CITY COUNCIL VOTING SESSION AGENDA • MAY 18, 2026

REGULAR MEETING

Commerce Administrative Complex, 110 State St, Commerce, GA 30529 **6:00 PM**

1. CALL TO ORDER

2. OPENING PRAYER -- Councilman Mark Fitzpatrick, Ward 3

3. PLEDGE TO THE AMERICAN FLAG

4. APPROVAL OF MINUTES

1. **Minutes**
   April 20, 2026
   May 4, 2026
   Executive Session Minutes
   March 16, 2026
   April 20, 2026
   May 4, 2026

5. NEW BUSINESS

1. Consider approval of the purchase of real property further identified as +/- 3.129 acres (Tract No. 2) located at 204 Carson St (Parcel # C16 067B) from the Boys & Girls Club of Jackson County.

6. ACTION ITEMS

1. Consider Approval of Rental Agreement and Fee Schedule for Recreation Department Fields and Parks
2. Consider Approval Water Contract Sales Agreement City of Maysville
3. Consider Approval of Resolution authorizing participation in an Amicus Brief in *Chang v. City of Milton*
4. Consider Approval of Intergovernmental Agreement with Banks County Government - Water & Sewer Service Strategy
5. Consider Approval of Hope Pregnancy Resource Center's "Run for Hope" 5K - November 14, 2026 and related street slowdowns.
6. Consider Approval of Street & Venue Closures for 2026 Downtown Events

7. Consider Approval of PR26-0001: Rezoning - Commercial: Regal Investment Holdings, LLC, applicant, seek rezoning on approximately +/- 29.54 acres located on US Hwy 441 South, further identified as Map/Parcel 009 014, from AR (Agricultural Residential District) to C-2 (General Commercial District).

7. REPORT FROM FINANCE DIRECTOR

1. Monthly Financial Report for April 2026

8. REPORT FROM CITY MANAGER

9. ADJOURN

10. EVENTS & REMINDERS

- May 21 @ 10am: Bingo - Commerce Civic Center
- May 25 - City Offices Closed - Memorial Day
- May 26 - Summer Reading Kickoff @ Commerce Public Library (See a full calendar of Library Events @ https://www.prlib.org/commerce)
- May 29 @ 2pm: Ribbon Cutting - Hazel Ann's, 1819 N Elm St.
- June 1 @ 6pm: City Council work session

****

Commerce Administrative Complex (Civic Center)
110 State Street, Commerce, GA 30529

ELECTION DAY Residents that voted at Mt. Olive Church will vote at the Commerce Administrative Complex on Election Day of May 19th, 2026.

To see a complete calendar of events, public notices, and announcements, please visit our website at www.commercega.gov

11. GENERAL INFORMATION

*** Public comment only occurs during City Council Work Session meetings. If you would like to speak during the public comment portion of the meeting, you must sign up no later than noon on the Thursday prior to the City Council Work Session by contacting the City Clerk, Sandra Haggard, via email at shaggard@commercega.gov or by calling 706-336-3288. You will need to provide your name, address, topic you will be speaking on, and contact information.***

CITY OF COMMERCE

City Council Agenda

Subject: **Minutes**
April 20, 2026
May 4, 2026
Executive Session Minutes
March 16, 2026
April 20, 2026
May 4, 2026

Date: May 18, 2026

Budget Impact: **Category:**

Funding Source:

City Council Action Requested On:

Department: Administration

Staff recommends

Matthew Hailey

Matthew Hailey, Assistant City Manager

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city-council_minutes_summary (73).pdf

MINUTES ● MAY 4, 2026

WORK SESSION

Commerce Administrative Complex, 110 State St, Commerce, GA 30529 **6:00 PM**

1. CALL TO ORDER

Mayor Clark Hill called the meeting to order promptly at 6:00pm, with all members of city council present. Attending the meeting was one member of the press representing *The Jackson Hearld, and* several members of city staff and city residents. Mayor Hill asked Matthew Hailey, City Manager to cover the agenda.

Attendee Name	Title	Status
J Clark Hill III	Mayor	Present
Keith Burchett	Mayor Pro Tem	Present
Andre Rollins	Ward 1	Present
Darren Owensby	Ward 2	Present
Mark Fitzpatrick	Ward 3	Present
Bobby Redmon	Ward 4	Present
Roshuanda Merritt	Ward 5	Present

2. NEW BUSINESS

1. Consider Approval of Rental Agreement and Fee Schedule for Recreation Department Fields and Parks

Ricky Woodruff, Recreation Director covered the rental agreement noting changes in the agreement. Recreation Director Woodruff covered the requirement of liability insurance for the events, he stated this is a new requirement of rental agreement. He discussed the fees for each location and the hours that can be rented. Director Woodruff explained if a 5K is requested the street slowdowns will need to be approved by city council, and he said all applications would be completed at the recreation department.

Councilwoman Roshuanda Merritt asked if Chaney Park needs to be a full park rental? Could the pavilion be rented without the fields? and how would security be determined?

Sandra Haggard, City Clerk said the agreement could be changed to reflect the rental of the Pavilion at Chaney Park, and only the fields at Chaney Park. She also stated the rental of the parks a Special Event Permit must be completed with the information on the event, what is the event for, number of guests, safety plan, etc.

Matthew Hailey, City Manager said the agreement could be updated with the purposed new information, and the new agreement would be for council review and vote.

3. Consider Approval of Intergovernmental Agreement with Banks County Government - Water & Sewer Service Strategy
Matthew Hailey, City Manager said and Intergovernmental Agreement with Banks County for the development of a water and sewer strategy. This IGA will help determine how raw and treated water can be moved more efficiently between the two systems.

4. Consider Approval of Resolution authorizing participation in an Amicus Brief in *Chang v. City of Milton*
Matthew Haily, City Manager said this has come as a recommendation from John Stell, City Attorney. City Manager read

5. Consider Approval of PR26-0001: Rezoning - Commercial: Regal Investment Holdings, LLC, applicant, seek rezoning on approximately +/- 29.54 acres located on US Hwy 441 South, further identified as Map/Parcel 009 014, from AR (Agricultural Residential District) to C-2 (General Commercial District).
Ansley Tottle, Planning and Development presented to Mayor and Council the request to rezone 29.54 acres on Highway 441 South Parcel 009 014 from AR to C-2. Ms. Tootle stated Regal Investment Holdings, LLC had made application for rezoning for development of the parcel. She said the staff and Planning Commission recommended approval of the rezoning.

6. Consider Approval of Hope Pregnancy Resource Center's "Run for Hope" 5K - November 14, 2026 and related street slowdowns.
Matthew Hailey, City Manager said the Hope Pregnancy Resource Center has made application for the "Run for Hope 5K" on November 14, 2026 beginning and ending at Spencer Park. The park will be rented by the group for 2 hours, with no street closures, only street slow downs.

7. Consider Approval of Street & Venue Closures for 2026 Downtown Events

Matthew Hailey, City Manager introduced Jessica Green, Commerce Civic Center to cover the street closures.
Jessica said the street closure for the following events are being requested:

- Summer in the City -Art-tiques Vintage Market Festival
  - June 27 & 28
  - August 22 & 23
  - October 24 & 25
    - Street Closures- beginning at 8am on Friday and ending at 8pm on Sunday
      - State Street from Cherry Street to N Broad Street
      - Central Avenue from State Street to N Broad Street
        - June 26- 28 - Vendor Setup/Take Down
        - August 21 - 23
        - October 23 - 25
      - Wilhard Street
        - June 27 & 28 - 7am - 8pm Employee Parking ONLY
    - City Venues
      - Cherry Street Parking
      - State Street Parking
        - June 26-28 - 8am - 8pm Vendor Set Up/Take down
      - Wilhard Parking

        - June 27 & 28 - 7am -8pm
- Tigers on the Town - August 13th or 20th (proposed)
    - Oak St from Little Street to S Elm Stteet
    - Little Street from Oak Street to Pine Street
    - Pine Street from Little Street to S Elm Street
        - August 13 or 20 TBD by CHS 6pm - 8pm
- Bands Brews & BBQ | Cruisin Commerce - September 19
    - Oak Streetfrom Little Street to S Elm Street
    - Little Street from Oak Street to Pine Street
    - Pine Street from Little to S Elm Street
        - September 19 8am - 8pm
- Cruisin Commerce - September 19
    - State Street from Cherry Street to N Broad Street
    - Central Avenue from State Street to N Broad Street
    - State Street Parking
        - 10am - 6pm
- Hometown Holidays - November 21
    - Little Street from Oak Street - Pine Street
        - 4pm - 9 pm
- Christmas Parade - December 6
    - Lakeview Drive to Minish Drive
        - Close from 12 noon until parade is on Washington Street
    - Washington Street to N Elm Street
    - Jefferson Road at CVS at N Elm Street
    - Georgia Avenue at N Elm Street
    - Atlanta Avenue at N Elm Street
    - Central Avenue at N/S Elm Street
    - Pine Street at S Elm Street
    - Oak Street at S Elm Street
    - Church Street at S Elm Street
    - Scott Street at S Elm Street
    - Locust Street at S Elm Street
    - Piedmont Street at S Elm Street
        - Any and all streets and RR crossovers on Elm Street by 3pm

3. EXECUTIVE SESSION - Real Estate & Personnel

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Andre Rollins, the vote was approve Mayor Clark Hill said the council needed and Executive Session to discuss Legal and Personnel.

A motion to come out of Executive Session was made by Councilman Andre Rollins, a second was made by Councilman Bobby Redmon.

The vote was unanimous to come out of Executive Session.

.

RESULT:	**APPROVE**
MOVER:	Keith Burchett, Mayor Pro Tem
SECONDER:	Andre Rollins, Ward 1
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Bobby Redmon, Roshuanda Merritt

4. ADJOURN

(See reverse side for Events & Reminders AND Election Information)

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Andre Rollins, the vote was approve Mayor Clark Hill asked if anyone has any further questions or information to discuss, hearing none, Mayor Hill asked for a motion to adjourn the meeting. .

RESULT:	**APPROVE**
MOVER:	Keith Burchett, Mayor Pro Tem
SECONDER:	Andre Rollins, Ward 1

EVENTS & REMINDERS

- May 04 @ 6pm: City Council Work Session
- May 08 @ Dusk: "*Meet Me In The Alley*" Movie Night
- May 11 @ 4pm: DDA Meeting
- May 11 @ 6pm: Planning Commission Meeting
- May 15 @ 2pm: Ribbon Cutting - Opal 98 Salon, 2355 N Elm St.
- May 18 @ 6pm: City Council Regular Meeting
- May 21 @ 10am: Bingo - Commerce Civic Center
- May 25 - City Offices Closed - Memorial Day
- May 26 - Summer Reading Kickoff @ Commerce Public Library (See a full calendar of Library Events @ https://www.prlib.org/commerce)
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Early Voting satellite location will be in Commerce, May 11 - May 15, 2026. No drop boxes will be located at this location.

Commerce Administrative Complex (Civic Center)
110 State Street, Commerce, GA 30529
MONDAY-FRIDAY May 11th - May 15th from 9:00 a.m. until 5:00 p.m.
****

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CITY OF COMMERCE

MINUTES ● APRIL 20, 2026

REGULAR MEETING

Commerce Administrative Complex 110 State Street **6:00 PM**

1. CALL TO ORDER

Mayor Clark Hill called the meeting to order at 6:00pm with one member of the press, representing *The Jackson Herald*, several members of staff and residents. Mayor Hill welcomed all to the meeting.

Attendee Name	Title	Status
J Clark Hill III	Mayor	Present
Keith Burchett	Mayor Pro Tem	Present
Andre Rollins	Ward 1	Present
Darren Owensby	Ward 2	Present
Mark Fitzpatrick	Ward 3	Present
Roshuanda Merritt	Ward 5	Present
Bobby Redmon	Ward 4	Absent

2. OPENING PRAYER -- Councilman Darren Owensby

3. PLEDGE TO THE AMERICAN FLAG

4. PROCLAIMATION - Georgia Cities Week

Mayor Clark Hill read the proclamation to declare April 20 thru April 26, 2026 Georgia Cites Week in Commerce. The City of Commerce will celebrate with several events including "Touch a Truck" which is always a favorite of the residents.

5. SPECIAL RECOGNITION -- Commerce Electric Department

Mayor Clark Hill congratulated the Commerce Power/Electric Department for winning the Jeff Cook Safety Award, presented by Electric Cities of Georgia. Kurtis Gilliam, Department Director, presented the award plaque to Mayor and Council.

6. APPROVAL OF MINUTES

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Mark Fitzpatrick, the vote was approve Mayor Clark Hill said the minutes of March 16, 2026 and April 6, 2026 was presented for approval. .

RESULT:	**APPROVE**
MOVER:	Keith Burchett, Mayor Pro Tem
SECONDER:	Mark Fitzpatrick, Ward 3
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt

ABSENT:	Bobby Redmon

Minutes

City Council Meeting March 16, 2026
City Council Work Session April 6, 2026

7. ACTION ITEMS

1. Consider approval of RFP 26-007 Acquisition and Operation of Commerce Fiber Network - recommendation to award bid and contract to Truvista Communications of Georgia LLC.

A motion made by , a second was made by , the vote was .

RESULT:	**MOVER:**
,	**SECONDER:**
,	

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Darren Owensby, the vote was approve Mayor Clark Hill said council and staff has been working on the sale of the city fiber. The purchaser TruVista will be paying the city $150,000.00 for the acquisition and operation of Commerce Fiber Network.

RESULT:	**APPROVE**
MOVER:	Keith Burchett, Mayor Pro Tem
SECONDER:	Darren Owensby, Ward 2
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Roshuanda Merritt
ABSENT:	Bobby Redmon
ABSTAINS:	Mark Fitzpatrick

A motion made by , a second was made by , the vote was .

RESULT:	**MOVER:**
,	**SECONDER:**
,	

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Darren Owensby, the vote was approve Mayor Clark Hill said staff has met with TruVista and the contract has been reviewed by John Stell, City Attorney. The recommendation is to sell the city fiber to TruVista for the amount of $150,000.00 with a discount for dark fiber. .

RESULT:	**APPROVE**
MOVER:	Keith Burchett, Mayor Pro Tem
SECONDER:	Darren Owensby, Ward 2
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Roshuanda Merritt
ABSENT:	Bobby Redmon
ABSTAINS:	Mark Fitzpatrick

2. Consider approval RFP 26-011 for 2026 LMIG - recommendation to award the bid and contract to All About Asphalt in the amount of $580,265 for resurfacing portions of Wood St., Mercury St., Orchard Cir., Shankle Heights, N. Bowden St.,

and Bolton Dr.

A motion made by , a second was made by , the vote was .

RESULT:	**MOVER:**
,	**SECONDER:**
,	

A motion made by Councilman Mark Fitzpatrick, a second was made by Councilman Andre Rollins, the vote was approve Mayor Clark Hill said the recommendation from staff of All About Asphalt for a contract about o $580,265. .

RESULT:	**APPROVE**
MOVER:	Mark Fitzpatrick, Ward 3
SECONDER:	Andre Rollins, Ward 1
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT:	Bobby Redmon

3. Consider approval of RFP 26-012 - Audit Services - recommendation to award the bid and contract to Bates Carter, LLC for the amount of $215,250 for financial and compliance audits for fiscal years ending June 2026 through June 2030.

A motion made by , a second was made by , the vote was .

RESULT:	**MOVER:**
,	**SECONDER:**
,	

A motion made by Councilman Roshuanda Merritt, a second was made by Councilman Mark Fitzpatrick, the vote was approve Mayor Clark Hill said the staff recommends Bates Carter LLC for the amount of $215,250 for financial and compliance audit for fiscal yeas ending June 2026 through June 2030. .

RESULT:	**APPROVE**
MOVER:	Roshuanda Merritt, Ward 5
SECONDER:	Mark Fitzpatrick, Ward 3
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT:	Bobby Redmon

4. Consider approval of Solid Waste Collection Service Rates - effective July, 1, 2026

A motion made by , a second was made by , the vote was .

RESULT:	**MOVER:**
,	**SECONDER:**
,	

A motion made by Councilman Mark Fitzpatrick, a second was made by Mayor Pro Tem Keith Burchett, the vote was approve Mayor Clark Hill said the CPI rate increase to $21.57 would begin July 1, 2026. .

RESULT:	**APPROVE**
MOVER:	Mark Fitzpatrick, Ward 3

SECONDER:	Keith Burchett, Mayor Pro Tem
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT:	Bobby Redmon

5. Consider approval of an amendment to the Georgia Municipal Employee Benefit (GMEB) Retirement Plan - max 3 years of prior military service towards "Credited" Service.

A motion made by , a second was made by , the vote was .

RESULT: **MOVER:**
,
,
SECONDER:

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Darren Owensby, the vote was approve Mayor Clark Hill explained this was for clarity in the Georgia Municipal Employee Benefits Retirement Plan. a maximum of three (3) years of prior military service toward credited service with the city. .

RESULT:	**APPROVE**
MOVER:	Keith Burchett, Mayor Pro Tem
SECONDER:	Darren Owensby, Ward 2
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT:	Bobby Redmon

A motion made by , a second was made by , the vote was .

RESULT: **MOVER:**
,
,
SECONDER:

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Darren Owensby, the vote was approve .

RESULT:	**APPROVE**
MOVER:	Keith Burchett, Mayor Pro Tem
SECONDER:	Darren Owensby, Ward 2
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT:	Bobby Redmon

6. Consider approval of Rental Contract and Fee Schedule for City Venues

A motion made by , a second was made by , the vote was .

RESULT: **MOVER:**
,
,
SECONDER:

A motion made by Councilman Mark Fitzpatrick, a second was made by Councilman Darren Owensby, the vote was approve Mayor Clark Hill said inquiries

for rental of outdoor spaces in the city (parking lots, alleys etc) an agreement is recommend for rental. .

RESULT:	**APPROVE**
MOVER:	Mark Fitzpatrick, Ward 3
SECONDER:	Darren Owensby, Ward 2
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT:	Bobby Redmon

7. Consider approval of transfer of real property located at 1645 S Elm Street (Parcel # C14109) to Downtown Development Authority

A motion made by , a second was made by , the vote was .

RESULT:	**MOVER:**
,	**SECONDER:**
,	

A motion made by Councilman Roshuanda Merritt, a second was made by Mayor Pro Tem Keith Burchett, the vote was approve Mayor Clark Hill explained to city council the property at 1645 South Elm Street is recommend to be transferred to the Downtown Development Authority. The parcel is #C14109..

RESULT:	**APPROVE**
MOVER:	Roshuanda Merritt, Ward 5
SECONDER:	Keith Burchett, Mayor Pro Tem
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT:	Bobby Redmon

8. Special Event Zone - Art-Tique Vintage Market - April 25-26

A motion made by , a second was made by , the vote was .

RESULT:	**MOVER:**
,	**SECONDER:**
,	

A motion made by Councilman Andre Rollins, a second was made by Councilman Roshuanda Merritt, the vote was approve Mayor Clark Hill said a request for a special event zone for the Art-Tique event of zone 4. .

RESULT:	**APPROVE**
MOVER:	Andre Rollins, Ward 1
SECONDER:	Roshuanda Merritt, Ward 5
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT:	Bobby Redmon

8. REPORT FROM FINANCE DIRECTOR

Christy Case, Finance Director presented the report from the month of March 2026.

1. Monthly Financial Report for March 2026

9. REPORT FROM CITY MANAGER

Matthew Hailey, City Manager covered the upcoming events in the city.

10. EXECUTIVE SESSION - Legal Discussion

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Mark Fitzpatrick, the vote was approve Mayor Clark Hill said city council needs an executive session to cover legal. Mayor Hill said no action would be taken after the Executive Session.

A motion to come out of Executive Session was made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Mark Fitzpatrick.
The vote was unanimous to come out of Executive Session.
.

RESULT:	**APPROVE**
MOVER:	Keith Burchett, Mayor Pro Tem
SECONDER:	Mark Fitzpatrick, Ward 3
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT:	Bobby Redmon

11. ADJOURN

A motion made by Mayor Pro Tem Keith Burchett, a second was made by Councilman Darren Owensby, the vote was approve Mayor Clark Hill asked for a motion to adjourn the meeting. .

RESULT:	**APPROVE**
MOVER:	Keith Burchett, Mayor Pro Tem
SECONDER:	Darren Owensby, Ward 2
AYES:	Keith Burchett, Andre Rollins, Darren Owensby, Mark Fitzpatrick, Roshuanda Merritt
ABSENT:	Bobby Redmon

12. EVENTS & REMINDERS

- April 20 - 24: Georgia Cities Week - see website for daily events
- April 21 @ 5-7pm: Touch-a-Truck, State Street Parking Lot
- April 23 @ 10-12am: Georgia Cities Week BINGO
- April 24 @ 1pm: Ribbon Cutting - Always & Forever Bridal, 2155 Homer Rd Ste. 130
- April 24 @ 2pm: Ribbon Cutting - Kaila's Cuts and Barbering, 1668 Broad St
- April 25-26 @ 9am-6pm: Art-Tiques Vintage Market, Downtown Commerce
- May 04 @ 6:00pm: City Council Work Session
- May 08 @ Dusk: "*Meet Me In The Alley*" Movie Night,
- May 11 @ 4pm: DDA Meeting
- May 11 @ 6pm: Planning Commission Meeting
- May 15 @ 2pm: Ribbon Cutting - Opal 98 Salon, 2355 N Elm St.
- May 18 @ 6pm: City Council Regular Meeting
- May 25 - Memorial Day - City Offices are closed.

****

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MONDAY-FRIDAY May 11th - May 15th from 9:00 a.m. until 5:00 p.m.
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CITY OF COMMERCE

City Council Agenda

Subject: Consider approval of the purchase of real property further identified as +/- 3.129 acres (Tract No. 2) located at 204 Carson St (Parcel # C16 067B) from the Boys & Girls Club of Jackson County.

Date: May 18, 2026

Budget Impact: **Category:**

Funding Source:

City Council Action Requested On:

The Jackson County Boys and Girls Club is offering to sell Tract 2, consisting of **3.129 acres**, for a purchase price of **$106,000.00**.

Acquiring this property would expand the City's footprint at Americans Veterans Park and support future development opportunities at this location.

Per the agreement, the City would retain the Right of First Refusal (ROFR) from the Boys & Girls Club for the purchase of Tract 1 should they decide to sell in the future.

The cost of the property is consistent with the Fair Market Value per appraisal obtained.

Property would be purchased with reserve funds.

Department: Administration

Staff recommends approval.

Matthew Hailey

Matthew Hailey, Assistant City Manager

PSA Boys & Girls Club.docx
B&G Club Property Purchase - Memo of ROFR 05.18.26.pdf
B&G Club Property Purchase - ROFR 05.18.26.pdf
B&G Club Property Purchase - Survey 05.18.26.pdf

STATE OF GEORGIA
COUNTY OF JACKSON

AGREEMENT FOR THE SALE AND PURCHASE OF REAL ESTATE

This is an Agreement made and entered into this ____ day of _____, 2026, by and between Boys and Girls Club of Jackson County, Inc. (hereinafter referred to as "SELLER") and the City of Commerce (hereinafter referred to as "PURCHASER").

RECITALS:

WHEREAS, SELLER is the owner of certain parcels of real property located in the City of Commerce, Jackson County, Georgia, being Tract No.1 containing 2.110 acres and Tract No. 2 containing 3.129 acres, both being more particularly described on a survey for the Seller, dated 02/06/2026 and attached hereto as Exhibit A being made a part hereof by reference (hereinafter referred to as "Property"); and

WHEREAS, PURCHASER desires to buy from SELLER and SELLER desires to convey to PURCHASER the Tract No. 2 of the Property and PURCHASER desires to obtain a Right of First Refusal (the "ROFR") from SELLER as to Tract No. 1 of the Property;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein provided, and the payment by PURCHASER to SELLER of the purchase price as set forth in this Agreement, the parties hereto agree as follows:

1.

Sale and Description of Property. Subject to and on the terms and conditions herein provided, PURCHASER shall buy from SELLER and SELLER shall convey to PURCHASER Tract No. 2 of the Property.

2.

Purchase Price and Method of Payment. The purchase price for Tract No. 2 shall be $106,000.00. The entire purchase price shall be paid by PURCHASER to SELLER in cash at closing.

3.

Closing Date. The closing date of the purchase of the Property shall be on or before June

30, 2026 and Commerce City Hall, 110 State Street, Commerce, GA 30529.

4.

Title. At closing, SELLER shall convey to PURCHASER a good and marketable and insurable fee simple title to Tract 2 of the Property by warranty deed subject only to the following:

(a) Taxes for the current year, unless the tax bill is then due and payable in which event it shall be paid.

(b) Any general utility easements affecting the property.

(c) Any ordinances or regulations of any governmental entities affecting the use of the property.

(d) All matters which would be disclosed by a current survey and physical inspection of the properties.

5.

Right of First Refusal. At Closing SELLER shall grant PURCHASER a ROFR to purchase Tract No. 1 for the price of $644,000. A memorandum of the ROFR shall be recorded at Closing.

6.

Brokers and Commissions. Each party represents to the other that no real estate agents or brokers have been involved in this transaction, and neither party is liable for the payment of any commission as a result of this transaction.

7.

Earnest Money. PURCHASER shall pay to SELLER the sum of $1.00 Earnest Money at the time of execution of this contract by all parties, and this Earnest Money shall be applied to the purchase at closing.

8.

Closing Costs. PURCHASER shall be responsible for the payment of all closing costs including, but not limited to attorney fees, title insurance and recording fees.

9.

Default.

(a) In the event that PURCHASER defaults under this contract, SELLER shall be entitled to retain the earnest money as liquidated damages and SELLER shall have no further recourse or remedy against PURCHASER, as the parties recognize that actual damages would be difficult to ascertain.

(b) In the event that SELLER defaults under this contract, PURCHASER shall have the right to (i) terminate the contract and obtain a full refund of earnest money, or (ii) bring an action against SELLER for specific performance.

10.

Notice. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand delivered in person, to the address set forth below:

To the SELLER: Boys and Girls Club of Jackson County, Inc.
412 Gordon St.
Jefferson, GA 30549
Attn: Maddison Dean, CEO

To the PURCHASER: Cit of Commerce
110 State Street
Commerce, GA 30529
Attn: Matt Hailey, City Manager

Any notice, demand or request shall be served upon either of the parties in the manner aforesaid and shall be deemed sufficiently given for all purposes hereunder at the time such notice, demand or request is hand delivered in person in accordance with the preceding provisions hereof.

11.

Modification. No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and executed by all parties with the same formality as this Agreement is executed.

12.

Time is of the Essence. Time is of the essence of this Agreement.

13.

Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto and no representations, inducements, promises or agreements, oral or written, between the parties not embodied herein shall be of any force and effect. This Agreement shall be construed and interpreted under the laws of the State of Georgia. The provisions of this Agreement shall be binding upon and shall inure to the benefit of PURCHASER, SELLER and their respective heirs, executors, administrators, successors, assigns and legal representatives of their estates.

14.

Miscellaneous. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and such term, covenant or condition of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

SELLER:
Boys and Girls Club of Jackson County, Inc.

Dated: _____

_____
Maddison Dean, CEO

PURCHASER:
City of Commerce

Date: _____

_____
Matt Hailey, City Manager

After Recording return to:
Stell Smith & Mattison, PC
P O Box 644
Winder, GA 30680

Jackson County Tax Parcel: C019-093

MEMORANDUM OF RIGHT OF FIRST REFUSAL AGREEMENT

Notice is hereby given that **the Boys and Girls Club of Jackson County, Inc.**, a Georgia Non-Profit Corporation ("**Seller**"), with an address of 412 Gordon Street, Jefferson, GA 30549, and the City of Commerce, a Georgia Municipal Corporation ("**Purchaser**"), with an address of 110 State Street, Commerce, GA 30549, have entered into a Right of First Refusal Agreement (the "**Agreement**") dated as of _____ ____, 2026, pertaining to certain property ("**Property**") identified on Exhibit A attached hereto. The Agreement provides that Purchaser has the right of first refusal to purchase the Property upon certain conditions set forth in the Agreement. This Memorandum is subject to all of the conditions, terms and provisions of the Agreement, which conditions, terms and provisions are hereby adopted and made a part hereof by reference to the same in the same manner as if all the provisions thereof were copied herein in full. In the event of a conflict between the terms of the Agreement and this Memorandum, the Agreement shall prevail. Reference should be made to the Agreement for a more detailed description of all matters contained in this Memorandum. This Memorandum is intended for recording purposes only and does not modify, supersede, diminish, add to or change all or any of the terms of the Agreement in any respect.

[SIGNATURE PAGE FOLLOW]

[SIGNATURE PAGE TO MEMORANDUM OF RIGHT OF FIRST REFUSAL]

The undersigned have executed this Agreement as of the date first above written.

SELLER:

Boys and Girls Club of Jackson County, Inc.,
a Georgia Non=Profit Corporation

By:_____
Name: Maddison Dean, CEO

Attest: _____
Name: _____, Secretary

[Corporate Seal]

Signed and Sealed in the presence of:

_____
Witness

_____
Notary Public, State of Georgia
My Commission Expires: _____

[NOTARY SEAL]

PURCHASER:

The City of Commerce,
a Georgia Municipal Corporation

By:_____
Name: J. Clark Hill, III, M.D., Mayor

Attest: _____
Name: Sandra Haggard, City Clerk

[City Seal]

Signed and Sealed in the presence of:

_____
Witness

_____
Notary Public, State of Georgia
My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT "A"

THE PROPERTY

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2026 (the "Effective Date"), by and between the Boys and Girls Club of Jackson County, Inc., a Georgia Non-Profit Corporation ("Seller"), and the City of Commerce, a Georgia Municipal Corporation ("Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is the owner of certain real property described as Tract No. 1 containing 2.110 acres more particularly described on a survey for Seller dated 02/06/2026 attached hereto as Exhibit "A" (the "Premises");

WHEREAS, the parties desire that Seller grant Purchaser a right of first refusal to purchase the Premises, as more fully set forth herein; and

NOW, THEREFORE, for and in consideration of Ten Dollars ($10.00) and for other good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto, the parties hereto agree as follows:

1. Right of First Refusal. In the event that Seller desires to sell the Premise, Seller shall, before offering the Premises for sale, notify Purchaser in writing of its intention to sell the Premises ("Seller Notice"). Purchaser shall then have the right, within forty-five (45) days after Purchaser's receipt of the Seller Notice, to advise Seller in writing that Purchaser will purchase the Premises for the sum of $644,000, cash at closing, with Purchaser paying all closing costs ("Purchaser Notice"). Upon receipt of the Purchaser Notice Seller shall, within the next forty-five (45) days, sell the Premises to Purchaser upon the terms and conditions contained in the Purchaser Notice. If Purchaser does not so notify Seller within such forty five (45) day period, Seller may then offer the Premises for sale, **provided however,** if Seller obtains an offer from a third party to purchase the Premises for less than $644,000, (the "Third Party Offer"), then Seller shall notify Purchaser in writing of its intention to sell the Premises pursuant to the Third Party Offer ("Seller Notice"). Purchaser shall then have the right, within forty-five (45) days after Purchaser's receipt of the Seller Notice, to notify Seller in writing that Purchaser will purchase the Premises upon the same terms and conditions as the Third Pary Offer and Purchaser shall have no less than forty-five (45) days to consummate such purchase. If Purchaser fails to so notify Seller, then Seller may proceed to sell the premises to such third party provided that such sale is (i) on the same terms and conditions as set forth in the Seller Notice sent to Purchaser, and (ii) completed within one hundred twenty (120) days. Seller shall resubmit any amended, modified or new Third Party Offer to purchase the Premises to Purchaser if same is on terms materially different than the terms previously submitted to Purchaser, and Purchaser shall once again have the aforedescribed forty-five (45) day period in which to elect to acquire the Premises upon the terms and conditions set forth in such amended or modified, or new Third Party Offer, in which event Seller shall sell the Premises to Purchaser in accordance with the terms and conditions thereof. For avoidance of doubt, any reduction in the purchase price from the original Third Party Offer, or any credit or similar adjustment provided to such buyer that was not contemplated in the original Third party Offer, that in the aggregate exceeds one percent (1%) of the purchase price contemplated in the original Third Party Offer shall constitute a "material difference" for purposes hereof.

2. Condition of Title.

a. Notwithstanding anything to the contrary contained in this Agreement or in the Offer, if applicable, Purchaser shall be under no obligation to consummate the purchase the Premises unless Purchaser can obtain (i) from a title insurance company acceptable to Purchaser (the "Title

Company"), at Purchaser's cost, a satisfactory commitment to issue an owner's policy of title insurance for the Premises, insuring without the so-called "standard exceptions" (the "Purchaser's Commitment"), and (ii) from a surveyor acceptable to Purchaser, at Purchaser's cost, a survey of the Premises reasonably satisfactory to Purchaser ("Purchaser's Survey").

3. Inspection Period. Purchaser shall have a period of thirty (30) days from the date Purchaser exercises its right of first refusal as provided in Section 1, to conduct such tests and inspection as it may deem necessary with respect to the Premises. If Purchaser is dissatisfied, in its sole discretion, with the results of the tests, studies or investigations performed or information received pursuant to this Section 3, Purchaser shall have the right to terminate or cancel its acceptance of the Offer by giving written notice of such termination to Seller at any time prior to the expiration of the Inspection Period. If written notice is not received by Seller pursuant to this Section 3 prior to the expiration of the Inspection Period, then the right of Purchaser to terminate this Agreement pursuant to this Section 3 shall be waived.

5. No brokers or real estate agents shall be utilized in such transaction and no fees or commissions will be due any broker or agent. Each party shall indemnify the other from any liability for any such broker's fees or commissions incurred by it.

6. Representations and Warranties. Seller hereby represents and warrants to and covenants with Purchaser as of the date of this Agreement and as of the Closing Date that:

(a) Seller is a duly organized, validly existing non-profit corporation in good standing in the State of Georgia and has all necessary power and authority to enter into this Agreement with Purchaser, to convey or cause to be conveyed title to the Premises in the condition required hereunder and to perform all of its other obligations under this Agreement.

(b) The execution and delivery by Seller of this Agreement and the other documents and instruments required under this Agreement, and the performance by Seller of all of its obligations under this Agreement and such other documents and instruments have been duly authorized by all necessary corporation action and do not and will not (i) result in a breach or violation of or default under any of the Seller's certificate of formation or under any commitment, order, judgment, or decree by which the Premises or Seller is bound, (ii) violate any statute, regulation, order, or other law to which any Premises or Seller is subject, or (iii) require Seller or Purchaser to obtain any consent, approval, and/or permit from any person, entity, or governmental authority, or to comply with or perform any special requirements, procedures, approvals, or actions.

(c) Except as set forth in this Agreement, there are no rights of first refusal, rights of first offer or purchase options for a third party to acquire the Premises.

7. The Closing. At the Closing, Seller shall convey marketable title to the improvements located on the Premises in fee simple by means of a special warranty deed subject only to the Permitted Exceptions. At the Closing, Seller and Purchaser shall execute and deliver to the other party, as applicable, any affidavit or lien waiver required by the Title Company, a non-foreign affidavit, a bill of sale, an assignment of intangible property and such other documents as are necessary to be executed and/or delivered in connection with the Closing.

8. Continuing Rights. A sale or transfer of the Premises (or any part thereof), other than to Purchaser, shall not terminate Purchaser's right of first refusal as set forth this Agreement, but rather any purchaser or transferee of the Premises shall take title to the Premises (or any part thereof) subject to the rights of Purchaser and its successors and assigns hereunder.

9. Notices. Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and sent by (i) registered or certified mail, return receipt requested, or (ii) overnight courier, addressed as follows:

If to Purchaser: City of Commerce
110 State Street
Commerce, GA 30529
Attn: City Manager

If to Seller: Boys and Girls Club of Jackson County, Inc.
412 Gordon St.
Jefferson, GA 30549
Attn: CEO

or at such other address as may be specified from time to time in writing to the then current address for notices as set forth in this Agreement or as otherwise changed as provided in this Agreement. All such notices hereunder shall be deemed to have been given on the date of delivery or the date marked on the return receipt unless delivery is refused or cannot be made because of any incorrect address provided by the addressee, in which case the date of postmark shall be deemed the date notice has been given.

10. Prevailing Party to Recover Costs. In the event that any legal or equitable proceeding is brought by either party hereto against the other party regarding this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, the costs of such proceedings (including reasonable attorneys' fees).

11. Successors and Assigns. Purchaser shall have the free and unrestricted right to assign its interest herein, including, but not limited to, the right to assign its interest herein to any affiliate of Purchaser. This Agreement shall burden the Premises, any successor party to this Agreement and all owners of the Premises.

12. Further Assurances. The parties hereto agree to take such further actions and to execute such further documents as are reasonably necessary to satisfy the intent of this Agreement.

13. Miscellaneous.

(a) In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

(b) This Agreement may be executed in multiple counterparts and is to be construed as a contract under the laws of the State of Georgia.

(c) The captions are used only as a matter of convenience and are not to be considered a part of this Agreement nor to be used in determining the intent of the parties to it.

(d) Seller acknowledges that Purchaser shall be entitled to specific performance in the event that Seller breaches its obligations under this Agreement. Such remedy shall be

cumulative with and in addition to any other remedy Purchaser may have against Seller as a result of a breach of this Agreement. If Purchaser defaults under this Agreement, Seller's sole and exclusive remedy shall be to terminate this Agreement in which event Purchaser shall have no right to purchase the Premises pursuant to the Offer which had been accepted by Purchaser.

(e) The undersigned have executed this Agreement as of the date first above written.

SELLER:
Boys and Girls Club of Jackson County, Inc.
a **Georgia Non-Profit Corporation**

By:_____
Name: Maddison Dean, CEO

Attest: _____
Name: _____, Secretary
[Corporate Seal]

Signed and Sealed in the presence of:

_____
Witness

_____
Notary Public, State of Georgia
My Commission Expires: _____

[NOTARY SEAL]

PURCHASER:
City of Commerce
A Georgia Municipal Corporation

By:_____
Name: J Clark Hill, III, M.D., Mayor

Attest: _____
Name: Sandra Haggard, City Clerk
[City Seal]

Signed and Sealed in the presence of:

_____
Witness

_____
Notary Public, State of Georgia
My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

093
< 69B PAGE 742

GENERAL NOTES

1) The field data upon which this plat is based has a precision of one foot in 34,623 feet and an angular error of 02" per angle point and was adjusted using least squares.

2) This plat has been calculated for closure and has an accuracy of one foot in 253,161 feet.

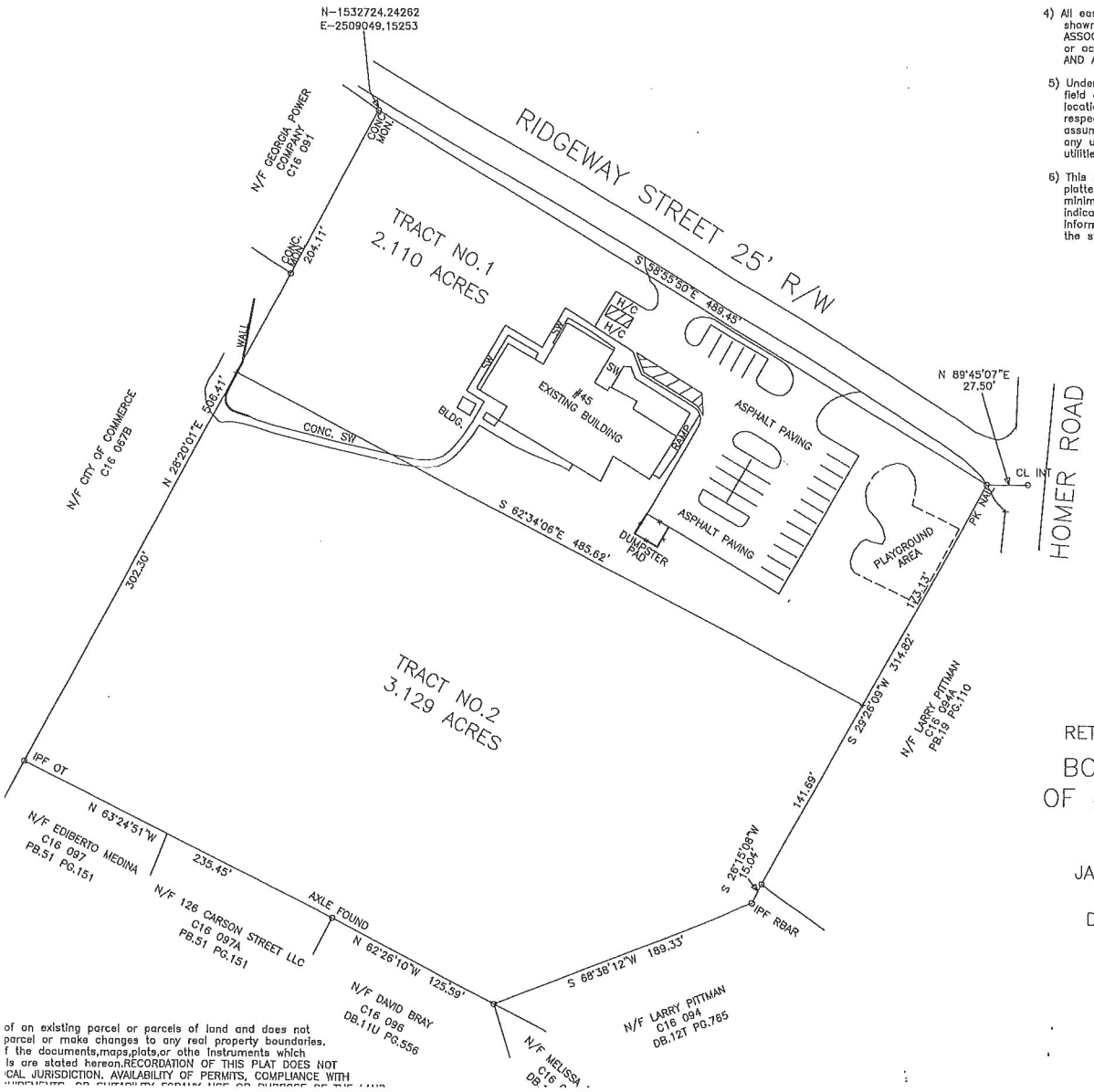
3) Field equipment used for this survey was a Topcon GPT2005.

4) All easements, restrictions, or exceptions to title are shown based on information supplied to INGRAM , LORD AND ASSOCIATES. No Certification as to the completeness or accuracy of any matters of title is made by INGRAM , LORD AND ASSOCIATES.

5) Underground utilities shown on this plat were taken from field observation and from plats by others, the exact location of all utilities should be verified by the respective utility company. INGRAM , LORD AND ASSOCIATES assumes no liability as to the exact location of any underground utility. For verification contact the utilities Protection Center Inc. 1-800-282-7411.

6) This survey is a correct representation of the land platted and has been platted in conformity with the minimum standards of Georgia Law. It does not intend to indicate ownership of any parcel or easement, this information should be verified by an attorney licensed by the state of Georgia.

GRID NORTH GA WEST ZONE



5.239 ACRES
TOTAL

RETRACEMENT SURVEY FOR:

BOYS AND GIRLS CLUB
OF JACKSON COUNTY INC.

5.239 ACRES
GMD NO.255
JACKSON COUNTY , GEORGIA
SCALE: 1"=60'
DATE: FIELD 2-02-2026
DRAWING 2-06-2026

of an existing parcel or parcels of land and does not
parcel or make changes to any real property boundaries.
f the documents,maps,plats,or othe instruments which
ls are stated hereon.RECORDATION OF THIS PLAT DOES NOT
ICAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH

EXHIBIT A

CITY OF COMMERCE

City Council Agenda

Subject: Consider Approval of Rental Agreement and Fee Schedule for Recreation Department Fields and Parks

Date: May 18, 2026

Budget Impact: **Category:**

Funding Source:

City Council Action Requested On:

The Commerce Recreation Department respectfully requests that Mayor and Council to consider approval of the attached property rental agreement and fee structure for the use of city owned property. This includes parks, recreation fields, swimming pool and pavilions. As the City continues to grow, staff has observed an increase in public requests to utilize city-owned property for a variety of events. Due to the increase in requests the recreation department has created a structured fee schedule for the use of properties. This fee structure is intended to generate an additional stream of revenue to support ongoing and future recreation projects and field development.

Department: Parks and Recreation

Staff recommends approval pending review by City Attorney.

Matthew Hailey

Matthew Hailey, Assistant City Manager

2026.Recreation Rental Contract.pdf

Park Rental Agreement

This Rental Agreement is made and entered on _____
date

Lessee

Name: _____ Address: _____

Phone: _____ Email: _____

1. Term

The term of this rental shall begin on the _____ and shall continue until _____
date/time *date/time*

Deposit for rental is to be paid by money order or check.

Rental payments are to be paid to the Commerce Parks & Recreation Department.

2. Facilities

- ☐ Chaney Park & Pavilion
- ☐ Chaney Park
- ☐ Chaney Pavilion
- ☐ AVMP Pavilion
- ☐ Smallwood Park
- ☐ Willoughby Park Pavilion
- ☐ Pool Rental
- ☐ John F. Varner Jr. Pickle Ball Courts
- ☐ Spencer Park
- ☐ Harmony Grove
- ☐ Julia Bryson Park

☐ Complex and Field Use

Ridling Bambino Gordon Pardue

☐ American Veterans Memorial Park Travel Organization/Tournaments

Bambino Gordon Pardue

GENERAL TERMS APPLICABLE TO ALL FACILITIES:

The person or organization using the facility is referred to as the Lessee. The field and/or facility must be left clean, with all waste placed in the designated receptacles at the specified location. Any waste that does not fit within the provided receptacles is the responsibility of the Lessee to properly dispose of off-site, unless alternative arrangements are approved in advance by Recreation Department staff.

- The City of Commerce, Georgia, Department of Parks and Recreation is referred to as the Lessor.
- **Liability Waiver:**
  - The Lessee waives all claims and indemnifies the City of Commerce, the Commerce Parks & Recreation Department, their officials, board members, employees, staff, volunteers, officers, and representatives from any claims or injuries related to the facility use.
  - The Lessee agrees to comply with all safety rules and precautions for participants, spectators, and patrons.
- **Insurance:**
  - The Lessee must provide proof of liability insurance, naming the City of Commerce as an additional insured for **$1,000,000.00 per occurrence**. Insurance can be waived for rental only by the city manager.
- In case of a scheduling conflict with a Commerce Parks and Recreation program, the Lessee must reschedule their use of the field or facility.
- Commerce Parks and Recreation can cancel the agreement if the Lessee fails to comply with the rules.
- Lessees are responsible for supervising parking and controlling spectators.
- Participants and spectators must follow all rules during facility use.
- Glass containers are prohibited on the premises.
- The use of **controlled substances**, **including alcoholic beverages,** is **prohibited** on the premises.
- People under the influence of substances are not allowed on the premises.
- **Smoking and vaping** are **prohibited** on the premises.
- Violating substance or smoking restrictions results in immediate termination of facility use without a refund.
- No pets are allowed on the premises.
- Golf is not permitted on the premises.

3. American Veterans Memorial Park Travel Organization/Tournaments

A $250 deposit is required to secure rental for this park; the deposit must be paid at the time you make the reservation. Rental is $250 per field per day. The remaining balance is due the day before the event. Additionally, the Lessee is responsible for removing all litter and trash, emptying trash bags from the bins, and disposing of them in the dumpster before departure. ALL DEPOSITS ARE NON-REFUNDABLE

4. Complex and Field Use

Reservations and guidelines are as follows:

- Reservations are exclusively for the specified athletic field or facility.
- All other fields and facilities remain open to the public.
- The rental fee is **$40 per practice**, with each practice lasting between **1.5 to 2 hours**.

If the organization is an athletic league, a complete schedule of all games and practices must be submitted to commercerecreation.gov.

5. Harmony Grove, AVMP Pavilion, Spencer Park, Smallwood Park, Presidential Park, Julia Bryson Park, Wiloughby Park, Chaney Park, Chaney Pavilion, Chaney Park & Pavilion, John F. Varner Jr. Courts, Ridling

The Lessee agrees to provide a refundable deposit of $100.00 to the Lessor by check to secure exclusive use of the facility. This security deposit will be returned following an inspection by City Staff to confirm compliance with the agreement after the rental. The Lessee acknowledges the obligation to conclude activities and vacate the facility by the time specified in this contract. Additionally, the Lessee understands that the bathrooms at Willoughby Pavilion and Chaney Park & Pavilion will automatically lock at 8 PM.

Facility	4 Hour Rental or Less	5-8 Hour Rental
Harmony Grove	$50	$100
AVMP Pavilion	$50	$100
Spencer Park	$50	$100
Smallwood Park	$50	$100
Presidential Park	$50	$100
Julia Bryson Park	$50	$100
Willoughby Park	$100	$200
Chaney Park	$100	$200
Chaney Pavilion	$100	$200
Chaney Park & Pavilion	$250	$500
John F. Varner Jr. Courts	$250	$700
Ridling	Under Construction Temporarily Unavailable	

6. John F. Varner Jr. Courts Pickleball Tournament

The Lessee agrees to pay a refundable deposit of $100.00 to the Lessor by check or money order to schedule the facility for exclusive use. This security deposit will be returned after an inspection by City Staff to ensure compliance with the agreement following your rental.

- For rentals of 4 hours or less, bathroom facilities are not included on-site; however, you will have access to the Chaney Park restrooms located adjacent to American Veterans Memorial Park.
- For rentals of 5 to 8 hours, a porta-john will be provided on-site, along with access to the Chaney Park restroom.

The Lessee agrees to conclude their activities and vacate the facility by the time specified within this contract. Additionally, the Lessee is responsible for removing all litter and trash, emptying trash bags from the bins, and disposing of them in the dumpster before departure. Please note that the bathrooms at Chaney Park will automatically lock at 8 PM.

7. 5K Race

- Street closures must be approved by mayor and council. Applications must be made 60 days prior to event.
- This will be considered a 4 hour rental of Spencer Park, we will not charge an additional rate for street closure.

8. Swimming Pool

The lessee will have exclusive and private access to the swimming pool facility from 6:00 PM to 8:00 PM on the specified date. THE SWIMMING POOL WILL BE OPEN AND AVAILABLE PROMPTLY AT 6:00 PM (NOT EARLIER), and all facilities must be vacated by 8:00 PM (NOT LATER). In return for the rental services mentioned above, the lessee shall pay a total of:

- $150 for 50 swimmers or fewer
- $175 for 51-75 swimmers
- $200 for 76-100 swimmers

If the scheduled use is canceled no later than two days (48 hours) prior to the reserved time, the security deposit will be refunded. However, if the lessee fails to notify the lessor of the cancellation as specified, the security deposit will be non-refundable. The lessee acknowledges that if the lessor determines, at its sole discretion, that the pool should be closed due to weather or other safety concerns, the lessor will decide the amount, if any, of the security deposit refund.

The lessee certifies that the swimming pool, being a public facility, will not be utilized for business, profit, or money-making purposes. It is explicitly understood that the lessee must adhere to all swimming pool rules, as well as city regulations, guidelines, ordinances, and laws established by the City of Commerce, Georgia, and the Commerce Parks & Recreation Department. The safety and well-being of all swimming patrons are of utmost importance at all times. Furthermore, the lessee agrees to follow the directions of the lifeguards, who are employees of the Parks and Recreation Department.

Questions or concerns should be directed to the Commerce Parks and Recreation office.

Ricky Woodruff: Director

545 Cedar Dr. Commerce Ga, 30529

706-335-3236

rwoodruff@commercega.gov

Lessee Printed Name	Lessee Signature	Date

Recipient on behalf of CPRD	Signature on behalf of CPRD	Date

CITY OF COMMERCE

City Council Agenda

Subject: Consider Approval Water Contract Sales Agreement City of Maysville

Date: May 18, 2026

Budget Impact: **Category:**

Funding Source:

City Council Action Requested On:

Department: Administration

Staff recommends

Matthew Hailey

Matthew Hailey, Assistant City Manager

Commerce water sale agreement.pdf

State of Georgia City of Commerce **WATER SALE AGREEMENT**

THIS AGREEMENT, made and entered into this _4__ day of _May_____, 2026 by and between the CITY OF COMMERCE, a Municipal Corporation organized under the laws of the State of Georgia, acting by and through its duly constituted Mayor and Council, hereinafter referred to as "City" and the CITY OF MAYSVILLE, a Municipal Corporation organized under the laws of the State of Georgia, acting by and through it duly constituted Mayor and council, here after referred to as "Maysville".

WITNESSETH:

WHEREAS, Maysville desires to purchase water from the City; and

Whereas, the City agrees to sell water to Maysville under certain stipulations; and

Whereas, the City and Maysville deem it appropriate to more formally reduce their agreement to writing:

NOW THEREFORE, in consideration of the mutual promises, mutual benefits, and mutual undertakings, as are hereafter set out, it is contracted and agreed by and between the City and Maysville, each acting by and through it duly authorized official, governing authorities, and agents after proper resolutions, as follows:

1.

The City covenants to sell and deliver to Maysville such quantity of potable water as Maysville may require on an as needed basis to serve residential and commercial customers of Maysville's water system up to 300,000 gallons of water per day, on a monthly average with peak day demand of up to 500,000 gallons per day. The city shall have the right, at its discretion, to increase the gallons per day as set forth herein.

2.

(a) Maysville covenants and agrees to pay the City a monthly rate for such usage at a cost of Three Dollars and Twenty-Five cents ($3.25) per thousand gallons for the first 6,000,000 gallons per month. For usage greater than 6,000,000 gallons per month the billing rate shall be Five Dollars and Fifteen cents ($5.15) per thousand gallons. For usage greater than 8,500,000 gallons per month the billing rate shall be equal to the City's rate for retail customers located outside of the City limits which is in effect for that month. Maysville shall pay for a mandatory minimum usage of 3,000,000 gallons per month even if actual usage is less than 3,000,000 gallons for the month. The City shall read the meter reading at the hereinafter described connection point between the two systems on a monthly basis to ascertain the volume of water supplied to the City of Maysville for all water used during the metered reading period. Maysville shall have the right to be present at such reading should it desire.

(b) If during a given month Maysville purchases water due to emergency circumstances, then Maysville may request that the water purchased for the emergency be billed at $3.25 per thousand gallons. Maysville shall provide a written request for this price reduction and shall include documentation and justification for the emergency and for the volume of water purchased due to the emergency. City shall have ten business days to review the request and either approve or deny.

If approved, the next monthly bill to Maysville shall reflect the price reduction. For the purpose of this section "emergency" shall include events outside the control of Maysville such as a fire, water main break or equipment failure.

3.

Maysville shall pay the City no later than twenty (20) days after receipt of the monthly billings by the City based on said volume and rate noted above. The rates described in Section 2 shall be effective through December 31, 2029.

4.

The connection and metering station between the City water system and the Maysville water system shall be located on State Route 98 at Yarbrough Ridgeway Road. Flow of water from the City system into the Maysville system at the said connection point shall be disconnected by either party if said flow is deemed to be not potable, i.e. does not meet the Georgia Environmental Protection Division rules for Safe Drinking Water including both primary and secondary containment levels.

5.

Maysville shall have the right of access to said metering station for the purpose of inspection. Maysville shall have the right, at its own expense and with its own personnel or others hired by it, to test said meter and to check said meter for accuracy at any time it deems the same to be necessary. Maysville shall be responsible for all repairs and maintenance of said metering station and may be required to have said meter tested for accuracy from time to time by the City of Commerce.

6.

Maysville shall, at its own risk and expense, install, maintain and operate any other facilities beyond said point of connection which it deems necessary to deliver said water to its point of ultimate use and consumption. The City shall not be responsible for water pressure or other hydraulic problems after the water passes through the aforesaid point of connection.

7.

In the event of any shortage of water by the City by reason of force majeure or other cause not reasonably within the control of the City, the City agrees to share on a pro-rated basis with Maysville any water that is available. Maysville's allocation of water in this situation will be the volume of water used by Maysville during the twelve (12) consecutive months prior to the period of water shortage, divided by the total volume of water supplied by the City during the same time period multiplied by the volume of water estimated by the City to be available. This paragraph is not subject to the arbitration clause hereinafter set forth. Maysville will be responsible for following the same water restriction requirements as set forth from time to time by either City and/or the State Department of Natural Resources.

8.

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the Untied States or the State of Georgia or any civil or military authority, insurrections, riots, epidemics, landslides, lighting, earthquakes, hurricanes, storms, floods, washouts, droughts, arrest, restraints of government and people, civic disturbances, explosions breakage or accidents to machinery, pipe lines, partial or entire failure of water supply and inability on the part of either party to deliver or receive water hereunder, on account of any other causes not reasonable with in the control of the party claiming such liability.

9.

Maysville shall not sell or distribute water purchased from the City to any other public or private water system without prior written approval of the City. Maysville shall sell water purchased from the City under this contract and agreement only to end-users of Maysville's water system. Prior to approving a development project which would consume an average of more than 50,000 gallons per month, Maysville shall consult with the City to determine whether such end-user would adversely affect the City's ability to provide sufficient water under this Agreement. If the City determined that there would be an adverse effect the City shall have the right to amend this Agreement in such manner as the City deems necessary to alleviate such adverse effect.

10.

None of the terms of this Agreement shall prevent the parties hereto from negotiating the right for future installation of water lines. This Agreement will also allow Maysville to negotiate for other services other than water services.

11.

None of the terms of this Agreement shall prevent Maysville from constructing water distribution facilities throughout Maysville's service area as may from time to time be required. In addition, there is nothing within this Agreement that gives Maysville the right to remove or take any City's water customers now being served by the City.

12.

If any disagreement shall arise with reference to any of the terms or conditions of this Agreement, or with reference to any matter connected with same, such disagreements or disputes shall be submitted to and decided by arbitrators. Maysville will appoint one arbitrator and City will appoint one arbitrator and the two so appointed arbitrators shall select a third arbitrator and the decision of two of the three chosen arbitrators shall control, and their decision in the matter shall be binding on the parties hereto; provided, however, that if the two arbitrators first chosen cannot agree on the third arbitrator, each party hereto may

apply to the Chief Judge of the Superior Court of Jackson County for the appointment of a third arbitrator. Any party dissatisfied with the final decision of the arbitrators may appeal that decision de novo to the Superior Court of Jackson County. This paragraph shall not apply to any matter contained in paragraph 2 herein.

13.

It is expressly understood and agreed by and between the parties hereto that the City shall have no liability to Maysville for the City's inability to provide all water needed by Maysville under the terms and condition set forth herein; and further, Maysville shall, to the extent allowed by law, indemnify and hold harmless the City from any and all liability and claim of damage made against the City by any customer of Maysville.

14.

In the event any phrase, clause, sentence, paragraph or section of this Agreement be held invalid or unconstitutional by any court of competent jurisdiction of this State, or of the United States in any manner or respect whatsoever, it shall in no wise affect any or all of the remaining provisions, all of which shall remain in full force and effect.

15.

This Agreement shall be effective upon due execution by the parties hereto on the day and year first above written and shall remain in full force until termination in writing by either party hereunder upon 30 days written notice of the other party. This agreement shall begin on the _____ day of _____, 2026 and shall terminate on _____, 20__, unless sooner terminated by a party. Prior to the end of the Term, the parties agree to negotiate in good faith to extend this Agreement for additional three (3) year term.

16.

It is mutually agreed by and between the parties hereto that this Agreement or any renewal thereof shall have no effect whatsoever on any rights, duties or laws affecting either party hereto in their relationship to each other, or their relationship with any third party.

17.

Maysville shall not assign this Agreement without the written consent of the City.

18.

Provisions of the Revenue Bond Law (Georgia Laws 1957, Page 37, ET, Seq., as amended, amending the law formerly known as Revenue Certificate Law of 1937, Georgia Laws 1937, page 761, ET, Seq., as amended), are made a part hereof, incorporated herein, and where in conflict with any of the term of this agreement, said Revenue Bond Law shall control.

19.

All resolution or parts of resolution in any prior agreements, contracts or ordinances, if any, which are in in conflict with this Agreement are hereby expressly repealed.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officials and officer, pursuant to appropriate resolutions and ordinances hereinbefore duly and properly adopted by each, have caused this Agreement to be executed in duplicate, and the official seals of each properly affixed, each delivering to the other a copy having full force and effect of the original, on the day, month, and year first above written.

CITY OF COMMERCE

BY: _____
J. Clark Hill, Mayor

CITY SEAL

Attest:
By: _____
Sandra Haggard, City Clerk

CITY SEAL

K JACKSON
NOTARY PUBLIC
FRANKLIN COUNTY, GEORGIA
MY COMMISSION EXPIRES JUNE 08, 2026

CITY OF MAYSVILLE

BY: _____
Richard Presley, Mayor

Attest:
By: _____
Kim Jackson, City Clerk

CITY OF MAYSVILLE
SEAL
BANKS JACKSON
GEORGIA


CITY OF MAYSVILLE
SEAL
GEORGIA

CITY OF COMMERCE

City Council Agenda

Subject: Consider Approval of Resolution authorizing participation in an Amicus Brief in *Chang v. City of Milton*

Date: May 18, 2026

Budget Impact: **Category:**

Funding Source:

City Council Action Requested On:

This resolution authorizes the City of Commerce to join an amicus brief in *Chang v. City of Milton*, a case that will determine whether Georgia cities can be held liable for personal injury claims under a nuisance theory doctrine not based on any constitutional or statutory waiver of sovereign immunity. The Georgia Supreme Court has reiterated that sovereign immunity waivers must come from the Constitution or the General Assembly, and several Justices have questioned the legal basis of older cases that expanded municipal liability. The outcome of this case has statewide implications: it could expose cities, but not counties, to increased and inconsistent liability.

By adopting this resolution, the City Council would:

- Support a legal position that protects the City from judicially created liability not authorized by Georgia's Constitution or statutes.
- Join a coordinated statewide effort ensuring municipalities voices are heard in this important appellate proceeding.
- Affirm that any waiver of municipal sovereign immunity must be grounded in law, not expanded through case-by-case litigation.
- Authorize participation in an amicus brief that advances the interests of all Georgia cities, including Commerce.

Department: Administration

Staff recommends approval.

Matthew Hailey

Matthew Hailey, Assistant City Manager

04.25.26 - Updated Amicus Resolution

RESOLUTION OF THE CITY OF COMMERCE, GEORGIA

AUTHORIZING PARTICIPATION IN AN AMICUS BRIEF IN CHANG v. CITY OF MILTON ON REMAND BEFORE THE GEORGIA COURT OF APPEALS OR, IF WARRANTED, THE GEORGIA SUPREME COURT

WHEREAS, the litigation styled Chang v. City of Milton arises from claims asserted against the City of Milton, Georgia, related to a 2016 motor vehicle collision on Batesville Road;

WHEREAS, on September 16, 2024, the Georgia Court of Appeals issued its decision in City of Milton v. Chang, 373 Ga. App. 667 (2024);

WHEREAS, the Supreme Court of Georgia thereafter granted certiorari and, on March 12, 2026, vacated the Court of Appeals decision and remanded the case for further proceedings, holding that a municipality's ministerial duty over roadway upkeep and repair did not apply where the alleged unsafe condition was outside the lanes of ordinary travel, City of Milton v. Chang, 2026 WL 695364;

WHEREAS, following remand, the Georgia Court of Appeals will consider the separate question of whether a Georgia municipality may nevertheless be subjected to liability under a so-called nuisance theory for personal injury claims;

WHEREAS, the City recognizes that any asserted waiver of sovereign immunity for nuisance claims resulting in personal injury does not arise from any express constitutional or statutory waiver applicable to municipalities, but instead traces to judicial decisions such as Town of Fort Oglethorpe v. Phillips, 224 Ga. 834 (1968);

WHEREAS, the Supreme Court of Georgia explained in Georgia Department of Natural Resources v. Center for a Sustainable Coast, Inc., 294 Ga. 593 (2014), that waivers of sovereign immunity must come from the Constitution or the General Assembly and that courts may not create new exceptions to sovereign immunity;

WHEREAS, in Mayor & C. of Savannah v. Palmerio, 242 Ga. 419 (1978), Justice Hall, in a concurring opinion, advised that "the time is long past for this court to re-examine its opinion in Town of Ft. Oglethorpe v. Phillips, 224 Ga. 834, 165 S.E.2d 141 (1968);"

WHEREAS, in Gatto v. City of Statesboro, 312 Ga. 164, fn. 6 (2021), the Court observed "[s]ome of us have doubts about the legal foundations of Phillips, which also divorced municipal nuisance liability from its basis in our Constitution's Takings Clause;"

WHEREAS, a nuisance theory that permits personal-injury claims against cities, but not counties, creates an uneven exposure to liability that is not supported by a clear constitutional or statutory waiver;

WHEREAS, Georgia law has long distinguished between nuisance claims that implicate the Takings Clause and nuisance claims seeking damages for personal injury;

WHEREAS, municipalities across the State have a substantial interest in ensuring that any waiver of sovereign immunity remains tied to a constitutional or statutory foundation rather than a judicially created expansion;

WHEREAS, the City finds that it is in the best interests of its citizens and residents to support the City of Milton in seeking an appellate ruling that there is no waiver of municipal sovereign immunity for an alleged nuisance resulting in personal injury, outside the limited context of a nuisance claim amounting to a constitutional taking; and

WHEREAS, the City further finds that Georgia cities should have their collective voice heard on this issue of statewide importance through coordinated amicus participation before the Georgia Court of Appeals and/or the Georgia Supreme Court.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF COMMERCE, that:

- The City authorizes participation in, support for, and joinder with an amicus curiae brief or briefs to be filed in Chang v. City of Milton on remand before the Georgia Court of Appeals and/or, if further appellate proceedings occur after the Court of Appeals, before the Georgia Supreme Court, and authorizes the City's name to be included as an amicus participant.
- The City supports the position that any purported waiver of a city's sovereign immunity for nuisance claims seeking recovery for personal injury is a judicially created doctrine rather than an express waiver grounded in the Georgia Constitution or an act of the General Assembly.
- The City supports the position that, consistent with Sustainable Coast and related sovereign-immunity precedent, no waiver of municipal sovereign immunity exists for an alleged nuisance resulting in personal injury.
- The Mayor, City Manager, City Attorney, and such other officers as may be appropriate are authorized to take all actions reasonably necessary to implement this Resolution and to coordinate with counsel for the City of Milton and other participating municipalities.

SO RESOLVED this _____ day of _____, 2026.

CITY OF COMMERCE, GEORGIA

_____
Mayor

ATTEST:

_____
City Clerk

4

CITY OF COMMERCE

City Council Agenda

Subject: Consider Approval of Intergovernmental Agreement with Banks County Government - Water & Sewer Service Strategy

Date: May 18, 2026

Budget Impact: $35,000 **Category:**

Funding Source: General Fund

City Council Action Requested On:

Both the City of Commerce and Banks County provide water and sewer services in the Banks Crossing area. The two jurisdictions are collaborating to ensure the long-term viability of these services for their citizens. To support this effort, both governments intend to enter into an Intergovernmental Agreement to evenly share the costs of analyzing both utility systems. The purpose of this analysis is to identify potential points of interconnectivity for use during system failures or repairs, evaluate possible service area boundaries in preparation for the 2028 Service Delivery Strategy (SDS) negotiations, and determine how raw and treated water can be moved more efficiently between the two systems.

Civil Engineering Consultants (CEC), one of the City's approved engineering firms, has proposed to conduct this analysis and deliver the items outlined in their proposal. Both governments have verbally agreed to divide the cost of CEC's work equally and to openly share all data collected under the proposal.

City staff have included the City's share of these costs ($35,000) in the FY 2026-2027 Professional Services budget.

Banks County Commission will be discussing and voting on this item during their May sessions.

Department: Administration

Staff recommends approval.

Matthew Hailey

Matthew Hailey, Assistant City Manager

IGA -Commerce Banks Co Water Sewer Strategy (final 04-24-2026).pdf

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
BANKS COUNTY AND THE CITY OF COMMERCE, GEORGIA
TO DEVELOP A WATER AND SEWER SERVICE STRATEGY

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), made this _____ day of _____ 2026, (the date to be inserted by the last party to execute and known as the "Effective Date") by and between **BANKS COUNTY, GEORGIA** (hereinafter referred to as the "County"), and the **CITY OF COMMERCE, GEORGIA** (hereinafter referred to as the "City").

W I T N E S S E T H:

WHEREAS, the County and the City are both political subdivisions of the State of Georgia; and

WHEREAS, the County and the City each operate public water and sewer systems serving portions of the County and the City; and

WHEREAS, it is in the best interest of the County and the City to deliver water and sewer services in the most efficient manner reasonably feasible and to reduce duplication of services; and

WHEREAS, pursuant to 1983 GA. CONST., ART. 9, SEC. 3, PARA. 1, the County and the City may contract with each other for joint services.

NOW, THEREFORE, for and in consideration of the mutual public benefit and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the above recitals and as follows:

1.

For and in consideration of the terms and conditions hereinafter set forth, the County and the City do hereby agree to obtain a professional analysis of their water and sewer systems. The City shall contract with Civil Engineering Consultants, Inc., a Georgia corporation ("CEC"), to provide such analysis.

2.

Both parties shall cooperate fully and promptly with CEC to facilitate the completion of the analysis, including, but not limited to, providing information as reasonably requested by CEC and allowing CEC access to inspect each party's water and sewer systems.

3.

The City shall invoice the County monthly for the one half of the cost of services performed by CEC and the County shall pay each invoice within fifteen (15) business days of receipt. A copy of the proposal from CEC dated April 6, 2026, as delivered to the City, is

attached hereto marked "Exhibit A." Neither party hereto shall be obligated to contribute more than fifty percent (50%) of CEC's proposed not-to-exceed budget of $70,000.00 total, absent an amendment to this Agreement signed by both parties in accordance with subsection 6.8 below.

4.

Upon receipt of the same, the City shall promptly provide to the County copies of all reports, maps, or any other documents (including but not limited to any and all deliverables delineated in the proposal attached at Exhibit A) produced by CEC. This Agreement shall terminate upon completion of the CEC services and payment in full of all sums due to the City from the County.

5.

Notices, requests, demands and other communications provided for hereunder shall be in writing or sent by electronic mail to the email address indicated below; mailed by first class United Stated certified mail, return receipt request; delivered by overnight carrier (such as, but not limited to, UPS, Federal Express or DHL); or personally delivered to the applicable party at the addresses indicated:

In case of the City, to:	City of Commerce Attn: City Manager 110 State Street P.O. Box 348 Commerce, GA 30529 Telephone: 706-423-5125 mhailey@commercega.gov
In case of the County, to:	Banks County Government Attn: BOC Chairman 150 Hudson Ridge, Suite 1 Homer, GA 30547 Telephone: 706-677-6800 chairman@co.banks.ga.us

Or at such other address as may be designated by and between the parties in writing.

6.

6.1 All time limits stated herein are of the essence of this Agreement.

6.2 Each of the provisions of this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of the County and the City and to the successors and assigns of the County and the City authorized under this Agreement.

6.3 No failure of either party to exercise any right or power given to the other party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of the County or the City at variance with provisions of this Agreement shall constitute a waiver of the City or the County's right to

demand exact and strict compliance by the other with the terms and conditions of this Agreement.

6.4 All rights, powers and privileges conferred by this Agreement upon the County and the City shall be cumulative, and not restrictive, of those given by law.

6.5 If any provisions in this Agreement or any portion thereof should be ruled void, invalid, or unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portions of such provisions and all other provisions of this Agreement shall survive and be applied, and any invalid portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

6.6 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

6.7 The parties represent that they have the right, power and authority to enter into this Agreement and that no further approvals, permissions, or consents of any sort from any persons or entities are necessary for them to enter into this Agreement.

6.8 No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be in writing and signed by authorized representatives of both the County and the City.

7.

7.1 The County shall not have any responsibility or obligation to contribute toward any interest, penalties or liens associated with the City's administration of the contract with CEC, including but not limited to the City's processing of invoices received from CEC.

7.2 The City shall receive a completed E-Verify Contractor's Affidavit from CEC in accordance with the requirements of O.C.G.A. O.C.G.A. § 13-10-91.

7.3 The City shall ensure that CEC is properly licensed for the work to be performed by CEC and that CEC is properly insured with, at minimum, general liability protection covering claims that may be generated while CEC is working on City and/or County property, and professional liability insurance related to the services performed by CEC.

(remainder of this page intentionally left blank)

(signature page follows)

IN WITNESS WHEREOF, the County and the City, acting by and through their duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

CITY OF COMMERCE, GEORGIA

By: _____
J. Clark Hill, Jr. M.D., Mayor

Attest: _____
Sandra Haggard, City Clerk and
Deputy City Manager

(City Seal)

BANKS COUNTY, GEORGIA

By: _____
Taylor Griffith, Chairman

Attest: _____
Erin Decker, County Clerk

(County Seal)

EXHIBIT A

CEC
CIVIL ENGINEERING CONSULTANTS, INC.
Civil & Environmental Engineering

April 6, 2026

Mr. Matt Hailey
City Manager
City of Commerce
110 State Street
Commerce, Georgia 30529

RE: Proposal for Professional Services for City of Commerce – Banks County
Water and Sewer Delivery Strategy
City of Commerce, Georgia

Dear Mr. Hailey:

Civil Engineering Consultants, Inc. (CEC) is pleased to present this proposal for Professional Services to assist the City of Commerce and Banks County in redefining water and sewer service areas between the two entities. CEC proposes to complete the services within sixty (60) days of receiving Notice to Proceed. The following general considerations will guide our approach:

1. Recommendations will consider existing service delivery conditions. It is anticipated that a purely geographic delineation of service areas may not be entirely feasible.
2. Water system recommendations will consider hydraulic conditions, including pressure zones, to ensure adequate flows and pressures are maintained throughout each service area.
3. Recommendations will clearly identify interconnections and terminations between the two systems.
4. Recommendations will consider Banks County and the City of Commerce working towards infrastructure upgrades and connections to Toccoa's water system.
5. The evaluation will include a comparison of existing water storage capacity against current and projected future demands to inform system delineation.
6. Sewer system recommendations will be based on drainage basin boundaries. CEC will aim to minimize the need for additional pump stations, while prioritizing strategies to decommission existing pump stations wherever feasible.
7. Both water and sewer recommendations will consider system age, depreciation, and replacement costs. For planning purposes, CEC assumes an average infrastructure lifecycle of 25 years (noting that pipes may exceed this lifespan, while pumps typically require more frequent replacement).
8. If existing data is unavailable, CEC will perform field hydraulic analyses of the water system, including fire hydrant flow testing and water modeling, as needed.
9. If necessary, CEC will also evaluate existing pump stations to identify potential capacity limitations.

Deliverables include:

1. Service Delivery Map – Prepare map that differentiates the agreed upon water and sewer service areas.
2. Service Delivery Report – Prepare short report detailing recommendations and methodology.

Our Exclusions to this proposal include the following:

1. Mapping Services: CEC will use available water and sewer mapping data for the analysis.

The City of Commerce and Banks County should provide the following information.

1. Geo listing of current water and sewer customers
2. GIS map of water facilities
3. GIS map of sewer facilities

Our Proposed Fees includes the following:

1. Water Service Area Delivery Strategy: $30,000 Hourly Not To Exceed

2. Sewer Service Area Delivery Strategy: $35,000 Hourly Not To Exceed

3. Meetings: $5,000 Base Fee or $1,000 per Meeting per Professional

Our Standard Contract Conditions are attached to this Proposal and should be considered a part of this Agreement. You may accept this Proposal by filling out our Agreement for Limited Professional Services and signing and dating in the space provided below and returning one copy to me.

Please call with any questions.

Very truly yours,
CIVIL ENGINEERING CONSULTANTS, Inc.



Andrew E. Lovejoy, P.E.
President

4994 Lower Roswell Road, Suite 34 • Marietta, Georgia 30068 • (770) 977-5747 • www.cec.engineering

CIVIL ENGINEERING CONSULTANTS, INC.
AGREEMENT FOR LIMITED PROFESSIONAL SERVICES

Project Name: Commerce – Banks County Water and Sewer Service Area Strategy

Project Location: City of Commerce, Georgia

Proposal Date: April 6, 2026

Description of Services: Professional Design Services for Service Delivery Strategy

Financial Considerations: $65,000 Hourly NTE, and $5,000 Budget

FOR PAYMENT OF CHARGES

Charge Invoice to the Account of:

Firm: _____

Address: _____

_____

Attention: _____

Phone: _____ Fax: _____

FOR APPROVAL OF CHARGES

If the invoice is to be mailed for approval to someone other than the account charged, please indicate in the space below:

Firm: _____

Address: _____

_____

Attention: _____

Phone: _____ Fax: _____

This **Agreement** is subject to the following special provisions: _____

_____

_____

This **Agreement** together with **Civil Engineering Consultants' Standard Contract Conditions** constitute the entire agreement between **Client** and **Civil Engineering Consultants** and supersedes all prior written or oral understandings.

	OFFERED BY:	**ACCEPTED BY:**	
Civil Engineering Consultants, Inc.		**Client:**	_____
Signature:		**Signature:**	_____
Date:	April 6, 2026	**Date:**	_____
Printed Name:	Andrew E. Lovejoy	**Printed Name:**	_____
Title:	President	**Title:**	_____

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICE
September 1, 2025

STANDARD OF PERFORMANCE

For the purpose of this document, ENGINEER designates the entity that provides professional consulting services: including surveying, engineering, and other related services. The standard of care by ENGINEER under this Agreement will be the care and skill ordinarily used by members of the ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warrantees, expressed or implied, under this Agreement or otherwise, in conjunction with ENGINEER's services.

INSURANCE

ENGINEER agrees to procure and maintain, at its expense, Worker's compensation insurance as required by Statute; Automobile Liability insurance; Commercial General Liability insurance; and Professional Liability Insurance for claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which Engineer is legally liable. Upon request, CLIENT shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the CLIENT for the claims covered by the ENGINEER's insurance, subject to the limitation of liability contained in that Section as it appears within these terms and conditions.

OPINONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by the ENGINEER are made on the basis of information available to the ENGINEER and on the basis of the ENGINEER's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') means and methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing the work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions contained with the work and shall not manage, supervise, control or have charge of construction. Further, ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project.

CONTROLLING LAW

This Agreement is to be governed by the law of the state where the ENGINEER's services are performed.

SERVICES AND INFORMATION

CLIENT will provide all criteria and information pertaining to CLIENT's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. CLIENT will also provide copies of any CLIENT-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

CLIENT will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by the ENGINEER. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by CLIENT that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions, or advice. Further, it is the CLIENT's sole responsibility to obtain the advices of an attorney, insurance counselor or accountant to protect the CLIENT's legal and financial interests. To that end, the CLIENT agrees that CLIENT or the CLIENT;'s representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by the ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the CLIENT deems necessary to protect the CLIENT's interests before CLIENT takes action or forebears to take action based upon or relying upon the services provided by the ENGINEER.

SUCCESSORS AND ASSIGNS

CLIENT and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither CLIENT nor ENGINEER will assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

RE-USE OF DOCUMENTS

CLIENT or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum", or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for reasonable profit for services performed.

SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term of condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term, or condition.

INVOICES, PAYMENTS, and NOTICE

ENGINEER will typically submit a monthly invoice (or more or less frequent as appropriate) for services rendered and CLIENT will make prompt payments upon receipt in response to the ENGINEER's invoices. Labor expense will be charged in accordance with proposed rates and terms. Material and subcontractor expenses will be marked up 10% to cover administrative and insurance costs.

ENGINEER will retain receipts for reimbursable expenses in general accordance with the Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by CLIENT's auditors upon request.

CLIENT shall make prompt payment to ENGINEER regardless of any other agreements or arrangements with Owner. ENGINEER's compensation shall not be tied to CLIENT's receipt of payment by the Owner.

CLIENT recognizes that late payment of invoices results in extra expenses for the ENGINEER. ENGINEER retains the right to assess CLIENT interest at the rate of one and half percent (1.5%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the due date of the invoice. In the event that portions of the ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

If CLIENT disputes any items in ENGINEER's invoice for any reason, CLIENT must notify ENGINEER in writing within 30 days of the date of the invoice and pay the remaining undisputed amount of the invoice by the due date. CLIENT will clearly identify the disputed item in writing and request clarification and/or correction. If applicable after any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

The ENGINEER maintains the **right** to assert a **lien** against the **property** for labor, materials, services, or equipment furnished in connection with the project. The Engineer maintains the right to pursue collections of unpaid invoices to the full extent of Georgia law.

CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform CLIENT of such situations so that changes in scope and adjustments to time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for the performance of the services, and equitable adjustment shall be made, and the Agreement modified accordingly.

CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

HAZARDOUS MATERIALS

CLIENT represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, CLIENT represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity, and location of such hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify CLIENT and, to the extent required by law or regulation, the appropriate government officials, and ENGINER may, at its option and without liability for consequential or any other damages to CLIENT, suspend performance of services on that portion of the project affected by hazardous materials until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. CLIENT acknowledges that ENGINEER is performing professional services for CLIENT and that ENGINEER is not and shall not be required to become and "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with the ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and sub consultants form and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, CLIENTs, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from hazardous materials, provided that any such cost, loss or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and

(i) nothing in this paragraph shall obligate CLIENT to indemnify any individual or entity form and against the consequences of that individual's or entity's sole negligence or willful misconduct.

EXECUTION

This Agreement, including the exhibits and schedules made a part thereof, constitute the entire Agreement between ENGINEER and CLIENT, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented, or modified only by a written instrument duly executed by the parties.

LIMITATION OF LIABILITY

ENGINEER's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including ENGINEER's professional negligent acts, errors, or omissions, shall not exceed if applicable the ENGINEER's compensation for reports or opinions, or otherwise the lessor of $50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and CLIENT hereby releases and holds harmless ENGINEER from any liability above such amount.

CIVIL ENGINEERING CONSULTANTS, INC.

2026 FEE SCHEDULE

FOR

ENGINEERING SERVICES

ENGINEERING SERVICES:	
Principal Engineer	$235.00 per hour
Senior Design Engineer	$210.00 per hour
Project Manager	$210.00 per hour
Project Engineer	$180.00 per hour
ENGINEERING DRAFTING:	
Senior CAD Specialist	$125.00 per hour
CAD Specialist	$95.00 per hour
GEOGRAPHICAL INFORMATION SYSTEMS:	
Senior GIS Analyst	$175.00 per hour
SURVEYING SERVICES:	
Survey Crew	$170.00 per hour
Survey Technician	$75.00 per hour
ADMINISTRATIVE:	
Contract Administrator	$125.00 per hour
Office Manager	$105.00 per hour
Administrative Assistant	$85.00 per hour
PRINTING:	
Xerox Copies (In House)	$0.25 each
Outside Printing & Copying Services	Cost Plus 15%
SUBCONTRACT SERVICES:	Cost Plus 15%
MILEAGE:	$0.70/mile

CITY OF COMMERCE

City Council Agenda

Subject: Consider Approval of Hope Pregnancy Resource Center's "Run for Hope" 5K - November 14, 2026 and related street slowdowns.

Date: May 18, 2026

Budget Impact: **Category:**

Funding Source:

City Council Action Requested On:

Hope Pregnancy Resource Center, Commerce request the use of city streets for the annual 5K on November 14, 2026. The 5K will begin at Spencer Park and will continue the route by the school and back to the beginning site. The race is not a city event; however, has been done annually for several years. Staff and volunteers of HPRC handles the administration and staffing of this event.

Department: Parks and Recreation

Staff recommends approval.

Matthew Hailey

Matthew Hailey, Assistant City Manager

CITY OF COMMERCE

City Council Agenda

Subject: Consider Approval of Street & Venue Closures for 2026 Downtown Events

Date: May 18, 2026

Budget Impact: Positive **Category:**

Funding Source:

City Council Action Requested On:
05/18/2026

Downtown Development Authority request consideration of approval from Mayor and City Council for street closures and City Venue closures for 2026 Events that are currently scheduled as follows:

- **Summer in the City -Art-tiques Vintage Market Festival**
  - **June 27 & 28**
  - **August 22 & 23**
  - **October 24 & 25**
    - **Street Closures- beginning at 8am on Friday and ending at 8pm on Sunday**
      - State Street from Cherry Street to N Broad Street
      - Central Avenue from State Street to N Broad Street
        - June 26- 28 - Vendor Setup/Take Down
        - August 21 - 23
        - October 23 - 25
      - Wilhard Street
        - June 27 & 28 - 7am - 8pm Employee Parking ONLY
    - **City Venues**
      - Cherry Street Parking
      - State Street Parking
        - June 26-28 - 8am - 8pm Vendor Set Up/Take down
      - Wilhard Parking
        - June 27 & 28 - 7am -8pm
- **Tigers on the Town - August 13th or 20th (proposed)**
  - Oak St from Little Street to S Elm Stteet
  - Little Street from Oak Street to Pine Street
  - Pine Street from Little Street to S Elm Street
    - August 13 or 20 TBD by CHS 6pm - 8pm
- **Bands Brews & BBQ | Cruisin Commerce - September 19**

        - Oak Streetfrom Little Street to S Elm Street
        - Little Street from Oak Street to Pine Street
        - Pine Street from Little to S Elm Street
            - September 19 8am - 8pm
- **Cruisin Commerce - September 19**
        - State Street from Cherry Street to N Broad Street
        - Central Avenue from State Street to N Broad Street
        - State Street Parking
            - 10am - 6pm
- **Hometown Holidays - November 21**
        - Little Street from Oak Street - Pine Street
            - 4pm - 9 pm
- **Christmas Parade - December 6**
        - Lakeview Drive to Minish Drive
            - Close from 12 noon until parade is on Washington Street
        - Washington Street to N Elm Street
        - Jefferson Road at CVS at N Elm Street
        - Georgia Avenue at N Elm Street
        - Atlanta Avenue at N Elm Street
        - Central Avenue at N/S Elm Street
        - Pine Street at S Elm Street
        - Oak Street at S Elm Street
        - Church Street at S Elm Street
        - Scott Street at S Elm Street
        - Locust Street at S Elm Street
        - Piedmont Street at S Elm Street
            - Any and all streets and RR crossovers on Elm Street by 3pm

Department: Mainstreet/DDA

Staff recommends approval.

Matthew Hailey

Matthew Hailey, Assistant City Manager 05/18/2026

CITY OF COMMERCE

City Council Agenda

Subject: Consider Approval of PR26-0001: Rezoning - Commercial: Regal Investment Holdings, LLC, applicant, seek rezoning on approximately +/- 29.54 acres located on US Hwy 441 South, further identified as Map/Parcel 009 014, from AR (Agricultural Residential District) to C-2 (General Commercial District).

Date: May 18, 2026

Budget Impact: **Category:**

Funding Source:

City Council Action Requested On:

This property is currently zoned AR (Agricultural Residential District), and the applicant is requesting a rezoning to C-2 (General Commercial District). The Future Land Use Map designates this area as Highway Commercial, which is consistent with the proposed zoning. Approval of this request would also align the property's zoning with adjacent parcels that are already zoned C-2.

Staff recommends approval.

On 04/27/2026 the Planning Commission unanimously recommended approval.

Department: Planning and Development

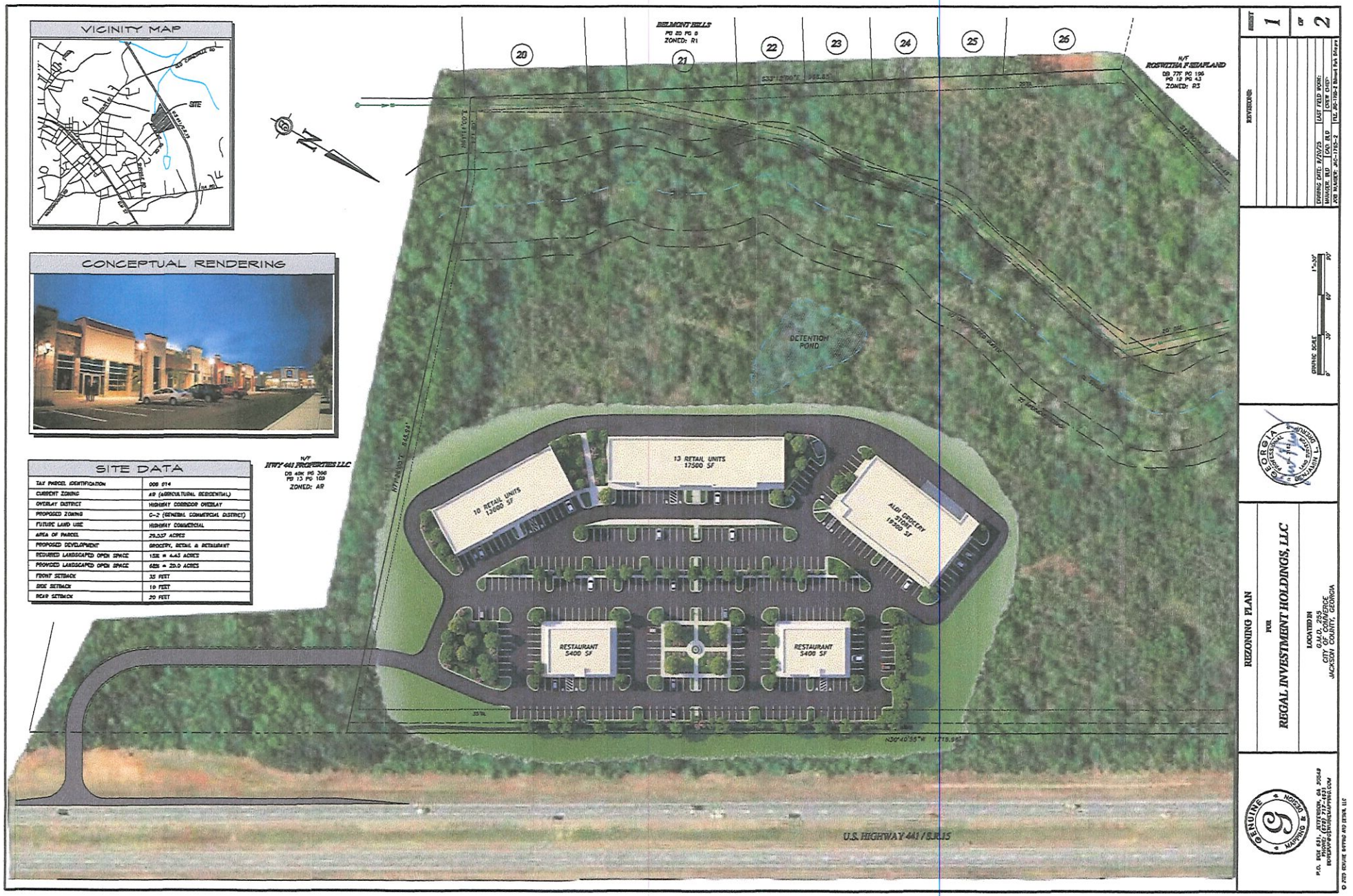
Staff recommends approval.

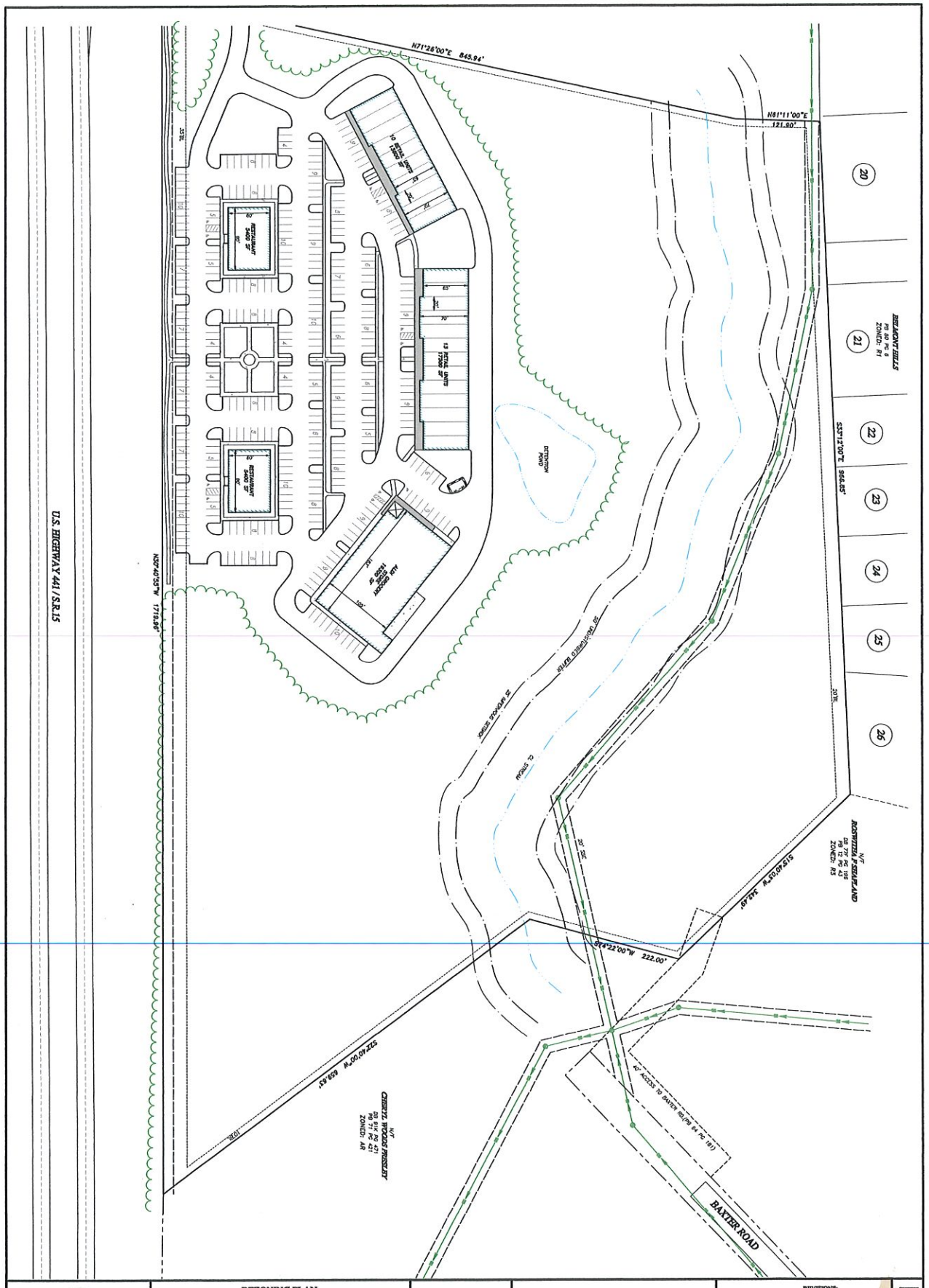
Staff originally recommended approval. On 04/27/2026 the Planning Commission unanimously recommended approval.

Matthew Hailey

Matthew Hailey, Assistant City Manager

Hwy 441 S Concept Plans.pdf
Hwy 441 S Property Letter to P&D Dept..pdf
Hwy 441 S Property Mock Building Proposals.pdf
Hwy 441 S Property Ownership Paperwork.pdf
Hwy 441 S Property Surveys.pdf
Hwy441_Aldi_Retail_092025.pdf
Hwy 441 S Property Rezoning App.pdf


VICINITY MAP
SITE
CONCEPTUAL RENDERING
SITE DATA
TAX PARCEL IDENTIFICATION 008 014
CURRENT ZONING AR (AGRICULTURAL RESIDENTIAL)
OVERLAY DISTRICT HIGHWAY CORRIDOR OVERLAY
PROPOSED ZONING C-2 (GENERAL COMMERCIAL DISTRICT)
FUTURE LAND USE HIGHWAY COMMERCIAL
AREA OF PARCEL 29.237 ACRES
PROPOSED DEVELOPMENT GROCERY, RETAIL & RESTAURANT
REQUIRED LANDSCAPED OPEN SPACE 15% = 4.43 ACRES
PROVIDED LANDSCAPED OPEN SPACE 68% = 20.0 ACRES
FRONT SETBACK 35 FEET
SIDE SETBACK 10 FEET
REAR SETBACK 20 FEET
N/F HWY 441 PROPERTIES LLC DB 49K PG 200 PB 13 PG 103 ZONED: AR
BELMONT HILLS PB 20 PG 8 ZONED: R1
N/F ROSWELDA P. SEAFLAND DB 77F PG 196 PB 12 PG 43 ZONED: R3
DETENTION POND
10 RETAIL UNITS 13000 SF
13 RETAIL UNITS 17500 SF
ALDI GROCERY STORE 19250 SF
RESTAURANT 5400 SF
RESTAURANT 5400 SF
U.S. HIGHWAY 441 / S.R.15
GRAPHIC SCALE
REVISIONS
SHEET 1 OF 2
REZONING PLAN
FOR
REGAL INVESTMENT HOLDINGS, LLC
LOCATED IN
G.M.D. 235
CITY OF COMMERCE
JACKSON COUNTY, GEORGIA
GENUINE SURVEYING & MAPPING
P.O. BOX 431 - JEFFERSON, GA 30549
PHONE: (678) 717-1431
INFO@GENUINESURVEYING.COM
© 2025 GENUINE SURVEYING AND DESIGN, LLC



GENUINE MAPPING & DESIGN
P.O. BOX 631, JEFFERSON, GA 30549
PHONE: (678) 717-4631
BOBERUP@GENUINEMAPPING.COM

REZONING PLAN

FOR

REGAL INVESTMENT HOLDINGS, LLC

LOCATED IN
G.M.D. 255
CITY OF COMMERCE
JACKSON COUNTY, GEORGIA

GEORGIA PROFESSIONAL LAND SURVEYOR No. 3182 BENJAMIN L. BOBERUP

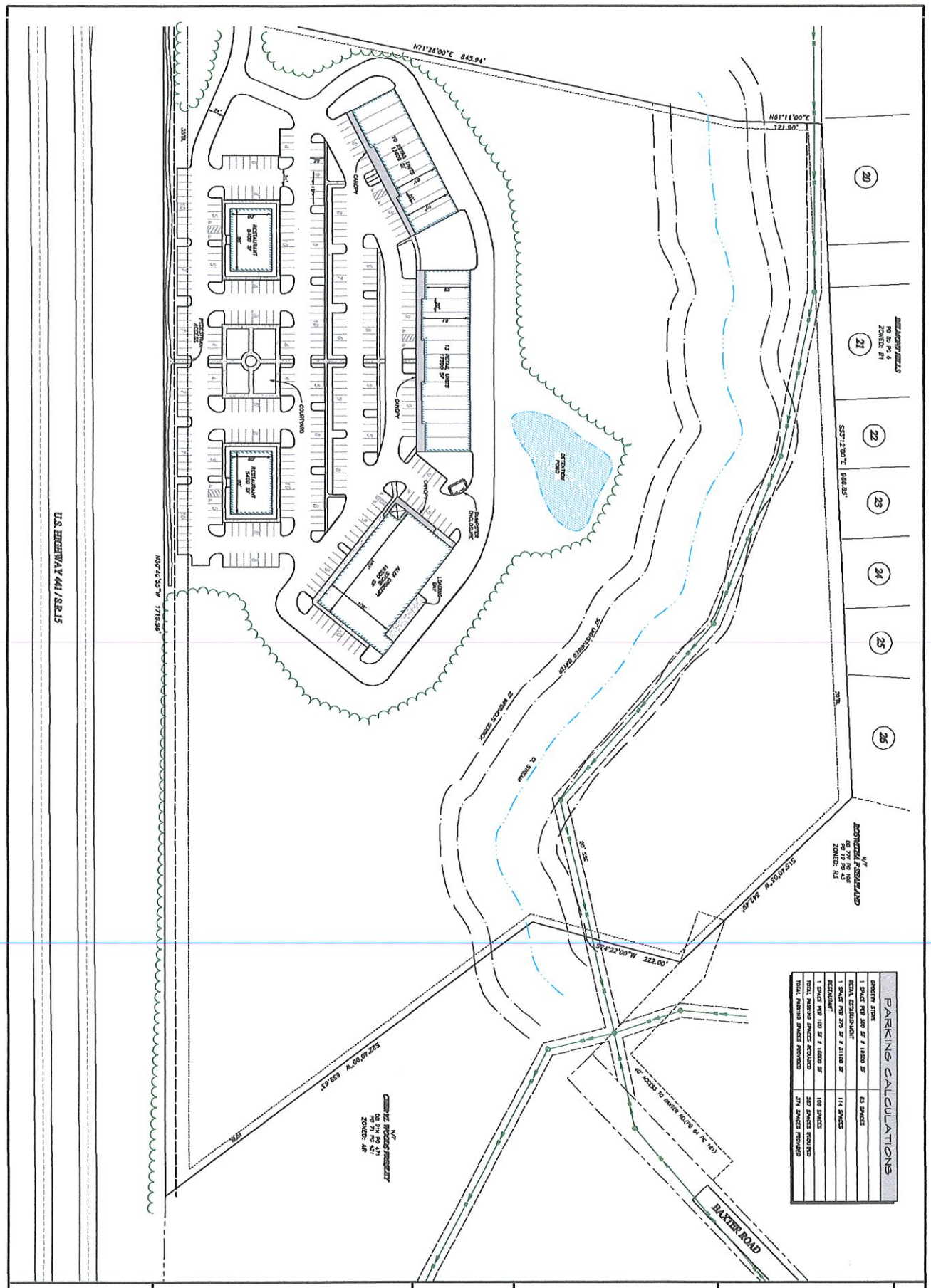
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REVISIONS:

DRAWING DATE: 9/3/25	LAST FIELD WORK:
MANAGER: BLD	CAD: BLD
JOB NUMBER: JAC-1765-2	FILE: JAC-1765-2 Belmont Park Dwg.prj

SHEET 2 OF 2

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GENUINE MAPPING & DESIGN
P.O. BOX 631, JEFFERSON, GA 30549
PHONE: (678) 717-4931
BDEVERVA@GENUINEMAPPING.COM

REZONING PLAN

FOR

REGAL INVESTMENT HOLDINGS, LLC

LOCATED IN
G.M.D. 255
CITY OF COMMERCE
JACKSON COUNTY, GEORGIA

GEORGIA REGISTERED PROFESSIONAL LAND SURVEYOR BENJAMIN L. DEVER

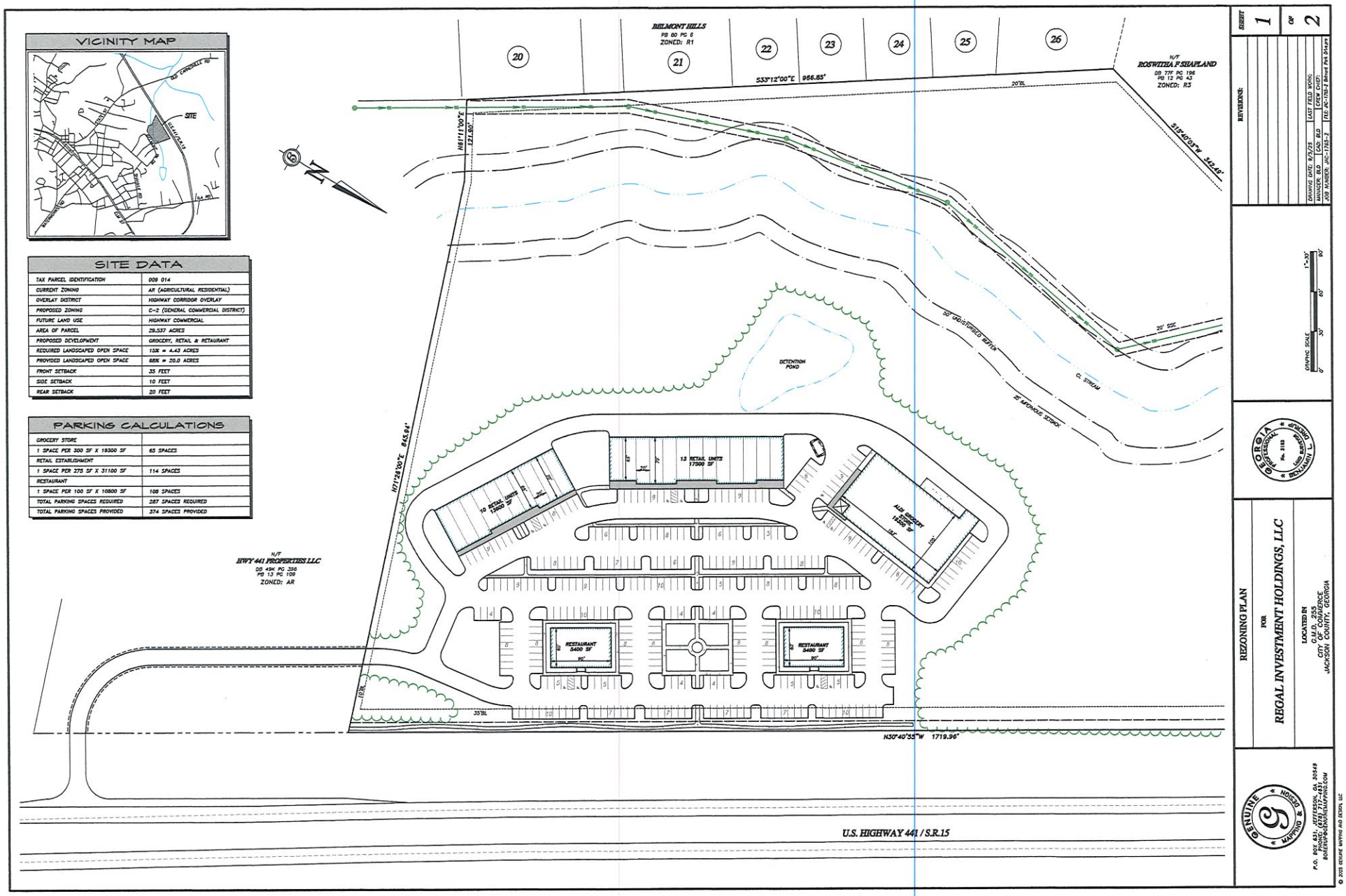
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0' 30' 60' 90'

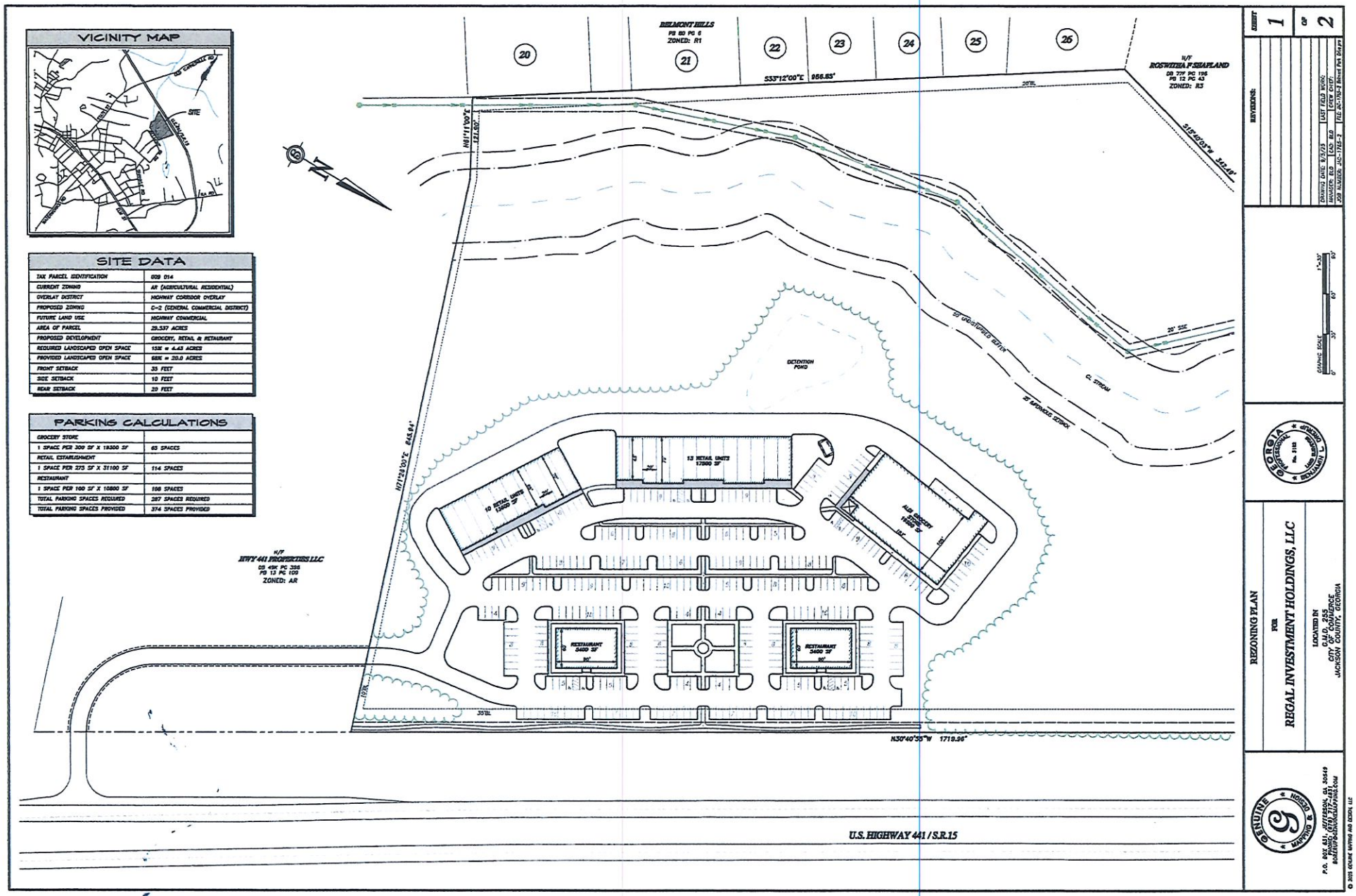
REVISIONS:

DRAWING DATE: 9/20/25 | LAST FIELD WORK:
MANAGER: BLD | DRD: BLD | CREW CHIEF:
JOB NUMBER: JAC-1765-2 | FILE: JAC-1765-2 Balmoral Park Rezone

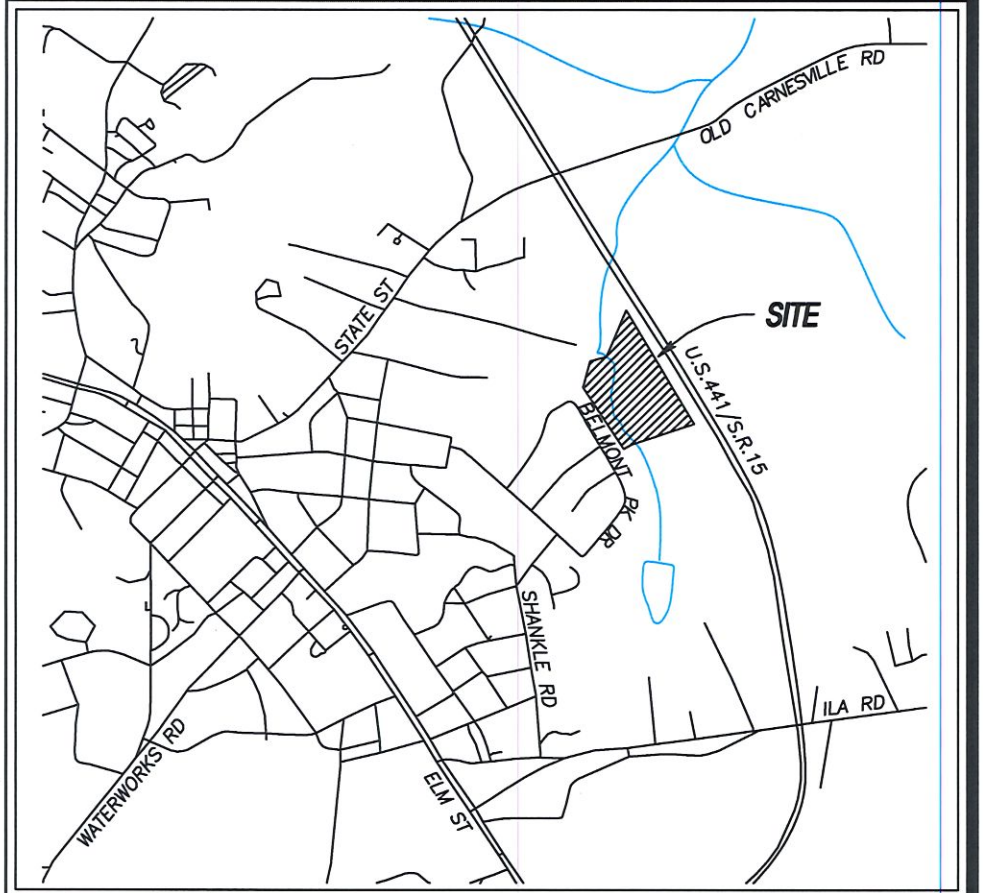
SHEET 2 OF 2

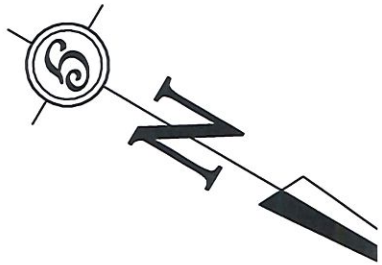
© 2025 GENUINE MAPPING AND DESIGN, LLC


VICINITY MAP
SITE
SITE DATA
TAX PARCEL IDENTIFICATION 009 014
CURRENT ZONING AR (AGRICULTURAL RESIDENTIAL)
OVERLAY DISTRICT HIGHWAY CORRIDOR OVERLAY
PROPOSED ZONING C-2 (GENERAL COMMERCIAL DISTRICT)
FUTURE LAND USE HIGHWAY COMMERCIAL
AREA OF PARCEL 29.537 ACRES
PROPOSED DEVELOPMENT GROCERY, RETAIL & RETAURANT
REQUIRED LANDSCAPED OPEN SPACE 15% = 4.43 ACRES
PROVIDED LANDSCAPED OPEN SPACE 68% = 20.0 ACRES
FRONT SETBACK 35 FEET
SIDE SETBACK 10 FEET
REAR SETBACK 20 FEET
PARKING CALCULATIONS
GROCERY STORE
1 SPACE PER 300 SF X 19300 SF 65 SPACES
RETAIL ESTABLISHMENT
1 SPACE PER 275 SF X 31100 SF 114 SPACES
RESTAURANT
1 SPACE PER 100 SF X 10800 SF 108 SPACES
TOTAL PARKING SPACES REQUIRED 287 SPACES REQUIRED
TOTAL PARKING SPACES PROVIDED 374 SPACES PROVIDED
BELMONT HILLS
PB 80 PG 6
ZONED: R1
N/F
ROSWITHA F SHAPLAND
DB 77F PG 196
PG 12 PG 43
ZONED: R3
S33°12'00"E 966.83'
S15°40'03"W 342.49'
N11°11'00"E 121.80'
N17°28'00"E 845.84'
N/F
HWY 441 PROPERTIES LLC
DB 49K PG 336
PB 13 PG 109
ZONED: AR
DETENTION POND
C/L STREAM
50' OS&W FIELD EDITH
25' MONROE SETBACK
10 RETAIL UNITS 13900 SF
13 RETAIL UNITS 17300 SF
ALDI GROCERY 19300 SF
RESTAURANT 5400 SF
RESTAURANT 5400 SF
N30°40'55"W 1719.96'
U.S. HIGHWAY 441 / S.R.15
REVISIONS:
DRAWING DATE: 8/5/25
SURVEYOR: B.D
JOB NUMBER: JAC-1765-2
LAST FIELD WORK:
CREW CHIEF:
CAD: B.D
FILE: JAC-1765-2 Blmnt Pnt Estate
SHEET 1 OF 2
GRAPHIC SCALE 1"=30'
REZONING PLAN
FOR
REGAL INVESTMENT HOLDINGS, LLC
LOCATED IN
G.M.D. 235
CITY OF COMMERCE
JACKSON COUNTY, GEORGIA
GEORGIA PROFESSIONAL LAND SURVEYOR No. 3183 BENJAMIN R. BOSE
GENUINE * HONEST * MAPPING &
P.O. BOX 431, JEFFERSON, GA. 30549
PH: 770-367-8233
BOSEGROUP@ONEMAIN.COM
© 2025 BOSE SURVEYING AND DESIGN, LLC


VICINITY MAP
SITE
SITE DATA
TAX PARCEL IDENTIFICATION 009 014
CURRENT ZONING AR (AGRICULTURAL RESIDENTIAL)
OVERLAY DISTRICT HIGHWAY CORRIDOR OVERLAY
PROPOSED ZONING C-2 (GENERAL COMMERCIAL DISTRICT)
FUTURE LAND USE HIGHWAY COMMERCIAL
AREA OF PARCEL 29.537 ACRES
PROPOSED DEVELOPMENT GROCERY, RETAIL & RESTAURANT
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PB 80 PG 6
ZONED: R1
N/F
ROSWEIRA P.SHAPLAND
DB 77F PG 196
PB 12 PG 43
ZONED: R3
N/F
HWY 441 PROPERTIES LLC
DB 49F PG 226
PB 13 PG 100
ZONED: AR
S33°12'00"E 986.85'
S15°40'03"W 317.18'
N11°11'10"W 121.80'
N71°24'10"E 845.94'
N30°40'55"W 1719.96'
DETENTION POND
25' RESTORED BUFFER
CL STROM
5' MONROE SEWER
20' SSE
10' RETAIL UNITS 13000 SF
13 RETAIL UNITS 17500 SF
AUTO DEALERSHIP 1625 SF
RESTAURANT 3400 SF
RESTAURANT 3400 SF
U.S. HIGHWAY 441 / S.R.15
SHEET 1 OF 2
REVISIONS:
DRAWING DATE 9/3/13 LAST FIELD WORK
DRAWER: RLD CAD: RLD CREW CHIEF:
JOB NUMBER: 2C-1705-2 FILE 2C-1705-2 Boost Pad Shops
GRAPHIC SCALE 1"=30' 0' 30' 60'
REZONING PLAN
FOR
REGAL INVESTMENT HOLDINGS, LLC
LOCATED IN
G.M.D. 255
CITY OF COMMERCE
JACKSON COUNTY, GEORGIA
GEORGIA REGISTERED LAND SURVEYOR No. 3110
GENUINE SURVEYING AND DESIGN, LLC
P.O. BOX 611 JEFFERSON, GA 30549
PHONE (678) 410-4831
MAIL@GENUINESURVEYING.COM
© 2013 GENUINE SURVEYING AND DESIGN, LLC

VICINITY MAP





SITE DATA

TAX PARCEL IDENTIFICATION	009 014
CURRENT ZONING	AR (AGRICULTURAL RESIDENTIAL)

VIA Hand Delivery
City of Commerce Planning and Development
C/O Dillon Anthony
110 State Street
P. O. Box 348
Commerce, GA 30529

Re: Letter of Intent, Rezoning of 29+/- acres on Highway 441, Veterans Parkway

To: Director and Staff

Mr. Samuel J. Park, Regal Investments Holdings, LLC, owner of Parcel 009 014, located between State Street (State Route 326) and Ila Road (State Route 98), submits this letter of intent for the purpose of rezoning this parcel from A1 to C2. This property has a total of 29.537 acres.

Currently the site is undeveloped.

This property is adjacent to Belmont Estates to the West and vacant land on either side and has approximately 1719 feet of road frontage on Highway 441.

The requested rezoning would bring this parcel in compliance with the future land use map encompassing the 441 commercial corridor established by the City of Commerce. This would allow the owner to market this parcel to developers who create destinations of retail, entertainment and dining.

Although the applicant is submitting a concept plan for this parcel, the applicant respectfully requests the Planning and Zoning Commission, Mayor and City Council to allow a new owner to submit their plans for development which could be different from the current plan on the table.

The applicant looks forward to answering any questions or to addressing any concerns relating to the matters set forth in this rezoning request. The applicant kindly requests your approval of this application.

Respectfully,

Samuel J. Park


GREETA
MURTY
Philosophie
heleene's


GREEN
MURPHY
Philosophie
heleene's
ALDI
ALDI

All that tract or parcel of land lying and being in the 255th GMD, Jackson County, Georgia, containing 29.537 acres, more or less, and being more particularly described as follows: BEGINNING at point on the western right-of-way line of Belmont Park Drive (50' R/W); thence along the western right-of-way line of Belmont Park Drive North 33°12'02" West 60.00 feet to a point; thence leaving said right-of-way line North 56°48'00" East 210.00 feet to a point; thence North 33°12'00" West 735.83 feet to an iron pin found; thence North 15°40'03" East 342.49 feet to a point; thence North 74°22'00" East 222.00 feet to a point; thence running North 22°40'00" East 659.63 feet to an iron pin set on the southern right-of-way line of U.S. Highway 441 (S.R. 15); thence along the southern right-of-way line of U.S. Highway 441 (S.R. 15) South 30°40'55" East 1,719.96 feet to an iron pin set; thence leaving said right-of-way line and running South 71°26'00" West 845.94 feet to a tree; thence continuing South 61°11'00" West 121.90 feet to an iron pin found; thence North 33°12'00" West 171.03 feet to a point; thence South 56°48'00" West 210.00 feet to a point on the western right-of-way line of Belmont Park Drive, being the POINT OF BEGINNING.

Said tract is shown as containing 29.537 acres, more or less, and is shown on that certain plat entitled "Survey for Kathy Jones Haynes," dated July 10, 2001, prepared by Ingram, Lord & Associates, recorded in Plat Book 64, Page 181, Jackson County, Georgia records, which plat is incorporated herein by reference.

Deed Doc: QCD
Recorded 07/14/2015 01:54PM
Georgia Transfer Tax Paid : $0.00
Camie W. Thomas
Clerk Superior Court, JACKSON Co., GA
Bk0071C Pg 0543-0544

After recording return to:
S. Park
267 Beutell Street
Norcross, GA 30071

QUITCLAIM DEED

THIS INDENTURE, made this 13th day of April, 2015, by **YOUNG GU KIM** ("Grantor") and **REGAL INVESTMENT HOLDINGS LLC** ("Grantee").

WITNESSETH:

WITNESSETH that: Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee:

all those tracts or parcels of land being in Jackson County, Georgia, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD the said Property to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said Property or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on the day, month and year first above written.

Signed, sealed and delivered
in the presence of :

Witness

Notary Public
Donna Keith
Notary Public
Gwinnett County
State of Georgia
My Commission Expires
March 17, 2019

[SEAL]
YOUNG GU KIM

FILED IN OFFICE
SUPERIOR COURT
JACKSON COUNTY GA
2015 JUL 14 AM 9:30
CAMIE W THOMAS, CLERK

EXHIBIT A

Tract 1

All that tract or parcel of land lying and being in the 255 G.M.D., Jackson County, Georgia, containing 29.537 acres, more or less, as shown on plat and survey of Barry Lord, recorded in the office of the Clerk of Superior Court of Jackson County, Georgia in Plat Book 64, Page 181, for a more detailed description to said tract, reference is hereby made to said plat as recorded

Said property is the same as that property conveyed by Warranty Deed from Kathy Weeks Jones n/k/a Kathy Haynes to SDJ Parks Group, LLC, as recorded at Deed Book 36U, Page 766, Jackson County, Georgia Superior Court records. Said property is also known as Tax Parcel NO. 009-014.

Together with:

Tract 2

All that tract or parcel of land lying and being in the 255 G.M.D., Jackson County, Georgia, containing .3 acres, more or less, and being the portion of property that connects Belmont Park Drive with the adjacent 29.537 acre tract as shown on plat and survey of Barry Lord, recorded in the office of the Clerk of Superior Court of Jackson County, Georgia in Plat Book 64, Page 181, for a more detailed description to said tract, reference is hereby made to said plat as recorded

Said property is the same as that property conveyed by Warranty Deed from Kathy Weeks Jones n/k/a Kathy Haynes to SDJ Parks Group, LLC, as recorded at Deed Book 50R, Page 118, Jackson County, Georgia Superior Court records. Said property is also known as Tax Parcel NO. 009-015B.

Jackson County, GA

Summary

Parcel Number	009 014
Location Address	U S HWY 441 SOUTH
Legal Description	29.537 ACRES PLAT BOOK 64 PG 181 (Note: Not to be used on legal documents)
Class	A5-Agricultural (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	COMMERCE (District 02)
Millage Rate	26.706
Acres	29.54
Homestead Exemption	No (S0)
Landlot/District	N/A

View Map



Assessment Notices

2024 Assessment Notice (PDF)

Owner

REGAL INVESTMENT HOLDINGS LLC
1667 BELMONT CREEK POINTE
SUWANEE, GA 30024

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Woodlands	Rural	7	0.77
RUR	Woodlands	Rural	6	0.59
RUR	Woodlands	Rural	8	28.18

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/13/2015	71c 543	64 181	$0	Quitclaim	KIM YOUNG GU	REGAL INVESTMENT HOLDINGS LLC
1/31/2014	67R 487	64 181	$117,600	LAND MARKET VALUE-VACANT	REGAL INVESTMENT HOLDINGS LLC	KIM YOUNG GU
6/1/2010	57W 560	64 181	$0	Less Than $1000	SDJ PARKS GROUP LLC	REGAL INVESTMENT HOLDINGS LLC
9/15/2004	36U 766	64 181	$295,370	DEVELOPER	JONES KATHY WEEKS	SDJ PARKS GROUP LLC
10/7/1999	20H 69		$0	Less Than $1000	JONES KATHY WEEKS	JONES KATHY WEEKS
1/17/1980	7S 629	16 141	$0	FS	JONES PERRY	JONES KATHY WEEKS

Valuation

2025 Values are not certified and are subject to change.

		2025	2024	2023	2022	2021
	Previous Value	$152,800	$152,800	$76,400	$76,400	$76,400
	Land Value	$152,800	$152,800	$152,800	$76,400	$76,400
+	Improvement Value	$0	$0	$0	$0	$0
+	Accessory Value	$0	$0	$0	$0	$0
=	**Current Value**	**$152,800**	**$152,800**	**$152,800**	**$76,400**	**$76,400**

Tax Collector

Click here to view the Tax Collector website.

Photos

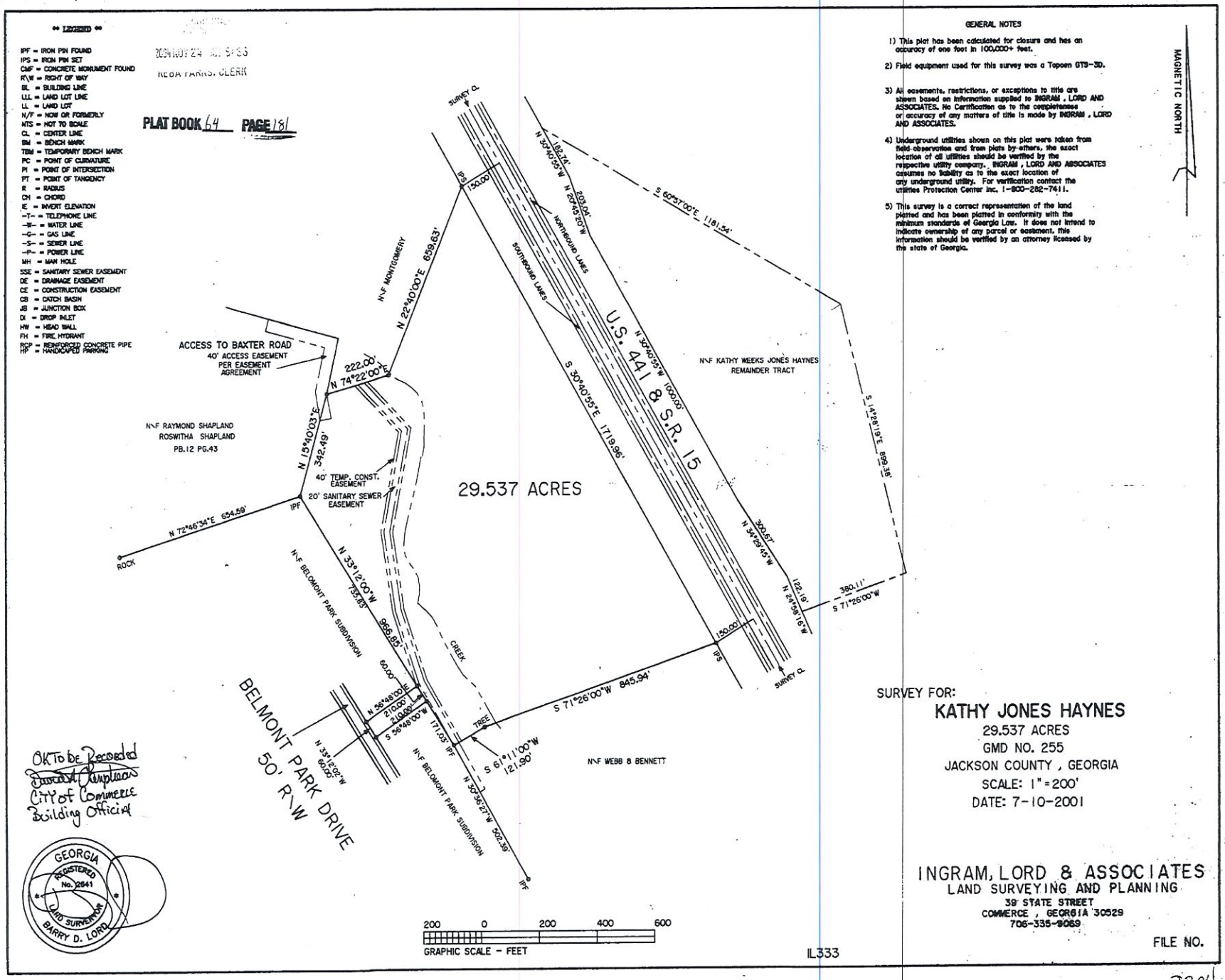


No data available for the following modules: Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Sketches.

The Jackson County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 2/25/2026, 6:05:29 PM

Contact Us

Developed by SCHNEIDER GEOSPATIAL


LEGEND
IPF = IRON PIN FOUND
IPS = IRON PIN SET
CMF = CONCRETE MONUMENT FOUND
R\W = RIGHT OF WAY
BL = BUILDING LINE
LLL = LAND LOT LINE
LL = LAND LOT
N/F = NOW OR FORMERLY
NTS = NOT TO SCALE
CL = CENTER LINE
BM = BENCH MARK
TBM = TEMPORARY BENCH MARK
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
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-P- = POWER LINE
MH = MAN HOLE
SSE = SANITARY SEWER EASEMENT
DE = DRAINAGE EASEMENT
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CB = CATCH BASIN
JB = JUNCTION BOX
DI = DROP INLET
HW = HEAD WALL
FH = FIRE HYDRANT
RCP = REINFORCED CONCRETE PIPE
HP = HANDICAPPED PARKING
RECORDED 24 JUL 97 8:35
KEBA PARKS, CLERK
PLAT BOOK 64 PAGE 181
GENERAL NOTES
1) This plat has been calculated for closure and has an accuracy of one foot in 100,000+ feet.
2) Field equipment used for this survey was a Topcon GTS-30.
3) All easements, restrictions, or exceptions to title are shown based on information supplied to INGRAM, LORD AND ASSOCIATES. No Certification as to the completeness or accuracy of any matters of title is made by INGRAM, LORD AND ASSOCIATES.
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5) This survey is a correct representation of the land platted and has been platted in conformity with the minimum standards of Georgia Law. It does not intend to indicate ownership of any parcel or easement. this information should be verified by an attorney licensed by the state of Georgia.
MAGNETIC NORTH
SURVEY CL
IPS
150.00'
N 22°40'00"E 659.63'
N/F MONTGOMERY
N 30°40'55"W 182.74'
N 29°43'20"W 203.04'
NORTHBOUND LANES
SOUTHBOUND LANES
U.S. 441 & S.R. 15
N 30°40'55"W 100.00'
S 30°40'55"E 1719.96'
S 60°57'00"E 1181.54'
S 14°28'19"E 899.38'
N/F KATHY WEEKS JONES HAYNES
REMAINDER TRACT
ACCESS TO BAXTER ROAD
40' ACCESS EASEMENT
PER EASEMENT
AGREEMENT
222.00'
N 74°22'00"E
N/F RAYMOND SHAPLAND
ROSWITHA SHAPLAND
PB.12 PG.43
N 15°40'03"E 342.49'
40' TEMP. CONST. EASEMENT
20' SANITARY SEWER EASEMENT
29.537 ACRES
IPF
N 72°46'34"E 654.59'
ROCK
N 33°12'00"W 733.83'
956.83'
N/F BELMONT PARK SUBDIVISION
60.00'
CREEK
N 34°29'43"W 300.67'
N 24°58'16"W 122.19'
380.11'
S 71°26'00"W
150.00'
IPS
SURVEY CL
S 71°26'00"W 845.94'
TREE
S 6°11'00"W 121.90'
N 56°48'00"E 210.00'
S 56°48'00"W 210.00'
N 33°12'00"W 60.00'
171.03' IRF
N/F BELMONT PARK SUBDIVISION
N 30°46'27"W 502.39'
IPF
N/F WEBB & BENNETT
BELMONT PARK DRIVE
50' R\W
OK To be Recorded
Garvett Templeton
City of Commerce
Building Official
GEORGIA
REGISTERED
No. 2641
LAND SURVEYOR
BARRY D. LORD
200 0 200 400 600
GRAPHIC SCALE - FEET
IL333
SURVEY FOR:
KATHY JONES HAYNES
29.537 ACRES
GMD NO. 255
JACKSON COUNTY, GEORGIA
SCALE: 1" = 200'
DATE: 7-10-2001
INGRAM, LORD & ASSOCIATES
LAND SURVEYING AND PLANNING
39 STATE STREET
COMMERCE, GEORGIA 30529
706-335-9069
FILE NO.
B324

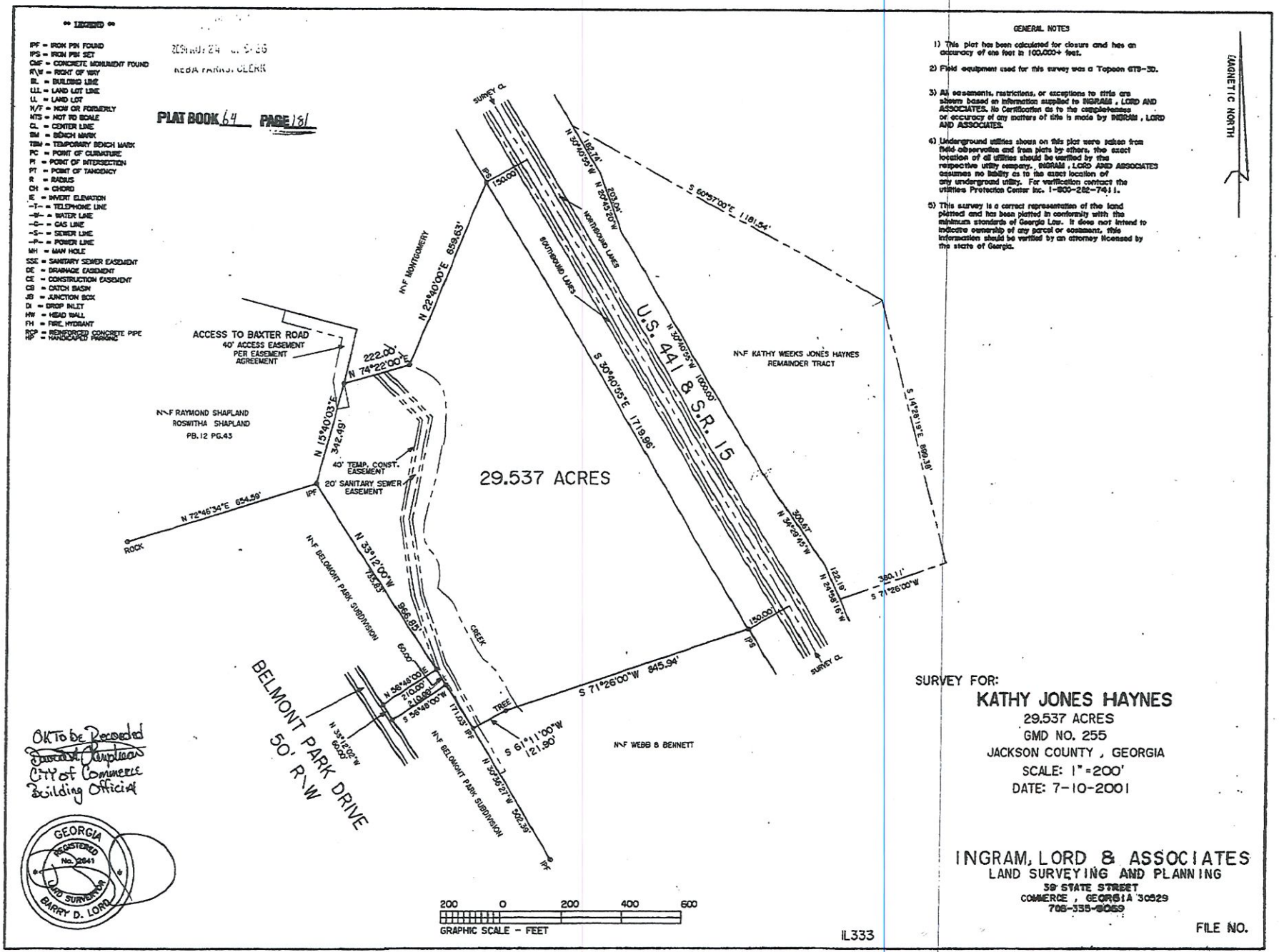
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NEDA PARKS, CLERK

PLAT BOOK 64 PAGE 181

LEGEND

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MAGNETIC NORTH

OK To be Recorded
Jarrett Tarpley
City of Commerce
Building Official

GEORGIA REGISTERED No. 2841 LAND SURVEYOR BARRY D. LORD

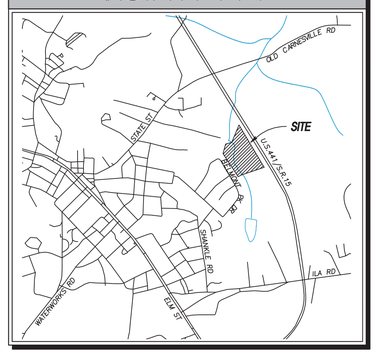
SURVEY FOR:
KATHY JONES HAYNES
29.537 ACRES
GMD NO. 255
JACKSON COUNTY, GEORGIA
SCALE: 1"=200'
DATE: 7-10-2001

INGRAM, LORD & ASSOCIATES
LAND SURVEYING AND PLANNING
59 STATE STREET
COMMERCE, GEORGIA 30529
706-335-8059

IL333

FILE NO. 3324

VICINITY MAP



CONCEPTUAL RENDERING



SITE DATA

TAX PARCEL IDENTIFICATION	009 014
CURRENT ZONING	AR (AGRICULTURAL RESIDENTIAL)
OVERLAY DISTRICT	HIGHWAY CORRIDOR OVERLAY
PROPOSED ZONING	C-2 (GENERAL COMMERCIAL DISTRICT)
FUTURE LAND USE	HIGHWAY COMMERCIAL
AREA OF PARCEL	29.537 ACRES
PROPOSED DEVELOPMENT	GROCERY, RETAIL & RETAURANT
REQUIRED LANDSCAPED OPEN SPACE	15% = 4.43 ACRES
PROVIDED LANDSCAPED OPEN SPACE	68% = 20.0 ACRES
FRONT SETBACK	35 FEET
SIDE SETBACK	10 FEET
REAR SETBACK	20 FEET

BELMONT HILLS
PB 80 PG 6
ZONED: R1

20 21 22 23 24 25 26

N/F
ROSWITHA F SHAPLAND
DB 77F PG 196
PB 12 PG 43
ZONED: R3

S33°12'00"E 966.85'

20'BL

S15°40'05"W 342.49'

N6°11'00"E 127.30'

N71°26'01"E 845.94'

DETENTION POND

50' UNDISTURBED BUFFER

20' MEDIUM DENSITY BUFFER

20' SSE

SS

N/F
HWY 441 PROPERTIES LLC
DB 49K PG 396
PB 13 PG 109
ZONED: AR

10 RETAIL UNITS
13600 SF

13 RETAIL UNITS
17500 SF

ALDI GROCERY STORE
19300 SF

RESTAURANT
5400 SF

RESTAURANT
5400 SF

35'BL

N30°40'55"W 1719.96'

U.S. HIGHWAY 441 / S.R.15

SHEET 1 OF 2

REVISIONS:

DRAWING DATE: 9/30/25 | LAST FIELD WORK:
MANAGER: BLD | CAD: BLD | CREW CHIEF:
JOB NUMBER: JAC-1765-2 | FILE: JAC-1765-2 Belmont Park Dive.prj

GRAPHIC SCALE
1"=30'
0' 30' 60' 90'

GEORGIA PROFESSIONAL LAND SURVEYOR BENJAMIN L. DREHER

REZONING PLAN

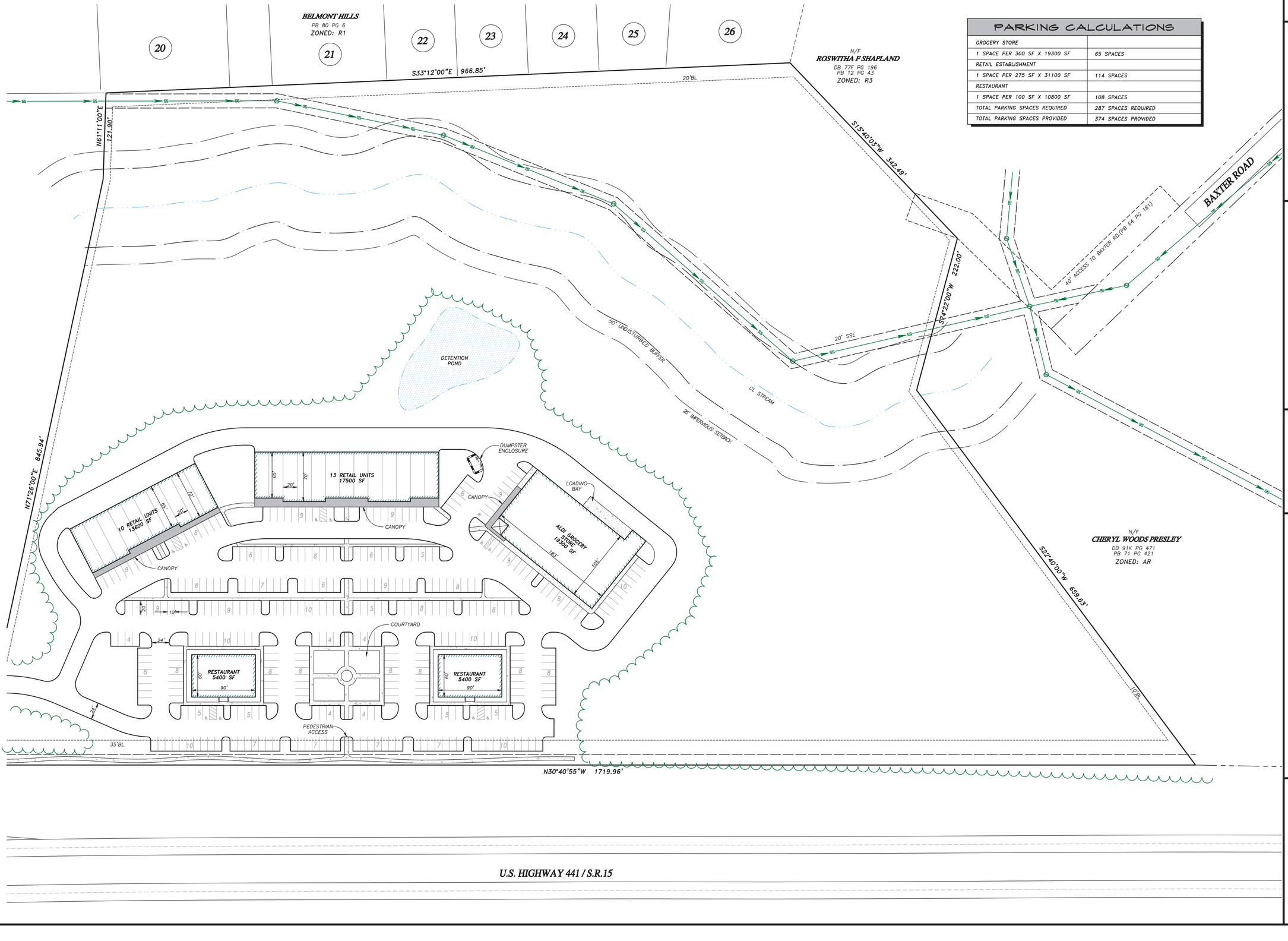
FOR

REGAL INVESTMENT HOLDINGS, LLC

LOCATED IN
G.M.D. 255
CITY OF COMMERCE
JACKSON COUNTY, GEORGIA

GENUINE DESIGN & MAPPING
P.O. BOX 631, JEFFERSON, GA 30549
PHONE: (678) 963-1483
BDREHER@GENUINEMAPPING.COM

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PARKING CALCULATIONS

GROCERY STORE	
1 SPACE PER 300 SF X 19300 SF	65 SPACES
RETAIL ESTABLISHMENT	
1 SPACE PER 275 SF X 31100 SF	114 SPACES
RESTAURANT	
1 SPACE PER 100 SF X 10800 SF	108 SPACES
TOTAL PARKING SPACES REQUIRED	287 SPACES REQUIRED
TOTAL PARKING SPACES PROVIDED	374 SPACES PROVIDED

SHEET 2 OF 2

REVISIONS:

DRAWING DATE: 9/20/25 | LAST FIELD WORK:
MANAGER: BLD | CREW CHIEF:
CAD: BLD | FILE: JAC-1765-2 Belmont Park Driveway
JOB NUMBER: JAC-1765-2

GRAPHIC SCALE 1"=30' (0', 30', 60', 90')

GEORGIA PROFESSIONAL ENGINEER BENJAMIN L. OWEN

REZONING PLAN

FOR

REGAL INVESTMENT HOLDINGS, LLC

LOCATED IN
G.M.D. 255
CITY OF COMMERCE
JACKSON COUNTY, GEORGIA

GENUINE MAPPING AND DESIGN
P.O. BOX 631, JEFFERSON, GA 30549
PHONE: (678) 717-4631
BDRERUP@GENUINEMAPPING.COM

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CITY OF COMMERCE

APPLICATION TO AMMEND THE OFFICIAL ZONING MAP (REZONING) AND/OR CHANGE OF CONDITIONS

Instructions:

A properly completed application to include all required supplemental documents and payment of fees are due at the time of submittal. Original signatures are required. Incomplete applications will not be accepted nor further processed.

Applicant Name: *Regal Investment Holdings, LLC* **Date:** *26 Feb 2026*

Tax Map & Parcel #(s): *009 014*

Physical Address (if applicable): *US Highway 441S, Commerce, GA 30529*

Checklist:

☑ 1. Fee (1-Public Notice Sign is included with the application fee. Additional signs as required by law will be at the expense of the applicant. Failure to pay additional fees for required signs will prevent further processing of the application). _____

☑ 2. Completed Application Form including Campaign Disclosure Form_____

☑ 3. Metes and bounds legal description of the property _____

☑ 4. Copy of recorded plat of the property_____

☑ 5. Letter of Intent _____

☑ 6. Site Plan of property (3-Full-Size Paper Copies, 1-8 ½" x 11" Copy & 1 Digital copy) _____

☐ 7. Traffic Study *(if applicable-3 copies required)*_____

☑ 8. Colored Building Elevations_____

☐ 9. Other Information as may be required by the Zoning Administrator_____

- Traffic Impact Study_____
- Metropolitan River Protection_____
- Environmental Impact Report_____
- Noise Study_____
- Environmental Site Analysis _____

CITY OF COMMERCE

APPLICATION MATERIALS- DESCRIPTIONS:

APPLICATION FORM: Original and notarized signatures of the property owner(s) and applicant(s) or notarized statement by the applicant as to ownership are required.

DISCLOSURE FORM: If the owner, applicant and/or applicant's representative has made a campaign contribution to the Mayor or any member of the City Council for $250.00 or more within the past 2 years. If no contributions have been made, *No* should be circled and form signed.

METES AND BOUNDS LEGAL DESCRIPTION: The legal description must be a *metes and bounds* description of the property that establishes a point of beginning and gives directions (bounds) and distances (metes) of property lines. If the property consists of more than one parcel, all parcels must be combined into one legal description.

RECORDED PLAT: A copy of the most recent plat on record with the Jackson County Superior Court Clerk for the property, to include the date/time stamp of recording and book and page number where the plat can be located.

LETTER OF INTENT: The Letter of Intent should describe the proposed use of the property, include an analysis of how the proposed action compares to decision criteria specified for rezoning decisions (UDC Sec. 13-210), and a description of any special conditions voluntarily made a part of the request.

SITE PLAN: Site plans should be no larger than 30" x 42" (one should be 8 1/2" x 11") and drawn to scale, plus one digital copy.
All items must be included on the Site Plan; separate Site Plans may be necessary to address all items

1. Name, address, telephone number and e-mail address of the property owner, and of the applicant if different from the property owner;
2. If drawn on a boundary survey, the date of survey and source of data;
3. Date of sketch plan drawing, and revision dates, if applicable;
4. North arrow and graphic engineering scale;
5. Location (land district, address, and tax map and parcel number) and size of the property in acres (or in square feet if less than an acre);
6. Vicinity map, showing the property in relation to the surrounding area with regard to well-known landmarks such as arterial streets or railroads. Vicinity maps may be drawn in freehand and at a scale sufficient to show clearly the information required. U.S. Geological Survey maps at a scale of 1-inch equals 2,000 feet may be used for vicinity maps;
7. Zoning district classification of the subject property and all adjacent properties;
8. Man-made features within and adjacent to the property, including existing streets and names, city and city limit lines, and other significant information such as location of bridges, major utility lines, existing buildings and structures to remain, and other features as appropriate to the nature of the request;
9. The proposed project layout, including the approximate location of all buildings, and the location of all minimum building setback lines, outdoor storage areas, buffers, parking areas, driveways, and approximate location of proposed storm water detention facilities;
10. Proposed use or uses of the property;
11. A statement from the utility provider(s) as to the source of water supply and the provision for sanitary sewage disposal;
12. Statistics regarding the proposed development and shown spatially on plan if applicable:
    - Minimum lot size
    - Minimum lot width
    - Building Coverage
    - Maximum building height
    - Structure(s) Heated floor area / total under roof area
    - Principle Building Setbacks
    - Percentage of Landscaped Open Space
    - Zoning Buffers
    - Stream Buffers

CITY OF COMMERCE

THRESHOLDS FOR ADDITIONAL STUDIES, REPORTS AND FORMS:

TRAFFIC IMPACT STUDY: A traffic impact study prepared by a professional engineer registered in Georgia shall be required to be submitted for applications for proposed developments that generate 1,000 or more average daily vehicle trips based upon the latest edition of Trip Generation published by the Institute of Transportation Engineers. If a traffic study calls for certain improvements the owner/developer shall provide all recommended improvements unless the project is located on a state route in which case the Georgia Department of Transportation must approve the project's transportation improvements. A traffic study, a hydrology study, and/or other studies of the impact of the proposed zoning district or development implied in the rezoning application may be recommended by the Zoning Administrator or required by the Planning Commission or the Commerce City Council as they may deem necessary for adequate consideration and a fully informed decision on an application for rezoning

A Traffic Impact Study may also be required at the discretion of the Zoning Administrator where site conditions indicate:

- Existing traffic problems or congestion,
- Negative impacts on adjacent developments,
- The development proposes a deviation from City of Commerce standards, or
- Other local issues that may be present.

OCONEE RIVER PROTECTION: If the property is within 2,000 linear feet of the natural riverbank of the Oconee River, it is part of the Oconee River Corridor and subject to a River Protection Act Review. Applicants must complete the appropriate documentation and submit it with all rezoning/use permit applications. For more information or questions, please contact the Planning & Development Department at 706-335-3359.

CITY OF COMMERCE

PROPERTY INFORMATION:

CURRENT ZONING DISTRICTS(S): A1 REQUESTED ZONING DISTRICT: C2

WARD #: _____ # OF LAND LOT(S): 1 TOTAL ACREAGE: 29.54

ADDRESS OF PROPERTY: US 441S, Commerce, GA 30529

TAX MAP & PARCEL #(S): 009 014

PROPOSED DEVELOPMENT: Will be marketed for sale to developers who specialize in retail centers

RESIDENTIAL DEVELOPMENT N/A

No. of Lots/Dwelling Units: _____

Dwelling Unit Size (Sq. Ft.): _____

Density: _____

NON-RESIDENTIAL DEVELOPMENT

No. of Buildings/Lots: _____

Total Building Sq. Ft. _____

Density: _____

CONDITIONAL USE REQUESTED: ☐ YES* ☑ NO

*If Yes, a separate Conditional Use Permit Application and Fee will be required.

- USE REQUESTED: _____

CONCURRENT VARIANCES REQUESTED: ☐ YES* ☑ NO

*If Yes, a separate Variance Application and Fee will be required.

- VARIANCE(S) REQUESTED: _____

CITY OF COMMERCE

OWNER/APPLICANT/AGENT INFORMATION:

APPLICANT / ATTORNEY / AGENT INFORMATION:

Check One: ☑ Applicant ☐ Attorney ☐ Agent

Name: Regal Investments Holdings, LLC (Mr. Sam Park)

Address: P. O. Box 2287

City, State Norcross, Georgia Zip 30091

Phone Number(s): (678) 899-0215

Email Address sabgroupinc@gmail.com

PROPERTY OWNER INFORMATION:

If more than one property owner, add additional pages as needed for each property owner.

Property Owner Name: Regal Investments Holdings, LLC

Mailing Address (if different from above): P. O. Box 2287

City, State Norcross, Georgia Zip 30091

Phone Number(s): (678) 899-0215

Email Address sabgroupinc@gmail.com

Property Owner Name: _____

Mailing Address (if different from above): _____

City, State _____ Zip _____

Phone Number(s): _____

Email Address _____

CITY OF COMMERCE

PROPERTY OWNER'S CERTIFICATION:

Signature page required for each/every owner.

I do solemnly swear and attest, subject to criminal penalties for false swearing, that I am the legal owner, as reflected in the records of Jackson County, Georgia, of the property identified below, which is the subject of the attached application before the City of Commerce, Georgia. As the legal owner of record of the subject property, I hereby authorize the individual named below to act as the applicant in the pursuit of the Application for Rezoning, Use Permit, & Concurrent Variance in request of the items indicated below.

I, Regal Investment Holdings, LLC (Property Owner), authorize, Samuel J. Park (Applicant),

to file for RZ (RZ, CUP, VAR), at US 441 S, Commerce, GA 30529 (Address)

on this day _____ of _____, 20_____

- I understand that no application or reapplication affecting the same land shall be acted upon within 12 months from the date of last action by the City Council.
- I understand that failure to supply all required information (per the relevant Applicant Checklists and requirements of the City of Commerce Zoning Ordinance) will result in REJECTION OF THE APPLICATION.
- I understand that preliminary approval of my design plan does not authorize final approval of my zoning. I agree to arrange sign permitting separately, after approval is obtained.
- I understand that representation associated with this application on behalf of the property owner, project coordinator, potential property owner, agent or such other representative shall be binding.

Signature of Property Owner — Date: 2/12/26

SEON HEE YOO NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES OCT. 22, 2026

Samuel J. Park
Type or Print Name

Notary Seal

Signature of Notary Public — Date: 2/12/2026

CITY OF COMMERCE

APPLICANT'S CERTIFICATION:

THE UNDERSIGNED BELOW STATES UNDER OATH THAT THEY ARE AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED IS AWARE THAT NO APPLICATION OR REAPPLICATION AFFECTING THE SAME LAND SHALL BE ACTED UPON WITHIN 12 MONTHS FROM THE DATE OF LAST ACTION BY THE CITY COUNCIL.

Signature of Applicant / Attorney / Agent

Date 2/12/26

Samuel J. Park

Type or Print Name

Notary Seal

Signature of Notary Public

Date 2/12/2026

SEON HEE YOO NOTARY PUBLIC GWINNETT COUNTY GEORGIA EXPIRES OCT. 22, 2026

CITY OF COMMERCE

ZONING IMPACT ANALYSIS FORM: _____

Analyze the impact of the proposed rezoning and provide a written point-by-point response to the following questions: Use additional pages if necessary. (Criteria as stated in Sec. 13-210 of UDC)

1. How does the zoning proposal follow the existing land pattern?
   The rezoning of this parcel from A1 to C2 will bring this into the future use map.

2. Does the proposal create an isolated district unrelated to adjacent and nearby districts?
   No

3. How will the zoning affect the current load on public facilities including, but not limited to, schools, utilities (water,sewer, electicity, gas), streets, and the cost to the city and other governmental entities in providing, improving, increasing or maintaining public utilities, schools, streets and other public safety measures?
   The future developer will be able to establish the load on pubic facilities.

4. What effect or impact will the proposed zoning change have on the environment such as drainage, soil erosion and sedimentation, flooding, air quality, and water quality?
   This will be determined by the future owner of this parcel.

5. Will the proposed zoning map amendment be a deterrent to the value or improvement or development of adjacent property in accordance with existing regulations?
   No

6. Please explain any substantial reasons why the property cannot be used in accordance with existing Regulations.
   This parcel falls within the commercial corridor established by the City of Commerce.

7. How will the asthetic affect exisiting and future use of the property as it relates to the surrounding area ?
   To be determined by the future owner.

CITY OF COMMERCE

8. How does the zoning proposal follow the City's Comprehensive Plan for Future Land Use?
It is within the commercial corridor.

9. What effect will the propozed zoning map amendment have on the character of a zoning district, the particular piece of property, surrounding neighborhood/area, and/or the community?
With the rezoning to C2, and developed into a retail hub, this will enhance the neighborhood and surrounding area.

10. How does the proposed zoning map amendment related to the purpose of the overall zoning scheme? How will the proposed change help or be a detriment to carring out the purposes of the City's zoning regulations?
This parcel will be marketed and sold to developer specializing in retail establishments.

11. How does the proposed zoning map amendment affect the preservation and integrity of residential neighborhoods?
The rezoning of this parcel to C2 will not affect the preservation and integrity of residential neighborhoods,.

12. Does the property proposed in this application front a major thoroughfare and also adjoin an established neighborhood? If yes, how do you propose to preserve the integrity of the residential area?
This parcel fronts 441 and adjoins Belmont Estates to the rear. The future owner/developer would have to comply with city regulations to ensure the neighborhood was protected. There is a stream that separates this parcel from Belmont Estates. The future owner/developer would also have to comply with EPA regulations.

CITY OF COMMERCE

ENVIRONMENTAL SITE ANALYSIS (ESA) FORM :

Analyze the impact of the proposed rezoning and provide a written point-by-point response to Points 1 through 3:

1. **CONFORMANCE WITH THE COMPREHENSIVE PLAN**. Describe the proposed project and the existing environmental conditions on the site. Describe adjacent properties.

2. **ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT**. For each environmental site feature listed below, indicate the presence or absence of that feature on the property. Describe how the proposed project may encroach or adversely affect an environmental site feature. Information on environmental site features may be obtained from the indicated source(s).

   a. Wetlands
      - U. S. Fish and Wildlife Service, National Wetlands Inventory (http://wetlands.fws.gov/downloads.htm)
      - Georgia Geologic Survey (404-656-3214)
      - Field observation and subsequent wetlands delineation/survey if applicable

   b. Floodplain
      - Federal Emergency Management Agency (http://www.fema.org)
      - Field observation and verification
      - Photos

   c. Streams/stream buffers
      - Field observation and verification

   d. Slopes exceeding 25 percent over a 10-foot rise in elevation
      - United States Geologic Survey Topographic Quadrangle Map
      - Field observation and verification

   e. Vegetation
      - United States Department of Agriculture, Nature Resource Conservation Service
      - Field observation

   f. Wildlife Species (including fish)
      - United States Fish and Wildlife Service
      - Georgia Department of Natural Services, Wildlife Resources Division, Natural Heritage Program
      - Field observation

   g. Archeological/Historical Sites
      - Historic Resources Survey
      - Georgia Department of Natural Resources, Historic Preservation Division
      - Field observation and verification
      - Photos

CITY OF COMMERCE

ENVIRONMENTAL SITE ANALYSIS (ESA) FORM (CONTINUED):

3. **PROJECT IMPLEMENTATION MEASURES**. Describe how the project implements each of the measures listed below as applicable.Indicate specific implementation measures required to protect environmental site feature(s) that may be impacted.

   a. Protection of environmentally sensitive areas, i.e., floodplain, slopes exceeding 25 percent, river corridors.

   b. Protection of water quality

   c. Minimization of negative impact on existing infrastructure

   d. Minimization on archeological/historically significant areas

   e. Minimization of negative impacts on environmentally stressed communities where environmentally stressed communities are defined as communities exposed to a minimum of two environmentally adverse conditions resulting from public and private municipal (e.g., solid waste and wastewater treatment facilities, utilities, airports, and railroads) and industrial (e.g., landfills, quarries and manufacturing facilities) uses.

   f. Creation and preservation of green space and open space

   g. Protection of citizens from the negative impacts of noise and lighting

   h. Protection of parks and recreational green space

   i. Minimization of impacts to wildlife habitats

CITY OF COMMERCE

CAMPAIGN CONTRIBUTIONS:

WITHIN THE (2) YEARS IMMEDIATELY PRECEDING THE FILING OF THIS ZONING PETITION HAVE YOU, AS THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, OR AN ATTORNEY OR AGENT OF THE APPLICANT OR OPPONENT FOR THE REZONING PETITION, MADE ANY CAMPAIGN CONTRIBUTIONS AGGREGATING $250.00 OR MORE OR MADE GIFTS HAVING AN AGGREGATE VALUE OF $250.00 TO THE MAYOR OR ANY MEMBER OF THE CITY COUNCIL.

CIRCLE ONE: YES ☒ NO

Name of Government Official	Total Dollar Amount	Date of Contribution	Enumeration and Description of Gift Valued at $250.00 or more

The undersigned acknowledges that this disclosure is made in accordance with the Official Code of Georgia, Section 36-67A-1 et. seq. Conflict of interest in zoning actions, and that the information set forth herein is true to the undersigned's best knowledge, information and belief.

Name (print) Samuel J. Park,

Signature: [signature]

CITY OF COMMERCE

City Council Agenda

Subject: Monthly Financial Report for April 2026

Date: May 18, 2026

Budget Impact: **Category:**

Funding Source:

City Council Action Requested On:

Monthly report of actuals vs budgeted amounts.

Department: Finance

Staff recommends

Matthew Hailey

Matthew Hailey, Assistant City Manager

APR 26 Council Financial Report (25-26).pdf
April YTD.png
April.png

City of Commerce, Georgia
Summary of Major Funds
April 30, 2026
Unaudited

Operations:	Month End	Current Year To-Date	Prior Year To-Date	% Actual to Budget
General Fund Revenue	1,368,016	12,846,106	9,389,386	96.24%
General Fund Expenditures	788,912	9,921,747	7,542,418	74.33%
Budgeted Revenues Over (Under) Expenditures	579,104	2,924,359	1,846,968	
Water Fund Revenue	580,901	7,293,956	6,929,143	62.77%
Water Fund Expenses	501,868	6,590,536	5,971,090	56.72%
Budgeted Revenues Over (Under) Expenses	79,033	703,420	958,054	
Electric Fund Revenue	1,075,318	8,982,793	7,384,825	75.29%
Electric Fund Expenses	626,476	7,862,441	6,699,703	65.90%
Budgeted Revenues Over (Under) Expenses	448,842	1,120,353	685,122	
Gas Fund Revenue	1,063,407	9,708,429	10,311,174	64.00%
Gas Fund Expenses	631,533	9,500,270	8,895,279	62.63%
Budgeted Revenues Over (Under) Expenses	431,873	208,159	1,415,895	

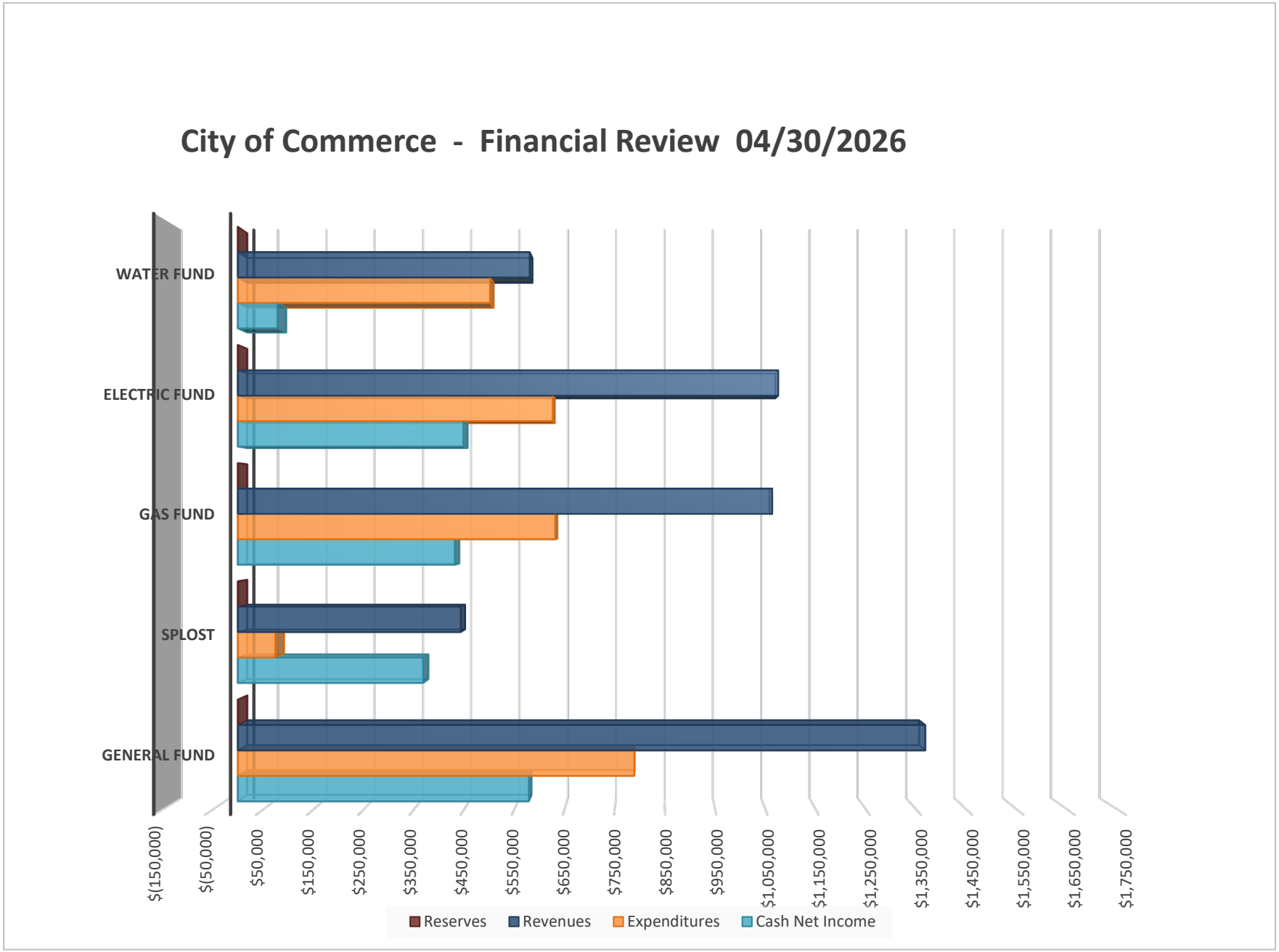
Additional Items To Note:

- The general fund ended the month with a surplus of $579,104. This can be directly attributed to the sale of the Fiber network, as well as investment gains earned in April.

- The Water and Sewer fund ended April with a net profit of $79,033, with a year to date surplus of $703,420. We are still below the budgeted amounts for both revenue and expenses.

- The Electric fund saw a net profit of $448,842 for the month of April due to the receipt of our year end settlement from MEAG. Year to date we are carrying a surplus of $1,120,353, which is higher than this time last year.

- The Gas fund recorded a monthly profit of $431,873. This brings our year to date to $208,159. This is substantially lower than compared to last year, but this can be attributed to colder weather and capital improves this fiscal year.


City of Commerce - Financial Review 04/30/2026
WATER FUND
ELECTRIC FUND
GAS FUND
SPLOST
GENERAL FUND
$(150,000)
$(50,000)
$50,000
$150,000
$250,000
$350,000
$450,000
$550,000
$650,000
$750,000
$850,000
$950,000
$1,050,000
$1,150,000
$1,250,000
$1,350,000
$1,450,000
$1,550,000
$1,650,000
$1,750,000
Reserves
Revenues
Expenditures
Cash Net Income

FY26 Year-to-Date Financial Summary

Through April 30, 2026

General Fund

YTD Revenue: **$12,846,106**

YTD Expenditures: **$9,921,747**

YTD Surplus: **$2,924,359**

- 96.24% of Budget (Revenue)
- 74.33% of Budget (Expenditures)

Water & Sewer Fund

YTD Revenue: **$7,293,956**

YTD Expenses: **$6,590,536**

YTD Surplus: **$703,420**

- 62.77% of Budget (Revenue)
- 56.72% of Budget (Expenses)

Electric Fund

UPDATED

YTD Revenue: **$8,982,793**

YTD Expenses: **$7,862,441**

YTD Surplus: **$1,120,353**

- 71.88% of Budget (Revenue)
- 65.90% of Budget (Expenses)

Gas Fund

YTD Revenue: **$9,708,429**

YTD Expenses: **$9,500,270**

YTD Surplus: **$208,159**

- 64.00% of Budget (Revenue)
- 62.63% of Budget (Expenses)

April 2026 Financial Summary

Through April 30, 2026

General Fund

Revenue	$1,368,016
Expenditures	$788,912
Monthly Surplus	**$579,104**

- Sale of Fiber Network
- Investment Gains

Water & Sewer Fund

YTD Revenue	$7,293,956
YTD Expenses	$6,590,536
Net Profit	**$79,033**

Electric Fund

UPDATED

YTD Revenue	$12,846,106
YTD Expenditures	$9,921,747
YTD Surplus	$2,924,359

- 96.24% of Budget (Revenue)
- 74.33% of Budget (Expenditures)

Gas Fund

YTD Revenue	$9,708,429
YTD Expenses	$9,500,270
YTD Surplus	$208,159

- 62.22% of Budget (Revenue)
- 66.90% of Budget (Expenses)