



**HALL COUNTY BOARD OF COMMISSIONERS
WORK SESSION AGENDA**

**Hall County Government Center 2nd Floor
2875 Browns Bridge Road
Gainesville, GA 30504**

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, June 20, 2022 - 03:00 PM**

Call to Order

Corrections and Maintenance

- 1 Approve the award of IFB #040-42 New 80,000 lb. Tandem Dump Truck for Road Maintenance to Gainesville Truck Center, Inc. of Gainesville, GA. The estimated cost is \$150,575.00.
- 2 Approve the award of IFB #012-43 Elevator Repair Service Annual Contract for Building Maintenance to Premier Elevator of Stockbridge, GA. The estimated annual cost to exceed \$50,000.00.
- 3 Approve the installation and labor services for storm sewer rehabilitation of a pipe liner along Wallis Road for Road Maintenance to Federal EC LLC of Woodstock, GA, in the amount of \$185,185.00.

County Attorney

- 4 Approval and authorization for the Chairman to execute a resolution regarding the purchase of the Georgia Department of Agriculture Building located at 1195 Jesse Jewell Parkway, Gainesville, GA, and authorize the Chairman to execute any necessary documents, subject to the review and approval by the County Attorney.

Financial Services

- 5 Approve the Fiscal Year 2023 Budget Resolutions: 1) Fiscal Year 2023 Budget Resolution 2) Victim Witness Program
- 6 Approve the Tax Levy Resolution setting the millage rates for 2022.
- 7 Approve the Fiscal Year 2022 Budget Adjustment Resolution.
- 8 Approve the renewal of annual contract for IFB #016-41 Office Supplies for various County departments to Staples Contract & Commercial, LLC, of Atlanta, GA. The estimated annual cost is \$150,000.00.
- 9 Approve the award of IFB #009-43 Prescription and Over-the-Counter (OTC) Sundry Drugs Annual Contract for the Jail and Correctional Institution to Riverside Pharmacy, Inc. of Gainesville, GA. The estimated annual cost is \$165,000.00.

Fire Rescue

- 10 Approve the award of IFB #023-43 Fire & EMS Uniform Supply for Fire Rescue to NAFECO of Clarkston, GA and S.T.A.R. Apparel & Plastics Inc. of Oakwood, GA. The estimated annual cost is \$160,000.00.
- 11 Approve the award of RFQ/P #42-009 Landscape Maintenance Services for Fire Rescue to ACS Landscape Management, Inc. of Oakwood, GA. The estimated annual cost is \$204,157.00.

Human Resources

- 12 Approve the FY 2023 annual contract renewal for property and casualty insurance brokers (Gallagher Bassett Services, Inc. and Arthur J. Gallagher Company), insurance program coverages, fees, and third party administrator (TPA) services; and authorize the Chairman to execute all related documents.

Planning and Development

- 13 Public Hearing to adopt a minor update to the Hall County Comprehensive Plan.
- 14 Public Hearing to adopt Hall County's updated short-term work program and capital improvement element.
- 15 Application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. Commission District 3. NOTE: Tabled at the May 26, 2022 Voting Meeting until the June 22, 2022 Meeting.
- 16 Application of Ridgeline Land Planning, Inc. to rezone from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD) on a 50.75± acre tract located on the east side of Union Church Road approximately 166 feet from its intersection with Steeple Chase Lane; a.k.a. 4670 Union Church Road; Zoned AR-III; Tax Parcel 15043 000001. Proposed Use: 100 unit single family detached subdivision. Commission District 1. NOTE: Tabled at the June 9, 2022 Voting Meeting until the June 22, 2022 Meeting.
- 17 Application of Bark Camp Farm for a Use Subject to County Commission approval on a 30.62± acre tract located on the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Zoned AR-IV; Tax Parcel 12023 000010. Proposed Use: farm-style dog daycare, boarding facility and family/community events. Commission District 3.
- 18 Application of Jay Wilhoite for a Use Subject to County Commission approval on a 4.75± acre tract located on the west side of Candler Road approximately 175 feet from its intersection with Roy Parks Road; a.k.a. 2654 Candler Road; Zoned H-B; Tax Parcel 15030 000008. Proposed Use: retail units and self-storage warehouses. Commission District 3.

Public Works and Utilities

- 19 Approve the award of RFQ/P #43-001 Demand Services for Professional Architectural Services for Public Works & Utilities to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is \$200,000.00.
- 20 Approve the award of RFP #42-025 Design Build Culvert Replacements for Public Works & Utilities to E.R. Snell Contractors, Inc., of Snellville, GA. The estimated cost is \$1,213,789.00.
- 21 Approve the award of Task Order #2022-027 under RFP #39-018 Demand Services for On-Call Public Works Contractors for construction services to replace a culvert pipe at Cagle Mill Road for Public Works & Utilities to E.R. Snell Contractors, Inc. of Snellville, GA, in the amount of \$182,545.00.
- 22 Approve the renewal of annual contract for RFQ #39-018, Demand Services for On-Call Public Works Contractors for Public Works & Utilities to E.R. Snell Contractor, Inc. of Snellville, GA, Griffin Bros, Inc. of Maysville, GA, Lanier Contracting Co. of Suwanee, GA, and Simpson Trucking & Grading Inc. of Gainesville, GA. The estimated annual cost not to exceed is \$350,000.00.
- 23 Approval and authorization for the Chairman to execute an Agreement for Maintenance of the Roundabout with Flowery Branch Apartments Owner, LLC, which includes full landscaping and planting for the property in the center portion of the roundabout at the intersection of Hog Mountain Road and Cash Road.

Treatment Services

- 24 Approve the award of IFB #022-43 Counseling & Case Management Services Annual Contract for Treatment Services to New Hope Counseling of Gainesville, GA. The estimated annual cost is \$50,000.00.
- 25 Approve the annual contract with the State of Georgia Department of Human Services for Hall County Treatment Services to provide drug screening services and appoint the Treatment Services Director as the Program Designee and authorize the Chairman to execute all related award documents.

County Administrator

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

Commission Time

Adjourn

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



AGENDA ITEM

Corrections and Maintenance

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 297/2022

SUBJECT: Approve the award of IFB #040-42 New 80,000 lb. Tandem Dump Truck for Road Maintenance to Gainesville Truck Center, Inc. of Gainesville, GA. The estimated cost is \$150,575.00.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: WD

Recommendation:
Gainesville Truck Center, Inc., Gainesville, Georgia

Purpose of Request:
Approve the award of IFB \$040-42 New 80,000 lb Tandem Dump Truck to Gainesville Truck Center, Inc of Gainesville, Georgia. The lump sum cost is \$150,575.00.

History:
To replace existing truck at it's end of life cycle

Facts and Issues:
Ordering one (1) quantity Cab and Chassis tandem-axle dump truck with Snow Plow Blade mounting extensions will give the new dump truck dual versatility in that the County can affix a snow & ice plow blade on the front of the truck and carry de-icing material (salt) in the back, and then use the truck for regular hauling during the other seasons.

Options:

Funding Requested	\$ 150,575.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
AP	WD	AP	EW
Finance	Attorney	Administration	Clerk
WG	WLI	LJ	JR

Attachments:

Financial Supplement
Peach State Truck Center Bidder's Response
Gainesville Truck Center Inc Bid Response
Bidder's Tab
Bidders List
Bid Opening Information



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 297/2022

Funds Requested: \$ 150,575.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
FY22	005 - CAPITAL PROJECTS	531 - ROAD MAINTENANCE	6006 - MOTOR VEHICLES	\$150,575.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WD

Phone: 770-531-6872

Prepared for:
 Andy Penick
 Hall County Board of
 Commissioners
 2875 Browns Bridge Rd
 Gainesville, GA 30504
 Phone: 770-531-4939

Prepared by:
 Alex Guyton
 Peach State Truck Centers
 6535 Crescent Dr NW
 Norcross, GA 30071
 Phone: 7704495300

QUOTATION

114SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
 CUM X12 430V HP @ 1900 RPM, 1650 LB-FT @ 1000
 RPM, 2000 GOV RPM,VOC
 ALLISON 4500 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
 TUFTRAC GEN2 46,000# REAR SPRING SUSPENSION
 DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP
 SINGLE FRONT AXLE
 20,000# TAPERLEAF FRONT SUSPENSION

114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 5600MM (220 INCH) WHEELBASE
 1/2X3.64X11-7/8 INCH STEEL FRAME
 (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI
 1600MM (63 INCH) REAR FRAME OVERHANG
 1/4 INCH (6.35MM) C-CHANNEL INNER FRAME
 REINFORCEMENT

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 199,937	\$	199,937
EXTENDED WARRANTY		\$ 5,498	\$	5,498
DEALER INSTALLED OPTIONS		\$ 46,250	\$	46,250
CUSTOMER PRICE BEFORE TAX		\$ 251,685	\$	251,685

TAXES AND FEES

TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
BALANCE DUE	(LOCAL CURRENCY)	\$ 251,685	\$	251,685

COMMENTS:

Projected delivery on _12_ / _02_ / _2023_ provided the order is received before _07_ / _01_ / 2022_.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Daimler Truck Financial

Financing that works for you.

See your local dealer for a competitive quote from Daimler Truck Financial, or contact us at Information@dtoffers.com.

Daimler Truck Financial offers a variety of finance, lease and insurance solutions to fit your business needs. For more information about our products and services, visit our website at www.daimler-truckfinancial.com.



I. **SCOPE:** To purchase one (1) New 80,000 LB TANDEM AXLE DUMP TRUCK WITH SNOW PLOW MOUNTING EXTENSIONS per the following basic requirements and specifications, or equivalent. Bidders may quote specification equivalents in regards to brand names. Bidders **MUST** provide exact specifications to match up with the technical specifications as shown on **EXHIBIT A – Technical Specifications**, and also to include the following;

1. A heavy duty pintel hitch installed to tow tag-along trailers with air brake/electric brake options.
2. Fixed grill in front of radiator.
3. The truck will need to accept a separate PTO, for hydraulics operating the salt spreader.

II. **VENDOR INFORMATION:** The vehicle offered will be comparable with the detailed requirements listed below (unless otherwise noted). The "Bidders Response "column" is used to verify compliance to item specifications and/or requirements. Any deviations from specifications or requirements must be noted by bidder otherwise bid is as specified. All bids are to include shipping where applicable. If any line item has a zero or is left blank, that line item will be considered to be a "No Bid".

III. **BASIC REQUIREMENTS:**

All Technical specifications are found on **EXHIBIT A – Technical Specifications**. Bidders are to quote the specifications or Equivalent in fit, form and function.

Hall County is exempt from State of Georgia Sales and Use Tax.

<u>Description</u>	<u>Bidders Lump Sum Dollar Amount Response</u>
<p>ONE (1) QUANTITY NEW <u>80,000 LB TANDEM-AXLE DUMP TRUCK WITH SNOW PLOW MOUNTING EXTENSIONS</u> Indicate delivery lead time after receipt Of Notice of Award and Purchase Order. Prices to include delivery and ready to operate.</p>	<p>\$ <u>150,575.00</u></p>
<p>Make and stock number of item offered</p>	<p><u>MACK GR64F #036119</u></p>
<p>Firm Delivery date</p>	<p><u>11-17-22</u></p>

Note: Enclose with your bid, fully illustrative and descriptive literature.

IV. **NO-BID:** In order to maintain an active bidders list for future bid opportunities, we request that you reply if you are not bidding on this vehicle. Submitting a No-Bid will not remove you from future bidding opportunities.

We strongly request that you mark a **No-Bid** below, if you are not submitting a bid. Thank you.

No-Bid _____

Date _____

Printed Company Name _____

Signature _____

Original

IFB # 040-42
 CONTRACT SUMMARY PAGE

Buyer: Andy Penick

Description	Qty	Gainesville Truck Center	Peach State Truck Centers
		Unit Price	Unit Price
Brand		Mac	Freightliner
New 80,000 lb Tandem-Axle Dump Truck with Snow Plow Mounting Extensions	1	\$150,575.00	\$ 251,685.00

IFB #040-42, New 80,000 lb Tandem Dump Truck

COMPANY NAME	MAILING ADDRESS 1	MAILING ADDRESS 2	CITY	STATE	ZIP
GAINESVILLE TRUCK CENTER	2145 ATHENS HWY		GAINESVILLE	GA	30507
GAINESVILLE TRUCK CENTER	2145 ATHENS HWY		GAINESVILLE	GA	30507
MHC KENWORTH			ATLANTA	GA	
NEXTRAN TRUCK CENTER	2750 SULLIVAN RD		ATLANTA	GA	30337
PEACH STATE FREIGHTLINER	1755 DRY POND RD		JEFFERSON	GA	30549
PWXPRESS	1900 COFFEEPORT RD		JACKSONVILLE	FL	32208
RUSH TRUCK CENTERS	2560 MORELAND AVE SE		ATLANTA	GA	30315
WAUSAU EQUIPMENT CO, INC	1905 S MOORLAND RD		NEW BERLIN	WI	53151
PEACH STATE FREIGHTLINER	1755 DRY POND RD		JEFFERSON	GA	30549
WADE FORD	3860 S COBB DR		SMYRNA	GA	30080

Roger
Roger Moore
Government Sales Manager
Wade Ford Fleet Department
3860 South Cobb Drive
Smyrna, GA 30080
678-460-3881 Desk
770-527-9041 Cell

From: Andy Penick (Purchasing) <apenick@hallcounty.org>
Sent: Wednesday, May 18, 2022 11:11 AM
Cc: Chuck Pinney (Purchasing) <cpinney@hallcounty.org>
Subject: SWC 99999-SPD-SPD0000155 Tandem Axle Dump Truck with Snow Plow Extensions

Hello State of Georgia, State Purchasing Division, Strategic Sourcing Unit, Statewide Contract Holder SWC 99999-SPD-SPD0000155 for Truck Chassis and Truck Bodies.

Please review and quote on the attached IFB and Exhibit A.1 Technical Specifications for a 80,000 Tandem Axle Dump Truck with Snow Plow Extensions for delivery by the end of November, 2022.

If you are not able to bid on the same or an equivalent dump truck, please reply with "No Bid" to this email.
Contact me directly with any questions.

Thank you,
Andy Penick

Andy Penick
Purchasing Manager
Hall County Government
www.hallcounty.org
apenick@hallcounty.org
770-531-4939 – Phone
770-531-6711 - Fax



Andy Penick (Purchasing)

From: Roger Moore <rmoore@wade.com>
Sent: Wednesday, May 18, 2022 12:06 PM
To: Andy Penick (Purchasing)
Subject: RE: SWC 99999-SPD-SPD0000155 Tandem Axle Dump Truck with Snow Plow Extensions

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

NO BID

From Wade Ford,
Roger
Roger Moore
Government Sales Manager
Wade Ford Fleet Department
3860 South Cobb Drive
Smyrna, GA 30080
678-460-3881 Desk
770-527-9041 Cell

From: Andy Penick (Purchasing) <apenick@hallcounty.org>
Sent: Wednesday, May 18, 2022 12:02 PM
To: Roger Moore <rmoore@wade.com>
Subject: RE: SWC 99999-SPD-SPD0000155 Tandem Axle Dump Truck with Snow Plow Extensions

Thank you Roger, so this is a 'no bid' response?

Andy Penick
Purchasing Manager
Financial Services
Desk: (770) 531-4939
apenick@hallcounty.org

From: Roger Moore <rmoore@wade.com>
Sent: Wednesday, May 18, 2022 12:00 PM
To: Andy Penick (Purchasing) <apenick@hallcounty.org>
Cc: Chuck Pinney (Purchasing) <cpinney@hallcounty.org>
Subject: RE: SWC 99999-SPD-SPD0000155 Tandem Axle Dump Truck with Snow Plow Extensions

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning all,
The Ford F750 chassis only goes up to 37k GVWR with a single rear axle.
Not sure who the tandem axle contract holder is

COMPETITIVE BID TABULATION

PAGE 1 of 1

NEW 80000 LB TANDEM
PURCHASING DEPARTMENT

DUMP TRUCK

Bid Name

DATE 06-01-2022

BID # 040.42

SUPPLIER	#1 Jamesville Truck Center	#2 Peach State Truck Center	#3
PHONE	()	()	()
QUOTER	Mike Stevenson	Alex Geyton	
TERMS			
DELIVERY	Hull, Ga.	Norcross, Ga.	
FREIGHT COST			

ITEM	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.							
2.		\$229,505.54		\$251,685.00			
3.		\$150,575.00					
4.		5mo delivery		18mo delivery			
5.							
6.							
7.							
8.							
9.							
0.							

BUDGETED AMOUNT	GRAND TOTAL	GRAND TOTAL	GRAND TOTAL
TOTAL AWARD	AWARD TOTAL	AWARD TOTAL	AWARD TOTAL
BIDS MAILED _____ (H)	ITEMS AWARDED	ITEMS AWARDED	ITEMS AWARDED
BIDS RECEIVED	P.O. NUMBER	P.O. NUMBER	P.O. NUMBER

REMARK No Bid: Wade Ford Fleet Dept., Smyrna, GA

[Signature]
SIGNATURE

PURCHASING



AGENDA ITEM

Corrections and Maintenance

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 318/2022

SUBJECT: Approve the award of IFB #012-43 Elevator Repair Service Annual Contract for Building Maintenance to Premier Elevator of Stockbridge, GA. The estimated annual cost to exceed \$50,000.00.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: WD

Recommendation:
Approve the award to Premier Elevator

Purpose of Request:

To establish a contract with a qualified contractor to provide elevator maintenance and repair services throughout the County's facilities.

History:

Premier Elevator has previously held this contract and is in good standing with the County. They have regularly responded to implement emergency repairs when contracted vendors have failed to perform adequately.

Facts and Issues:

Two lower bids were received for this contract. At the request of Building Maintenance, we are not selecting Mowrey Elevator due to their inability to provide satisfactory service in the present contract cycle which has required calling in Premier Elevator to perform repairs. TK Elevator Corp (formerly Thyssenkrupp Elevator) previously had their contract cancelled in prior contract cycle at the instruction of Court Administration for non-performance in keeping the elevators operating in the Courthouse which also required Premier Elevator to complete repairs.

Options:

Funding Requested

\$ 50,000.00

Are funds within current budget?

Yes

Source of Funds

Multiple

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
CP	WD	CP	EW
Finance	Attorney	Administration	Clerk
WG	WLI	LJ	JR

Attachments:

Financial Supplement
012-43 Signature Request
012-43 Contract Doc
012-43 Bid Tab



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 318/2022

Funds Requested: \$ 50,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Multiple

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	001 - GENERAL		4483 - BUILDING MAINTENANCE	\$50,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BJ

Phone: 770-531-6823



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Date: 06/03/22

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 012-43

Bid/Contract Name: Elevator Repair Services Annual Contract

Department(s) Requesting Contract: Building Maintenance

Award Recipient Name: Premier Elevator

Date of BOC Approval: Pending 06/22/22 BOC Approval

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$55,000

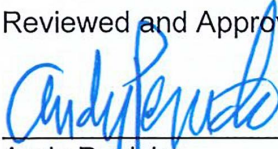
Price Increase Requested Increase Percentage: 0%

Project/Service Contract Awarded Amount: \$60,000

Product Contract Awarded Amount: \$0

Comments: Year one (1) of a possible three (3) year contract. This contract was rebid after only one (1) year at the request for Building Maintenance due to inability of previous year's vendor to adequately respond to service requests. Building Maintenance often had to seek out other sources to have repairs done in a timely manner with the majority of the work being completed by Premier Elevator.

Reviewed and Approved by:


Andy Penick
Purchasing Manager


Wesley Geddings
Financial Services Director

**CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 012-43

Bid/Contract Name: Elevator Repair Services Annual Contract – New Contract, Price Increase – N/A

Elevator Repair Services Annual Contract

This agreement, made and entered into this the 1st. day of July, 2022, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and Premier Elevator, 230 Andrew Drive, Stockbridge, GA, 30281 hereafter referred to as "Contractor").

Witnessed:

Whereas, the County intends to contract to provide services for elevator repair services per IFB #012-43, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

Hall County's IFB #012-43 issued on March 9, 2022, the Bidder's response (All originals are on file in the Hall County Purchasing Department, 2875 Browns Bridge Rd, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference.

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

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

Subscribed and sworn to in our presence

this _____ day of _____, 2022

By: _____

Notary Comm. Exp.

Hall County, Georgia

By: _____

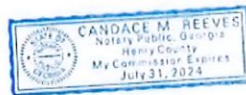
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our presence

this 2nd day of June, 2022

By: Candace M. Reeves

July 31, 2024
Notary Comm. Exp.



Premier Elevator

By: Hugh Bertschin

Hugh Bertschin

Regional Vice President of S.E.

IFB #: 012-43

Elevator Repair Services

		Premier Elevator	Mowrey Elevator	TK Elevator Corp
		Stockbridge, GA	Acworth, GA	Marietta, GA
ITEM NO.	ITEM DESCRIPTION	PRICE	PRICE	PRICE
	Sec H - Site Specific Monthly Maintenance			
1	HCGC - Three Traction Units	\$822.00	\$630.00	\$615.00
2	HCGC - One Hydraulic Units	\$164.00	\$80.00	\$75.00
3	Courthouse - Six Traction Units	\$1,370.00	\$1,260.00	\$1,230.00
4	Courthouse Annex Bldg - One 'Dover' Unit	\$164.00	\$80.00	\$75.00
5	Courthouse Parking Deck - One 'Dover' Unit	\$83.00	\$80.00	\$75.00
6	Main Library - Two US Elevator Units	\$164.00	\$160.00	\$150.00
7	JAS Building - One Unit	\$83.00	\$160.00	\$75.00
8	Mulberry Creek CC - One Unit	\$83.00	\$80.00	\$75.00
9	East Hall CC - One Unit	\$164.00	\$140.00	\$75.00
10	Jail - Four Thyssenkrupp Units	\$639.00	\$320.00	\$300.00
11	Sheriff's LEC - One Hydraulic Unit	\$164.00	\$80.00	\$75.00
	Section H - Monthly Maintenance Total	\$3,900.00	\$3,070.00	\$2,820.00
	Sec I - General Services			
1	Maintenance/Repair - Regular Time Rate			
1a	Mechanic - Hourly Rate	\$235.00	\$200.00	\$283.50
1b	Helper - Hourly Rate	\$175.00	\$100.00	\$228.48
1c	Team - Hourly Rate	\$410.00	\$300.00	\$511.98
2	Maintenance/Repair - OverTime Rate			
2a	Mechanic - Hourly Rate	\$350.00	\$250.00	\$567.00
2b	Helper - Hourly Rate	\$260.00	\$125.00	\$388.42
2c	Team - Hourly Rate	\$610.00	\$375.00	\$1,023.96
3	Materials Mark-Up (Cost Plus %)	20.00%	25.00%	20%
4a	Does your company have a 'scheduled chart for maintenance or preventative maintenance?	YES	YES	YES
4b	Does your company have a 'repair recommendation and materials request form'?	YES	YES	YES
4c	Does your company have a 'time ticket' or 'service call ticket' for use with each service?	YES	YES	YES
4d	Does your company have the ability to respond to an emergency repair service?	YES	YES	YES

RECOMMENDED AWARD:

PREMIER ELEVATOR, STOCKBRIDGE, GA

BUDGET AMOUNT: ANNUAL CONTRACT
 TOTAL AWARDED AMOUNT: ANNUAL CONTRACT
 (PROJECTED ANNUAL EXPENDITURES TO EXCEED \$50,000.00)
 BIDS MAILED: 14 HALL: 0
 BIDS RECEIVED: 3 (0 - NO BIDS) HALL: 0
 FUNDS: OPERATIONAL FUNDS - MISC DEPT



Hall County Government
FINANCIAL SERVICES

ORIGINAL

Part II Bid (This section to be completed by the bidder)

Date of Bid: March 25, 2022

Bid No: 012-43

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.7112

DIRECTOR
Wes Geddings

The undersigned agrees, if bid is accepted within thirty days (30) calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Invitation for Bid at the price in the Bid Schedule. Delivery will be complete _ calendar days after receipt of Notice of Award.

Hall County shall reserve the option to reject any or all bids, in whole or in part, or to select any bidder that the owner chooses to complete the described work. Award of bid will not be based solely on low bid, but also on quality, references, and other subjective criteria as the owner may deem necessary, and as the owner may determine at its sole discretion. The undersigned bidder expressly understands that his proposal may be rejected by the County for any reason without liability on the part of the owner to the undersigned bidder, even if the undersigned bidder is the apparent or actual lowest responsive and responsible bidder for the work.

Time Discounts allowed for prompt payment as follows: Discounts of less than fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

zero (0) % Discount , 0 Calendar Days.

Bid prices to remain firm for thirty (30) or ninety (90) calendar days after opening of bid.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusion bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards.

Part II Bid (This section to be completed by the bidder)

Date of Bid: March 25,2022

Bid No. 012-43

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Bidder Information
(Type or Print)**

Premier Elevator
Name of Company

230 Andrew Drive
Address

Stockbridge GA 30281
City State Zip Code

(770) 389 - 4951
Phone Number

Hugh@premier-elevator.com
Email Address

18 12 1 - 11 14 13 1 1 1 6 1 6 1
Tax ID Number

Name and Title of Person authorized to sign

Name: Hugh Bertschin

Title: Regional Vice President of S.E.

Signature: 

**Name and Mailing Address or where
to send payments**

Oracle Elevator Company / Dept # 9901
Name of Company

PO Box 850001
Address

Orlando FL 32885-9901
City State Zip Code

(813) 344 - 0288
Phone Number

()
Fax Number

Or

 | | | | - | | - | | | | | | | | |
Social Security Number

Acknowledge receipt of all issued addenda
by listing their numbers and date of issuance
below:

BIDS NOT SIGNED MUST BE DECLARED AS "NON-RESPONSIVE" AND NOT CONSIDERED FOR AWARD

Bid Schedule – Invitation for Bid #012-43

It is the intent of the Hall County Board of Commissioners to purchase the Elevator Repair Service as outlined in these specifications.

A. Scope: To provide Elevator Repair Services to various departments within Hall County with a guaranteed bid price for a 12-month period. This contract will begin upon contract execution and be in effect until June 30, 2023. The successful bidder may be allowed two (2) annual one (1) year renewals of this contract all upon the same terms and conditions.

B. Contract Administration: The contract administrator for this invitation and any contract(s) or purchase order(s) arising as a result of this invitation will be Julie Dorough, Buyer. All questions concerning this invitation and any questions unable to be resolved by user departments arising during the contract period are to be addressed to contracts administrator at jdorough@hallcounty.org.

C. User Departments: Successful bidder will be required to deliver services and items covered by this invitation on an "as needed basis" during the life of contract from various departments who will be authorized to use this service during contract period.

D. Quantities: None of the user departments, individually or collectively, shall be required to utilize a contract to any minimum or maximum amount during the life of a contract issued as a result of this invitation. The County when entering into a contract, reserves the right to solicit for bid any single service or group of like needs covered by such a contract, separately from said contract when deemed advantageous to the County to do so.

E. Vendor Information: The services or items offered shall be comparable with the detailed requirements listed below (unless otherwise noted). Proposals for alternate services or products must be accompanied by a product brochure or specification sheet. The "H. Bidder's Response" section is used to verify compliance to item specifications and/or requirements. Any deviations from specifications or requirements must be noted by bidder in the section "L. Exceptions to or Variations from Specifications", otherwise bid is as specified. If any line item has a zero or is left blank, that line item will be considered to be a "No Bid".

The County prefers to accept proposals from vendors with five (5) years' experience minimum; however, this factor and the following will be studied to assist the County in deciding the most favorable vendor:

1. Number of years in business;
2. Firm's organization / management structure;
3. Firm's facilities and equipment;
4. Firm's experience in doing the same type contract;
5. References;
6. Contracts of like nature currently being performed;
7. Number of professional staff available for this contract;

F. Basic Requirements: All material purchased will be new and unused. No alternate manufacturers or products will be accepted unless otherwise notated with 'or equivalent' in the Item Description. All bids are to include shipping where applicable. All material will ship FOB Destination, Freight Prepaid and Allowed, to a facility within the County. Purchases made by the County are tax exempt per Exemption Certificate #58-6000836. Vendor's invoices must reference the listed Item Number for each line item and be billed per the quoted Unit of Measure and Unit Price.

- G. Specifications: The following minimum specification shall apply to the requested services:
1. All elevator repair and maintenance work shall be performed or supervised by a Mechanic or Technician who is certified and licensed by the Georgia Office of Insurance and Safety Fire Commissioner.
 2. Contractor shall provide the County with monthly maintenance services at the monthly rate identified in Section H. Bidder's Response – Site Specific, and Elevator Repair Services on an 'as-needed' basis at the rates identified in Section I. Bidder's Response - General. County will not pay separate fees for trip charges, fuel surcharges, etc. All fees are to be incorporated and included in the listed rates.
 3. Contractor shall provide all labor, tools, equipment, and material necessary for the completion of assigned tasks.
 - a. Materials required for project completion must be approved by the supervising County Employee prior to purchase and installation.
 - b. Purchased materials shall be new and unused and will be billed to the County at the cost-plus percentage rate identified in Section H. Bidder's Response - General, Item 4. Contractor will be required to submit individual itemized invoices in original form showing labor hours, materials, location, work performed, and have original signature of County personnel showing work has been performed and accepted as being complete and correct. Contractor shall provide supporting proof of product cost at time of invoicing for any product(s) with a single unit cost exceeding \$50.00/each. Those items shall be itemized on the submitted invoice. Invoices received with any of these items missing will be returned to vendor for proper correction before being considered as a proper invoice.
 4. Basic services to be covered by this contract:
 - a. Equipment Evaluation: Each unit is to have an initial evaluation to determine condition and possible concerns.
 - b. Routine Service: Regular systematic examinations and service of equipment to include lubrication, adjustment, and other required services per this contract. Minimum of (12) twelve examinations in a one year period.
 - c. Scheduled Examinations: Regular, systematic, complete, thorough examinations of the equipment to include lubrication, adjustment, and other required services per this contract. Minimum of (4) four examinations in a one-year period. A report is to be filed showing condition of equipment and recommendations of inspector.
 - d. Equipment Update: Vendor is to keep the County informed of any change in code requirements, reliability standards and performance improvements and to provide periodic report outlining any recommendations for improvement.
 - e. Equipment Repairs or Replacement: When conditions warrant, due to wear and tear of normal usage, equipment and parts covered by this contract are to be repaired or replaced.
 - f. Safety Tests: Replacement of equipment or repairs are to be tested to insure proper operation and safety. Further, any test required by code requirements in effect during contract.

- g. Hours of Service: Regular working hours are to be considered Hall County's normal office hours of 8:00 am to 5:00 pm, Monday thru Friday. The basis for this contract are to be for those hours of operation. All other hours and county recognized holidays (Martin Luther King Jr., Memorial Day, July 4th, Thanksgiving Day, Christmas Day and New Years day) are to be considered as overtime.
 - h. Emergency / Overtime Service: Emergency service to be available 24 hours per day, all year. any service performed at anytime other than the above named regular working hours is to be considered as overtime.
5. Items to be covered by this contract include, but are not limited to, the following:
- a. All systems listed as well as sub-assemblies and sub- components that comprise these systems;
 - b. Pump Unit, including tank, fluid, jack packing, exposed piping, motor, pump, and valve system;
 - c. Selector, including motors, cams, switches, bearings, wiring, cable, tape, and driving mechanism;
 - d. Controller and dispatcher, including wiring, relays, capacitors, timers, resistors, computers, solid state components, circuit boards, rectifiers, transformers, load weighing and transoucers.
 - e. Hoistway equipment, including switches, cams and sheaves.
 - f. Car guide shoes, including gibs and rollers.
 - g. Car buffers, including switches, springs and oil.
 - h. Car guide rails.
 - i. Car, shaftway, and machine room wiring, including traveling cables.
 - j. Car and hall signal devices, including lamps and displays.
 - k. Car and hall operating devices, including buttons, lamps and switches.
 - l. Hoistway door hardware, including hangers, interlocks, gibs and closers.
 - m. Door operator system, including motor, clutches, sheaves, belts, bearings, contacts, cams, gears, car door hangers, and door reversal devices.
6. Items that are not covered by this contract are as follows:
- a. Elevator Car Enclosures;
 - b. Ventilation Equipment;
 - c. Car Lighting Tubes and Lamps;
 - d. Finish Flooring;
 - e. Mirrors;
 - f. Glass;

- g. Architectural Metals;
- h. Car and Hoistway Gates and Door Panels;
- i. Hoistway Enclosures;
- j. Swing Door Closures and Hinges;
- k. Door Frames;
- l. Sills;
- m. Hoistway Brackets and Fastenings;
- n. Electrical Feeders and Mainline Disconnects;
- o. Smoke Sensors;
- p. Fire Alarm Systems;
- q. Communications and Signaling Equipment Installed By Others;
- r. Cylinders;
- s. Plungers;
- t. Buried Equipment
- u. Escalator Lighting and Balustrades.

7. Response Time: Defined as the time necessary to arrive at a problem location and begin actual repairs after a call has been placed, based on normal circumstances. County personnel placing calls will notify you as to the status of the call, normal or emergency. When a service call is identified as being an emergency, a technician must respond and be on scene to begin the actual repairs within two (2) hours of call receipt. This section of a contract resulting from this invitation will be strictly enforced. Failure to respond according to stated response times may be grounds for cancellation of contract.

8. Regulatory agencies: All services are to be performed according to any and all codes and regulations of any agency, private or public, local, state, federal or independent, having jurisdiction for such codes and regulations and any changes thereto during the contract period. Vendor will be responsible for all requirements necessary for providing services to include but not be limited to meeting all regulatory and/or agency's requirements, local, state, federal or independent, in the permitting and proper application and execution of providing such services.

9. Contractor shall provide safety measures such as fencing, signs, etc., that are required to ensure visitor's safety during the performance of any repair/maintenance services.

10. Contractor's technicians shall sign-in/out or check-in/out with the appropriate County personnel upon daily arrival/departure or when leaving the job site temporarily to pick up additional parts or equipment.

H. Bidder's Response: Vendor's Name: Premier Elevator Bid #021-43

Site Specific – Price each location as a per month charge for maintenance

Description	Contract Price
1. Hall County Government Center 2875 Browns Bridge Road Gainesville, GA 30504 Contact: Brett Jockell, (770) 531-6823 Three (3) Ea. Traction Units, 5 Stops	\$ <u>822.00</u> per month for 3 units
2. Hall County Government Center 2875 Browns Bridge Road Gainesville, GA 30504 Contact: Brett Jockell, (770) 531-6823 One (1) Ea. Hydraulic Unit, 5 Stops	\$ <u>164.00</u> per month for 1 unit
3. Hall County Courthouse 225 Green Street Gainesville, GA 30501 Contact: Brett Jockell, (770) 531-6823 Six (6) Ea. Traction Unit, 5 Stops	\$ <u>1370.00</u> per month for 6 units
4. Courthouse Annex Building 116 Spring Street Gainesville, GA 30501 Contact: Brett Jockell, (770) 531-6823 One (1) Ea. "Dover" Units, 3 Stops	\$ <u>164.00</u> per month for 1 unit
5. Parking Deck Corner of Spring and Green Street Gainesville, GA 30501 Contact: Brett Jockell, (770) 531-6823 One (1) Ea. "Dover" Unit, 5 Stops	\$ <u>83.00</u> per month for 1 unit
6. Library 127 Main Street Gainesville, GA 30501 Contact: Brett Jockell, (770) 531-6823 Two (2) Ea. "U S Elevator" Units, 2 Stops	\$ <u>164.00</u> per month for 2 unit
7. JAS Building 2318 Browns Bridge Road Gainesville, GA 30504 Contact: Brett Jockell, (770) 531-6823 One (1) Ea. Unit, 2 Stops	\$ <u>83.00</u> per month for 1 unit
8. Mulberry Creek Community Center 4491 J M Turk Road Flowery Branch, GA 30542 Contact: Brent Holloway, (770) 997-5823 One (1) Ea. Unit, 2 Stops	\$ <u>83.00</u> per month for 1 unit

H. Bidder's Response: Vendor's Name: Premier Elevator Bid #021-43

Site Specific – Price each location as a per month charge for maintenance

Description:	Contract Price
9. East Hall Community Center 3911 P Davison Rd Gainesville, GA 30507 Contact: Brody Langston, (678) 450-1540 One (1) Ea. Schindler Hydraulic Unit, 2 stops	\$ <u>164.00</u> per month for 1 unit
10. Hall County Jail 1700 Barber Road Gainesville, GA 30507 Contact: Lynn Yarbrough, (770) 531-6904 Four (4) Ea. Thyssenkrupp Hydraulic Units	\$ <u>639.00</u> per month for 4 units
11. Hall County Sheriff's Law Enforcement Center 2859 Browns Bridge Rd. Gainesville, GA 30504 Contact: Joseph Collier, (770) 531-6887 One (1) Ea. Hydraulic Unit, 3 stops	\$ <u>164.00</u> per month for 1 unit
Total Monthly Maintenance Price	\$ <u>3,900.00</u>

I. Bidder's Response

General - Service or repair work performed outside the scope of Specification 4, "Basic services to be covered by this contract," will be provided at the following billing rates

Description:	Contract Price
1. Regular Time Rate – 8:00am–5:00pm, Mon-Fri	
a. Mechanic	\$ <u>235.00 / Hr</u>
b. Helper	\$ <u>175.00 / Hr</u>
c. Team (Mechanic & Helper)	\$ <u>410.00 / Hr</u>
2. Overtime Rate (Regular Time Rate X 1.5) - After 5:00pm, Mon-Fri, Weekends, Holidays	
a. Mechanic	\$ <u>350.00 / Hr</u>
b. Helper	\$ <u>260.00 / Hr</u>
c. Team (Mechanic & Helper)	\$ <u>610.00 / Hr</u>

I. Bidder's Response: Vendor's Name: Premier Elevator Bid #021-43

General (Cont.)

3. Materials Mark-Up Cost Plus 20 %

4. All the following questions MUST be answered:

a. Does your company have a 'scheduled chart for maintenance or preventative maintenance'?

Initial One: Yes X No _____

If 'Yes', enclose a copy of your chart with your proposal. Chart should show what and when items and/or services are to be scheduled.

b. Does your company have a 'repair recommendation and materials' request form'?

Initial One: Yes X No _____

c. Does your company have a 'time ticket' or 'service call ticket' for use with each service?

Initial One: Yes X No _____

d. Does your company have the ability to respond to an emergency repair request and have a technician on scene within the required two (2) hours from receipt of emergency repair notification?

Initial One: Yes X No _____

J. Evaluation and Award: Bid responses received from this IFB will be tabulated and evaluated by the Purchasing Department, presented to the Board of Commissioners, and a contract will be awarded to one (1) or more vendors as a result of this IFB.

K. Questions: Questions concerning proposal submission should be directed in writing to Julie Dorrough, Buyer, jdorrough@hallcounty.org.

L. Exceptions to or Variations from Specifications: Any exceptions, variances, or differences in enclosed specifications must be stated here to be considered. If none are stated, it will be understood that bid proposal is exactly as specified:

None

M. Vendor Information:

1. Firm Name: Premier Elevator

Address: 230 Andrew Drive / Stockbridge / GA / 30281

2. Normal business hours phone (toll-free): (800) 526 - 6115

3. Years in Elevator Repair Services business: 28

4. Firm's Organization and Management Structure:

Name: Hugh Bertschin Title: Regional Vice President of S.E.

Name: Wallace Bertschin Title: Regional Vice President OTEC

Name: Robert Barber Title: National Vice President MOD

5. Vendor's contract administrator for this contract:

Name: David Allen Title: Regional Sales Manager

Phone: (704) 936 - 9719 Email: David.Allen@oracleelevator.com

6. Hours of normal operation: 7 am - 4:30 pm

7. Orders can also be mailed or phoned to:

Firm Name: Premier Elevator

Address: 230 Andrew Drive, Stockbridge, GA, 30281 (Prefer phone calls)

Phone: (770) 389-4951

8. Payments to be mailed to: Firm Name: Oracle Elevator Holdco

Address: Dept. #9901 / PO Box 850001 / Orlando / FL / 32885-9901

9. Prompt payment discount of 0 (zero) % /15 days will apply to all invoices.

10. Can you meet insurance requirements? X Yes _____ No

11. How many qualified, fully trained, personnel will be available to support the County's project? (personnel who will actually work on the project, not your office staff/administrative personnel):

5 (Five)

- N. State percent of work of your total business you now perform for government agencies: _____ %
List (3) three agencies:

Agency: Athens-Clark County Government
Address: 2555 Lexington Rd. / Athens / GA
Contact: Toddy Zarei
Phone: (706) 613 - 3570
Email: toddy.zarei@accgov.com

Agency: University of Georgia
Address: Athens / GA
Contact: Justin Meeler
Phone: (706) 542 - 6674
Email: justingm@uga.edu

Agency: Georgia State University
Address: 43 Auburn Ave / Atlanta / GA / 30303
Contact: Brian Hyden
Phone: (678) 643-7274
Email: bhyden@gsu.edu

- O. Firm's past experience in doing the same type of project, not current projects,
List (3) three agencies:

Agency: Hall County Government
Address: 116 Spring Street, Suite 12 /Gainesville / GA / 30504
Contact: Debby McNabb
Phone: (770) 531-6823
Email: dmcnabb@hallcounty.org

Agency: Emory Conference Center Hotel
Address: 1615 Clifton Rd. / Atlanta / GA 30329
Contact: Terry Bozeman Jr.
Phone: (404) 210-6868
Email: Terry.Bozeman@emory.edu

Agency: GSU Commons
Address: 141 Piedmont Ave. SE / Atlanta / GA / 30342
Contact: Jose Alvarez
Phone: (470) 363-4295
Email: Jose.Alvarez@corvias.com

IFB #012-43, Elevator Repair Services

14 0 0 8

COMPANY NAME	CITY	STATE	CONTACT NAME	Bids	Hall	No Bid	Request
CONSTRUCTION BID SOURCE		NC	MICHELLE TADAYON	1			1
CONSTRUCTION JOURNAL	STUART	FL	MARIA THURMAN	1			1
CONSTRUCTION JOURNAL	STUART	FL	PAMELA EXTON				1
DODGE DATA & ANALYTICS	ARLINGTON	TX	JAYALAKSHMI	1			
GENESIS ELEVATOR COMPANY	KENNESAW	GA	MAJOR HORTON	1			1
KONE ELEVATOR CO.	MARIETTA	GA		1			
MOWREY ELEVATOR CO.	ACWORTH	GA	JIM ROTH	1			
OTIS ELEVATOR CO	MARIETTA	GA	LEE BRASHIER	1			
NORTH AMERICAN PROCUREMENT COUNCIL INC., PBC	GRAND JUNCTION	CO	ERIC JOHNSON	1			1
PREMIER ELEVATOR	STOCKBRIDGE	GA	STEPHANIE HOLDER	1			
PREMIER ELEVATOR	STOCKBRIDGE	GA	JAMIE CONKLIN				
PREMIER ELEVATOR	STOCKBRIDGE	GA	STEPHANIE HOLDER				
PRIME VENDOR	WILMINGTON	NC	BID CLERK	1			1
TK ELEVATOR	MARIETTA	GA	CAMILLE HANSEN	1			1
TK ELEVATOR	MARIETTA	GA	Tara Downs				1
VANGUARD REID	CUMMING	GA	MICHAEL REID	1			
VELOCITY ELEVATOR	McDONOUGH	GA	LAMONT REYNOLDS	1			
PWXPRESS	JACKSONVILLE	FL	MARY MILLER	1			



AGENDA ITEM

Corrections and Maintenance

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 290/2022

SUBJECT: Approve the installation and labor services for storm sewer rehabilitation of a pipe liner along Wallis Road for Road Maintenance to Federal EC LLC of Woodstock, GA, in the amount of \$185,185.00.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: WD

Recommendation:
Approve award to Federal FC LLC, Woodstock, GA

Purpose of Request:
Approve the procurement of services for culvert pipe lining replacement at 3652 Wallis Road to Federal EC LLC of Woodstock, GA in the amount of \$185,185.00.

History:
The lining has aged out and in need of repair / replacement.

Facts and Issues:
The work will include CCTV / Investigate / Measure pipe at lining locations, mobilization / set-up, traffic-control / lane closure and various size of cured in place pipe lining. We have been given permission by Neil Trust, Purchasing Manager of John Creek, to utilize the City of Johns Creek contract #21-236 for On-Call Professional Services for Stormwater Pipe Lining Services.

Options:

Funding Requested \$ 185,185.00

Are funds within current budget? Yes

Source of Funds SPLOST VIII

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes

Has it been reviewed by the County Attorney?

No

Is there a deadline for this item?

Approvals:

Buyer	Submit	Purchasing	Budget
DH	WD	AP	EW
Finance	Attorney	Administration	Clerk
WG	WLI	LJ	JR

Attachments:

Financial Supplement

Federal EC LLC



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 290/2022

Funds Requested: \$ 185,185.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
FY22	028 - SPLOST VIII	1816 - SP-VIII CULVERT REPLACE	5009 - INFRASTRUCTURE	\$185,185.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JH

Phone: 770 531-6824



Hall County Government
FINANCIAL SERVICES

MEMORANDUM

To: Board of Commissioners

From: Debra Howington, Buyer

Date: May 25, 2022

Re: Federal EC LLC

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Engineering Department is seeking approval to procure the services of Federal EC LLC of Woodstock, GA for the installation of cured in place pipe lining along 3652 Wallis Road. The work will include CCTV / Investigation / Measure pipe at lining locations, mobilization / set-up, traffic-control / lane closure and various size of cured in place pipe lining. We have been given permission by Neil Trust, Purchasing Manager for Johns Creek, to utilize the City of Johns Creek contract 21-236 for On-Call Professional Services for Stormwater Pipe Lining Services. The total cost of the project is \$185,185.00. The funding source is 1816-5009-028-1816-5009 for SP-VIII Culvert Replace – Infrastructure.

If you have any questions, please contact the Purchasing Dept.

REQUESTED 05/12/22 REQUIRED

APPROVAL GRP 1816 SP-VIII CULVERT REPLACE

BUYER JORGE GOMEZ

CGP

SHIP TO 136 HALL COUNTY ENGINEERING DEPART 3RD FLOOR 2875 BROWNS BRIDGE ROAD GAINESVILLE, GA 30504 ATTN: BILL NASH

VENDOR 10029054 FEDERAL EC LLC 504 ALLATOONA HILLS DRIVE WOODSTOCK GA 30189

FREIGHT

LN/ST	COMMODITY	STOCK NO	QUANTITY	UOM	UNIT PRICE	EXTENSION/ TAX/TRADE-IN
01	A		1.00	LOT	185,185.0000	185,185.00
	INSTALLATION OF CURED IN PLACE PIPE LINER ALONG 3652 WALLIS ROAD AS DETAILED ON THE ATTACHED PROPOSAL					0.00
						0.00
	TOTAL PRICE					185,185.00
DEPARTMENT	ACCOUNT	PROJECT	ACCOUNT	CHARGE AMOUNT		
1816	5009	028-1816	5009	185,185.00		
REQUISITION TOTAL						185,185.00

RECEIVED MAY 17 2022



May 15, 2022

Hall County
Attn: Jimmy Hightower
1670 Barber Road
Gainesville, GA 30507

Subject: Proposal: Storm Sewer Rehabilitation: 3652 Wallis Road

Federal EC LLC Proposal

Dear Mr. Hightower:

Federal EC LLC has been asked by Hall County to provide a firm fixed price proposal to complete the work as detailed in the scope elements listed below.

The contents of this proposal including price should be considered confidential.

Section 1 - Background & Solution Development:

The subject job has three sections that have been identified for rehabilitation by cured in place pipe. Federal EC is providing pricing to install liner in accordance with plans and specifications.

Section 2 - Proposed Scope of Work:

1. Federal EC LLC to provide submittals including shop drawings and calculations stamped by a Georgia Professional Engineer (If requested)
2. Manufacture Cured in Place Pipe Liner detailed in the pricing section
3. Federal EC LLC to mobilize all personnel, equipment and materials to the job site
4. CCTV Inspection and Cleaning
5. Install CIPP liners as detailed in pricing section
- 6..Final clean-up and demobilization from work site

Section 3 – Pricing				
ITEM NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE
1	CCTV/ Investigation / Measure Pipe at Lining Locations	1	LS	\$ 1,850
2	Mobilization / Setup	1	EA	\$ 7,500
3	Traffic Control/ Lane Closure	1	LS	\$ 5,500
4	Pipe Invert Repair Prior to Lining	1	LS	\$ 12,500
5	CB01- CB02 36" Cured in Place Pipe Lining Up to 190 LF	1	LS	\$ 47,500
6	CB02- CB03 36" Cured in Place Pipe Lining Up to 328 LF	1	LS	\$ 82,000
7	CB03- CB04 36" Cured in Place Pipe Lining Up to 44 LF	1	EA	\$ 11,500
7	Payment and Performance Bond	1	EA	\$ 5,050
TOTAL BASE PRICE (Contract Line Item Number 1 through 7) -----				\$ 173,400

Section 4 – Federal EC LLC Construction to Provide/Inclusions:

1. Proposal pricing is based on one mobilization for the proposed scope of work. If additional mobilizations are required there will be an extra charge.
2. Manufacturer certified materials for all phases of proposed scope of work.
3. All items detailed in Section 1 & 2, Proposed Scope of Work.
4. Certificate of insurance with standard coverage
5. One-year standard construction warranty.

Section 5 - Owner/General Contractor to Provide/Exclusions:

1. Access to work areas for labor and equipment.
2. Access to a clean water source to be used for pipe lining operations to be provided by others at no cost to Federal EC
3. Project Permit and/or local licenses
4. Performance and Payment Bonds not included. Available upon request for a 3% total proposal cost.
5. Additional Premiums for special insurance coverage(s) required by you or other parties particular to this project.
6. Liquidated damages not included.
7. Inspections and testing
8. Bypass Pumping if Required
9. All above ground restoration including but not limited to debris removal, grassing, sod, landscaping, repair of tire ruts, etc....

Section 6 – General Notes:

1. Please see addendum A for full terms and conditions.
2. Anticipated project duration is 3-5 working days. The manufacturing of the materials is approximately 3 weeks.
3. Work to be performed during regular working hours. All work performed outside of such hours due to reasons beyond FED EC's control shall be charged at a rate or amount agreed upon by the parties at the time the overtime is authorized.
4. Quotation is based on acceptance of FED EC's standard insurance policy. FED EC will hold harmless and indemnify Contractor only for insured claims resulting solely from FED EC's negligence or in the case of joint negligence with others for its proportional share.
5. No retention of funds is agreed to following the completion and acceptance of work.
6. Use of Contractor's subcontract form is subject to mutually agreed-upon clarifications and changes.

Section 7 – Inspection and Acceptance:

Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater will be observed. All service entrances will be accounted for and be unobstructed (If applicable). CIPP Liner in some circumstances may have visual inconsistencies including but not limited to wrinkles, bumps, coating blistering due to the shape and variation of the surface of the existing piping. These inconsistencies are inherent to the process and do not detract from the performance of the pipe in any way.

Please do not hesitate to contact me if you should have any questions or comments in regards to this proposal.

Respectfully Submitted,



Jonathan M. Raymer P.E. | General Manager | **FEDERAL EC LLC**
504 Allatoona Hills Drive | Woodstock, GA 30189
Ph: 770.616.7523 | <http://www.federalec.com>
jraymer@federalec.com



CONTRACT AGREEMENT
RFP #21-236
ON CALL PROFESSIONAL SERVICES – STORMWATER PIPE LINING SERVICES

This Agreement made and entered into this 1 day of October, in the year 2021; by and between The City of Johns Creek, Georgia, having its principal place of business at 11360 Lakefield Drive, Johns Creek, Georgia 30097 and Federal EC, LLC. ("Contractor"), 504 Allatoona Hills Drive, Woodstock, GA 30189.

WHEREAS, the City hereby contracts with Federal EC, LLC for the furnishing of professional services in connection with the Project, for the furnishing of such services more particularly described herein in consideration of these premises and of the mutual covenants herein set forth. By executing this Agreement, the Contractor represents to City that it is professionally qualified to do this Project and is licensed to practice services by all public entities having jurisdiction over "Contractor" and the Project; and

WHEREAS, the City of Johns Creek has caused Request for Proposals #21-236 to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected Contractor is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the RFP #21-236; and

WHEREAS, the Contractor submitted a response to the RFP# 21-236 and the Contractor's submittal was deemed by the City of Johns Creek to be the most advantageous per the scope of services dated August 24, 2021.

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

1.0 Definition

As used in this Agreement, the following terms shall have the meanings ascribed herein unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words shall have a meaning parallel thereto.

- **City:** The City of Johns Creek.
- **Contractor:** The individual or corporation identified on page 1 to labor, materials, and equipment to perform pipe lining construction services.
- **Contract Documents:** Those documents so identified in the Agreement for the Project, including all associated documents. All terms defined in the General Conditions of the Agreement for professional services of the Project shall have the same meaning when used in this Agreement unless otherwise

specifically stated or in the case of a conflict in which case the definition used in this Agreement shall prevail in the interpretation of this Agreement.

- **Contract Sum:** The total amount payable by City to Contractor for performance of the Work in accordance with the Contract Documents.
- **Contract Time:** The number of days allotted in the Contract Documents for achieving Substantial Completion of the Work.
- **Professional Services:** The services, labor, materials, supplies, work, administration, if applicable, and all other acts, duties, and services required of Contractor under this Agreement together and any awarded project Task Order's with such other services as City may require pursuant to the terms of this Agreement.
- **Project Manager:** The person employed by City and designated to act as the City's representative for the Project.
- **Scope of Services:** That work as defined and identified with a time schedule in Exhibit A (Scope of Services) attached hereto and incorporated herein.

2.0 Key Personnel

The City of Johns Creek is entering into this Agreement and has relied upon Contractor's providing the services of the Key Personnel, if any, identified as such in the body of the Agreement. No Key Personnel may be replaced or transferred without the prior approval of the City's authorized representative. Any Contractor personnel to whom the City objects shall be removed from City work immediately. The City maintains the right to approve in its sole discretion all personnel assigned to the work under this Agreement.

3.0 Compensation

3.1 Pricing: The Contractor will be paid for the goods and services sold pursuant to the Contract in accordance with the RFP and final pricing documents as incorporated into the terms of the Contract. Unless clearly stated otherwise in the Standard Contract, all prices are firm and fixed and are not subject to variation. Prices include, but are not limited to, freight, insurance, fuel surcharges, and customs duties. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as Exhibit B and incorporated herein, shall be firm throughout the term of this Contract.

3.2 Billings: If applicable, and unless the RFP provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any goods or services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under the Contract. Standard payment terms: Net-30.

3.3 Delay of Payment Due to Contractor's Failure: If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.



AGENDA ITEM

County Attorney

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 326/2022

SUBJECT: Approval and authorization for the Chairman to execute a resolution regarding the purchase of the Georgia Department of Agriculture Building located at 1195 Jesse Jewell Parkway, Gainesville, GA, and authorize the Chairman to execute any necessary documents, subject to the review and approval by the County Attorney.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: WJLIDCA

Recommendation:
Approval of Resolution

Purpose of Request:

To approve the Resolution authorizing the purchase of the Georgia Department of Agriculture Building located at 1195 Jesse Jewell Parkway, Gainesville, Georgia and authorize the Chairman to sign all necessary documents subject to review and approval of the County Attorney.

History:

The Department of Agriculture operated in the building previously but has put the property on surplus and agreed to sell it to Hall County, Georgia for the MAI appraised value of the property and improvements thereon.

Facts and Issues:

The real estate in question consists of a 0.959 acre tract of land with improvements thereon. The County had the property appraised by a MAI certified appraiser on May 10, 2022, and the State of Georgia has agreed to sell the property to the County for the appraised amount as determined by the May 10, 2022 appraisal.

Options:

Approve or deny the Resolution

Funding Requested

\$ 600,000.00

Are funds within current budget?

No

Source of Funds

Capital Projects Fund

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

2022-06-22

Approvals:

Submit	Budget	Finance	Attorney
WLI	TS	WG	WLI
Administration		Clerk	
JR		JR	

Attachments:

Financial Supplement

Resolution Regarding Purchase of Real Estate



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 326/2022

Funds Requested: \$ 600,000.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects Fund

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	005 - CAPITAL PROJECTS	501 - ADMINISTRATION - CAP PROJECTS	6002 - BUILDINGS	\$600,000.00

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2023	005 - CAPITAL PROJECTS	501 - ADMINISTRATION - CAP PROJECTS	6002 - BUILDINGS	\$600,000.00
2023	005 - CAPITAL PROJECTS	TBD	3950 - PRIOR YEAR RESERVES	\$600,000.00

Additional Information/Comments:

We will make this budget adjustment in period 2 (August) of FY 2023 as no budget adjustments are processed the first full month of the fiscal year. We will also look to see if any general fund transfers may be needed to true-up the budget for this purchase in FY 2023. The \$ 600K purchase price is the recommended amount for purchase per the appraisal that was completed.

Contact for Questions: WJLIoMN

Phone: (770) 297-2686

STATE OF GEORGIA

COUNTY OF HALL

RESOLUTION REGARDING PURCHASE OF REAL ESTATE

WHEREAS, the Official Code of Georgia Annotated § 36-9-2 and Hall County Code Section 200-20-015 provide the Hall County Board of Commissioners with the authority to govern and control all property belonging to the County; and

WHEREAS, The Georgia Department of Agriculture (the “State of Georgia”) currently is in possession of a 0.959 acre parcel of improved real estate located in Land Lot 166, 9th Land District, Tax Identification Number 01125 002002, with the address of 1195 Jesse Jewell Parkway, Gainesville, Hall County, Georgia 30504 (the “Property”); and

WHEREAS, The State of Georgia, through the State Properties Commission, recently advertised its intent to sell the Property through its normal processes; and

WHEREAS, the Hall County Board of Commissioners has expressed the intention of purchasing said Property from the State of Georgia; and

WHEREAS, the Hall County Board of Commissioners has determined that the Property can be of beneficial use to the County government if purchased from the State of Georgia; and

WHEREAS, pursuant to a request from the State Properties Commission, the County had the property appraised by an MAI certified appraiser on May 10, 2022; and

WHEREAS, the State of Georgia has expressed its intention to sell the Property to Hall County, Georgia for the appraised value of the Property as appraised on May 10, 2022 by the MAI certified appraiser; and

WHEREAS, the Hall County Board of Commissioners wishes to express its intention to purchase the Property from the State of Georgia for the appraised value of the Property as appraised on May 10, 2022 by the MAI certified appraiser; and

WHEREAS, the Hall County Board of Commissioners deems that the purchase of the Property from the State of Georgia would be in the best interests of the residents of Hall County.

NOW THEREFORE, the Hall County Board of Commissioners hereby approves the purchase of the Property from the State of Georgia for the appraised value of the Property as appraised on May 10, 2022 by the MAI certified appraiser and authorizes the Chairman to sign all documents necessary to effect the purchase, subject to the review and approval of the County Attorney.

SO RESOLVED this the _____ day of _____, 2022.

HALL COUNTY BOARD OF COMMISSIONERS

Chairman, Richard Higgins

ATTEST:

Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

Van Stephens, County Attorney



AGENDA ITEM

Financial Services

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 293/2022

SUBJECT: Approve the Fiscal Year 2023 Budget Resolutions: 1) Fiscal Year 2023 Budget Resolution 2) Victim Witness Program

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: WG
Recommendation: Approve

Purpose of Request: Approve the Fiscal Year 2023 Budget Resolutions: 1) Fiscal Year 2023 Budget Resolution 2) Victim Witness Program

History: A balanced budget is recommended and adopted before the beginning of each fiscal year.

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2022-06-22

Approvals:

Submit	Budget	Finance	Attorney
TS	TS	WG	WLI
Administration		Clerk	
LJ		JR	

Attachments:

FY 2023 Budget Resolution

FY 2023 Victim Witness Resolution

HALL COUNTY FISCAL YEAR 2023 BUDGET RESOLUTION

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2023 BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2023, FOR EACH FUND OF HALL COUNTY, APPROPRIATING THE AMOUNTS SHOWN IN THE FOLLOWING SCHEDULES FOR THE VARIOUS FUNDS AND DEPARTMENTS; ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES BASED ON THE ESTIMATED 2022 TAX DIGEST AND AFFIRMING THAT EXPENDITURES IN EACH DEPARTMENT MAY NOT EXCEED APPROPRIATIONS, AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES:

WHEREAS, the Hall County Board of Commissioners ("Board") is the governing authority of said County; and

WHEREAS, the Board has been presented a Proposed Budget which is the County's financial plan for said fiscal year and includes all projected revenues and allowable expenditures; and

WHEREAS, an advertised public hearing has been held on the 2023 Proposed Budget, as required by State and Local Laws and regulations; and

WHEREAS, the Board resolves that the Proposed 2023 Budget shall in all cases apply to and control the financial affairs of County departments and all other agencies subject to the budgetary and fiscal control of the governing authority; and

WHEREAS, each of the Funds has a balanced budget, such that anticipated funding sources equal proposed expenditures; and

NOW, THEREFORE, BE IT RESOLVED that this 2023 Budget is hereby adopted specifying the anticipated funding sources for each Fund and making appropriations for proposed expenditures to the departments or organizational units named in each fund.

BE IT FURTHER RESOLVED that expenditures of any Operating Budget Fund or Capital Budget Fund shall not exceed the appropriations authorized by this budget and amendments thereto or actual funding sources, whichever is less.

BE IT FURTHER RESOLVED that all expenditures of any Operating Budget Fund or Capital Budget Fund are subject to the policies as established by the Board of Commissioners and the County Administrator; and

BE IT FURTHER RESOLVED that certain Capital Project Budgets are adopted as specified herein, as multiple-year project budgets as provided for in O.C.G.A. § 36-81-3(b)(2); and

BE IT FURTHER RESOLVED that Direct and Indirect Cost Allocations and Contributions as appropriated in any Fund within the various accounts of a Department or Agency are restricted for the express purpose as designated; and

BE IT FURTHER RESOLVED that transfers of appropriations in any Fund among the various accounts within a Department or Agency shall require only the approval of the Director of Financial Services so long as the total budget for each Department or Agency is not increased.

BE IT FURTHER RESOLVED that the 2023 Budget shall be amended so as to adapt to changing governmental needs during the fiscal year as follows: Any increase in appropriations in any Fund for a Department or Agency, whether through a change in anticipated revenues in any Fund or through a

transfer of appropriations among Departments or Agencies, shall require the approval of the Board of Commissioners, except in the following cases where authority is granted to:

1. The Director of Financial Services to:

- a. Allocate funds to appropriate Departments from insurance proceeds for the replacement or repair of damaged equipment items;
- b. Allocate funds from the established Capital Trials Reserve to appropriate Departments within the Judicial System for Capital Cases;
- c. Allocate funds from the established Elections Reserve to appropriate Departments for unexpected election expenses;
- d. Authorize preparation and submission of applications for grant funding; however, acceptance of all grant awards is subject to the approval of the Board of Commissioners;
- e. Adjust revenue and appropriation budgets between capital projects as necessary to incorporate grant awards approved by the Board;
- f. Approve transfers of appropriations within capital projects and allocate funds previously approved, or, as appropriate, transfer appropriations among fiscal years for projects as necessary to allow completion of each project and cover existing obligations/expenses in accordance with the intent and actions of the Board; however, in no case shall appropriations exceed actual available funding sources;
- g. Adjust revenue and appropriation budgets to incorporate collected revenue at the capital fund contingency project level and project specific levels in accordance with the intent and actions of the Board; however, in no case shall appropriations exceed actual available funding sources;
- h. Allocate allowable costs of services provided by a governmental unit on a centralized basis to its Departments and Agencies as defined by the Hall County Cost Allocation Plan;
- i. Allocate funds from Non-Departmental Operating Contingencies for amounts up to \$50,000 in accordance with the intent and actions of the Board of Commissioners; however, in no case shall appropriations exceed actual available funding sources; allocate funds from established reserves for leave balances at retirement, salary adjustments and reclassification to Department and Agency as necessary to provide funding for compensation actions, reductions in force and retirement incentives; transfer funds resulting from salary savings or transfer balances resulting from under expenditures in operating accounts to Non-Departmental reserves to fund accrued liabilities and expend funds within Non-Departmental reserve to reduce said accrued liabilities.

2. The County Administrator to:

- a. Allocate funds from Non-Departmental Operating Contingencies for amounts over \$50,000 in accordance with the intent and actions of the Board of Commissioners; however, in no case shall appropriations exceed actual available funding sources;
- b. Transfer funds from Department or Agency budgets to Contribution to Capital Projects for amounts up to \$50,000;
- c. Transfer funds within a capital fund from fund or program contingencies and/or savings in existing projects to establish new projects for amounts up to \$100,000;
- d. Transfer funds to establish new projects related to economic development within a capital fund from fund or program contingencies and/or savings in existing projects;
- e. Approve additional appropriations for and / or transfers within capital projects and / or operational needs as it relates to items approved for funding within The American Rescue Plan federal allocation for Hall County Government.

- f. Allocate funds from Non-Departmental Contingencies to Department or Agency budgets to provide funding for approved compensation actions;
- g. Reallocate funding among projects approved by the Board as allowed by authorizing documents.

BE IT FURTHER RESOLVED that such amendments shall be recognized as approved changes to this resolution in accordance with O.C.G.A. 36-81-3. These authorities for transfers of appropriations shall not be used as an alternative to the normal budget process and are intended to be used only when necessary to facilitate the orderly management of projects and/or programs; transfers approved under these authorities may not be used to change the approved scope or the objective of any capital project.

BE IT FURTHER RESOLVED that the 2023 Budget contains 1,816.5 authorized positions. The Board shall approve increases in authorized positions. Vacant authorized positions may be reallocated within the same department or reassigned to another department and filled authorized positions may be reassigned at the same grade level between departments with the authorization of the County Administrator. The following compensation policies remain in effect for the 2023 Budget:

1. All vacant authorized positions require the approval of the Human Resources Director and Financial Services Director to recruit and hire;
2. County's Retirement Contributions of 2% to the 401A shall be included and up to an additional 6% match to the 401A account depending upon the employee's participation in the 457 account;
3. BE IT FURTHER RESOLVED that the Board authorizes and directs any and all actions necessary to amend the County's Retirement Plan documents to appropriately reflect the contributions as stated above in item 2; and to modify the auto escalation increase as stated in the 457 plan documents;
4. BE IT FURTHER RESOLVED that the Board shall, for the current budget year reserve a portion of the General Fund and the Special Revenue Funds' Fund Balance at a level equal to the accrued vacation liabilities of the County.
5. BE IT FURTHER RESOLVED that the Board has authorized a \$ 5,000 supplement for each employee affected by the increase in salary for Superior Court Judges effective April 1, 2022.

BE IT FURTHER RESOLVED that authority and authorization is delegated to the County Administrator and Human Resources Director to review, establish, modify, change, maintain, and implement policies, rules, structure, criteria, etc. to benefit plans, which shall include, but is not limited to, health premiums and retiree contributions for staff (both active and retiree status) and Board of Commissioners.

BE IT FURTHER RESOLVED that the Board shall maintain the General Fund, Fire Services Fund, Emergency Services Fund, Development Services Fund, and Parks & Leisure Services Fund; unreserved, undesignated fund balance at a level of at least fifteen to twenty-five percent and/or three months of the operating expenditures of each of the respective funds. The level of unreserved, undesignated fund balance in each fund will be reviewed by the Administrative Staff annually to ensure the appropriateness of reserve amounts and may be changed by the Board of Commissioners by written Resolution. Excess funds in the fund balance above the noted threshold may, with the approval of the Board, be transferred to the Capital Projects Fund to fund capital projects, or appropriated for other non-recurring purposes.

BE IT FURTHER RESOLVED that budgets for all Operating Funds of the County are presented as Operating Budgets and/or funds expected to be expended during the current fiscal year. These budgets are the maintenance and operations of each of the Departments and Agencies within those funds.

BE IT FURTHER RESOLVED that the Board is adopting a Fiscal Year 2023 Capital Budget and five year Capital Improvement Plan with a total project length budget (see attached schedule.) There are separate funds maintaining line item budgets for Capital Outlay, representing large asset purchases that have a useful life of two (2) years or more and a value of greater than \$5,000. The various Capital Budgets represent the expected fiscal year 2023 expenditures and five subsequent fiscal years for the projects approved by the Board of Commissioners and/or voter referendum.

HALL COUNTY BOARD OF COMMISSIONERS

Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner – District 3

Commissioner – District 4

Date

Attest:

County Clerk

(Seal)

Approved as to form:

Hall County Attorney

**FISCAL YEAR 2023 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

GENERAL FUND

Revenues:

Taxes/Commissions/Penalties/Int.	\$ 107,852,018
Licenses and permits	3,823,205
Intergovernmental	1,352,248
Fines and forfeitures	4,581,822
Charges for services	6,568,430
Miscellaneous	152,506
Operating Transfer In	318,750
Subtotal Revenues	124,648,979
Use of Assigned Fund Balance - Compensation Study	3,000,000
TOTAL REVENUES GENERAL FUND	\$ 127,648,979

Appropriations:

Administration	\$ 2,043,624
Financial Services	2,382,574
Human Resources	989,369
MIS	3,396,088
Building Inspection	1,119,489
Business License	270,109
Tax Assessor	2,883,633
Animal Control	2,200,556
AGRI Center	337,220
Legal Services	1,064,222
Corrections	7,826,586
Sheriff	48,355,583
Coroner	442,816
Solicitor	2,112,030
Superior Court	4,696,031
State Court	2,014,787
Clerk of Court	3,448,530
BOE Appeals	99,707
Probate Court	1,109,244
Juvenile Court	2,501,092
District Attorney	2,589,069
Magistrate Court	1,548,815
Court Administration	3,714,168
Public Defender	1,890,097
Soil Conservation Service	151,254
County Agent	302,969
Elections	2,253,565
Tax Commissioner	3,169,976
Construction Management	570,843

Agencies:

Health Department	\$ 872,146
Hall County Library System	2,909,350
Community Service Center	998,325
Legacy Link	12,450
Lake Lanier Association	60,000
Avita Community Partners	60,000
Hall-Dawson CASA	53,250
Soil Conservation	8,000
Gateway House	36,350
Edmondson-Telford	28,500

**FISCAL YEAR 2023 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

Lake Lanier CVB		240,000
Greater Hall Chamber of Commerce		165,000
<u>GENERAL FUND (cont.)</u>		
Georgia Mountains Regional Commission		181,404
Rape Response		8,000
Forest Service		9,697
Cime Business Incubator		50,000
Supporting Adoption and Foster Families Together		46,000
Family Ties - Gainesville		7,000
Department of Family and Children Services		170,000
Total:		5,915,472
Non Departmental:		
Indigent Defense		1,871,398
Pauper Burial		75,000
Retiree Health Insurance (County Share)		1,800,000
OPEB Trust Contribution		1,600,000
Contingency - Compensation Study (Pay Scale) Adjustment		3,536,202
Enhanced 911 Communications Supplement		899,201
Allen Creek Soccer Complex Supplement		-
Hall County Parks and Marina Fund Supplement		-
Development Services Fund Supplement		1,998,811
Parks and Leisure Fund Supplement		159,493
Emergency Services Fund Supplement		370,626
Contribution to the Capital Projects Fund		1,500,000
Debt Service		168,500
Other General Service Items		2,270,230
Total:		16,249,461
TOTAL APPROPRIATIONS GENERAL FUND		\$ 127,648,979

FIRE SERVICES FUND

Revenues:		
Property Taxes		\$ 28,942,018
Other Taxes		6,718,098
Charges for Services		191,240
Intergovernmental		10,000
Miscellaneous		15,000
TOTAL REVENUES FIRE FUND		\$ 35,876,356
Appropriations:		
Operations		\$ 35,876,356
TOTAL APPROPRIATIONS FIRE FUND		\$ 35,876,356

EMERGENCY SERVICES FUND

Revenues:		
Property Taxes		\$ 7,053,835
Other Taxes		50,370
Charges for Services		5,492,426
Miscellaneous		6,600
Operating Transfer In (General Fund Supplement)		370,626
TOTAL REVENUES EMERGENCY SERVICES FUND		\$ 12,973,857

**FISCAL YEAR 2023 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

Appropriations:		
Operations		\$ 12,973,857
TOTAL APPROPRIATIONS EMERGENCY SERVICES FUND		<u>\$ 12,973,857</u>

DEVELOPMENT SERVICES FUND

Revenues:		
Property Taxes		\$ 7,100,488
Other Taxes		58,170
Licenses and Permits		150,000
Charges for Services		10,072
Intergovernmental		466,400
Miscellaneous		14,440
Operating Transfer In (General Fund Supplement)		1,998,811
TOTAL REVENUES DEVELOPMENT SERVICES FUND		<u>\$ 9,798,381</u>

Appropriations:		
Operations		\$ 9,798,381
TOTAL APPROPRIATIONS DEVELOPMENT SERVICES FUND		<u>\$ 9,798,381</u>

PARKS & LEISURE SERVICES FUND

Revenues:		
Property Taxes		\$ 3,481,020
Other Taxes		21,990
Charges for Services		643,351
Miscellaneous		67,610
Operating Transfer In (General Fund Supplement)		159,493
TOTAL REVENUES PARKS & LEISURE FUND		<u>\$ 4,373,464</u>

Appropriations:		
Operations		\$ 4,373,464
TOTAL APPROPRIATIONS PARKS & LEISURE FUND		<u>\$ 4,373,464</u>

E911 FUND

Revenues:		
Charges for Services		\$ 4,214,752
Miscellaneous		81,233
Operating Transfer In (General Fund Supplement)		899,201
TOTAL REVENUES E911 FUND		<u>\$ 5,195,186</u>

Appropriations:		
Operations		\$ 5,195,186
TOTAL APPROPRIATIONS E911 FUND		<u>\$ 5,195,186</u>

**FISCAL YEAR 2023 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

PARKS MARINA FUND

Revenues:

Charges for Services	\$ 825,553
Miscellaneous	11,700
TOTAL REVENUES PARK & MARINA FUND	<u>\$ 837,253</u>

Appropriations:

Operations	\$ 837,253
TOTAL APPROPRIATIONS PARK & MARINA FUND	<u>\$ 837,253</u>

GRANT FUND

Revenues:

Intergovernmental	\$ 11,766,081
Miscellaneous	2,107
TOTAL REVENUES GRANT FUND	<u>\$ 11,768,188</u>

Appropriations:

Miscellaneous Grant Programs	\$ 11,768,188
TOTAL APPROPRIATIONS GRANT FUND	<u>\$ 11,768,188</u>

AMERICAN RESCUE PLAN FUND

Revenues:

Intergovernmental	\$ 12,613,880
TOTAL REVENUES AMERICAN RESCUE PLAN FUND	<u>\$ 12,613,880</u>

Appropriations:

Miscellaneous Programs and Projects - American Rescue Plan	\$ 12,613,880
TOTAL APPROPRIATIONS AMERICAN RESCUE PLAN FUND	<u>\$ 12,613,880</u>

STREET LIGHTING DISTRICTS FUND

Revenues:

Charges for Services	\$ 1,205,000
Miscellaneous	9,000
TOTAL REVENUES STREET LIGHTING DISTRICTS FUND	<u>\$ 1,214,000</u>

Appropriations:

Operations	\$ 1,214,000
TOTAL APPROPRIATIONS STREET LIGHTING DISTRICTS FUND	<u>\$ 1,214,000</u>

**FISCAL YEAR 2023 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

RESTRICTED PROGRAMS FUND

Revenues:		
Intergovernmental	\$	1,453,973
Fines and Forfeitures		660,528
Charges for Services		1,382,899
Miscellaneous		10,000
Prior year reserves		1,702,968
TOTAL REVENUES RESTRICTED PROGRAMS FUND	\$	<u>5,210,368</u>

Appropriations:		
Operations	\$	5,210,368
TOTAL APPROPRIATIONS RESTRICTED PROGRAMS FUND	\$	<u>5,210,368</u>

LAW LIBRARY FUND

Revenues:		
Fines and Forfeitures	\$	148,584
TOTAL REVENUES LAW LIBRARY FUND	\$	<u>148,584</u>

Appropriations:		
Operations	\$	148,584
TOTAL APPROPRIATIONS LAW LIBRARY FUND	\$	<u>148,584</u>

RISK MANAGEMENT FUND

Revenues:		
Charges for Services	\$	3,463,767
TOTAL REVENUES RISK MANAGEMENT FUND	\$	<u>3,463,767</u>

Appropriations:		
Operations	\$	3,463,767
TOTAL APPROPRIATIONS RISK MANAGEMENT FUND	\$	<u>3,463,767</u>

GROUP INSURANCE FUND

Revenues:		
Charges for Services	\$	23,734,680
Insurance Premiums - employees and retirees		4,147,833
TOTAL REVENUES GROUP INSURANCE FUND	\$	<u>27,882,513</u>

Appropriations:		
Employee Services, Claims, and Operations	\$	27,882,513
TOTAL APPROPRIATIONS GROUP INSURANCE FUND	\$	<u>27,882,513</u>

**FISCAL YEAR 2023 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

FLEET MAINTENANCE FUND

Revenues:

Charges for Services	\$ 2,198,594
TOTAL REVENUES FLEET MAINTENANCE FUND	<u>\$ 2,198,594</u>

Appropriations:

Operations	\$ 2,198,594
TOTAL APPROPRIATIONS FLEET MAINTENANCE FUND	<u>\$ 2,198,594</u>

LANDFILL ENTERPRISE FUND

Revenues:

Assessment Fees	\$ 3,673,225
Charges for Services	9,265,913
Miscellaneous	32,000
Prior year reserves	3,789,851
TOTAL REVENUES LANDFILL ENTERPRISE FUND	<u>\$ 16,760,989</u>

Appropriations:

Operations	\$ 16,760,989
TOTAL APPROPRIATIONS LANDFILL ENTERPRISE FUND	<u>\$ 16,760,989</u>

WATER AND SEWER ENTERPRISE FUND

Revenues:

Charges for Services	\$ 4,830,447
Prior year reserves	4,817,503
Miscellaneous	1,000
Operating Transfer In (SPLOST)	2,103,321
TOTAL REVENUES WATER AND SEWER ENTERPRISE FUND	<u>\$ 11,752,271</u>

Appropriations:

Sewer/Wastewater Operations	\$ 11,752,271
TOTAL APPROPRIATIONS WATER AND SEWER ENTERPRISE FUND	<u>\$ 11,752,271</u>

CAPITAL PROJECTS FUND

Revenues:

Capital Contributions - Other Funds	\$ 4,186,893
Prior year reserves	15,240,812
TOTAL REVENUES CAPITAL PROJECTS FUND	<u>\$ 19,427,705</u>

Appropriations:

Capital Programs	\$ 19,427,705
TOTAL APPROPRIATIONS CAPITAL PROJECTS FUND	<u>\$ 19,427,705</u>

STATE ROADS FUND

Revenues:

Intergovernmental	\$ 3,596,432
TOTAL REVENUES STATE ROADS	<u>\$ 3,596,432</u>

Appropriations:

**FISCAL YEAR 2023 BUDGET RESOLUTION
BUDGET SUMMARY
HALL COUNTY, GEORGIA**

Roads and Related Improvements	\$ 3,596,432
TOTAL APPROPRIATIONS STATE ROADS	\$ 3,596,432

IMPACT FEES FUND

Revenues:	
Licenses and permits	\$ 1,516,228
Prior year reserves	1,577,628
TOTAL REVENUES IMPACT FEES	\$ 3,093,856

Appropriations:	
Parks, Library, Fire, Public Safety, and Sheriff Patrol	\$ 3,093,856
TOTAL APPROPRIATIONS IMPACT FEES	\$ 3,093,856

SPLOST VI FUND

Revenues:	
Funds Carried Forward	\$ 442,501
TOTAL REVENUES SPLOST VI	\$ 442,501

Appropriations:	
Roads, Parks, Public Safety, Sewer, Buildings, Municipalities, etc.	\$ 442,501
TOTAL APPROPRIATIONS SPLOST VI	\$ 442,501

SPLOST VII FUND

Revenues:	
Funds Carried Forward	\$ 11,876,287
TOTAL REVENUES SPLOST VII	\$ 11,876,287

Appropriations:	
Roads, Parks, Public Safety, Sewer, Buildings, Municipalities, etc.	\$ 11,876,287
TOTAL APPROPRIATIONS SPLOST VII	\$ 11,876,287

SPLOST VIII FUND

Revenues:	
Taxes	\$ 40,238,040
Funds Carried Forward	\$ 11,553,593
TOTAL REVENUES SPLOST VIII	\$ 51,791,633

Appropriations:	
Roads, Parks, Public Safety, Sewer, Buildings, Municipalities, etc.	\$ 51,791,633
TOTAL APPROPRIATIONS SPLOST VIII	\$ 51,791,633

TOTAL COUNTY-WIDE OPERATING AND CAPITAL BUDGET	\$ 379,945,044
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**FISCAL YEAR 2023 BUDGET RESOLUTION
(FISCAL YEAR 2024-2028 CAPITAL IMPROVEMENT PLAN)
HALL COUNTY, GEORGIA**

CAPITAL PROJECTS FUND

Revenues:	
Capital Contributions from Operating Funds	\$ 32,708,753
Prior Year Reserves	39,977,364
TOTAL REVENUES - CAPITAL PROJECTS FUND	<u>\$ 72,686,117</u>
Appropriations:	
Construction / Equipment and Related Costs	\$ 72,686,117
TOTAL APPROPRIATIONS - CAPITAL PROJECTS FUND	<u>\$ 72,686,117</u>

SEWER FUND

Revenues:	
Prior Year Reserves	\$ 20,796,176
Ordinary Revenues - Sewer Fund	20,716,216
TOTAL REVENUES - SEWER FUND	<u>\$ 41,512,392</u>
Appropriations:	
Sewer Infrastructure Improvements	\$ 41,512,392
TOTAL APPROPRIATIONS - SEWER FUND	<u>\$ 41,512,392</u>

LANDFILL FUND

Revenues:	
Prior Year Reserves	\$ 11,354,200
Ordinary Revenues - Landfill Fund	11,354,200
TOTAL REVENUES - LANDFILL FUND	<u>\$ 22,708,400</u>
Appropriations:	
Heavy Equipment and Vehicles	\$ 22,708,400
TOTAL APPROPRIATIONS - LANDFILL FUND	<u>\$ 22,708,400</u>

SPLOST VII FUND

Revenues:	
Prior Year Reserves	\$ 6,081,926
TOTAL REVENUES - SPLOST VII	<u>\$ 6,081,926</u>
Appropriations:	
Roads and related improvements, Parks, Water and Sewer, Buildings, Heavy Equipment, Vehicles, etc.	\$ 6,081,926
TOTAL APPROPRIATIONS - SPLOST VII	<u>\$ 6,081,926</u>

**FISCAL YEAR 2023 BUDGET RESOLUTION
(FISCAL YEAR 2024-2028 CAPITAL IMPROVEMENT PLAN)
HALL COUNTY, GEORGIA**

SPLOST VIII FUND

Revenues:

Taxes	\$ 128,780,908
TOTAL REVENUES - SPLOST VIII	\$ 128,780,908

Appropriations:

Roads and related improvements, Parks, Water and Sewer, Buildings, Heavy Equipment, Vehicles, Municipalities, etc.	\$ 128,780,908
TOTAL APPROPRIATIONS - SPLOST VIII	\$ 128,780,908

GRANT / AMERICAN RESCUE PLAN / RESTRICTED FUNDS

Revenues:

Intergovernmental	\$ 16,355,153
TOTAL REVENUES - IMPACT FEES	\$ 16,355,153

Appropriations:

Park Enhancements / Additions / American Rescue Plan CIP Projects	\$ 16,355,153
TOTAL APPROPRIATIONS - IMPACT FEES	\$ 16,355,153

OTHER CAPITAL FUNDING SOURCES

Revenues:

Other Capital Funding Sources	\$ 65,944,607
TOTAL REVENUES - OTHER CAPITAL FUNDING SOURCES	\$ 65,944,607

Appropriations:

Roads and related improvements, Parks, Public Safety Apparatus, Water and Sewer, Buildings, Heavy Equipment, Vehicles, etc.	\$ 65,944,607
TOTAL APPROPRIATIONS - OTHER CAPITAL FUNDING SOURCES	\$ 65,944,607

TOTAL PROPOSED BUDGET - FY 2024-2028 CAPITAL IMPROVEMENT PLAN	\$ 354,069,503
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HALL COUNTY FISCAL YEAR 2023 VICTIM WITNESS PROGRAM

BUDGET RESOLUTION

WHEREAS, the State Legislature of Georgia has established via O.C.G.A., Chapter 21, Article 8, Sections 15-21-130 through 15-21-134, funding for local victim witness assistance programs for the citizens of Hall County; and

WHEREAS, Hall County has imposed and collected an additional penalty sum of 5 percent of the original fine for any criminal offense or any criminal ordinance violation; and

WHEREAS, the Hall County Financial Services Department has maintained these funds in a special revenue fund, segregating them, as required, from the County’s general operating revenues; and

WHEREAS, the State has designated the Criminal Justice Coordinating Council its body to promulgate rules governing the approval of victim witness assistance programs, and having approved the programs of the Hall County Solicitor, Gateway Domestic Violence, My Sister’s Place, Georgia Legal Aid – Gainesville, and Children’s Center for Hope and Healing; and

WHEREAS, the each of the aforementioned programs has petitioned the Hall County Board of Commissioners for this limited funding in Fiscal Year 2023.

NOW THEREFORE BE IT RESOLVED, the Hall County Board of Commissioners, in its process of reviewing and approving the Fiscal Year 2023 Budget, establishes the following funding levels for each of the victim witness programs from the local victim witness funds held or to be collected by the County for Fiscal Year 2023.

<u>Victim Witness Program</u>	<u>FY 2023 Funding</u>
Hall County Solicitor	\$ 254,024
Children’s Center for Hope and Healing	<u>12,000</u>
Total Victim Witness Program Funding	<u>\$ 266,024</u>

This _____ day of _____, 2022

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman

By: _____
Commissioner – District 1

By: _____
Commissioner – District 2

By: _____
Commissioner – District 3

By: _____
Commissioner – District 4

ATTEST:

Commission Clerk
Hall County Board of Commissioners



AGENDA ITEM

Financial Services

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 294/2022

SUBJECT: Approve the Tax Levy Resolution setting the millage rates for 2022.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: WG
Recommendation:
 Approve

Purpose of Request:
 Approve the Tax Levy Resolution setting the millage rates for 2022.

History:
 A tax levy resolution must be approved by the Board of Commissioners each year to levy and collect property taxes within Hall County.

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2022-06-22

Approvals:

Submit	Budget	Finance	Attorney
TS	TS	WG	WLI
Administration		Clerk	
LJ		JR	

Attachments:

Millage Rate Resolutions - 2022 - Hall Co Districts

Millage Rate Rollback Final Digest

**TAX RESOLUTION
PART I OF VI PARTS
TAX LEVY FOR
COUNTY UNINCORPORATED and INCORPORATED AREAS OF
BRASELTON, BUFORD, CLERMONT, FLOWERY BRANCH, GAINESVILLE,
GILLSVILLE, LULA AND OAKWOOD
COUNTY MAINTENANCE AND OPERATION
2022**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA, and it is hereby ordered by same that there is hereby levied on all property in Hall County, for General County Maintenance and Operation subject to taxation, an ad valorem tax for the year 2022 for the following purposes and in the specified amounts, the same being levied as provided by law:

<u>ITEM</u>	<u>PER \$1,000</u>	<u>PER \$100</u>	<u>TO YIELD</u>
To pay expenses of administration, maintenance and operation of Hall County General Government, as provided by law, based on County Unincorporated and Incorporated Areas of Braselton, Buford, Clermont, Flowery Branch, Gainesville, Gillsville, Lula and Oakwood tax valuation of 11,924,365,251	4.141	0.4141	\$49,378,797

This ____ day of _____, 2022.

HALL COUNTY BOARD OF COMMISSIONERS

By _____
Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner - District 3

Commissioner – District 4

Commission Clerk

**TAX RESOLUTION
PART II OF VI PARTS
TAX LEVY FOR
UNINCORPORATED HALL COUNTY FIRE DISTRICT
2022**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA, and it is hereby ordered by same that there is hereby levied on all property in the Unincorporated area of Hall County Fire District subject to taxation, an ad valorem tax for the year 2022 for the following purposes and in the specified amounts, the same being levied as provided by law:

<u>ITEM</u>	<u>PER \$1,000</u>	<u>PER \$100</u>	<u>TO YIELD</u>
To pay expenses of administration, maintenance and operation of Hall County Fire District, as provided by law, based on Unincorporated Area of Fire District tax valuation of 6,770,523,518	2.65	0.265	\$17,941,887

This ____ day of _____, 2022.

HALL COUNTY BOARD OF COMMISSIONERS

By _____
Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner - District 3

Commissioner – District 4

Commission Clerk

**TAX RESOLUTION
PART III OF VI PARTS
TAX LEVY FOR
INCORPORATED HALL COUNTY FIRE DISTRICT
2022**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA, and it is hereby ordered by same that there is hereby levied on all property in the Incorporated area of Hall County Fire District subject to taxation, an ad valorem tax for the year 2022 for the following purposes and in the specified amounts, the same being levied as provided by law:

<u>ITEM</u>	<u>PER \$1,000</u>	<u>PER \$100</u>	<u>TO YIELD</u>
To pay expenses of administration, maintenance and operation of Hall County Fire District, as provided by law, based on Incorporated Area of Fire District tax valuation of 2,397,035,362	4.08	0.408	\$9,779,904

This ____ day of _____, 2022.

HALL COUNTY BOARD OF COMMISSIONERS

By _____
Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner - District 3

Commissioner – District 4

Commission Clerk

**TAX RESOLUTION
PART IV OF VI PARTS
TAX LEVY FOR
COUNTY UNINCORPORATED and INCORPORATED AREAS OF
BRASELTON, BUFORD, CLERMONT, FLOWERY BRANCH, GAINESVILLE,
GILLSVILLE, LULA AND OAKWOOD EMERGENCY SERVICES DISTRICT
2022**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA, and it is hereby ordered by same that there is hereby levied on all property in Hall County Emergency Services District subject to taxation, an ad valorem tax for the year 2022 for the following purposes and in the specified amounts, the same being levied as provided by law:

NET MILLAGE

<u>ITEM</u>	<u>PER \$1,000</u>	<u>PER \$100</u>	<u>TO YIELD</u>
To pay expenses of administration, maintenance and operation of Hall County Emergency Services, as provided by law, based on County Unincorporated and Incorporated Areas of Braselton, Buford, Clermont, Flowery Branch, Gainesville, Gillsville, Lula and Oakwood tax valuation of 11,924,365,251	0.571	0.0571	\$6,808,813

This ____ day of _____, 2022.

HALL COUNTY BOARD OF COMMISSIONERS

By _____
Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner - District 3

Commissioner – District 4

Commission Clerk

**TAX RESOLUTION
PART V OF VI PARTS
TAX LEVY FOR
UNINCORPORATED HALL COUNTY DEVELOPMENT SERVICES DISTRICT
2022**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA, and it is hereby ordered by same that there is hereby levied on all property in the Unincorporated area of Hall County Development Services District subject to taxation, an ad valorem tax for the year 2022 for the following purposes and in the specified amounts, the same being levied as provided by law:

<u>ITEM</u>	<u>PER \$1,000</u>	<u>PER \$100</u>	<u>TO YIELD</u>
To pay expenses of administration, maintenance and operation of Hall County Development Services, as provided by law, based on Unincorporated Area of Development Services tax valuation of 6,770,523,518	1.005	0.1005	\$6,804,376

This ____ day of _____, 2022.

HALL COUNTY BOARD OF COMMISSIONERS

By _____
Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner - District 3

Commissioner – District 4

Commission Clerk

**TAX RESOLUTION
PART VI OF VI PARTS
TAX LEVY FOR
COUNTY UNINCORPORATED and INCORPORATED AREAS OF
BRASELTON, BUFORD, CLERMONT, FLOWERY BRANCH, GILLSVILLE, LULA
AND OAKWOOD PARKS AND LEISURE SERVICES DISTRICT
2022**

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA, and it is hereby ordered by same that there is hereby levied on all property in the Unincorporated area of Hall County and the Incorporated areas of Braselton, Buford, Clermont, Flowery Branch, Gillsville, Lula and Oakwood Parks & Leisure Services District subject to taxation, an ad valorem tax for the year 2022 for the following purposes and in the specified amounts, the same being levied as provided by law:

NET MILLAGE

<u>ITEM</u>	<u>PER \$1,000</u>	<u>PER \$100</u>	<u>TO YIELD</u>
To pay expenses of administration, maintenance and operation of Hall County Parks and Leisure Services, as provided by law, based on County Unincorporated and Incorporated Areas of Braselton, Buford, Clermont, Flowery Branch, Gillsville, Lula and Oakwood tax valuation of 9,167,558,880	0.364	0.0364	\$3,336,991

This ____ day of _____, 2022.

HALL COUNTY BOARD OF COMMISSIONERS

By _____
Chairman

Commissioner – District 1

Commissioner – District 2

Commissioner - District 3

Commissioner – District 4

Commission Clerk

PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2022

COUNTY: **HALL** TAXING JURISDICTION: **HALL COUNTYWIDE**

ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2021 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2022 DIGEST
REAL	9,157,166,471	1,273,400,926	520,523,019	10,951,090,416
PERSONAL	1,508,466,490		209,586,929	1,718,053,419
MOTOR VEHICLES	85,178,090		3,367,940	88,546,030
MOBILE HOMES	24,457,153		4,667,582	29,124,735
TIMBER -100%	325,953		6,118	332,071
HEAVY DUTY EQUIP	310,742		637,289	948,031
GROSS DIGEST	10,775,904,899	1,273,400,926	738,788,877	12,788,094,702
EXEMPTIONS	727,175,693	18,600	136,535,158	863,729,451
NET DIGEST	10,048,729,206	1,273,382,326	602,253,719	11,924,365,251
	(PYD)	(RVA)	(NAG)	(CYD)
2021 MILLAGE RATE:	4.636		2022 MILLAGE RATE:	4.141

CALCULATION OF ROLLBACK RATE

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2021 Net Digest	PYD	10,048,729,206	
Net Value Added-Reassessment of Existing Real Property	RVA	1,273,382,326	
Other Net Changes to Taxable Digest	NAG	602,253,719	
2022 Net Digest	CYD	11,924,365,251	(PYD+RVA+NAG)
2021 Millage Rate	PYM	4.636	PYM
Millage Equivalent of Reassessed Value Added	ME	0.495	(RVA/CYD) * PYM
Rollback Millage Rate for 2022	RR - ROLLBACK RATE	4.141	PYM - ME

CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES

If the 2022 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	4.141
	2022 Millage Rate	4.141
	Percentage Tax Increase	0.00%

CERTIFICATIONS

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2022 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2022 is 4.141

CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2022 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

Responsible Party Title Date



AGENDA ITEM

Financial Services

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 295/2022

SUBJECT: Approve the Fiscal Year 2022 Budget Adjustment Resolution.

Meetings:

Work Session Date: 06/20/22 **Voting Meeting Date:** 06/22/22

Executive Summary:

Presenter: WG

Recommendation:
Approve

Purpose of Request:

Approve the Fiscal Year 2022 Budget Adjustment Resolution.

History:

This resolution is signed each year by the Board of Commissioners in order for Financial Services to properly close out the fiscal year and make any final budget adjustments in accordance with Generally Accepted Accounting Principles (GAAP).

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2022-06-22

Approvals:

Submit	Budget	Finance	Attorney
TS	TS	WG	WLI

Administration	Clerk
LJ	JR

Attachments:

FY 2022 Budget Adjustment Resolution

HALL COUNTY FISCAL YEAR 2021 BUDGET ADJUSTMENT RESOLUTION

WHEREAS, the Hall County Board of Commissioners, has adopted the Fiscal Year 2022 annual budget, the Hall County Board of Commissioners, in its adoption and amending of the annual operating and capital budgets has established the prerequisite sources of funding and the respective levels of funding for the various county departments and agency operations in meeting the short and long-term needs of its citizenry; and

WHEREAS, the fiscal year budgets for Hall County, as adopted and amended, were balanced and remained balanced in lieu of county operations to date; and

WHEREAS, the annual reporting of the County’s operations for the fiscal year require denoting of the original and final amended budget in its annual comprehensive financial report; and

NOW THEREFORE BE IT RESOLVED, that the Hall County Board of Commissioners, with the authority vested within it, herein directs and authorizes the County Administrator and the Financial Services Department to, in accordance with generally accepted accounting principles and the standards of the Governmental Accounting Standards Board,

- 1) appropriate and budget additional funding based on receipts exceeding those previously budgeted; and
- 2) facilitate the appropriation and budgeting of funds to be transferred between funds for the operations of several County functions; and
- 3) facilitate the appropriation and budgeting of funds to be transferred between one or more departments.

Nothing except what is specifically denoted herein will provide for an increase in the budget at the fund-level as adopted or amended by this Commission.

This _____ day of _____, 2022.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____

Chairman

By: _____

Commissioner- District 1

By: _____

Commissioner- District 2

By: _____

Commissioner- District 3

By: _____

Commissioner-District 4

ATTEST:

Commission Clerk

Hall County Board of Commissioners



AGENDA ITEM

Financial Services

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 317/2022

SUBJECT: Approve the renewal of annual contract for IFB #016-41 Office Supplies for various County departments to Staples Contract & Commercial, LLC, of Atlanta, GA. The estimated annual cost is \$150,000.00.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: WG
Recommendation:
 Approve the award to Staples

Purpose of Request:
 To provide a supplier of general office supplies with internet based order processing capabilities.

History:
 Staples has been the vendor for many cycles of this contracted commodity and is in good standing with Hall County.

Facts and Issues:
 This is year three (3) of a possible three (3) year contract.

Options:

Funding Requested	\$ 150,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Purchasing	Budget
CP	CP	AP	TS

Finance	Attorney	Administration	Clerk
WG	WLI	LJ	JR

Attachments:

- Financial Supplement
- 016-41 Contract Execution Signature Request
- 016-41 Contract Renewal Doc



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 317/2022

Funds Requested: \$ 150,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	TBD	TBD	4210 - OFFICE SUPPLIES	\$150,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WG

Phone: 770-535-8270



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Date: 5/31/22

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 016-41

Bid/Contract Name: Office Supplies Annual Contract

Department(s) Requesting Contract: Multiple

Award Recipient Name: Staples Contract & Commercial, LLC

Date of BOC Approval: May 13, 2020

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$144,000


Price Increase Requested Increase Percentage: 1%

Project/Service Contract Awarded Amount: \$0

Product Contract Awarded Amount: \$150,000

Comments: Year three (3) of a possible three (3) year contract.

Reviewed and Approved by:


Andy Penick
Purchasing Manager


Wes Geddings
Financial Services Director

**CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 016-41

Bid/Contract Name: Office Supplies Annual Contract – Vendor requested an overall average price increase of 1%. See attached pricing sheet for details.

IFB #: 016-41

Staples Contract & Commercial, LLC

OFFICE SUPPLIES ANNUAL CONTRACT

			Staples Contract & Commercial, LLC		
			FY22 PRICING	REQUESTED FY23 PRICE REVISIONS	
No.	Item Description	UOM	PRICE	PRICE	% of Change
SAMPLE PRODUCT PRICING					
1	Binder Clips, 1-1/4" Wide, 5/8" Capacity, 12/BX, 144/CS	CS	\$7.43	\$7.43	0%
2	Binder Clips, 3/4" Wide, 3/8" Capacity, 12/BX, 144/CS	CS	\$2.50	\$2.50	0%
3	File Pocket, Smead, Expanding, Legal, 3-1/2" Expansion, Straight Cut Tab, Redrope, 25/BX	BX	\$20.51	\$21.70	6%
4	Folder, File, Manila, Legal Size, 3-Tab, 100/BX	BX	\$11.29	\$11.29	0%
5	Folder, Hanging, Standard Green, Legal Size, 5-Tab, 25/BX	BX	\$9.95	\$9.95	0%
6	Labels, Avery, White Laser Address with Easy Peel, 1-1/3"x4" 1,400/BX	BX	\$16.59	\$16.59	0%
7	Paper Clips, #1 Size, Non-Skid, 100/BX, 1,000/PK	PK	\$1.40	\$1.65	18%
8	Pen, Paper Mate, Stick, Med Point, Black, DZ	DZ	\$1.10	\$1.10	0%
9	Pen, Pilot P-700 Precise Gell Roller, 0.7 mm Fine Point, Red, DZ	DZ	\$7.86	\$7.86	0%
10	Pen, Pilot Precise V5 Premium Rollerball, Extra Fine Point, Blue, DZ	DZ	\$13.35	\$13.35	0%
11	Copier/Printer Paper, 20#, White, 92 Brightness, 8.5"x11", 5,000 Sheets/Case	CS	\$31.25	\$39.99	28%
12	Post-It, 1-1/2"x2", Canary Yellow Notes, 12 Pads/PK	PK	\$1.61	\$2.25	40%
13	Post-It, 3"x3" Canary Yellow, Pop-Up Notes, 12 Pads/PK	PK	\$13.55	\$13.55	0%
14	Staples, Swingline, Standard, 1/4", 5,000/BX	BX	\$2.94	\$0.67	-77%
15	Tape, 3M Scotch, Dispenser Refill, 3/4" x 1,000", 10/PK	PK	\$17.25	\$17.25	0%
AVERAGE % of CHANGE					1%

Supplement Agreement #2

Office Supplies Annual Contract

March 4, 2022

Whereas, the County desires to extend the contract period for a one year period through June 30, 2023, in accordance with the terms and conditions of Bid #016-41, Office Supplies Annual Contract, dated August 17, 2020 and

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

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

1. By extending the contract coverage for a one year period through June 30, 2023,
2. Allow for price adjustments as agreed to and recorded in Attachment A,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

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

Subscribed and sworn to in our presence this _____ day of _____, 2022

Hall County, Georgia


Notary Public
Commission expires: _____

By: _____
Richard Higgins, Chairman
Board of Commissioners

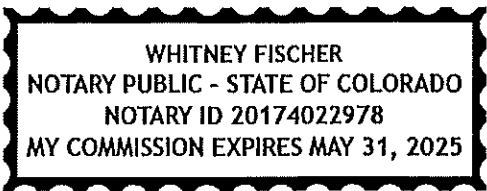
Subscribed and sworn to in our presence this 25 day of May, 2022
Whitney Fischer

Staples Contract & Commercial, LLC

Notary Public
Commission expires: 5/31/2025

By: 

Tammy Kiger
Area Vice President



**CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 016-41

Bid/Contract Name: Office Supplies Annual Contract – Vendor requested an overall average price increase of 1%. See attached pricing sheet for details.

IFB #: 016-41

Staples Contract & Commercial, LLC

OFFICE SUPPLIES ANNUAL CONTRACT

			Staples Contract & Commercial, LLC		
			FY22 PRICING	REQUESTED FY23 PRICE REVISIONS	
No.	Item Description	UOM	PRICE	PRICE	% of Change
SAMPLE PRODUCT PRICING					
1	Binder Clips, 1-1/4" Wide, 5/8" Capacity, 12/BX, 144/CS	CS	\$7.43	\$7.43	0%
2	Binder Clips, 3/4" Wide, 3/8" Capacity, 12/BX, 144/CS	CS	\$2.50	\$2.50	0%
3	File Pocket, Smead, Expanding, Legal, 3-1/2" Expansion, Straight Cut Tab, Redrope, 25/BX	BX	\$20.51	\$21.70	6%
4	Folder, File, Manilla, Legal Size, 3-Tab, 100/BX	BX	\$11.29	\$11.29	0%
5	Folder, Hanging, Standard Green, Legal Size, 5-Tab, 25/BX	BX	\$9.95	\$9.95	0%
6	Labels, Avery, White Laser Address with Easy Peel, 1-1/3"x4" 1,400/BX	BX	\$16.59	\$16.59	0%
7	Paper Clips, #1 Size, Non-Skid, 100/BX, 1,000/PK	PK	\$1.40	\$1.65	18%
8	Pen, Paper Mate, Stick, Med Point, Black, DZ	DZ	\$1.10	\$1.10	0%
9	Pen, Pilot P-700 Precise Gell Roller, 0.7 mm Fine Point, Red, DZ	DZ	\$7.86	\$7.86	0%
10	Pen, Pilot Precise V5 Premium Rollerball, Extra Fine Point, Blue, DZ	DZ	\$13.35	\$13.35	0%
11	Copier/Printer Paper, 20#, White, 92 Brightness, 8.5"x11", 5,000 Sheets/Case	CS	\$31.25	\$39.99	28%
12	Post-It, 1-1/2"x2", Canary Yellow Notes, 12 Pads/PK	PK	\$1.61	\$2.25	40%
13	Post-It, 3"x3" Canary Yellow, Pop-Up Notes, 12 Pads/PK	PK	\$13.55	\$13.55	0%
14	Staples, Swingline, Standard, 1/4", 5,000/BX	BX	\$2.94	\$0.67	-77%
15	Tape, 3M Scotch, Dispenser Refill, 3/4" x 1,000', 10/PK	PK	\$17.25	\$17.25	0%
				AVERAGE % of CHANGE	
				1%	



AGENDA ITEM

Financial Services

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 304/2022

SUBJECT: Approve the award of IFB #009-43 Prescription and Over-the-Counter (OTC) Sundry Drugs Annual Contract for the Jail and Correctional Institution to Riverside Pharmacy, Inc. of Gainesville, GA. The estimated annual cost is \$165,000.00.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: WG

Recommendation:
Approve award to Riverside Pharmacy

Purpose of Request:
To provide for supply and delivery of prescription and over the counter sundry drugs for detainees and inmates at the Jail and Correctional Institution.

History:
Riverside Pharmacy has been the contracted vendor for this service for many contract cycles and is a vendor in good standing with the County

Facts and Issues:

Options:

Funding Requested	\$ 165,000.00
Are funds within current budget?	Yes
Source of Funds	Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Approve	Purchasing
CP	SC	SC	AP

Budget	Finance	Attorney	Administration
TS	WG	WLI	LJ
Clerk			
JR			

Attachments:

Financial Supplement

009-43 Contract

009-43 Bid Tab



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 304/2022

Funds Requested: \$ 165,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	001 - GENERAL	123 - CORRECTIONAL INSTITUTION	4411 - PRISONER MEDICAL CARE	\$15,000.00
2023	001 - GENERAL	141 - SHERIFF - JAIL	4411 - PRISONER MEDICAL CARE	\$150,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WD/CI

Phone:

770-531-6872 / 770-531-6804

Prescription & OTC Sundry Drugs Annual Contract

This agreement, made and entered into this the 23rd day of June, 2022, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and Riverside Pharmacy, Inc., 935 Green Street, Gainesville, GA 30501 (hereafter referred to as "Contractor").

Witnesseth:

Whereas, the County intends to contract to provide for **Prescription & Over the Counter (OTC) Sundry Drugs Annual Contract** per IFB #009-43, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

Hall County's IFB issued on April 7, 2022, the Bidder's response (All originals are on file in the Hall County Purchasing Department, 2875 Browns Bridge Rd, Purchasing division, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference. This contract will become effective upon execution of all documents.

Contractor agrees to furnish Prescription & OTC Sundry Drugs per the Fee & Rate Schedule outlined in Attachment A.

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

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

Subscribed and sworn to in our presence

Hall County, Georgia

this _____ day of _____, 202__

By: _____

By: _____

Richard Higgins, Chairman
Hall County Board of Commissioners

Notary Comm. Exp.

Subscribed and sworn to in our presence

Riverside Pharmacy, Inc.

this 6th day of Jun, 2022

By: Wanda C. Allison

By: [Signature]

Scott Barton
President \ CEO

10-16-2024
Notary Comm. Exp.

Prescription & OTC Sundry Drugs Annual Contract

Attachment A
 Fee and Rate Schedule

ITEM NO	ITEM DESCRIPTION	PRICE
1	Furnish Prescribed Drugs and Medicines at current Redbook Average Wholesale Price (AWP) plus/minus a fixed percentage per prescription	
1a	Redbook AWP (=/-), Brand	-23%
1b	Redbook AWP (=/-), Generic	-77%
2	Blister Packs: Additional Charge to be added per 30 dose card for Items 1a & 1b, above	\$0.00
3	Furnish Non-Prescription Drugs, Medicines, and Sundry Items at price marked/sold to general public minus fixed percentage; Discount Offered	-50%
4	Additional Fees / Exceptions & Variations	
4a	Brand & Generic Drugs that fall below cost based on percentages will be sold at cost plus the following amount	\$3.50
5	Special Pricing for commonly used drugs by prescription, dosage & quantity	
	Acetaminophen, 325 mg, #30	\$0.65
	Amlodipine, 10 mg, #30	\$1.80
	Amlodipine, 5 mg, #30	\$1.80
	Amoxicillin, 875 mg, #30	\$2.75
	Asa, 81 mg E.C., #30	\$0.50
	Atenolol, 50 mg, #30	\$1.75
	Benzotropine, 1 mg, #30	\$2.25
	Chlorpromazine, 100 mg, #30	\$52.80
	Chlorpromazine, 200 mg, #30	\$91.80
	Chlor-Trimeton, 4 mg Generic, #30	\$0.50
	Citalopram, 20 mg, #30	\$1.75
	Clonidine, 0.1 mg, #30	\$1.75
	Clonidine, 0.2 mg, #30	\$1.75
	Clonidine, 0.3 mg, #30	\$1.75

Prescription & OTC Sundry Drugs Annual Contract

Attachment A
 Fee and Rate Schedule

ITEM NO	ITEM DESCRIPTION	PRICE
5	Special Pricing for commonly used drugs by prescription, dosage & quantity	
	Dicyclomine, 20 mg, #30	\$5.35
	Divalproex DR, 500 mg, #30	\$3.50
	Doxycycline, 100 mg, #30	\$3.00
	Enalapril, 20 mg, #30	\$3.00
	Famotidine, 20 mg, #30	\$2.00
	Fluoxetine, 20 mg, #30	\$1.90
	Furosemide, 20 mg, #30	\$1.90
	Gabapentin, 600 mg, #30	\$2.80
	Gabapentin, 800 mg, #30	\$3.00
	HCTZ, 25 mg, #30	\$1.00
	HCTZ, 50 mg, #30	\$1.75
	Ibuprophen, 800 mg, #30	\$2.35
	Lisinopril, 10 mg #30	\$1.75
	Lithium Carbonate, 300 mg, #30	\$2.00
	Loratadine, 10 mg, #30	\$1.50
	Metformin, 500 mg, #30	\$1.75
	Metformin, 1000 mg, #30	\$1.75
	Metoprolol, 50 mg, #30	\$1.25
	Naproxen, 500 mg, #30	\$2.75
	Omeprazole, 20 mg, #30	\$1.75
	Pen VK, 500 mg, #30	\$3.50
	Phenob, 64.8 mg, #30	\$22.00
	Phenytoin, 100 mg, #30	\$2.50
	Septra DS Generic, 800/400 mg, #30	\$2.00
	Trazodone, 100 mg, #30	\$1.90
	Triam/HCTZ, 25 mg, #30	\$2.75

IFB #: 009-43		RIVERSIDE PHARMACY
PRESCRIPTION & OTC SUNDRY DRUGS		GAINESVILLE, GA
ITEM NO.	ITEM DESCRIPTION	PRICE
1	Furnish Prescribed Drugs and Medicines at current Redbook Average Wholesale Price (AWP) plus/minus a fixed percentage per prescription	
1a	Redbook AWP (=/-), Brand	-23%
1b	Redbook AWP (=/-), Generic	-77%
2	Blister Packs: Additional Charge to be added per 30 dose card for Items 1a & 1b, above	\$0.00
3	Furnish Non-Prescription Drugs, Medicines, and Sundry Items at price marked/sold to general public minus fixed percentage; Discount Offered	-50%
4	Additional Fees / Exceptions & Variations	
4a	Brand & Generic Drugs that fall below cost based on percentages will be sold at cost plus the following amount	\$3.50
5	Special Pricing for commonly used drugs by prescription, dosage & quantity	
	Acetaminophen, 325 mg, #30	\$0.65
	Amlodipine, 10 mg, #30	\$1.80
	Amlodipine, 5 mg, #30	\$1.80
	Amoxicillin, 875 mg, #30	\$2.75
	Asa, 81 mg E.C., #30	\$0.50
	Atenolol, 50 mg, #30	\$1.75
	Benzotropine, 1 mg, #30	\$2.25
	Chlorpromazine, 100 mg, #30	\$52.80
	Chlorpromazine, 200 mg, #30	\$91.80
	Chlor-Trimeton, 4 mg Generic, #30	\$0.50
	Citalopram, 20 mg, #30	\$1.75
	Clonidine, 0.1 mg, #30	\$1.75
	Clonidine, 0.2 mg, #30	\$1.75
	Clonidine, 0.3 mg, #30	\$1.75
	Dicyclomine, 20 mg, #30	\$5.35
	Divalproex DR, 500 mg, #30	\$3.50
	Doxycycline, 100 mg, #30	\$3.00
	Enalapril, 20 mg, #30	\$3.00
	Famotidine, 20 mg, #30	\$2.00
	Fluoxetine, 20 mg, #30	\$1.90
	Furosemide, 20 mg, #30	\$1.90
	Gabapentin, 600 mg, #30	\$2.80
	Gabapentin, 800 mg, #30	\$3.00
	HCTZ, 25 mg, #30	\$1.00
	HCTZ, 50 mg, #30	\$1.75
	Ibuprophen, 800 mg, #30	\$2.35

IFB #: 009-43		RIVERSIDE PHARMACY
PRESCRIPTION & OTC SUNDRY DRUGS		GAINESVILLE, GA
ITEM NO.	ITEM DESCRIPTION	PRICE
5	Special Pricing for commonly used drugs by prescription, dosage & quantity	
	Lisinopril, 10 mg #30	\$1.75
	Lithium Carbonate, 300 mg, #30	\$2.00
	Loraladine, 10 mg, #30	\$1.50
	Metformin, 500 mg, #30	\$1.75
	Metformin, 1000 mg, #30	\$1.75
	Metoprolol, 50 mg, #30	\$1.25
	Naproxen, 500 mg, #30	\$2.75
	Omeprazole, 20 mg, #30	\$1.75
	Pen VK, 500 mg, #30	\$3.50
	Phenob, 64.8 mg, #30	\$22.00
	Phenytoin, 100 mg, #30	\$2.50
	Ranitidine, 150 mg, #30	N/A
	Ranitidine, 300 mg, #30	N/A
	Septra DS Generic, 800/400 mg, #30	\$2.00
	Trazodone, 100 mg, #30	\$1.90
	Triam/HCTZ, 25 mg, #30	\$2.75

RECOMMENDED AWARD:

RIVERSIDE PHARMACY, GAINESVILLE, GA

BUDGET AMOUNT: ANNUAL CONTRACT

TOTAL AWARDED AMOUNT: ANNUAL CONTRACT

BIDS MAILED: 11 HALL: 2

BIDS RECEIVED: 1 (1-NO BIDS) HALL: 1

FUNDS: CI & JAIL, PRISONER MEDICAL CARE



Hall County Government

FINANCIAL SERVICES

Part II Bid (This section to be completed by the bidder)

Date of Bid: April 7, 2022

Bid No: 009-43

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

The undersigned agrees, if bid is accepted within sixty (60) calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Invitation for Bid at the price in the Bid Schedule. Delivery will be complete 30 calendar days after receipt of Notice of Award.

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wes Geddings

Hall County shall reserve the option to reject any or all bids, in whole or in part, or to select any bidder that the owner chooses to complete the described work. Award of bid will not be based solely on low bid, but also on quality, references, and other subjective criteria as the owner may deem necessary, and as the owner may determine at its sole discretion. The undersigned bidder expressly understands that his proposal may be rejected by the County for any reason without liability on the part of the owner to the undersigned bidder, even if the undersigned bidder is the apparent or actual lowest responsive and responsible bidder for the work.

Time Discounts allowed for prompt payment as follows: Discounts of less than fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

6.5 % Discount 15 Calendar Days.

Bid prices to remain firm for sixty (60) or 60 calendar days after opening of bid.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusion bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards.

Part II Bid (This section to be completed by the bidder)

Date of Bid: April 7, 2022

Bid No. 009-43

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Bidder Information
(Type or Print)**

Riverside Pharmacy Inc

Name of Company

935 Green Street

Address

Gainesville Ga 30501

City State Zip Code

(770) 532 6263

Phone Number

Bartons322@aol.com

Email Address

5 18 1 - 1 0 1 6 1 3 1 0 6 1 8 3 1

Tax ID Number

Name and Title of Person authorized to sign

Name: Scottie D Barton

Title: CEO and President

Signature: Scottie D Barton

**Name and Mailing Address or where
to send payments**

Riverside Pharmacy Inc

Name of Company

935 Green Street

Address

Gainesville, Ga 30501

City State Zip Code

(770) 532 6253

Phone Number

(770) 532 3692

Fax Number

Or

1 1 1 1 - 1 1 1 1 1 1 1 1

Social Security Number

Acknowledge receipt of all issued addenda
by listing their numbers and date of issuance
below:

BIDS NOT SIGNED MUST BE DECLARED AS "NON-RESPONSIVE" AND NOT CONSIDERED FOR AWARD

Bid Schedule – Invitation for Bid #009-43

It is the intent of the Hall County Board of Commissioners to purchase Prescription & OTC Sundry Drugs as outlined in these specifications.

A. Scope: To provide Prescription & OTC Sundry Drugs on an as-needed basis for the Hall County Correctional Institute and Hall County Jail with a guaranteed, firm bid price for a 12-month period. This contract will begin upon contract execution or July 1, 2022, whichever is later, and be in effect until June 30, 2023. The successful bidder may be allowed two (2) annual one (1) year renewals of this contract all upon the same terms and conditions.

B. Contract Administration: The contract administrator for this invitation and any contract(s) or purchase order(s) arising as a result of this invitation will be Chuck Pinney, Purchasing Supervisor. All questions concerning this invitation and any questions unable to be resolved by user departments arising during the contract period are to be addressed to contracts administrator at cpinney@hallcounty.org.

C. User Departments: Successful bidder will be required to deliver services and items covered by this invitation on an "as needed basis" during the life of contract from various departments who will be authorized to use this service during contract period.

D. Quantities: None of the user departments, individually or collectively, shall be required to utilize a contract to any minimum or maximum amount during the life of a contract issued as a result of this invitation. The County when entering into a contract, reserves the right to solicit for bid any single service or group of like needs covered by such a contract, separately from said contract when deemed advantageous to the County to do so.

E. Vendor Information: The services or items offered shall be comparable with the detailed requirements listed below (unless otherwise noted). Proposals for alternate services or products must be accompanied by a product brochure or specification sheet. The "G. Bidder's Response" section is used to verify compliance to item specifications and/or requirements. Any deviations from specifications or requirements must be noted by bidder in the section "J. Exceptions to or Variations from Specifications", otherwise bid is as specified. If any line item has a zero or is left blank, that line item will be considered to be a "No Bid".

The County prefers to accept proposals from vendors with five (5) years' experience minimum; however, this factor and the following will be studied to assist the County in deciding the most favorable vendor:

1. Number of years in business;
2. Firm's organization / management structure;
3. Firm's facilities and equipment;
4. Firm's experience in doing the same type contract;
5. References;
6. Contracts of like nature currently being performed;
7. Number of professional staff available for this contract.

F. Basic Requirements/Specifications: All unit prices quoted below must be for new and unused products. No alternate manufacturers or products will be accepted unless otherwise notated with 'or equivalent' in the Item Description. All purchases made by the County are tax exempt per Exemption Certificate #58-6000836.

1. All material will ship FOB Destination, Freight Prepaid and Allowed, to the following locations:
 - a. Hall County Correctional Institution
1698 Barber Road
Gainesville, GA 30507
 - b. Hall County Jail
1700 Barber Road
Gainesville, GA 30507
2. Contract Coverage: Vendors responding to this invitation must be able to provide 24 hour-a-day coverage for the entire contract period. This is a mandatory requirement you must be willing to meet due to the facilities being penal institutions.
 - a. Regular Hours: Defined as the hours of operation your business is usually open to the general public. State these hours in the proper space provided on the Vendor Information sheets.
 - b. After Regular Hours: Defined as those hours you are normally closed to the general public.
 - c. Emergency Status Calls After Regular Hours: Routine hours of operation will normally be sufficient for requirements of this invitation; however, there are times that a location may not be able to wait for normal working hours and will have to call you during after-hours under emergency status. This is a mandatory requirement you must be willing to meet due to the facilities being penal institutions. If you need to charge a fee for such calls, you must show this as a per call charge in the proper space on Section G. Bidder's Response, Item 4, or on Page 9.
3. Price Determination of Items:
 - a. Prescribed Drugs: Prices for these items will be determined by using the current at time of sale "Redbook Average Wholesale Price" plus (+) or minus (-) a fixed percentage. Price is to be the lowest listed price for the largest quantity available for each item, regardless of size quantity prescribed.
 - b. Non-Prescribed, Over-the-Counter (OTC) Items: Prices for these items will be determined by the "As Marked" price or at the price charged the general public plus (+) or minus (-) a fixed percentage. This percentage will be presumed to be applied to the total monthly amounts for this type of purchase instead of for each item or for each purchase. All invoices for these items must show general public price and discount to Hall County.
4. Delivery Service: Delivery service is a mandatory requirement to bid this invitation; however, if a charge is necessary, so state on Bid Schedule in space provided. If added, this charge is to be a one charge for all individual prescriptions delivered on each delivery to each facility, not each individual prescription.
 - a. Prescriptions called in before 11:00 am are to be filled and delivered to each facility no later than 2:00 pm daily.
 - b. Prescriptions called after 11:00 am are to be filled no later than 5:00 pm daily to be picked-up by County personnel OR, in the event they are not picked-up, delivered the next day per 'Item a' above.

5. Prescription Taking: Prescription orders called in for Hall County are to be taken by and filled by a State of Georgia registered pharmacist. This is a mandatory requirement you must be willing to meet due to the facilities being penal institutions.
6. Blister Packs: The use of blister packaging is to be utilized when possible.
 - a. Prescriptions: Use blister packs with prescribing doctor's permission.
 - b. Over-the-Counter (OTC) and Sundry Drugs: Use blister packs when available.
7. Payment: See Paragraph 12 of Terms and Conditions Section.
 - a. Each prescription is to be listed on separate invoice, showing the following additional minimum information:
 1. Patient's Name;
 2. Prescribing Doctor;
 3. Drug Name (Brand Name And Generic Name);
 4. Quantity Prescribed and Quantity Supplied;
 5. Prescription Number;
 6. Price;
 7. Original Signature of Receiving County Personnel;
 - b. Invoices received with any of the required information listed above missing will not be considered as a "Correct Invoice" and will be returned to vendor.
8. Quantities Listed On Prescriptions: Quantities listed on prescriptions are not to be reduced by pharmacist. If you do not have a prescribed quantity in your stock you are to notify the County department involved and County will make decision to wait or take prescription elsewhere.
9. Generic Brands: Generic brands are to be utilized only with prescribing doctor's permission.
10. Priority Status: Hall County will expect successful bidder(s) to give "Priority Service" on any County call for service.
11. Evaluation and Award:
 - a. Inspection of Facilities: The County may require the bidder to make their facility available for inspection or may require additional information concerning their ability to perform a contract for this service. Failure to comply if requested will be cause for rejection of bid.
12. Toll Free Phone: Vendor will be required to have toll free phone number or accept collect calls if located outside Hall County area. State this number or willingness to accept collect calls on the Vendor Information page.

G. Bidder's Response

Vendor's Name: Riverside Pharmacy Inc

IFB #009-43

<u>Item</u>	<u>Description</u>	<u>Bidder's Response</u>
1.	Furnish <u>Prescribed Drugs and Medicines</u> at "current REDBOOK average wholesale price" (AWP) at time of order plus (+) or minus (-) a fixed percentage per prescription:	
	a. REDBOOK AWP (+ / -), BRAND:	<u>-23</u> %
	b. REDBOOK AWP (+ / -), GENERIC:	<u>-77</u> %
2.	Blister Packs: When blister packs are used for <u>Prescription Drugs and Medicines</u> , the following listed charge is to be added in addition to Items 1a and 1b above:	
	a. Additional charge to be added per 30 dose card:	<u>\$0</u>
3.	Furnish <u>Non-Prescription Drugs, Medicines and Sundry Items</u> at price marked and/or sold to the general public at time of sale minus (-) a fixed percentage:	
	a. Discount offered:	<u>-50</u> %
4.	Additional Fees (define below or on Page 10, Section J. Exceptions and Variations from Specifications)	
	<u>Brand and Generic drugs that fall below cost based on percentages will be sold at cost plus \$3.50</u>	
	<u>Our OTC are marked up 39% over cost , so your price will be cost plus 19%, which equals -50% discount</u>	
	<u>Cost is what Riverside pays for the item, can be provided.</u>	

G. Bidder's Response

Vendor's Name: Riverside Pharmacy Inc

IFB #009-43

Item Description

5. The following items are specially priced for the Hall County Jail and Correctional Institution. They represent the most commonly used drugs by the facilities.

Prescription, Dosage, and Quantity	Price
Acetaminophen, 325 mg, #30	0.65
Amlodipine, 10 mg, #30	1.80
Amlodipine, 5 mg, #30	1.80
Amoxicillin, 875 mg, #30	2.75
Asa, 81 mg E.C., #30	0.50
Atenolol, 50 mg, #30	1.75
Benzotropine, 1 mg, #30	2.25
Chlorpromazine, 100 mg, #30	52.80
Chlorpromazine, 200 mg, #30	91.80
Chlor-Trimeton, 4 mg Generic, #30	0.50
Citalopram, 20 mg, #30	1.75
Clonidine, 0.1 mg, #30	1.75
Clonidine, 0.2 mg, #30	1.75
Clonidine, 0.3 mg, #30	1.75
Dicyclomine, 20 mg, #30	5.35
Divalproex DR, 500 mg, #30	3.50
Doxycycline, 100 mg, #30	3.00
Enalapril, 20 mg, #30	3.00
Famotidine, 20 mg, #30	2.00
Fluoxetine, 20 mg, #30	1.90
Furosemide, 20 mg, #30	1.50

Prescription, Dosage, and Quantity	Price
Gabapentin, 600 mg, #30	2.80
Gabapentin, 800 mg, #30	3.00
HCTZ, 25 mg, #30	1.00
HCTZ, 50 mg, #30	1.75
Ibuprophen, 800 mg, #30	2.35
Lisinopril, 10 mg #30	1.75
Lithium Carbonate, 300 mg, #30	2.00
Loratadine, 10 mg, #30	1.50
Metformin, 500 mg, #30	1.75
Metformin, 1000 mg, #30	1.75
Metoprolol, 50 mg, #30	1.25
Naproxen, 500 mg, #30	2.75
Omeprazole, 20 mg, #30	1.75
Pen VK, 500 mg, #30	3.50
Phenob, 64.8 mg, #30	22.00
Phenytoin, 100 mg, #30	2.50
Ranitodine, 150 mg, #30	n/a
Ranitodine, 300 mg, #30	n/a
Septa DS Generic, 800/400 mg, #30	2.00
Trazodone, 100 mg, #30	1.90
Triam/HCTZ, 25 mg, #30	2.75

K. Vendor Information:

1. Firm Name: Riverside Pharmacy Inc
Address: 935 Green Street
2. Normal business hours phone (toll-free): 770 532 6253
3. Years in Prescription & OTC Sundry Drugs Business: 68 years open in Jan 1954
4. Firm's Organization and Management Structure:
Name: Scottie D Barton Title: CEO and President
Name: Wayne Gee Title: Vice President
Name: Ashley R McCain Title: Manager
5. Vendor's contract administrator for this contract:
Name: Scottie D Barton Title: CEO and President
Phone: 770 532 6253 Email: Bartons322@aol.com
6. Hours of normal operation: Monday thru Friday 8:30am to 7pm, Sat 8:30am to 6pm, Sunday close
7. Orders can also be mailed or phoned to:
Firm Name: Riverside Pharmacy Inc
Address: 935 Green Street Gainesville, Ga 30501
Phone: 770 532 6253
8. Payments to be mailed to: Firm Name: Riverside Pharmacy Inc
Address: 935 Green Street Gainesville, Ga 30501
9. Prompt payment discount of 6.5 % /15 days will apply to all invoices.
10. Can you meet insurance requirements? yes Yes _____ No _____
11. How many qualified, fully trained, personnel will be available to support the County's project? (personnel who will actually work on the project, not your office staff/administrative personnel):
10

L. State percent of work of your total business you now perform for government agencies: 10 %
List (3) three agencies:

Agency: HALL COUNTY DETENTION CENTER
Address: BARBARA RD
Contact: ASHLEY OR AMANDA
Phone: 770 531 6908
Email: _____

Agency: HALL COUNTY C.I.
Address: BARBARA RD
Contact: THERESA QUEEN
Phone: 770 531 6872
Email: _____

Agency: _____
Address: _____
Contact: _____
Phone: _____
Email: _____

M. Firm's past experience in doing the same type of project, not current projects,
List (3) three agencies:

Agency: GAINESVILLE DIVERSION CENTER
Address: NO LONGER IN OPERATION
Contact: _____
Phone: _____
Email: _____

Agency: _____
Address: _____
Contact: _____
Phone: _____
Email: _____

Agency: _____
Address: _____
Contact: _____
Phone: _____
Email: _____

COMPANY NAME	CITY	STATE	ZIP	CONTACT NAME	PHONE NO.	EMAIL ADDRESS	Bids	Has	Bid List	Look-Up	Vendor Request	Bid Board	No Bid
AUGUSTA PHARMACY SERVICES	MARTINEZ	GA	30907	NICK WIMPEY	706-765-0748	NICK@EALUM.ORG	1				1		
CORRECT RX PHARMACY SERVICES, INC.	HANOVER	MD	21076	ALLY METCALFE	410-960-1421	AMETCALFE@CORRECTRXPHARMACY.COM	1		1				
DIAMOND DRUGS, INC.	INDIARA	PA	15701	SARA MISKO	724-349-1111 X 1096	PRCS@ALBEMARSHOROPHARMACY.COM	1				1		
INDEPENDENT HEALTH SERVICES, INC. D/B/A IHS PHARMACY	RAINSVILLE	AL	35986	MYRA SANDERSON	800-638-3104	MYRA@IHS.PHARMACY.COM	1		1				
MCELVEEN'S PHARMACY	GAINESVILLE	GA	30501	ALAN MCELVEEN	770-534-7675	* MAIL HARD COPY *	1	1	1				
MCKEESON MEDICAL-SURGICAL GOV'T. SOL.	HENRICO	VA	23233	AMANDA JOHNSON	833-343-2700	AJ@MCKEESON.COM	1		1				
NORTH AMERICAN PROCUREMENT COUNCIL, INC / PBC, INC.	GRAND JUNCTION	CO	81504	ERIC JOHNSON	302-450-1923	ER@NAPBC.COM	1				1	1	
PWXPRESS	JACKSONVILLE	FL	32208	MARY MILLER	408-676-8941	BO@PWXPRESS.COM	1				1	1	
QUANTUM PHARMACEUTICAL SUPPLY & SERVICES LLC	CUMMING	GA	30040	ANDY JASKOWIAK	678-648-1369	AJ@QPHARM3A.COM	1				1		1
RIVERSIDE PHARMACY	GAINESVILLE	GA	30501	SCOTTIE BARTON	770-532-6253	BARSC@RIVERSIDE.COM	1	1	1				
TLM CONSULTANT SERVICES dba TOTAL CARE PHARMACY	BACONTON	GA	31716	TERESA MITCHELL	229-787-5765	DMIT@TOLLERATT.NET	1				1		



AGENDA ITEM

Fire Rescue

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 302/2022

SUBJECT: Approve the award of IFB #023-43 Fire & EMS Uniform Supply for Fire Rescue to NAFECO of Clarkston, GA and S.T.A.R. Apparel & Plastics Inc. of Oakwood, GA. The estimated annual cost is \$160,000.00.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: CA

Recommendation:
NAFECO, Clarkston, GA S.T.A.R. Apparel & Plastics, Inc., Oakwood, GA

Purpose of Request:

Approve the award of IFB #023-43 Fire & EMS Uniform Supply to NAFECO of Clarkston, GA and S.T.A.R. Apparel & Plastics Inc. of Oakwood, GA. The estimated annual cost is \$160,000.00.

History:

We have used both, NAFECO and S.T.A.R., in the past for a similar bid and both vendors are in good standing within the County. Last year's spend on this bid was \$160,000.00.

Facts and Issues:

This bid was issued to thirty-two (32) vendors (four (4) Hall County) and only three (3) vendors responded (one (1) Hall County). Fire Rescue has chosen two (2) of the three (3) vendors to represent this bid. With product supply still not stable, this will give the department the opportunity to order from either vendor according to inventory.

Options:

Funding Requested \$ 160,000.00

Are funds within current budget? Yes

Source of Funds Various

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes

Has it been reviewed by the County Attorney?

No

Is there a deadline for this item?

Approvals:

Buyer	submit	approve	Purchasing
DH	CA	CA	AP
Budget	Finance	Attorney	Administration
TS	WG	WLI	LJ
Clerk			
JR			

Attachments:

- Financial Supplement
- Bid Opening Info
- Bid Tab
- Bidder's List
- STAR Apparel and Plastics Contract
- NAFECO Contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 302/2022

Funds Requested: \$ 160,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
FY23	009 - EMERGENCY SERVICES	1124 - E.M.S. - SVS DIST	4225 - UNIFORMS	\$48,000.00
FY23	003 - FIRE	127 - FIRE DEPARTMENT	4225 - UNIFORMS	\$96,000.00
FY23	003 - FIRE	128 - FIRE TRAINING CENTER	4225 - UNIFORMS	\$16,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CCA

Phone:

470-623-7129

Fire & EMS Uniform Supply
BID NAME

SUPPLIER	#1 <u>NAFECCO</u>	#2 <u>J.T.A.R.</u>	#3
PHONE	<u>Clarkston, GA</u>	<u>Doravood, GA</u>	
QUOTER			
TERMS	<u>John Head</u>	<u>TRACY Jaton</u>	
DELIVERY			
FREIGHT COST			

ITEM	QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

BUDGETED AMOUNT	GRAND TOTAL	GRAND TOTAL	GRAND TOTAL
TOTAL AWARD	AWARD TOTAL	AWARD TOTAL	AWARD TOTAL
BIDS MAILED _____ (H) _____	ITEMS AWARDED	ITEMS AWARDED	ITEMS AWARDED
BIDS RECEIVED _____ (H) _____	P.O. NUMBER	P.O. NUMBER	P.O. NUMBER

REMARKS No bid: CMG, TAT Uniforms, Strongpoint

Sebera Newington
SIGNATURE

Debra A. Howington (Purchasing)

From: Rick Boyd <rick@chattahoocheemarketing.com>
Sent: Wednesday, May 11, 2022 10:20 AM
To: Debra A. Howington (Purchasing)
Subject: RE: BID #023-43 FIRE & EMS UNIFORM SUPPLY

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you. CMG will pass on this opportunity.

Rick Boyd
President,
Chattahoochee Marketing Group
799 Georgia Ave
Suite 200
Gainesville, GA 30501
770-534-4535

From: Debra A. Howington (Purchasing) <dhowington@hallcounty.org>
Sent: Wednesday, May 11, 2022 9:51 AM
To: Julie Dorough (Purchasing) <jdorough@hallcounty.org>
Subject: BID #023-43 FIRE & EMS UNIFORM SUPPLY

Good Morning,

Attached is a copy of bid #023-43 Fire & EMS Uniform Supply. This is to replace bid #005-43 that was cancelled. This bid is due on Thursday, May 26 and will open at 2 pm.

Respectfully,

Debra Howington, C.P.M.
Buyer
Hall County Financial Services
Purchasing Division
770-535-8263 Office
770-531-7112 Fax
dhowington@hallcounty.org
www.hallcounty.org

Debra A. Howington (Purchasing)

From: zach ttuniforms.com <zach@ttuniforms.com>
Sent: Wednesday, May 11, 2022 6:00 PM
To: Debra A. Howington (Purchasing); Julie Dorough (Purchasing)
Cc: zach ttuniforms.com
Subject: RE: BID #023-43 FIRE & EMS UNIFORM SUPPLY

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

NO BID.

Thanks for sending and please keep us on your list for future opportunities.

Thanks
Zach

From: Debra A. Howington (Purchasing) <dhowington@hallcounty.org>
Sent: Wednesday, May 11, 2022 9:52 AM
To: Julie Dorough (Purchasing) <jdorough@hallcounty.org>
Subject: BID #023-43 FIRE & EMS UNIFORM SUPPLY

Good Morning,

Attached is a copy of bid #023-43 Fire & EMS Uniform Supply. This is to replace bid #005-43 that was cancelled. This bid is due on Thursday, May 26 and will open at 2 pm.

Respectfully,

Debra Howington, C.P.M.
Buyer
Hall County Financial Services
Purchasing Division
770-535-8263 Office
770-531-7112 Fax
dhowington@hallcounty.org
www.hallcounty.org



Debra A. Howington (Purchasing)

From: Strongpoint Tactical <strongpointapparel@gmail.com>
Sent: Thursday, May 12, 2022 4:33 PM
To: Debra A. Howington (Purchasing)
Subject: Re: BID #023-43 FIRE & EMS UNIFORM SUPPLY

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Thank you for sending the bid over! Unfortunately, we are unable to provide online ordering at this time. We hope that is something we will have capabilities of in the future.

Thank you.

Margaret
STRONGPOINT
2365 Monroe Drive
Unit A
Gainesville, GA 30507
Store: 470-252-5818

WE HAVE MOVED, FOLLOW US TO OUR NEW LOCATION

On Wed, May 11, 2022 at 9:51 AM Debra A. Howington (Purchasing) <dhowington@hallcounty.org> wrote:

Good Morning,

Attached is a copy of bid #023-43 Fire & EMS Uniform Supply. This is to replace bid #005-43 that was cancelled.

This bid is due on Thursday, May 26 and will open at 2 pm.

Respectfully,

Debra Howington, C.P.M.

Buyer

Hall County Financial Services

**SUMMATION OF BIDS RECEIVED
023-43 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT
Name of Company**

<u>Item #</u>	<u>Description</u>	NAFECO Clarkston, GA	S.T.A.R. Oakwood, GA
<u>Patches</u>			
1	Fire Service Uniform Patch	\$3.00	No bid
2	Badge Patch	\$2.00	No bid
3	Badge Patch	\$2.00	No bid
4	Georgia Smoke Diver Patch	\$3.00	No bid
5	Honor Guard Patch	\$3.00	No bid
6	Embroidered Collar Disc Patch - Captain / Battalion Chief	\$2.00	No bid
7	Embroidered Collar Disc Patch - Firefighter / Lieutenant	\$2.00	No bid
8	Embroidered Paramedic Patch	\$2.00	No bid
9	Embroidered EMT Patch	\$2.00	No bid
9A	Sew-On namestrip	\$3.00	No bid
9B	New Badge Patch	\$3.00	No bid
9C	Challenge Coin size 1.75", round	\$8.00	No bid
<u>Badges and Bars</u>			
10	Firefighter Badge - BLACKINTON # B547	\$86.00	No bid
11	Lieutenant Badge - BLACKINTON # B1160	\$86.00	No bid
12	Chief - Captain Badges - BLACKINTON # B1160	\$86.00	No bid
13	Chief - Captain Badges - BLACKINTON # B1160-2	\$86.00	No bid
14	Honor Guard Badge - BLACKINTON # B586	\$88.00	No bid
15	Firefighter Collar Brass Set - BLACKINTON	\$52.00	No bid
16	Lieutenant Collar Brass Set - BLACKINTON	\$52.00	No bid
17	Captain Collar Brass Set - BLACKINTON	\$52.00	No bid
18	Battalion Chief Collar Brass Set - BLACKINTON	\$52.00	No bid
19	Commander Guard Collar Brass Badge Set - BLACKINTON	\$74.00	No bid
20	Division Chief - BLACKINTON #A2547/A2907	\$74.00	No bid
21	Deputy Chief Collar Brass Set - BLACKINTON #A2547/A2906	\$74.00	No bid
22	Chief Collar Brass Set - BLACKINTON #A2547/A2905	\$74.00	No bid
23	Lieutenant Hat Badge - BLACKINTON # A2817DE	\$56.00	No bid
24	Sergeant Cap Badge - BLACKINTON #A6223	\$36.00	No bid
25	Firefighter Cap Badge - BLACKINTON #A698	\$36.00	No bid
26	Captain Hat Badge - BLACKINTON #A6197DE	\$54.00	No bid
27	Battalion Chief Hat Badge - BLACKINTON A2816DE	\$54.00	No bid
28	Commander Badge - BLACKINTON #A2816DE	\$54.00	No bid
29	Division Chief Badge - BLACKINTON #A2853DE	\$54.00	No bid
30	Deputy Chief Hat Badge - BLACKINTON #A1962DE	\$54.00	No bid
31	Chief Hat Badge - BLACKINTON #A2815DE	\$54.00	No bid
32	Honor Guard Hat Badge - BLACKINTON #C12571	\$50.00	No bid
33	Honor Guard Membership Bar - BLACKINTON #B1942	\$24.00	No bid
34	Nameplates	\$20.00	No bid
<u>Clothing - No exceptions where noted</u>			
35	Class A Dress Pants - (men) Flying Cross		No bid
	List prices for sizes: 28-42	\$104.00	
	List prices for oversizes: 44-58	\$124.00	
36	Class a Dress Pants - (women) Patriot		No bid
	List prices for sizes: 6-20	\$104.00	
	List prices for oversizes: 22-24	\$124.00	
37	Class A Dress Honor Guard Pants (made to measure)		No bid
	List prices for sizes: 28-42	\$120.00	
38	Class A Dress Coat - (men) Flying Cross		No bid

**SUMMATION OF BIDS RECEIVED
023-43 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT
Name of Company**

<u>Item #</u>	<u>Description</u>	NAFECO Clarkston, GA	S.T.A.R. Oakwood, GA
	List prices for sizes: 34-46	\$325.00	
	List prices for oversizes: 48-50	\$350.00	
	List prices for oversizes: 52-54	\$375.00	
39	Class A Dress Coat - (women) Patriot List prices for sizes: 6-20 List prices for oversizes: 22-24	\$325.00 \$350.00	No bid
40	Class A Dress Honor Guard Coat List prices for sizes: 38-46	\$450.00	No bid
41	Class A Dress Honor Guard Top Coat List prices for sizes: 38-46 List prices for oversizes: 48-50	\$230.00 \$250.00	No bid
42	Honor Guard Shoulder Cord, 1", 20", 22" adj.	\$28.00	No bid
43	Class A Dress Hat XS -2 XL	\$75.00	No bid
44	Class A Honor Guard Hat XS -2 XL Chief's Hat with Flame Visor	\$110.00 \$150.00	No bid
45	Class A Dress Shoe - Bates 941 High Gloss Military Uniform Oxford List prices for men sizes: 4-15 (half sizes 6-12) List prices for women sizes: 5-10 - (half sizes 5 1/2 - 9 1/2)	\$110.00 \$110.00	No bid
46	Dress Belt 28-42 44-54	\$24.00 \$26.00	No bid
47	Honor Guard Parade Belt Even sizes 24-60	\$98.00	No bid
48	Ties 4-in-Hand List prices for men sizes: 18, 20, 22 List prices women sizes: 14-16	\$6.50 \$6.50	No bid
49	Long Sleeve White Shirt - Flying Cross #45W6600 men / # 102W6600 ladies List prices for men neck sizes: 14-17.5 List prices for men neck sizes: 18.5-20 List prices for women bust sizes: 30-44 List prices for women bust sizes: 46-48	\$62.00 \$75.00 \$62.00 \$72.00	No bid
50	Short Sleeve White Shirt - Flying Cross #95R6600 men / #152R6600 women List prices for men - S - XL List prices for men 2XL - 4XL List prices for women bust sizes: 30-44 List prices for women bust sizes: 46-48	\$54.00 \$54.00 \$58.00 \$54.00	No bid
51	Long Sleeve Black Shirt - Flying Cross #47W6610 men / # 104W6610 ladies List prices for men neck sizes: 14-17.5	\$62.00	No bid

**SUMMATION OF BIDS RECEIVED
023-43 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT
Name of Company**

<u>Item #</u>	<u>Description</u>	NAFECO Clarkston, GA	S.T.A.R. Oakwood, GA
	List prices for men neck sizes: 18.5-20	\$72.00	
	List prices for women bust sizes: 30-44	\$62.00	
	List prices for women bust sizes: 46-48	\$2.00	
52	Short Sleeve Black Shirt - Flying Cross #97R6610 men / #154R6610 women		No bid
	List prices for men - S - XL	\$62.00	
	List prices for men 2XL - 4XL	\$72.00	
	List prices for women bust sizes: 30-44	\$62.00	
	List prices for women bust sizes: 46-48	\$72.00	
53	Staff Non-Pleated Black Pant - Flying Cross 3900		No bid
	List prices for sizes: 28-42	\$40.00	
	List prices for oversizes: 44-52	\$45.00	
	List price for women sizes: 2-20 even sizes	\$40.00	
54	Physical Training shirts, NEXT LEVEL, s/s, Beefy T-shirt		
	S - XL	\$15.00	\$8.50
	2XL - 4XL	\$17.00	\$12.50
55	Physical Training Shorts - Champro # Boss 9		
	List prices for sizes: Small - XLarge	No bid	\$10.65
	List prices for sizes: 2XL - 3XL	No bid	\$12.15
56	Physical Training Pants - Champro #1550		
	List prices for sizes: Small - XLarge	\$30.00	\$11.95
	List prices for sizes: 2XL - 3XL	\$32.00	\$13.95
57	Sweatshirt Crewneck - Jerseys Style #562 Navy & Grey		
	List prices for sizes: Small - XLarge	\$28.00	\$14.50
	List prices for sizes: 2XL - 3XL	\$30.00	\$16.50
58	Cap - Embroidered - Navy Blue	\$16.50	\$17.50
59	Flex-Fit Cap - Embroidered in Navy Blue		
	Red / Silver: SM/Med: LG/XL	\$18.50	\$15.95
	Red / Gold: SM/Med: LG/XL	\$18.50	\$15.95
60	Fleece Beanie Hat in Navy Blue	\$9.00	\$8.50
61	Job Shirt - Tri-Mountain # 647 Alarm and # 644 React in Navy Blue		
	# 647 sizes: Small - 4X Large		
	Small - XL	\$62.00	\$65.00
	2XL - 4XL	\$64.00	\$75.00
	Large Tall 4XL	\$64.00	\$80.00
62	Boots - Bates #2066 - men's 7 - 12	No bid	No bid
63	Boots - Bates # 2261	No bid	No bid
	men's medium - 6-12, 13, 14, 15, 16		
	men's extra wide - 7-12, 13, 14		
64	Boots - USBBK, Redback Only	No bid	No bid
	List men full sizes: 4-15		
	List men half sizes: 5.5-12.5		

**SUMMATION OF BIDS RECEIVED
023-43 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT
Name of Company**

<u>Item #</u>	<u>Description</u>
	List men wide width sizes: 15-16
65	Shoes - #834-633 Men's Oxford Black and #534-6333 Women's Oxford Black List prices for men sizes: 7-12 List price for men size: 13 List price for men size: 14 List price for men size: 15 List prices for women sizes: 7-12 List price for women size: 13 List price for women size: 14 List price for women size: 15
66	Nomex Uniform Shirt - Workrite # 720NX45 Short Sleeve in Midnight Blue 38-50 52-54
67	Nomex Polo Shirt, Workrite #263TK-67-NB, s/s, in navy S-XL 2XL
68	Nomex Uniform Shirt, Workrite #705NX-45-NV, l/s in navy 38-50 52-54
69	Nomex Uniform Shirt, Workrite #701NMX-45-NV, s/s in navy S-XL 2XL
70	Nomex Uniform Shirt, Workrite #706NX-45-NV, l/s in navy S-XL 2XL
71	Nomex Uniform Pant, Workrite #400-NX-75 Industrial or #402-NX-75 in navy List prices for sizes: 28-42 List prices for oversizes: 44-56
72	Nomex Uniform Pant, Workrite #401-NX-75 in navy List prices for sizes: 2-20 List prices for oversizes: 22-24
73	Nomex Uniform Pant, Workrite #401-NX-75-NV in navy List prices for sizes: 2-20 List prices for oversizes: 22-24
74	Nomex Cargo Shorts, Workrite #425NX-60-NV in navy List prices for sizes: 28-42 List prices for oversizes: 44-50
75	Rescue Belt, Rescue Tech #703306, w/"V" ring Standard size Over Size
76	Firefighter Turnout Gear Bag, FIREARTH20-N-107-WH

NAFECO Clarkston, GA	S.T.A.R. Oakwood, GA
	No bid
\$160.00 \$160.00 \$160.00 \$160.00 \$160.00 \$160.00 \$160.00 \$160.00	
\$124.00 \$138.00	\$155.00 \$210.00
\$94.00 \$100.00	\$109.00 \$139.00
\$136.00 \$146.00	\$185.00 \$245.00
\$124.00 \$138.00	\$155.00 \$210.00
\$136.00 \$146.00	\$185.00 \$245.00
\$136.00 \$146.00	\$175.00 \$235.00
\$136.00 \$146.00	\$175.00 \$235.00
\$120.00 \$140.00	\$185.00 \$245.00
\$36.00 \$40.00	No bid
\$78.00	No bid

**SUMMATION OF BIDS RECEIVED
 # 023-43 FIRE AND EMS UNIFORM
 SUPPLY ANNUAL CONTRACT
 Name of Company**

<u>Item #</u>	<u>Description</u>
77	Staff Short Sleeve Tactical Polo Shirt - Propper F534172 List price for men sizes: XS-XL List price for men size: 2XL - 6XL
78	Staff Long Sleeve Tactical Polo Shirt - Propper F5315 List price for men sizes: XS-XL List price for men size: 2XL - 6XL
79	Staff Short Sleeve Tactical Polo Shirt - UFX K5100 List price for men sizes: S-XL List price for men size: 2XL - 4XL

NAFECO Clarkston, GA	S.T.A.R. Oakwood, GA
	No bid
\$44.00 \$48.00	
	No bid
\$50.00 \$54.00	
\$62.50 \$75.00	\$55.00 \$65.00

**SUMMATION OF BIDS RECEIVED
023-43 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT
Name of Company**

<u>Item #</u>	<u>Description</u>
80	Tactical Pants - Propper # F52550 30-42 44-54
81	Tactical Pants - Propper #F5252-50 (olive) 30-42 44-54
<u>Recruit Uniforms</u>	
82	T-Shirt Hanes Beefy in Heather Grey List price for sizes: Small-X Large List price for size: 2XL - 3 XL
83	BDU Pant - Propper # F5201-38-405 List price for sizes: Small-X Large List price for sizes: 2X Large-3X Large
84	AV-56121F, Alert vision 5 point breakaway vest List Price for sizes L - 2XL
85	Sweatshirt Crewneck - Recruit List price for sizes: Small-X Large List price for size: 2XL - 3 XL
86	Physical Training Shorts _ Recruit List price for sizes: Small-X Large List price for sizes: 2X Large-3X Large

NAFECO Clarkston, GA	S.T.A.R. Oakwood, GA
\$44.00 \$48.00	\$42.00
	No bid
\$14.00 \$16.00	\$11.95 \$15.95
\$32.00 \$34.00	\$35.00 \$35.00
\$64.00	No bid
\$28.00 \$30.00	\$14.50 \$19.50
\$18.00 \$20.00	\$11.95 \$14.95

**023-43 FIRE AND EMS UNIFORM
SUPPLY ANNUAL CONTRACT**

VCC: 080-15, 200-16, 44, 70, 85, 86, 201-37, 800-08

COMPANY NAME	MAILING ADDRESS 1	MAILING ADDRESS 2	CITY	STATE	ZIP
BOB BARKER CO., INC.	7925 PURFOY ROAD	P.O. BOX 429	FUQUAY-VARINA	NC	27526
BREWER & ASSOCIATES LLC	P.O. BOX 24084		LEXINGTON	KY	40524
BROWN INDUSTRIES, INC.	344 WEST FRONT STREET		MEDIA	PA	19063
BSN SPORTS, LLC	P.O. BOX 7726		DALLAS	TX	75209
BWIT LLC			ANN ARBOR	MI	48103
CHATTAHOOCHEE MARKETING GROUP,	799 GEORGIA AVENUE, SOUTHWEST		GAINESVILLE	GA	30501
CUSTOM PRINTWEAR INC.	741 HY 601 SOUTH		LUGOFF	SC	29078
DANA SAFETY SUPPLY	4729 NELSON BROGDON		SUGAR HILL	GA	30518
ELBECO INC.	4418 POTTSVILLE PIKE		READING	PA	19605
EMBLEMS, INC.	300 AIKEN ROAD		ASHEVILLE	NC	28814
EMBROIDERED IMPRESSIONS, INC.	2721 FAITH INDUSTRIAL DRIVE,		BUFORD	GA	30518
GALLS, INC.	1340 RUSSELL CAVE ROAD		LEXINGTON	KY	40505
G.T. DISTRIBUTORS OF GA., INC.	100 MCFARLAND AVENUE		ROSSVILLE	GA	30741
GULF STATES DISTRIBUTORS	6000-A EAST SHIRLEY LANE		MONTGOMERY	AL	36117
HAIX NORTH AMERICA	2320 FORTUNE DRIVE, SUITE 120		LEXINGTON	KY	40509
HAIX NORTH AMERICA	2320 FORTUNE DRIVE, SUITE 120		LEXINGTON	KY	40509
IMAGEWEAR UNIFORMS	462 SOUTH UNION ROAD		WESTMINISTER	SC	29693
KEYSTONE UNIFORM CAP	2251 FRALEY STREET		PHILADELPHIA	PA	19137
MATTEO GRAPHICS, INC	2309 HANCOCK BRIDGE PKWY		CAPE CORAL	FL	33990
MES	6701-C NORTH PARK BLVD.		CHARLOTTE	NC	28216
MOONPIE'S SPORTING GOODS	195 PEARL NIX PARKWAY, SUITE 2		GAINESVILLE	GA	30501
NAFECO	1515 WEST MOULTON STREET		DECATUR	AL	35601
PERFORMANCE SAFETY GROUP	781A RUDDER ROAD		ST. LOUIS	MO	63026
PINNACLE TEXTILE INDUSTRIES, LLC	440 DREW COURT		KING OF PRUSSIA	PA	19406
PREMIER SAFETY	140 SATELLITE BLVD, NE	SUITE B1	SUWANEE	GA	30024
SMYRNA POLICE DISTRIBUTORS	630-B WINDY HILL ROAD		SMYRNA	GA	30080
S.T.A.R. APPAREL			GAINESVILLE	GA	30504
STRONGPOINT, LLC	250 JOHN W. MORROW JR. PKWY		GAINESVILLE	GA	30501
T AND T UNIFORMS SOUTH, INC.	285A NORTH MAIN STREET		JONESBORO	GA	30236
UNIFORM SOURCE, LLC	2141 COBB PARKWAY, NORTHWEST		KENNESAW	GA	30152
UNIFORM TACTICAL SUPPLY	217-04 NORTHERN BLVD.	SUITE 30	BAYSIDE	NY	11361
UNIFORMS UNLIMITED	850 PRINCE AVENUE		ATHENS	GA	30606

BIDS SENT	32
HALL CO BIDS SENT	4
NO BIDS RCVD	0

Fire & EMS Uniform Supply Annual Contract

This agreement, made and entered into this the 1st. day of July, 2022, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and S.T.A.R. Apparels & Plastics, Inc, 3630 Explorer Trail, Oakwood, GA 30566, hereafter referred to as "Contractor").

Witnessed:

Whereas, the County intends to contract to provide services for **Fire & EMS uniform supply annual contract** per IFB #023-43, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

Hall County's IFB #023-43 issued on May 11, 2022, the Bidder's response (All originals are on file in the Hall County Purchasing Department, 2875 Browns Bridge Rd 4th Floor - Purchasing, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference.

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

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

Subscribed and sworn to in our presence

Hall County, Georgia

this _____ day of _____, 2022

By: _____

By: _____

Richard Higgins
Chairman

Notary Comm. Exp.

Subscribed and sworn to in our presence

S.T.A.R. Apparel & Plastics, Inc.

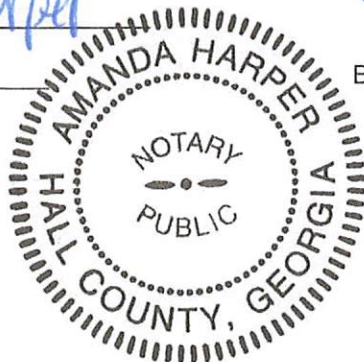
his 10th day of June, 2022

By: Amanda Harper

By: _____

Tracy Staton
President

Notary Comm. Exp.



Fire & EMS Uniform Supply Annual Contract

This agreement, made and entered into this the 1st. day of July, 2022, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and NAFECO, 715 Park North Blvd., Suite 120, Clarkston, GA 30021, hereafter referred to as "Contractor").

Witnessed:

Whereas, the County intends to contract to provide services for **Fire & EMS uniform supply annual contract** per IFB #023-43, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

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

Subscribed and sworn to in our presence

Hall County, Georgia

this _____ day of _____, 2022

By: _____

By: _____

Richard Higgins
Chairman

Notary Comm. Exp.

Subscribed and sworn to in our presence

NAFECO

his 15 day of June, 2022

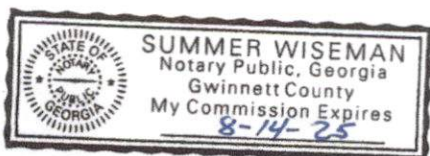
By: Summer Wiseman

By: John Head

John Head
Sales Representative

8-14-25

Notary Comm. Exp.





AGENDA ITEM

Fire Rescue

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 311/2022

SUBJECT: Approve the award of RFQ/P #42-009 Landscape Maintenance Services for Fire Rescue to ACS Landscape Management, Inc. of Oakwood, GA. The estimated annual cost is \$204,157.00.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: CCA

Recommendation:

Approve the award of RFQ/P No. 42-009 Hall County Fire Services - Landscape Maintenance Services to ACS Landscape Management Inc., of 4042 Chamblee Road, Suite C, Oakwood, Georgia 30566 in the amount of \$17,013.07 monthly to provide Landscape Maintenance Services at various Fire Rescue facilities according to the Scope of Work as outlined in RFQ/P No. 42-009 Hall County Fire Services for the term of one year, with four one-year renewal options.

Purpose of Request:

Approve the award of RFQ/P No. 42-009 Hall County Fire Services - Landscape Maintenance Services for Fire Rescue to ACS Landscape Management, Inc. in the amount of \$17,013.07 monthly

History:

Request for Qualifications/Pricing with Price Proposals No. 42-009 posted on September 1, 2021.

Facts and Issues:

Awardee has agreed in writing to hold their previous bid price.

Options:

Funding Requested

\$ 204,157.00

Are funds within current budget?

Yes

Source of Funds

FIRE AND EMERGENCY SERVICES FUND

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

No

Is there a deadline for this item?

2022-06-22

Approvals:

Buyer	submit	approve	Purchasing
AP	CA	CA	AP
Budget	Finance	Attorney	Administration
TS	WG	WLI	LJ
Clerk			
JR			

Attachments:

- Financial Supplement
- Bidders Response to hold prices from 2021
- 42-009 Bid Tabulations
- GIS Facility Locations
- Original Bid Document
- Contractor Signed Contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 311/2022

Funds Requested: \$ 204,157.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

FIRE AND EMERGENCY SERVICES FUND

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	003 - FIRE	127 - FIRE DEPARTMENT	4485 - GROUNDS MAINTENANCE	\$142,910.00
2023	009 - EMERGENCY SERVICES	1124 - E.M.S. - SVS DIST	4485 - GROUNDS MAINTENANCE	\$61,247.00

Budget Transfer Items:

Additional Information/Comments:

Contract price could decrease if cutting reduces to monthly in Winter months.

Contact for Questions:

Phone:



Hall County Government
FINANCIAL SERVICES

June 1, 2022

Brad Sample
ACS Landscape Management, Inc.
4042 Chamblee RD
Oakwood, GA 30566

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

RE: **RFQ/P No.-42-009**
Hall County Fire Services – Landscape Maintenance Services

Dear Brad,

Hall County is still considering proposals from our previous Request for Proposals and Qualifications (RFQ/P) No. 42-009. The Scope of Work has not changed, all locations and services remain the same with no changes.

The County is asking if ACS Landscape Management, Inc. will still honor its proposal as is with no changes as submitted on September 24th, 2021.

If so, then simply respond to this letter of inquiry by 2:00pm, June 8, 2022. A new proposal is not requested. All pricing must remain the same. This is not a request for a new bid but rather a request to still honor the bid as received.

The County may award to one or more landscape maintenance service companies from the previous bid to satisfy its needs for these services. No revised pricing will be accepted.

Yes, ACS Landscape Management, Inc. will honor its proposal and pricing as submitted on September 24th, 2021 for RFP/Q No. 42-099

No, ACS Landscape Management, Inc. will not honor its proposal and pricing as submitted on September 24th, 2021 for RFP/Q No. 42-099

Sincerely;

Andy Penick
Purchasing Manager
Direct: (770) 531-4939
Financial Services Department
Hall County Board of Commissioners

SUMMARY OF COST PROPOSALS

FR/P #42-009 Landscape Maintenance Services			YELLOWSTONE LILBURN, GA.			ACS LANDSCAPE GAINESVILLE, GA.			CORPORATE CARE JOHNS CREEK, GA.			ALL OUTDOOR, LLC OAKWOOD, GA.		
Description	Frequency	UOM	Total UOM	Quote Price /Unit Measure	Annual Extended Pricing	Total UOM	Quote Price /Unit Measure	Annual Extended Pricing	Total UOM	Quote Price /Unit Measure	Annual Extended Pricing	Total UOM	Quote Price /Unit Measure	Annual Extended Pricing
Service Area# 1: Fire Services Training Center 2801 Allen Creek Rd. Gainesville, GA. 30507	12	SQ FT	46,100	\$540.00	\$6,480.00	46,100	\$782.55	\$9,390.60	46,100	\$759.38	\$9,112.56	46,100	\$414.90	\$4,978.80
Service Area# 2: Fire Svs Vehicle Maintenance Shop 2801 Allen Creek Rd. Gainesville, GA. 30507	12	SQ FT	18,750	\$250.00	\$3,000.00	18,750	\$457.66	\$5,491.92	18,750	\$759.38	\$9,112.56	18,750	\$300.00	\$3,600.00
Service Area# 3: Fire Svs Training Ctr Burn Facility 2801 Allen Creek Rd. Gainesville, GA. 30507	12	SQ FT	38,750	\$460.00	\$5,520.00	38,750	\$382.66	\$4,591.92	38,750	\$759.38	\$9,112.56	38,750	\$348.75	\$4,185.00
Service Area# 4: Fire Svs Mobile Classroom 2801 Allen Creek Rd. Gainesville, GA. 30507	12	SQ FT	4,750	\$140.00	\$1,680.00	4,750	\$134.11	\$1,609.32	4,750	\$759.38	\$9,112.56	4,750	\$171.00	\$2,052.00
Service Area# 5: Emergency Services Complex Crescent Dr. Gainesville, GA. 30501	470	12	87,115	\$1,980.00	\$23,760.00	87,115	\$1,441.75	\$17,301.00	87,115	\$3,562.50	\$42,750.00	87,115	\$1,045.38	\$12,544.56
Service Area# 6: Hall County Fire Station #1 3126 Gillsville Hwy, Gainesville, GA. 30501	12	SQ FT	163,785	\$1,080.00	\$12,960.00	163,785	\$1,669.24	\$20,030.88	163,785	\$1,158.34	\$13,900.08	163,785	\$1,146.50	\$13,758.00
Service Area# 7: Hall County Fire Station #2 6012 Hulsey Rd. Clermont, GA. 30527	12	SQ FT	36,157	\$930.00	\$11,160.00	36,157	\$585.13	\$7,021.56	36,157	\$825.00	\$9,900.00	36,157	\$361.57	\$4,338.84
Service Area# 8: Hall County Fire Station #3 4660 Ledan Ext. Gainesville, GA. 30506	12	SQ FT	82,645	\$800.00	\$9,600.00	82,645	\$982.10	\$11,785.20	82,645	\$1,479.17	\$17,750.04	82,645	\$495.87	\$5,950.44
Service Area# 9: Hall County Fire Station #4 McEver Rd. Gainesville, GA. 30504	2940	12	22,700	\$725.00	\$8,700.00	22,700	\$461.76	\$5,541.12	22,700	\$541.67	\$6,500.04	22,700	\$317.80	\$3,813.60
Service Area# 10: Hall County Fire Station #5 4187 Falcon Pkwy. Flowery Branch, GA. 30542	12	SQ FT	38,436	\$790.00	\$9,480.00	38,436	\$742.14	\$8,905.68	38,436	\$1,238.34	\$14,860.08	38,436	\$461.23	\$5,534.76
Service Area# 11: Hall County Fire Station #6 6170 Lula Rd. Lula, GA. 30554	12	SQ FT	31,200	\$720.00	\$8,640.00	31,200	\$607.36	\$7,288.32	31,200	\$635.00	\$7,620.00	31,200	\$343.20	\$4,118.40
Service Area# 12: Hall County Fire Station #7 731 East Crescent Dr. Gainesville, GA. 30501	12	SQ FT	69,300	\$980.00	\$11,760.00	69,300	\$934.97	\$11,219.64	69,300	\$825.84	\$9,910.08	69,300	\$415.80	\$4,989.60
Service Area# 13: Hall County Fire Station #8 6175 Gaines Ferry Rd. Flowery Branch, GA. 30542	12	SQ FT	51,520	\$725.00	\$8,700.00	51,520	\$455.95	\$5,471.40	51,520	\$929.67	\$11,156.04	51,520	\$360.64	\$4,327.68
Service Area# 14: Hall County Fire Station #9 5040 Poplar Springs Rd. Gainesville, GA. 30507	12	SQ FT	84,174	\$590.00	\$7,080.00	84,174	\$842.44	\$10,109.28	84,174	\$1,129.67	\$13,556.04	84,174	\$336.70	\$4,040.40
Service Area# 15: Hall County Fire Station #10 Highway 52 Gillsville, GA. 30543	5608	12	110,260	\$1,215.00	\$14,580.00	110,260	\$1,087.90	\$13,054.80	110,260	\$1,305.00	\$15,660.00	110,260	\$661.56	\$7,938.72
Service Area# 16: Hall County Fire Station #11 5625 Bark Camp Rd. Murrayville, GA. 30564	12	SQ FT	73,808	\$1,170.00	\$14,040.00	73,808	\$877.05	\$10,524.60	73,808	\$1,651.67	\$19,820.04	73,808	\$442.85	\$5,314.20
Service Area# 17: Hall County Fire Station #12 Winder Hwy. Flowery Branch, GA. 30542	4890	12	183,100	\$990.00	\$11,880.00	183,100	\$1,220.67	\$14,648.04	183,100	\$1,700.00	\$20,400.00	183,100	\$732.40	\$8,788.80
Service Area# 18: Hall County Fire Station #13 2709 Sardis Rd. Gainesville, GA. 30506	12	SQ FT	46,463	\$810.00	\$9,720.00	46,463	\$712.05	\$8,544.60	46,463	\$625.84	\$7,510.08	46,463	\$418.17	\$5,018.04
Service Area# 19: Hall County Fire Station #14 Dove Point Lane Hoschton, GA. 30548	7065	12	24,067	\$975.00	\$11,700.00	24,067	\$492.57	\$5,910.84	24,067	\$812.50	\$9,750.00	24,067	\$312.87	\$3,754.44
Service Area# 20: Hall County Fire Station #15 4219 Autry Spur Gainesville, GA. 30506	12	SQ FT	43,169	\$1,100.00	\$13,200.00	43,169	\$846.11	\$10,153.32	43,169	\$679.17	\$8,150.04	43,169	\$388.52	\$4,662.24
Service Area# 21: Hall County Fire Station #16 4209 Shirley Rd. Gainesville, GA. 30506	12	SQ FT	99,000	\$1,195.00	\$14,340.00	99,000	\$1,296.90	\$15,562.80	99,000	\$1,750.00	\$21,000.00	99,000	\$594.00	\$7,128.00
TOTALS				\$18,165.00	\$217,980.00		\$17,013.07	\$204,156.84		\$23,886.90	\$286,642.80		\$10,069.71	\$120,836.52

JUNE 7, 2022 BID RESPONSE TO REQUEST TO HOLD PRICING FROM 2021 TO NOW:

Bidder	Monthly	Annual	Response
ACS Landscape	\$ 17,013.07	\$ 204,156.38	Yes, will honor prior quote
Yellowstone	\$ 18,165.00	\$ 217,980.00	Yes, will honor prior quote
Corporate Care	\$ 23,886.90	\$ 286,642.80	Yes, will honor prior quote
All Outdoor, LLC.	\$ -	\$ -	No, will not honor quote

FIRE STATION 2



Address Points Search [?] [X]
Measure [?] [X]
Distance Unit: Feet [?] [X]
Area Unit: Square Feet [?] [X]
Results (7)
Geometry
Perimeter: 741,961 ft
Area: 15,358,254 sq.ft
Geometry
Perimeter: 374,495 ft
Area: 8,749,879 sq.ft
Geometry
Perimeter: 261,692 ft
Area: 3,798,120 sq.ft
Geometry
Perimeter: 252,411 ft
Area: 3,340,356 sq.ft
Zoom to [Clear] Add to map

- 2018 Photos
- 2018 Aerial Imagery
- 2015 Photos
- 2015 Aerial Imagery
- 2012 Photos
- 2012 Aerial Imagery

Street No L... 1 X
Export Filter By
Status Address Parcel No Parcel Status Bldg Unit City Addr Zip Addr Id Comments
1 P 6012 HULSEY ROAD 12064 00001C : A CLEMONT 30527 201203121358271980 FIRE STATION

Address Points Search

Measure Feet Square Feet

Distance Unit: Feet

Area Unit: Square Feet

Results (4)

Geometry
Perimeter: 677,456 ft
Area: 4,359,493 sq.ft

Geometry
Perimeter: 728,778 ft
Area: 14,566,681 sq.ft

Geometry
Perimeter: 325,516 ft
Area: 1,984,020 sq.ft

Geometry
Perimeter: 277,543 ft
Area: 1,752,312 sq.ft

Zoom to Clear Add to map

2018 Photos

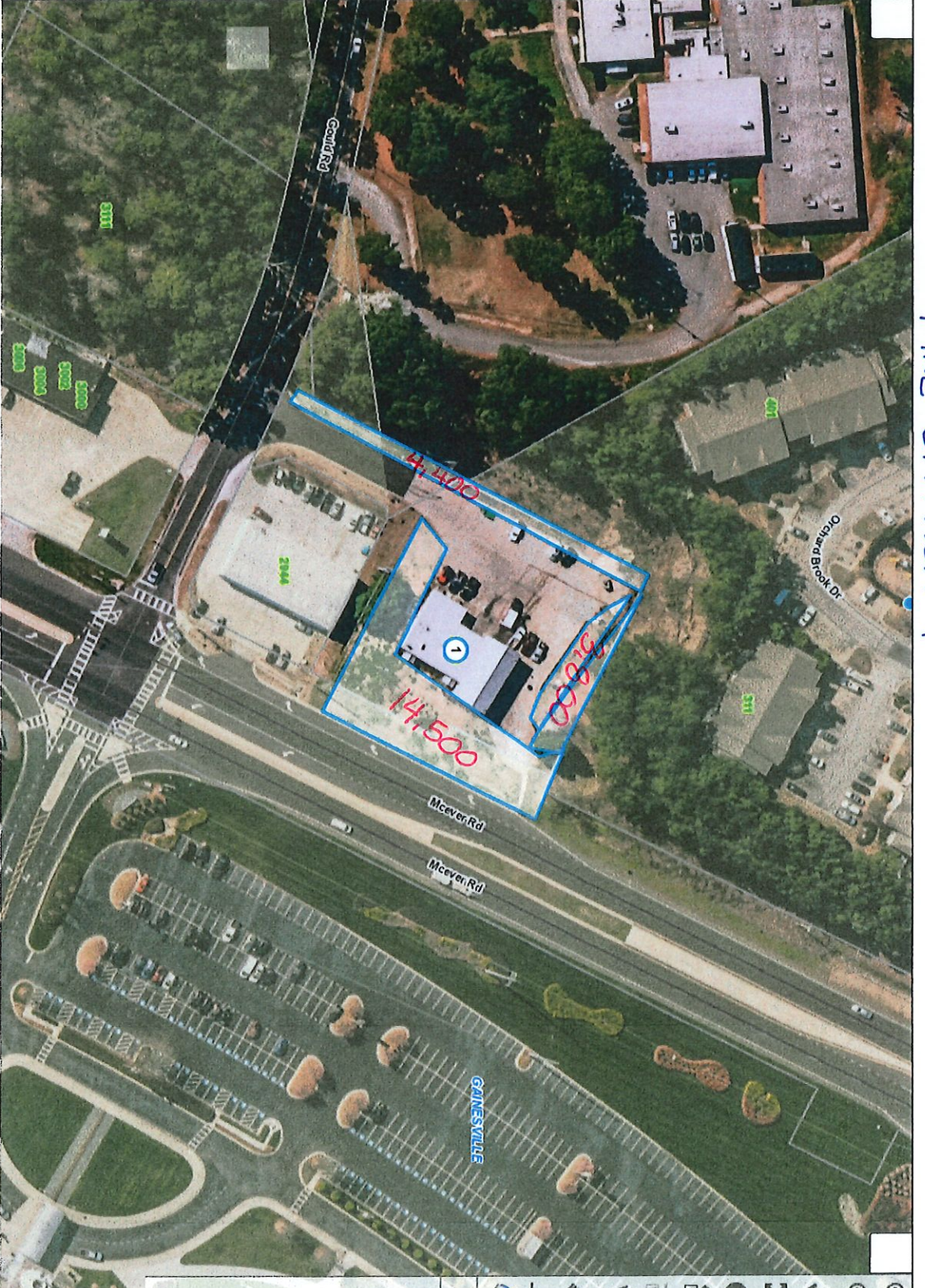
2018 Aerial Imagery

2015 Photos

2015 Aerial Imagery

2012 Photos

2012 Aerial Imagery



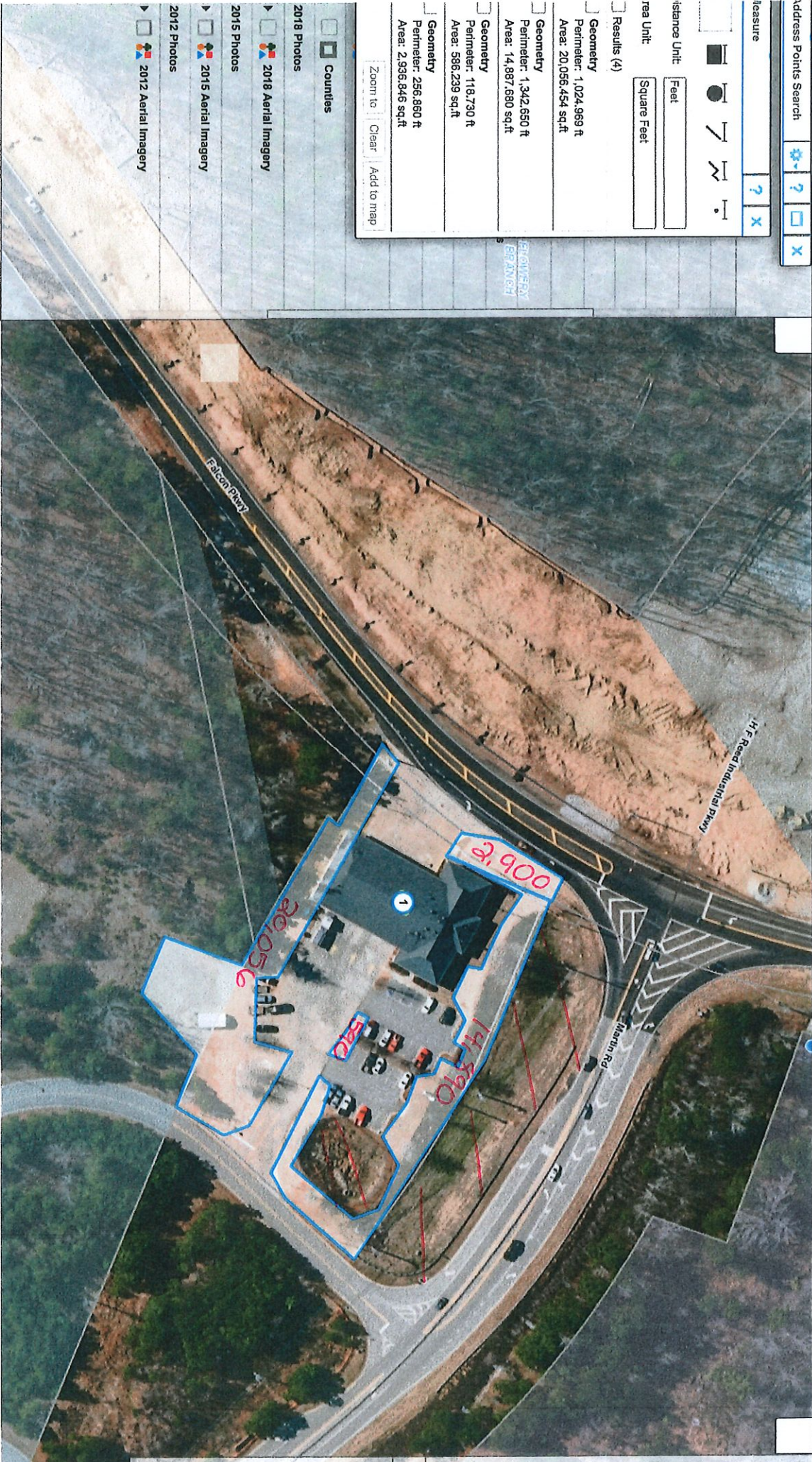
Street No L... 1 X

Export Filter By

Status Address Parcel No Parcel Status Bldg Unit City Add Zip Addr Id Comments

1 P 2840 MCEVER ROAD 08022 000004 A GAINESVILLE 30504 200407130718423439

FIRE STATION 5



Maps Searches

Address Points Search

Measure

Distance Unit: Feet

Area Unit: Square Feet

Results (4)

Geometry

Perimeter: 1,024,969 ft

Area: 20,056,454 sq.ft

Geometry

Perimeter: 1,342,650 ft

Area: 14,887,680 sq.ft

Geometry

Perimeter: 118,730 ft

Area: 586,239 sq.ft

Geometry

Perimeter: 256,860 ft

Area: 2,936,846 sq.ft

Counties

2018 Photos

2018 Aerial Imagery

2015 Photos

2015 Aerial Imagery

2012 Photos

2012 Aerial Imagery

Street No ... 1 X

Export

Filter By

Status Address

Parcel No

Parcel Status

Bldg

Unit

City

Addr Zip

Addr Id

Comments

4187 FALCON PARKWAY

15044A002027

A

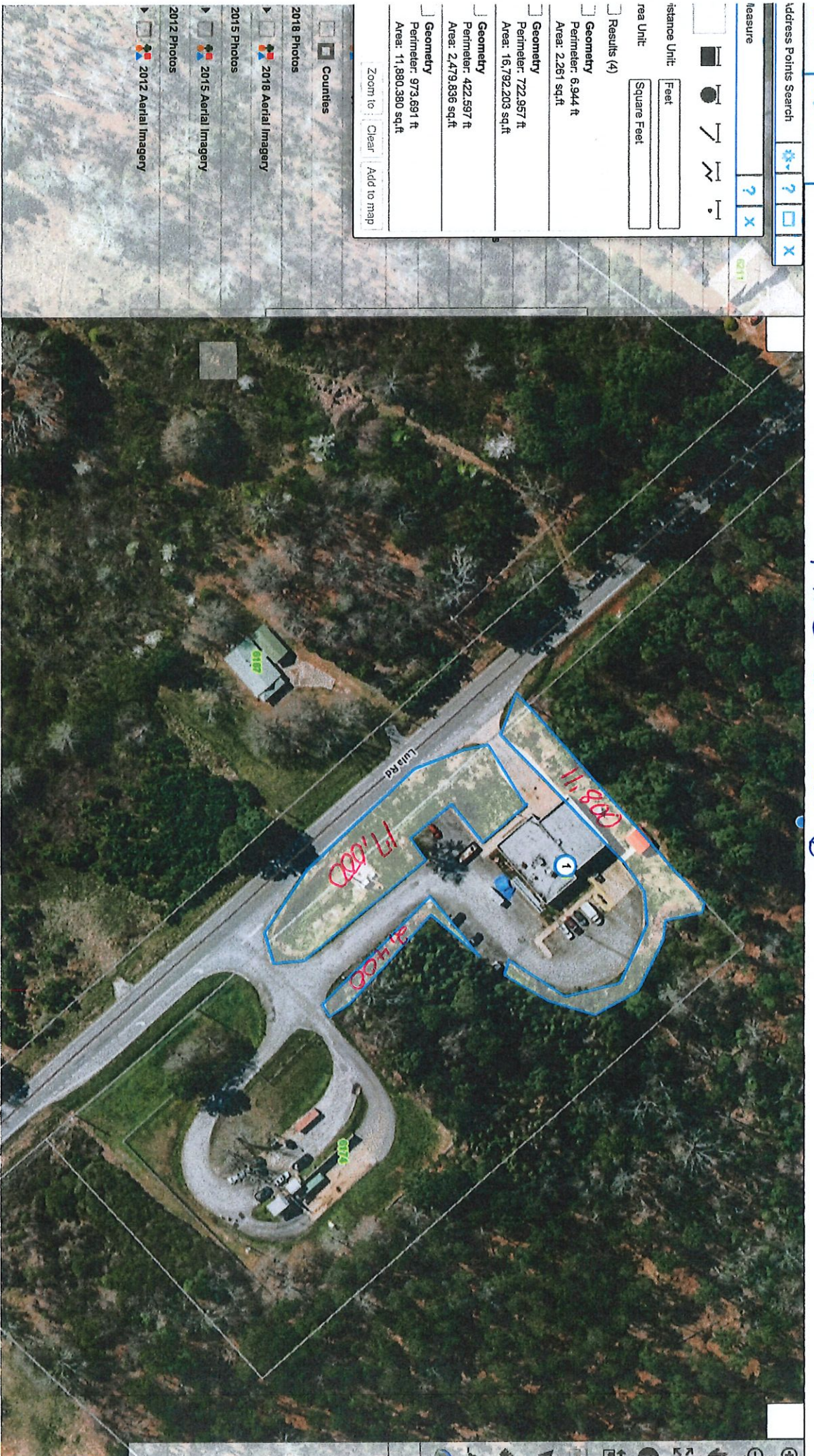
FLOWERY BRANCH

30542

20080324050249647

FIRE STATION # 5

FIRE STATION 6



Address Points Search [?] [X]

Measure [?] [X]

Distance Unit: Feet [X] Square Feet [X]

Results (4)

Geometry
Perimeter: 6,944 ft
Area: 2,281 sq.ft

Geometry
Perimeter: 722,957 ft
Area: 16,792,203 sq.ft

Geometry
Perimeter: 422,597 ft
Area: 2,479,896 sq.ft

Geometry
Perimeter: 973,691 ft
Area: 11,880,380 sq.ft

Zoom to: [Clear] [Add to map]

- 2018 Photos
- 2018 Aerial Imagery
- 2015 Photos
- 2015 Aerial Imagery
- 2012 Photos
- 2012 Aerial Imagery

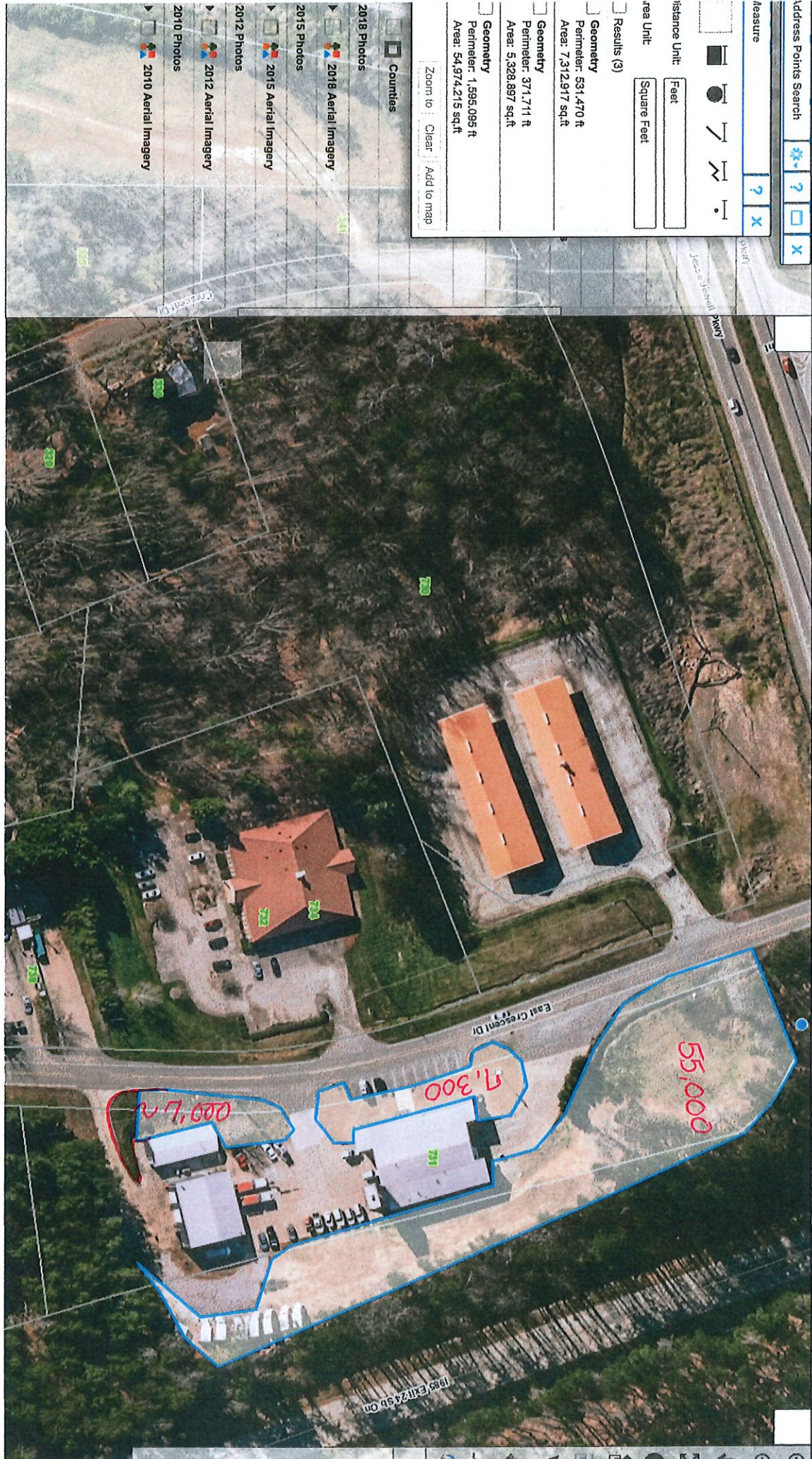
Street No... 1 X

Export Filter By

Status Address Parcel No Parcel Status Bldg Unit City Addr ZIP Addr ID Comments

1 P 6170 LULA ROAD 09985 00013 A LULA 30554 200407130718434918 Fire Station

FIRE STATION 7



Street No. L... 1 X

Map Tools: Home, Layers, Measure, Print, Full Screen, Search, Address, Status, Address, Export, Filter By

Address: 470 CRESCENT DRIVE NORTHEAST 15033000010 A

City: GAINESVILLE 30501

Address: 200407130719482581

Parcel No: Parcel Status: Bldg: Unit: City: Addr: ZIP: Addr: id: Comments

Results (3)

- Geometry: Perimeter: 531,470 ft, Area: 7,312,917 sq.ft
- Geometry: Perimeter: 371,711 ft, Area: 5,328,897 sq.ft
- Geometry: Perimeter: 1,595,095 ft, Area: 54,974,215 sq.ft

Zoom to: Clear Add to map

2018 Photos

- 2018 Aerial Imagery
- 2015 Photos
- 2015 Aerial Imagery
- 2012 Photos
- 2012 Aerial Imagery
- 2010 Photos
- 2010 Aerial Imagery

2010 Aerial Imagery

Address Points Search

Measure

Distance Unit: Feet

Area Unit: Square Feet

Results (2)

Geometry
Perimeter: 2,016.761 ft
Area: 39,591.094 sq.ft

Geometry
Perimeter: 851.457 ft
Area: 11,918.928 sq.ft

Zoom to Clear Add to map

Future Flood Zones

Lakes

Soil Type

Counties

2018 Photos

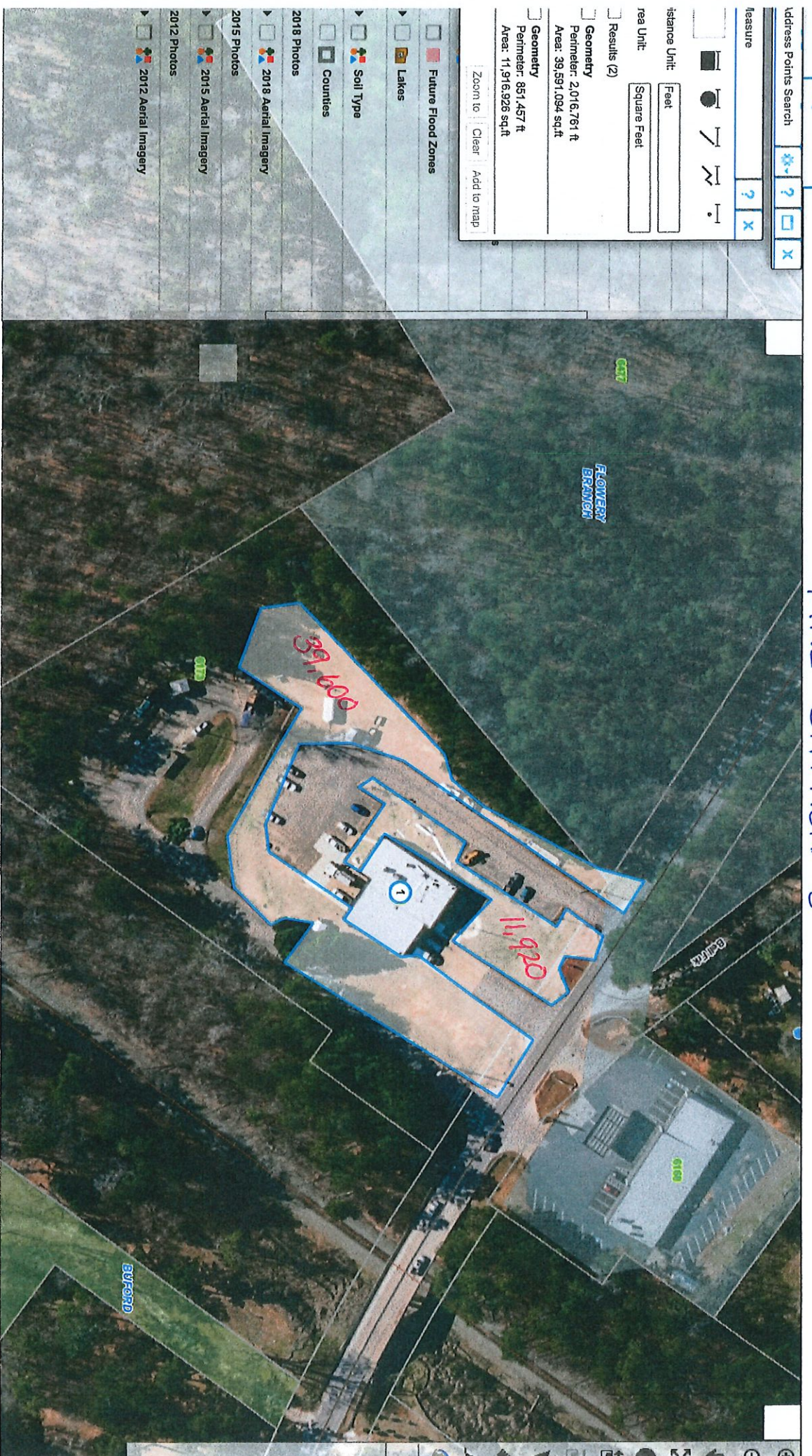
2018 Aerial Imagery

2015 Photos

2015 Aerial Imagery

2012 Photos

2012 Aerial Imagery



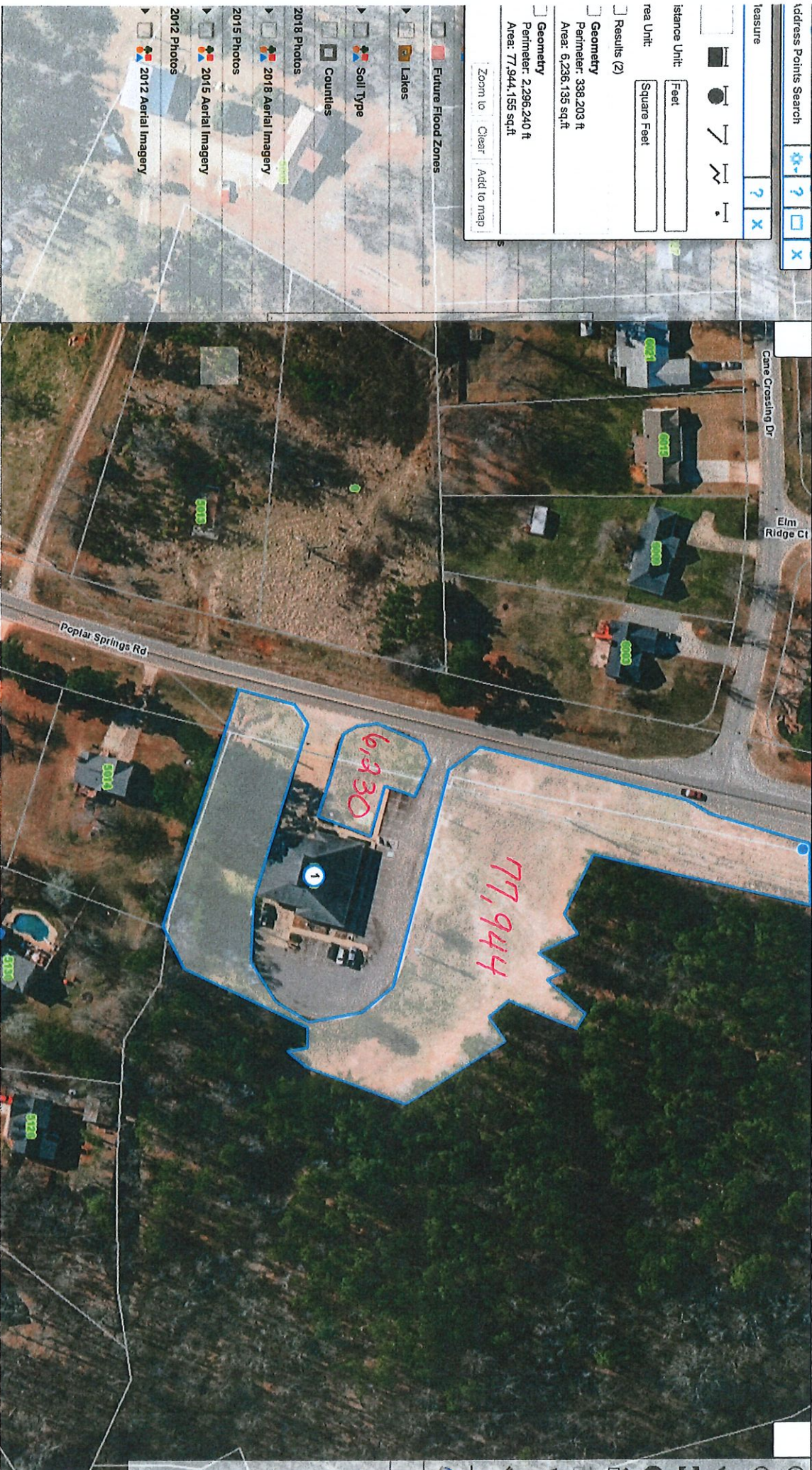
Street No L... 1 x

Status Address Export Filter By

Parcel No Parcel Status Bldg Unit City Addr Zip Addr Id Comments

6175 GAINES FERRY ROAD - 08139 004Q2 A FLOWERY BRANCH 30542 200407130718432098 Fire Station

FIRE STATION 9



Address Points Search [?] [X] [X]

Measure [?] [X]

Distance Unit: Feet [X]
Area Unit: Square Feet [X]

Results (2)

Geometry
Perimeter: 338,203 ft
Area: 6,236,135 sq.ft

Geometry
Perimeter: 2,296,240 ft
Area: 77,944,155 sq.ft

Zoom to [X] Clear [X] Add to map [X]

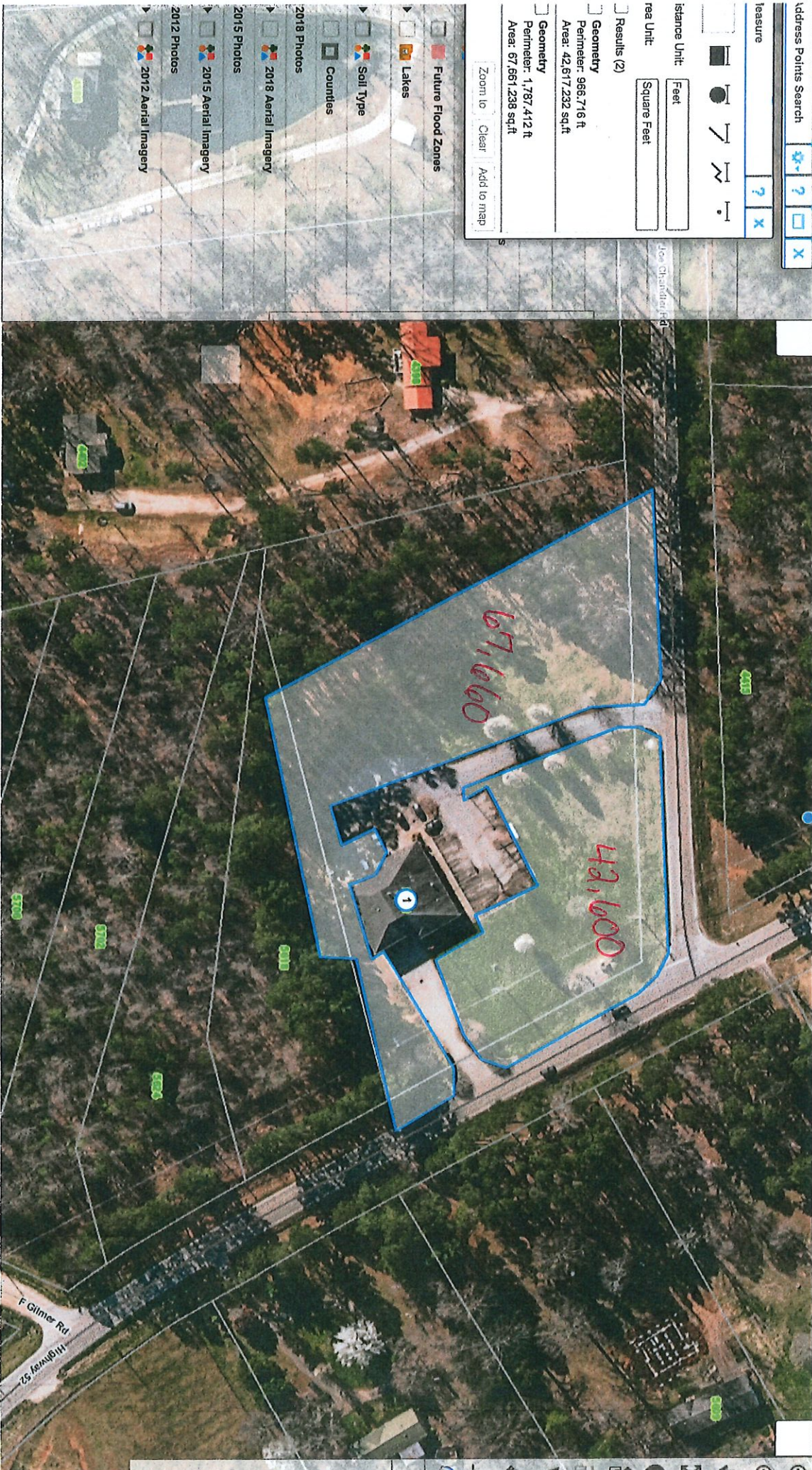
Street No L... 1 X

Filter By

Status [X] Address [X] Parcel No [X] Parcel Status [X] Bldg [X] Unit [X] City [X] Addr Zip [X] Addr Id [X] Comments [X]

5040 POPLAR SPRINGS ROAD 15030 000084 A GAINESVILLE 30607 200407130718607855 Fire Station

FIRE STATION 10



Address Points Search [?] [X] [X]

Measure: [] [X]

Distance Unit: Feet [] [X]
Area Unit: Square Feet [] [X]

Results (2)

Geometry
Perimeter: 966,716 ft
Area: 42,617,232 sq.ft

Geometry
Perimeter: 1,787,412 ft
Area: 67,661,238 sq.ft

Zoom to [] Clear [] Add to map []

Street No L... 1 X

Export Filter By

Status Address Parcel No Parcel Status Bldg Unit City Addr Zip Addr Id Comments

1 P 5608 HIGHWAY 52 15004 000127 A GILLSVILLE 30543 200407130718453590

Address Points Search

Feature

Distance Unit: Feet

Area Unit: Square Feet

Results (2)

Geometry

Perimeter: 404,876 ft

Area: 9,145,477 sq.ft

Perimeter: 2,376,663 ft

Area: 64,663,734 sq.ft

Zoom to Clear Add to map

Future Flood Zones

Lakes

Soil Type

Counties

2018 Photos

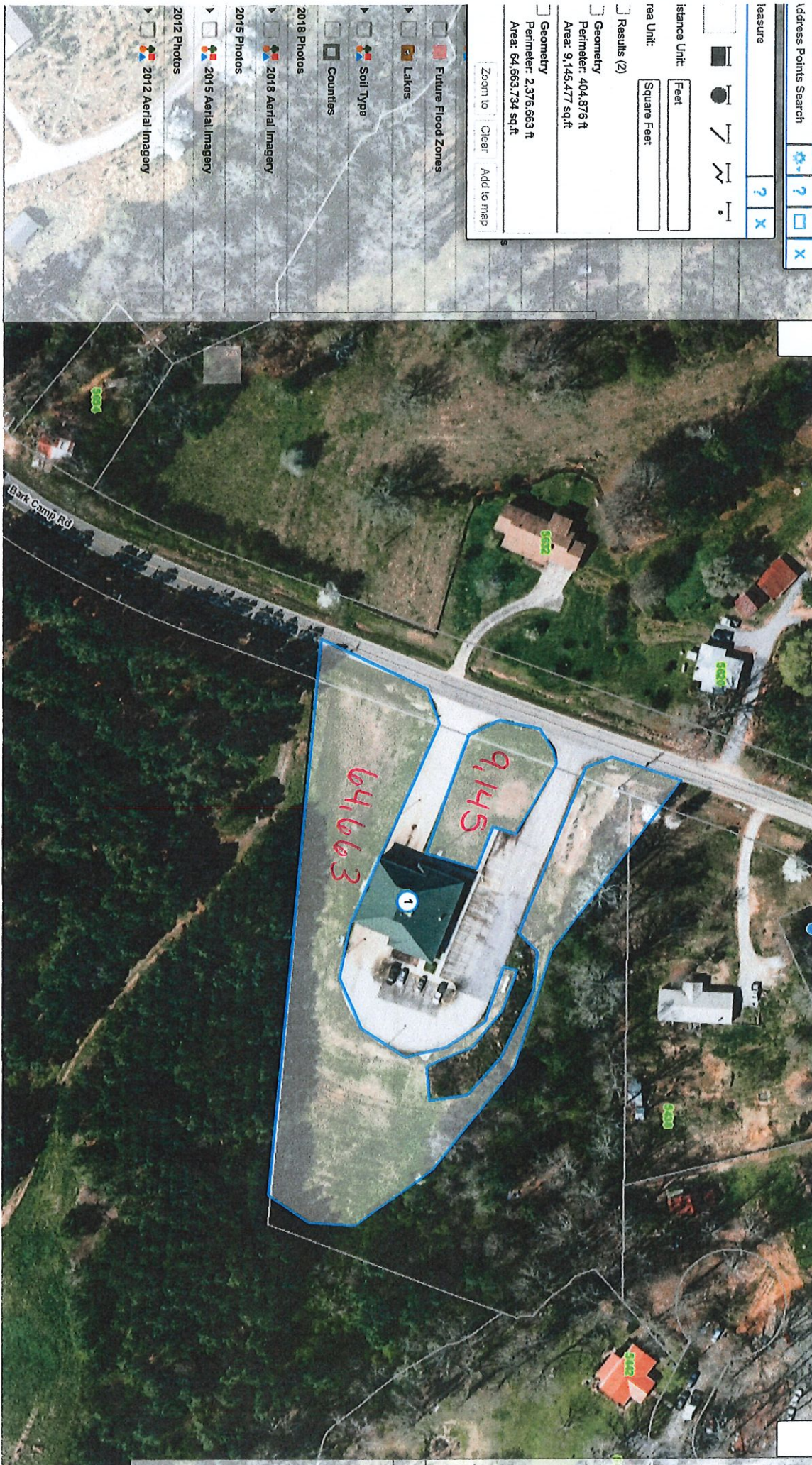
2018 Aerial Imagery

2015 Photos

2015 Aerial Imagery

2012 Photos

2012 Aerial Imagery



Street No L... 1 X

Export

Filter By

Status Address

Parcel No Parcel Status

Bldg

Unit

City

Addr Zip

Addr Id

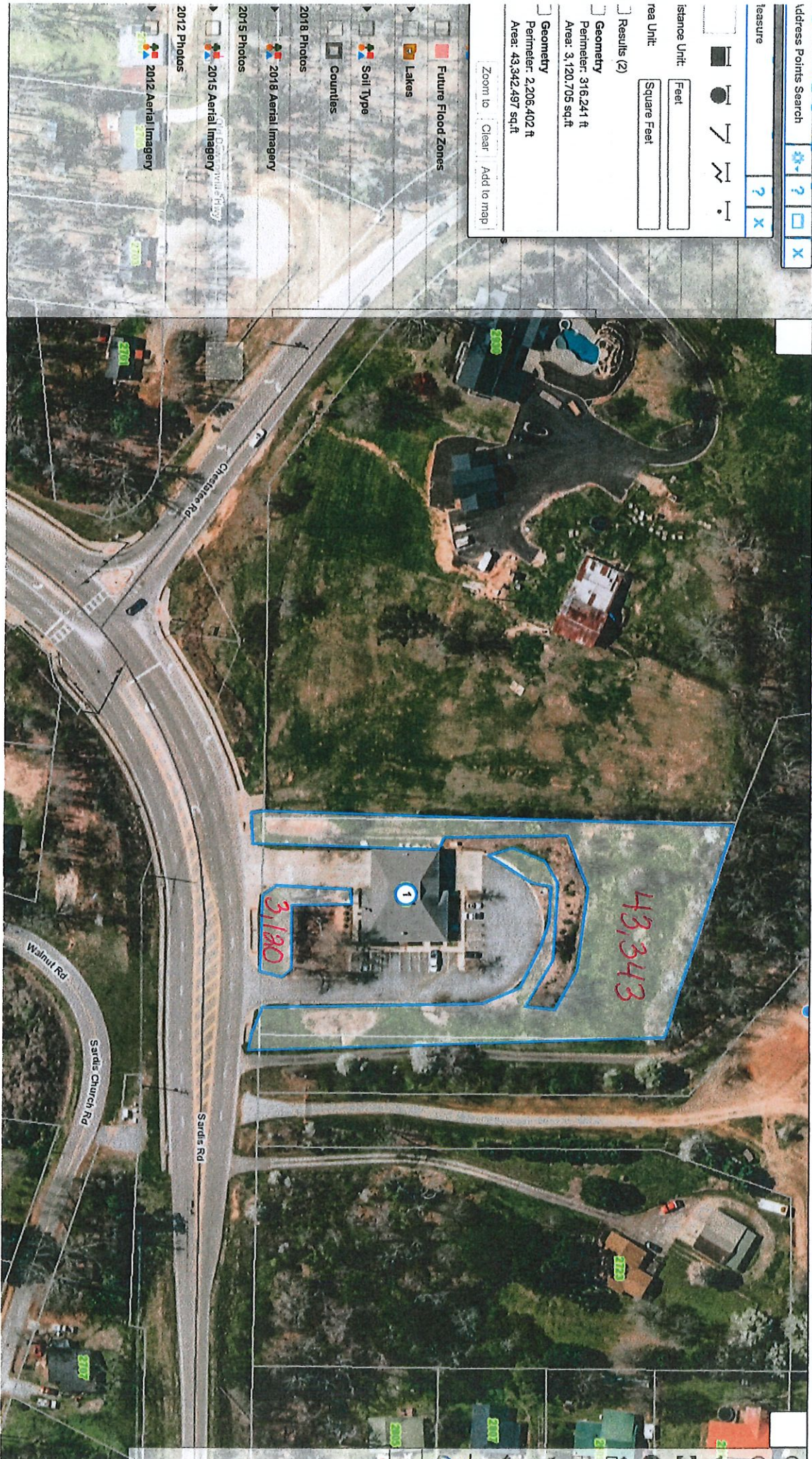
Comments

5625 BARK CAMP ROAD - 11083 001010 A

MURRAYVILLE 30564

200407130718448190

FIRE STATION 13



Address Points Search [?] [?] [?]

Measure

Distance Unit: Feet

Area Unit: Square Feet

Results (2)

Geometry
Perimeter: 316,241 ft
Area: 3,120,705 sq.ft

Geometry
Perimeter: 2,206,402 ft
Area: 43,342,497 sq.ft

Zoom to [] Clear [] Add to map []

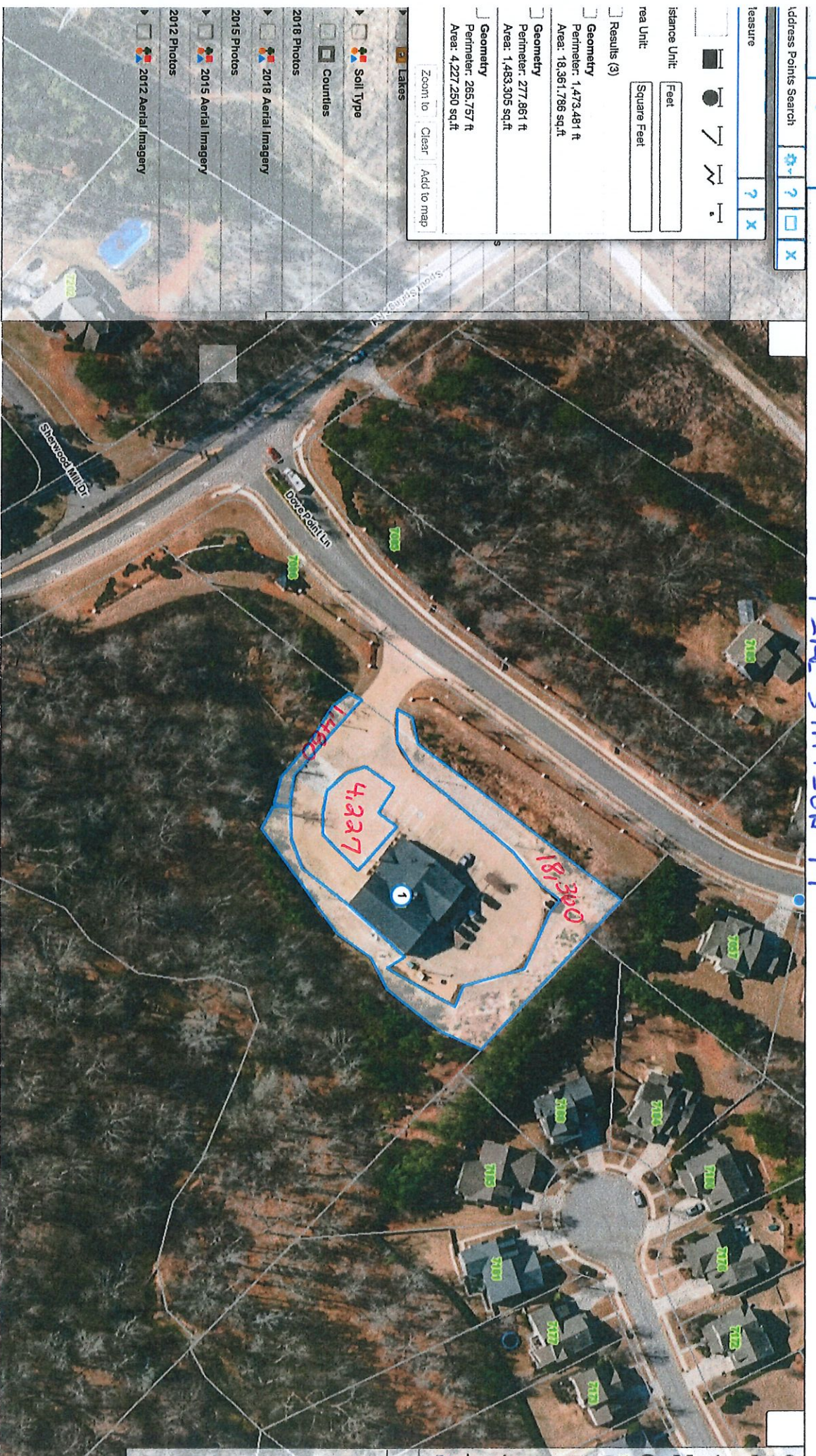
Street No L... 1 x

Export Filter By

Status Address Parcel No Parcel Status Bldg Unit City Addr Zip Addr Id Comments

1 P 2709 SARDIS ROAD 10072 000012 A GAINESVILLE 30506 200407130718472183

FINE STATION 14



Address Points Search

Measure

Distance Unit: Feet

Area Unit: Square Feet

Results (3)

Geometry

Perimeter: 1,473,481 ft

Area: 18,361,786 sq.ft

Geometry

Perimeter: 277,961 ft

Area: 1,483,303 sq.ft

Geometry

Perimeter: 265,757 ft

Area: 4,227,250 sq.ft

Zoom to Clear Add to map

Lakes

Soil Type

Counties

2018 Photos

2018 Aerial Imagery

2015 Photos

2015 Aerial Imagery

2012 Photos

2012 Aerial Imagery

Street No L... 1 X

Export Filter By

Status Address Parcel No Parcel Status Bldg Unit City Addr Zip Addr Id Comments

1 P 7065 DOVE POINT LANE 15041 000990 A HOSCHTON 30548 200407130718465463 HALL COUNTY FIRE STATION # 14

FIRE STATION 15



Maps Searches
 Address Points Search
 Feature
 Distance Unit:
 Area Unit:
 Results (4)
 Geometry
 Perimeter: 286,448 ft
 Area: 1,722,924 sq.ft
 Geometry
 Perimeter: 805,925 ft
 Area: 18,981,181 sq.ft
 Geometry
 Perimeter: 412,223 ft
 Area: 7,480,197 sq.ft
 Geometry
 Perimeter: 1,354,621 ft
 Area: 16,708,593 sq.ft
 Zoom to

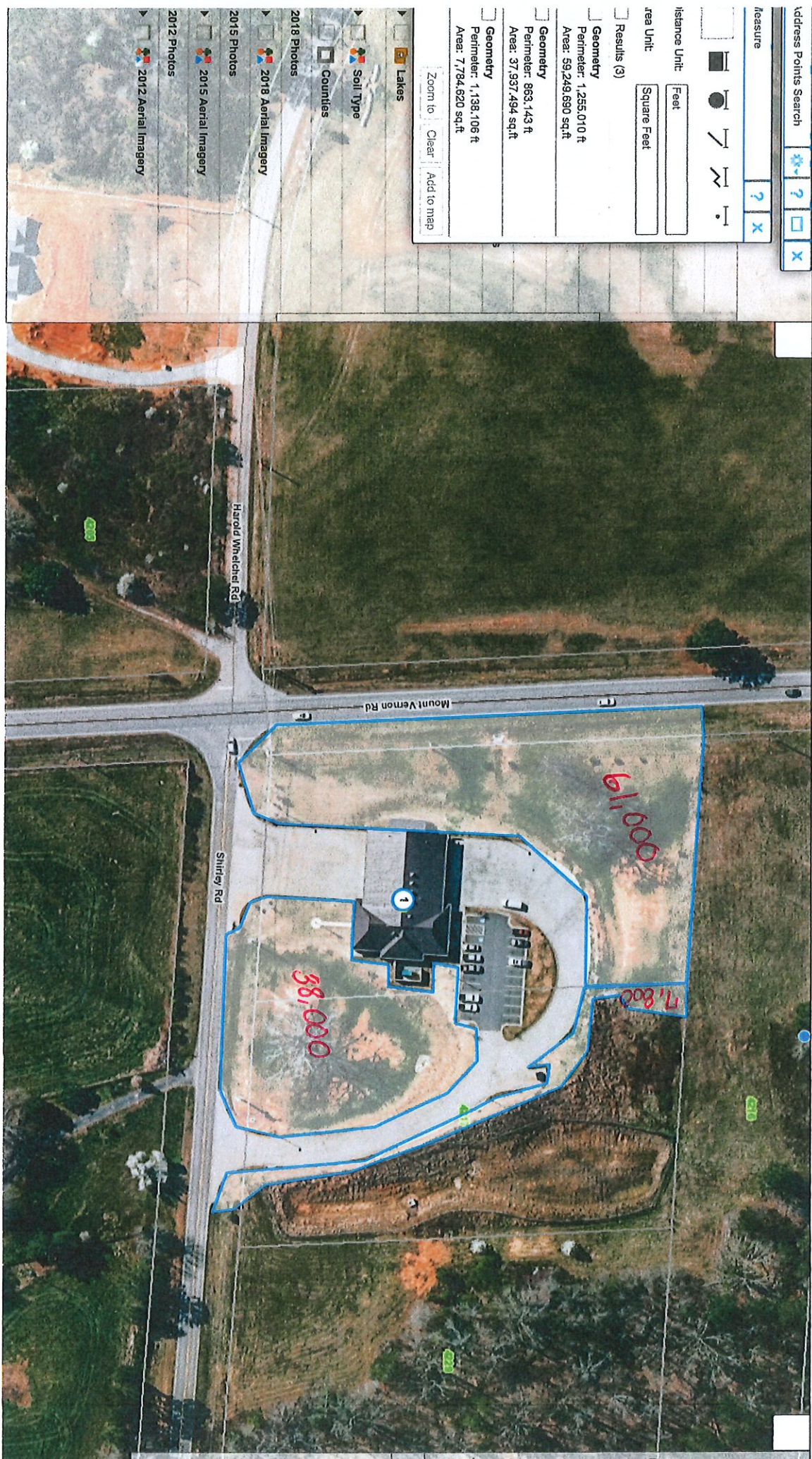
- Counties
- 2018 Photos
- 2018 Aerial Imagery
- 2015 Photos
- 2015 Aerial Imagery
- 2012 Photos
- 2012 Aerial Imagery

Street No L... 1 X

Status Address Parcel No Parcel Status Bldg Unit City Addr Zip Addr Id Comments

4219 AUTRY SPUR 10155 00025 A GAINESVILLE 30506 200801030000079001 Hill Co Fire Station 15

FIRE STATION 16



Address Points Search [?] [X] [X]

Measure [?] [X]

Distance Unit: Feet [X] Square Feet [X]

Area Unit: Square Feet [X]

Results (3)

- Geometry
Perimeter: 1,255,010 ft
Area: 59,249,690 sq.ft
- Geometry
Perimeter: 863,143 ft
Area: 37,937,494 sq.ft
- Geometry
Perimeter: 1,138,106 ft
Area: 7,784,820 sq.ft

Zoom to [X] Clear [X] Add to map [X]

Lakes [X]

Soil Type [X]

Counties [X]

2018 Photos
2018 Aerial Imagery

2015 Photos
2015 Aerial Imagery

2012 Photos
2012 Aerial Imagery

Street No L... 1 X

Export Filter By

Status Address Parcel No Parcel Status Bldg Unit City Addr Zip Addr Id Comments

4209 SHIRLEY ROAD 11036 000037 A GAINESVILLE 30506 201101250000080922 HALL COUNTY FIRE STATION #16 ON A 4.16 ACRE SITE PARCELS 11036 000037 & 11036 000038

TRAINING - Main Building & Driving Pad



Address Points Search

Measure

Distance Unit: Feet

Area Unit: Square Feet

Results (6)

Area: 4,315,035 sq.ft

Perimeter: 902,156 ft

Area: 13,550,588 sq.ft

Perimeter: 379,571 ft

Area: 2,356,635 sq.ft

Perimeter: 666,413 ft

Area: 12,898,482 sq.ft

Perimeter: 1,075,955 ft

Area: 13,054,365 sq.ft

Zoom to Clear Add to map

- 2015 Photos
- 2015 Aerial Imagery
- 2012 Photos
- 2012 Aerial Imagery
- 2010 Photos
- 2010 Aerial Imagery

Street No L... 1 X

Export Filter By

Status Address Parcel No Parcel Status Bldg Unit City Addr Zip Addr Id Comments

1 S 2801 ALLEN CREEK ROAD 15023 000094 A GAINESVILLE 30507 200407130718607552 Fire Services Training Center

Training Center Mobile Classroom (Former Compactor Area)



Address Points Search

Measure

Distance Unit: Feet

Area Unit: Square Feet

Results (3)

Geometry

Perimeter: 398,923 ft

Area: 9,170,624 sq.ft

Geometry

Perimeter: 409,753 ft

Area: 2,979,804 sq.ft

Geometry

Perimeter: 116,504 ft

Area: 783,063 sq.ft

Zoom to Clear Add to map

Counties

- 2018 Photos
- 2018 Aerial Imagery
- 2015 Photos
- 2015 Aerial Imagery
- 2012 Photos
- 2012 Aerial Imagery
- 2010 Photos
- 2010 Aerial Imagery

Street No L... 1

Export Filter By

Status Address Parcel No Parcel Status Bldg Unit City Addr Zip Addr Id Comments

1 S 2801 ALLEN CREEK ROAD 15023 000094 A GAINESVILLE 30507 200407130718607552 Fire Services Training Center

FIRE MAINTENANCE SHOP



Address Points Search

Measure

Distance Unit: Feet

Area Unit: Square Feet

Results (5)

Geometry	Perimeter	Area
Geometry	376,017 ft	5,218,882 sq.ft
Geometry	179,096 ft	2,214,597 sq.ft
Geometry	171,167 ft	1,588,044 sq.ft
Geometry	276,977 ft	3,757,807 sq.ft

Zoom to Clear Add to map

Counties

2018 Photos

2015 Photos

2012 Photos

Street No L... 1 X

Export

Filter By

Parcel No

Parcel Status

Bldg

Unit

City

Addr Zip

Addr Id

Comments

1 S 2801 ALLEN CREEK ROAD 15023 00094 A

GAINESVILLE 30507

200407130718607552

Fire Services Training Center

EMERGENCY SERVICES COMPLEX



Address Points Search [?] [X]

Active Layer: Parcels

- Monuments
- Roads
- Citylimits
- Land Lots
- Land Districts
- Subdivision Lots
- Subdivisions
- 2M Contours
- Streams
- Future Flood Cross Stream Lines
- FEMA Flood Zones
- Future Flood Zones
- Lakes
- Soil Type
- Counties
- 2018 Photos
- 2018 Aerial Imagery
- 2015 Photos

Street No L... 1 X

Export Filler By

Parcel No	Parcel Status	Bldg	Unit	City	Addr Zip	Addr Id	Comments
1 P	470 CRESCENT DRIVE NORTHEAST	15033D000010	A	GAINESVILLE	30601	200407190718462981	

NEW FIRE STATION 1 AND WAREHOUSE
(UNDER CONSTRUCTION)



Landscape Area = 3.76 acres
 Per Donald = All in Green will Need to be Cut
 Pond Area (in blue) = Kept Up as Needed

SHEET 1 OF 1
 DATE: 6.22.2021
 SCALE: 1" = 100'
 JOB#: G2161321FS1
 FILE#: H7DRO
 DRAWN BY: MDS

LANDSCAPE MAINTENANCE EXHIBIT
 FOR :
**HALL COUNTY
 FIRE STATION #1**
 LOCATED IN
 G.M.D. 268
 DISTRICT 1
 HALL COUNTY, GEORGIA

Rochester
 & Associates, Inc.
 425 Oak Street N.W. Gainesville, Georgia 30501
 (770)718.0600 (770)718.9090 Fax www.rochester-assoc.com



Hall County Government

FINANCIAL SERVICES

Request for Qualifications/Pricing with Price Proposals

Date Issued: September 1, 2021

RFQ/P No: 42-009

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

DIRECTOR

Dena Bosten, C.P.A.

Landscape Maintenance Services

Pursuant to [County Ordinance Section 3.10.140](#) this Request for Qualifications/Proposals (“RFQ/P” or “Solicitation”) is being issued to establish a contract with a qualified contractor who will provide **Landscape Maintenance Services** to Hall County, Georgia (hereinafter, “County”) as further described in this RFQ/P.

No extension of the bidding period will be made other than by a formal written addendum to this Request for Qualifications/Pricing with Price Proposals (RFQ/P). See Schedule of Events for time and location.

Proposal submittal documents may be obtained by going to our Bids & Proposals website at <http://www.hallcounty.org/Bids.aspx>, then select the bid #42-009 titled ‘Landscape Maintenance Services’, click on ‘Request a Bid Package’, fill out the requested information, click ‘Submit’, and this will send an automatic request to our office. You may also contact us in the Purchasing Office at 2875 Browns Bridge Road, 4th Floor, Gainesville, GA 30504, or Phone 770-535-8270 or Fax 770-531-7112 to obtain the information at no charge.

The release of the solicitation and any subsequent addendums are only communicated through the posting of this RFQ/P as an event at <https://www.hallcounty.org/Bids.aspx>

This is the only official release site for this RFQ/P or any addenda that may be issued for same.

Contract, if awarded, will be on a lump sum basis or individual site basis, whichever is in the best interest of the County. No bid may be withdrawn for a period of sixty (60) days after time has been called on the date of opening.

The response submitted by the contractor shall be valid and held open for a period of **ninety (90) days** from the final solicitation closing date and that the contractor’s offer may be held open for a lengthier period of time subject to the contractor’s consent. All proposals will be evaluated in accordance with applicable Hall County rules, regulations and laws. This bid will be evaluated using a multi-step process. The first step is to evaluate “qualification” submissions. Factors to be considered in the evaluation include: ability of the professional staff, approach to project, experience on similar projects, performance on past projects and references for same services. This step will result in a “shortlist of qualified firms”.

During the evaluation process, the selection committee and the County reserve the right, when it may serve the County’s best interest, to request information or clarification from proposers or to allow corrections of errors or omissions. Once the “short list” is compiled, the second step is to evaluate

“cost proposal” which should have been submitted at the same time in a **separate sealed envelope** that references the contractor’s name, bid number, and bid title in the lower left hand corner. The firms short listed may be invited to interview with the committee. The County reserves the right to award bid to more than one vendor.

All questions regarding the solicitation should be directed in writing to Julie Dorough, Buyer, jdorough@hallcounty.org no later than 12:00 noon, September 20, 2021. Answers will be provided to all firms in the form of a published addendum.

This written proposal documents supersede any verbal or written prior communications between the parties. The County reserves the right to retain all proposals submitted and use any idea(s) in a proposal regardless of whether that proposal is selected. The Commissioners reserve the right to reject any or all bids, in whole or part, to waive technicalities and informalities or to select any bidder to complete the described Work. Award of Contract will not be solely based on low bid, but also on quality, references and other subjective criteria as the County may deem necessary and as the County may determine at its sole discretion. The Undersigned Bidder expressly understands that his proposal may be rejected by the County for any reason without liability on part of the County to the Undersigned Bidder.

Respectfully,

Hall County Board of Commissioners

Julie Dorough
Buyer

**Hall County Board of Commissioners
Request for Qualifications/Pricing
#42-009**

LANDSCAPE MAINTENANCE SERVICES



September 1, 2021

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I. Bidders Response (This section to be completed by the bidder)

RFQ/P No: 42-009

The undersigned agrees, if this bid is accepted within ninety (90) calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Request for Qualifications/Pricing at the price in the Bid Schedule.

Time discounts allowed for prompt payment as follows: Discounts of less than fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

_____ % Discount _____ Calendar Days

Prices to remain firm for ninety (90) calendar days or _____ calendar days after date of opening. Vendor must initial here if he changes the ninety (90) day requirement _____.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

Bidder Information
(Type or Print)

Name and Mailing Address or where to send payments
(Type or Print)

Name of Company

Name of Company

Address

Address

County State Zip Code

County State Zip Code

() _____
Phone Number

() _____
Phone Number

Email Address

() _____
Fax Number

| | | | - | | | | | | | | | |
Tax ID Number

Or | | | | - | | | - | | | | | | | | | |
Social Security Number

Name and Title of Person authorized to sign

Acknowledge receipt of all issued addenda by listing their numbers and dates of issuance below

Name: _____

Title: _____

Signature: _____

Bids not signed must be declared as "Non-Responsive" and not considered for award

II. **Scope:** The Hall County Board of Commissioners is soliciting bids from qualified contractors for Landscape Maintenance Services to be performed at various County owned and/or maintained facilities for period of twelve (12) months.

III. **Purpose of Contract:** Landscape Maintenance Services will be of varied types including, but not necessarily limited to the following: turf care and landscape/planning maintenance.

IV. **Schedule of Events:**

The schedule of events set out herein represents the County’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFQ/P will be publicly posted prior to the closing date of this RFQ/P. After the close of the RFQ/P, the County reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of RFQ/P	September 1, 2021	8:00 a.m.
Pre-Bid Conference Location: See Attachment B for locations Attendance is: Mandatory	Tuesday, September 14, 2021 AND Wednesday, September 15, 2021	9:00 a.m. 10:00 a.m.
Deadline for written questions sent via email to the Issuing Officer	Monday, September 20, 2021	12:00 p.m.
Collective responses to Written Questions by County Issued Addendum	Tuesday, September 21, 2021	3:00 p.m.
<u>Proposals Due/Close Date and Time</u> <u>Required Submittal Location:</u> <u>2875 Browns Bridge Road, 4th Floor, Gainesville, GA 30504</u>	Friday, September 24, 2021	3:00 p.m.
Proposal Evaluation Completed (on or about)	1 Week after Closing	N/A
Initial Evaluation Committee Meeting to Review Scored Proposals	1.5 Weeks after Closing	N/A
Negotiations with Identified contractor(s) (on or about); discretionary process	2 Weeks after Closing	N/A
Final Evaluation (on or about)	2.5 Weeks after Closing	N/A
Finalize Contract Terms	3 Weeks after Closing	N/A
Notice of Intent to Award [NOIA]	3.5 Weeks after Closing to be Published by Purchasing Division.	N/A
Notice of Award [NOA]	Date of Executed Contract to Contractor -approx. 5 Weeks after Closing	N/A

V. General Requirements:

1. The contractor shall be responsible for all work performed in support of this contract. Hall County allows the use of sub-contractors under this contract to fulfill the scope of work. Sub-contractors shall perform no work, unless pre-approved by the County. Sub-contractors should be disclosed within the bid at the time of bid submissions. If the bidder intends to use a sub-contractor to fulfill one entire segment of this contract, then the bidder should submit to the County references for the sub-contractor. Once the County has awarded the contract, the contractor cannot change sub-contractors without seeking pre-approval from the County. The County reserves the right to check all references and conduct background checks on any changes to sub-contractors and/or workers performing work under this contract. Sub-contractors shall be paid at the same labor rate and same materials marked up rate as stated on bid schedule. The contractor shall be wholly responsible for the quality of their sub-contractor's work. The contractor shall not award more than seventy-five (75) percent of the work to sub-contractors on any project, without prior approval of the County Representative.
2. The contractor shall provide all equipment, tools, and/or services required to complete specified work. Hall County will reimburse for custom equipment rentals at cost only, no markup allowed. All equipment rentals require pre-approval by County staff.
3. The Contractor shall not accept any request for Landscape Maintenance Services projects or change orders without communication with the Hall County Purchasing Division.
4. Any and all change order requests by the Contractor, must be submitted in writing and approved through the Hall County Purchasing Division. For any work performed outside the contract agreement for which compensation over and above the agreement occurs; there must be an accompanying approved change order. If work is done before issuance of change order approval and revised purchase order, the change may be rejected or denied for compensation.
5. Contractor shall provide copies of the following Licensing with their bid response:
 - Valid Business License
 - Commercial Applicators License
 - Contractors Application License
6. Mandatory Pre-Bid Site Inspections: Contractors shall be responsible for confirming site conditions and dimensions by attending a pre-bid site inspection on Tuesday and Wednesday / September 14, 2021 and September 15, 2021 supervised by Fire Services Support Services Division Chief, Donald Petering. Each landscaped site must be visited and inspected. Your firm will be considered non-responsive if each site is not visited and inspected. Additional price revisions for recalculation of site dimensions will not be accepted after the award of contract.

VI. Specifications

1. Turf Care:
 - A. Mowing:
 - Considering topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut.
 - At no time are any mowers to exceed 7 mph on any turf area due to the increased risk of an unexpected injury to staff. Mowers must have shrouds

in the down position at all times.

- No abrupt turning or sliding of equipment which results in turf damage shall occur.
- Contractor shall be responsible for mowing drainage ponds, drainage ditches, retention ponds, lakes, etc. to the "then existing" water's edge. The Contractor shall make mowing adjustments in response to fluctuating water levels.
- All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. Mowing equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" and/or scalping effect, which would negatively affect growth, health and appearance of grass. Grass clipping must not be discharged toward the water.
- Mowing Restrictions:
 - When operating equipment near pedestrian and vehicular traffic areas, the equipment operator must be aware of individuals and the flow of traffic. When pedestrians or vehicular traffic is present, Contractors staff must either stop work or angle equipment away from pedestrians or vehicular traffic. Pedestrians and vehicular traffic shall not be impeded, harmed, and/or damaged.
 - All mowers should remain on grassed shoulders when in operation, without a deck being raised, so as not to create hazards for the traveling public or to interfere with the travel lanes.

B. Clippings Removal / Handling:

- "Litter/Debris Removal" – Prior to and day of commencement of work (mowing, edging, trimming, and/or pruning) for each location indicated for each Service Area, the Contractor shall inspect the service area location and remove all litter and debris. The Contractor shall be required to remove all litter, trash, leaves, branches, and any and all other accumulated debris prior to mowing, edging, trimming, and/or pruning.
 - Litter and debris may consist of paper, plastic, boxes, bottles, cans, cigarette butts, tires, rubber pieces, mattresses, appliances, lumber, metal pieces, hubcaps, vehicle parts, fallen tree/bush branches, and palm fronds, leaves, trimmed vegetation on paved surfaces, animal carcasses, and other items not considered normal to turf.
- All vegetative debris, including, but not limited to, grass clipping, fallen tree/bush branches, pruning debris, shall be removed from County property after each service. The use of bagging attachments is recommended, but not required.
- All litter and debris must be deposited into trash bags prior to being placed into disposal vehicles. Larger pieces such as ladders, tires, mattresses, etc., may be directly deposited into disposal vehicles.

- Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment.
- Additional litter removal cycles may be requested by the County between mowing cycles. Contractors must include this service in the overall proposed costs. No additional line items or contract amendments will be issued for this service.

C. Trimming / Edging:

- Areas inaccessible by mowers shall be cut by string trimmers. Trimming shall be done around buildings, in front of, behind, under or around, and beyond roadside obstacles, around landscaped beds, along curb bullnoses, roadway curbs, walls, fences, established/planted trees, non-landscape area shrubs and wildflower areas to provide an attractive appearance.
 - Roadside Obstacles shall be defined as posts, buildings, lights, signs, tree, public utility installations, sprinkler heads, valves, and otherwise where needed and in concurrence with each mowing.
- Herbicides shall be used to treat buffer areas around the obstacles such as buildings, pole, etc. This is necessary to guard against damage by string trimmers.
- Trimming shall be done by hand carried equipment, or by equipment that will not cause damage to public or private property.
- If an area has inadequate vegetative cover; has damaged vegetation such as rutted or eroded areas; or has fragile soils that are likely to be rutted or eroded by mowing equipment, trimming of vegetation shall be conducted by hand carried trimming equipment.
- All cracks and joints in concrete, asphaltic concrete surfaces, and brickwork shall be cleaned by trimming and are to be blown and sprayed with herbicide.
- Maximum herbicidal kill line shall not exceed four (4) inches.

D. Aeration:

- All lawn areas shall be aerated annually.
- Coring type aerators shall be used.
- Fescue lawns shall be done in September.

E. Fertilization, Lime, and Mineral Placement:

- All landscaped areas require, adequate fertilization, lime, and mineral placement to ensure that all vegetation is healthy and growing vigorously. Amount of fertilizer, lime, and minerals depend on species, length of growing season, soils, and rainfall. Distribution should ensure an even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages must follow local recommendations.

F. Over Seeding: Report must be submitted when the below is completed.

- Fescue lawns shall be over seeded in the fall in conjunction with aeration and fertilization listed above.
- K-31 tall fescue seed shall be used.
- Seed shall be applied at a rate of three (3) to five (5) pounds per 1,000 sq. ft.

G. Application of Herbicide and Pesticide:

- Before any herbicide or pesticide is used on any County landscaped site, it must be pre-approved for use by the County Project Manager or their designee. Contractor must provide the County with updated listing of all chemicals and copies of Material Data Safety Sheets (MSDS) or Safety Data Sheets (SDS).
- Any time that herbicides or pesticides are being applied, the Contractor must at all times employ and have on-site an employee who has a valid State of Georgia pesticide license to perform and/or supervise the application of chemicals. Proper signage must be placed in sprayed areas prior to application to notify about upcoming application and also prior to leaving site after application. Signage must have essential Contractor contact info and spray ingredients listed on it.
- Herbicides and pesticides shall be of the best quality obtainable, properly labeled with guarantee analysis, and brought to each job site in the manufacture's original container, or appropriate and properly labeled secondary container. All shall be environmentally safe and comply with all federal, state and local environmental regulations, polices and statutes.
- No herbicide or pesticide is to be applied at, near or along any drainage inlets, pipes or grates. Do not spray if winds are sustained at 15 MPH or greater.
- A hood covering the herbicide or pesticide spray applicator wand must be used. Contractor shall take all precautionary measures to ensure all herbicide or pesticide treatments will not take place during high winds or rainstorms that may allow herbicide spray onto native or off target species. Pre-emergent and selective herbicides are recommended.
- Certain vegetation may not receive pre-emergent applications to avoid damage.
- Herbicides shall not be used in areas where their use will cause or promote erosion, i.e. near a body of body of water.
- No herbicide is to be applied around any ornamental grass species.
- Fescue lawns shall be treated with a pre-emergent herbicide in late winter and early spring.
- Post emergent herbicides shall be used to control broadleaf weeds during the growing season.

H. Disease and Insect Inspection:

- Disease and insect control of vegetation will be carried out when disease or insects are inflicting noticeable damage, reducing vigor of vegetation, or whenever the situation could be considered a bother to the public.

2. Landscape Plants, Planting Beds and Natural Areas:

A. Trimming and Pruning:

- Shrubs and trees of up to 4" caliper and 12' height, shall be trimmed and pruned by the Contractor.
- Limbs hanging into right of way shall be cut back in aesthetic fashion to ensure uniform mass. No branches shall overhang sidewalks.
- All dead laying branches/palm fronds or hanging dead branches/palm fronds must be removed with each service.

- Any sick, diseased or damaged vegetation must be punctually reported to the County Project Manager or their designee.

B. Bedding for Landscaped Areas:

- The perimeters of all planting beds and natural areas shall be trenched 4” deep and maintained year round.
- Remove and replace mulch and/or pine straw in beds two separate times per year; however, this amount may vary based upon needs of the County. The Project Manager shall provide reapplication dates to Contractor on an as needed basis.
- The color of mulch for landscape sites will vary. The Project Manager shall specify the desired color of mulch at each site before initial placement and before every mulch reapplication.

C. Weed Control:

- Planting beds and natural areas shall be treated with herbicide and hand weeded to remove weeds year round.
- Undergrowth in natural areas shall be controlled by mechanical and post emergent herbicidal means year round.

3. Traffic Control:

- At a minimum, abide by the Manual of Uniform Traffic Control Devices (MUTCD), current edition, for traffic control guidance. All service operations shall install applicable Maintenance of Traffic (MOT) signage and cones.
- If for any reason that any equipment/vehicles should be in the traveling lane, a shadow vehicle with crash attenuator shall be used. The use of an Arrow Board may also be applicable according to the GDOT Index being utilized.
- Operations may be restricted when, in the opinion of the County Project Manager or their designee, the continuance of the work would seriously hinder traffic or is unsafe

4. Facility Restrictions:

- Fire Stations may be maintained between the hours of 7:00 A.M and 7:00 P.M., Monday – Saturday.
- Fire Training Center/Vehicle Shop may be maintained between the hours of 8:00 A.M. and 5:00 P.M., Monday - Friday
- Emergency Services Complex may be maintained between the hours of 7:00 A.M and 7:00 P.M., Monday - Saturday
- No landscaping employees shall be allowed in the inside of a fire station living quarters or apparatus bay unless accompanied by a Fire Services representative.

5. Service Locations: The specifications of this RFQ/P cover the Hall County locations identified on Attachment A. Additional locations may be added as required by the County. A price revision will be negotiated for any approved site revisions.

6. Quality Acceptance:

- Any areas that are not mowed due to insufficient overlap of the mowers

or depression of the vegetation by the mowing equipment will not be accepted and must be mowed again.

- Mowing Height to Be Followed:

Grass Type	Minimum Cut Height	Max Cut Height
Fescue	3"	3" to 4"
Bermuda or Zoysia	1"	2"

- Contractor shall report Performance deficiencies to the County within twenty (24) hours of identification.
- Correct Mowing Service Quality Acceptance deficiencies no later than twenty-four (24) hours following receipt of a County issued Contract Breach Notice.
- Scalping and rutting of the turf constitutes a performance deficiency and must be repaired at no cost to the County before the next mowing cycle.
- If the Contractor's work does not meet the completion target per the contract requirements, the Contractor shall promptly take such action as is necessary to remedy the delay, and shall submit promptly to the Department for approval a supplementary schedule or corrective action plan demonstrating the manner in which the delay will be remedied. Any increase in cost incurred in remedying a delay which is not excusable under the contract shall be borne by the Contractor.
- Damages: Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the County or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's Staff to the County Project Manager, or their designee. A written incident report must be completed and submitted by the Contractor within twenty-four (24) hours of the event. The County Project Manager or their designee will supply report forms, as required, for Contractors to report any damages. Damages during times that County Offices are closed shall be reported to the Police Department Duty Officer with a request to call the County Project Manager or their designee, as necessary.
If applicable, the County Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where damages are involved, the County Project Manager and the Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the County or shall punctually issue reimbursement within a time frame approved by the County. All such matters shall be put forth in writing and signed by both parties.

VII. Content and Format of Proposals:

The proposals shall contain the following information and shall be submitted in the following format:

1. Introductory Letter
 - Firm Name
 - Business Address
 - Contact Name
 - Former Firm Names, Joint Venture Information, Out of State Offices, if applicable.
 - Statement of which office will handle the service, if multiple offices.
 - Statement that the proposal will remain in effect for and not be withdrawn for ninety (90) days after the date due to Hall County.
 - Statement acknowledging and the receipt of each and every Addendum that Hall County may issue to the RFQ/P.
 - Statement that, if selected, bidder shall negotiate in good faith with Hall County.
2. Experience and Workload
 - Firm must review and answer all mandatory questions and mandatory scored questions. (See Attachments for all mandatory questions)
3. Contact Approach
 - Firm must review and answer all mandatory questions and mandatory scored questions. (See Attachments for all mandatory questions)
4. Price Proposal
 - A complete service price proposal is requested in a separate sealed envelope for the purpose of reviewing costs after the selection committee has reviewed all proposals.
 - Price Proposal Scoring: The County may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The Contractor deemed to have the most competitive cost proposal overall, as determined by the County, will receive the maximum weighted score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, the County may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

Note: Failure to meet the requirements of this section shall result in a proposer being deemed “non-responsive”, and the entire submittal will be rejected.

VIII. Receipt and Submission of Proposals

Firms should submit two (2) hard copies of their proposal; one (1) of which must be marked "Original" and one (1) marked as "Copy", and one (1) copy uploaded on flash drive. The Mandatory Questions, Mandatory Scored Questions, and Price Proposal must be unlocked and uploaded to the flash drive in the original formatting that was utilized by the County. Please submit proposals to the following address:

Courier Service (FedEx, UPS) or Hand Delivery:

Hall County Government
Attn: Julie Dorough, Buyer
Financial Services Department
Purchasing Division
2875 Browns Bridge Road, 4th Floor
Gainesville, GA 30504

Mailing Address:

Hall County Government
Attn: Julie Dorough, Buyer
Financial Services Department
Purchasing Division
P.O. Drawer 1435
Gainesville, GA 30503

Hall County accepts no responsibility for any expense incurred by proposers responding to this RFQ/P; such expenses are the responsibility of the proposer.

Proposals submitted after the deadline, Friday, September 24, 2021, at 3 pm will not be accepted under any circumstances. Faxed or emailed qualifications are not acceptable.

All questions regarding this solicitation shall be submitted in writing to:

Hall County Government
Attn: Julie Dorough, Buyer
Hall County Financial Service
Purchasing Division
P.O. Drawer 1435
Gainesville, GA 30503
Email: jdorough@hallcounty.org

All bid responses become the property of Hall County Board of Commissioners and will not be returned. No proposal may be withdrawn for a period of ninety (90) days after time has been called on the date of opening.

All qualification submittals will be evaluated in accordance with applicable Hall County rules, regulations, and laws. Evaluation of firms submitting statements of qualification for this project will be based on qualifications, experience, and performance on past projects along with references. During the evaluation process, the selection committee and the County reserve the right, when it may serve the County's best interest, to request information or clarification from proposers or to allow corrections of errors or omissions.

IX. Selection Process:

The selection process will include a Selection Committee. The committee will evaluate the proposals and qualifications presented by the interested proposers (**Step One**). If necessary, the committee will schedule interviews of the “short-listed” consultants (**Step Two**). The County reserves the right to conduct site visits or to invite contractors to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all Contractor requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Contractors are not permitted to revise their responses as part of the presentation and/or demonstration. Cost proposals and related cost information must not be discussed during the oral presentation of the contractor’s technical solution.

X. Evaluation and Award

This section contains the detailed technical requirements and related services for this RFQ/P. Contractors are required to download, complete and then upload the Worksheets titled “Mandatory Response Worksheet”, “Mandatory Scored Requirement Worksheet”, and “Cone of Silence” Requirements found as attachments in the RFQ/P. Although many solicitations will contain all of the worksheets noted above, it is possible that a solicitation will not contain all three worksheets. In the event all three worksheets are not available as downloadable forms to this RFQ/P, please confirm with the Issuing Officer that all three worksheets are not required.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the contractor’s response. These worksheets together with any and all other required documents submitted in response to this solicitation will be considered the contractor’s technical proposal.

The County has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The County will not tailor these needs to fit particular solutions contractors may have available; rather, the contractors shall propose to meet the County’s needs as defined in this RFQ/P. All claims shall be subject to demonstration. Contractors are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

X.1 Technical Proposal Introduction

All of the items described in this section are service levels and/or terms and conditions that the County expects to be satisfied by the selected contractor. Each contractor must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO MANDATORY REQUIREMENTS AND MANDATORY SCORED RESPONSES.

X.1.1 Mandatory Requirements

As specified with each requirement listed in the **Mandatory Response Worksheet**, the contractor must indicate whether its proposal meets the individual requirements by marking either a providing an answer and/or attaching the requested documents in the response block(s) provided. Responses to the Mandatory Response Worksheet are not scored. They are used to determine if a Contractor is both Responsible and Responsive.

X.1.2 Mandatory Scored Response

As specified with each requirement listed in the **Mandatory Scored Response Worksheet**, the contractor must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. All requirements labeled “Mandatory Scored” must be met by the contractor. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section X of this RFQ/P.

X.2 Cost Proposal Introduction

Each contractor is required to submit a cost proposal as part of its response. To expedite the evaluation process, the County reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the RFQ/P Proposal Factors.

The cost proposal will be evaluated and scored in accordance with Section X of this RFQ/P. By submitting a response, the contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the County may require through the negotiated contract period and;
4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the RFQ/P, will be treated as non-responsive and may not be considered for award; and
5. In the event there is discrepancy between the contractor’s unit price and extended price, the unit price shall govern;
6. In the event there is a discrepancy between (1) the contractor’s pricing as quoted on the RFQ/P’s provided cost worksheet and (2) the contractor’s pricing as quoted by the contractor in one or more additional documents, the former shall govern; and
7. Unless otherwise specified in any terms and conditions attached to the RFQ/P, all product deliveries will be F.O.B. destination and all shipping charges must be included in the quoted pricing structure; and
8. Unless expressly permitted by the RFQ/P, responses containing provisions for late or interest charges cannot be awarded a contract. Contractors must “strikethrough” any such provisions in printed forms and initial such revisions prior to submitting a response to the County; and
9. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the RFQ/P; and
10. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the RFQ/P or contract; and
11. Unless permitted by the solicitation, responses requiring payment from the County in less than thirty (30) days will be considered non-responsive; and

12. The County is exempt from certain taxes and no provision for such taxes should be included in the contractor's response.

X.2.1 Cost Scoring

The County may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The contractor deemed to have the most competitive cost proposal overall, as determined by the County, will receive the maximum weighted score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, the County may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

X.3 Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	Cost of proposed products and/or services	200 points
Technical/Proposal Factors	"Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	"Mandatory Scored"	800 points
Total	N/A	1,000 points

X.4 Selection and Award

The County reserves the right to: (a) waive minor irregularities, variances or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Contractors; (d) request resubmissions from all Contractors; (e) award in whole, in part; or by line item and (f) take any other action as permitted by law. The County reserves the right to provide for similar and/or additional services from other companies if the County so deems necessary. If the County elects to exercise this right, the contract awarded under this solicitation shall remain in effect as for to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Contractor agrees and understands that any contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the County may, at any time, secure similar or identical services, or award more than one contract under this solicitation, at its sole option.

The primary intent of this RFQ/P is to identify a single source to provide all of the needed goods and/or services; however, the County reserves the right to make split awards.

XI. Quantities

None of the user departments, individually or collectively, shall be required to utilize a contract to any minimum or maximum amount during the life of a contract issued as a result of this invitation. The County, when entering into a service contract, reserves the right to solicit for bid any single service or group of like service needs covered by such a contract, separately from said contract when deemed advantageous to the County to do so.

XII. Exception to Contract and Order of Preference

Exception to Contract

By submitting a proposal, each contractor acknowledges its acceptance of the RFQ/P specifications, and the contract terms and conditions without change. If a contractor takes exception to a contract provision or Solicitation Requirement, the contractor must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFQ/P.

In the event the contractor is selected for potential award, the contractor will be required to enter into discussions with the County to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the contractor. The County reserves the right to proceed to discussions with the next best ranked contractor.

The County reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful contractor. Exceptions that materially change the terms or the requirements of the RFQ/P may be deemed non-responsive by the County, in its sole discretion, and rejected. Contract exceptions which grant the contractor an impermissible competitive advantage, as determined by the County, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

Order of Preference

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the County and the Contractor attached hereto), the RFQ/P (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the executed contract.
- (ii) Second, by giving preference to the specific provisions of the RFQ/P.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the County in writing shall not be included in this Contract and shall be given no weight or consideration.

XIII. Sample Contract – (This form will be filled out at time of Award. Do not submit at this time)

**State of Georgia
County of Hall**

Contract No: 42-009

**Sample Agreement for
Landscape Maintenance Services**

This agreement, made and entered into this _____ day of _____, 2021, by and between the Hall County Board of Commissioners, 2875 Browns Bridge Road, Gainesville, GA 30504 (hereinafter referred to as "County") and _____ (hereinafter referred to as "Contractor").

Witnesseth:

Whereas, the County intends to provide for Landscape Maintenance Services per the Bid #42-009 herein referred to as the "project" and has entered into an agreement for the necessary services or products provided by the project, and;

Whereas, the contractor desires to perform the project.

Hall County's Request for Qualifications/Pricing with Price Proposals #42-009 issued on September 1, 2021, for Landscape Maintenance Services, the bidders response on same (all originals are on file in the Hall County Purchasing Division, 2875 Browns Bridge Road, 4th Floor, Gainesville, GA 30504), and this contract are all incorporated into and made a part of this agreement by reference.

Attachment A: All Terms and Conditions _____ Attachment B: Contractors Response _____
Attachment C: Contractors Cost Data _____ Attachment D: Any Other Documents _____

(Note: Insert here the content of the bid items and requirements for the contract.)

If any paragraph, sub-paragraph, sentence, clause, phrase, or any portion of this agreement be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid, or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

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

Subscribed and sworn to in our presence this _____ day of _____, 2021

Hall County, Georgia

By: _____
Richard Higgins, Chairman
Board of Commissioners

Notary Comm. Exp.

Subscribed and sworn to in our presence this _____ day of _____, 2021

Contractor Name

By: (SAMPLE CONTRACT – DO NOT SIGN)
Authorized Signature

Notary Comm. Exp.

XIV. Terms and Conditions – Request for Qualifications/Pricing with Price Proposals

1. Changes: No change will be made to this Request for Qualifications/Pricing except by written modification by the County Purchasing Office. Requests for interpretation or changes must be in writing and received at least (10) ten calendar prior to the time set for opening of the proposals.

The County reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. Any and all changes must be authorized by a written contract amendment issued by the County's Purchasing Division. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the County shall be determined by mutual agreement of the parties before starting the work involved in the change.

2. Signing of Proposal: Failure to sign your proposal in "original form" will force your bid to be declared as "non-responsive" and not considered for award.
3. Bid Acceptance Time: Bids requiring acceptance by the County in less than ninety (90) calendar days could be rejected, unless so stated and accepted by the County.

4. Bid Identification: All bids submitted as a result of this Request for Qualifications/Pricing must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope: **RFQ/P 42-009/ September 24, 2021**

5. Withdrawal of Bids: Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of ninety (90) days after time has been called on the date of opening.

6. Bonds and/or Security Deposit:

- 6.1. Bid Bond: The Bid Bond must be in an amount equal to five percent (5%) of the overall bid price, payable to the County, and issued by a Surety authorized to do business in the State of Georgia, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the contract. The Bid Bond shall be submitted in a separate, sealed envelope marked "Bid Bond". The Bid Bond shall apply ONLY TO THIS BID. The Bid name and number must appear on the bond. The bond must remain in full force and effect until the Bidder executes the final Contract. Bids not satisfying the bonding requirements of this project will be declared nonresponsive.

If the bidder withdraws its bid from the competition after the selection of its bid for a reason not authorized by Georgia law, the County will proceed on the Bid Bond, along with any other available remedies.

- 6.2. Payment and Performance Bonds: This contract does not require a payment or performance bond.

- 6.3. Security Deposit: The Contractor must pay a cash security deposit or provide an irrevocable letter of credit in the amount of not less than five percent (5%) of the total contract award. The cash security deposit or irrevocable letter of credit shall be returned to the Contractor upon faithful performance and completion of this agreed upon contract. However, should Contractor fail to meet the terms and conditions for which the cash security deposit or irrevocable letter of credit are intended to secure, then the County shall be entitled to demand payment from the lending institution or shall be entitled to retain all or such portion of the cash security deposit as is required to meet the obligations of the contract.
7. Site Inspections: The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Request for Qualifications/Pricing. The site inspection is a **mandatory** requirement to submit a response for this bid.
8. Award of Contract: Award will be made to that responsible bidder whose bid, conforming to the Request for Qualifications/Pricing, will be most advantageous to the County; price and other factors considered. The County reserves the right to reject any and/or all bids submitted and to waive any technicalities or minor irregularities in bids received. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis or individual item basis, whichever is found to be in the best interest of Hall County.
9. Non-Discrimination:
- 9.1. Non-Discrimination: The vendor assures to provide services in a manner that does not discriminate on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained service animal.
- 9.2. Americans with Disabilities Act (ADA): The vendor agrees to comply with Hall County's ADA notice and procedures. They are available upon request and are accessible on Hall County's website. Anyone who requires accommodation to access Hall County's services or programs because they have a qualified disability may contact Hall County's ADA Coordinator at 770-531-6952, 48 hours prior to the scheduled event or as soon as possible.
10. Exceptions to Specifications: Any award resulting from this Request for Qualifications/Pricing shall bind the proposer to all terms, conditions, and specifications set forth in this Request for Qualifications/Pricing. Proposers whose proposals do not conform should so note on separate page if necessary and/or on the bid schedule. While the County reserves the right to make an award to a nonconforming proposer, when in the best interest of the County, such awards will not be readily made, and proposers are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by proposer unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this Request for Qualifications/Pricing and so stated.
11. Proposal Results: Interested parties may request, in writing, a bid tabulation after award of RFQ/P has been approved by Board of Commissioners.

12. Payment: Payments will be made upon all items completed each month or completion of all work and acceptance by the County on invoices submitted and approved by the proper County representative within (30) thirty days receipt of invoice unless Paragraph 14 applies. Invoices are to be submitted to accountspayable@hallcounty.org or mail them to:

**Hall County Board of Commissioners
Attn. Accounts Payable
P. O. Drawer 1435
Gainesville, GA. 30503**

- 12.1. Itemize all invoices in full. Mail the original and one copy of your invoice to the address above. Each invoice is to include the following minimum information:

- | | |
|-------------------------------|---|
| 1. Date invoice is submitted; | 5. County Division; |
| 2. Purchase order number; | 6. Item (s) or service |
| 3. Payment terms; | 7. Quantity of each item or service |
| 4. Date of transaction; | 8. Bid price of each item or service with any discount; |

Invoices received with any of the required information listed above missing will not be considered as a "Correct Invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.

- 12.2. Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with specifications, quantities, and price as set forth on the purchase order. A Hall County employee's signature must appear on the delivery receipt or invoice.
- 12.3. Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. Hall County is exempt from taxes, however the successful bidder shall pay all taxes required of him by law and Hall County cannot exempt others from tax.
- 12.4. Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia prompt pay act (House Bill 837; 13 O.C.G.A. Chapter 11 Et. Seq.).
13. Retainage: Not applicable for this service.
14. Discounts: Prompt payment discounts offered for a period of less than fifteen (15) days will not be considered in determining the low proposer on this Request for Qualifications/Pricing. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the county, whichever is later.
15. Inquiries Regarding Payment: All inquiries regarding payment of **invoices are to be directed to Accounts Payable at accountspayable@hallcounty.org**, (770) 531-8270 or mailed to the following address:

Hall County Board of Commissioners
Financial Services Department
Attn: Accounts Payable
P.O. Drawer 1435
Gainesville, Georgia 30503.

16. Execution of Contract: Subsequent to the award, the successful proposer will be presented with a contract. Contract is to be executed within ten (10) calendar days of “**Notice of Intent to Award**”. The date of presentation shall be deemed to be the postmark date. The successful proposer’s proposal and this Request for Qualifications/Pricing shall be incorporated into the contract, except to the extent that this Request for Qualifications/Pricing conflicts with the contract, in which case the provisions of the contract shall take precedent.
17. Certificate of Insurance: The professional agrees to procure all of the insurance specified below:
 - 17.1. Workers’ Compensation Insurance for all employees who are engaged in the work under the contract.
 - 17.2. Public Liability and Motor Vehicle Liability Insurance: The professional shall take out and maintain during the life of this contract, such public liability and motor vehicle liability insurance as shall protect him glide performing work covered by this contract from claims for damages which may arise from operations by himself or by any other person directly or indirectly employed by him and the amounts of such insurance shall be as follows:
 - 17.2.1. Public Liability Insurance in an amount not less than \$1,000,000.00 on account of one occurrence.
 - 17.2.2. Motor Vehicle Liability Insurance on all motor vehicles owned, leased or otherwise used by the professional in an amount not less than \$500,000.00 (combined single limit) for bodily injury including death and property damage combined.
 - 17.3. Professional Liability Insurance: The professional shall procure and maintain during coverage in the amount not less than \$1,000,000.00.
 - 17.4. The insurance company must be licensed to do business in the state of Georgia.
 - 17.5. The professional shall furnish to Hall County, a certificate of insurance covering the work as required above as evidence that the insurance required will be maintained in force for the entire duration of the work performed under this agreement.
 - 17.6. The cancellation of any policy of insurance required by this agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in OCGA 33-24-44.
 - 17.7. Each policy of insurance required under this agreement shall x1 provide for notice requirements under the laws of the State of Georgia as set forth in OCGA 33-24-44 and by endorsement shall provide that the County will receive a copy of said notice of cancellation.

- 17.8. A certificate of insurance with a cancellation provision which provides for less notice than that required by OCGA 33-24-44, or which provides that failure to give the written notice will not impose any responsibility upon the insurer, will be considered as an endorsement of the referred to in the certificate and shall constitute a basis for insurance rejection of the insurance by the county.
- 17.9. In addition to its agreement to obtain and maintain the insurance as set forth herein above, the professional agrees to indemnify and hold harmless the County, its officers, agents and employees from any and all claims against the county, its officers, agents, and employees, which arise out of any act or omission of the professional or any consultant employed by the professional or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the professional or any consultant employed by the professional or any of their officers, employees or agents, which condition which a result of work performed under the contract.
18. Cancellation of Insurance: If the insurance is canceled, the contractor shall deliver to the Owner new policies of insurance. Should the Contractor neglect to obtain and maintain in force such insurance and deliver such policy or policies, then it shall be lawful for the Owner to obtain and maintain such insurance.
19. Inclusion: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Request for Qualifications/Pricing will be the responsibility of the successful proposer to provide at no other cost to the county unless so stated on the successful proposer's proposal as additional cost items and accepted by the county at the time of the award and/or contract.
20. Regulatory Agencies: Successful proposer will be responsible for all required permits or license required by regulatory agency of the County, county, state, or federal governments. Further, successful proposer will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said governments or any independent agency recognized by said governments as publisher of any such regulation (s) or guideline (s).
21. Independent Contractors: The proposer represents to Hall County that he is fully experienced and properly qualified to perform the functions provided herein and that he/she is properly equipped, organized, and financed to perform such functions. The proposer shall finance his/her own operations hereunder, shall operate as an independent contractor and not as an agent of hall county and nothing contained in this Request for Qualifications/Pricing or a contract resulting from same shall be construed to constitute the proposer or any of his/her employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the county nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.
22. Assignment of Contractual Rights: It is agreed that the successful proposer will not assign, transfer, convey, or otherwise dispose of a contract that results from this Request for Qualifications/Pricing or his/her right, title, or interest in or to the same, or any part thereof, without written consent of the County.
23. Starting Time: Work will commence within ten (10) calendar days after being issued a **“Notice to Proceed”** on the project and commence in a routine, orderly manner until completion and acceptance by the county.

24. Change Orders: Any and all change order requests by the successful bidder must be approved through the Hall County Purchasing Policy. Any work performed outside the contract agreement for which compensation over and above the agreement occurs; there must be an accompanying approved change order. If work is done before change order approval, the change may be rejected or denied for compensation.
25. Indemnity: Successful proposer agrees, if entering into a contract as a result of this Request for Qualifications/Pricing, to defend, indemnify, and hold harmless Hall County from any and all courses of action or claims of damages arising out of or related to proposer's performance or actions or those of his/her employees or agents, under said contract.
26. Termination: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Request for Qualifications/Pricing, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of Hall County, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the board in a public meeting and such action entered in the official minutes of the hall county commission.
27. Appropriation of Funds: Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract (s).
28. Notice of Default: If there is a default event caused by the Contractor, the County shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the County's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the County may:
 - I. Immediately terminate the contract without additional written notice(s); and/or
 - II. Enforce the terms and conditions of the contract and seek any legal or reasonable remedies; and/or
 - III. Exercise remedy of liquidated damages in an amount equal to 75% of the Quote Price Per Unit Measure, times the amount of quantity that is in contract violation; and/or
 - IV. Procure substitute services from another source and charge the difference between the contract and the substitute contract to the defaulting Contractor.
29. Cancellation for Cause: Should either party fail to comply with the terms and conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the terms and conditions of this contract. The other party shall have fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of thirty (30) calendar days following the date of the initial letter of complaint.
30. Changes to Contract: No change will be made to this contract except by written modification by the Contracts Administrator.
31. SAVE Program Affidavits. To be eligible to receive an award of a contract involving the physical performance of services, Contractor must provide an updated Systematic Alien Verification for Entitlements (SAVE) Program Affidavit showing their compliance with the

requirements of O.C.G.A. § 13-10-91 to County at the time of bid submission. Contractor is further required to collect and submit to County an updated SAVE Program Affidavit from any Sub-Contractor(s) performing physical services of a value exceeding \$3,500.00 prior to the initiation of physical services by Sub-Contractor(s).

Special Terms and Conditions

32. Scope: To provide Landscape Maintenance Services with firm pricing for a 12-month period. This contract will begin upon contract execution and be in effect until June 30, 2022.
33. Renewal: The successful bidder may be allowed two (2), one (1) year renewals of this contract all upon the same terms and conditions. Price adjustments may be granted at the renewal date provided that, when County notifies bidder of intent to renew contract, the successful bidder submits County their intent to extend agreement and any price changes requested for the renewal period. Rejection of the requested price increase will result in a re-bid of this contract.
34. Quantities: Hall County shall not be required to purchase any minimum amount of products or services from the successful bidder during the contract period. However, quantities ordered will be based on the needs of the County and will be priced per the contract pricing.

**RFQ/P #42-009
Attachment A**

Service Locations

The specifications of this RFQ/P cover the following Hall County locations. Additional locations may be added as required by the County.

1. Fire Services Training Center
2801 Allen Creek Rd
Gainesville, GA 30507
2. Fire Services Vehicle Maintenance Shop
2801 Allen Creek Rd
Gainesville, GA 30507
3. Fire Services Training Center Burn Facility
2801 Allen Creek Rd
Gainesville, GA 30507
4. Fire Services Training Center Mobile Classroom
2801 Allen Creek Rd
Gainesville, GA 30507
5. Emergency Services Complex
470 Crescent Dr.
Gainesville, GA 30501
6. Hall County Fire Station 01
2460 Athens Highway
Gainesville, GA 30507
(To be replaced by new Station 1 opening October 2021)
3126 Gillsville Hwy
Gainesville, GA 30501
7. Hall County Fire Station 02
6012 Hulsey Road
Clermont, GA 30527
8. Hall County Fire Station 03
4660 Ledan Ext.
Gainesville, GA 30506
9. Hall County Fire Station 04
2940 McEver Rd
Gainesville, GA 30504
10. Hall County Fire Station 05
4187 Falcon Pkwy
Flowery Branch, GA 30542

**RFQ/P #42-009
Attachment A**

Service Locations

11. Hall County Fire Station 06
6170 Lula Rd
Lula, GA 30554
12. Hall County Fire Station 07
731 East Crescent Dr.
Gainesville, GA 30501
13. Hall County Fire Station 08
6175 Gaines Ferry Rd
Flowery Branch, GA 30542
14. Hall County Fire Station 09
5040 Poplar Springs Rd
Gainesville, GA 30507
15. Hall County Fire Station 10
5608 Highway 52
Gillsville, GA 30543
16. Hall County Fire Station 11
5625 Bark Camp Rd
Murrayville, GA 30564
17. Hall County Fire Station 12
4890 Winder Hwy
Flowery Branch, GA 30542
18. Hall County Fire Station 13
2709 Sardis Rd
Gainesville, GA 30506
19. Hall County Fire Station 14
7065 Dove Point Ln
Hoschton, GA 30548
20. Hall County Fire Station 15
4219 Autry Spur
Gainesville, GA 30506
21. Hall County Fire Station 16
4209 Shirley Rd
Gainesville, GA 30506

**RFQ/P #42-009
Attachment A**

Service Locations

GIS overviews of each site may be accessed via the County's FTP Site listed below:

<https://hallcounty.smartfile.com/ftp/login/>

Username: PurchasingGuest

Password: PurchWrk1!

(Both Username and Password are Case Sensitive)

RFQ/P #42-009
Attachment B

Pre-Bid Conference/Site Inspections

A **Mandatory** Pre-Bid Conference/Site Inspections will be conducted on Tuesday, September 14, 2021 and Wednesday, September 15, 2021. The conferences will begin at 9:00 AM on Tuesday and 10:00 AM on Wednesday and cover multiple sites each day. The sequence of site inspections are provided below. These meetings are **Mandatory** for bid submission eligibility. Only bidders in attendance at **all sites** will be allowed to bid on the project.

The September 14th Pre-Bid Conference/Site Inspections will begin at Fire Station 1 and proceed to additional locations in the following sequence:

- Fire Station 1
- Fire Station 9
- Fire Station 12
- Fire Station 14
- Fire Station 8
- Fire Station 4
- Fire Station 5
- Fire Training Center
- Emergency Services Complex

The September 15th Pre-Bid Conference/Site Inspections will begin at Fire Station 7 and proceed to additional locations in the following sequence:

- Fire Station 7
- Fire Station 6
- Fire Station 15
- Fire Station 2
- Fire Station 10
- Fire Station 13
- Fire Station 3
- Fire Station 11
- Fire Station 16

**RFQ/P #42-009
Attachment C**

Cost Proposal

The Cost Proposal 'Mandatory' Worksheet may be accessed via the County's FTP Site listed below:

<https://hallcounty.smartfile.com/ftp/login/>

Username: PurchasingGuest

Password: PurchWrk1!

(Both Username and Password are Case Sensitive)

The executed Cost Proposal document **must** be submitted in a separate, sealed envelope and references the Contractor's name, bid number, and bid title in the lower left hand corner. Do not include any cost information in the technical response documentation.



Hall County Government

FINANCIAL SERVICES

RFQ/P #42-009 Attachment D

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

S.A.V.E Program Affidavit *Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

t: 770.535.8288 | f: 770.531.3972

Background

DIRECTOR
Dena Bosten, C.P.A.

Pursuant to the “Georgia Security and Immigration Compliance Act,” Hall County cannot contract for the physical performance of services unless the contractor registers and participates in the federal work authorization program to verify information of all new employees. Neither may any contractor or sub-contractor enter a contract with the County in connection with the physical performance of services unless the contractor or sub-contractor registers and participates in the federal work authorization program to verify information of all new employees. O.C.G.A. § 13-10-91. **Each contractor is urged to fill out the affidavit below stating they comply with this Georgia Compliance Act before Hall County can legally accept the bids from each contractor/vendor.**

To register for the E-Verify Program visit www.uscis.gov. Your bid will not be accepted without this E-Verify Number.

Procedure

Affirmative language will be set forth in contracts for the performance of services regarding the above requirement. The County will require an affidavit from a contractor showing its compliance with the requirements of O.C.G.A. § 13-10-91 at the time a contract for the performance of physical services is executed. The contract shall include language referencing this obligation and providing that failure to supply an affidavit evidencing such compliance (or to continue to meet the statutory obligation during the life of the contract) shall constitute a material breach of the contract. Upon notice of such breach, the contractor shall be entitled to cure the breach within ten (10) days and provide evidence of such cure. Should the breach not be cured, the County should be entitled to all available remedies, including termination of the contract and damages.

See affidavit on following page



Hall County Government

FINANCIAL SERVICES

RFQ/P #42-009 Attachment D

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

S.A.V.E Program Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

*Systematic Alien Verification for Entitlements (SAVE) Program
Office of U.S. Citizenship and Immigration Service (USCIS).*

t: 770.535.8288 | f: 770.531.3972

DIRECTOR

Dena Bosten, C.P.A.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Hall County, Georgia, has registered and is participating in a federal work authorization program* (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification (E-Verify) number and date of authorization are as follows:

**The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov . your bid will not be accepted without this E-Verify Number.*

Name of Contractor

Contractor's/Vendor's E-Verify #

Street Address

County / State

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name/Title of Authorized Officer

Name of Project

Subscribed and sworn before me on this the
_____ day of _____, 20_____

Notary Public

My Commission Expires: _____



Hall County Government

FINANCIAL SERVICES

RFQ/P #42-009 Attachment D

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

S.A.V.E Program Sub-Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) *Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

t: 770.535.8288 | f: 770.531.3972

DIRECTOR
Dena Bosten, C.P.A.

By executing this affidavit, the undersigned sub-contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for _____ on behalf of Hall County, Georgia, has registered and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform And Control Act of 1986 (IRCA), in accordance with the deadlines established in the referenced statute.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification (E-Verify) number and date of authorization are as follows:

**The applicable federal work authorization program as of the effective date of the statute is the E-Verify Program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS). To register for the E-Verify Program visit www.uscis.gov .your bid will not be accepted without this E-Verify Number.*

Name of Contractor

Contractor's/Vendor's E-Verify #

Street Address

County / State

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name/Title of Authorized Officer

Name of Project

Subscribed and sworn before me on this the
_____ day of _____, 20_____

Notary Public
My Commission Expires: _____



Hall County Government
FINANCIAL SERVICES

**RFQ/P #42-009
Attachment E**

Cone of Silence

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

DIRECTOR

Dena Bosten, C.P.A.

To ensure fair consideration is given for all Solicitations, it must be clearly understood that upon release of the Solicitation and during the Solicitation process, firms and their employees, subcontractors, as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with County employees, department heads or elected officials, up to and including the County Administrator and Board of Commissioners. The **“Cone of Silence”** is in effect for this Solicitation from the date it is publicly advertised, until the time an award decision has been approved by the Board of Commissioners and fully executed by all parties. Contact with anyone other than the Issuing Officer may result in the vendor being **disqualified**. All contact must be coordinated through Julie Dorough, Issuing Officer, for the procurement of these products and/or services.

All questions regarding this Solicitation are to be submitted in writing to Julie Dorough, Buyer, with the County's Purchasing Division, via e-mail at jdorough@hallcounty.org. Please reference the Solicitation number on all correspondence to the County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

I understand and shall fully comply with the above requirements.

Signed: _____

Typed Name: _____

Company and Job Title: _____

Date: _____



Hall County Government
FINANCIAL SERVICES

June 7, 2022

Notice of Intent to Award

Joey Staples, President
ACS Landscape Management Inc.
4042 Chamblee Road, Suite C
Oakwood, Georgia 30566
770-538-2985 office
joey@acslandscapemanagement.com

Subject: RFQ/P # 42-009 Landscape Maintenance Services

Dear Joey,

Hall County intends to award ACS Landscape Management Inc., solely, for RFQ/P # 42-009 Landscape Maintenance Services. This letter will serve as a **Notice of Intent to Award** only, and not a notice to proceed. That will come later with a Purchase Order.

Please sign and return the attached Contract Document to me quickly at apenick@hallcounty.org. The County will then execute with the Chairman of the Board of Commissioner's signature and return one (1) signed original to you.

Respectfully,

Andy Penick
Purchasing Manager

Cc: Contract

Hall County Fire Rescue - Landscape Maintenance Services

This contract agreement (herein "Contract"), made and entered into this the 22nd day of June, 2022, by and between the Board of Commissioners of Hall County (herein "County"), 2875 Browns Bridge Road, Gainesville, Georgia, 30504 (Hereinafter referred to as "County") and, ACS LANDSCAPE MANAGEMENT, INC. located at 4042 Chamblee Road, Suite C, Oakwood, Georgia 30566, hereafter referred to as ("Contractor").

Witnessed:

Whereas, the County intends to contract to provide landscape maintenance services per RFQ/P #42-009, Hall County Fire Services - Landscape Maintenance Services, containing the Scope of Work therein, herein referred to as "Services", and has entered into this Contract for the described services provided by the Contractor, and;

Whereas, the Contractor desires to perform the Services and for the valuable consideration of seventeen-thousand, thirteen dollars and 07/100 cents (\$17,013.07) monthly and not to exceed two-hundred and four thousand, one hundred fifty six dollars and 84/100 cents (\$204,156.84) per year, as presented on Bidder's Response of September 1st, 2021, and;

Whereas, the Contractor agrees in writing to hold the bid pricing presented in their proposal (attached and incorporated herein by reference). This contract shall comprise Hall County's RFQ/P #42-009 issued on September 1, 2021, the Bidder's Response, and this contract document, which are all incorporated into and made a part of this agreement by reference.

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

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

[Signatures continued on page 2]

HALL COUNTY'S NOTARY'S ATTESTATION:

Subscribed and sworn to in our presence

This _____ day of _____, 2022

By: _____

Notary Comm. Exp.

HALL COUNTY'S SIGNATURE

Hall County, Georgia

By: _____

Richard Higgins
Chairman

CONTRACTOR'S NOTARY'S ATTESTATION:

Subscribed and sworn to in our presence

This 7th day of June, 2022

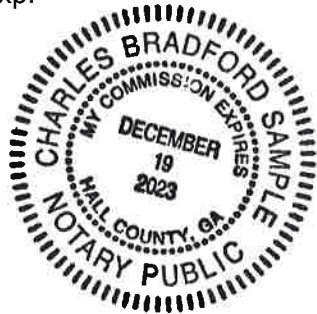
By: _____


12/19/23
Notary Comm. Exp.

CONTRACTOR'S SIGNATURE

By: _____


Joey Staples, President
ACS Landscape Management, Inc.





AGENDA ITEM

Human Resources

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 323/2022

SUBJECT: Approve the FY 2023 annual contract renewal for property and casualty insurance brokers (Gallagher Bassett Services, Inc. and Arthur J. Gallagher Company), insurance program coverages, fees, and third party administrator (TPA) services; and authorize the Chairman to execute all related documents.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: DLJ

Recommendation:

Department recommends the approval of the FY2023 contract renewal for the Property & Casualty Insurance program, which includes the Gallagher Bassett TPA services and Arthur J. Gallagher risk management fees, authorizing the Chairman to execute all related documents.

Purpose of Request:

The purpose of this request is to approve the annual contract for the Property & Casualty insurance program for FY2023. This insurance program consists of coverages for property, general liability, automobile, crime, terrorism & sabotage, excess liability, public officials liability, law enforcement, law enforcement off duty, cyber liability, aviation, AD&D, TPA fee, risk management fees, and actuarial.

History:

Hall County has utilized the brokerage services of Arthur J. Gallagher Risk Management Services, Inc., since 2016.

Facts and Issues:

Options:

The total program cost for the FY2023 plan year is \$1,348,604, which is an increase of 18.6%. Some of the lines of business under the Property & Casualty umbrella experienced an increase in premiums due to the claims experience, and these lines include auto liability, general liability, law enforcement, excess liability, and cyber. The TPA fees increased by 45.7% due to claims experiences. This year, the renewal includes a property appraisal option.

Funding Requested \$ 1,348,604.00
Are funds within current budget? Yes
Source of Funds Risk Management Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
LJ	LJ	TS	WG
Attorney	Administration	Clerk	
WLI	LJ	JR	

Attachments:

Financial Supplement
 FY2023 Property Casualty Insurance Renewal Docs



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 323/2022

Funds Requested: \$ 1,348,604.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Risk Management Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	012 - RISK MANAGEMENT	012 - RISK MANAGEMENT	4463 - PROPERTY & CASUALTY INS	\$1,348,604.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone: 770-531-6712

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 5/26/2022, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Property
	Fireman's Fund Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA (Rejected Last Year) Quote Contemplates Rejection This Year</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	General Liability
	Safety National Casualty Corporation
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA (Accepted Last Year)</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Automobile- Liability & Physical Damage
	Safety National Casualty Corporation
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime
	Travelers Casualty and Surety Co of America
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Terrorism & Sabotage
<input checked="" type="checkbox"/> Option # 1	\$100M Terrorism & Sabotage Per expiring
<input type="checkbox"/> Option # 2	Add Optional \$1M Terrorism and Liability Sublimit -\$5,000 Additional Premium
<input type="checkbox"/> Option # 3	Add Optional \$1M - Active Assailant Sublimit - \$5,000 Additional Premium
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Liability
	Safety National Casualty Corporation
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA (Accepted Last Year)</i>
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Public Officials Liability
	Safety Specialty Insurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Law Enforcement Liability
	Safety Specialty Insurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Law Enforcement Liability - Off Duty
	QBE Specialty Insurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability
	Berkley Assurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Aviation
	American Alternative Insurance Corp, American Commerce Insurance Company, National Indemnity Company, Tokio Marine America Insurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	<i>TRIA</i>

COVERAGE/CARRIER	
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Accidental Death & Dismemberment
	Zurich American Insurance Company
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	GB Claims TPA Fees
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	GB Property Appraisals *New Optional Service
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	AJG Risk Management Fee
<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Reject	Gallagher/Amy Hoffman Actuarial Services - Casualty and Work Comp Lines

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

- Pollution Liability
- Excess Liability

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Fee Agreement: *In addition to* commission received by Gallagher for the policy term reflected herein, Gallagher will receive a fee of: **\$20,000.00** for:

- placement of insurance coverage
- maintenance and management of the account
- loss/risk control services
- claim advocacy services
- risk management consulting services
- data analytics program studies
- umbrella limits analysis -
- pool administration

- program administration
- Risk Purchasing Group or Risk Retention Group program administration fees, and/or
- other _____

This fee IS NOT refundable, is fully earned by signing below, and is due and payable within thirty (30) days of such signing. Any placements that require the payment of additional state or federal taxes and/or fees are the client's responsibility.

By accepting this fee agreement, we agree and understand that it reflects services to be provided that have been discussed with and fully disclosed to us, and the above fee is consistent with our understanding. This agreement and any disputes that arise out of this fee agreement shall be governed by the laws of the state of Illinois.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher's Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher's acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher's services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____
Print Name (Specify Title)

Company

Signature

Date: _____

FLAT FEE- LIFE OF PARTNERSHIP		Est. Claim Frequency	Projected Service Fee
Liability			
Auto Liability/Bodily Injury		14	Included
Auto Liability/Property Damage		32	Included
Auto/Physical Damage		61	Included
General Liability/Bodily Injury		8	Included
General Liability/Property Damage		38	Included
Professional Liability		3	Included
Incidents - Liability		29	Included
Total Liability Flat Fee			\$82,421
Property			
Property		3	Included
Incidents - Property		0	Included
Total Property Flat Fee			\$2,190

ADMINISTRATIVE SERVICES	Quantity	Rate	Estimated Annual Fee
Administrative Services			
Administration / Data Management			\$11,249
RMIS - 2 Users Full Access			Included
Total Administrative Services			\$11,249
TOTAL			\$95,860

If the claim counts for the 2022/2023 contract are 15% higher than the annual forecast by individual coverage type (the overage would not be calculated by a global overage, but instead by bodily injury, property damage, auto physical damage, property, or professional), then GB reserves the right to bill for the overage on a per-claim basis at the below rates:

Auto and General Liability Bodily Injury - \$881
 Auto and General Liability Property Damage - \$406
 Auto Physical Damage - \$276
 Property - \$730
 Professional - \$2,136

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$500 annually per user RMIS Full Access User, \$1,000 annually per user
Loss control	\$140 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/ counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	
Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

There will be one claim count reconciliation 18 months after the inception of the service period, to bill for any claims beyond the 15% threshold above the annual forecast.

2. Billing and Payment Terms: Fees will be billed quarterly during the service period.

3. Claim Pricing Terms:

Life of Partnership:

Claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:

- GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
- GB will continue to handle the open files at our prevailing annual rate per year open.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- Client Accessible Dashboards & Reports via GB's RMIS & Analytics Platform
- 2 Telephonic Claim Strategy Meeting(s)
- 2 Standard Meeting(s) Included
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$10,000
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)
- Acknowledgement Letter to Claimant Liab

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.
6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.
7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (i.e., hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
 - Legal Fees
 - Legal Bill Review
 - Medical Examination
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reporter service, translation, and interpretation
 - Record retrieval and copying services (Including medical and legal)
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
 - Vehicle appraisals (vehicle damage assessment)
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts
 - Pre- and post-judgment interest paid
 - Outside Field Investigations
 - Subrogation at 20% of net recovery
 - Index Bureau Reporting (All Coverages)
 - Second Injury Fund Recovery
 - Data Intelligence Self-Service Reports
 - Medical Management - Medical Management services may include, but are not limited to:
 - Preferred provider organization networks
 - Utilization review services
 - Automated state fee scheduling
 - Light duty/return-to-work programs
 - Medical case management and Vocational rehabilitation network
 - Prospective injury management services
 - Hospital bill audit services

DEFINITIONS

Incidents

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Auto Physical Damage (APD)

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

Liability Claims

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Property Claims

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.



HALL COUNTY, GA
07/01/2022 - 07/01/2023

ACKNOWLEDGEMENT OF COST & TERMS

The undersigned parties acknowledge and agree that this Cost & Terms is effective for the service period stated above.

Notices to Gallagher Bassett Services, Inc. should be directed to:
Gallagher Bassett Services, Inc.
2850 Golf Road
Rolling Meadows, Illinois 60008-4050
Attn: Legal Department
Email: GB-Contracts@gbtpa.com

ACCEPTED AND AGREED TO BY:

GALLAGHER BASSETT SERVICES, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

ACCEPTED AND AGREED TO BY:

HALL COUNTY, GA

By: _____

Print Name: _____

Title: _____

Date: _____

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE
(General Liability)**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, extended, and/or re-authorized, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS’ LIABILITY, FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM. IF THE AGGREGATE INSURED LOSS FOR ALL INSURERS EXCEEDS \$100 BILLION IN A CALENDAR YEAR, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage with regard to General Liability

<input checked="" type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$720.
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant’s Signature

Safety National Casualty Corporation®
Insurance Company

Insured Name

Date Signed

**SAFETY NATIONAL UNINSURED AND/OR UNDERINSURED MOTORIST
POLICYHOLDER NOTICE AND ACKNOWLEDGEMENT FORM**

Insured Name: Hall County Board of Commissioners

GEORGIA

PLEASE ALSO REVIEW, COMPLETE & SIGN THE FOLLOWING ATTACHED FORM:

Georgia Auto Notices (IL N 159 & IL N 171)

Unless specifically rejected, Georgia law requires your policy include Uninsured Motorists (**UM**) & Underinsured Motorists (**UIM**) coverage at limits not less than the Georgia minimum UM/UIM coverage limits shown at the end of this page. You may however select UM coverage at limits equal to the Liability Coverage limits of your policy or you may select UM coverage at limits less than the Liability Coverage limits of your policy (but not less than the Georgia minimum UM/UIM coverage limits).

Unless you reject UM coverage, either Reduced by At Fault or Added On to No-Fault UM coverages (described below) must be selected by you below and will be applicable to your coverage in Georgia.

Reduced By At-Fault Liability Limits UM Coverage ("Reduced By At-Fault"). This traditional form of UM coverage provides insurance protection with respect to your covered losses as a result of an accident where the owner or driver is legally responsible but either has no liability protection or does not have enough protection to pay the full amount that the injured person is legally entitled to recover as bodily injury or property damages. Where the owner or driver does not have sufficient protection to pay the recoverable damages in total, the available UM limits are reduced by the portion of damages recoverable from the At-Fault driver/owner.

Added On To At-Fault Liability Limits UM Coverage ("Added On To At-Fault"). This alternate form of UM coverage provides the same protection as the traditional UM coverage described above; however, the UM Limits are not reduced by the amount recoverable from the At-Fault driver & are instead applied in addition to the amount recoverable from the driver/owner. This form of coverage is available for an additional premium.

My selection of one of the available options for **UM** is indicated below by my initials. Also, unless I rejected UM, my selection of either **Reduced By At-Fault** or **Added On To At-Fault** is indicated below by my initials.

_____ I **reject** UM coverage in its entirety; or,

_____ I **select** UM coverage at the state minimum limits shown at the end of this page; or,

_____ I **select** Reduced By At-Fault (and thus reject Added On To At-Fault); or,

I **select** Added On To At-Fault (and thus reject Reduced By At-Fault).

I **select** UM coverage at limits of \$ _____ (which UM limits are not less than the state minimum limits shown at the end of this page).

_____ I **select** Reduced By At-Fault (and thus reject Added On To At-Fault); or,

_____ I **select** Added On To At-Fault (and thus reject Reduced By At-Fault).

NOTE: Georgia **Minimum** UM/UIM Coverage Limits are listed below.

- Single Limits
UM (includes UIM) Coverage - BI & PD - \$75,000 per accident
- Split Limits
UM (includes UIM) Coverage - BI - \$25,000 per person / \$50,000 max per accident
UM (includes UIM) Coverage - PD - \$25,000 per accident subject to \$250 deductible

GEORGIA UNINSURED MOTORISTS COVERAGE NOTICE ACKNOWLEDGMENT

Applicant/Named Insured: Hall County Board of Commissioners
Company: Safety National Casualty Corporation
Policy Number: CA 6675711
Policy Effective Date: 6/30/2022

The Rules and Regulations of the State of Georgia require that we provide you with notice containing the following information:

If you have chosen to accept Uninsured Motorists coverage from your automobile insurance company, and have any questions after reading this statement regarding Uninsured Motorists coverage or the amount of coverage you have selected, your agent or company representative will be able to assist you. You should have chosen the amount of Uninsured Motorists coverage you want based on this question: If I get hit by someone with little or no liability insurance, how much protection do I need to cover the cost associated with car repair, medical bills, other expenses, and lost wages? If the person who hits your automobile has no liability coverage or liability coverage equal to or less than the Uninsured Motorists amount you chose, your total automobile insurance recovery (from all companies involved) may not exceed the amount of Uninsured Motorists coverage you chose.

The purpose of this notice is informational. This notice does not change or replace the wording in your policy.

Please sign below to confirm that we have provided you with notice containing the above information.

_____ Signature Of Applicant/Named Insured	_____ Date Signed
--	-----------------------------

GEORGIA POLICYHOLDER NOTICE REGARDING UNINSURED MOTORISTS COVERAGE

Our records show that your policy contains Uninsured Motorists (UM) Coverage. Uninsured Motorists coverage provides insurance protection to an insured for compensatory damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an automobile accident. Also included are damages due to bodily injury or property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified. This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverage you are provided.

Georgia law, in general, requires that automobile liability policies include Uninsured Motorists Coverage Added On To At-Fault Liability Limits (Added-On) unless you reject this coverage in writing. Uninsured Motorists Coverage Added-On provides insurance protection, in general, with respect to an insured's covered losses that are in addition to the limit of liability under any applicable bonds or policies.

However, for a reduced premium, you may reject Uninsured Motorists Coverage Added-On and select Uninsured Motorists Coverage – Reduced By At-Fault Liability Limits (Reduced). Uninsured Motorists Coverage Reduced provides insurance protection, in general, wherein the amount of coverage is reduced by all sums paid by or on behalf of anyone who is legally responsible.

The following examples are derived from the Georgia Office of Insurance and Safety Fire Commissioner Directive 08-P&C-1 dated August 18, 2008:

Example of Uninsured Motorists Coverage Added-On and Uninsured Motorists Coverage Reduced Claim Payment Calculation

An underinsured driver fails to stop at a red light, hits your car and causes you to have \$175,000 in damages. The at-fault underinsured driver (At-Fault's) has \$50,000 of Liability Coverage. Your policy contains \$100,000 of Uninsured Motorists Coverage.

UNINSURED MOTORISTS COVERAGE ADDED-ON

*At-Fault Liability Coverage Limit \$50,000
Your Uninsured Motorists Coverage Added-On Limit \$100,000
Total Amount of Your Damages \$175,000*

Payment Break Out:

At-Fault's Liability Coverage = \$50,000
Your Uninsured Motorists Coverage Added-On = \$100,000
Total Payment = \$150,000
Amount Not Covered = \$25,000 (a)

The maximum available coverage in this example was \$150,000 (At-Fault's Liability Coverage Limit + Your Uninsured Motorists Coverage Added-On Limit).

(a) Please notice that \$25,000 of the loss was not covered.

UNINSURED MOTORISTS COVERAGE REDUCED
(This coverage is comparable to your current coverage.)

At-Fault's Liability Coverage Limit \$50,000
Your Uninsured Motorists Reduced Limit \$100,000
Total Amount of Your Damages \$175,000

Payment Break Out:

At-Fault's Liability Coverage = \$50,000
Your Available Uninsured Motorists Coverage Reduced = \$50,000(a)
Total Payment = \$100,000
Amount Not Covered = \$75,000(b)

(a) The \$50,000 amount shown here is determined by subtracting the At-Fault's Liability Coverage Limit from Your Uninsured Motorists Coverage Reduced Limit. The total available Uninsured Motorists Coverage Reduced you have in this example is \$50,000.

(b) Please notice that \$75,000 of the loss is not covered.

You should contact us or your agent at the address below if you have any questions regarding the options described above with respect to Uninsured Motorists Coverage. However, if you wish to change the coverage you currently have, you must request any such change in writing.

Company: Safety National Casualty Corporation

Address:

Producer: Arthur J. Gallagher Company

Address:

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE
(Excess Liability)**

You are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended, extended, and/or re-authorized, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury – in concurrence with the Secretary of State and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT, AS WELL AS INSURERS’ LIABILITY, FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM. IF THE AGGREGATE INSURED LOSS FOR ALL INSURERS EXCEEDS \$100 BILLION IN A CALENDAR YEAR, YOUR COVERAGE MAY THUS BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage with regard to Excess Liability

<input checked="" type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$2,088.
<input type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant’s Signature

Safety National Casualty Corporation®

Insurance Company

Insured Name

Date Signed



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (06/20/22)
REPORT TO: Meeting (06/22/22)
ITEM NO: 301/2022
SUBJECT: Public Hearing to adopt a minor update to the Hall County Comprehensive Plan.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: RD
Recommendation: Approval

Purpose of Request:
Conduct public hearing to adopt a minor update to the Hall County Comprehensive Plan. Adoption of the plan is a requirement for Hall County to maintain its qualified local government status with the state of Georgia.

History:
The current comprehensive plan was adopted by the Board in July 2017.

Facts and Issues:
On May 2, 2022, Hall County submitted a draft of the Hall County Comprehensive Plan — Minor Update to the Georgia Mountain Regional Commission (GMRC). Upon receipt, GMRC forwarded the draft plan to the Georgia Department of Community Affairs (DCA). On May 23, 2022, GMRC notified Hall County that the DCA determined that the draft plan adequately addressed the Minimum Standards for Local Comprehensive Planning and that the County could proceed with adoption. DCA also provided advisory comments for the plan and these comments were incorporated to the final draft.

Options:

Funding Requested \$ 0.00

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

Approvals:

Submit	Approve	Budget	Finance
SY	RD	EW	WG
Attorney	Administration		Clerk
WLI	LJ		JR

Attachments:

- Comprehensive Plan - Memo
- Comprehensive Plan - Minor Update
- Comprehensive Plan Adoption Resolution



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 301/2022

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SY

Phone: 770-531-6799



1447 Peachtree Street, NE
Suite 850
Atlanta, GA 30309

Phone: 404.873.6730
www.tsw-design.com

Principals:

William Tunnell
Jerry Spangler
Thomas Walsh
Bryan Bays
Caleb Racicot
Adam Williamson
Heather Hubble

Adoption Memo

To: Hall County Government

From: TSW

Date: June 22, 2022

Subject: DCA / GMRC Approvals

On May 2, 2022, Hall County submitted a draft of the Hall County Comprehensive Plan – Minor Update to the Georgia Mountain Regional Commission (GMRC). Upon receipt, GMRC forwarded the draft plan to the Georgia Department of Community Affairs (DCA).

On May 23, 2022, GMRC notified Hall County that the DCA determined that the draft plan adequately addressed the Minimum Standards for Local Comprehensive Planning and that the County could proceed with adoption. DCA also provided advisory comments for the plan preparers that they thought could make the plan more useful. These comments were incorporated to the final draft, submitted on June 2, 2022.



HALL COUNTY | *Forward*

2017 - 2037 Comprehensive Plan

5-Year Update (2022)

June 2022

ACKNOWLEDGMENTS *2022 Team*

2022 Board of Commissioners

Richard Higgins Chairman	Kathy Cooper District 1	Billy Powell District 2	Shelly Echols District 3	Jeff Stowe District 4
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2022 Hall County Staff

Jock Connell County Administrator	Marty Nix Assistant County Administrator	Zach Propes Assistant County Administrator	Srikanth Yamala Interim Planning Director / Project Manager	David Webb Principal Planner
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EXECUTIVE SUMMARY *Chapter 1*

Hall County's Comprehensive Plan, *Hall County Forward*, is a policy document that presents the community's primary goals for achieving its long-range vision for growth and development in the unincorporated portions of the county. This executive summary presents Plan Highlights and Putting the Plan into Action. The first section, Plan Highlights, provides a brief overview of the 'Community Vision,' including key goals organized by 'Vision Theme.' Putting the Plan into Action summarizes the steps and players involved in the plan's implementation.

Plan Highlights

Recognizing Hall County will continue to grow in population at a steady pace, this plan is intended to balance opportunities for economic growth with the desire to maintain rural character. This plan also acknowledges the need to plan in more specific detail for green space protection, historic resource preservation and promotion, and coordinated economic development.

The Community Vision, as described by detailed strategies in Chapter 3 and the Future Development Guide in Chapter 4, are summarized below by primary goals organized by three Vision Themes: Social and Economic Development, Development Patterns and Resource Conservation. These themes are intended to organize and represent citizens' ideas and concerns related to the topics of economic development, community revitalization, housing, land use, natural resources and historic resources.

Social and Economic Development (SED) Goals

SED Goal 1: Supporting existing businesses and focus recruitment efforts on technology businesses and industry

SED Goal 2: Stimulate revitalization activities and redevelopment of aging properties

Resource Conservation (RC) Goals

RC Goal 1: Protect water resources and improve water quality

RC Goal 2: Support and partner with local organizations to protect the environment

RC Goal 3: Develop and implement a coordinated plan for a linked system of protected greenspace and trails

RC Goal 4: Promote and protect Hall County's history

Development Patterns (DP) Goals

DP Goal 1: Promote rural development patterns in the North and East Hall areas

DP Goal 2: Maintain greenspace in new development

DP Goal 3: Protect and enhance established neighborhoods

DECISION-MAKING FRAMEWORK

Hall County Forward is based on the community's **VISION** for growth and development over the next 20 years. The vision is expressed by a set of goals that address specific needs and opportunities (see Chapter 3) and a Future Development Guide with a map and narrative (see Chapter 4).

GOALS define the desired future state of the community and generally relate to big picture ideas.

STRATEGIES are specific action steps that when completed should implement the community vision. Strategies are represented in Chapters 3 and 5 of this plan.

Overall, the Comprehensive Plan is used by elected officials to make decisions that guide growth in Hall County.

DP Goal 4: Promote quality development

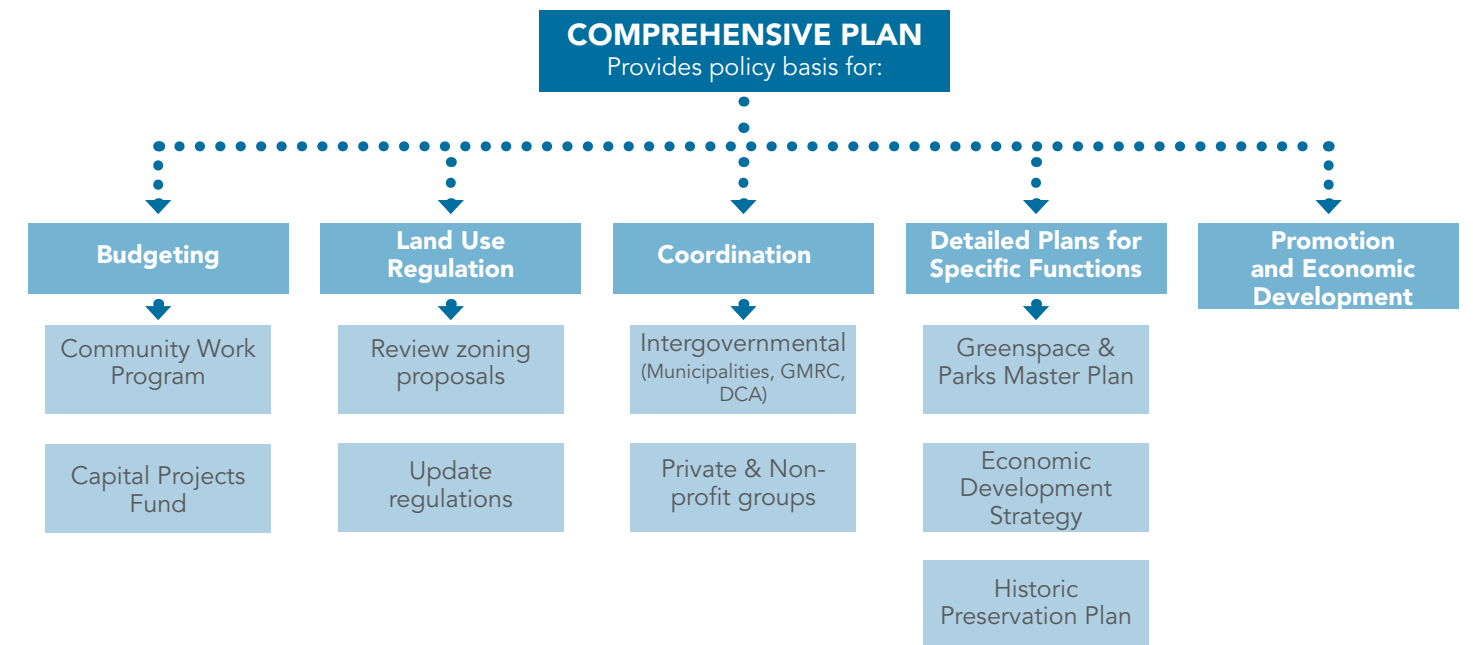
DP Goal 5: Accommodate housing options

DP Goal 6: Coordinate transportation and land use planning

Putting the Plan into Action

Adopting a comprehensive plan may seem like the end of the process, but actually it represents the beginning of a new phase – implementation. Implementing the plan requires an understanding of the plan recommendations and tools available for putting the plan to work for Hall County. In short, the plan is a tool that provides a policy basis for:

- Budgeting
- Local land use regulation
- Coordination among local governments, state and federal agencies, utilities, regional agencies
- Detailed plans for specific functions
- Promotion and economic development



Budgeting

The Implementation Program (see Chapter 5) outlines the overall strategy for achieving the Community Vision for future development and for implementing the Future Development Guide. A 5-year Community Work Program (CWP) prioritizes the recommended strategies and assigns responsible parties to each. As presented, it provides elected officials and staff with a prioritized "to-do" list in addition to providing a policy guide.

The Board of Commissioners and administrative staff should consult the CWP each year when developing their annual budget. The CWP prioritizes each strategy and can guide future investment. Items listed in the CWP include recommended programs, regulations, studies, community improvements or investments, or other programs/initiatives.

Land Use Regulation

The policy basis for land use regulation occurs in two specific ways. First, the Future Development Guide provides a tool for evaluating rezoning requests. Second, local zoning and subdivision regulations sometimes require amendments based on the Comprehensive Plan recommendations.

Future Development Map

The Future Development Guide (see Chapter 4) consists of the Future Development Map and Character Area Policy. The Future Development Map assigns a unique Character Area to each parcel in Hall County. The Character Area Policy describes with text and illustrations the vision for growth and development for each Character Area shown on the map. The Future Development Map is used to guide future rezonings; proposed zone change requests are reviewed for consistency with the Character Area Policy associated with the Future Development Map.

Zoning and Subdivision Regulations

Evaluation and adoption of changes to regulations that address land use and development is a common follow-up after adoption of a comprehensive plan. The purpose of any updates to the Hall County Zoning Ordinance and/or Subdivision Regulations is to ensure that local regulatory tools support the implementation of the Future Development Map and specified goals in this plan.

Intergovernmental Coordination

The policy basis for coordination occurs in two major components. First, county departments should coordinate their plans with that of the Comprehensive Plan. Second, coordination should occur between Hall County government and other entities, whether at the local (public or private), regional, or state level.

Public Service Delivery

The County should review or develop service plans to ensure that they support the goals of the Comprehensive Plan. This includes ensuring that future facilities are planned to meet the service demand promoted by the plan. For example, future planning to offer suburban-scale sewer services should be consistent with areas shown on the Future Development Map (and described in the Future Development Guide) as supporting residential and employment growth.

Coordination

This plan provides the opportunity for the County, municipalities and other entities to view future needs from a common policy playbook. For example, private developers, the Georgia Department of Transportation (GDOT), and economic development agencies can each see that the community has designated specific areas for future growth and specific areas for rural preservation. As a result, these entities should be able to work together to ensure that their projects and policies support the Community Vision.

Detailed Plans for Specific Functions

Functional plans address specific government services such as parks, recreation, and economic development. This plan recommends preparation of several stand-alone plans that are coordinated with and supplement the Comprehensive Plan. These individual plans can address issues and concerns raised by stakeholders during the public planning process in greater detail than a comprehensive plan.

Parks and Greenspace Master Plan

An expanded update to the 2008 Hall County Parks and Recreation Master Plan can provide an opportunity to address and integrate greenspace and trails into the county-wide plan. This comprehensive update to the existing recreation plan can help Hall County identify potential opportunities for permanently protecting greenspace and evaluate greenway opportunities and trail connections, including expansion of the Highlands to Islands Trail system.

Economic Development Plan

A county-wide plan can provide a mechanism for the County and its municipalities to coordinate economic development goals and efforts in conjunction with the Greater Hall Chamber of Commerce. In general, an Economic Development Plan sets policy direction for economic growth and identifies strategies, programs, and projects to improve the economy.

Historic Preservation Plan

A Historic Preservation Plan can help Hall County protect historic resources and identify ways to promote its heritage as an economic development tool. Both the 2012 Historic Resources Survey of unincorporated Hall County (prepared by the University of Georgia's College and Environment Design) and the public-private Healan's-Head's Mill restoration project can inform the planning process.

East-West Corridor Study

An East-West Corridor Study in the North Hall area can determine the viability of a new connection to relieve congestion on Dawsonville Highway and also establish next steps in project development. This study could be conducted in partnership with the Gainesville-Hall Metropolitan Planning Organization, the federally mandated transportation planning agency.

INTRODUCTION *Chapter 2*



Hall County is projected to experience continued growth and investment over the next 20 years. In an effort to meet the community's future needs, the County coordinated the efforts of its citizens to create a community vision for future development that will be guided by the County's Comprehensive Plan: *Hall County Forward*.

Purpose

Hall County Forward represents the growth and development policy for unincorporated Hall County, as expressed by a Future Development Map and supporting goals and implementation strategies. This plan also serves the purpose of meeting the intent and requirements of the Georgia Department of Community Affairs' (DCA) "Standards and Procedures for Local Comprehensive Planning," as established on March 1, 2014. Preparation of a plan in accordance with these standards is an essential requirement in maintaining status as a Qualified Local Government (QLG). QLG status allows communities to be eligible for state assistance programs. This plan allows Hall County to retain its QLG status; each municipality has its own comprehensive plan that it maintains and updates.

Scope

This plan addresses economic development, housing, natural and historic resources, land use and development patterns, and community revitalization. These 'planning elements' are organized into three Vision Themes (see Chapter 3) for the purpose of expressing community goals and implementing strategies. They are addressed as individual components in the Community Assessment (see Appendix C), which provides a summary of existing local conditions and trends that were used in the identification of community needs and opportunities.

It is important to note that the topic of transportation is addressed in the Gainesville-Hall Regional Transportation Plan: 2020 Update (RTP Update). The Regional Transportation Plan is the Gainesville-Hall Metropolitan Planning Organization's transportation strategy for the region and is incorporated by reference in this plan to satisfy DCA's "Standards and Procedures for Local Comprehensive Planning" related to transportation.

Why We Plan

Comprehensive planning is an important management tool for promoting a strong, healthy community. A comprehensive plan is a significant policy document that guides the physical development of a community it can be used to promote orderly and rational development so the county can remain physically attractive and economically viable while preserving important natural and historic resources.

The comprehensive plan allows the community to become more certain about where development will occur, what it will be like, when it will happen, and how the costs of development will be met. It helps the County invest its money wisely in infrastructure such as roads, sewer service, parks and green space, and other facilities to maintain and improve residents' quality of life as well as economic development prospects.

Hall County Forward represents these and additional ideas discussed during the public participation process. It lists county-specific needs and opportunities, supporting goals and strategies, desired development patterns and land uses, and a 5-year prioritized work program to implement the plan.

Community Participation and Plan Development

Creating a functional comprehensive plan begins with defining a common vision for the future development of the community. A community vision is the overall image of what the community wants to be and how it wants to look at some point in the future. It is the starting point for creating a plan and actions to implement the plan. A successful visioning process requires meaningful participation from a wide range of community stakeholders.

Visioning Process

The Visioning Process, or citizen participation process, for this update of *Hall County Forward* included participation from residents and stakeholders. Two public workshops, two stakeholder committee meetings, and an online survey provided opportunities for input, as described in this section.

Kick-Off Meeting (Public Meeting #1)

The county-wide Kick-Off Meeting took place on March 14, 2022 at the Hall County Government Center. The planning process, schedule, and future public involvement opportunities were presented to the public, who were invited to provide comment and ask questions about the process. The comments along with the results of a map exercise identifying assets, opportunities, and areas for improvement from the meeting can be viewed in Appendix B.

Draft Plan Open House (Public Meeting #2)

The draft plan open house meeting was held on April 11, 2022 at the Hall County Government Center. The planning process, schedule, and a review of previous community input were presented to the public. The public was invited to ask questions, provide comments, and to participate in an input activity to gather information for the next phase of the plan update. A summary of the comments received can be viewed in Appendix B.

Steering Committee Meetings

The planning team met with the following individuals as part of a steering committee to better understand local issues and identify needs and opportunities:

- Commissioner Kathy Cooper, District 1
- Planning Commission Chairman Chris Braswell
- Planning Commissioner Stan Hunt
- Bill Nash, Interim Director of Hall County Public Works
- Tim Evans, Vice-President, Greater Hall Chamber of Commerce

Community Survey

A 5-question online community survey was developed and promoted as another forum for providing public input. It was open between March 14 and April 11, 2022, and hard copies were made available at the Kick-Off Meeting and Draft Plan Open House. 116 responses were received. The results of the survey can be viewed in Appendix B.

Outreach Methods

Throughout the planning process, print and online flyers were created and distributed to announce and promote public meetings. Meeting announcements and presentations, as well as draft plan materials, were posted on the Hall County Government website.

Chapter Summaries

The sequence of chapters in this plan is structured to follow the planning process, which can be thought of as answering the questions “Where do we want to be in 20 years?” followed by “How do we get there?” The plan is organized into the following chapters:

- Chapter 1: Executive Summary
- Chapter 2: Introduction
- Chapter 3: Community Vision
- Chapter 4: Future Development Guide
- Chapter 5: Implementation Program
- Chapter 6: Capital Improvement Element
- Appendix A: Report of Accomplishments
- Appendix B: Public Participation
- Appendix C: Community Assessment



The chapters that follow this introductory chapter are summarized below:

Chapter 3: Community Vision

The Community Vision reflects the community’s vision for growth and development for the next 20 years. This vision, which was developed with an extensive public visioning process, is defined by Vision Themes. The Vision Themes organize primary needs and opportunities and corresponding goals and strategies under the following headings: Development Patterns, Resource Conservation, and Social and Economic Development. These themes address the planning topics of land use and housing (Development Patterns), natural and historic resources (Resource Conservation), and economic development and neighborhood revitalization. The listed strategies are used to create the Implementation Program chapter.

Chapter 4: Future Development Guide

The Future Development Guide defines the community’s desired development patterns and guides future decision-making related to the physical development of the community. It is comprised of a Future Development Map and supporting Character Area Policy.

The Future Development Map section presents the recommended character areas for the entire county. The Character Area Policy section describes the intent, general characteristics, application, primary land uses, and design principles for each Character Area, which are areas with unique quality worth preserving or areas that have been identified with the potential to develop into something new or different.

Chapter 5: Implementation Program

The Implementation Program identifies specific actions necessary to achieve the community’s vision. This chapter incorporates the strategies presented within the Community Vision and Future Development Guide chapters into a plan of action. The Implementation Program includes ordinances, programs, community improvements or investments, additional plans or studies, administrative systems and financing arrangements or other initiatives to be put in place to implement the Comprehensive Plan. The Community Work Program prioritizes strategies to be implemented over the next five years and assigns responsible parties, identifies potential funding sources, and provides a timeline for completion of each. Chapter 5 also details the specifics of maintaining the Comprehensive Plan in accordance with state requirements.

Appendices

The appendices supplement the information presented in Chapters 1-6 of the Comprehensive Plan as described below:

- Appendix A – Report of Accomplishments (2016-2021 Short Term Work Program)
- Appendix B – Public Participation Documentation
- Appendix C – Community Assessment

COMMUNITY VISION *Chapter 3*

Hall County is a growing community with unique needs and opportunities related to its development patterns and projected future growth. The Community Vision chapter uses a series of Vision Themes to describe a shared 'community vision' – what the community envisions for its future – in terms of identified needs and opportunities that are addressed by recommended goals and strategies.

Vision Themes

The Vision Themes organize primary needs/opportunities identified during the planning process as needing to be addressed, followed by goals and strategies that in turn address these needs and opportunities. Vision Themes represent the ideas and concerns of participants in the planning process and narrow the big picture vision to specific strategies that aim to make the Community Vision a reality. Recommended strategies are presented in the Implementation Program chapter as specific action items to be undertaken by the County.

Community Vision Themes:

- Social and Economic Development
- Development Patterns
- Resource Conservation

These themes generally address the planning topics of land use and housing (Development Patterns), natural and historic resources (Resource Conservation), and economic development and community revitalization (Social and Economic Development).

Social and Economic Development (SED)

Primary Needs and Opportunities

Promote opportunities for clean industry, higher-paying jobs, and small businesses – During the Visioning Process, many economic development issues or ideas touched on these themes. The Greater Hall Chamber of Commerce is the economic development 'agency' for all of the county and has numerous programs, initiatives and committees that routinely address ways to recruit and retain businesses and train the local workforce to compete for desired new employers. The county and municipalities support the Chamber's efforts, which includes provision of public infrastructure such as sewer. Further coordination among the Chamber and local governments in Hall County could result in a county-wide Economic Development Plan that would address specific topics of concern or interest to each jurisdiction.

Revitalize existing commercial/industrial areas – Revitalization of existing areas and buildings, in addition to focused expansion of new industrial uses, was identified during the Visioning Process as a need. Areas include those that were identified in the 2012 Gainesville-Hall County Urban Redevelopment Plan; they include the Chicopee Mill area on Atlanta Highway and Athens Highway, both of which are currently not within the boundaries of approved Opportunity Zones or Less Developed Census Tracts. Such a designation could provide tax incentives for businesses to locate or expand by creating a minimum number of jobs.

Facilitate neighborhood revitalization efforts – During the development of *Hall County Forward*, a neighborhood level study of the Morningside Heights area was undertaken to identify residents' concerns

and goals for the traditionally underserved community east of downtown Gainesville. Recommendations for the area are intended to be implemented as a coordinated effort between Hall County and the Concerned Citizens of Gainesville/Hall County civic organization, a group of neighborhood residents that represent the study area of Morningside Heights, Black and Cooley Drive, and Gaines Mill Road.

Goals and Strategies

SED Goal 1: Support existing businesses and focus recruitment efforts on technology business and industry

SED Strategy 1.1: Continue to work with the Greater Hall Chamber of Commerce in support of their economic development activities, including workforce development initiatives with local education partners and the Existing Industry Program, which includes the Small Business Council

SED Strategy 1.2: Evaluate development review and permitting processes to assess the ease of "doing business" in Hall County

SED Strategy 1.3: Extend sewer to targeted business/industrial development locations, consistent with the Future Development Map and the county's sewer system master plans

SED Strategy 1.4: Utilize the Comprehensive Plan in the process to update the South Hall County Sewer System Master Plan and the North Hall County Sewer System Master Plan

SED Strategy 1.5: Partner with the Chamber of Commerce and the Hall County Joint Municipal Association to prepare a county-wide Economic Development Plan

SED Strategy 1.6: Coordinate with the Lake Lanier Convention and Visitors Bureau to promote agritourism in the county

SED Goal 2: Stimulate revitalization activities and redevelopment of aging properties

SED Strategy 2.1: Coordinate with the Georgia Department of Community Affairs to apply the Less Developed Census Tract designation in the Chicopee Mill area, which would allow businesses that create five or more jobs to participate in the Georgia Job Tax Credit Program

SED Strategy 2.2: Submit a new application to the Georgia Department of Community Affairs for Opportunity Zone designation for the Candler Road area, which includes the Athens Highway corridor in the Morningside community; such a designation allows new or existing businesses to benefit from tax credits upon creating a minimum number of jobs

SED Strategy 2.3: Partner with the Concerned Citizens of Gainesville and Hall County to facilitate neighborhood and quality of life improvements in the Morningside Heights, Black and Cooley Drive, and Gaines Mill Road communities

- **SED Strategy 2.3a:** Consistently enforce county codes pertaining to outdoor storage and junk items, inoperable vehicles, and litter
- **SED Strategy 2.3b:** Increase Sheriff's patrols to address the high frequency of cars running all-way stops and to prevent criminal activity

- **SED Strategy 2.3c:** Assess the ability to form a local Neighborhood Watch, with the assistance of the Sheriff's Office Public Information and Community Services Unit
- **SED Strategy 2.3d:** Evaluate the best long-term measures for addressing speeding on local streets based on input from the Hall County Traffic Engineering Neighborhood Traffic Calming Program and the Sheriff's Office
- **SED Strategy 2.3e:** Prioritize sidewalk and street lighting needs based on frequency of use and access to local transit stops
- **SED Strategy 2.3f:** Continue to identify properties suitable for federal Community Home Investment Program (CHIP) and Neighborhood Stabilization Program (NSP) grants to assist with home repairs/ rehabilitation and to provide affordable housing opportunities
- **SED Strategy 2.3g:** Evaluate options for providing clean-up opportunities in addition to annual Keep Hall Beautiful neighborhood clean-up, such as temporary placement of containers in accessible areas for disposal of bulky or hazardous items (tires, white goods)
- **SED Strategy 2.3h:** Identify homes suitable for Homes for Heroes and/or the Federal Housing Administration's (FHA) Officer Next Door programs to reduce the costs of purchasing a home and encourage law enforcement officers to live in the community
- **SED Strategy 2.3i:** Identify potential "pocket parks" and trail connections during the update to the county's Parks and Recreation Plan
- **SED Strategy 2.3j:** Coordinate with the Hall County Master Gardeners to establish planted gateways and community gardens, either as permanent or temporary uses of properties
- **SED Strategy 2.3k:** Research methods for recruiting a small-scale grocery store to the area; one example is a Dollar General Market, which offers a wider variety of produce and dry groceries
- **SED Strategy 2.3l:** Submit a new application to the Georgia Department of Community Affairs for Opportunity Zone designation that would include the Athens Highway corridor; such a designation allows new or existing businesses to benefit from tax credits upon creating a minimum number of jobs
- **SED Strategy 2.3m:** Evaluate opportunities for using County-owned property in the area for a neighborhood park
- **SED Strategy 2.3n:** Improve coordination with the City of Gainesville on zoning, development, and code enforcement issues that relate to properties inside the city limits but are adjacent to the Morningside area
- **SED Strategy 2.3o:** Research the potential for establishing a non-profit Community Development Corporation, which could allow interested residents to undertake economic development and residential development activities
- **SED Strategy 2.3p:** Conduct quarterly meetings with Concerned Citizens of Gainesville and Hall County board members and County leadership/staff
- **SED Strategy 2.3q:** Discuss and coordinate housing-related needs and initiatives with the City of Gainesville, Habitat for Humanity, and other public or private stakeholders to maximize the use of financial and staff resources
- **SED Strategy 2.3r:** Evaluate the justification for a traffic signal warrant study at the Gaines Mill Road/Athens Highway intersection with the Georgia Department of Transportation

Development Patterns (DP)

Primary Needs and Opportunities

Balanced future development that preserves rural areas and greenspace – Protection of North and East Hall's rural character, including farms and greenspace, was cited as an issue during the Visioning Process. As Hall County grows, there will be pressures on these rural areas to transition to neighborhood development at suburban densities, especially due to current zoning that sets a minimum lot size of 1.5 acres in most agriculture and residential zoning districts. Given the uncertainty of amending the zoning ordinance to significantly increase minimum lot size requirements, focus can be paid to land use policy (as illustrated by the Future Development Map and the Future Development Guide), regulations (open space requirements and design; tree protection), sewer infrastructure planning, and research of greenspace preservation measures to preserve rural areas.

Protect existing neighborhoods while supporting future home options – Encroachment of commercial uses on neighborhoods and loss of open space and tree cover are viewed by the community as having the potential to impair the local quality of life. During the Visioning Process, many residents also indicated a desire to promote larger lot sizes and single-family homes, while many others identified a real need for housing options. Local regulations can address these issues to an extent; however, coordination with other groups and local governments to pool resources and ideas related to county-wide housing issues and needs may be beneficial.

Promote quality corridor development – Concerns along major road corridors include encroachment of commercial or industrial uses into residential areas, as well as aesthetic concerns due to predominant outdoor-oriented uses (outdoor displays, storage, sales) along several commercial corridors in the county. In addition, future corridors that may be needed to reduce traffic congestion should be designed to consider the context of existing land uses, environmental features, and the built environment (i.e. "context-sensitive design"). One example is a potential east-west connector to serve as an expansion to the planned Sardis Connector from SR 60/Thompson Bridge Road to SR 365.

Goals and Strategies

DP Goal 1: Preserve rural character and development patterns in North and East Hall areas

DP Strategy 1.1: Use the Future Development Map to guide planning for sewer infrastructure projects, limiting future service to targeted development locations and avoiding areas intended to support agricultural and low-density residential uses as well as Conservation-designated areas

DP Strategy 1.2: Evaluate and promote options for the permanent conservation of land during the development of the Parks and Greenspace Master Plan (an update of the 2008 Parks and Recreation Master Plan)

DP Strategy 1.3: Require an "Agricultural Use Notice" statement on final plats to inform the owner, occupants and uses of a property adjacent to an agricultural use or zoning classification that there may be potential impacts from lawful agricultural operations; consider similar language for zoning proposals and building permits

DP Goal 2: Maintain green space in new developments

DP Strategy 2.1: Evaluate the effectiveness of the County's tree protection standards and Conservation Subdivision Design Option and identify potential amendments, as needed

DP Strategy 2.2: Incorporate minimum open space requirements into the Planned Development zoning classifications (residential, commercial, office and industrial)

DP Goal 3: Protect and enhance established neighborhoods

DP Strategy 3.1: Evaluate minimum buffer standards in the Zoning Ordinance to ensure they are sufficient where commercial or industrial uses abut residential properties

DP Strategy 3.2: Maintain residential use (or agricultural) as the primary land use along roadways that do not have a Corridor designation on the Future Development Map

DP Goal 4: Create quality new development

DP Strategy 4.1: Amend regulations to incorporate common conditions of zoning (conditions that are routinely approved as part of a rezoning and are not currently found in the Zoning Ordinance) that are used to ensure a high quality of development and the provision of adequate infrastructure by an applicant

DP Strategy 4.2: Evaluate use and outdoor storage and display standards of the Gateway Corridor Overlay District to ensure uses requiring outdoor storage/display are appropriately located and screened

DP Strategy 4.3: Where roadways cross both county and city lines, evaluate corridor-specific standards and design guidelines applied by the municipalities to identify any requirements that could enhance the County's requirements

DP Strategy 4.4: Present standards for development in a Unified Development Code, which consolidates all land use, design, and environmental regulations into a single document for ease of use

DP Goal 5: Accommodate housing options

DP Strategy 5.1: Review existing regulations for impediments to special housing needs and opportunities such as senior housing, accessory dwelling units, and affordable housing

DP Strategy 5.2: Discuss and coordinate housing-related needs and initiatives with the City of Gainesville, Habitat for Humanity, and other public or private stakeholders to maximize the use of financial and staff resources

DP Goal 6: Coordinate transportation and land use planning

DP Strategy 6.1: Prepare an East-West Corridor Study to determine the viability of a new connection for relieving congestion on Dawsonville Highway and also establish next steps in project development

DP Strategy 6.2: Use the 2014 Bicycle and Pedestrian Plan to identify and prioritize projects that can connect neighborhoods with parks, schools, or other activity centers

Resource Conservation (RC)

Primary Needs and Opportunities

Protection of water resources – Given the significance of Lake Lanier, protecting its water quality is a primary concern of many property owners, residents, business owners, and users of the lake. The County has local development standards in place for protecting water quality and it complies with the Regional Water Plan (Metropolitan North Georgia Water Planning District). However, additional coordinated efforts can help to prevent pollutants from entering the lake and its tributaries, especially as the county continues to grow. These efforts include partnerships with local organizations on environmental initiatives and studies.

Protection of greenspace – During the Visioning Process, many citizens expressed an interest in permanently protecting some areas of the county from development, resulting in property remaining in its natural state or being utilized for trails or other passive recreation. An expanded update to the county's 2008 Park and Recreation Master Plan can provide a mechanism for addressing greenspace needs, tools, and funding sources. The plan can also provide an opportunity to integrate ideas and ongoing efforts of the Chamber of Commerce's Greenspace Committee with county level planning for parks and recreation.

Potential for heritage tourism – The Healan's-Heads' Mill restoration project and Cherokee Bluffs Park promote awareness of the county's history and have the potential to be a regional draw. Development of a Historic Preservation Plan, which would utilize a 2012 Historic Resources Survey among other resources, can identify additional ways of protecting and promoting the county's history in order to contribute to residents' quality of life and to the local economy.

RC Goal 1: Protect water resources and improve water quality

RC Strategy 1.1: Implement the recurring County-specific action items in the Metropolitan North Georgia Water Planning District's (MNGWPD) Water Resources Management Plan (the 2009 Watershed Management Plan, Water Supply and Water Conservation Management Plan, and Wastewater Management Plan elements are currently in effect; a 2017 update is in final draft form)

RC Strategy 1.2: Evaluate the steps needed to return highly treated wastewater to Lake Lanier to support long-term sustainable water use, as recommended in the Metropolitan North Georgia Water Planning District's (MNGWPD) Water Resources Management Plan (April 2017 draft)

RC Strategy 1.3: Participate in the update to the U.S. Army Corps of Engineers' Master Plan for Lake Lanier; the plan is intended to provide guidance for the management, protection, and preservation of the lake's environment while allowing a balanced use of the shoreline

RC Strategy 1.4: Evaluate opportunities to place additional litter traps in waterways (similar to the Flat Creek Bandalong Litter Trap installed by Hall County/City of Gainesville in 2016) to curb the amount of pollutants entering Lake Lanier

RC Strategy 1.5: Review the zoning and subdivision regulations for any impediments to low impact development (LID) or 'green infrastructure' approaches to stormwater management, which can lower the amount of untreated stormwater discharging to surface waters; assess findings to identify potential regulatory modifications

RC Strategy 1.6: Update local wastewater master plans to address both sewer and septic systems in accordance with the requirements of the regional Water Resources Management Plan

RC Strategy 1.7: Coordinate with the Georgia Environmental Protection Division (GAEPD) on the Total Maximum Daily Load (TMDL) implementation plan for Lake Lanier; the GAEPD plan is intended to outline stakeholder actions that can address existing water quality impairments

RC Strategy 1.8: Research the requirements needed to participate in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program to potentially reduce flood insurance rates for property owners

RC Strategy 1.9: Establish buffer requirements for the portion of the Chattahoochee River not under the jurisdiction of the U.S. Army Corps of Engineers, consistent with the Georgia Department of Natural Resources' rules for river corridor protection

RC Goal 2: Support and partner with local organizations to protect the environment

RC Strategy 2.1: Maintain partnerships with organizations that monitor water quality of Lake Lanier and its tributaries, including Chattahoochee Riverkeepers and the University of North Georgia

RC Strategy 2.2: Promote public awareness of annual events such as Lake Lanier Association's Shore Sweep and Keep Hall Beautiful's Team UP 2 Clean UP Event

RC Strategy 2.3: Leverage SPLOST funds to address shoreline erosion and abandoned vessel removal on Lake Lanier, working in conjunction with Lake Lanier Association, the Georgia Department of Natural Resources, the U.S. Army Corps of Engineers, and private donors

RC Strategy 2.4: Partner with and promote Hall County Schools' recycling events as well as Keep Hall Beautiful's recycling initiatives

RC Strategy 2.5: Partner with the City of Gainesville on pollution prevention activities, including public outreach through TV 18 and online media, and identifying additional opportunities for litter traps in waterways that have public access

RC Strategy 2.6: Continue to support and promote Green Hall Alliance and its efforts to enhance public awareness and support of environmental stewardship and sustainability practices in the community

RC Strategy 2.7: Coordinate with the local office of the United States Department of Agriculture (USDA) National Resources Conservation Office to identify eligible projects for federal Section 319(h) Nonpoint Source Implementation Grants; grant awards can fund projects that will reduce pollutants and improve water quality in impaired waters

RC Strategy 2.8: Maintain high standards in county-wide recycling efforts and protecting the environment by utilizing innovative ideas to operate and maintain the county landfill

RC Goal 3: Develop and implement a coordinated plan for a linked system of protected greenspace and trails

RC Strategy 3.1: Prepare a Parks and Greenspace Master Plan (a comprehensive update to the county's 2008 Parks and Recreation Plan), resulting in recommendations that will address parks, recreation, trails and greenspace

RC Strategy 3.2: Create a process that identifies land for permanent protection based upon a standard set of criteria, such as the recreational, ecological, environmental, aesthetic, cultural, historic or agricultural

value; this process will be developed and described in the Parks and Greenspace Master Plan

RC Strategy 3.3: Identify additional segments during the development of the Parks and Greenspace Master Plan to expand the Highlands to Islands Trail System

RC Strategy 3.4: Identify mechanisms and funding sources – including consideration of future Special Purpose Lost Option Sales Tax (SPLOST) revenue and impact fees – for the permanent protection of land and land acquisition/construction costs for the Highlands to Islands Trail

RC Strategy 3.5: Designate an existing county government position to promote and implement Parks and Greenspace Master Plan recommendations pertaining to greenspace protection and extension of the Highlands to Islands Trail, and to coordinate with the Hall County Chamber of Commerce Vision 2030 Greenspace Committee

RC Goal 4: Promote and protect the county's history

RC Strategy 4.1: Prepare a Historic Preservation Plan to promote general awareness of historic resources throughout unincorporated Hall County, prioritize protection for different resources, and encourage heritage tourism as an economic development tool

RC Strategy 4.2: Adopt a Historic Preservation Ordinance to meet the eligibility requirements of the National Park Service's Certified Local Government (CLG) Program, which provides financial and technical assistance for historic preservation activities, including a Historic Preservation Plan

RC Strategy 4.3: Pursue Certified Local Government (CLG) status to become eligible for federal historic preservation funds (requires adoption of a Historic Preservation Ordinance)

RC Strategy 4.4: Identify funding to complete the Healan's-Head's Mill Historic Preservation Project, including the addition of land acreage for trails and a Visitor's and Heritage Center building

RC Strategy 4.5: Coordinate with the Convention and Visitors Bureau and the Chamber of Commerce to promote the Healan's-Head's Mill Visitor's and Heritage Center upon its completion.

FUTURE DEVELOPMENT GUIDE *Chapter 4*



A key component of the comprehensive planning process is the creation of the Future Development Guide. The guide includes the Future Development Map, which depicts unique Character Areas that describe the type of development and land uses desired for particular areas. This guide – in addition to the goals and strategies presented in Chapter 3 – explains and helps illustrate the ‘community vision’ for growth and development in Hall County.

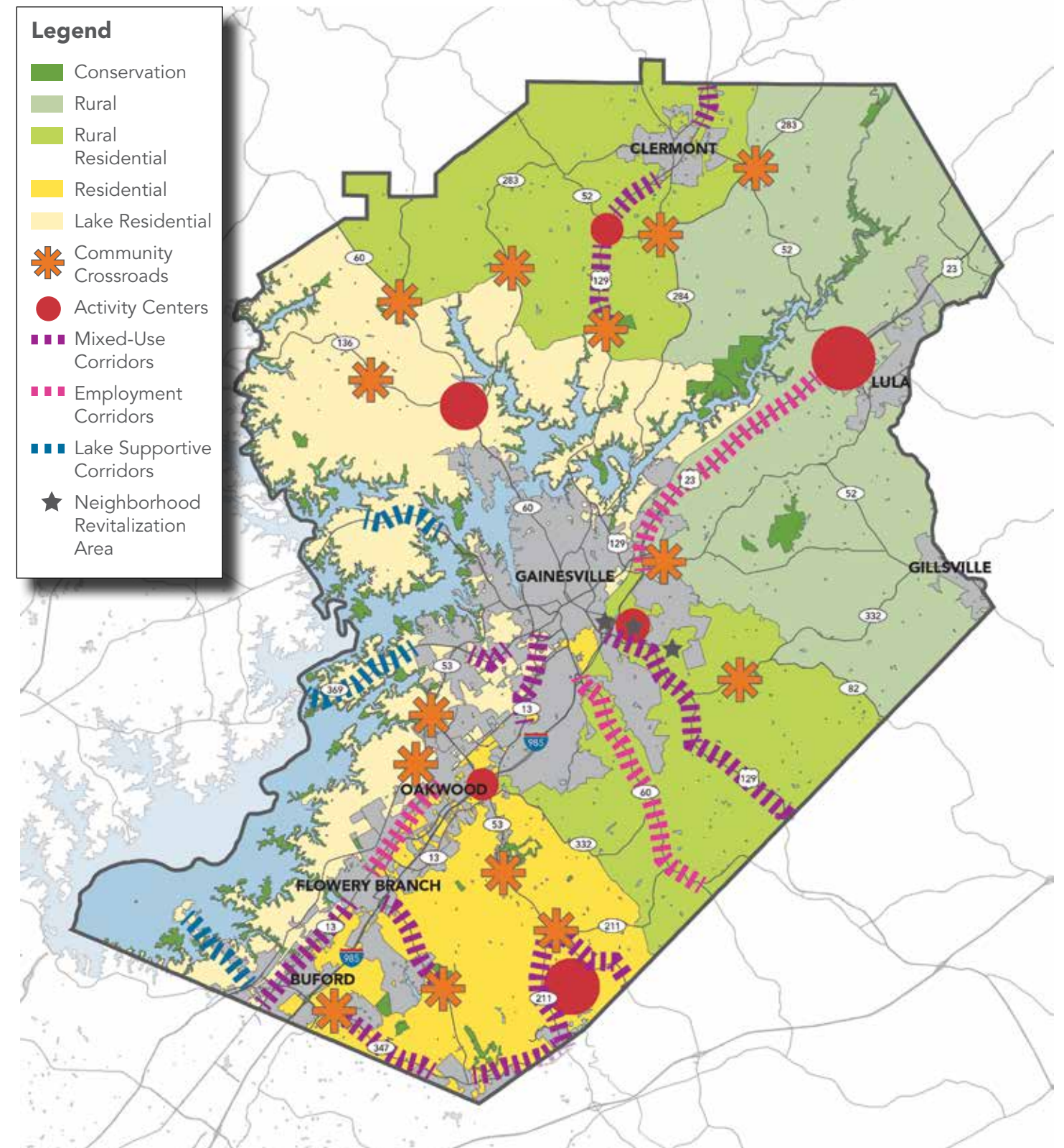
The Future Development Guide includes the three section shown below:

- Future Development Map
- Character Area-Based Planning
- Character Area Policy

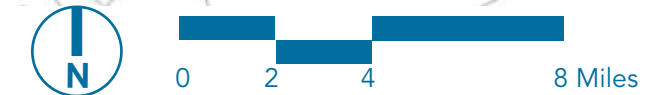
Future Development Map

The Future Development Map is used to identify the geographic location of the Character Areas within Hall County. The Character Areas are described in detail later in this chapter. The Future Development Map is intended to help guide decision making related to the physical location of development and where the most appropriate scale and intensity of development should occur. While the map recommends land uses and development patterns for a 20-year planning horizon, it is important that it is regularly reviewed to determine if amendments are needed based on changing market and demographic trends or local goals. At a minimum, the plan is required by the Georgia Department of Community Affairs to be updated every five years.

Hall County Future Development Map



Adapted from 2017 Hall County Forward Plan, Date



Relationship of Future Development Map to Zoning

County zoning consists of a zoning map that assigns a zoning classification (one of the county's agricultural, residential, commercial, industrial or planned development districts) to every property. A zoning ordinance describes these classifications, including their allowable land uses and requirements for how buildings, parking, landscaping, signs and other site features may be placed on a parcel.

The zoning map and zoning ordinance provide properties in Hall County with certain rights to development, while the Comprehensive Plan's Future Development Map serves as a guide to the future development of property. The Future Development Map (see page 18) and Character Area Policy (beginning below) should be used as a guide for future rezoning decisions undertaken by the County.

Character Area Based Planning

Character Area based planning focuses on the way an area looks and how it functions. Tailored strategies are applied to each area, with the goal of enhancing the existing character/function or promoting a desired new character for the future.

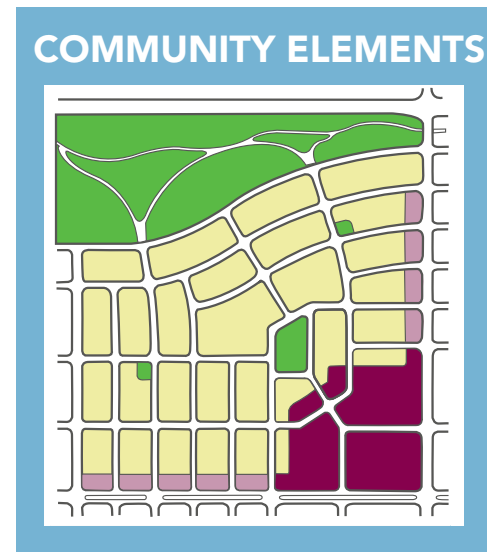
Character Areas are organized by Community Elements. These elements represent the four basic types of development – the primary 'building blocks' of a community – and include Open Space, Neighborhoods, Centers and Corridors. The table below summarizes general characteristics of each element as well as their application on the Future Development Map as specific Character Areas. The Character Areas are further described beginning on page 21.

Character Area Policy

Character Areas shown on the Future Development Map are described on the following pages. Each page presents a 'Character Area Policy' that represents and describes the Character Area in terms of the desired development pattern and supporting implementation strategies.

Each Character Area Policy presented in the narrative incorporates the following components:

- **Intent** describes the policy intent of each Character Area, specifically to preserve, maintain, enhance and/or create a desired character.
- **General Characteristics** provides a general overview of desired development pattern in terms of characteristics that are more specifically addressed in the Design Principles.
- **Application** provides a general description of areas where the Character Areas can be found or appropriately applied based on characteristics of the land and infrastructure.
- **Primary Future Land Uses** lists appropriate land uses that support the desired mix and/or type of land uses in a Character Area.
- **Design Principles** describes the form, function and character of physical elements of the Character Area. This includes density/intensity, greenspace, transportation and infrastructure (public utilities).
- **Strategies** are the implementation measures needed to achieve the desired development patterns for the character area. They reference strategies identified in Chapter 3: Community Vision.



Community Element	Diagram	Summary Description	Character Area*
Open Space		<ul style="list-style-type: none"> • Parks, floodplain, greenspace (public or privately owned) • Intended to be maintained in a natural state or for passive recreation uses 	<ul style="list-style-type: none"> • Conservation • Rural*
Neighborhood		<ul style="list-style-type: none"> • Existing neighborhoods • Areas suitable for new housing development/infill development • Located near open spaces, centers, and corridors 	<ul style="list-style-type: none"> • Rural* • Rural Residential • Residential
Center		<ul style="list-style-type: none"> • Provides residents access to a variety of retail and civic uses/space • May be larger commercial (local retail / service uses) centers, single-use employment centers (e.g. business or industrial park), or mixed use centers that include a variety of commercial, residential and/or employment elements • Includes smaller neighborhood commercial uses in rural and suburban areas 	<ol style="list-style-type: none"> 1. Community Crossroads: <ul style="list-style-type: none"> • Rural • Rural Residential • Residential 2. Activity Centers: <ul style="list-style-type: none"> • Commercial • Mixed Use • Employment • Neighborhood revitalization area
Corridor		<ul style="list-style-type: none"> • Often links activity centers and neighborhoods • Functions as a through way or a destination, depending on the land use • Primary transportation corridors or concentrations of specific land use / development type 	<ul style="list-style-type: none"> • Employment • Mixed Use • Lake Supportive

*Includes both open space and neighborhood elements

Conservation

Intent: PRESERVE environmentally sensitive areas, park land, and dedicated greenspace (open space and greenways) maintained in its natural state.

General Characteristics: Conservation Areas are public or privately- owned properties intended to be protected for natural area conservation and passive recreation purposes. They are areas of the county not suited for development, aside from passive recreation and historic interpretation uses.

Application: Conservation Areas are located throughout Hall County, represented primarily by floodplain areas, park land, and publicly and privately owned land in its natural state (green space). The areas include United States Army Corps of Engineers (USACE) land around Lake Lanier, as well as the historic Healan's-Head's Mill property that is owned by Hall County and is listed on the National Register of Historic Places.

Primary Future Land Uses

- Undeveloped areas in their natural state
- Passive parks
- Greenways / trails

Implementation Strategies (see Chapter 3)

- SED 1.4
- DP 1.1, DP 1.2
- All RC strategies

DESIGN PRINCIPLES

Density/Intensity

- Natural landscape with limited recreation-related buildings to provide access and education to community
- Building placement and exterior materials should blend with surrounding landscape and to reduce visual impacts

Greenspace

- Natural landscape
- Maintain and create connections between natural features

Transportation

- Pedestrian connectivity with greenways, trails
- Limited vehicular access

Infrastructure

- Not applicable



Note: Images are for example purposes only and may not be located in unincorporated Hall County.

Rural

Intent: PRESERVE the existing rural character, including agricultural uses and large-lot residential uses, as well as natural and historic features.

General Characteristics: Rural Areas are characterized by agricultural and very low-density single-family residential uses. The development pattern includes larger areas of undeveloped or cultivate land with large distances between buildings and deep setbacks from two-lane roads. Natural features include extensive tree cover and open space areas due to limited development, as well as waterways that include the Chattahoochee River, the Cedar Creek Reservoir and streams.

Application: Rural Areas primarily represent private agricultural, large-lot residential or undeveloped land in the northeastern and east portions of Hall County, which includes the North Oconee Watershed Protection District. These areas are located outside of the County's sewer service area. Extension of sewer lines into Rural Areas should be discouraged in order to limit development pressures on the area. Future development should be compatible with the rural character, which includes a high degree of open space and greenspace. This includes the use of conservation subdivisions to maximize the amount of open space in new residential developments that develop under current zoning that allows minimum lot sizes of 1.5 acres.

Primary Future Land Uses

- Agricultural/forestry uses
- Very low-density detached single-family residential uses
- Civic benefit uses such as places of worship and parks
- Greenways and trails

Implementation Strategies (see Chapter 3)

- SED 1.4, SED 1.6
- DP 1.1, DP 1.3, DP 2.1, DP 2.2, DP 3.2
- RC 2.7, RC 3.1, RC 3.2, RC 3.3, RC 3.4, RC 3.5, RC 4.1

DESIGN PRINCIPLES

Density/Intensity

- Very low density
- A range of agricultural activities, including more intensive uses than other areas in the County
- Deep building setbacks with green space on large lots
- Residential subdivision design should set aside a high percentage of open space

Greenspace

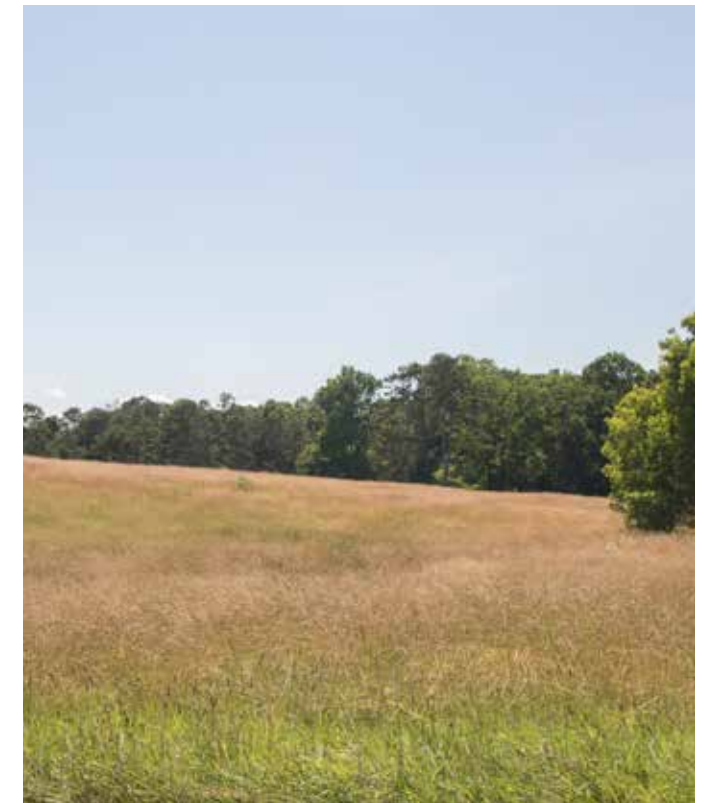
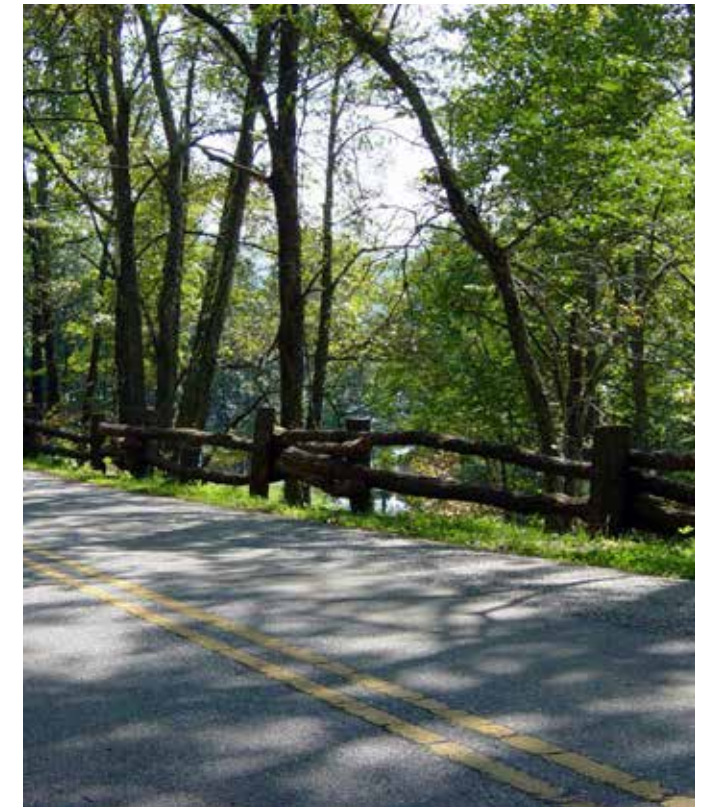
- Natural landscape
- Preserve agricultural land

Transportation

- Low to moderate pedestrian connectivity with greenway and trails
- Rural, two-lane roads

Infrastructure

- No public sewer
- Limited public water availability



Note: Images are for example purposes only and may not be located in unincorporated Hall County.

Rural Residential

Intent: **PRESERVE** the established residential/ rural character and **CREATE** a transition between Rural Areas and development in Residential Areas.

General Characteristics: Rural Residential Areas are characterized by low-density single-family residential uses with deep setbacks from the road. Future development should continue to reflect lower density detached single-family residential uses, and neighborhood design should incorporate a high percentage of open space (i.e. 'Conservation Subdivision' design).

Application: Rural Residential Areas are generally located in northwestern Hall County, as well as portions of East Hall County and the Chestnut Mountain/Candler area. Future residential development is intended to accommodate densities that are higher than are appropriate for Rural Areas but less than the more densely developed areas classified as Residential.

Primary Future Land Uses

- Low-density detached single-family residential uses (including the use of Conservation Subdivision design that sets aside a high percentage of open space within a new neighborhood)
- Agriculture
- Civic benefit uses such as places of worship, schools, community centers, parks, county services
- Greenways and trails

Implementation Strategies (see Chapter 3)

- SED 1.4, SED 1.6
- DP 1.1, DP 1.3, DP 2.1, DP 2.2, DP 3.2, DP 5.1, DP 5.2
- RC 2.7, RC 3.1, RC 3.2, RC 3.3, RC 3.4, RC 3.5, RC 4.1

DESIGN PRINCIPLES

Density/Intensity

- Low density
- 1 dwelling unit per 1-1.5 acres, depending on public water availability
- Residential subdivision design should set aside a high percentage of open space

Greenspace

- Natural landscape
- Maintain and create connections between natural features
- Informal landscaping

Transportation

- Low to moderate pedestrian connectivity with greenways and trails
- Low vehicular connectivity with generous distance between intersections

Infrastructure

- Public water; private sewer (septic)



Note: Images are for example purposes only and may not be located in unincorporated Hall County.

Residential

Intent: PRESERVE established neighborhoods and CREATE new residential development consistent with surrounding suburban densities.

General Characteristics: Residential Areas are characterized by moderate-density residential development and neighborhoods. Street networks are defined by curvilinear streets and green space is largely provided on individual lots but neighborhood open space and/or park amenities may also be provided. Pedestrian connectivity is moderate, where sidewalks may be internal to a neighborhood but may not currently connect nearby parks and schools.

Future development will continue to be detached, single-family homes at moderate densities, with opportunities for variations in housing size and types through the Planned Development District zoning classification.

New development should provide opportunities for open space/greenspace, including shared areas for the benefit of residents and ample tree cover.

Application: Residential Areas are located in South Hall County. This area is located inside the County's sewer service area and is currently served by public sewer or will have access to it as infrastructure continues to be installed by the County.

Primary Future Land Uses

- Moderate density residential uses
- Greenways and trails
- Civic benefit uses such as community centers, libraries, places of worship and schools

Implementation Strategies (see Chapter 3)

- SED 1.4
- DP 2.1, DP 2.2, DP 3.1, DP 3.2, DP 3.4, DP 4.1, DP 5.1, DP 5.2, DP 6.2
- RC 3.1, RC 3.3

DESIGN PRINCIPLES

Density/Intensity

- Moderate density
- 2 dwellings per acre
- Residential subdivision design should set aside a high percentage of open space

Greenspace

- Formal landscaping with built areas; informal landscaping with passive use areas
- Maintain and create connections between natural features
- Neighborhood and community parks

Transportation

- Moderate to high pedestrian connectivity with sidewalks, greenways, and pedestrian paths
- Moderate vehicular connectivity with curvilinear streets and generous to moderate distance between intersections

Infrastructure

- Public water and sewer



Note: Images are for example purposes only and may not be located in unincorporated Hall County.

Lake Area Residential

Intent: **PRESERVE** established neighborhoods and **CREATE** opportunities for permanent and vacation residences similar in land use patterns to Residential Areas but at lower residential densities.

General Characteristics: The Lake Area Residential category includes low-density residential development and neighborhoods. Land use patterns are similar to Residential Areas, and there is orientation toward Lake Lanier in terms of development and flexibility in use of single-family homes. The area includes the 500-foot buffer around the lake, wherein properties have the potential to be zoned Vacation Cottage District in order for single-family homes to be used as short-term vacation rentals.

Future development will continue to be detached, single family homes at low densities in addition to less intensive agricultural uses that are found in the northwestern part of the area.

Application: Lake Area Residential Areas include portions of the county adjacent to or near Lake Lanier, including parts of Murrayville/ Sardis, Gainesville, and South Hall areas. These areas are located outside of the County's sewer service area, but public water is available.

Primary Future Land Uses

- Low density residential
- Less intensive agriculture
- Greenways and trails
- Civic benefit uses such as community centers, libraries, places of worship and schools

Implementation Strategies (see Chapter 3)

- SED 1.4
- DP 2.1, DP 2.2, DP 3.1, DP 3.2, DP 3.4, DP 4.1, DP 5.1, DP 5.2, DP 6.2
- RC 1.2, RC 1.3, RC 1.4, RC 1.7, RC 1.9, RC 2.1, RC 2.3, RC 2.7, RC 3.1, RC 3.3

DESIGN PRINCIPLES

Density/Intensity

- Low density
- 1 dwelling per acre

Greenspace

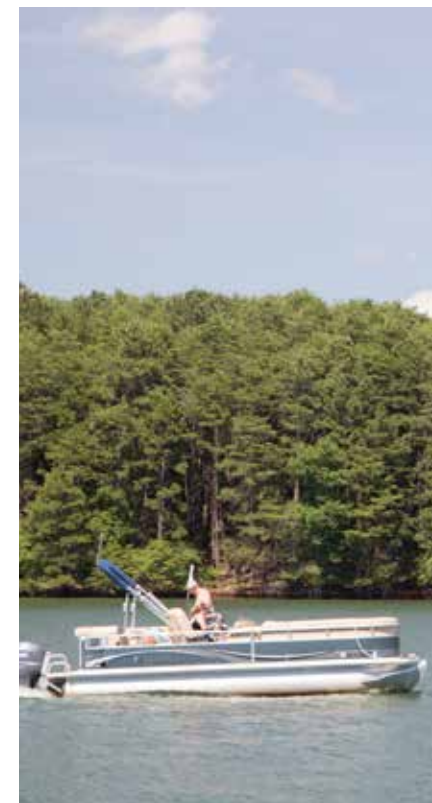
- Formal landscaping with built areas; informal landscaping with passive use areas
- Natural areas
- Agricultural uses

Transportation

- Moderate pedestrian connectivity with sidewalks, greenways, and pedestrian paths
- Moderate vehicular connectivity with curvilinear streets and generous to moderate distance between intersections

Infrastructure

- Public water and private sewer (septic)



Note: Images are for example purposes only and may not be located in unincorporated Hall County.

Community Crossroads

Intent: MAINTAIN and CREATE access to local goods and services at major intersections throughout the community.

General Characteristics: Community Crossroads are characterized by clustered commercial development around the intersection of prominent roads. The general development pattern is compact, with stand-alone or multiple businesses on a site, depending on the location. In more rural areas, a single business typically occupies a property; the building is located close to the street with parking that may be located to the front, side or rear. In developed, suburban areas, buildings may be located in a small shopping center and vehicular and pedestrian access is available to multiple businesses.

In areas designated as “Rural” future development of Community Crossroads should emphasize the compact, small scale development that supports the immediate surrounding area, including residences and agricultural uses. In “Neighborhood” designated areas, future development of Community Crossroads should emphasize connectivity and be organized in a compact form around a major intersection.

Application: Community Crossroads are found at intersections of prominent roads in Rural, Rural Residential, and Residential areas where some commercial development is currently concentrated or there is the potential to serve the local area.

Primary Future Land Uses

- Neighborhood commercial uses (smaller-scale retail and services serving nearby residents)
- Civic benefit uses such as places of worship, parks and community centers

Implementation Strategies (see Chapter 3)

- SED 1.3, SED 1.5
- DP 1.1, DP 2.1, DP 2.2, DP 3.1, DP 3.2, DP 4.2, DP 4.3
- RC 1.6, RC 4.1

DESIGN PRINCIPLES

Density/Intensity

- Low (Rural and Rural Residential areas); oriented around an intersection, where up to 2 contiguous parcels at each quadrant may be developed unless more specifically shown on the Future Development Map
- Moderate (Residential areas)

Greenspace

- Formal landscaping with built areas

Transportation

- Internal vehicular and pedestrian connectivity (Residential areas)

Infrastructure

- Water with no public sewer (Rural and Rural Residential areas)
- Public sewer availability (Residential areas)



Note: Images are for example purposes only and may not be located in unincorporated Hall County.

Activity Centers

Intent: **ENHANCE** and **CREATE** concentrated commercial uses, employment centers and mixed use development in defined areas that are served by a network of paths and streets suitable for pedestrians as well as cars.

General Characteristics: Activity Centers are characterized by compact, walkable, higher density developments. These areas provide additional employment opportunities and support residential uses (e.g. townhomes, loft apartments, condominiums) that can contribute to a live-work environment but are not consistent with the rural or suburban development patterns found in much of the county. Future development should also emphasize high quality building and site design, including dedicated open / civic space.

Application: Activity Centers are classified into four categories: Commercial (I-985 interchange and Cleveland Hwy/Brookton Lula area); Employment (at GA 365 and Lula Road); Mixed Use (see Residential and Lake Area Residential Areas); and Neighborhood Revitalization (Morningside Heights Area).

Primary Future Land Uses

- Commercial Centers:
 - I-985 – commercial uses serving local and regional users, supporting University of North Georgia
 - Cleveland Hwy/Brookton Lula – commercial uses serving local residents and providing employment opportunities; civic buildings/ spaces
- Employment Activity Centers: Master planned business park or industrial park, mid-rise office
- Mixed Use Centers: Retail, office, higher density residential (including multi-family), civic uses, open/park space
- Neighborhood Revitalization Centers: Single-family residential, mixed use (corridor-oriented neighborhood commercial and non-

heavy industrial employment opportunities), civic uses, open/park space

Implementation Strategies (see Chapter 3)

- SED 1.3, SED 1.5, SED 2.3
- DP 2.3, DP 3.1, DP 3.3, DP 4.1, DP 5.1, DP 6.2
- RC 1.6, RC 3.3

DESIGN PRINCIPLES

Density/Intensity

- Concentration of higher density/intensity in general, with the exception of Neighborhood Revitalization Center
- High density residential uses in Mixed Use Centers (townhomes, apartments and condos)
- Mixed uses may be vertical (multi-story) or horizontal (individual uses laid out in a campus setting)
- Low density residential development pattern in Neighborhood Revitalization to be maintained

Greenspace

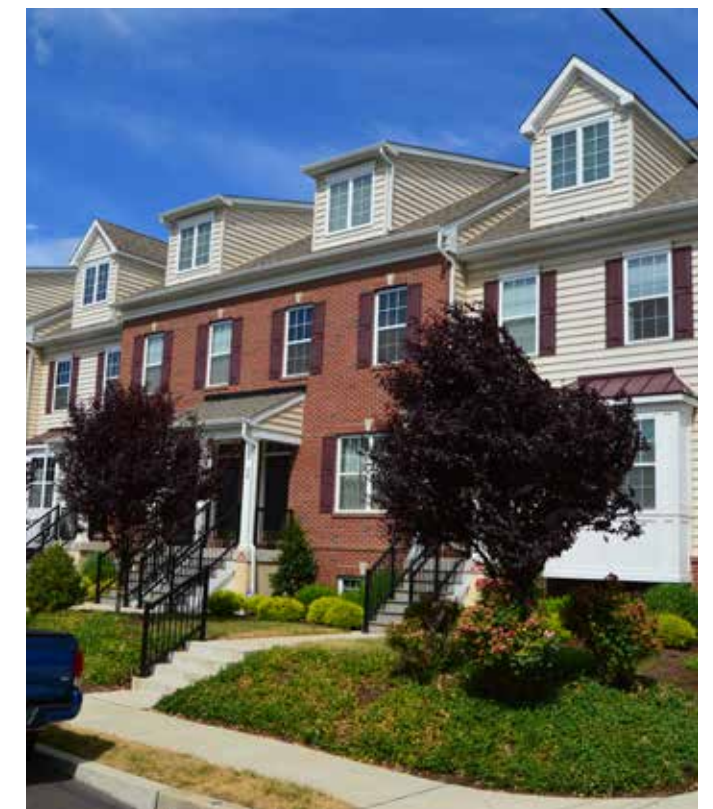
- Formal landscaping with built areas
- Open space (civic space)
- Neighborhood and community parks

Transportation

- High internal vehicular and pedestrian connectivity

Infrastructure

- Public sewer availability (Residential areas; along 985/365)
- Public water with no public sewer (all other areas)



Note: Images are for example purposes only and may not be located in unincorporated Hall County.

Corridors

Intent: **ENHANCE** and **MAINTAIN** well-functioning, attractive corridors that facilitate vehicular traffic flow and pedestrian/bicycle connectivity, serve local needs, and coordinate land use patterns without encroaching on adjacent neighborhoods. Also, **CREATE** employment opportunities where a location benefits from interstate access or supports industrial-focused development patterns.

General Characteristics: Corridors in Residential and Rural Residential areas, and multi-jurisdictional corridors (Atlanta Highway and Browns Bridge Road), are generally those roadways that are intended to accommodate a variety of non-residential uses without encroaching upon or replacing adjacent residential neighborhoods. Non-residential uses along corridors in Residential and Rural Areas should be located in close proximity to Community Crossroads or Activity Centers. Access should be from secondary roads so as not to impede traffic flow, and adjacent businesses should share interparcel access.

Corridors with interstate or rail access that support industrial or more intensive commercial uses are intended to provide additional larger-scale employment generators. Corridors adjacent to Lake Lanier should accommodate lake-oriented commercial uses with effective screening, where appropriate.

Application: Corridors are located throughout Hall County and are classified into three categories: Mixed-Use, Employment, and Lake Supportive.

Primary Future Land Uses

- Mixed-Use Corridor: Retail activities, office-based employment, civic uses, single-family residential
 - Low-impact industrial or higher density residential only where the same is found on adjacent properties
- Employment Corridor: Industrial uses, business parks, technology based operations

- Lake Supportive: Commercial uses that are boat related (boat sales, storage and equipment sales) or compliment recreational use of Lake Lanier (such as locally-owned restaurants)

Implementation Strategies (see Chapter 3)

- ED 1.3, SED 1.4, SED 1.5, SED 2.1, SED 2.2, SED 2.3
- DP 3.1, DP 3.2, DP 4.2, DP 4.3, DP 6.2
- RC 6.1

DESIGN PRINCIPLES

Density/Intensity

- Low-Moderate – Lake Supportive, Mixed-Use
- Moderate-High – Employment

Greenspace

- Formal landscaping with built areas, including adequate screening between frontage uses adjacent to residential areas and where uses have outdoor displays/storage/sales

Transportation

- High internal vehicular and pedestrian connectivity
- Access management to facilitate traffic flow (e.g. shared drives, interparcel access, accel/decel lanes)

Infrastructure

- Public sewer availability (Residential areas; along 985/365)
- Public water with no public sewer (all other areas)



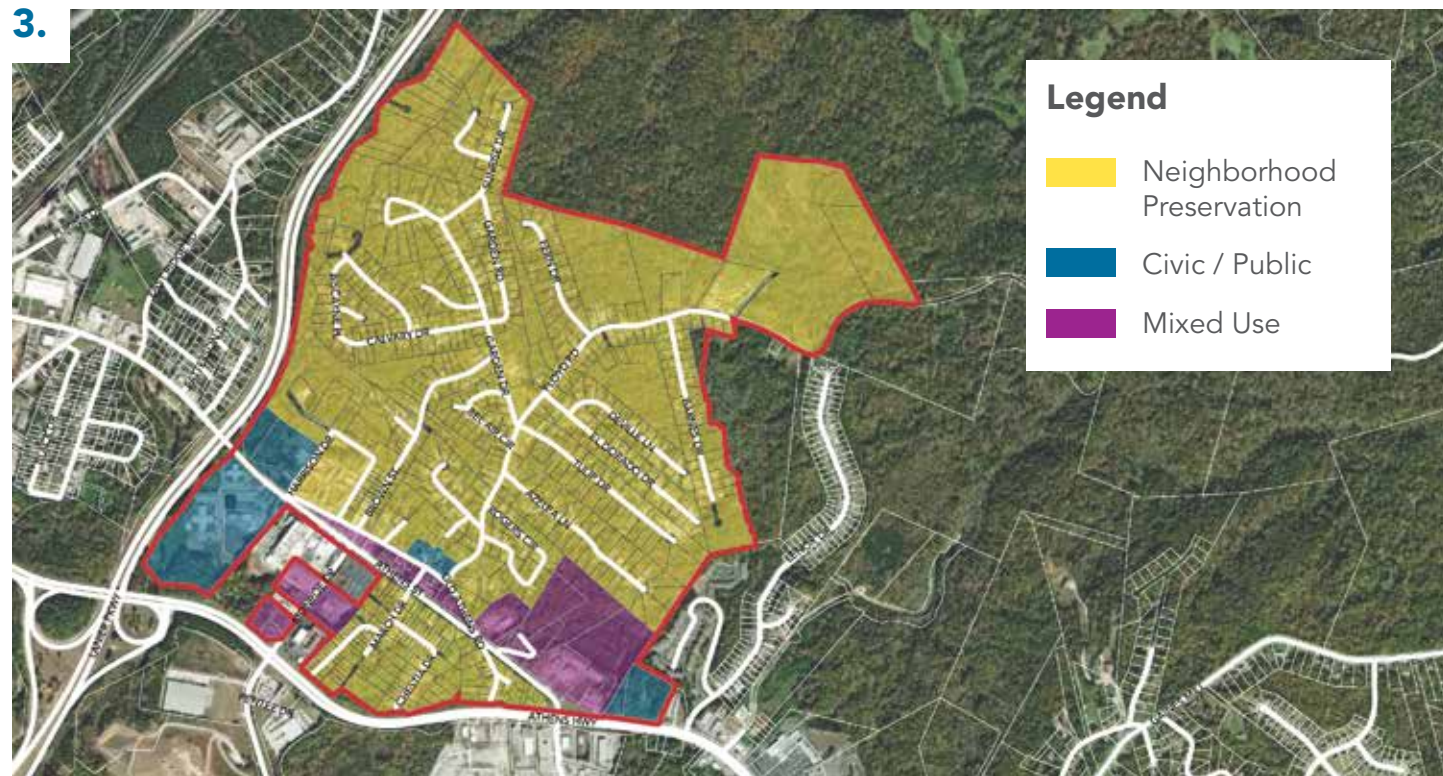
Note: Images are for example purposes only and may not be located in unincorporated Hall County.

Neighborhood Revitalization Centers

The inset maps identify primary land uses for the following areas:

1. Black and Cooley Drive
2. Gaines Mill Road
3. Morningside Heights

See also under **Chapter 5: Implementation Program.**



IMPLEMENTATION PROGRAM *Chapter 5*



The Implementation Program identifies the specific measures to implement *Hall County Forward*.

The Implementation Program includes the following elements:

- 2022-2026 Community Work Program
- Description of Specific Actions
- Supplemental Plans
- Long Term Projects List
- Plan Maintenance

Community Work Program

The Community Work Program (CWP), shown in Table 5-1, identifies specific implementation actions the County and other entities intend to take during the first five-year timeframe of the planning period. This includes programs, ordinances, administrative systems, community improvements or investments, and financing arrangements or other programs/initiatives to be put in place to implement *Hall County Forward*.

For each action the CWP outlines the following information:

- Type of action/strategy
- Brief description
- Timeframe for undertaking the activity (2022, 2023, 2024, 2025, and 2026)
- Estimated cost
- Responsible party for implementing the activity
- Funding source
- Strategy reference number (from Chapter 3: Community Vision)

Hall County 2022-2026 Community Work Program

Action / Implementation Strategy	Timeframe				
	2022	2023	2024	2025	2026
Regulations					
Prepare a Unified Development Code to update, consolidate, and streamline land use and development regulations and to support the goals of the Comprehensive Plan	X	X			
Evaluate the effectiveness of the County's tree protection standards and identify potential amendments, as necessary	X	X			
Evaluate the effectiveness of the County's Conservation Subdivision Design Option and identify potential amendments, as necessary	X	X			
Evaluate zoning buffer standards to ensure they are sufficient where commercial or industrial uses abut residential properties and identify potential amendments, as necessary	X	X			
Amend regulations to reinforce infrastructure requirements for single-family development (based on commonly applied conditions of zoning)	X	X			
Review use and outdoor storage/display standards in the Gateway Corridor Overlay District to identify appropriate locations and screening requirements	X	X			
Assess compatibility of municipalities' corridor standards/design guidelines with the County's; identify any requirements that could enhance the quality of development in the county.	X	X			
Review existing regulations for impediments to special housing needs and opportunities such as senior housing, accessory dwelling units, and affordable housing	X	X			
Establish buffer requirements for the portion of the Chattahoochee River not under the jurisdiction of the U.S. Army Corps of Engineers	X	X			

Estimated Cost	Responsible Party*	Funding Source	Strategy Ref. Number
\$80,000	Planning & Zoning	General Fund	DP 1.3, DP 2.1, DP 2.2, DP 2.3, DP 3.1, DP 4.1, DP 4.2, DP 4.3, DP 4.4, DP 5.1, RC 1.5, RC 1.9
Staff Time	Planning & Zoning	General Fund	DP 2.1
Staff Time	Planning & Zoning	General Fund	DP 2.1
Staff Time	Planning & Zoning	General Fund	DP 3.1
Staff Time	Planning & Zoning	General Fund	DP 4.1
Staff Time	Planning & Zoning	General Fund	DP 4.2
Staff Time	Planning & Zoning	General Fund	DP 4.3
Staff Time	Planning & Zoning	General Fund	DP 5.1
Staff Time	Engineering	General Fund	RC 1.9

Action / Implementation Strategy	Timeframe				
	2022	2023	2024	2025	2026
Functional Plans					
Prepare a county-wide Economic Development Plan			X		
Implement the recurring items in the Metropolitan North Georgia Water Planning District's Water Resource Management Plan	X	X	X	X	X
Prepare a Historic Preservation Plan				X	
Coordinate with the Georgia Environmental Protection Division on its Total Maximum Daily Load (TMDL) Implementation Plan for Lake Lanier to address pollutants.	X	X	X	X	X
Small Area/Master Plans					
Implement the recommendations from the neighborhood-level planning effort with the Morningside Heights, Black and Cooley Drive, and Gaines Mill Road Communities	X	X	X	X	X
East-West Corridor Study			X		
Process/Program					
Continue to work with the Greater Hall Chamber of Commerce in support of their economic development initiatives	X	X	X	X	X
Coordinate with the Lake Lanier Convention and Visitors Bureau to promote agritourism in the county	X	X	X	X	X
Maintain residential or agricultural use as the primary use(s) along roadways that do not have a "Corridor" designation on the Future Development Map	X	X	X	X	X
Coordinate with the Georgia Department of Community Affairs (DCA) to seek Less Developed Census Tract designation for the Chicopee Mill area along Atlanta Highway		X	X		

Estimated Cost	Responsible Party*	Funding Source	Strategy Ref. Number
\$55,000	Chamber, Joint Municipal Association	General Fund	SED 1.5
Staff Time	Engineering	General Fund	RC 1.1
\$33,000	Planning & Zoning, Chamber	General Fund	RC 4.1
Staff Time	Engineering	Water & Sewer Fund	RC 1.7
Staff Time	Board of Commissioners, County Staff, Concerned Citizens of Gainesville and Hall County	General Fund	SED 2.2, SED 2.3, SEC 2.3a - SEC 2.3r
\$110,000	Gainesville-Hall MPO	Parks & Leisure Fund	DP 6.1
Staff Time	Board of Commissioners, County Administration	General Fund	SED 1.1
Staff Time	Board of Commissioners, County Administration	General Fund	SED 1.6
Staff Time	Planning & Zoning	General Fund	DP 3.2
Staff Time	Chamber, BOC	General Fund	SED 2.1

Action / Implementation Strategy	Timeframe				
	2022	2023	2024	2025	2026
Process/Program (con't)					
Promote the Healan's-Head's Mill Visitor and Heritage Center upon its completion	X	X	X	X	X
Designate an existing county employee position to promote and implement greenspace recommendations (from the Recreation Plan update) and to liaise with the Chamber's Greenspace Committee	X	X	X	X	X
Promote public awareness of annual community and lake clean-up events	X	X	X	X	X
Partner with and promote local recycling initiatives and events	X	X	X	X	X
Partner with City of Gainesville on pollution prevention activities and public outreach	X	X	X	X	X
Continue to support and promote Green Hall Alliance and its activities	X	X	X	X	X
Identify eligible projects for federal Sec. 319(h) Non-Point Source Implementation Grants to address pollutants in impaired waters.			X	X	X
Inventory/Assessment					
Research the requirements needed to participate in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program to potentially reduce flood insurance premium rates	X	X			
Review regulations for any impediments to low impact development (LID) or green infrastructure approaches to stormwater management		X			

Estimated Cost	Responsible Party*	Funding Source	Strategy Ref. Number
Staff Time	Chamber, Convention and Visitors Bureau, County Administration	General Fund	RC 4.5
Staff Time	County Administration	General Fund	RC 3.5
Staff Time	Board of Commissioners, Lake Lanier Association, Keep Hall Beautiful	General Fund	RC 2.2
Staff Time	Board of Commissioners, Hall County Schools, Keep Hall Beautiful	General Fund	RC 2.4
Staff Time	Board of Commissioners, City of Gainesville	General Fund	RC 2.5
Staff Time	Board of Commissioners	General Fund	RC 2.6
Staff Time	Engineering, USDA National Resources Conservation Office	General Fund	RC 2.7
Staff Time	Engineering	General Fund	RC 1.8
Staff Time	Engineering	General Fund	RC 1.5, DP 4.4

Action / Implementation Strategy	Timeframe				
	2022	2023	2024	2025	2026
Inventory/Assessment (con't)					
Evaluate and promote options for the permanent conservation of land		X	X	X	X
Coordinate and discuss affordable/workforce housing-related needs and initiatives with the cities, Habitat for Humanity, and other public or private stakeholders		X	X	X	X
Community Improvements/Infrastructure Projects					
Implement projects from the 2014 Bicycle and Pedestrian Plan	X	X	X	X	X
Construct and operate a new regional material recycling facility (MRF)				X	X
Continue to seek innovative approaches to landfill operations to extend its life	X	X	X	X	X
Update Impact Fee Program and Amend Capital Improvements Element (CIE)	X				
Fire Station #17	X	X	X		
Fire Apparatus for Station #17	X				
Fire Station #18	X	X			
Fire Apparatus for Station #18	X	X			
East Hall Precinct	X	X			

Estimated Cost	Responsible Party*	Funding Source	Strategy Ref. Number
Staff Time	County Administration, Parks & Leisure, Chamber Greenspace Committee	General Fund	RC 1.2
Staff Time	Board of Commissioners, Joint Municipal Association, Habitat for Humanity, County Administration, Planning & Zoning	General Fund	DP 5.2
TBD	Engineering	SPLOST, General Fund	DP 6.2
TBD	Engineering, Public Works	Landfill, SPLOST	RC 2.8
TBD	Engineering, Public Works	Landfill	RC 3.4
\$70,000	Planning & Zoning, Finance	100% Impact Fees	CIE Project
\$3,385,846	Fire	10% Impact Fees, 90% SPLOST	CIE Project
\$1,133,269	Fire	10% Impact Fees, 90% SPLOST	CIE Project
\$3,385,846	Fire	10% Impact Fees, 90% SPLOST	CIE Project
\$1,133,269	Fire	10% Impact Fees, 90% SPLOST	CIE Project
\$979,000	Police	10% Impact Fees, 90% SPLOST	CIE Project

Description of Specific Actions

This description of specific actions provides additional information related to recommended regulatory updates (i.e. zoning, subdivision regulations), and new and updated plans. Each description for the regulations and plans references the specific strategies presented in Chapter 3, and the descriptions for the regulatory changes also cite the Character Areas implemented by the specific action.

Regulatory Updates

Evaluation and adoption of changes to land use and development regulations is a common follow-up after completion of a comprehensive plan. The purpose of updates to local regulations is to ensure that local governments' development tools support and implement the goals and strategies outlined in Chapter 3: Community Vision, as well as the Character Areas and development patterns described in Chapter 4: Future Development Guide. The following tasks are recommended, which may result in the need to amend land use and development regulations:

- Require an "Agricultural Use Notice" statement on final plats to inform the owner, occupants and uses of a property adjacent to an agricultural use or zoning classification that there may be potential impacts from lawful agricultural operations; consider similar language for zoning proposals and building permits (DP Strategy 1.3)
- Evaluate the effectiveness of the County's tree protection standards and Conservation Subdivision Design Option and identify potential amendments, as needed (DP Strategy 2.1)
- Incorporate minimum open space requirements into the Planned Development zoning classifications (residential, commercial, office and industrial) (DP Strategy 2.2)
- Evaluate minimum buffer standards in the Zoning Ordinance to ensure they are sufficient where commercial or industrial uses abut residential properties (DP Strategy 3.1)
- Amend regulations to incorporate common conditions of zoning (conditions that are routinely approved as part of a rezoning and are not currently found in the Zoning Ordinance) that are used to ensure a high quality of development and the provision of adequate infrastructure by an applicant (DP Strategy 4.1)
- Evaluate use and outdoor storage and display standards of the Gateway Corridor Overlay District to ensure uses requiring outdoor storage/display are appropriately located and screened (DP Strategy 4.2)
- Where roadways cross both county and city lines, evaluate corridor-specific standards and design guidelines applied by the municipalities to identify any requirements that could enhance the County's requirements (DP Strategy 4.3)
- Review existing regulations for impediments to special housing needs and opportunities such as senior housing, accessory dwelling units, and affordable housing (DP Strategy 5.1)
- Review the county's zoning and subdivision regulations for any impediments to low impact development (LID) or 'green infrastructure' approaches to stormwater management, which can lower the amount of untreated stormwater discharging to surface waters; assess findings to identify potential regulatory modifications (RC Strategy 1.5)
- Establish buffer requirements for the portion of the Chattahoochee River not under the jurisdiction of the U.S. Army Corps of Engineers, consistent with the Georgia Department of Natural Resources' rules for river corridor protection (RC Strategy 1.9)

Detailed Planning Studies

Functional plans that address a community facility/service or planning topic and small area / master plans that focus on a specific geographic area may be prepared and adopted as implementing measures of the Comprehensive Plan. These are more detailed planning studies to meet certain goals described within the plan. The facility improvements recommended by these plans will conform to the overall Comprehensive Plan. The following planning studies are recommended, with the supporting strategy from Chapter 3 identified:

Economic Development Plan

A county-wide plan can provide a mechanism for the County and its municipalities to coordinate economic development goals and efforts in conjunction with the Greater Hall Chamber of Commerce. In general an Economic Development Plan sets policy direction for economic growth and identifies strategies, programs, and projects to improve the economy.

- Partner with the Chamber of Commerce and the Hall County Joint Municipal Association to prepare a county-wide Economic Development Plan (SED Goal 1.5)

Historic Preservation Plan

A Historic Preservation Plan can help Hall County protect historic resources and identify ways to promote its heritage as an economic development tool. Both the 2012 Historic Resources Survey of unincorporated Hall County (prepared by the University of Georgia's College and Environment Design) and the public-private Healan's-Head's Mill restoration project can inform the planning process.

- Prepare a Historic Preservation Plan to promote general awareness of historic resources throughout unincorporated Hall County, prioritize protection for different resources, and encourage heritage tourism as an economic development tool (RC Strategy 4.1)

East-West Corridor Study

An East-West Corridor Study in the North Hall area can determine the viability of a new connection to relieve congestion on Dawsonville Highway and also establish next steps in project development. This study could be conducted in partnership with the Gainesville-Hall Metropolitan Planning Organization, the federally mandated transportation planning.

- Prepare an East-West Corridor Study to determine the viability of a new connection for relieving congestion on Dawsonville Highway and also establish next steps in project development (DP Strategy 6.1)

Neighborhood Revitalization Study

During the development of *Hall County Forward*, a neighborhood level study of the Morningside Heights area was undertaken to identify residents' concerns and goals for the traditionally underserved community east of downtown Gainesville. Recommendations for the area are listed below and are intended to be implemented as a coordinated effort by Hall County and the Concerned Citizens of Gainesville and Hall County, Georgia. Representative examples for certain items are also included to assist with implementation.

- Consistently enforce county codes pertaining to outdoor storage and junk items, inoperable vehicles, and litter (SED Strategy 2.3a)
- Increase Sheriff's patrols to address the high frequency of cars running all-way stops and to prevent criminal activity (SED Strategy 2.3b)
- Assess the ability to form a local Neighborhood Watch, with the assistance of the Sheriff's Office Public Information and Community Services Unit (SED Strategy 2.3c)

- Evaluate the best long-term measures for addressing speeding on local streets based on input from the Hall County Traffic Engineering Neighborhood Traffic Calming Program and the Sheriff's Office (SED Strategy 2.3d)
- Prioritize sidewalk and street lighting needs based on frequency of use and access to local transit stops (SED Strategy 2.3e)
- Continue to identify properties suitable for federal Community Home Investment Program (CHIP) and Neighborhood Stabilization Program (NSP) grants to assist with home repairs/rehabilitation and to provide affordable housing opportunities (SED Strategy 2.3f)
- Evaluate options for providing clean-up opportunities in addition to annual Keep Hall Beautiful neighborhood clean-up, such as temporary placement of containers in accessible areas for disposal of bulky or hazardous items (tires, white goods) (SED Strategy 2.3g)
- Identify homes suitable for Homes for Heroes and/or the Federal Housing Administration's (FHA) Officer Next Door programs to reduce the costs of purchasing a home and encourage law enforcement officers to live in the community (SED Strategy 2.3h; models include the Cities of Statesboro and Atlanta; also Habitat for Humanity's Secure Neighborhood Initiative)
- Identify potential "pocket parks" and trail connections during the update to the county's Parks and Recreation Plan (SED Strategy 2.3i)
- Coordinate with the Hall County Master Gardeners to establish planted gateways and community gardens, either as permanent or temporary uses of properties (SED Strategy 2.3j; a local model is Jubilee Farm Community Garden in Gainesville; also Westview (Atlanta) Community Garden)
- Research methods for recruiting a small-scale grocery store to the area; one example is a Dollar General Market, which offers a wider variety of produce and dry groceries (SED Strategy 2.3k)
- Submit a new application to the Georgia Department of Community Affairs for Opportunity Zone designation that would include the Athens Highway corridor; such a designation allows new or existing businesses to benefit from tax credits upon creating a minimum number of jobs (SED Strategy 2.3l)
- Evaluate opportunities for using County-owned property in the area for a neighborhood park (SED Strategy 2.3m)
- Improve coordination with the City of Gainesville on zoning, development, and code enforcement issues that relate to properties inside the city limits but are adjacent to the Morningside area (SED Strategy 2.3n)
- Research the potential for establishing a non-profit Community Development Corporation (CDC), which could allow interested residents to undertake economic development and residential development activities (SED Strategy 2.3o; models include the following Atlanta neighborhood-based groups: Cabbagetown Initiative CDC, Summech CDC, Reynoldstown Revitalization Corporation, Peoplestown Revitalization Corporation)
- Conduct quarterly meetings with Concerned Citizens of Gainesville and Hall County board members and County leadership/staff (SED Strategy 2.3p)
- Discuss and coordinate housing-related needs and initiatives with the City of Gainesville, Habitat for Humanity, and other public or private stakeholders to maximize the use of financial and staff resources (SED Strategy 2.3q)
- Evaluate the justification for a traffic signal warrant study at the Gaines Mill Road/Athens Highway intersection with the Georgia Department of Transportation (SED Strategy 2.3r)

Supplemental Plans

Supplemental plans are planning documents that address in detail a specific topic or issue of importance to the community and that have applicable project recommendations for Hall County. These plans support the implementation of the Comprehensive Plan by addressing identified goals and strategies in Chapters 3 and 4, and their recommendations should be used by the County to identify and prioritize projects in conjunction with the Community Work Program. The supplemental plans listed below are incorporated into the *Hall County Forward* by reference.

- Gainesville-Hall County Economic Opportunity Gateways Urban Redevelopment Plan (2012)
- Gainesville-Hall Bicycle and Pedestrian Plan Partial Update (2014)
- Vision 2030 Greenspace Initiative (2018)
- Gainesville-Hall Regional Transportation Plan Update (2020)



Long-Term Project List

The Long-Term Project List identifies specific strategies from Chapter 3 that the County intends to address beyond the first five-year timeframe of the planning period.

Action / Implementation Strategy	Strategy Ref. Number
Historic Preservation Ordinance to meet the eligibility requirements of the Certified Local Government (CLG) Program	RC 4.2
Pursue Certified Local Government (CLG) status to become eligible for federal historic preservation funds	RC 4.3
Update the North Hall County Sewer System Master Plan	RC 1.6, SED 1.4
Evaluate the steps needed to return highly treated wastewater to Lake Lanier to support long-term sustainable water use, as recommended in the Metropolitan North Georgia Water Planning District's (MNGWPD) Water Resource Management Plan	RC 1.2

Plan Maintenance

The Board of Commissioners is responsible for maintaining *Hall County Forward* to accurately reflect current community conditions and the community's vision and priorities for the future. Specific requirements for amendments and updates are described in the Rules of Georgia Department of Community Affairs (DCA) Chapter 110-12-1 "Minimum Standards and Procedures for Local Comprehensive Planning".

Annual Review

County staff will provide a status of the plan implementation to the Board of Commissioners on an annual basis. Specifically, the Community Work Program will be reviewed to identify the current status of the implementation measures and an informal progress report will be prepared. If the County chooses, the annual review process can be used to undertake a formal annual update (see below).

Plan Amendments

According to the DCA rules, the local government determines when a plan amendment is necessary to address changing circumstances that may have detracted from the usefulness of the plan as a guide to local decision-making.

Updates to the Comprehensive Plan

At a minimum, a plan update must be completed every five years, in accordance with the Local Comprehensive Plan Recertification Schedule maintained by DCA. An annual update option is provided for communities wanting to update their plan on a more frequent basis. The annual update requires submittal of a new fifth year for the Community Work Program (CWP) and any changes needed for the other years of the CWP, and if needed, changes can be made to other elements of the Comprehensive Plan. For communities collecting impact fees, an annual update of the CWP is required.

CAPITAL IMPROVEMENTS ELEMENT *Chapter 6*

The Hall County Capital Improvements Element (CIE) was adopted April 2022.

The CIE plays a significant role in the implementation of an annual / master budget by providing the link between planning and budgeting for capital projects / equipment purchases. The CIP process precedes the overall annual budget process and is used to develop the capital portion of the annual budget.

The Capital Improvement Plan is an overall six-year plan (current adopted budget plus the succeeding five planning years) that details anticipated capital expenditures and their correlations to approved sources of funding. By approving the CIE, the Hall County Board of Commissioners acknowledges that these projects and acquisitions represent a reasonable interpretation of the upcoming needs for the County, and that the projects and acquisitions contained in the first year of the plan are suitable for inclusion in the upcoming budget.

The capital improvement plan is simply that – a plan. As such, capital projects and equipment purchases are subject to change based on new or shifting service needs, special financing opportunities, emergency needs, or other directives or priorities established by the Hall County Board of Commissioners and County Administration. Because priorities can change, capital expenditures included in future planning years are not guaranteed for funding, and will be subject to further review until that year's respective budget is legally adopted.

REPORT OF ACCOMPLISHMENTS

Appendix A

Action	Completed	Underway	Postponed/ Delayed	Dropped/No Longer Applicable	Notes (if Postponed/ Dropped)
Regulations					
Prepare a Unified Development Code to update, consolidate, and streamline land use and development regulations and to support the goals of the Comprehensive Plan		X			
Require an "Agricultural Use Notice" statement on final plats	X				
Evaluate the effectiveness of the County's tree protection standards and identify potential amendments, as necessary		X			Part of Unified Development Code
Evaluate the effectiveness of the County's Conservation Subdivision Design Option and identify potential amendments, as necessary		X			Part of Unified Development Code
Incorporate minimum open space requirements into the planned development zoning classification	X				Completed in April 2019
Evaluate zoning buffer standards to ensure they are sufficient where commercial or industrial uses abut residential properties and identify potential amendments, as necessary		X			Part of Unified Development Code
Amend regulations to reinforce infrastructure requirements for single-family development (based on commonly applied conditions of zoning)		X			Part of Unified Development Code
Review use and outdoor storage/display standards in the Gateway Corridor Overlay District to identify appropriate locations and screening requirements		X			Part of Unified Development Code

Action	Completed	Underway	Postponed/ Delayed	Dropped/No Longer Applicable	Notes (if Postponed/ Dropped)
Regulations (con't)					
Assess compatibility of municipalities' corridor standards/design guidelines with the County's; identify any requirements that could enhance the quality of development in the county.		X			Part of Unified Development Code
Review existing regulations for impediments to special housing needs and opportunities such as senior housing, accessory dwelling units, and affordable housing		X			Comprehensive Plan Phase II; Part of Unified Development Code
Establish buffer requirements for the portion of the Chattahoochee River not under the jurisdiction of the U.S. Army Corps of Engineers		X			Part of Unified Development Code
Functional Plans					
Update the South Hall County Sewer System Master Plan	X				
Update the 2008 Recreation Master Plan; address parks, greenspace, recreation, and trails.	X				Hall County 2020 Parks Master Plan
Prepare a county-wide Economic Development Plan			X		Need to evaluate to identify if this is still a priority
Implement the recurring items in the Metropolitan North Georgia Water Planning District's Water Resource Management Plan		X			Continually implemented
Prepare a Historic Preservation Plan			X		To follow Comprehensive Plan Phase II
Coordinate with the Georgia Environmental Protection Division on its Total Maximum Daily Load (TMDL) Implementation Plan for Lake Lanier to address pollutants.		X			Scheduled for September 2022

Action	Completed	Underway	Postponed/ Delayed	Dropped/No Longer Applicable	Notes (if Postponed/ Dropped)
Small Area/Master Plans					
Implement the recommendations from the neighborhood-level planning effort with the Morningside Heights, Black and Cooley Drive, and Gaines Mill Road Communities		X			Continually implemented
Participate in the update to the U.S. Army Corps of Engineers' Lake Lanier Master Plan	X				
East-West Corridor Study		X			
Process/Program					
Continue to work with the Greater Hall Chamber of Commerce in support of their economic development initiatives		X			
Coordinate with the Lake Lanier Convention and Visitors Bureau to promote agritourism in the county		X			
Use the Future Development Map to guide sewer expansion planning	X				
Maintain residential or agricultural use as the primary use(s) along roadways that do not have a "corridor" designation on the Future Development Map		X			Continually implemented
Create a process and set of criteria that identifies land for permanent protection (during Recreation Plan update)	X				Hall County 2020 Parks Master Plan
Coordinate with the Georgia Department of Community Affairs (DCA) to seek Less Developed Census Tract designation for the Chicopee Mill area along Atlanta Highway		X			
Submit a new application to the Georgia DCA for Opportunity Zone designation for the Candler Road Area identified in the 2012 Urban Redevelopment Plan	X				Provided in Urban Redevelopment Plan
Promote the Healan's-Head's Mill Visitor and Heritage Center upon its completion		X			

Action	Completed	Underway	Postponed/ Delayed	Dropped/No Longer Applicable	Notes (if Postponed/ Dropped)
Process/Program (con't)					
Designate an existing county employee position to promote and implement greenspace recommendations (from the Recreation Plan update) and to liaise with the Chamber's Greenspace Committee		X			Consider standalone greenspace chapter in the Comprehensive Plan Phase II project
Promote public awareness of annual community and lake clean-up events		X			Continually implemented
Leverage SPLOST funds to address shoreline erosion and abandoned vessel removal on Lake Lanier	X				
Partner with and promote local recycling initiatives and events		X			Keep Hall Beautiful
Partner with Gainesville on pollution prevention activities and public outreach		X			
Continue to support and promote Green Hall Alliance and its activities		X			Continually implemented
Identify eligible projects for federal Sec. 319(h) Non-Point Source Implementation Grants to address pollutants in impaired waters.		X			
Inventory/Assessment					
Research the requirements needed to participate in the National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program to potentially reduce flood insurance premium rates		X			
Review regulations for any impediments to low impact development (LID) or green infrastructure approaches to stormwater management		X			Part of Unified Development Code
Evaluate potential waterways suitable for placement of additional litter traps	X				
Identify funding to complete the Healan's-Head's Mill Historic Preservation Project	X				

Action	Completed	Underway	Postponed/ Delayed	Dropped/No Longer Applicable	Notes (if Postponed/ Dropped)
Inventory/Assessment (con't)					
Evaluate and promote options for the permanent conservation of land			X		Comprehensive Plan Phase II
Identify additional trail segments to expand the Highlands to Islands Trail System (during Recreation Plan update)	X				
Identify mechanisms and funding sources, including consideration of future SPLOST and impact feeds, for greenspace protection and Highlands to Islands Trail construction (during Recreation Plan update)	X				
Coordinate and discuss affordable/workforce housing-related needs and initiatives with the cities, Habitat for Humanity, and other public or private stakeholders			X		Comprehensive Plan Phase II
Community Improvements/Infrastructure Projects					
Implement projects from the 2014 Bicycle and Pedestrian Plan		X			Continually implemented
Extend sewer to targeted business/industrial development locations	X				
Construct and operate a new regional material recycling facility (MRF)		X			Solid Waste Master Plan
Continue to seek innovative approaches to landfill operations to extend its life		X			Solid Waste Master Plan
Update Impact Fee Program and Amend Capital Improvements Element (CIE)			X		Part of Comprehensive Plan Phase II to be updated in 2022
Library collection materials	X				Impact fees
Gainesville Library expansion	X				
Fire Station #17		X			
Fire Apparatus for Station #17		X			
Fire Station #18		X			
Fire Apparatus for Station #18		X			

Action	Completed	Underway	Postponed/ Delayed	Dropped/No Longer Applicable	Notes (if Postponed/ Dropped)
Community Improvements/Infrastructure Projects (con't)					
Soccer Fields (10)	X				
Tennis Courts (8)	X				
Playgrounds (10)	X				
East Hall Precinct		X			
Jail Expansion (Phase II)	X				

PUBLIC PARTICIPATION *Appendix B*

Overview

Public participation was solicited through a survey, two meetings with a steering committee, and an online survey. Key dates were as follows:

- Steering Committee Meeting #1: March 11, 2022
- Public Meeting #1: March 14, 2022
- Steering Committee Meeting #2: April 1, 2022
- Public Meeting #2: April 11, 2022
- Public Plan Review Period: April 29 - May 29, 2022

Outreach Methods

Meaningful community involvement is a crucial part of any planning process. The following techniques to gather input from stakeholders within Hall County:

- A dedicated page on the Hall County website;
- An online survey to assess initial public opinion and gather input on types of improvements that need to be made;
- Steering Committee meetings; and
- Public meetings.

Marketing

The Planning Team worked with the County to conduct marketing and communications, and create materials for events. The Hall County website was used to promote meetings and the online survey. Social media platforms were also used to promote meetings and the survey. The local news outlets printed press releases about the planning process and meeting notices.



Online Survey

Questions

The online survey was released at the first public meeting on March 14th and was closed on April 12th. Hard copies were available at both public meetings. Total, 116 responses were received.

The survey asked five questions:

1. Which of the statements below best describes you?
 - I live in North Hall County.
 - I live in South Hall County.
 - I live in East Hall County.
 - I live in West Hall County.
 - I live in Central Hall County / Gainesville area
 - I live outside of Hall County, but I work there or visit occasionally.
 - None of these apply to me.
2. What do you think are the top five (5) most important goals for Hall County in the near and long-term future? Please select only up to five (5).
 - Land use and zoning
 - Redevelopment
 - Maintaining the quality of County service (fire, police, etc)
 - Quality housing options
 - Affordable housing options
 - Increasing safety and security
 - Maintenance of parks, recreation, and open space
 - Transportation and accessibility
 - Walkability and bikeability
 - Expanding retail options
 - Expanding job opportunities
 - Facilitating neighborhood revitalization efforts
 - Increasing cultural activities
 - Broadband availability
 - Resource conservation (water resource and greenspace protection)
 - Historic preservation

3. Of the items listed above, which of the following do you feel need the most improvement in Hall County? Check all that apply.

- Land use and zoning
- Redevelopment
- Maintaining the quality of County services (fire, police, etc)
- Quality housing options
- Affordable housing options
- Increasing safety and security
- Maintenance of parks, recreation, and open space
- Transportation and accessibility
- Walkability and bikeability
- Expanding retail options
- Expanding job opportunities
- Facilitate neighborhood revitalization efforts
- Increasing cultural activities
- Broadband availability
- Resource conservation (water resource and greenspace protection)
- Historic preservation

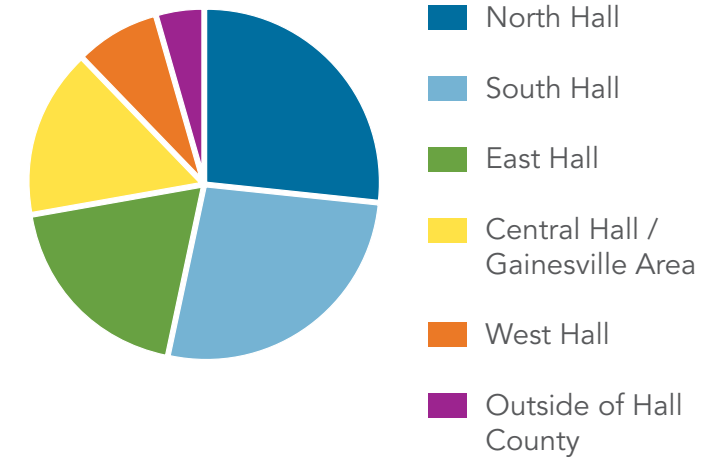
4. How would you describe the quality of existing housing in your area of Hall County? Use the sliding scale below to indicate your answer, with 1 being "very poor," 5 being "average" and 10 being "excellent."



5. Is there anything else you would like the Planning Team to know as they move forward in the planning process?

Results

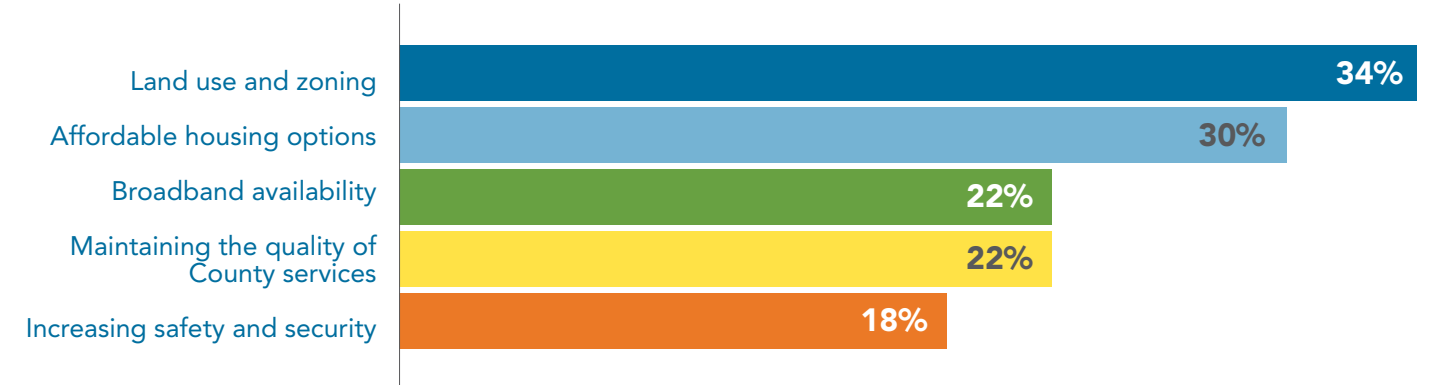
Where in Hall County do you live?



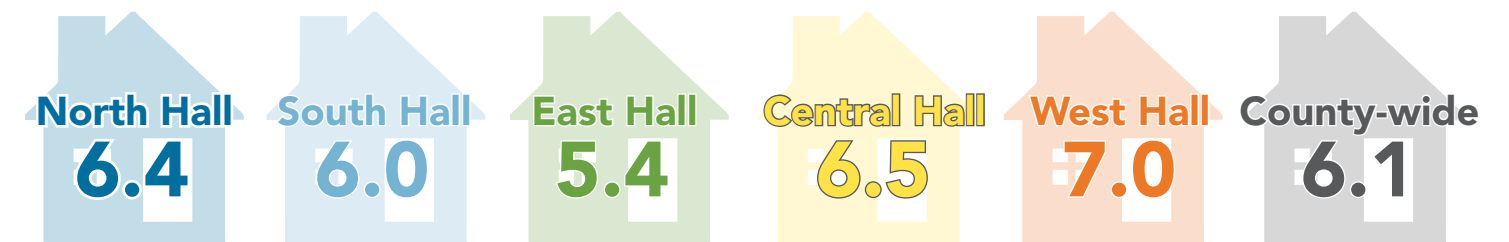
What do you think are the top five most important goals for Hall County in the near and long-term future?

- 1 Maintaining the quality of County services
- 2 Increasing safety and security
- 3 Land use and zoning
- 4 Maintenance of parks, recreation, and open space
- 5 Broadband availability

What do you feel needs the most improvement in Hall County?



How would you describe the quality of existing housing in your part of Hall County, with 1 being "very poor", 5 being "average", and 10 being "excellent."?



Steering Committee Meetings

Overview

The County chose five individuals to serve on a steering committee pursuant to the Georgia Department of Community Affairs' standards.

Steering Committee Meeting #1

The objectives of the first steering committee meeting held on March 11, 2022 were to introduce the consultant team, introduce the plan process, discuss the scope, discuss the schedule, share what the consultants had learned so far, answer questions, and get input.

To get input, the consultants did a S.W.O.T. analysis to assess what the committee felt was working, not working, and what changes they may want to see happen in the next five years.

S.W.O.T. Analysis Results

Category	Responses
Strengths	<ul style="list-style-type: none"> • Robust economy • Affordable housing • Lake Lanier as a natural growth boundary • Unique cities • Employment centers • Effect on COVID-19 on jobs and housing leading to migration • Northeast Georgia Medical Center healthcare system • Strong leadership in government and business • Skilled workforce (universities and tech schools) • Internalized industry
Weaknesses	<ul style="list-style-type: none"> • Limited connections across the lake • Topography creates challenges in development • Lack of workforce housing • Need to acknowledge surrounding communities • Infrastructure and sewer need additional funds
Opportunities	<ul style="list-style-type: none"> • Higher quality retail and housing • Can be more selective on retail and housing opportunities • Objections to annexation • Need to raise standards for density • Road improvements
Threats	<ul style="list-style-type: none"> • Annexations • Dollars spent in other communities • No road improvements

Steering Committee Meeting #2

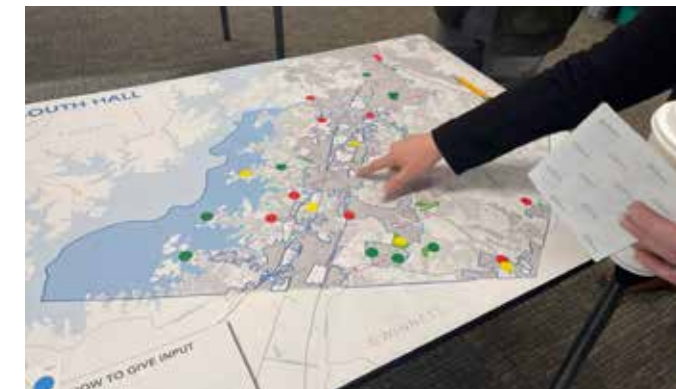
The objectives of the second steering committee meeting held on April 1, 2022 were to review the results from both the first steering committee meeting and first public meeting and get input on updates to the Community Work Program for 2022-2026. The result of this meeting was to keep the work plan as-is, and to use the Planning Areas developed in 2017 as a start for district planning within the county. The committee also provided guidance on strategies for the public input process for Phase 2 of the plan update.

Public Meetings

Public Meeting #1

The first public meeting was held on March 14, 2022 at the Board of Commissioners Meeting Room at the County Government Center. 16 people attended the meeting. The meeting was kicked off by a brief presentation that discussed the planning process, scope, demographic changes since 2017, and an explanation of input activities. A few minutes were set aside to answer questions.

After the presentation, participants were asked to identify existing assets using green dots, opportunities using yellow dots, and areas that need improvement using red dots using maps that broke the county into four areas: North Hall, South Hall, East Hall, and West Hall. The maps showed where schools, parks, city limits were located for reference. The results of this exercise were intended to get initial input that would carry over into the next phases of long-range planning. The maps and narratives can be found on the following pages.



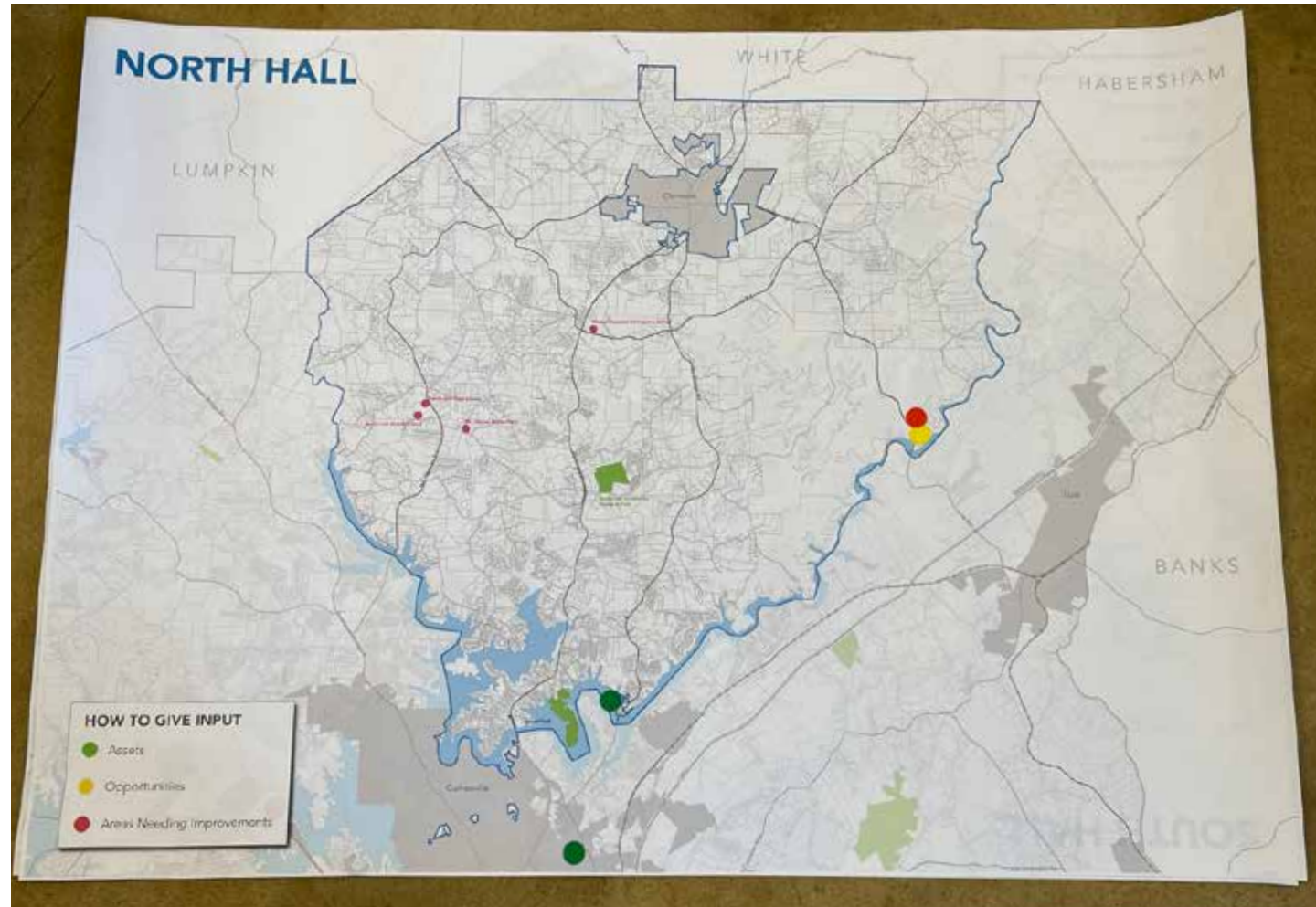
Comment cards were offered for participants to give their thoughts about other topics not covered in the meeting.

The comments given by participants include the following:

- The city/county boundaries are too confusing!
- Amtrak train could be an asset if coordinated with Atlanta and destinations north. Trains in the northeast and west coast are used effectively for tourism, commuting, etc.
- Ensure Lake Lanier and its associated parks and amenities are preserved and protected.
- Walkability needs to be reviewed at all high traffic areas, especially in South Hall.
- We need more bicycle lanes or ways to encourage bicycling as an option versus using cars.
- No plans for Candler Road. No plans for workforce or affordable housing.
- Need to keep improving pedestrian and cycling accessibility and safety, most main roads are dangerous.
- Need to minimize curb cuts on SR 365. Do not choke traffic flow in accommodating industry.
- Start greenspace preservation now before population overwhelms rural Hall County.
- Need more connectivity – walking paths, sidewalks, bike trails/lanes – throughout county especially closer to Gainesville and attractions.



North Hall



Assets

- Lake Lanier Olympic Park

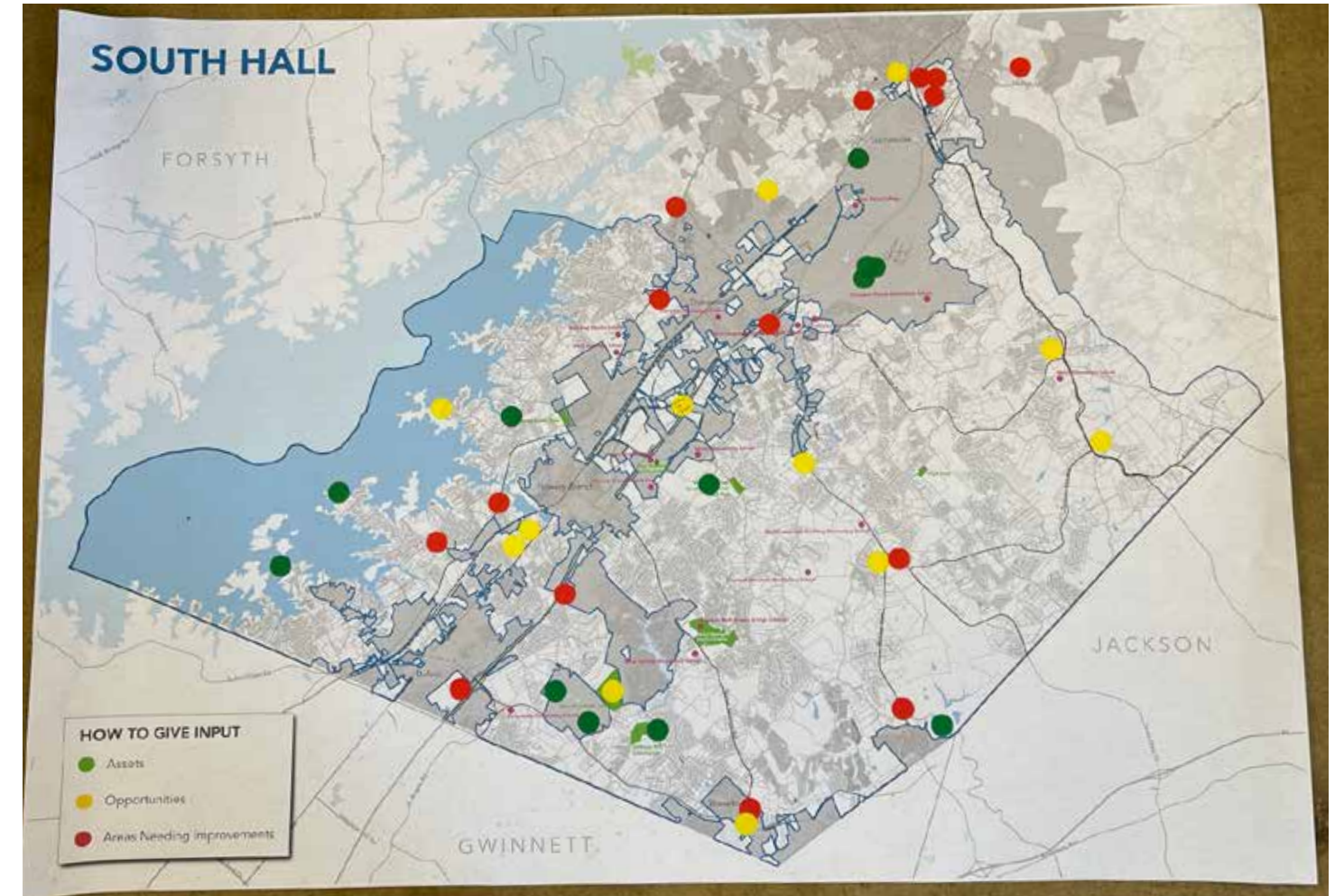
Opportunities

- Lula's Bridge on the Chattahoochee River

Improvements

- US Highway 52/Lula Road near the river

South Hall



Assets

- Lake Lanier
- Alberta Banks Park
- Williams Mill Greenspace
- Mulberry Creek Park & Community Center
- Open spaces
- Highlands to Islands trail

Opportunities

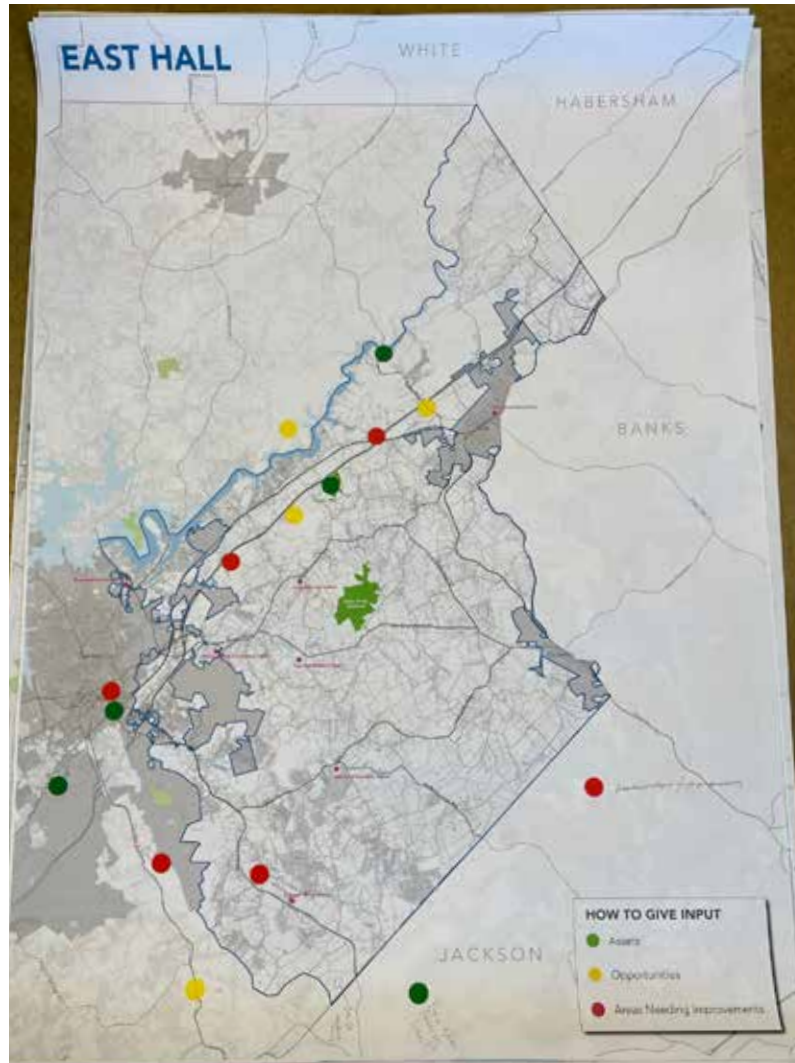
- Intersection of Friendship Road and Spout Springs Road
- Marinas on the lake along Lights Ferry Road
- Cherokee Bluffs Park
- Area near the fire station on SR 211/Winder Highway

- Areas near Ingles shopping center along SR 53/Winder Highway
- Areas along SR 60/Candler Road
- Areas around the VA Clinic on Thurmon Tanner Parkway
- Vacant land along Bell Drive

Improvements

- Some of the unincorporated islands should be annexed to the Cities that surrounds them
- Gaines Ferry Road
- McEver Road
- Intersection of Union Church Road and SR 211/Winder Highway
- Vacant land along SR 211/Winder Highway

East Hall



Assets

- Healan's-Head's Mill
- Active and passive parks along the lake

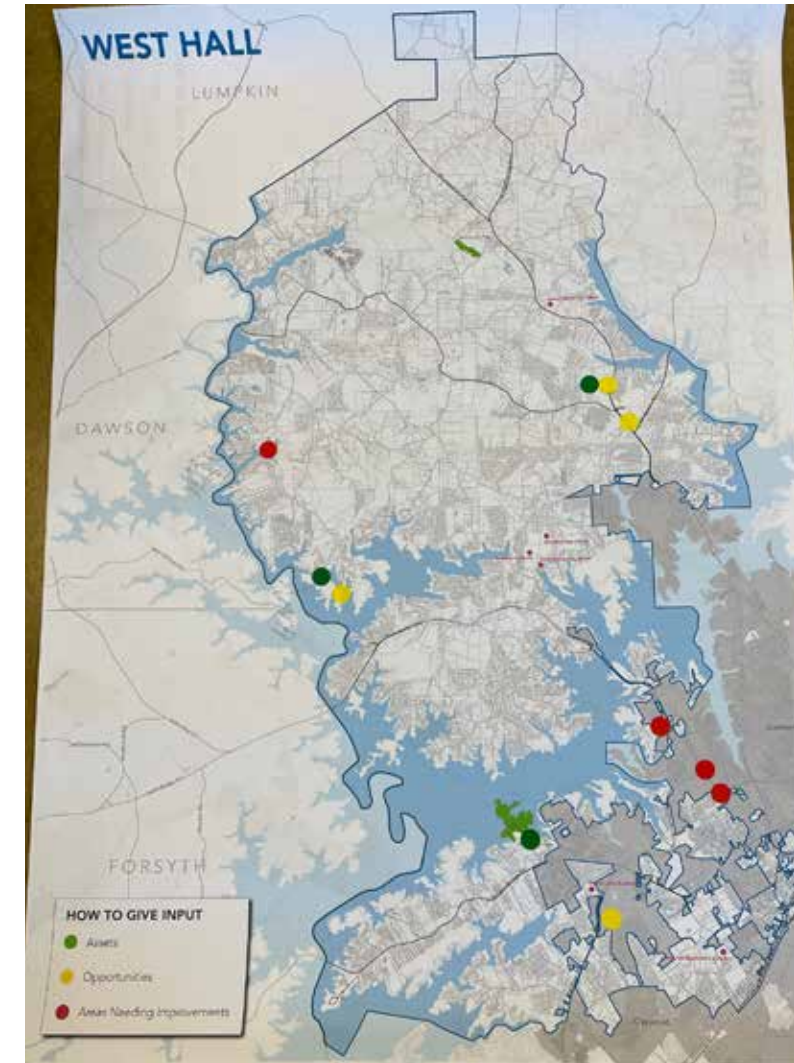
Opportunities

- SR 365/Cornelia Highway at US Highway 52
- Development along SR 365/Cornelia Highway

Improvements

- Truck traffic Lanier Parkway at the railroad
- Addressing truck traffic at new inland port
- New commercial development along SR 11/Athens Highway

West Hall



Assets

- River Forks Park
- Parks and camping areas
- Agricultural lands

Opportunities

- Addition of walking trails
- SR 60/Thompson Bridge Road
- Intersection of SR 60/Thompson Bridge Road and Price Road
- Campgrounds

Improvements

- High-speed internet for lakeside residences

Public Meeting #2

The second public meeting was held on April 11, 2022 at the Board of Commissioners Meeting Room at the Hall County Government Center. Three people attended the meeting. The meeting began with a brief presentation that discussed the planning process, scope, review of results from the last public meeting, the survey, and an explanation of input activities. Because there was a small group, significant time was allotted to open conversation and question answering.

After the presentation, participants were asked to give input on the 2017 character area plans for the purpose of informing the next phase of long-range planning. Boards were set up around the room for each of the eight character areas that showed the map of the locations, descriptive text of the design principals and the primary future land uses, and example images. Participants were asked to add a green dot on elements they like or agree with; a red dot for elements they do not like or disagree with; and a sticky note for specific comments. There were comment cards provided for more detailed responses. A summary of the responses are shown on the right.



Community Responses / Questions

- The scale of the Character Area Maps is too small, making it difficult to decipher the exact areas that the maps are covering. The maps need to be divided into sections that can be enlarged to show more detail.
- Where is growth appropriate? There are concerns about population growth and its relationship to jobs and housing and commuting patterns.
- Transportation is important to study in relation to land use patterns.
- How will the new inland port affect traffic and truck transportation? Potential issues need to be addressed.
- How is affordable housing defined? There are a high amount of chicken farms in the County, is there affordable housing available for the employees?
- What do the demographic trends indicate for the types/amount of housing in the County? Younger people want to own but do not want to do the upkeep of a house. Where are certain higher density housing types appropriate?
- The planning team needs to reach out to manufacturing company stakeholders in the next phase.



COMMUNITY ASSESSMENT *Appendix C*

Introduction

The Community Assessment presents an inventory and evaluation of existing local conditions that were used, in conjunction with input from the public participation process, to identify needs and opportunities in *Hall County Forward*. The Community Assessment Appendix is organized into the following sections:

- Socioeconomic Data Summary
 - Population
 - Housing
 - Employment
- Land Use
- Natural Resources
- Cultural Resources
- Transportation

Socioeconomic Data Summary

This section summarizes the socioeconomic characteristics of Hall County, its cities and the unincorporated area, past and future.

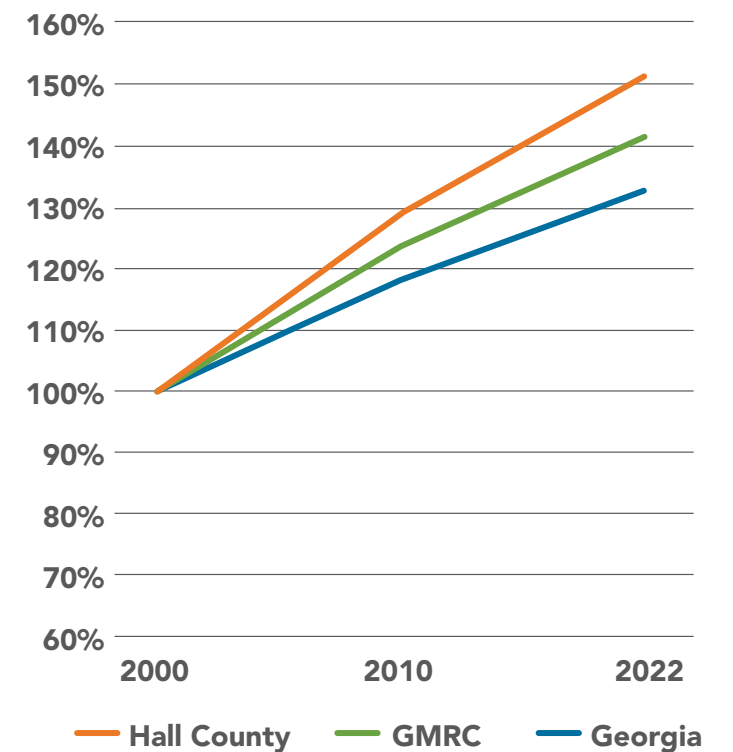
Population and Household Growth

Hall County's population is growing faster than Georgia's population with over 70,000 new residents in roughly the last two decades. The total estimated 2022 population is 210,802 with a projection of reaching 383,214 by 2050. The growth rate from years 2000-2022 is 1.9% in comparison to Georgia's 1.3% growth rate.

Similar to the trends with population growth, the households in Hall County are also increasing faster than Georgia overall. The growth rate of Hall County is 1.9% and Georgia's overall rate at 1.3%. Population and households are increasing at the same rate.

Over two-thirds of Hall County residents live in the unincorporated portions of the county. Gainesville is the largest municipality in the county, with over 20% of the county population.

Population Growth



Population Growth

Population	Hall County	GMRC	Georgia
2000 Census	139,290	356,923	8,186,491
2010 Census	179,684	442,135	9,687,653
2022 Estimate	210,802	505,339	10,868,503
2050 Forecast	383,214	653,730	13,390,283
New Population 2000-2022	71,512	148,416	2,682,012
Growth Rate 2000-2022	1.9%	1.6%	1.3%

Source: KB Advisory Group based on data from Claritas Spotlight; Gainesville-Hall MPO 2020 Regional Transportation Plan; Governor's Office of Planning and Budget.

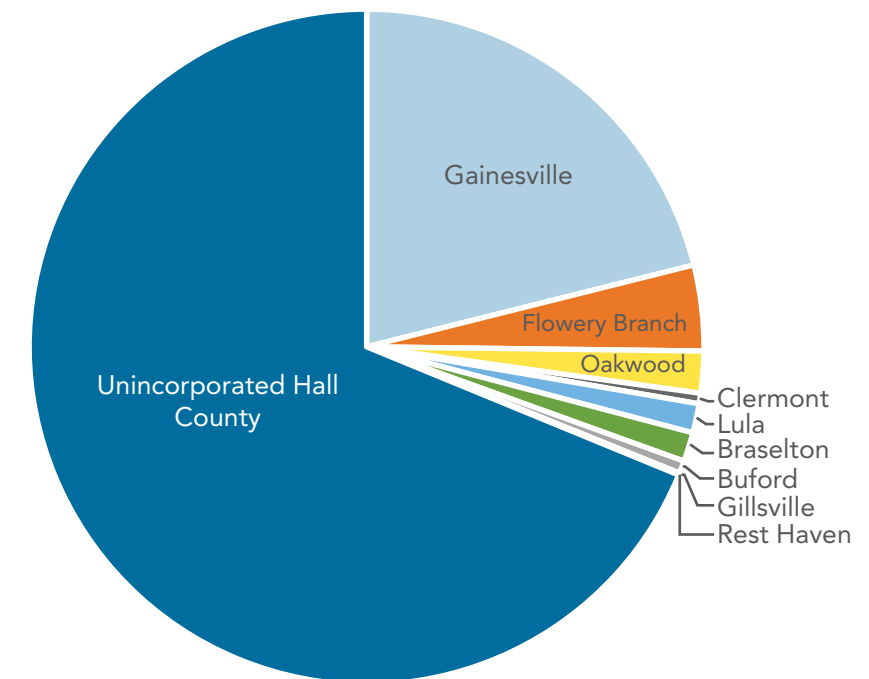
Household Growth

Households	Hall County	GMRC	Georgia
2000 Census	47,389	131,723	3,006,377
2010 Census	60,691	162,287	3,585,584
2022 Estimate	71,085	184,693	4,039,114
Growth Rate 2000-2022	1.9%	1.5%	1.4%

Source: KB Advisory Group based on data from Claritas Spotlight.

Hall County Population by Community

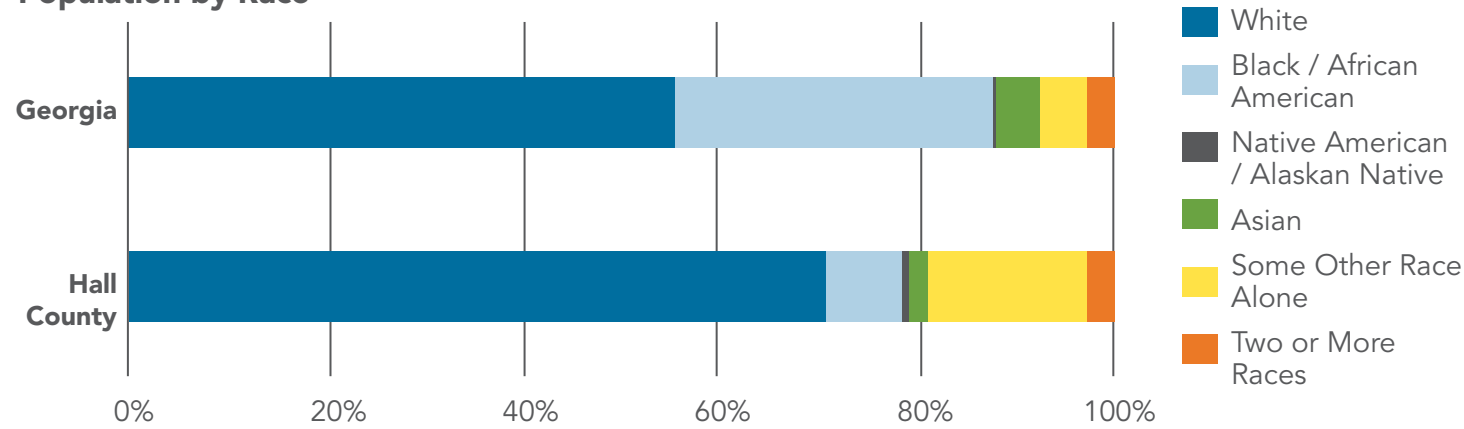
Community	Total Population Estimate	Hall Population Estimate	Percent of Hall County
Gainesville	44,479	44,479	21.1%
Flowery Branch	8,643	8,643	4.1%
Oakwood	4,216	4,216	2.0%
Clermont	1,054	1,054	0.5%
Lula	2,985	2,951	1.4%
Braselton	11,452	2,951	1.4%
Buford	16,143	1,265	0.6%
Gillsville	270	211	0.1%
Rest Haven	70	34	0.0%
Unincorporated Hall County	145,032	145,032	68.8%
TOTAL	-	210,802	-



Population Characteristics

The population of Hall County has a greater share of white residents and Hispanic/Latino residents than Georgia overall. Hispanic/Latino residents represent 30% of the County. Hall County also has a slightly higher number of Asian residents than Georgia's statistics. However, there are significantly fewer Black/African American residents living in Hall County than the remainder of Georgia. Almost 20% of the county identified as "Some Other Race Alone" suggesting that there is a relatively large multi-cultural population. This category was higher than all others except for white alone. The generational/age makeup of Hall County is overall very similar to Georgia.

Population by Race



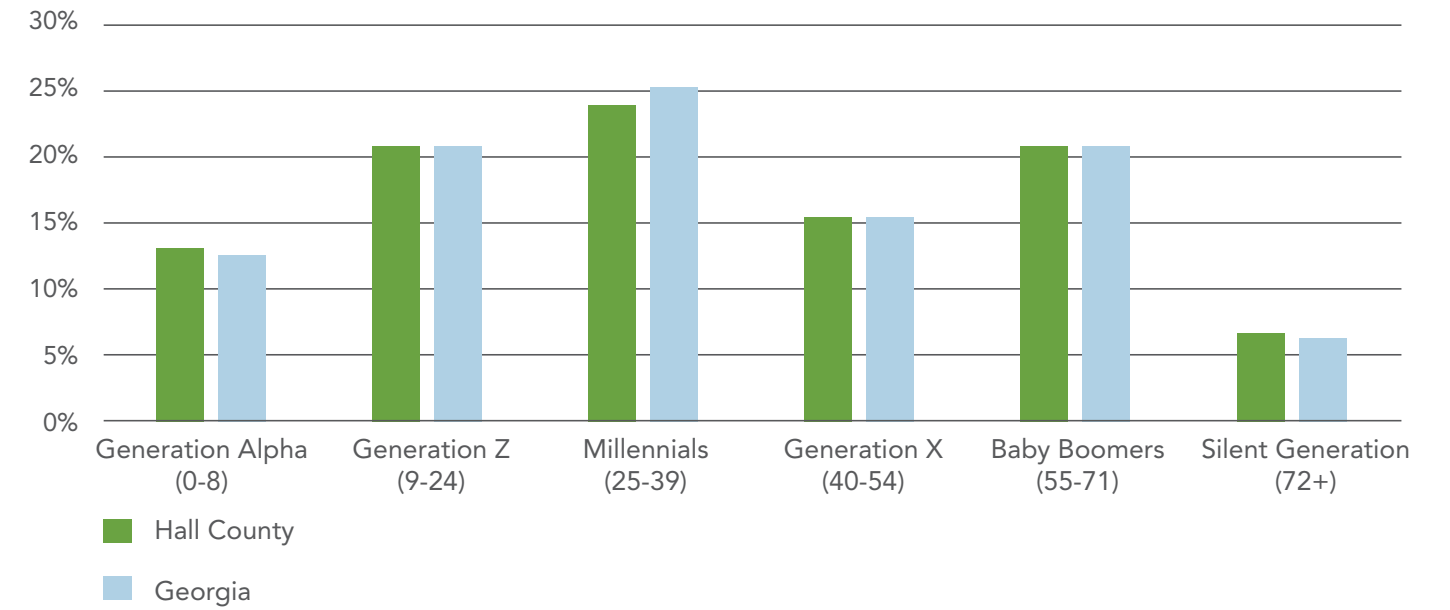
Households	Hall County	Georgia
White Alone	70.8%	55.4%
Black / African American Alone	7.7%	32.2%
American Indian/Alaskan Native Alone	0.5%	0.4%
Asian Alone	2.0%	4.5%
Native Hawaiian / Pacific Islander Alone	0.1%	0.1%
Some other race alone	16.2%	4.6%
Two or more races	2.8%	2.8%

Percent Hispanic / Latino

Households	Hall County	Georgia
Hispanic / Latino	30%	10%
Non-Hispanic / Latino	70%	90%

Source: KB Advisory Group based on data from Claritas Spotlight.

Generational Makeup



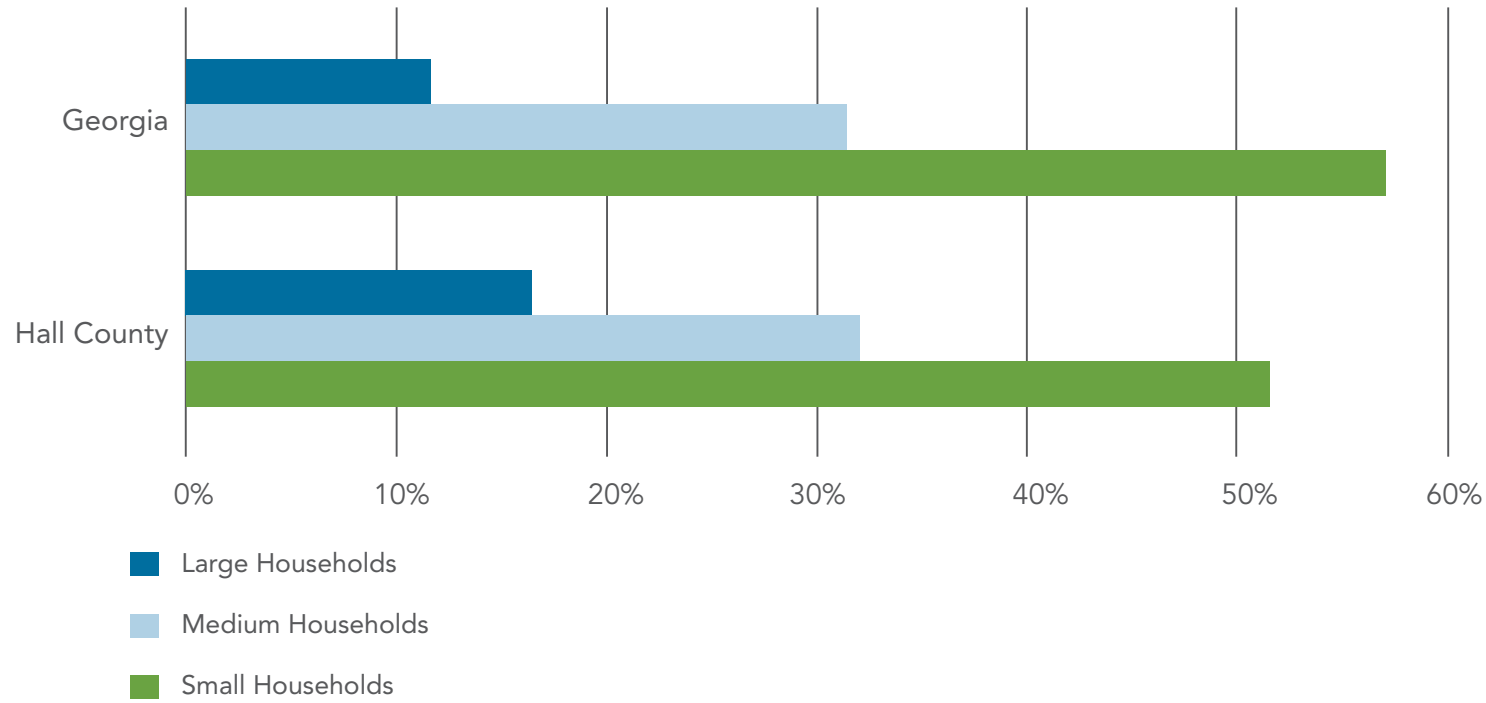
Age & Generational Cohort	Hall County	Georgia
Generation Alpha (0-8)	13%	12%
Generation Z (9-24)	21%	21%
Millennials (25-39)	24%	25%
Generation X (40-54)	15%	15%
Baby Boomers (55-71)	21%	20%
Silent Generation (72+)	7%	6%

Source: KB Advisory Group based on data from Claritas Spotlight.

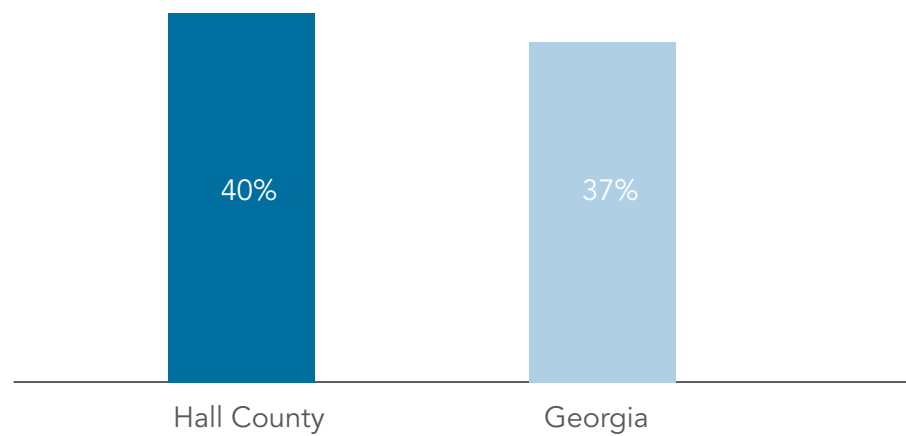
Household Characteristics

Hall County has a slightly higher proportion of households with children than Georgia. Hall County has proportionally more large households (those with 5 or more residents) than Georgia.

Household Size



Households By Presence of Children



Source: KB Advisory Group based on data from Claritas Spotlight.

Employment Characteristics

Employment by Sector

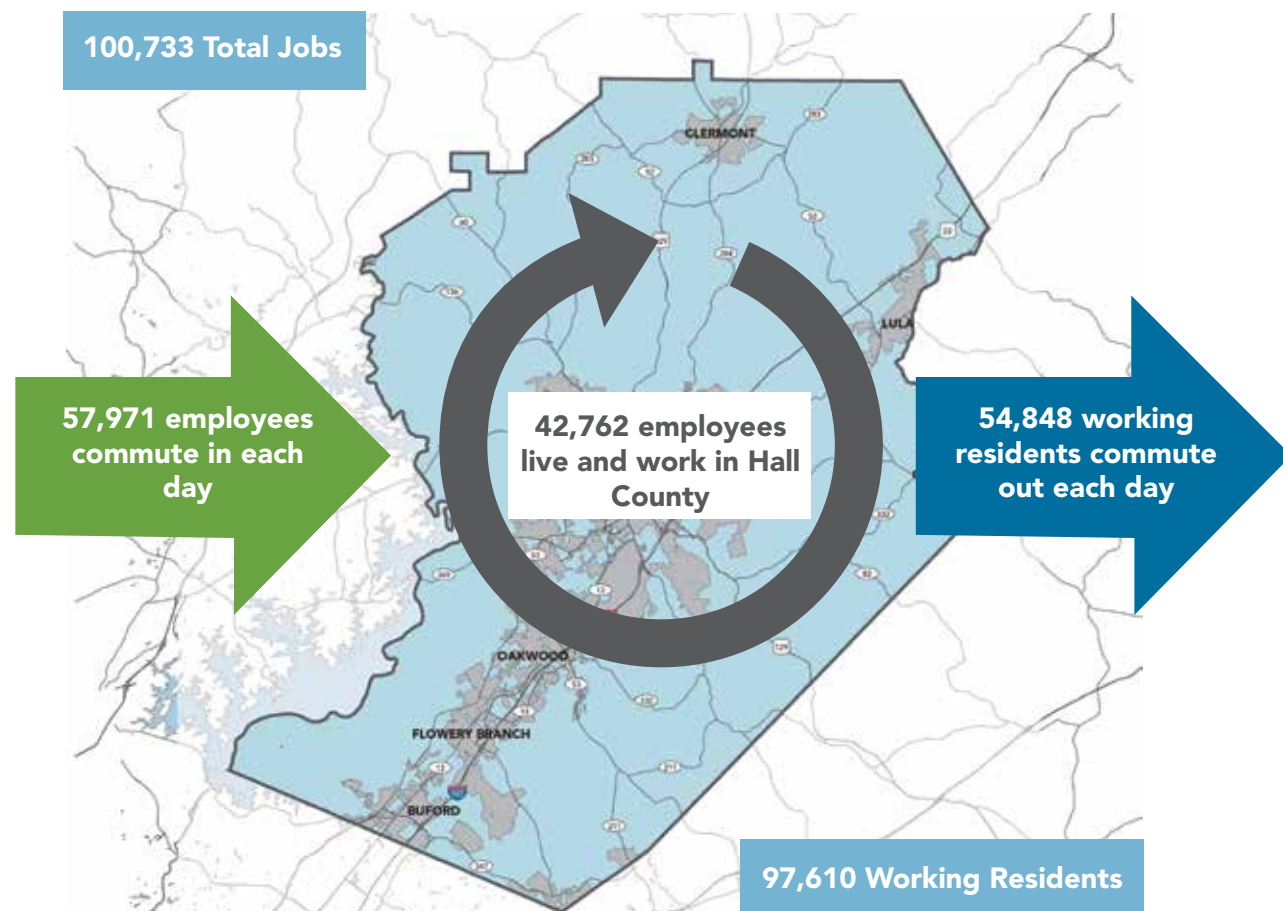
Employment	Hall County Total	Hall County Percent	Georgia Percent
Architecture / Engineering	1,554	1.5%	1.7%
Arts/Design/Entertainment/ Sports/Media	1,604	1.6%	1.9%
Building/Grounds Cleaning/Main- tenance	4,339	4.3%	3.6%
Business/Financial Operations	4,387	4.4%	5.6%
Community/Social Services	1,029	1.0%	1.6%
Computer/Mathematical	1,937	1.9%	3.4%
Construction/Extraction	7,195	7.1%	4.9%
Education/Training/Library	5,351	5.3%	6.4%
Farming/Fishing/Forestry	1,076	1.1%	0.5%
Food Preparation/Service Related	4,765	4.7%	5.6%
Healthcare Practitioner/ Technician	4,385	4.4%	5.4%
Healthcare Support	2,439	2.4%	2.3%
Installation/Maintenance/Repair	4,023	4.0%	3.5%
Legal	390	0.4%	1.0%
Life/Physical/Social Science	341	0.3%	0.8%
Management	10,045	10.0%	10.7%
Office/Administrative Support	9,958	9.9%	11.1%
Production	13,249	13.2%	6.1%
Protective Services	1,049	1.0%	2.2%
Sales/Related	11,229	11.1%	10.5%
Personal Care/Service	1,886	1.9%	2.4%
Transportation/Material Moving	8,502	8.4%	8.8%
TOTAL	100,733		

There are currently a total of 100,733 employees that work in Hall County. The largest employment sectors in Hall County include:

- Production
- Sales
- Management
- Transportation
- Construction

There are a total of 100,733 jobs in Hall County and 97,610 working residents. The commuting patterns show that over half (58%) of the employees working in the county commute in from elsewhere. Of the total working residents, 56% commute out each day. For employees commuting out, Gwinnett County, GA is the destination with the highest percentage of commuting employees at 15%. Alternatively, Gwinnett County also provides the highest percentage at 11% of the total employees commuting into Hall County each day. The majority (79%) of commuting employees drove alone on their commutes. A minimal amount of people used public transportation. Transportation recommendations in the next phase will need to consider these commuting trends.

Commuting Patterns

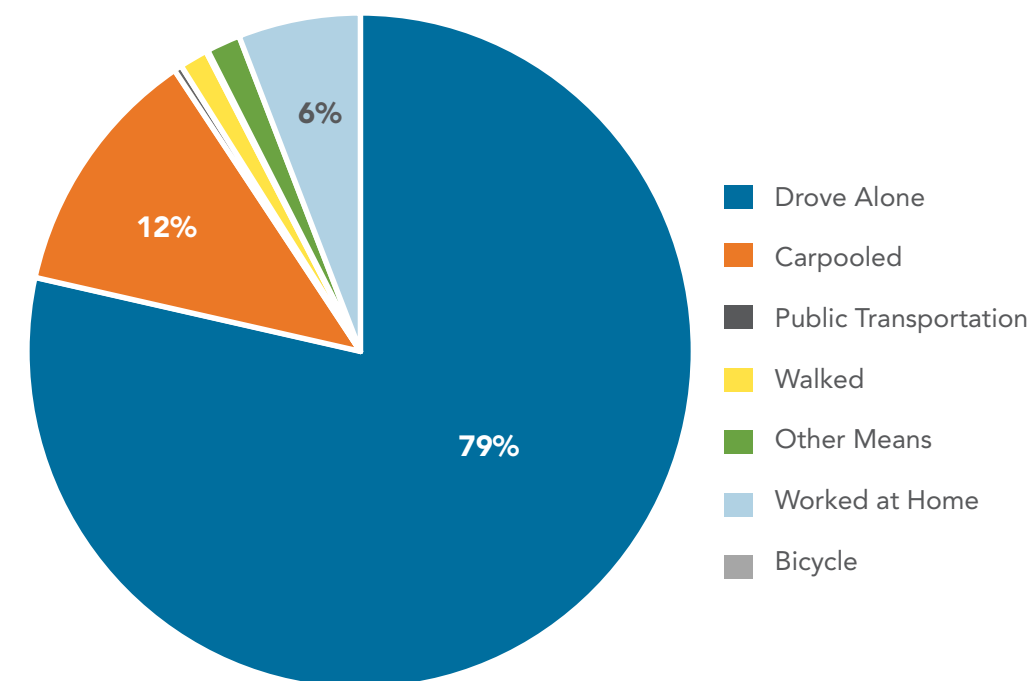


Source: KB Advisory Group based on data from Claritas Spotlight.

Commuting Patterns

	Total	Percent
Total Hall County Employment	100,733	-
Workers in Hall County Commuting from Elsewhere	57,971	58%
Workers Living and Working in Hall County	42,762	42%
Working Residents	97,610	-
Workers Living in Hall County Employed Elsewhere	54,848	56%
Workers Living and Working in Hall County	42,762	44%

Commuting Characteristics



Source: KB Advisory Group based on data from Claritas Spotlight.

Hall County Residents by Commute Destination

Destination	Percent
Hall County, GA	46%
Gwinnett County, GA	15%
Fulton County, GA	8%
Forsyth County, GA	4%
Jackson County, GA	4%
Cobb County, GA	3%
DeKalb County, GA	3%
Habersham County, GA	1%
Lumpkin County, GA	1%
Clarke County, GA	1%
All Other Locations	15%

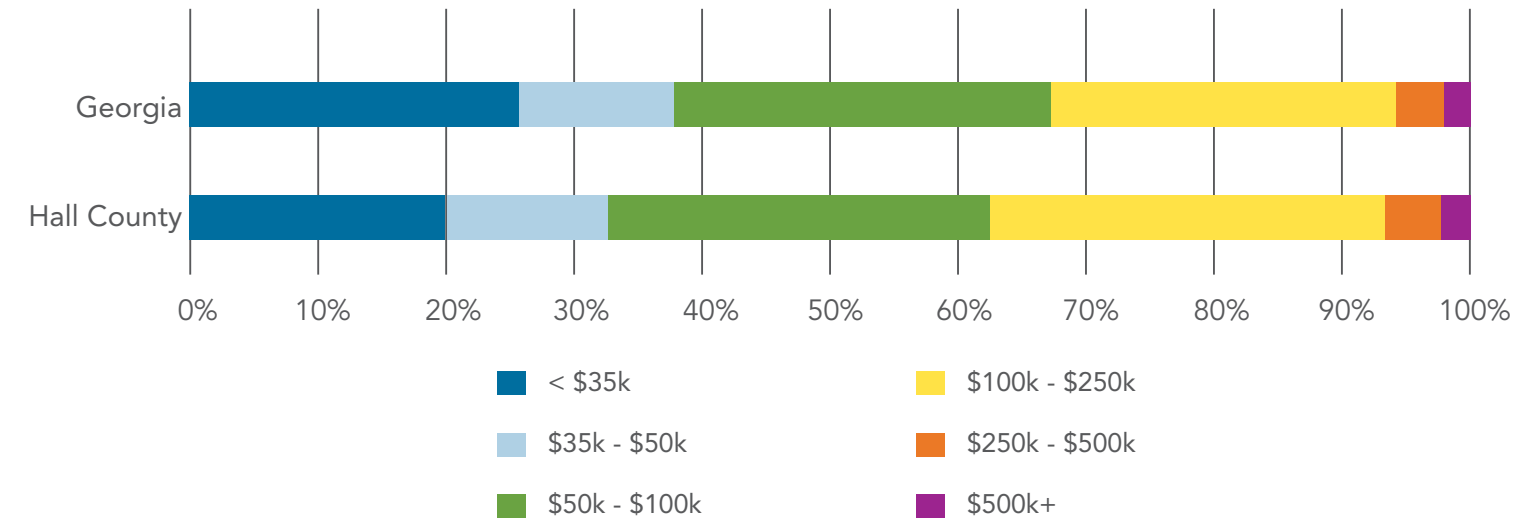
Hall County Employees by Commute Origin

Destination	Percent
Hall County, GA	42%
Gwinnett County, GA	11%
Fulton County, GA	4%
Forsyth County, GA	4%
Jackson County, GA	3%
Cobb County, GA	3%
DeKalb County, GA	2%
Habersham County, GA	2%
Lumpkin County, GA	2%
Clarke County, GA	2%
All Other Locations	24%

Income Characteristics

Median household incomes in Hall County are higher than in Georgia. Hall County has fewer households earning less than \$35,000 annually than Georgia. The median household income at \$75,245 and the majority of households fall into the categories of \$50K - \$100K or \$100K - \$250K.

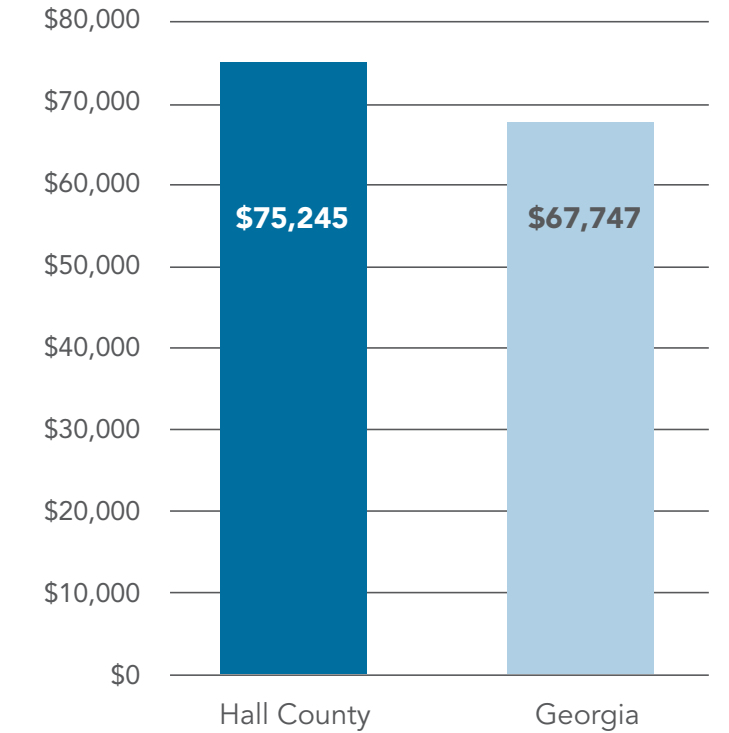
Household Income Distribution



Household Income Distribution

Households	Hall County	Georgia
<35K	20%	26%
\$35K - \$50K	13%	12%
\$50K - \$100K	30%	30%
\$100K - \$250K	31%	27%
\$250K - \$500K	4%	4%
\$500K+	2%	2%

Median Household Income

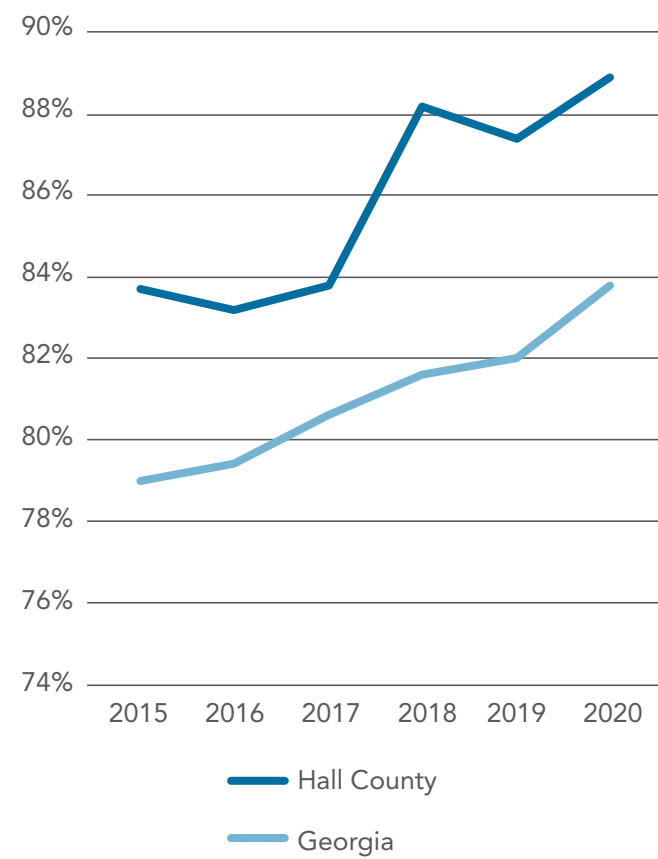


Source: KB Advisory Group based on data from Claritas Spotlight.

Educational Characteristics

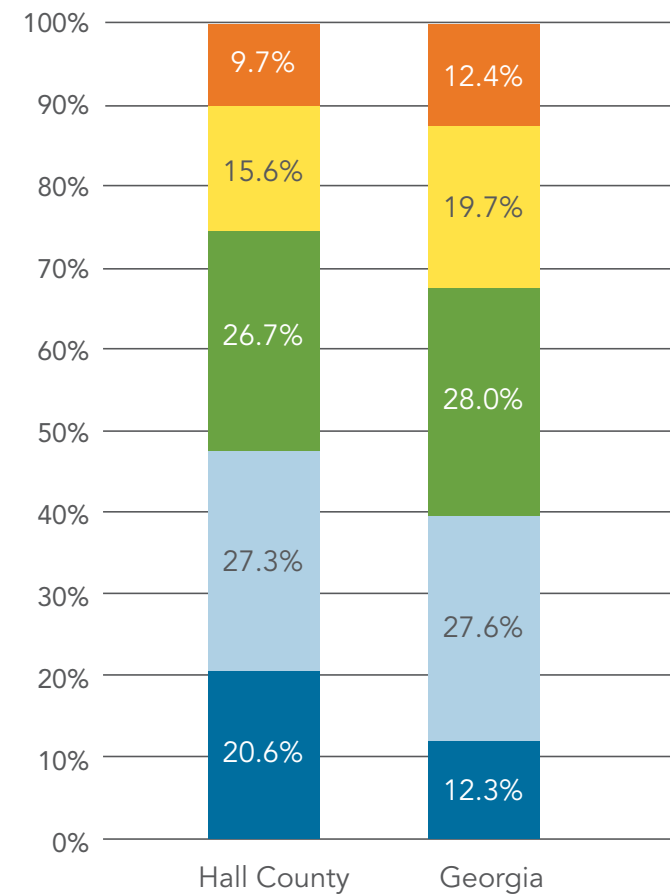
Hall County high school graduation rates are rising, and are consistently higher than Georgia over the past five years of available data. Hall County has a larger proportion of residents who lack a high school diploma than the state overall.

High School Graduation Rates



Source: KB Advisory Group based on data from Claritas Spotlight.

Educational Attainment



- Advanced Degree
- 4 Year Degree
- 2 Year Degree / Some College
- High School Diploma
- Less than High School Diploma

Land Use

Existing Land Uses

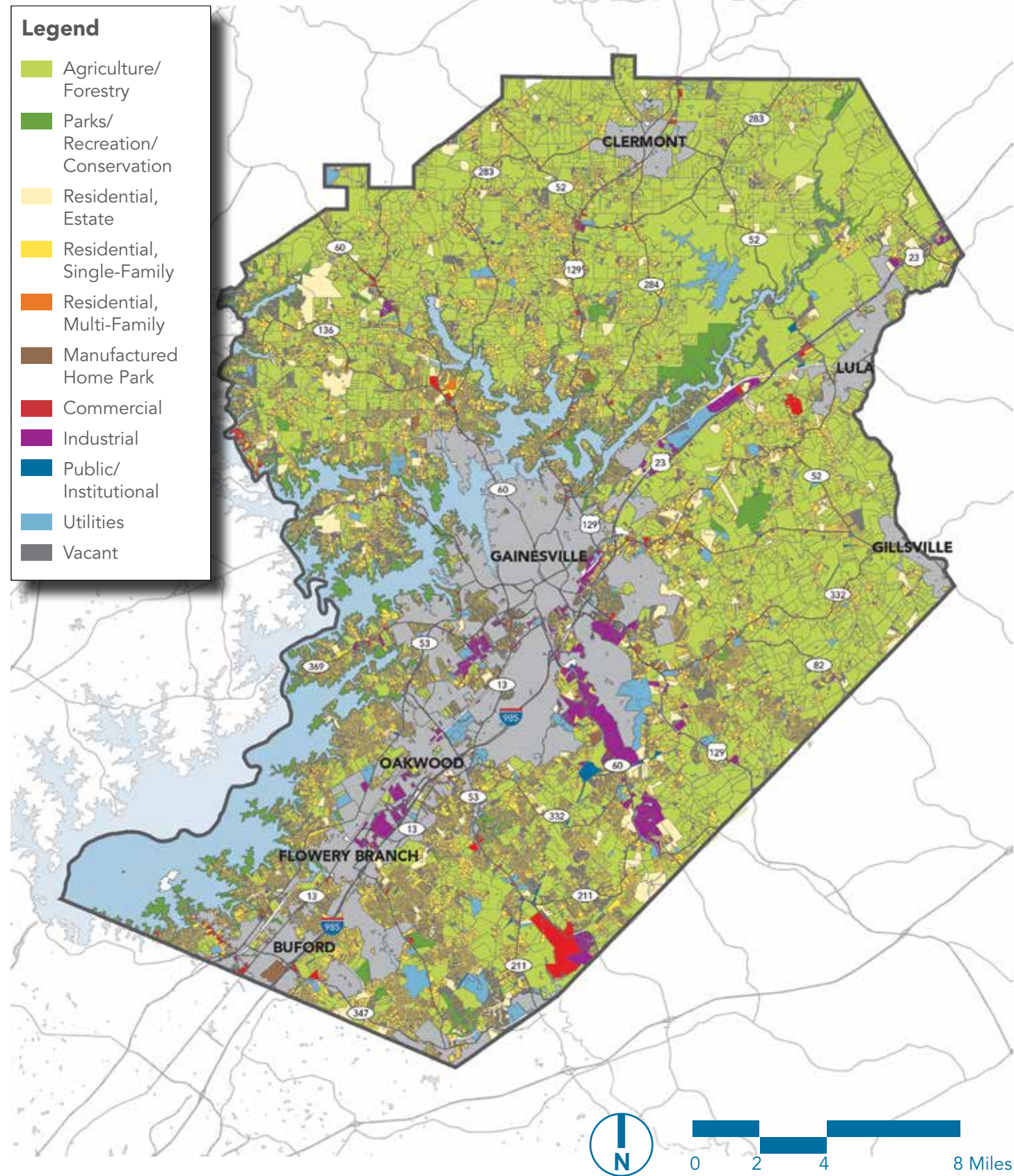
This section describes the nature of existing land use in Hall County in terms of different land use types. The Existing Land Use Map (see next page) displays county-wide existing land use, defined as the current use of parcels of land and categorized as described in the Existing Land Use Categories table below. The Existing Land Use Map was developed through a process of GIS analysis that involved tax digest data from Hall County, aerial photography from various sources, and ground-truthing.

Predominant land uses in unincorporated Hall County are agricultural and residential. Approximately 56% of land is classified as agricultural use, and 39% residential. North and East Hall County include large tracts of agricultural land, as well as large-lot residential uses. Agricultural uses are also scattered through much of unincorporated Hall County. Single-family residential development (lower density suburban development) is most predominant in South Hall and the Gainesville Area, extending northward into the Chestnut Mountain/Candler and Murrayville/Sardis areas. The areas of most intense development in Hall County include concentrations of commercial uses in incorporated areas and industrial development following interstate and rail corridors.

Existing Land Use Categories

Category	Description
Agriculture/Forestry	Land dedicated to agricultural and forestry activities
Parks/Recreation/Conservation	Dedicated open space such as public parks and state and federal lands
Residential, Estate	Single-family detached homes and manufactured homes on individual lots > 5 acres
Residential, Single-Family	Single-family detached homes and manufactured homes on individual lots < 5 acres
Residential, Multi-Family	Apartments, attached homes (i.e. townhomes, duplexes), condominiums
Manufactured Home Park	Multiple manufactured homes ("mobile homes") on a single, unsubdivided lot
Commercial	Non-industrial businesses including retail sales, office, services and entertainment
Industrial	Land dedicated to warehousing, wholesale trade and manufacturing
Public/Institutional	State, federal or local government uses including city halls and government building complexes, police and fire stations, libraries, prisons, schools, etc.
Utilities	Properties devoted to power generation plants, radio towers, telephone switching stations, electric utility substations, and other similar uses

Existing Land Use Map



Community Revitalization Needs

During the development of *Hall County Forward* in 2017, a neighborhood-level study of the Morningside Heights area was undertaken to identify residents' concerns and goals for the traditionally underserved community east of downtown Gainesville. A neighborhood-level workshop was held to gather ideas, comments, and concerns for the future of the Morningside Heights, Gaines Mill Road, and Black and Cooley Drive areas. Residents of the area, which abuts I-985 east of Downtown Gainesville, shared their thoughts about local housing, development, connectivity, pedestrian safety, parks and open space, and public infrastructure.

The following series of maps summarize existing conditions in the area, as documented in 2017. As shown in the Study Area map on the next page, the Morningside Heights, Gaines Mill Road and Black and Cooley Drive neighborhoods abut the Gainesville city limits. Existing land uses are primarily detached single-family homes with residential or agricultural zoning designations, and numerous lots are vacant or contain abandoned buildings in disrepair. Some commercial and industrial uses are found along Athens Street. Several churches are located along Floyd Road, which provides one of two entrances into the Morningside Heights area. The Beulah Rucker Museum, which is listed on the National Register of Historic Places, is located at the southeastern edge of the neighborhood. Pedestrian connectivity is limited (see green line on Pedestrian Connections Map), with a sidewalk along the length of Floyd Road and some sidewalk segments in the western portion of the study along Old Athens Road and Athens Street that provide access to only a few of the Gainesville Connection bus stops that are in the area.

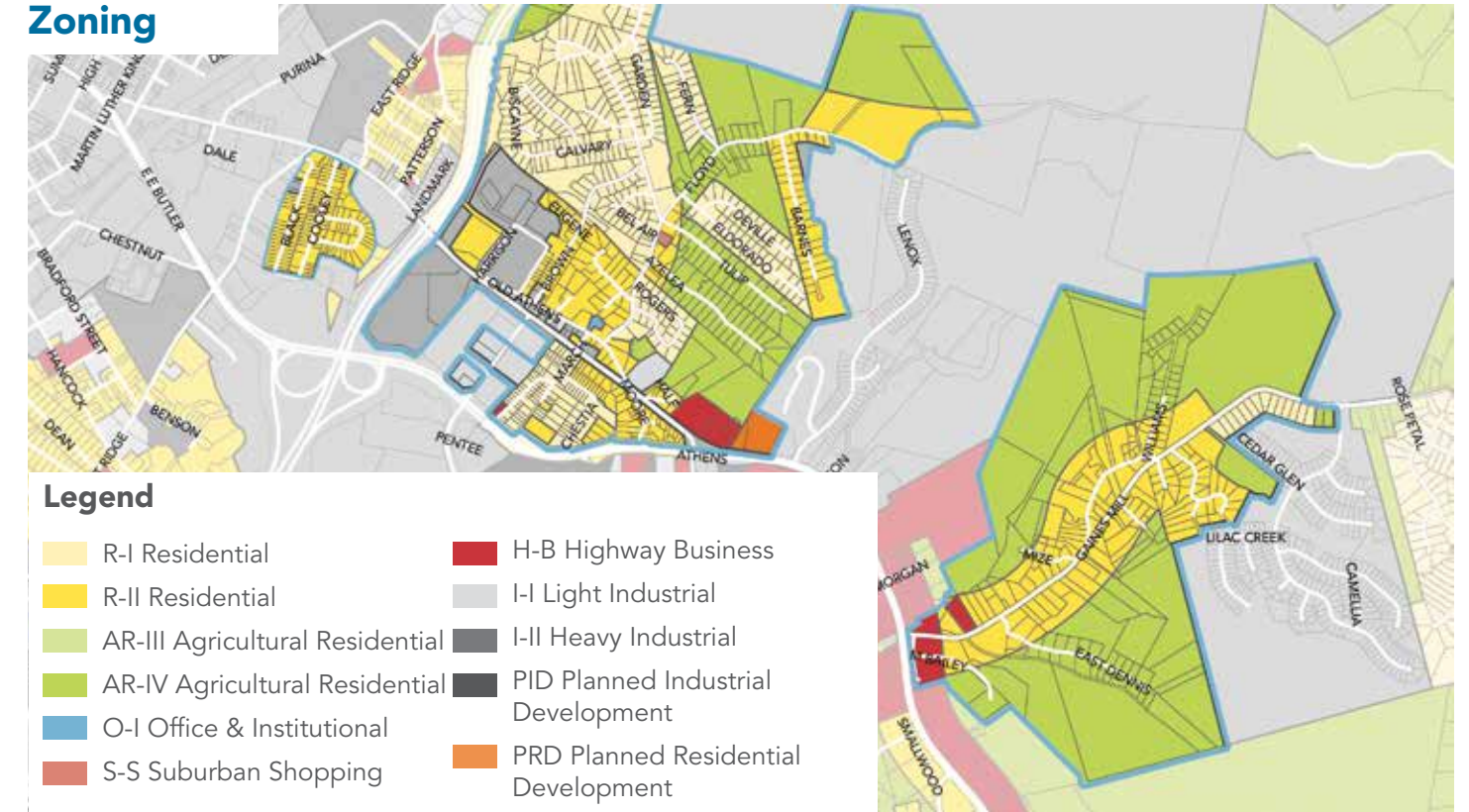
Recommendations for the area are described in [Chapter 5: Implementation Program](#).












Morningside Heights Area Visioning Study



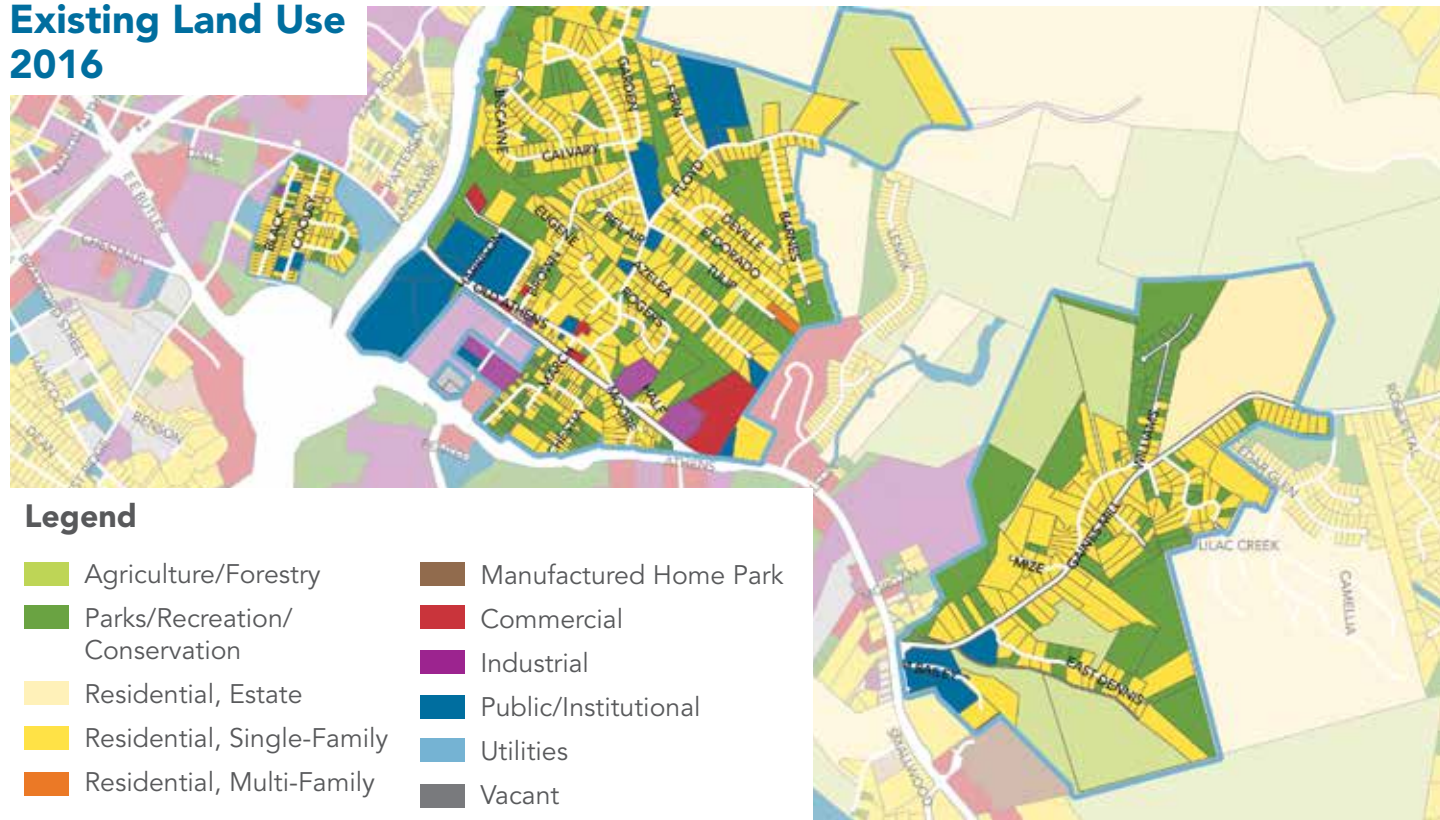
- Legend**
-  Schools
 -  Churches
 -  Community Facilities












Zoning



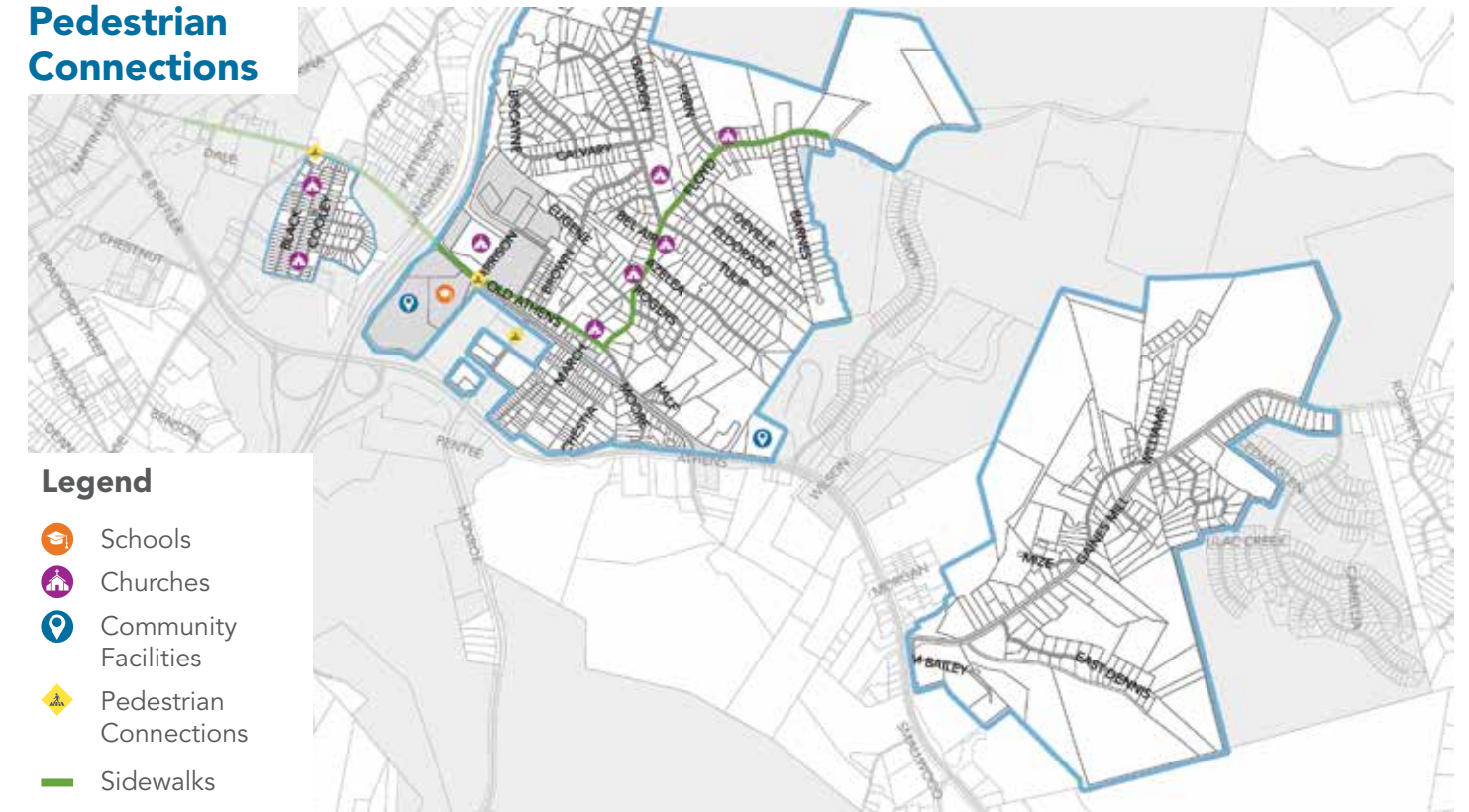
- Legend**
-  R-I Residential
 -  R-II Residential
 -  AR-III Agricultural Residential
 -  AR-IV Agricultural Residential
 -  O-I Office & Institutional
 -  S-S Suburban Shopping
 -  H-B Highway Business
 -  I-I Light Industrial
 -  I-II Heavy Industrial
 -  PID Planned Industrial Development
 -  PRD Planned Residential Development






Existing Land Use 2016



- Legend**
-  Agriculture/Forestry
 -  Parks/Recreation/Conservation
 -  Residential, Estate
 -  Residential, Single-Family
 -  Residential, Multi-Family
 -  Manufactured Home Park
 -  Commercial
 -  Industrial
 -  Public/Institutional
 -  Utilities
 -  Vacant

Pedestrian Connections



- Legend**
-  Schools
 -  Churches
 -  Community Facilities
 -  Pedestrian Connections
 -  Sidewalks

Natural Resources

Environmental Planning Criteria

In order to protect the state's natural resources and environment, the Georgia Department of Natural Resources (DNR) developed Rules for Environmental Planning Criteria (Chapter 391-3-16). These minimum standards and procedures, also known as Part V Criteria, are required under the Georgia Planning Act to be used by local communities in the development of comprehensive plans. In addition, the Georgia Department of Community Affairs' (DCA) Minimum Standards and Procedures for Local Comprehensive Planning (Chapter 110-2-1) require local governments to review the Part V Criteria to determine if there is need to adapt development regulations to address protection of the following natural resources:

- Water Supply Watersheds
- Groundwater Recharge Areas
- Wetlands
- Protected Rivers
- Protected Mountains

The Compliance with State Environmental Planning Criteria table in this section indicates whether these natural resources are present in Hall County and if the County has implemented protection efforts.

Regional Water Plan

DCA's Minimum Standards and Procedures for Local Comprehensive Planning require local governments to review the Regional Water Plan when preparing a comprehensive plan to determine whether additional or modified regulations/actions are needed. The Metropolitan North Georgia Water Planning District (MNGWPD) coordinates regional planning efforts that address long-term water quality protection and adequate water supply. Its member jurisdictions include 15 counties and 95 cities. In June 2017 a consolidated Water Resource Management Plan was approved by MNGWPD.

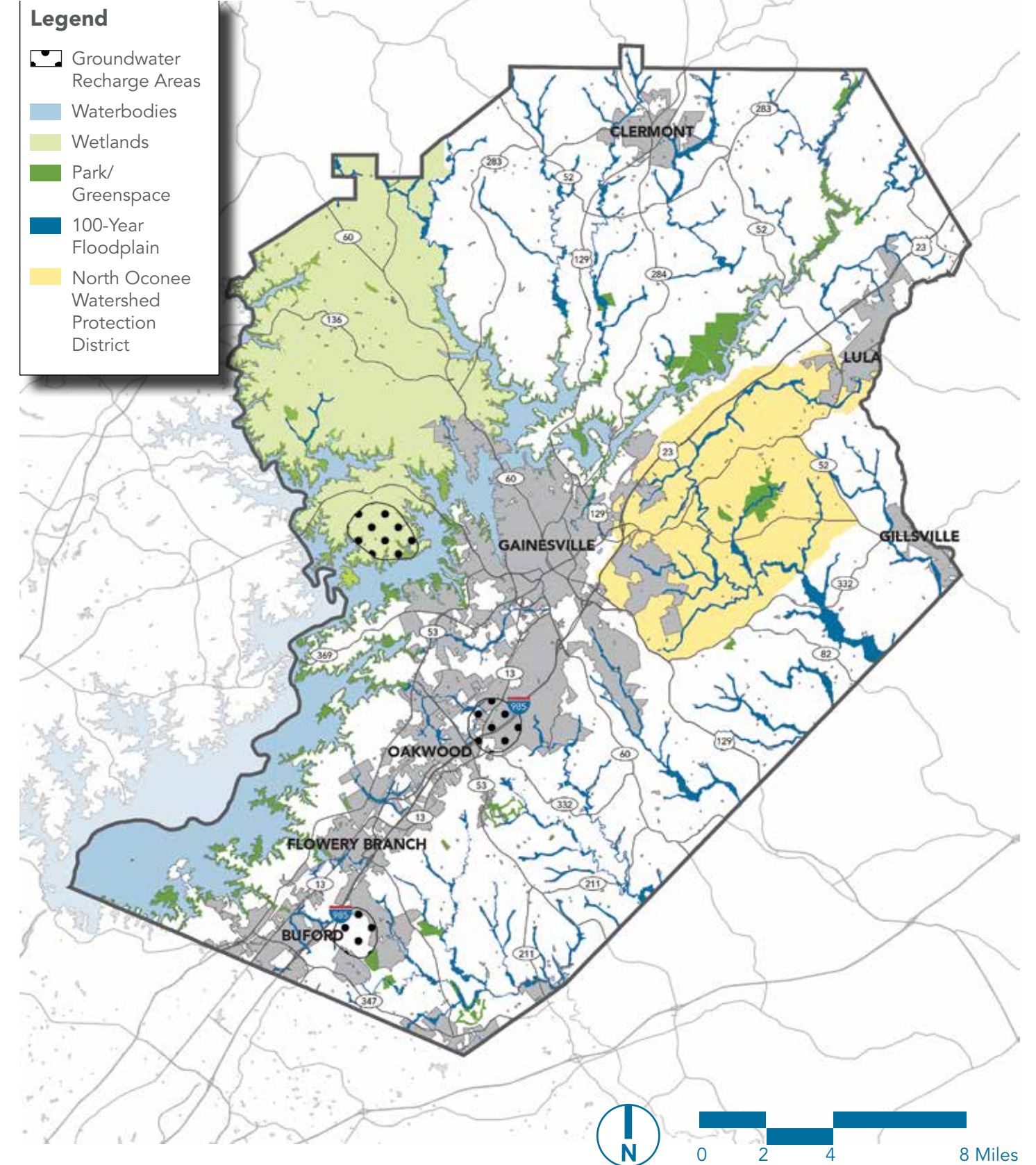
Other Natural Resources

Floodplains

A floodplain is any land area susceptible to being inundated by water from any source. Floodplains serve three major purposes: natural water storage and conveyance, water quality maintenance, and groundwater recharge. Unsuitable development can prevent floodplains from serving their purpose. For example, any fill material placed in the floodplain eliminates essential water storage capacity, causing water elevation to rise, resulting in the flooding of previously dry land. Hall County's 100-year floodplains are shown on the Natural Resources Map on page 90. The 100-year floodplain is an area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year.

The County has adopted a Floodplain Management/Flood Damage Prevention ordinance, which sets forth standards for development within the floodplain. A community's floodplain management activities, including having effective ordinances in place, can make it eligible to participate in the National Flood Insurance Program's (NFIP) Community Rating System (CRS). The CRS program is a voluntary incentive program that recognizes and encourages activities that exceed the minimum NFIP requirements. Depending upon the level of participation, flood insurance premium rates for policyholders can be reduced up to 45%. Hall County currently does not participate in the CRS program.

Natural Resources Map



Compliance with State Environmental Planning Criteria

Resource	Definition ¹	Location	Local Protections
Water Supply Watershed	The area of land upstream of a governmentally owned public drinking water intake; a "small water supply watershed" has less than 100 square miles of land within the drainage basin upstream of a governmentally owned public drinking water supply intake	The North Oconee Water Supply Watershed Protection District (a small water supply watershed in East Hall)	<p>Watershed Protection Ordinance: Yes</p> <p>Typical provisions:</p> <ul style="list-style-type: none"> • Buffer and impervious surface requirements streams within a 7-mile radius of a water supply reservoir
Groundwater Recharge Areas	Any portion of the earth's surface where water infiltrates into the ground to replenish an aquifer	As delineated by the DNR in Hydrologic Atlas 18, 1989 edition, there are three small, dispersed areas of low pollution susceptibility	<p>Groundwater Recharge Area Protection Ordinance: Yes</p> <p>Typical provisions:</p> <ul style="list-style-type: none"> • Septic tank regulations, including minimum lot sizes for new homes • Special requirements for uses with on-site hazardous materials
Wetlands	Areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions	County-wide, as delineated by the U.S. Fish and Wildlife Service National Wetlands Inventory; especially prominent in the Murrayville/Sardis Area	<p>Wetlands Protection Ordinance: Yes</p> <p>Typical provisions:</p> <ul style="list-style-type: none"> • Uses associated with contaminants are prohibited • Local development permit is required for regulated activity

Compliance with State Environmental Planning Criteria (con't)

Resource	Definition ¹	Location	Local Protections
Protected Rivers	Any perennial river or watercourse with an average annual flow of at least 400 cubic feet per second as determined by appropriate U.S. Geological Survey documents.	Chattahoochee River	<p>River Corridor Protection Buffer:</p> <ul style="list-style-type: none"> • No (county stream buffer requirements currently apply: 50' vegetative buffer and additional 25' setback for impervious surfaces) <p>Key provisions of a river corridor buffer per state model ordinance:</p> <ul style="list-style-type: none"> • 100-foot buffer • Limits on land disturbance within the buffer
Protected Mountains	All land area 2,200 feet or more above mean sea level, that has a slope of 25% or greater for at least 500 feet horizontally, and shall include the crests, summits, and ridge tops which lie at elevations higher than any such area	There are no protected mountains in Hall County	Not applicable to Hall County

¹ Definitions taken from DNR Rules for Environmental Planning Criteria (Chapter 391-3-16)

Impaired Waters

The Clean Water Act requires the Georgia Environmental Protection Division (GAEPD) to monitor the quality of fresh water rivers, streams and lakes. Waterbodies that do not support their designated uses (e.g. recreation, water supply, aquatic life) due to poor water quality are included on a list of impaired waters, also known as the 303(d) list of waters. Impairments must be addressed through the development of a Total Maximum Daily Load (TMDL), which sets a pollutant budget and outlines strategies for corrective action.

Lake Lanier is composed of five segments, one of which (Browns Bridge Road/SR 369) is on the 303(d) list for chlorophyll a. Chlorophyll a is a pigment in algae that is used as an indicator of the potential presence of nutrients in a waterbody that causes excess algal growth. The State of Georgia includes this segment of Lake Lanier on its list of priority waters for protection; however, a TMDL will be written for the entire lake.

Greenspace

In 2005, the Gainesville-Hall Chamber of Commerce undertake a strategic planning initiative that identified several "Big Ideas" for creating a desired vision for the county by the year 2030. One of the Big Ideas was creation of the Greenspace Initiative, a group of volunteers that has been active in greenspace planning and advocacy, as well as the development of the Highlands to Islands multi-use trail system. In 2013 the committee developed a Greenspace Report and Greenspace Vision Map, which proposes a series of greenways, areas for accommodating additional regional parks, and watersheds and viewsheds for protection. The report's recommendations include the creation of a prioritized, phased implementation plan that gradually increases the amount of the county as permanently protected greenspace (whether trails, parkland, conservation easement, etc.) from 6.6% to 20%.

Historic Resources

Inventory of Historic Resources

Historic resource surveys provide a working base for communities in devising a local preservation strategy. In 2012 a survey of unincorporated Hall County was conducted by FindIT, a state-wide cultural resource survey program sponsored by the Georgia Transmission Corporation (GTC) in partnership with the Georgia Department of Natural Resources (DNR), Historic Preservation Division (GA SHPO). The program is housed in the College of Environment + Design at the University of Georgia.

The Historic Resources Map in this section shows the locations of the surveyed resources, which include buildings and cemeteries. The buildings are categorized by age: those built before 1900; between 1900 and 1950; and, after 1950. The public can view the resources and detailed information from the survey on DNR's official web-based database system: NAHRGIS (Natural, Archaeological, and Historic Resources Geographic Information Systems).

National Register of Historic Places

The National Register of Historic Places (National Register) is the official list of the nation's historic and archaeological resources worthy of protection. A program of the U.S. Department of the Interior's National Park Service, the National Register is intended to identify, evaluate and protect historic places. As an honorary designation, National Register status places no obligations or restrictions on private owners. However, in order to take advantage of incentive-based preservation programs such as the 20% Federal Historic Preservation Tax Incentives Program, rehabilitation projects must retain a property's historic character by following the Secretary of the Interior's Standards for Rehabilitation.

The National Register includes two historic resources in unincorporated Hall County (see Historic Resources Map): Healan's-Head's Mill and the Beulah Rucker School / House.

Healan's-Head's Mill

Located on Whitehall Road at the North Oconee River, the 1850 grist mill (and supporting buildings on the 4-acre property) was listed on the National Register of Historic Places in 1990. It was purchased by Fred and Burnice Healan in the 1960s and used as an antiques store.

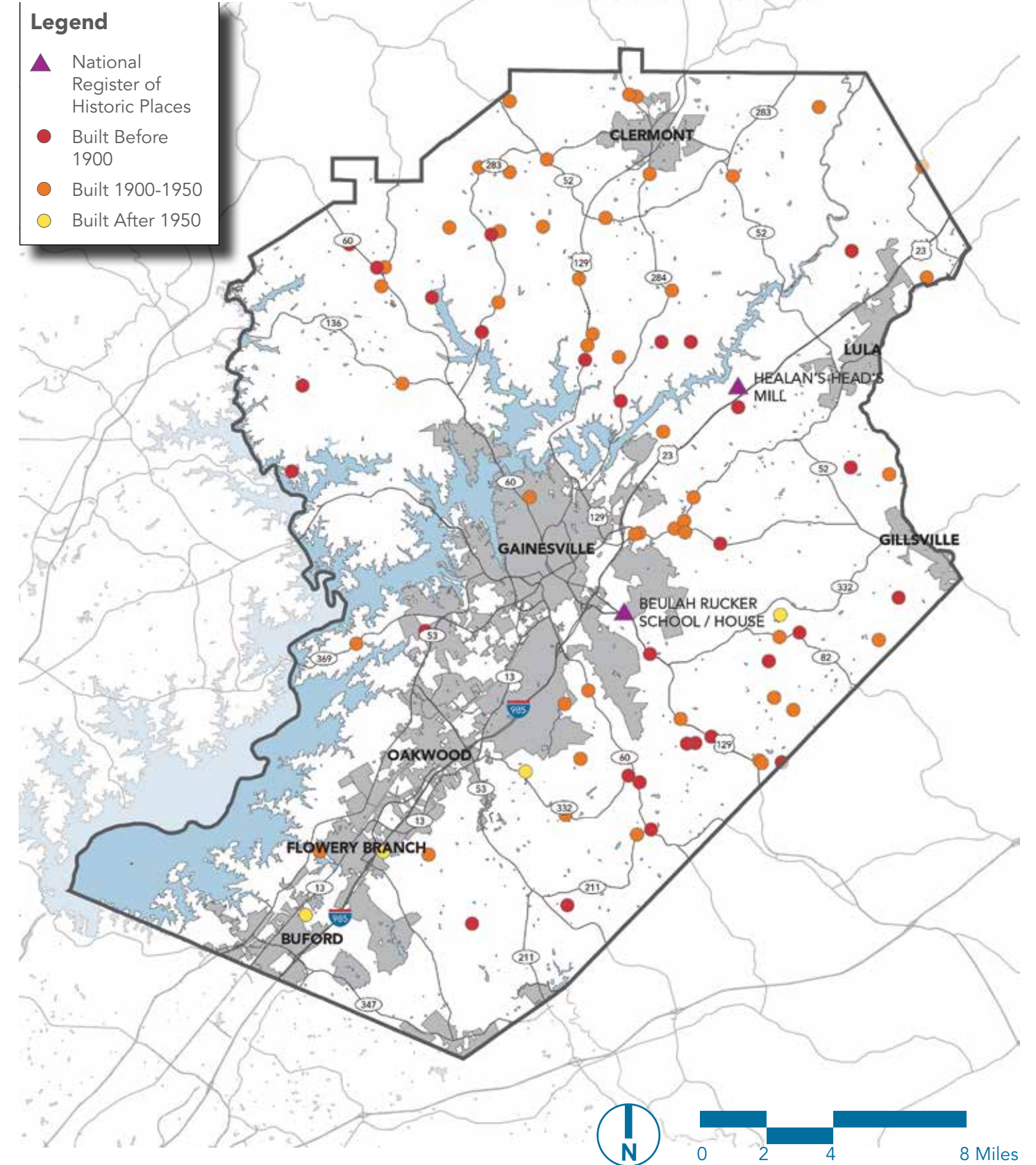
In 2003, Hall County purchased the mill and four acres of surrounding land using grant funding from the Trust for Public Land. The County, along with a group of interested citizens (known as Friends of Healan's-Head's Mill), is undertaking a multi-phased project to restore the mill. Plans include stabilization (see photo at right), which is being funded by the 2015 Special Purpose Local Option Sales Tax (SPLOST) referendum.

Future phases include additional property acquisition, renovations to make the mill operational, and construction of a Visitor's and Heritage Center and walking trails in close proximity to the mill.

Beulah Rucker School / House

The c. 1915 Georgian cottage is located at 2110 Athens Highway, which is located in the Morningside Heights community. The building was used as a house and school by Beulah Rucker, a noted educator who established a school for African-American children. The school was one of only a few available to African American children and at one time was the only high school. It was listed on the National Register in 1995. It was rehabilitated by the Educational Foundation and Museum of Beulah Rucker Inc. and is currently in use as a museum.

Historic Resources Map



Transportation

Overview

The Gainesville-Hall Metropolitan Planning Organization (GHMPO) consists of the entirety of Hall County and a portion of western Jackson County. In addition to the two (2) counties, GHMPO coordinates with nine (9) local municipalities (Town of Braselton, City of Buford, Town of Clermont, City of Flowery Branch, City of Gainesville, City of Gillsville, City of Hoschton, City of Lula, and City of Oakwood). A small portion of Forsyth and Gwinnett Counties are also within the GHMPO planning area; however, this area is managed by the Atlanta Regional Commission (ARC), Atlanta’s MPO. GHMPO manages a small portion of Hall County for the ARC through agreement. In May 2020, the GHMPO adopted their Regional Transportation Plan (RTP) which identifies short- and long-term strategies for the management and improvement of the regional transportation network. This resulting plan complies with the federal requirements established by the Federal Highway Administration’s (FHWA) Fixing America’s Surface Transportation Act (FAST Act). The FAST Act mandates a 20-year minimum planning horizon and the creation of a financially feasible list of transportation projects. This comprehensive plan references the RTP as *Hall County Forward's* Transportation Element. The following is a basic overview of the county’s transportation network based on the 2020 RTP.

Road Network

Overview

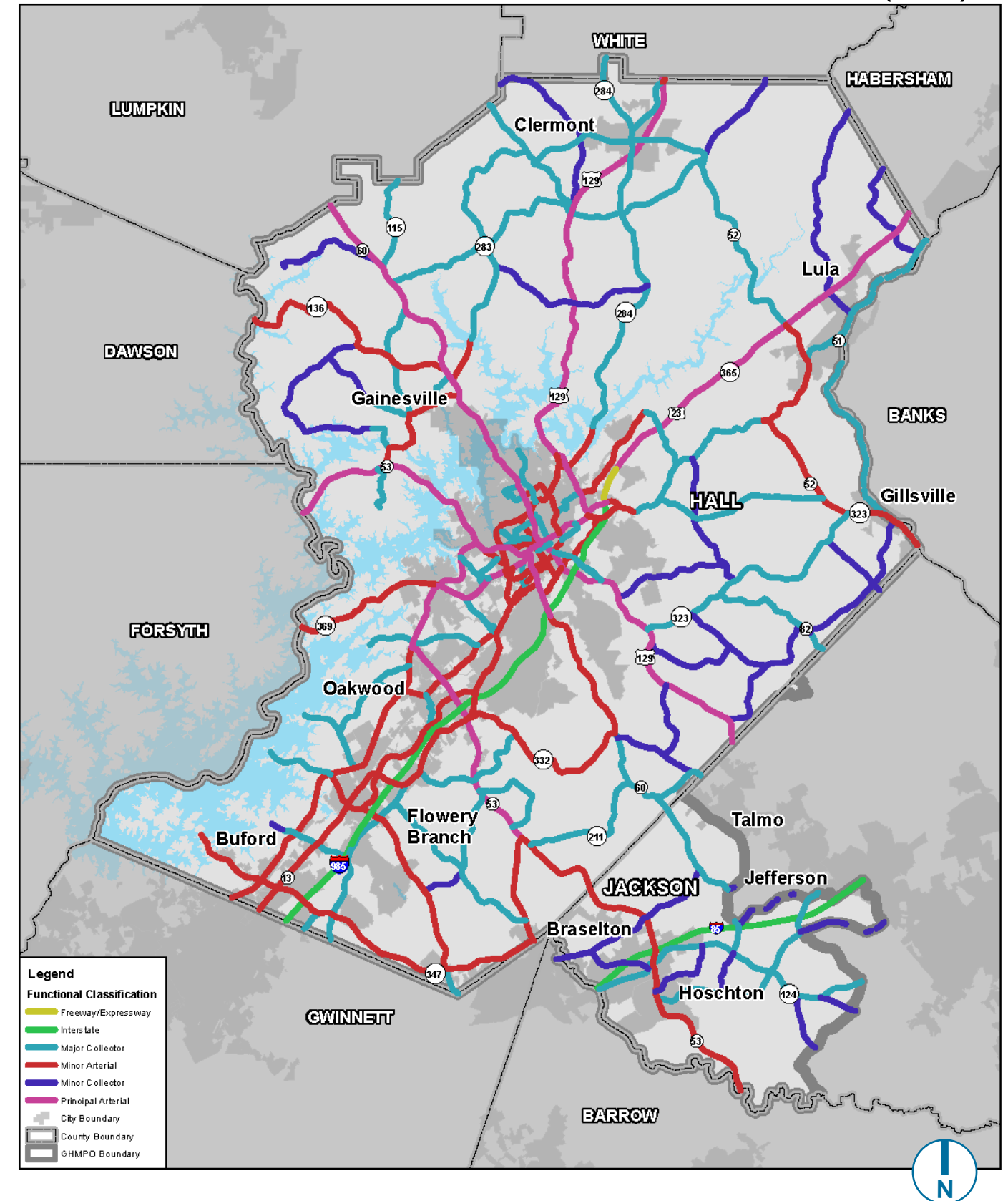
The road network within Hall County spans the majority of the two-county area, with a high-capacity interstate (I-985) and a substantial network of US and State roadways. The most significant regional connection, I-985, provides northeast/southwest connections especially southward toward the Atlanta urbanized area. The road network is the primary mode of transportation; however, freight is also conveyed by rail through the region.

Functional Classification

Nationwide, the transportation system is divided into seven (7) functional classifications that are used to categorize the system by type of roadway. Functional Classification is a method used by GDOT to identify roadways based on their characteristics and use. The map on page 96 presents the GHMPO roadway functional classifications. Using the accepted GDOT Functional Classifications, the GHMPO road network can be described using seven (7) categories:

- Interstate – Highest classification of arterial created for mobility, long distance travel, and limited access
- Freeway/Expressway – Similar to interstates with limited access and a generally divided bidirectional travel
- Principal Arterial – Focus on mobility but adjacent land uses can be served by the roadway
- Minor Arterial – Typically create connections to the larger arterial system and serve moderate length trips
- Major and Minor Collector – Both collector types have a great deal of overlap, but each generally is designed to serve as a connection between local roads that the arterial network
- Local Roads – Generally designed to service short trips and prevent cut through traffic.

Gainesville-Hall MPO 2020 RTP: Functional Classification (2017)



Number of Lanes

GHMPO is home to a variety of roadway classifications and sizes serving local and regional trips. Using information available from GDOT with review of existing conditions, the table below depicts the through lane counts and corresponding length in miles.

Number of Through Lanes	Approximate Number of Miles
1-2 Lanes	1,683
3-4 Lanes	105
5+ Lanes	7

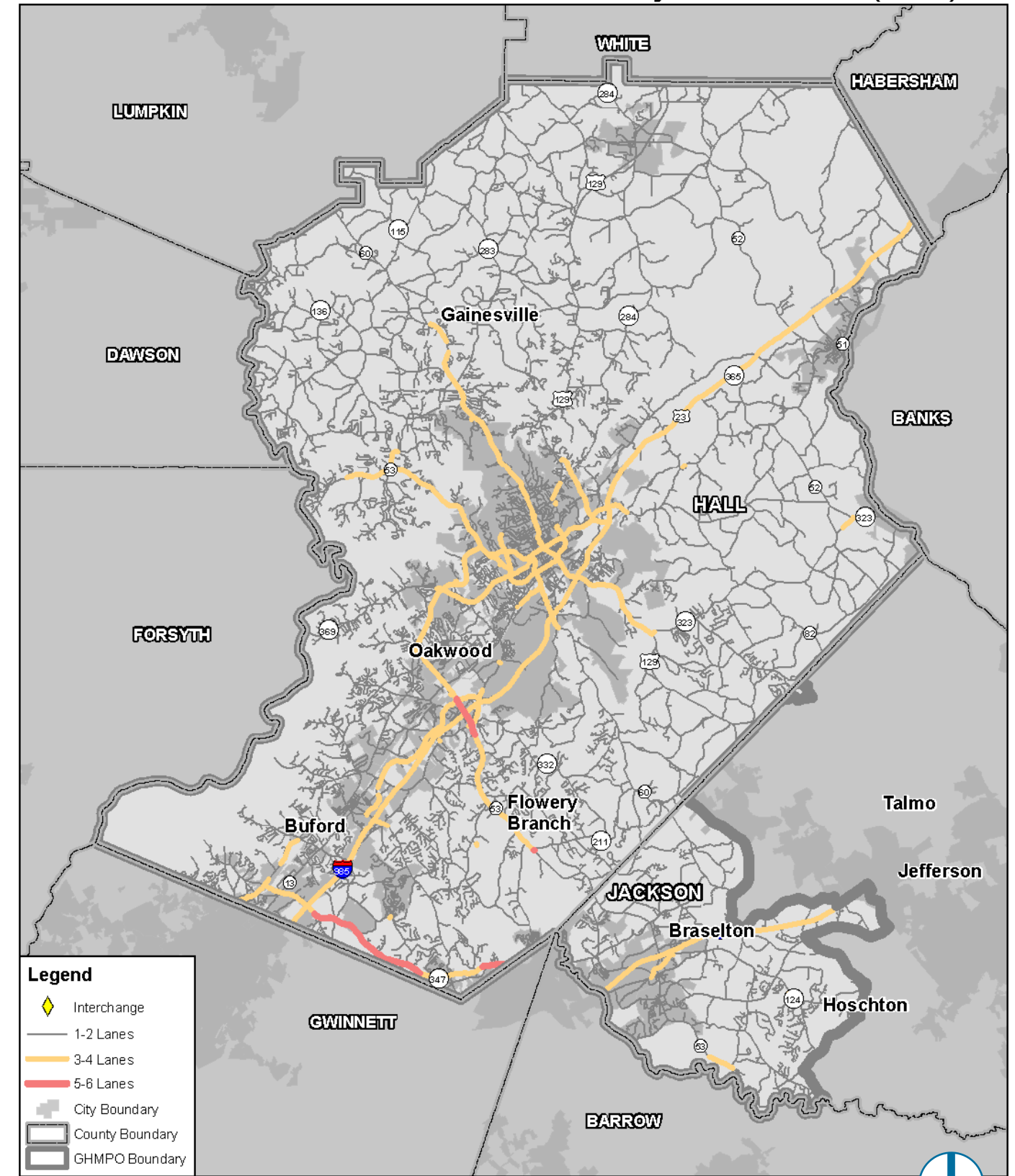
The map on the right has been developed to depict the road network and the locations of the differing lane numbers. The majority of the 3-4 lane roadways are the US and SRs located nearby the urbanized areas, including I-985 (two-lanes each direction). The only two (2) roadways were identified with over five (5) lanes are segments of SR 347/Friendship Road, and SR 53. As shown in the table above, the majority of the roadways are 1-2 lanes.

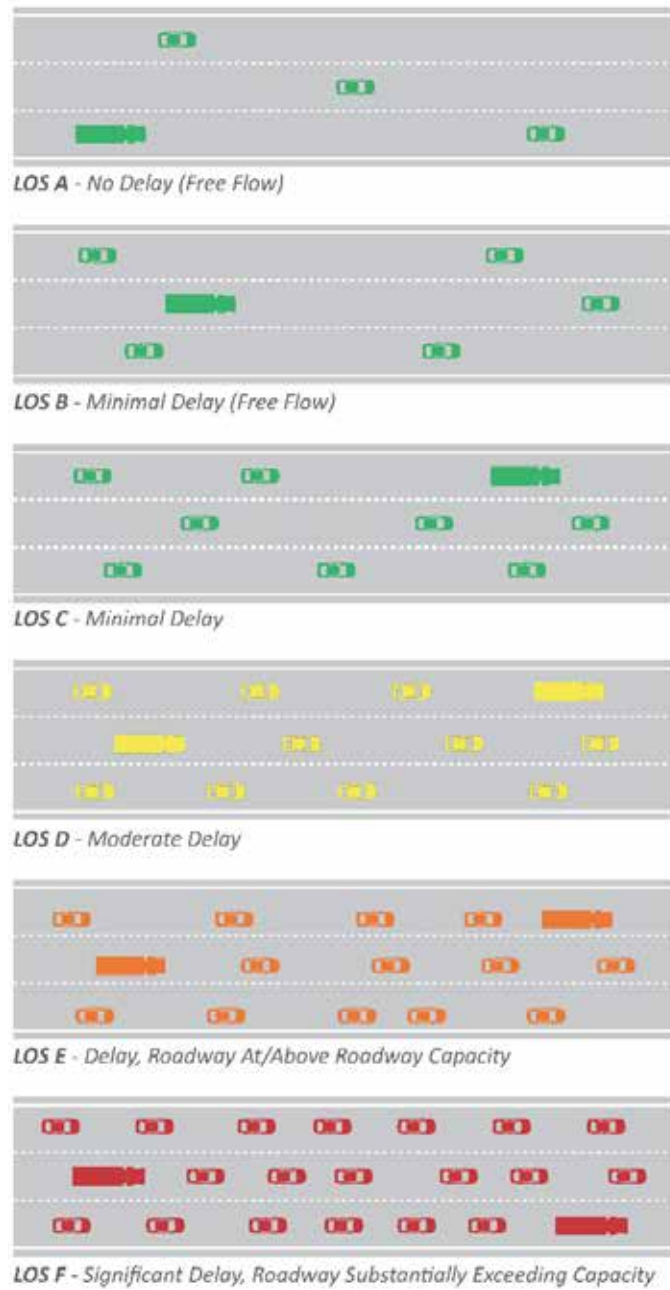
Level of Service

Level of Service (LOS) is a metric used to determine how well a roadway is handling current vehicle volumes and speeds. LOS is divided into six (6) measures, A-F, where A indicates a roadway with the ability to handle additional capacity and F indicates a roadway that is unable to handle the current vehicle volumes. A depiction of the LOS categories can be seen on the map on page 99 while descriptions of the levels are described in the table below. Using the available roadway characteristics, a model was created by GDOT to depict the approximate LOS conditions throughout the planning area in the 2015 Base Year. These 2015 base year conditions are depicted within the graphic on page 100.

Level of Service Designation	Description
A	Free flow with individual users virtually unaffected by the presence of others in the traffic stream.
B	Stable flow with a high degree of freedom to select speed and operating conditions but with some influence from other users.
C	Restricted flow which remains stable but with significant interactions with others in the traffic stream. The general level of comfort and convenience declines noticeably at this level.
D	High-density flow in which speed and freedom to maneuver are severely restricted and comfort and convenience have declined even though traffic flow remains stable.
E	Unstable flow at or near capacity levels with poor levels of comfort and convenience.
F	Forced flow in which the amount of traffic approaching a point exceeds the amount that can be served, and queues form, characterized by stop and-go waves, poor travel times, low comfort and convenience, and increased accident exposure.

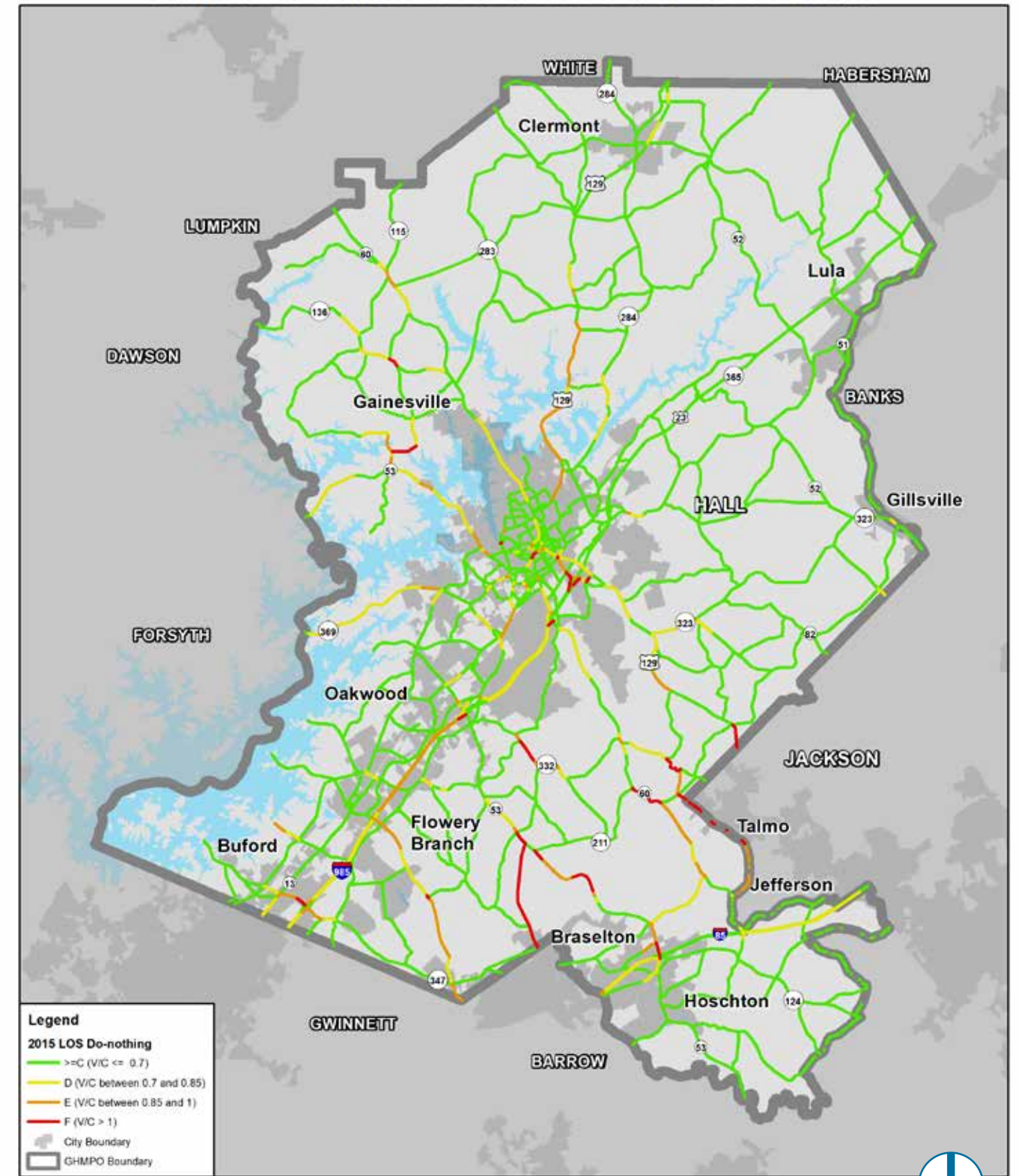
Gainesville-Hall MPO 2020 RTP: Roadway Lane Counts (2017)





Fortunately, the 2015 model shows the majority of the major corridors throughout GHMPO with LOS C or better. The corridors with worse LOS are dispersed within the planning area, with smaller segments being identified with the urbanized areas and longer segments in the unincorporated areas. Due to the high-level scale of the model outputs, this data should be used in conjunction with local knowledge and site-specific studies for verification.

Gainesville-Hall MPO 2020 RTP: 2015 GDOT Model



Transit

Public transportation is an important feature for urbanized areas and is a growing consideration within the GHMPO planning area. Currently there is one main transit provider in Hall County, Hall Area Transit.

Hall Area Transit

Hall Area Transit (HAT) used to operate a fixed route bus system named the Gainesville Connection. The Gainesville Connection primarily served the City of Gainesville with routes extending into the City of Oakwood and unincorporated Hall County. The Gainesville Connection service has since been replaced with WeGo, a rideshare transportation service that uses a smartphone application and a fleet of 10 to 12 passenger vans to transport users around town. It started only operating in the City of Gainesville, but in summer 2021, service was expanded to unincorporated Hall County.

Bicycle and Pedestrian Facilities

Bicycle and Pedestrian travel and safety is a very important feature of the transportation network. Recreation and transportation safety can be improved by the development of designated bike lanes and paved trails/sidewalks. The creation of paved trails/side paths can promote development and generate economic boosts in the areas surrounding these trails through increased recreation and use. Bike lanes and other bicycle safety infrastructure are generally recommended to be implemented along roadways where the separation of cyclists and motor vehicles is necessary to improve safety. The GHMPO completed the Bicycle and Pedestrian Plan originally in 2006 and completed an update to this plan in 2014. The purpose of the GHMPO Bicycle and Pedestrian plan was to identify existing facilities and make recommendations for improvement of the multimodal network. As the MPO continues to grow, it is recommended that the proposed projects within the Bicycle and Pedestrian Plan be implemented and that the Plan be regularly updated to ensure its priorities are in line with future conditions. Existing pedestrian and bicycle facilities are depicted on the map on page 102.

Pedestrian Network

Sidewalks are the most prevalent non-motorized facility throughout GHMPO and are generally found in the municipalities. The most significant sidewalk networks are located within the Gainesville, Oakwood, and Flowery Branch municipalities.

Bicycle Network

Currently, only two (2) areas of designated bike lanes have been developed within GHMPO. The first is a one (1) mile stretch of bike lanes along Atlanta Highway near the intersection of I-985, and the second is a newly completed bridge over I-985 along HF Industrial Parkway. Additionally, paved shoulders (wider than 4 ft) are dispersed throughout the area, providing additional areas for cyclists to potentially use.

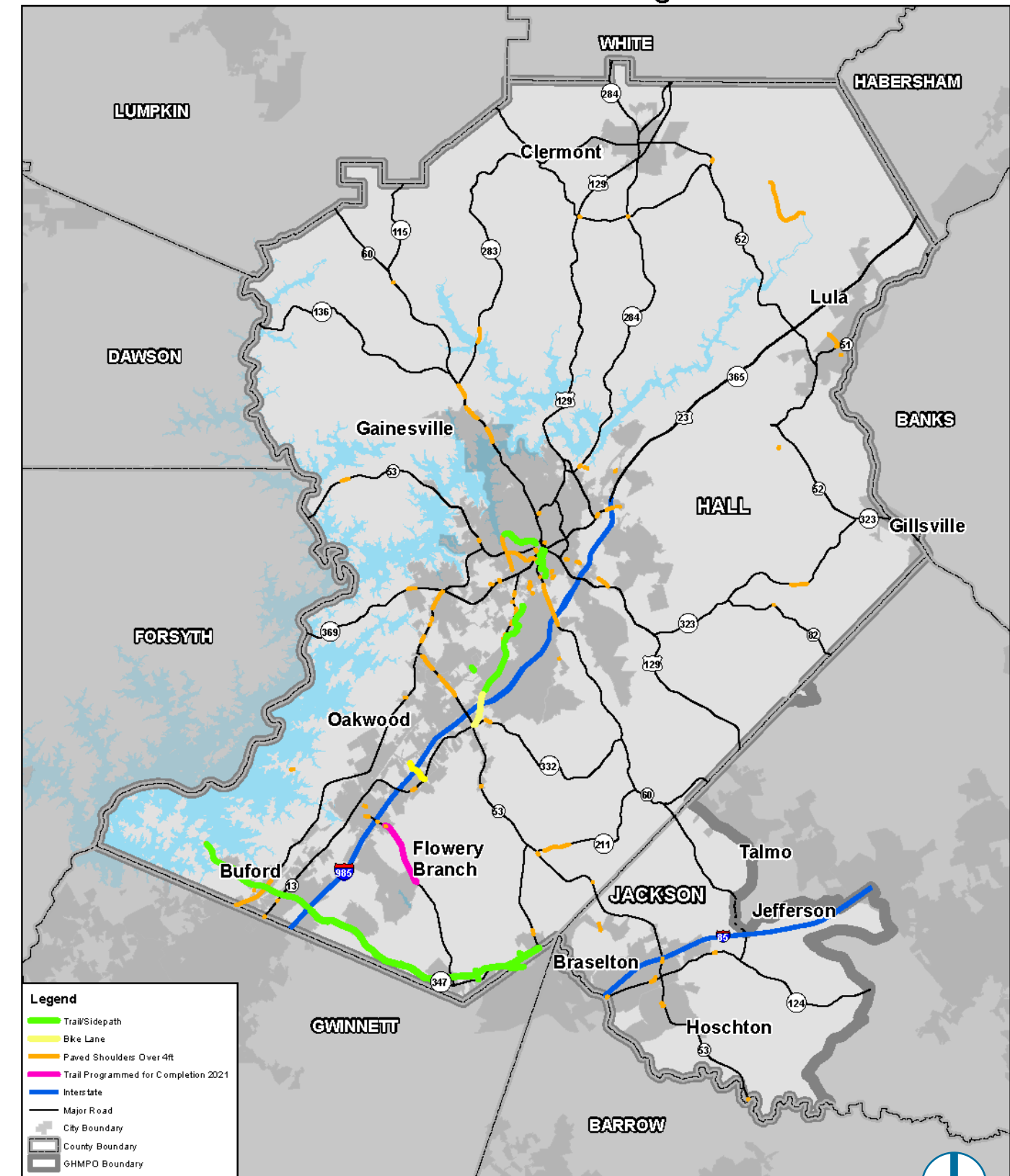
Side Paths and Paved Trails

Several side paths/paved trails have been developed within GHMPO located primarily within Gainesville and along Friendship Road in southern Hall County. Two (2) recent trail studies have recently been completed. The first focused on an area in Gainesville evaluating a connection between the Midtown Greenway and Chicopee Trail. The second study was focused on South Hall evaluating potential connections between the Chicopee Trail and Friendship Road. The table below shows the approximate length of the bicycle and pedestrian facilities within the GHMPO.

Existing Facility	Approximate Length (Miles)
Sidewalks	465*
Trails/Side Paths	23*
Bike Lanes	3
Paved Shoulders (4 feet or wider)	18
Nearly Completed Trail/Side Paths	2

*Numbers do not include the City of Gainesville

Gainesville-Hall MPO 2020 RTP: Existing Bike/Ped Facilities



Rail

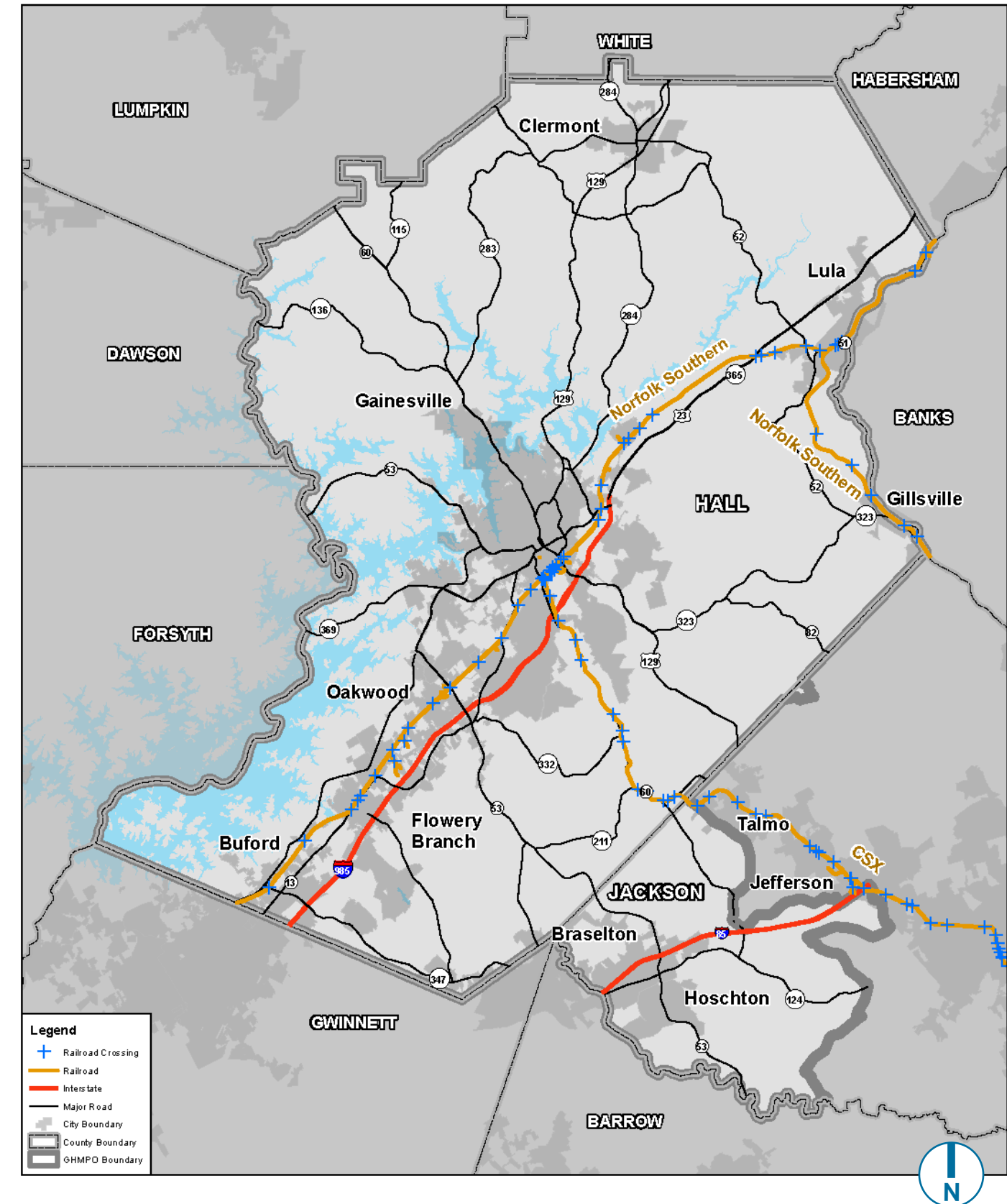
GHMPO is home to two (2) major rail lines, Norfolk Southern and CSX. Norfolk Southern bisects GHMPO by traveling primarily north/south, with an additional extension heading through Gillsville. CSX travels primarily east/west entering GHMPO from Jackson County near Talmo. Both of these railways meet near the center of Gainesville. The map on the facing page depicts the existing railroad network within GHMPO.

Freight

Freight volumes are continuing to increase within the GHMPO area. In 2018, GHMPO completed the Regional Freight Study which analyzed existing conditions and developed a framework to monitor and improve upon the freight network. This study assessed existing and forecasted top trading partners of Hall County as shown in the table below.

County	Total Annual Tonnage for Outbound between 2010-2040	Total Annual Tonnage for Inbound between 2010-2040	Percent Change between 2010-2040
Fulton	1,212,936	927,906	103%
Gwinnett	1,164,773	924,379	141%
DeKalb	691,342	603,112	122%
Cobb	721,343	530,021	125%
Forsyth	207,144	172,693	89%
Hall	196,868	540,995	450%
Elbert	78,640	179,779	37%
Pickens	34,583	211,124	33%
Clayton	153,615	160,398	114%
Chatham	86,732	116,685	41%
Cherokee	221,841	188,796	191%
Clarke	104,902	91,705	57%
Jackson	93,947	115,192	74%
Richmond	95,391	101,868	67%

Gainesville-Hall MPO 2020 RTP: Railroads



In addition to the planning efforts of GHMPO, both Hall and Jackson County have prioritized the development of industrial sites alongside major roadways to encourage additional growth in this area.

The Freight Plan identified the existing freight land uses over 10 acres within GHMPO and found that over 90% of the applicable areas were listed within Hall County. Outside of GHMPO, Jackson County is also focusing on the development of industrial lands nearby I-85 to encourage growth. The Regional Freight Study resulted in a three-tier freight network to classify freight routes within the area. These routes are listed below and shown on the map on the facing page.

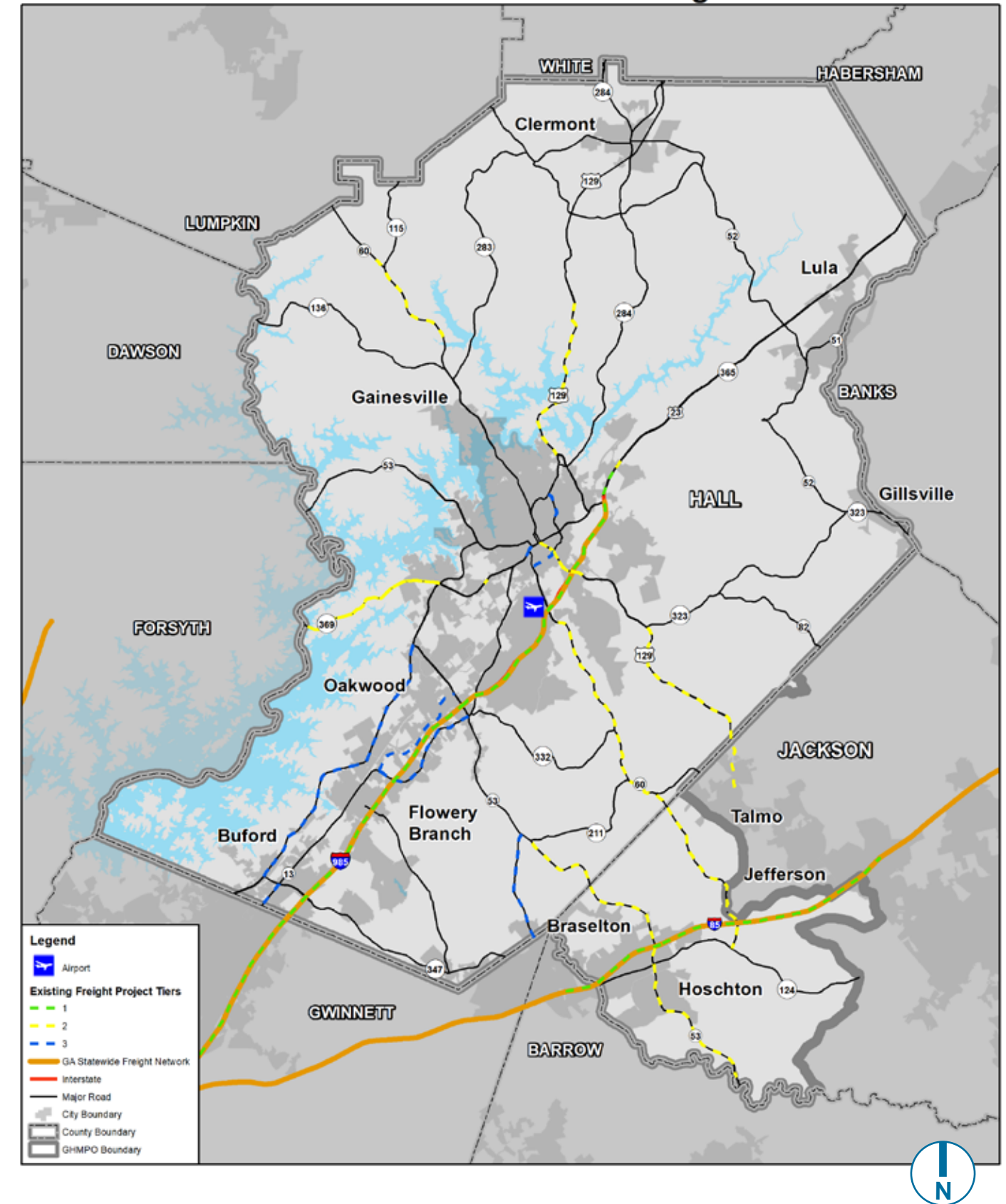
- Tier 1 – Interstate System within GHMPO comprised of I-985 and I-85
- Tier 2 –National Highway System (NHS) Roadways that have been identified as beneficial to freight movement
- Tier 3 –Non-NHS roadways identified by their connection to freight based land uses of 10 acres or larger

Though freight will use much of GHMPO’s road network, these three tiers help designate areas for future improvement and to encourage freight to use these designated roadways. Since completion of the GHMPO Regional Freight Plan, the State of Georgia and Georgia Ports Authority announced the development of a new inland port in northern Hall County. Planning for the new inland port that will be located off SR 365 has been incorporated into the development of the RTP update, including within the GDOT travel demand model.

Airports

Currently, GHMPO is home to only one (1) public use airport, Lee Gilmer Memorial Airport (KGV). KGV is a non-towered airport that is owned and operated by the City of Gainesville. The airport maintains two (2) paved runways and offers 81 T-Hangers and 12 corporate hangars for private use. Alternatively, GHMPO residents have the option to take commercial passenger flights from Ben Epps Airport in Athens or Hartsfield-Jackson Atlanta International Airport.

Gainesville-Hall MPO 2020 RTP: Freight Routes



**Resolution to Adopt
Hall County Comprehensive Plan – Minor Update**

WHEREAS, the Georgia Planning Act of 1989 authorizes local governments throughout the State to prepare Comprehensive Plans to be used in guiding their future growth and development; and

WHEREAS, Hall County, pursuant to the implementation requirements of its Comprehensive Plan, has prepared a five-year update to its Comprehensive Plan; and

WHEREAS, the five-year update of the Comprehensive Plan was prepared in accordance with the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and conducted the required public engagement; and

WHEREAS, the five-year update of the Comprehensive Plan were properly submitted to the Georgia Department of Community Affairs and the Georgia Mountains Regional Commission for review, and each has determined that the five-year update of the Comprehensive Plan adequately addresses the requirements of the Minimum Standards and Procedures for Local Comprehensive Planning; and

NOW, THEREFORE, BE IT RESOLVED that the Hall County Board of Commissioners hereby adopts the five-year update to its Comprehensive Plan; and

NOW, THEREFORE, BE IT RESOLVED that the Hall County Board of Commissioners hereby authorize this resolution to be submitted to the Georgia Mountains Regional Commission and Georgia Department of Community Affairs within seven (7) days of this date.

Adopted this _____ day of _____.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman Richard Higgins

By: _____
Commissioner Kathy Cooper, District 1

By: _____
Commissioner Billy Powell, District 2

By: _____
Commissioner Shelly Echols, District 3

By: _____
Commissioner Jeff Stowe, District 4

ATTEST:

Commission Clerk

APPROVED AS TO FORM:

County Attorney

Adopted this ____ day of
_____ 2022.

Richard Higgins, Commission Chairman

A
t
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t
:

Jennifer Rivera, Commission Clerk



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 298/2022

SUBJECT: Public Hearing to adopt Hall County's updated short-term work program and capital improvement element.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: RD
Recommendation: Approval

Purpose of Request:
In accordance with the Georgia Development Impact Fee Act and the Development Fee Compliance Requirements of the Georgia Department of Community Affairs, the Hall County Board of County Commissioners will hold a public hearing to adopt the Capital Improvement Element/Short-Term Work Program Update. This is required to maintain qualified local government status.

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Budget	Finance
SY	RD	EW	WG
Attorney	Administration		Clerk
WLI	LJ		JR

Attachments:

Adoption Resolution

Annual Short Term Work Program

Annual Impact Fee Financial Report



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 298/2022

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SY

Phone: 770-531-6799

**Hall County
Adoption Resolution**

WHEREAS, Hall County has prepared an annual update to a Capital Improvements Element and Short-Term Work Program; and

WHEREAS, the Department of Community Affairs has reviewed the annual update and provided an advisory comment regarding include “impact fees obligated (by contract or otherwise encumbered) to capital projects identified in the CIE” for each category of capital improvements that are financed locally through impact fees; and

WHEREAS, Hall County has reviewed the advisory comment and encumbrances for capital projects during FY 2022 were included as of May 20, 2022. Hall County notes that encumbrances ending June 30, 2021 are not available since the contracts are either closed out or rolled to FY 2022; and

WHEREAS, the annual update of the Capital Improvements Element and Short-Term Work Program was prepared in accordance with the Development Impact Fee Compliance Requirements and the Minimum Planning Standards and Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989, and has been reviewed for consistency with the appropriate Regional Water Plans and with our Rules for Environmental Planning Criteria (O.C.G.A. 12-2-8); and approved by the Georgia Department of Community Affairs; and an adoption Public Hearing was held on June 22, 2022.

BE IT THEREFORE RESOLVED, that the Chairman and Board of Commissioners of Hall County does hereby adopt the annual update of the Capital Improvements Element and Short-Term Work covering the five-year period from 2022-2026, as per the requirements of the Georgia Planning Act.

Adopted this _____ day of _____.

HALL COUNTY BOARD OF COMMISSIONERS

By: _____
Chairman Richard Higgins

By: _____
Commissioner Kathy Cooper, District 1

By: _____
Commissioner Billy Powell, District 2

By: _____
Commissioner Shelly Echols, District 3

By: _____
Commissioner Jeff Stowe, District 4

ATTEST:

Commission Clerk

APPROVED AS TO FORM:

County Attorney

HALL COUNTY

Short-Term Work Program

The following section lists the Short Term Work Program for Hall County. The relevant short-term items are listed in each component of the plan as part of the implementation section.

The update of the Short-Term Work Program is provided to supplement the Impact Fee Update per Department of Community Affairs requirements. The Short-Term Work program provided here is a component of the adopted Comprehensive Plan adopted in June 2004 and amended in May 2005. A partial update to the Comprehensive Plan was completed and approved by DCA in 2009. The STWP is intended to provide the status of the respective items. The language in the Comments section of the Short-Term Work Program indicates the list of accomplishments. The Comments section indicates Completed, In Progress, Canceled, or Postponed with a brief explanation. Where appropriate the expected time frame of the work task is listed. The County has adopted a major update to the Comprehensive Plan in July 2017.

Economic Development

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Prepare a Unified Development Code to update, consolidate and streamline land use and development regulations to support the goals of the Comprehensive Plan	2019-23	\$245,000	County staff and Consultants	None	Dev. Services Fund	TSW was hired in April 2019 to work on developing a new UDC. The estimated completion date is fall 2023.
2. Draft County preservation plan with implementation tools	2019-23	N/A	County staff	N/A	N/A	County will be working on developing a joint historic preservation ordinance with City of Gainesville in conjunction with the UDC.
3. Extend water/sewer to targeted development locations	2020-23	\$10-12 Million	County	None	SPLOST & Connection Charges	In Progress – county is extending sewer service in targeted areas along SR 365 and in south Hall County. The completion date for the new South hall sewer line is fall of 2023. The future development map will be used to guide sewer expansion.
4. Work with Convention and Visitors Bureau re tourism infrastructure support	2020-24	N/A	Convention and Visitors Bureau with County staff	N/A	N/A	In Progress – ongoing coordination/discussions to provide support.
5. Cooperate with business/ educational community to create closer education/job training ties	2020-24	N/A	Greater Hall Chamber, local colleges, County staff	N/A	N/A	In Progress – Ongoing work with the Chamber.

Housing

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Comprehensively revise county UDC—new residential uses and zone districts, residential quality and protection standards.	2019-23	N/A	County staff and consultants	N/A	Dev. Services Fund	In progress. Code changes will be evaluated on an ongoing basis and/or in conjunction with UDC.
2. Study revisions to county zoning maps to implement the comprehensive plan.	2020-24	N/A	County staff	N/A	N/A	Ongoing activity – In conjunction with current Comprehensive Plan and future UDC.
3. Undertake housing analysis tied to economic development goals	2020-24	N/A	County staff and consultants	N/A	N/A	In Progress – County staff is now providing direct oversight of ongoing housing programs within the county. The County has reinitiated the GICH program and the committee.

Natural and Cultural Resources

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Comprehensively revise county UDC—tree protection, open space, PD regulations priorities for revision. Address other environmental standards in Phase 2.	2019-23	N/A	County staff and consultants	N/A	Dev. Services Fund	In Progress – tree ordinance and other code changes will be evaluated on an ongoing basis and/or in conjunction with the new UDC.
2. Study revisions to county zoning maps to bring them into accord with the comprehensive plan.	2019-23	N/A	County staff	N/A	N/A	In Progress – In conjunction with current UDC development process.
3. Identify key natural and cultural resources and consider for acquisition	2020-24	N/A	County staff	N/A	N/A	In Progress – County is working on restoration of the Healan’s Head’s Mill and develop a 100 acre park associated with it. County will hire consultant to initiate green space planning.
4. Extend water/sewer to targeted development locations in comprehensive plan; avoid service in sensitive natural areas	2020-24	\$5-7 Million	County	None	SPLOST & Connection Charges	In Progress – County is extending sewer service in targeted areas of south and north Hall County.
5. Adopt coordinated intergovernmental annexation policy that includes resource protection provisions	2020-24	N/A	County staff	N/A	N/A	In Progress – Continue implementation of the Service Delivery Strategy adopted in July 2017.

Community Facilities

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Comprehensively revise county UDC—new residential uses and zone districts; fiscal impact analysis regulations.	2020-23	N/A	County staff and consultants	N/A	N/A	TSW was hired in April 2019 to work on developing a new UDC. The estimated completion date is fall 2023.
2. Revise county zoning maps to bring into accord with comprehensive plan location of development and infrastructure availability.	2020-24	N/A	County staff	N/A	N/A	In Progress – In conjunction with current Comprehensive Plan and future UDC.
3. Extend water/sewer to targeted development locations.	2020-24	\$5-7 Million	County	None	SPLOST & Connection Charges	In Progress – County is extending sewer service in targeted areas of south and north Hall County.
4. Adopt coordinated intergovernmental annexation policy and agreement.	2020-24	N/A	County	N/A	N/A	In Progress – Continue implementation of the Service Delivery Strategy adopted in July 2017.

Land Use

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Comprehensively revise county UDC—quality regulations, environmental standards, fiscal impact assessment, etc.	2019-23	N/A	County staff and consultants	N/A	Dev. Services Fund	TSW was hired in April 2019 to work on developing a new UDC. The estimated completion date is fall 2023.
2. Study revisions to county zoning maps to bring into accord with comprehensive plan.	2019-23	N/A	County staff	N/A	N/A	In Progress – ongoing implementation with current Comprehensive Plan and future UDC.
3. Extend water/sewer to targeted development locations.	2020-24	\$5-7 Million	County	None	SPLOST & Connection Charges	In Progress – County is extending sewer service in targeted areas of south and north Hall County.
4. Improve regional marketing.	2020-24	N/A	County/Greater Hall Chamber	N/A	N/A	In Progress – Ongoing work with the Chamber of Commerce.
5. Adopt coordinated intergovernmental annexation policy and agreement.	2020-24	N/A	County	N/A	N/A	Completed – Continue implementation of the Service Delivery Strategy adopted in July 2017. Implement the policy with of any new annexation requests.
6. Comprehensive Plan Update	2022	\$150,000	County	NA	Dev. Services Fund	Ongoing. The minor update to the comprehensive plan will be completed by June 2022. A major update will follow right away beginning in July 2022.

Intergovernmental Actions

Major Actions	Time Frame	Estimated Cost	Responsible Party	Portion Chargeable to Impact Fees	Sources of Funds	Comments
1. Revise County development codes/consider complementary design and other standards with Cities.	2019-23	N/A	County staff and consultants	N/A	Dev. Services Fund	TSW was hired in April 2019 to work on developing a new UDC. The estimated completion date is fall 2023.
2. Draft county/city preservation plan with implementation tools.	2019-23	N/A	County staff	N/A	N/A	County has developed a joint historic preservation ordinance with City of Gainesville. The County intends to adopt the ordinance in conjunction with the UDC.
3. Identify key natural and cultural resources and consider for acquisition.	2020-24	N/A	County staff	N/A	N/A	In Progress – County updated the Park Master Plan in 2019 in conjunction with the CORPS Master Plan. Ongoing discussions/public involvement regarding park locations should take place.
4. Extend water/sewer to targeted development locations in comprehensive plan; avoid service in sensitive natural areas.	2020-24	\$5-7 Million	County	None	SPLOST & Connection Charges	In Progress – County is extending sewer service in targeted areas of south and north Hall County.
5. Draft and adopt coordinated intergovernmental annexation policy. Use as countywide model.	2020-24	N/A	County staff	N/A	N/A	Completed – Continue implementation of the Service Delivery Strategy adopted in July 2017.

HALL COUNTY	Annual Impact Fee Financial Report - 2020/2021								Final as of 5/20/2022
Public Facility	Libraries	Fire Protection	Sheriff's Patrol		Public Safety Facility	Parks/Recreation	Admin	CIE Prep	TOTAL
Impact Fee Balance June 30, 2020**	\$ 973,123.62	\$ 305,665.14	\$ 59,534.76		\$ 273,525.88	\$ 2,313,943.64	\$ 147,659.03	\$ (9,566.72)	\$ 4,063,885.35
Impact Fees Collected (July 1, 2020 through June 30, 2021)	693,933.12	128,544.99	35,293.13		156,704.20	1,746,736.74	33,773.68	2,333.09	2,797,318.95
Interest Earned*									
(Impact Fee Refunds)									
(Project Expenditures)	(1,032,018.34)			**	(110.00)	(6,369.82)			(1,038,498.16)
Impact Fee Fund Balance June 30, 2021	\$ 635,038.40	\$ 434,210.13	\$ 94,827.89		\$ 430,120.08	\$ 4,054,310.56	\$ 181,432.71	\$ (7,233.63)	\$ 5,822,706.14
Impact Fees Available	\$ 635,038.40	\$ 434,210.13	\$ 94,827.89		\$ 430,120.08	\$ 4,054,310.56	\$ 181,432.71	\$ (7,233.63)	\$ 5,822,706.14
Impact Fees Obligated	-	-	-		-	468,084.19	-	-	\$ 468,084.19
This annual report covers the last completed fiscal year - July 1, 2020 to June 30, 2021. The Hall County Impact Fee Program began March, 2003									
*There was no interest earned in FY 2021.									

HALL COUNTY

Capital Improvements Project Update 2011-2021*

Public Facility: Fire Protection

Service Areas: County-wide except the City of Gainesville

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from Impact Fees	Other Funding Sources	Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
Prior Year Expenditures	2004	2011	\$ 3,400,000.00	25.971%	SPLOST & Fire Fund	\$ 882,997.67	\$ -	Complete
Fire Station #16	2012	2014	1,408,338.00	12.725%	SPLOST	179,216.50	-	Complete
Fire Station #17	2020	2024	3,385,846.00	12.824%	SPLOST	-	434,210.13	In Design Process
Fire Apparatus #17	2020	2022	1,133,269.00	0.000%	SPLOST	-	-	Complete
Unidentified Projects	TBD	TBD	-	-	-	-	-	To be Determined
Total of Costs, Expenditures & Impact Fees Encumbered			\$ 9,327,453.00			\$ 1,062,214.17	\$ 434,210.13	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan.

** Impact Fee Funds Available as of 6-30-2021

HALL COUNTY

Capital Improvements Project Update 2011-2021*

Public Facility: Libraries

Service Areas: County-wide

Project Description	Project Start Date	Project End Date	Percentage of Funding from			Impact Fee Expenditures	Impact Fee Funds Available **	Project Status
			Cost of Project*	Impact Fees	Other Funding Sources			
Prior Year Expenditures	2004	2012	\$ 1,266,744.22	100.000%		\$ 1,266,744.22	\$ -	Complete
Collection Materials	2011	2012	164,225.00	60.892%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials NH Libr.	2011	2012	54,512.00	100.000%		54,512.00	-	Complete
North Hall Branch Library	2011	2014	2,897,152.00	18.062%	SPLOST	523,275.00	-	Complete
Collection Materials	2012	2013	180,586.00	55.375%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2013	2014	305,420.00	32.742%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2014	2015	428,611.00	23.331%	General Fund, State of GA	100,000.00	-	Complete
Collection Materials	2015	2016	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2016	2017	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2017	2018	130,000.00	100.000%		130,000.00	-	Complete
Collection Materials	2018	2019	135,000.00	100.000%		135,000.00	-	Complete
Collection Materials	2019	2020	100,000.00	100.000%		100,000.00	-	Complete
Collection Materials	2020	2021	100,000.00	100.000%		150,000.00	-	Complete
Collection Materials	2021	2022	190,000.00	100.000%			190,000.00	In Process
Expansion of Gainesville Library	2018	2021	5,350,000.00	21.691%	SPLOST, State of GA Grant	1,160,460.59	-	Complete
New East Hall Library	2026	2028	3,000,000.00	14.835%	SPLOST		445,038.40	To be determined
Total of Costs, Expenditures & Impact Fees Encumbered			\$ 14,502,250.22			\$ 4,119,991.81	\$ 635,038.40	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees

Service Area:		County-wide except the City of Gainesville							
Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding		Impact Fee Expenditures	Impact Fee Funds Available **	Impact Fees Obligated***	Project Status
				from Impact Fees	Other Funding Sources				
Play Fields	2008	2008	\$ 179,143.16	100.000%		\$ 179,143.16	\$ -		Complete
Mulberry Creek Comm Ctr	2006	2008	4,400,000.00	41.849%	SPLOST	1,841,337.15			Complete
East Hall Park	2006	2008	4,000,000.00	29.967%	SPLOST	1,198,697.00			Complete
Ball Fields	2010	2011	1,666,999.00	4.244%	General Fund	70,746.91			Complete
Clermont Gymnasium	2012	2013	1,025,846.00	18.820%	SPLOST	193,067.00			Complete
Albert Banks Park (Field of Dreams)	2013	2014	400,000.00	56.788%	Grant, General Fund	227,151.02			Complete
Cherokee Bluffs Park	2015	2021	3,212,958.00	86.438%	SPLOST	2,777,217.13			Complete
Purchase of Future Greenspace for Healan's Mill Greenway	2018	2018	669,533.02	50.712%	Grant, General Fund	339,533.02			Complete
District 4 / Butler Park Construction	2021	2023	1,603,968.00	49.548%	Grant / SPLOST	-	794,737.00		In process
Tadmore Park Renovation	2021	2023	1,824,421.51	32.888%	SPLOST	-	600,018.00	\$ 129,345.45	In process
Alberta Banks Renovation	2022	2023	1,033,330.00	75.000%	SPLOST	-	775,000.00	\$ 239,706.74	In process
New Pavilions - Various Parks	2022	2023	250,000.00	100.000%	N/A	-	250,000.00	\$ 55,032.00	In process
Healan's Mill Park Construction	2022	2024	2,000,408.00	24.995%	N/A	-	500,000.00	\$ 44,000.00	In process
Unidentified Projects	TBD	TBD					1,134,555.56		Not Started
Total of Costs, Expenditures & Impact Fees Encumbered			\$ 14,884,946.16			\$ 6,826,892.39	\$ 4,054,310.56	\$ 468,084.19	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan
** Impact Fee Funds Available as of 6-30-2021
***This is the balance of encumbrances to date in FY2022 for Parks Projects funded with impact fees.

HALL COUNTY

Capital Improvements Project Update 2011-2021*

Public Facility: Public Safety Facility

Service Area: County-wide

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding		Impact Fee Expenditures	Impact Fees Funds Available **	Project Status
				from Impact Fees	Other Funding Sources			
New Jail Construction	2008	2008	\$ 54,000,000.00	1.359%	SPLOST	\$ 733,996.20	\$	Complete
Expansion of Visitation Room^	2014	2017	407,402.00	100.000%		407,401.97		Complete
Expansion of Jail Parking	2018	2018	83,737.50	100.000%		83,737.50		Complete
Expansion of Sheriff's Headquarters	2021	2022	1,042,461.00	28.778%	Capital Projects Fund		300,000.00	In Process
Unidentified Projects	TBD	TBD					130,120.08	To be Determined
Total of Costs, Expenditures & Impact Fees Encumbered			\$ 55,533,600.50			\$ 1,225,135.67	\$ 430,120.08	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan

** Impact Fee Funds Available as of 6-30-2021

HALL COUNTY

Capital Improvements Project Update 2011-2021*

Public Facility: Sheriff's Patrol

Service Area: County-wide

Project Description	Project Start Date	Project End Date	Cost of Project*	Percentage of Funding from		Impact Fee Expenditures	Impact Fee Funds Available**	Project Status
				Impact Fees	Other Funding Sources			
South Hall Precinct	2014	2015	\$ 979,000.00	21.9%	SPLOST	\$ 168,626.24	\$ -	Complete
Unidentified Projects							94,827.89	To be Determined
Total of Costs, Expenditures & Impact Fees Encumbered			\$ 979,000.00			\$ 168,626.24	\$ 94,827.89	

* For Completed Projects, actual amounts expended are shown instead of the originally estimated costs, while assuring that the Percentage of Funding from Impact Fees does not exceed the percentage impact fee eligible from the adopted Capital Improvement Plan

** Impact Fee Funds Available as of 6-30-2021



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 292/2022

SUBJECT: Application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. Commission District 3. NOTE: Tabled at the May 26, 2022 Voting Meeting until the June 22, 2022 Meeting.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: RD

Recommendation:

Approved, with conditions: 1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval. 2. The lots shall be a minimum of one acre in size. 3. The minimum road frontage shall be 50 feet. 4. The property shall have a maximum of 18 lots. 5. There shall be no vinyl siding. 6. All houses shall have hardi plank stone and masonry exteriors. 7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices." 8. All conditions of zoning shall be part of any plat of the property. 9. Lot 1 and 14 shall have a 5 foot non access easement to Coker Road. 10. The houses shall have a minimum 1,500 square feet of heated floor space for a one story home and 2,000 square feet of heated floor space for a two story home. 11. All roads shall be built to Hall County standards.

Purpose of Request:

History:

Application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. Commission District 3.

Facts and Issues:

Options:

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

Approvals:

Approve	Budget	Finance	Attorney
JR	JR	JR	JR
Administration		Clerk	
JR		JR	

Attachments:

- Updated Board Memo
- Board Memo
- Recommendation Report
- Application
- Narrative
- Site plan
- Maps
- Deed
- Enviornmental Health Comments.pdf
- GDOT Comments
- Public Works Comments
- Public Comments
- Notice Sign Photo



Hall County Government

PLANNING & DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

From: Randi Doveton, Director

Date: June 16, 2022

Subject: Application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. Commission District 3.

At the June 9, 2022 voting meeting of the Hall County Board of Commissioners, this item was tabled for the applicant to present an engineered plan and hydrology study for the detention pond.

The applicant has not submitted the requested documents and a conversation with applicant's representative indicates that this will not be heard until later in the summer.

It will be re-advertised in a legal and by sign once the information is received.

There was one (1) written comment in opposition submitted in advance of the Planning Commission meeting and three (3) people spoke in opposition during the public hearing on April 18, 2022.

There have been no changes to the request since the Planning Commission took action.



Hall County Government

PLANNING & DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

From: Randi Doveton, Director

Date: May 4, 2022

Subject: Application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. Commission District 3.

Application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. Commission District 3.

At their April 18, 2022 meeting, the Hall County Planning Commission voted to recommend approval to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) and for a Use Subject to County Commission approval due to the purpose of use being a subdivision under Residential-I (R-I) (4-0) of this request with the following eleven (11) conditions:

1. *The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
2. *The lots shall be a minimum of one acre in size.*
3. *The minimum road frontage shall be 50 feet.*
4. *The property shall have a maximum of 18 lots.*
5. *There shall be no vinyl siding.*
6. *All houses shall have hardi plank stone and masonry exteriors.*
7. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:*
“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”
8. *All conditions of zoning shall be part of any plat of the property.*

9. *Lot 1 and 14 shall have a 5 foot non access easement to Coker Road.*
10. *The houses shall have a minimum 1,500 square feet of heated floor space for a one story home and 2,000 square feet of heated floor space for a two story home.*
11. *All roads shall be built to Hall County standards.*

There was one (1) written comment in opposition submitted in advance of the Planning Commission meeting and three (3) people spoke in opposition during the public hearing on April 18, 2022.

There have been no changes to the request since the Planning Commission took action.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Efrain Carrillo

Request Rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I)

Proposed Use 10 lot subdivision

Size 10.0± acres

Zoning AR-IV

Location On the west side of Coker Road
approximately 840 feet from its intersection
with Thousand Oaks Drive; a.k.a. 3504 Coker
Road; Tax Parcel 15015 000131(pt.).

Commission District Three

Planning Commission Date April 18, 2022

Staff Recommendation **Denial**

**Planning Commission Recommendation – Approval to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) and for a Use Subject to County Commission approval due to the purpose of use being a subdivision under Residential-I (R-I), with conditions
Vote: 4-0 (Varner absent)**

Conditions:

1. *The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
2. *The lots shall be a minimum of one acre in size.*
3. *The minimum road frontage shall be 50 feet.*
4. *The property shall have a maximum of 18 lots.*
5. *There shall be no vinyl siding.*
6. *All houses shall have hardi plank stone and masonry exteriors.*
7. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:*

“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”

8. *All conditions of zoning shall be part of any plat of the property.*
9. *Lot 1 and 14 shall have a 5 foot non access easement to Coker Road.*
10. *The houses shall have a minimum 1,500 square feet of heated floor space for a one story home and 2,000 square feet of heated floor space for a two story home.*
11. *All roads shall be built to Hall County standards.*

Applicant Proposal

The applicant is requesting to rezone a portion of 3504 Coker Road from Agricultural-Residential-IV (AR-IV) to Residential-I (R-I) in order to subdivide the property into ten (10) lots to be developed with single-family homes. The narrative states that each lot will be a minimum of 35,000 square feet in size; eight (8) will measure 125 feet by 280 feet and two (2) will be of an irregular shape yet still meet the 35,000 square foot requirement. The applicant proposes to develop the property with site-built single-family residences served by public water and individual septic tanks. The development will be served by a new street along the southern boundary of this property to provide each lot with appropriate road frontage.

The proposed road measures 1396.61' in length, and is proposed to branch off of the existing Coker Road and end in a cul-de-sac at the back of the subject property.

History and Existing Land Uses

The subject property is approximately 10.0± acres and is part of a larger 27.29± acre tax parcel zoned Agricultural Residential-IV (AR-IV). The surrounding properties are zoned AR-IV and are developed with a mixture of single family and agricultural uses. To the northeast of the subject property is Harmony Woods subdivision, which is developed with single-family homes on approximately one (1) to two (2) acre lots. Other surrounding properties are large AR-IV tracts developed with a mixture of single family and agricultural uses. The subject property is developed with a 1,669 square foot single family residence built on 1971 as well as a mobile homes and two (2) chicken houses. This appears to be the original zoning per Hall County records.

Comprehensive Plan Land Use Designation

The subject property is located within the “Rural Residential” future land use designation. This land use designation is characterized by low-density single-family residential uses with deep setbacks from the road. Future development should continue to reflect lower density detached single-family residential uses, and neighborhood design should incorporate a high percentage of open space (i.e. ‘Conservation Subdivision’ design).

The request is inconsistent with the Comprehensive Plan as the minimum density recommended for the rural residential future land use designation is 1 dwelling unit per 1 – 1.5 acres, depending on public water availability.

Development Support and Constraints

Hall County Environmental Health

In an email dated May 4, 2021 Emily McGahee commented: "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements."

Hall County Fire Services

The subject parcel is located approximately 4.5 miles from Hall County Fire Station #1, located at 2460 Athens Highway. The nearest fire hydrant is in the right-of-way of Coker Road approximately 120 feet from the north east corner of the subject property and approximately 291 feet from the south east corner of the subject property.

Hall County Public Works and Utilities

In a memorandum dated May 6, 2021, Srikanth Yamala, Director of Public Works and Utilities, stated the following:

Engineering

As this subdivision is greater than 6 lots on an existing road, a stormwater management report prepared by a professional engineer will be required.

Traffic Engineering

No comment.

Utilities

No comment.

Hall County Tax Assessors

No comments were provided.

Gainesville Water Resources

The Hall County GIS shows that public water is available to the subject property along Coker Road.

Georgia Department of Transportation

In an email dated April 26, 2021, Jonathan Peevy, Assistant District Traffic Engineer, indicated that this project will not require GDOT coordination.

Zoning Analysis

- The proposed use request is **inconsistent** with the Comprehensive Plan.
 - Per the Hall County Comprehensive plan, this area is characterized by low-density single-family residential uses with deep setbacks from the road. Future development should continue to reflect lower density detached single-family residential uses, and neighborhood design should incorporate a high percentage of open space. The target density for this area is 1 dwelling unit per 1 – 1.5 acres, depending on public water availability.
- §17.20.1210 of the Hall County Zoning Regulations defines a *major subdivision* as the division of a tract or parcel of land into two or more lots, building sites or other divisions for the purpose of sale, legacy, a new street or a change in existing streets, and includes re-subdivision.

- Within the R-I zoning district, subdivisions are listed as a permitted use.
- §17.240.010 of the Official Code of Hall County designates lots within an R-I zoning district to be a minimum of 35,000 square feet in size.
 - The proposed lots meet this requirement.
- §17.240.010 of the Official Code of Hall County designates lots within the R-I zoning district to have a minimum 50 feet of lot frontage when along local roadways.
 - Coker Road is classified as a local road and there is a proposed road that will serve the majority of lots.
- §17.16.010 of the Official Code of Hall County lists permitted uses within R-I districts as: site-built single-family detached dwelling units; Class A single-family detached industrialized dwelling units; non-commercial accessory residential uses, including but not limited to a private garage, detached home workshop, swimming pool. Or greenhouse, all of which shall be incidental to the use of the property as a residence; home offices; agricultural or horticultural uses.
- The site plan and narrative do not show or mention a centralized postal unit, which is required by the United States Postal service.
 - This item will be expected to be included with development plans for the subdivision.

Staff Recommendation

Staff recommends **denial** of the applicant’s request but if the board see fit to approve, the following conditions shall apply:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.
2. The subdivision shall be limited to a maximum of 10 residential lots.
3. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:

“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”

4. All conditions of zoning shall be made a part of any plat of the property.

Excerpts from the minutes of the meeting of April 18, 2022

Applicant’s Presentation:

David Webb, Principal Planner, presented a summary of the request.

Jake Bailey, 2419 Island Drive, Gainesville, presented the request. The applicant indicated that they would not have any objection to adding a non-access easement to property 1 and 14 to access Coker Road. The applicant stated that the road to access these properties will be a new road.

Efrain Carrillo, 344 Clermont, Clermont, presented the request.

Pedro Montes, 3284 Bay Mount Way, Lawrenceville, presented the request.

Rebuttal

re

Mr. Bailey stated that the development was going into an existing subdivision and they would comply with conditions. Mr. Bailey stated that they were not proposing any new driveways onto Coker Road, the road for the driveways would be on a new road. Mr. Bailey stated that as for water runoff and erosion, they would work with engineers and comply with all local and state codes for water control. Mr. Carrillo stated that the plan is to build houses and/or sell the lots to have homes built. Mr. Carrillo stated that he understood the concerns that the nearby property owners had regarding the land but the area is quickly expanding and they are just going in route of that growth.

Public Forum:

William Berry, 3598 Coker Road, Gainesville, spoke in opposition. Concerns was traffic, illegal dumping, and water pollution.

Myrtle Smith, 3576 Coker Road, Gainesville, spoke in opposition. Concerns were traffic accidents, illegal dumping, and expansion.

Walter Smith, 3576 Coker Road, Gainesville, spoke in opposition. Concerns were expansion on Coker Road.

Planning Commission Comments:

Mr. Braswell asked if the lots were going to be a minimum of one acre in size. Mr. Bailey stated that was correct, with a 50 foot frontage minimum. Mr. Braswell asked if the new street will be built up to county standards. Mr. Bailey stated that was correct. Mr. Hunt questioned if the scale on the plat was correct. Mr. Bailey stated that it should be. Mr. Hunt stated that the application would also be approved for a Use Subject to County Commission Approval due to the purpose of use being a subdivision under Residential-I (R-I).

Motion: A motion to approve to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) and for a Use Subject to County Commission approval due to the purpose of use being a subdivision under Residential-I (R-I), with conditions was made by Mr. Hunt and seconded by Mr. Bell. Vote: 4-0 (Varner absent)

Conditions:

1. *The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.*
2. *The lots shall be a minimum of one acre in size.*
3. *The minimum road frontage shall be 50 feet.*
4. *The property shall have a maximum of 18 lots.*
5. *There shall be no vinyl siding.*
6. *All houses shall have hardi plank stone and masonry exteriors.*

7. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:*

“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”

8. *All conditions of zoning shall be part of any plat of the property.*
9. *Lot 1 and 14 shall have a 5 foot non access easement to Coker Road.*
10. *The houses shall have a minimum 1,500 square feet of heated floor space for a one story home and 2,000 square feet of heated floor space for a two story home.
All roads shall be built to Hall County standards.*

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



ZONING APPLICATION **ZON2021-00017**

Applicant (Name & Mailing Address)

EFRAIN CARRILLO
344 CLEAR VIEW COURT
CLERMONT, GA 30527

Phone 770 654 3956

Email Address EFRAINCARILLO31@YAHOO.COM

Property Owner (Name & Mailing Address)

EFRAIN CARRILLO
344 CLEAR VIEW COURT
CLERMONT, GA 30527

Phone 770 654 3956

Email Address EFRAINCARILLO31@YAHOO.COM

Proposed Use 10 LOT RESIDENTIAL SUBDIVISION

Contact Person (Name & Mailing Address)

JACK BAILEY
P.O. BOX 3392
GAINESVILLE, GA 30503

Phone 770 540 0369

Email Address BAILEYASSOC@ATT.NET

Tax Parcel Number 15015000131

Acreage 10

Location Address 3504 COKER RD, GAINESVILLE, GA 30507

Status of Applicant

- Owner
- Option to Purchase
- Area Resident
- Other

Requested Action

Existing Zoning: AR
Rezone to: R-1
Fee: \$ 600.00
Receipt #: 033522
Check #: 1437

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature]

Date: MAR. 15, 2021

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: 3/18/2021

Taken by: ECG / JWC

Tentative Planning Commission Date: 5/17/2021

Tentative County Commission Date: 6/24/2021

County Commission District: THREE

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

Date: 3-15-21

Applicant's/Owner's Name (Printed): Efrain Carrillo

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

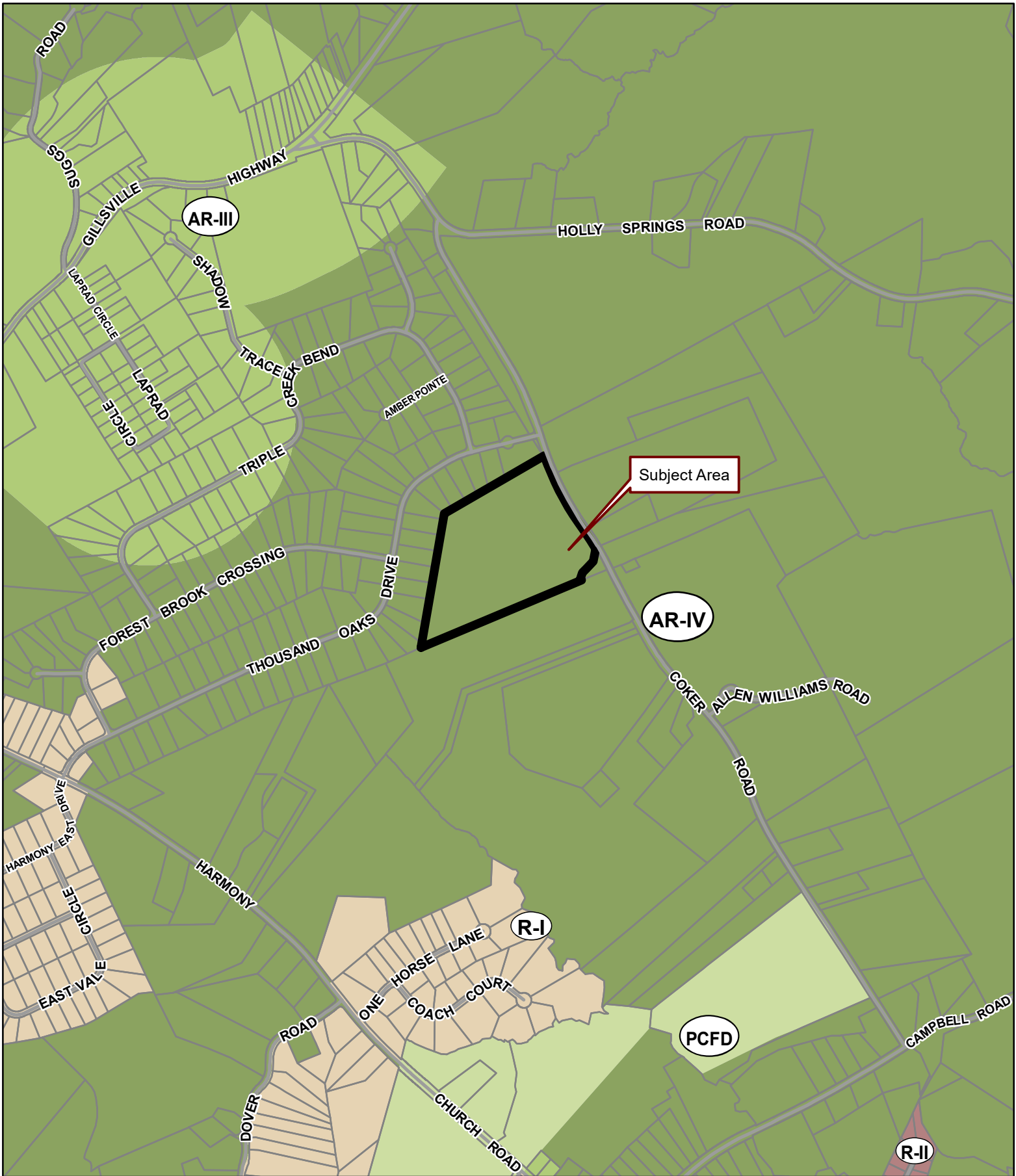
Date: 3-15-21

Applicant's/Owner's Name (Printed): Efrain Carrillo

**EFRAIN CARRILLO PROPERTY
COKER ROAD, TADMORE G.M.D. #268**

REZONING WRITTEN REPORT

The existing property is 27.13 acres and is zoned AR.
The owner is requesting that 10 acres be rezoned to R-1.
The proposed development will include 10 residential lots.
8 of the lots will measure 125' x 280' for a total of
35,000 square feet. 2 lots will be irregular in shape but
will total 35,000 square feet.
The development will also include a new street with a cul-de-sac.
The proposed residences will meet all existing codes.
The residences will have public water with individual
septic tanks and waste disposal systems.



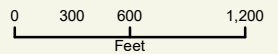
Applicant: EFRAIN CARRILLO

Tax Parcel #: 15015 000131

Location: 3504 COKER ROAD, GAINESVILLE, GA 30507

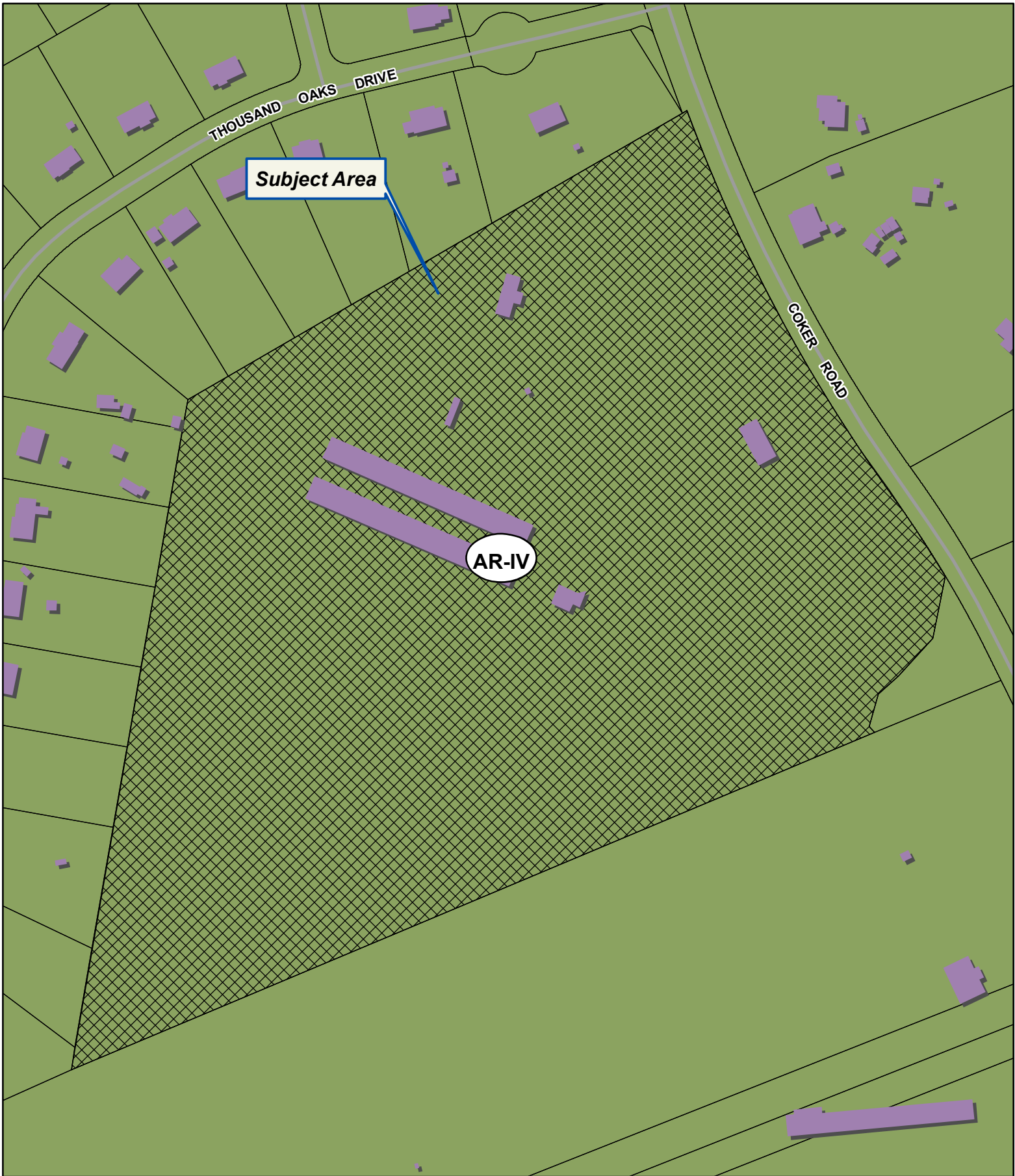
Commission District 3

PC Mtg. Date: 04/18/2022

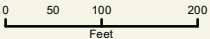


- Zoning Boundary
- ▭ City Limits
- ◻ Subject Area
- ▭ Structure





Applicant: EFRAIN CARRILLO
Tax Parcel #: 15015 000131
Location: 3504 COKER ROAD, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date:** 04/18/2022



- Zoning Boundary
 - City Limits
 - ▣ Subject Area
 - Structure
-



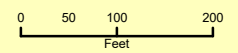
Applicant: EFRAIN CARRILLO




Tax Parcel #: 15015 000131

Location: 3504 COKER ROAD, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 04/18/2022



-  Zoning Boundary
-  City Limits
-  Subject Area



eFiled and eRecorded
DATE: 03/10/2021
TIME: 1:33 PM
DEED BOOK: 6763
PAGE: 694 - 698
FILING FEES: \$26.00
TRANSFER TAX: \$74.00
PARTICIPANT ID: 0171270233
PT61: 059-2021-002216
RECORDED BY: CH
CLERK: Charles Baker, C.S.C
Hall County, GA

After Recording Return To:
Kim and Bagwell, LLC
311 Green Street, Suite 409
Gainesville, GA 30501

Order No.: 6894

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF HALL

THIS INDENTURE, made this 8th day of March, 2021, between Oscar Jesus Carrillo, of the County of Hall, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Price Road Properties, LLC, as party or parties of the second part, hereinafter called Grantee.

The words "Grantor" and "Grantee" whenever used herein shall include all individuals, corporations, and any other persons or entities, and all the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto. If more than one party shall execute this deed each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein.

WITNESSETH that: Grantor, for and in consideration of the sum of Seventy-Four Thousand And No/100 Dollars (\$74,000.00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land lying and being in Land Lot 108 of the 11th Land District of Hall County, Georgia, containing 1.7 acres, more or less, and being more particularly described as follows:

Beginning at an Iron pin on the northeastern right of way of State Route 136 also known as Price Road (with 60 foot right of way) which pin is South 64 degrees 52 minutes 48 seconds East 120.7 feet from the centerline intersection of State Route 136 and Graham Circle; running thence along property of Joyce Elaine Grindle, North 76 degrees 09 minutes 34 seconds East 225.82 feet to a rebar found, running thence South 48 degrees 36 minutes 58 seconds East 274.90 feet to a concrete marker found; running thence along property now or formerly of Brittany C. Hooper, South 31 degrees 39 minutes 56 seconds West 212.39 feet to a rebar found and located on the northeastern right of way of State Route 136 a/k/a Price Road; running thence along the northeastern right of way of Price Road the chord bearing and distance: North 46 degrees 32 minutes 03 seconds West 277.10 feet but with an arc distance along the right of way of 277.13 feet, thence continuing along said right of way North 44 degrees 18 minutes 27 seconds West 88.73 feet; thence continuing along said right of way a chord bearing and distance of North 43 degrees 04 minutes 07 seconds West 74.50 feet but with an arc distance along said right of way of 74.51 feet to the Beginning Iron Pin Corner.

Said property is further identified as Tax Parcel No. 11108 000002, and as 4824 Price Road, Gainesville, GA 30506.

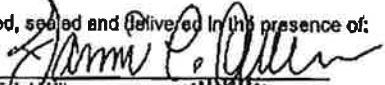
SUBJECT to all zoning ordinances, easements, and restrictions of record insofar as the same may lawfully affect the above-described property.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons owning, holding or claiming by, through or under the said Grantor.

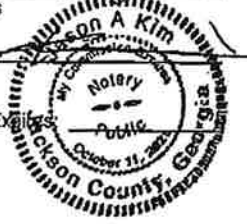
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, this 8th day of March, 2021.


Oscar Jesus Corrallo

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires



Anael Dominguez (Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, March 25, 2022 1:59 PM
To: Srikanth Yamala (Public Works); Anael Dominguez (Planning); Kevin McOmber (Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 4.18.22

Please find Environmental Health comments below:

Item 1, 3504 Coker Road, Bailey: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 2, 3024 Dale Road, Simpson: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 3, 2825 Outer Circle, Gomez: Must meet all Environmental Health residential septic system permitting requirements. Existing system evaluation will be required if using existing septic system. Level 3 Soil Evaluation will be required prior to application if existing septic system will not be used. Recorded plat required.

Item 4, 4294 Hunter Road, Bark Camp Farm: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, existing septic system evaluation, or septic system installation/modification may be required after review of business plan. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.

Item 5, 6527 Lakeshore Drive, Perkins: Must meet all Environmental Health residential septic system permitting requirements.

Item 6, 5596/5608/5614/0 Thompson Mills Road, Highlands Residential: Public sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 7, 3654 Thompson Bridge Road, Barrett: Public Sewer. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 8, 3596 Meadow Lane, Brown: No comment. Public Sewer.

Emily McGahee
Hall County Environmental Health
Hall County Government Center – 3rd Floor
2875 Browns Bridge Road

Anael Dominguez (Planning)

From: Niebauer, Parker J <PNiebauer@dot.ga.gov>
Sent: Thursday, March 31, 2022 8:50 PM
To: Anael Dominguez (Planning); Srikanth Yamala (Public Works)
Cc: Chavers, Veronica E; Peevy, Jonathan
Subject: RE: Tentative Planning Agenda for April 18, 2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see responses in red below

Thank you,

Parker Niebauer

DITO Traffic Operations Supervisor



District 1 Division of Field Services
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8275 office
770.519.3223 cell

From: Anael Dominguez (Planning) <adominguez@hallcounty.org>
Sent: Thursday, March 24, 2022 10:25 AM
To: Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Bill Nash (Public Works) <bnash@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chris Braswell (Planning) <cbraswell@hallcounty.org>; Christopher Armstrong (Fire Services) <carmstrong@hallcounty.org>; 'Dan Barnes' <Daniel.C.Barnes@usace.army.mil>; Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>; Frank Miller (Engineering) <fmiller@hallcounty.org>; Dykes, Jason <jdykes@dot.ga.gov>; Jason Skarda (Engineering) <jskarda@hallcounty.org>; 'Jeremy Wills' <jeremy.wills@gainesville.org>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Peevy, Jonathan <jpeevy@dot.ga.gov>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Lamar Carver (Building Inspection) <lcarver@hallcounty.org>; 'Matt Cox' <matt.cox@hallco.org>; Mike Little (Parks and Leisure) <mlittle@hallcounty.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; nswofford <nswafford@gainesville.org>; 'Pam Cravero' <pam.cravero@hallco.org>; 'Rich Atkinson' <rich@flowerybranchga.org>; Scott Puckett <spuckett@hallcounty.org>; PlanningDirectorTemp <planningdirectortemp@hallcounty.org>; Srikanth Yamala (Public Works) <syamala@hallcounty.org>; 'Stephen Cain' <troy.s.cain@usace.army.mil>; Steve Watson (Real Property) <rswatson@hallcounty.org>; Tammie Croy (Engineering) <tcroy@hallcounty.org>; Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>; Wanda Moreno (Engineering) <wmoreno@hallcounty.org>; 'Will Schofield' <will.schofield@hallco.org>; Nicole Griffin <nicole.griffin@hallcounty.org>
Subject: Tentative Planning Agenda for April 18, 2022

Good morning–

Here is the Tentative Agenda and Maps for the **Monday, April 18, 2022** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, March 31st**. Email comments to Srikanth (syamala@hallcounty.org) and Ana (adominguez@hallcounty.org).

Thank you–

CALL TO ORDER

APPROVAL OF MINUTES – April 4, 2022

OLD BUSINESS

1. [Previously tabled application of Efrain Carrillo to rezone from Agricultural Residential-IV \(AR-IV\) to Residential-I \(R-I\) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. ** Commission District 3](#)
2. [Previously tabled application of James E. and Greg S. Simpson to rezone from Agricultural Residential-IV \(AR-IV\) to Light Industrial \(I-I\) on a 37.30± acre tract located on the north side of Dale Road at its intersection with Candler Road; a.k.a. 3024 Dale Road; Zoned AR-IV; Tax Parcel 15025 000006. Proposed Use: light industrial uses. ** Commission District 3.](#)

NEW BUSINESS

3. [Application of Juana Gomez-Garcia and Andres Gomez-Gomez for a front yard setback variance from 40 feet to 30 feet and rear yard setback variance from 25 feet to 10 feet on a .34± acre tract located on the east side of Outer Circle approximately 208 feet from its intersection with Oak Hill Circle; a.k.a. 2825 Outer Circle; Zoned AR-III; Tax Parcel 15023B000075. Proposed use: to place a mobile home onto property.* Commission District 3.](#)
None
4. [Application of Bark Camp Farm for a Use Subject to County Commission on a 30.62± acre tract located on the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Zoned AR-IV; Tax Parcel 12023 000010. Proposed use: Farm-style dog daycare, boarding facility and family/community events. ** Commission District 3.](#)
None
5. [Application of Roger Perkins for a Use Subject to County Commission on a .29± acre tract on the south side of Lakeshore Drive approximately 149 feet from its intersection with Oakwood Trail; a.k.a. 6527 Lakeshore Drive; Zoned PRD; Tax Parcel 10011D000105. Proposed use: Personal Single family residence. ** Commission District 2.](#)
None
6. [Application of Highlands Residential, LLC to amend conditions of a Planned Commercial Development \(PCD\) on a 5.77± acre tract located on the north side of Thompsons Mill Road approximately 1,049 feet from its intersection with Napa Ridge Road; a.k.a. 5596, 5608, 5614, and 0 Thompsons Mills Road; Zoned PCD; Tax Parcel 15041 000020, 000013, 000056, and 000191. Proposed use: 152 unit senior living facility. ** Commission District 1.](#)
GDOT Coordination Required
7. [Application of D. Barrett Investment Properties, LLC to rezone from Agricultural-Residential-III \(AR-III\) and Residential-II \(R-II\) to Planned Commercial Development \(PCD\) on a 5.7± acre tract located on the east side of Thompson Bridge Road approximately 1,306 feet from its intersection with Mount Vernon Road; a.k.a. 3654 Thompson Bridge Road; Zoned AR-III and R-II; Tax Parcel 10104 000002. Purposed Use: climate controlled storage and medical office facility. ** Commission District 2.](#)
GDOT Coordination Required

8. [Application of Tyrus Brown to rezone from Residential-I \(R-I\) to Residential-II \(R-II\) on a 9.65± acre tract located on Meadow Lane at its terminus; a.k.a. 3596 Meadow Lane; Zoned R-I; Tax parcel 10105 004089. Proposed use: 44 unit townhome development. ** Commission District 2.](#)
None
9. Amend the Official Code of Hall County, Georgia by amending Section 17.20.020. Definitions to change the definition of "Adult Establishments"; by amending Section 17.420.050(A) to amend the list of Prohibited uses in the Gateway Corridors Overlay District (GCOD). The intent of the proposed changes is to update the regulation of Adult establishments in Title 17 to protect the health, safety, and welfare by preventing negative secondary effects, while satisfying constitutional standards for adult establishment regulations.

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, May 26, 2022** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, May 26, 2021. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Ana Dominguez
Planning Commission Clerk
Hall County Government
2875 Browns Bridge Road, Gainesville, GA 30504
www.hallcounty.org



Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.



Hall County Government

PUBLIC WORKS AND UTILITIES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

INTERIM DIRECTOR
Bill Nash, P.E.

To: Srikanth Yamala, Interim Director of Planning and Zoning
From: Bill Nash, P.E., Interim Director of Public Works and Utilities
Date: March 31, 2022
Subject: April 18, 2022 Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the April 18, 2022 meeting. Upon review, we provide the following comments:

1. Previously tabled application of Efrain Carrillo to rezone from Agricultural Residential-IV (AR-IV) to Residential-I (R-I) on a 27.29± acre tract located on the west side of Coker Road approximately 171 feet from its intersection with Thousand Oaks Drive; a.k.a. 3504 Coker Road; Zoned AR-IV; Tax Parcel 15015 000131. Proposed Use: 18 lot subdivision. ** Commission District 3

- a) Engineering: The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation, not centerline of creek.
- b) Traffic: No Comments
- c) Utilities: Septic – Hall County

2. Previously tabled application of James E. and Greg S. Simpson to rezone from Agricultural Residential-IV (AR-IV) to Light Industrial (I-I) on a 37.30± acre tract located on the north side of Dale Road at its intersection with Candler Road; a.k.a. 3024 Dale Road; Zoned AR-IV; Tax Parcel 15025 000006. Proposed Use: light industrial uses. ** Commission District 3.

- a) Engineering: The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation, not centerline of creek.
- b) Traffic: Recommend access be along Candler Road (SR 60) frontage only and access to Dale Road be prohibited. Candler Road (SR 60) access must be permitted through GDOT.
- c) Utilities: Septic – Hall County

3. Application of Juana Gomez-Garcia and Andres Gomez-Gomez for a front yard setback variance from 40 feet to 30 feet and rear yard setback variance from 25 feet to 10 feet on a .34± acre tract located on the east side of Outer Circle approximately 208 feet from its intersection with Oak Hill Circle; a.k.a. 2825 Outer Circle; Zoned AR-III; Tax Parcel 15023B000075. Proposed use: to place a mobile home onto property.* Commission District 3.

- a) Engineering: N/A
- b) Traffic: No Comment
- c) Utilities: No Comment



Hall County Government

PUBLIC WORKS AND UTILITIES

4. Application of Bark Camp Farm for a Use Subject to County Commission on a 30.62± acre tract located on the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Zoned AR-IV; Tax Parcel 12023 000010. Proposed use: Farm-style dog daycare, boarding facility and family/community events. ** Commission District 3.

- a) Engineering: The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation, not centerline of creek.
- b) Traffic: No comments
- c) Utilities: No Comments

5. Application of Roger Perkins for a Use Subject to County Commission on a .29± acre tract on the south side of Lakeshore Drive approximately 149 feet from its intersection with Oakwood Trail; a.k.a. 6527 Lakeshore Drive; Zoned PRD; Tax Parcel 10011D000105. Proposed use: Personal Single family residence. ** Commission District 2.

- a) Engineering: N/A
- b) Traffic: No Comments
- c) Utilities: No Comment

6. Application of Highlands Residential, LLC to amend conditions of a Planned Commercial Development (PCD) on a 5.77± acre tract located on the north side of Thompsons Mill Road approximately 1,049 feet from its intersection with Napa Ridge Road; a.k.a. 5596, 5608, 5614, and 0 Thompsons Mills Road; Zoned PCD; Tax Parcel 15041 000020, 000013, 000056, and 000191. Proposed use: 152 unit senior living facility. ** Commission District 1.

- a) Engineering: N/A
- b) Traffic: The proposed new roadway does not appear to meet County road standards and, if considered, will need to be private (not County maintained). May be possible issues with the development driveway on the proposed new roadway. Any Friendship Road (SR347) access will need to be approved/permitted by GDOT. Any Thompsons Mill Road access will need to be approved/permitted by Hall County.
- c) Utilities: No Comments

7. Application of D. Barrett Investment Properties, LLC to rezone from Agricultural-Residential-III (AR-III) and Residential-II (R-II) to Planned Commercial Development (PCD) on a 5.7± acre tract located on the east side of Thompson Bridge Road approximately 1,306 feet from its intersection with Mount Vernon Road; a.k.a. 3654 Thompson Bridge Road; Zoned AR-III and R-II; Tax Parcel 10104 000002. Purposed Use: climate controlled storage and medical office facility. ** Commission District 2.

- a) Engineering: The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Must have easement for driveway entering Ingles property.



Hall County Government

PUBLIC WORKS AND UTILITIES

- b) Traffic: GDOT driveway approval/permit required. Shared driveway agreement required for inter parcel driveway.
- c) Utilities: No Hall County sewer

8. Application of Tyrus Brown to rezone from Residential-I (R-I) to Residential-II (R-II) on a 9.65± acre tract located on Meadow Lane at its terminus; a.k.a. 3596 Meadow Lane; Zoned R-I; Tax parcel 10105 004089. Proposed use: 44 unit townhome development. ** Commission District 2.

- a) Engineering: The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation not centerline of creek. Show Hall County studied flood zone. Any impacts to flood zone must have "No rise study".
- b) Traffic: No Comments
- c) Utilities: No Hall County sewer

9. Amend the Official Code of Hall County, Georgia by amending Section 17.20.020. Definitions to change the definition of "Adult Establishments"; by amending Section 17.420.050(A) to amend the list of Prohibited uses in the Gateway Corridors Overlay District (GCOD). The intent of the proposed changes is to update the regulation of Adult establishments in Title 17 to protect the health, safety, and welfare by preventing negative secondary effects, while satisfying constitutional standards for adult establishment regulations

Hall County Public Hearing

Re: Rezoning of 3504 Coker Road, 27 acres (3504) from AR-IV to R-I

Adjacent and Affected Properties:

Walter and Myrtle Smith
3576 Coker Road

William J Berry Sr., and WJB Jr.
3598 Coker Road

Curtis, Linda, and Louise Akins
3608 Coker Road

Jeffrey and Leigh Ann Perry
3594 Coker Road

Dear Planning Commission members,

The above combined properties represent approximately 100 acres of cattle farm, timberland, a fish farm pond fed by a wet weather runoff, and four single family residences.

We oppose the rezoning of 3504 Coker Road, 27 acres of open pasture to an 18 lot subdivision for the following reasons:

1- As proposed the plan does not adequately protect adjacent properties.

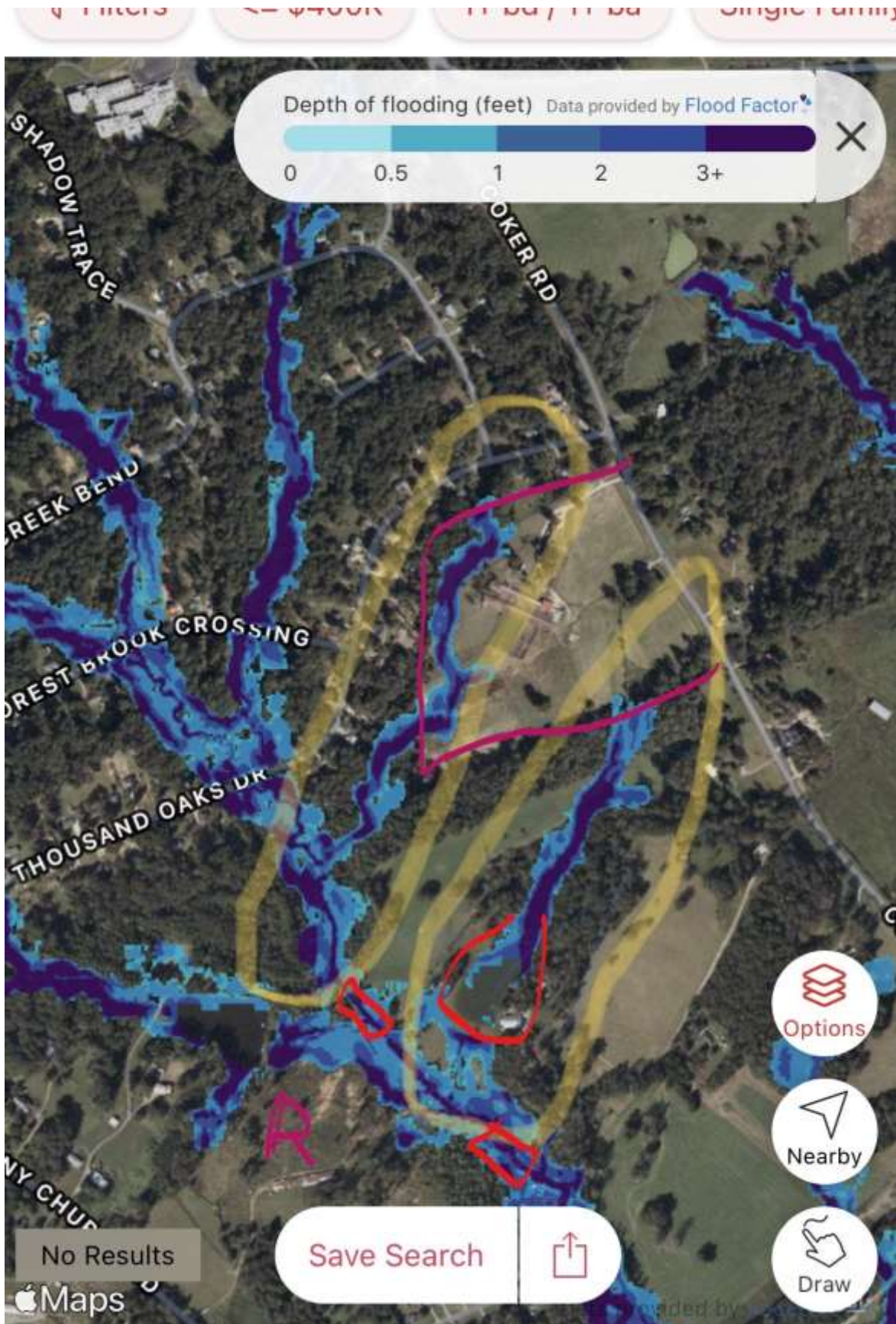
As comparison the Thousand Oaks Subdivision was originally timberland, and has wooded borderlines, the 3504 property is open pasture without natural buffers on the property line. All natural water runoff from the 27 acres flows through the cattle pastures, feeds the fish pond, and creek watering gaps for the cattle.

(See pic of Sat. view realtor.com) KEY: Yellow Highlighted areas = rain water flow from 3504,

Red U = Stocked & fed Fish Pond, Red Rectangles = Cattle Watering Gaps in Creek

Hall County Public Hearing

Re: Rezoning of 3504 Coker Road, 27 acres (3504) from AR-IV to R-1



Hall County Public Hearing

Re: Rezoning of 3504 Coker Road, 27 acres (3504) from AR-IV to R-I

2- It adversely affects the existing use of our adjacent properties.

Minor grading and clearing on 3504 has historically and recently resulted in more silt and debris runoff into the fish pond reducing and limiting its use. (See pic @ mouth of pond).



Grading and leveling for roads, home sites, and utilities will have significant immediate negative impact on the "Hall County approved" pond, its fish, and cattle watering gap.

Hall County Public Hearing

Re: Rezoning of 3504 Coker Road, 27 acres (3504) from AR-IV to R-I

The cooperative land use by the owners provides grass fed cattle for auction and personal use, the stocked (pellet fed) fish pond also provides a food source, and is a pursuit of happiness.

The current fencing on the 3504 border is designed for cattle containment not to prevent human trespassers. To keep trespassers from coming in contact with livestock, and other natural and man-made hazards on the farm, the appropriate fencing would have to be installed along the entire border of 3504. We should not have to incur costs of this upgrade.

3- Although the proposed rezoning may conform to the Hall County Comprehensive Land Use Plan, can the board provide any current infrastructure impact studies which support the current rate of concentrated housing being approved in the Tadmore, Gillsville Highway area, and specifically the 3504 property?

Our position is this additional development would cause even more excessive and burdensome increased vehicle traffic on the existing streets, utilities, schools, police protection and enforcement of existing laws and county codes. Examples of current violations include but are not limited to, more potential for speeding and drag racing, ignoring leash laws (Dogs killed a newborn calf less than 30 days ago), open burning of household garbage and trash, illegal dumping on Coker Road.

(See pic of truck illegally dumping in Posted area on Coker Road)

Hall County Public Hearing

Re: Rezoning of 3504 Coker Road, 27 acres (3504) from AR-IV to R-I



County dumpster and recycling point monitoring and capacity, irresponsible gun fire (Bullet holes in the barn roof after Thousand Oaks came in), just to mention a few.

Hall County Public Hearing

Re: Rezoning of 3504 Coker Road, 27 acres (3504) from AR-IV to R-I

4- Additional existing and changing conditions that affect the development of 3504 are increasing exponentially based on the rate of rezoning to Residential in the area.

On March 25, 2022 it was reported "The Hall County Commission approved at its meeting Thursday evening a rezoning request allowing for a subdivision on Gillsville Highway with 399 single-family detached homes and townhomes."

5- The development of 3504 without environmental buffers and holding ponds will pose significant residential pollution and ecological impact to the adjacent properties. There will undoubtedly be lawn fertilizer, road surface petroleum based and other chemical runoff from the subdivision. The current proposal calls for septic tanks which inevitably leak or overflow which also poses a pollution concern.

Not only does this pollution affect the cattle farm and fish pond, area air quality but it also threatens the natural water fowl, migratory birds, fish, aquatic life and wildlife habitats around the property.

For all the aforementioned reasons we oppose the rezoning development as presented.

We are open to compromise regarding ideas that would eliminate or strongly mitigate our concerns.

Respectfully,

All adjacent owners listed above.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **EFRAIN CARRILLO**

REQUEST: **REZONE FROM AR-IV TO R-1 FOR 18-LOT SUBDIVISION**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: **04/18/22**

AND

COUNTY COMMISSION
Date: **05/26/22**
Time: **06:00 PM**

Time: **05:15PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



AGENDA ITEM

Planning and Development

REPORT TO: **Work Session (06/20/22)**

REPORT TO: **Meeting (06/22/22)**

ITEM NO: 322/2022

SUBJECT: Application of Ridgeline Land Planning, Inc. to rezone from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD) on a 50.75± acre tract located on the east side of Union Church Road approximately 166 feet from its intersection with Steeple Chase Lane; a.k.a. 4670 Union Church Road; Zoned AR-III; Tax Parcel 15043 000001. Proposed Use: 100 unit single family detached subdivision. Commission District 1. NOTE: Tabled at the June 9, 2022 Voting Meeting until the June 22, 2022 Meeting.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: RD
Recommendation:

The conditions below reflect the June 9, 2022 Board of Commissioners amendments to the Hall County Planning Commission's May 2, 2022 recommended conditions: 1. The development shall generally occur as depicted on the site plan and described in the project narrative, modified for compliance with Hall County regulations, including Â§17.180.060 Planned Residential Development (PRD) standards. Any deviation from county regulations would not be approved unless specifically varied by the board. 2. There shall be no more than 125 total units in the development, equaling a density of 2.46 units per acre. Any development of 120 or more must have 2 entrances to meet Life Safety Codes and receive plan approval from the Fire Department. a. There could be distance/sight distance/alignment issues associated with the proposed entrance nearest Steeple Chase Lane; this could impact the applicant's ability to construct the desired number of lots. 3. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices." 4. The developer will install a wooden privacy fence with a height of 6 feet along the common property line Chestnut Mountain, LTD. and Kathy & John Cooper's property. Said fence shall run southeast from Union Church Rd for approximately a 1,000 LF and shall be installed within 60 days of issuance of the land disturbance permit (LDP). 5. The developer will install a decel lane, constructed to Hall County Development standards found in Â§16.60.290 of the Hall County regulations. 6. A landscape plan for the entrance and amenity area shall be submitted with plans. The plan shall include plant materials, including size at planting, plant schedule, and planting details.

Purpose of Request:

Application of Ridgeline Land Planning, Inc. to rezone from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD) on a 50.75± acre tract located on the east side of Union Church Road approximately 166 feet from its intersection with Steeple Chase Lane; a.k.a. 4670 Union Church Road; Zoned AR-III; Tax Parcel 15043 000001. Proposed Use: single family detached subdivision. Commission District 1.

History:

Facts and Issues:

Options:

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

Approvals:

Approve	Budget	Finance	Attorney
JR	JR	JR	JR
Administration		Clerk	
JR		JR	

Attachments:

Updated Board Memo w/Revised Conditions
Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Rendering
Renderings
Environmental Health Comments
GDOT Comments
Public Works Comments
Written Public Comment - Opposition (1)
Updated Notice Sign Photos
Notice Sign Photos



Hall County Government

PLANNING & DEVELOPMENT

To: Richard Higgins, Chairman
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

From: Randi Doveton, Director

Date: June 16, 2022

Subject: Application of Ridgeline Land Planning, Inc. to rezone from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD) on a 50.75± acre tract located on the east side of Union Church Road approximately 166 feet from its intersection with Steeple Chase Lane; a.k.a. 4670 Union Church Road; Zoned AR-III; Tax Parcel 15043 000001. Proposed Use: single family detached subdivision. Commission District 1.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Randi Doveton

Application of Ridgeline Land Planning, Inc. to rezone from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD) on a 50.75± acre tract located on the east side of Union Church Road approximately 166 feet from its intersection with Steeple Chase Lane; a.k.a. 4670 Union Church Road; Zoned AR-III; Tax Parcel 15043 000001. Proposed Use: single family detached subdivision. Commission District 1.

At the June 9, 2022 voting meeting the Hall County Board of Commissioners voted to table this item to the June 22, 2022 voting meeting to allow the staff to prepare the proposed conditions of approval as offered by Commissioners Powell and Stowe and to allow the applicant to determine whether he wished to keep the proposed lots below 120 to avoid the requirement of a second entrance.

The conditions below reflect the June 9, 2022 Board of Commissioners amendments to the Hall County Planning Commission's May 2, 2022 recommended conditions:

1. *The development shall generally occur as depicted on the site plan and described in the project narrative, modified for compliance with Hall County regulations, including §17.180.060 Planned Residential Development (PRD) standards. Any deviation from county regulations would not be approved unless specifically varied by the board.*
2. *There shall be no more than 125 total units in the development, equaling a density of 2.46 units per acre. Any development of 120 or more must have 2 entrances to meet Life Safety Codes and receive plan approval from the Fire Department.*
 - a. *Sight distance and/or alignment issues shall be coordinated with the Hall County Traffic Engineer prior to finalizing the number of lots.*

3. *The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”*
4. *The developer will install a wooden privacy fence with a height of 6FT along the common property line Chestnut Mountain, LTD. and Kath and John Cooper’s property. Said fence shall run southeast from Union Church Rd for approximately a 1,000 LF and shall be installed within 60 days of issuance of the land disturbance permit (LDP).*
5. *The developer will install a decel lane, constructed to Hall County Development standards found in §16.60.290 of the Hall County regulations.*
6. *A landscape plan for the entrance and amenity area shall be submitted with plans. The plan shall include plant materials, including size at planting, plant schedule, and planting details.*

There were zero (0) written comments in opposition submitted in advance of the Planning Commission meeting and three (3) people spoke in opposition during the public hearing on May 2, 2022.

The only changes from the 5-2-2022 Planning Commission meeting was the request by the applicant to have 125 lots instead of the 100 recommended by the Planning Commission and the revised conditions recommended by the Board of Commissioners at the 6-9-2022 voting meeting.



Hall County Government

PLANNING & DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

From: Randi Doveton, Director

Date: May 19, 2022

Subject: Application of Ridgeline Land Planning, Inc. to rezone from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD) on a 50.75± acre tract located on the east side of Union Church Road approximately 166 feet from its intersection with Steeple Chase Lane; a.k.a. 4670 Union Church Road; Zoned AR-III; Tax Parcel 15043 000001. Proposed Use: single family detached subdivision. Commission District 1.

Application of Ridgeline Land Planning, Inc. to rezone from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD) on a 50.75± acre tract located on the east side of Union Church Road approximately 166 feet from its intersection with Steeple Chase Lane; a.k.a. 4670 Union Church Road; Zoned AR-III; Tax Parcel 15043 000001. Proposed Use: single family detached subdivision. Commission District 1.

At their May 2, 2022 meeting, the Hall County Planning Commission voted to recommend approval (5-0) of this request with the following three (3) conditions:

- 1. The development shall generally occur as depicted on the site plan and described in the project narrative, modified for compliance with Hall County regulations, including §17.180.060 Planned Residential Development (PRD) standards. Any deviations found within the narrative or site plan are not approved.*
- 2. There shall be no more than 100 total units in the development, equaling a density of 1.97 units per acre.*
- 3. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."*

There were zero (0) written comments in opposition submitted in advance of the Planning Commission meeting and three (3) people spoke in opposition during the public hearing on May 2, 2022.

There have been no changes to the request since the Planning Commission took action.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Ridgeland Land Planning, Inc

Request Rezone from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD)

Proposed Use Single family detached subdivision

Size 50.75± acres

Zoning AR-III

Location On the east side of Union Church Road approximately 166 feet from its intersection with Steeple Chase Lane; a.k.a. 4670 Union Church Road; Zoned AR-III; Tax Parcel 15043 000001.

Commission District One

Planning Commission Date May 2, 2022

Staff Recommendation **Denial**

Planning Commission Recommendation: Approval, with conditions

Vote: 5-0

Conditions:

1. *The development shall generally occur as depicted on the site plan and described in the project narrative, modified for compliance with Hall County regulations, including §17.180.060 Planned Residential Development (PRD) standards. Any deviations found within the narrative or site plan are not approved.*
2. *There shall be no more than 100 total units in the development, equaling a density of 1.97 units per acre.*
3. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”

Applicant Proposal

The applicant is requesting to rezone a 50.75± acre tract from Agricultural-Residential-III (AR-III) to Planned Residential Development (PRD) for a 150 lot single-family subdivision. Access to the proposed development would be two entrances off Union Church Road. The concept plan shows an amenity site as you enter the development on the northern portion of the parcel. The road network is comprised of 3 internal cul-da-sac roads. The site also includes non-programmed open space areas, and stormwater detention ponds. Two streams that feed into Deaton Creek begin on the property though there is no flood plain. The property will be served by sanitary sewer from Hall County and public water will be provided by the City of Gainesville. In addition to the narrative, the applicant submitted an entry monument concept which includes both stone and brick features, with the name of the subdivision in the middle.

Ridgeline Land Planning PRD – Single Family Detached Proposed	
SITE AREA	50.75 ACRES
PROPOSED UNITS	150
PROPOSED DENSITY	2.98 UNITS/ACRE
MIN. LOT SIZE	6,250 SQ. FT.
MINIMUM LOT WIDTH	50 FT.
MINIMUM LOT DEPTH	125 FT.
MIN. HEATED FLOOR AREA	2,000 SQ. FT. (1-STORY) 2,200 SQ. FT. (2-STORY)
FRONT SETBACK	20 FT. FROM R/W
SIDE SETBACK	5 FT.
REAR SETBACK	20 FT.
EXTERIOR BUFFER	50 FT.
MINIMUM OPEN SPACE	33.5% (17 ACRES)
AMENITIES	POOL, CABANA, PLAYGROUND, MAIL KIOSK

A traffic study prepared by Marc R. Acampora, PE, LLC and dated February 11, 2022 studied the intersections of Union Church Road at Winder Highway/SR 53, Union Church Road at Union Circle, and Union Church Road at Old Winder Highway/SR 211. In addition to the intersection counts, a 24-hour bi-directional count was collected on Union Church Road along the subject property frontage. All counts were collected on Tuesday, February 1, 2022. Area schools were in session on the day on which the counts were recorded.

The following are the findings and recommendations of this study:

1. The existing analysis reveals overall generally acceptable traffic operations, but one location that operates unacceptably. At Union Church Road at Union Circle, the eastbound stop sign

controlled approach incurs high delays in the a.m. peak. The volumes at this intersection call for the addition of a northbound left turn lane and an eastbound right turn lane or a change in control to a roundabout or a signal. This intersection is a good candidate for a roundabout and a single-lane roundabout would allow the intersection and all approaches to operate at LOS A. The identified lanes or change in control are system improvements that are needed whether or not the proposed subdivision is developed.

2. Traffic volume growth trends in this area have been generally positive and moderate and this is expected to continue into the future. A five year build-out horizon to 2027 was chosen for construction and sales of the homes. Market conditions will dictate this timeline.
3. No-build operations at the study intersections will be comparable to the existing, with the same one failing location. A roundabout at the Union Church Road / Union Circle intersection would allow the intersection and all approaches to operate at LOS A with no-build volumes.
4. The proposed subdivision will generate 108 new trips in the a.m. peak hour, 145 new trips in the p.m. peak hour, and 1,465 new 24-hour weekday trips.
5. The future condition will see operations comparable to the no-build condition. The recommendations identified for the existing and no-build conditions will continue to be appropriate in the future build condition. No offsite mitigation is necessitated by this project.
6. Hall County Code requires a northbound right turn lane and southbound left turn lane on Union Church Road at each project access.
7. It is recommended that one entering and one exiting lane be provided in both accesses. The exiting approaches should be controlled by side street stop sign and accompanying stop bar.
8. The project civil engineer should comply with applicable access design standards including sight distances, turn lane storage and taper lengths, turn radii, roadway widths, and grades.

History and Existing Land Uses

The subject property is 50.75± acre in size and zoned Agricultural-Residential-III (AR-III). The property is undeveloped. The majority of the property is wooded, and two streams are located on the southern portion of the site.

Surrounding properties to the north and south are zoned AR-III and are developed with low-density residential or agricultural uses. To the west across Union Church Road is Steeple Chase Estates, zoned PRD, and to the east is undeveloped agricultural land, zoned AR-III.

A heated floor analysis of the area surrounding the subject property provided the following information:

<i>Property</i>	<i>Heated Area (square feet)</i>	<i>Average Lot Size (acre)</i>
Proposed Development	2,000	0.14
500 foot radius	1,823	2.73
0.5 mile radius	2,087	2.655
1 mile radius	2,322	2.41
2 mile radius	2,025	1.55

Comprehensive Plan Land Use Designation

The subject area falls within the “Residential” future land use designation. Residential areas are characterized by moderate-density residential development and neighborhoods. Street networks are defined by curvilinear streets and green space is largely provided on individual lots but neighborhood open space and/or park amenities may also be provided. Pedestrian connectivity is moderate, where sidewalks may be internal to a neighborhood, but may not currently connect nearby parks and schools.

Future development is intended to be detached, single-family homes at moderate densities (2 dwellings per acre), with opportunities for variations in housing size and types through the Planned Development District zoning classification. New development should provide opportunities for open space/greenspace, including shared areas for the benefit of residents and ample tree cover.

The proposed density of the new development is 2.98 units per acre.

The request is inconsistent with the Comprehensive Plan.

Development Support and Constraints

Hall County Environmental Health

In an email dated April 7, 2022 Emily McGahee states “No Comment. Public sewer.”

Hall County Fire Services

The subject parcel is located approximately 2.2 miles from Hall County Fire Station 12, located at 4890 Winder Highway. There is a fire hydrant located in front of the property along Union Church Road.

Hall County Public Works and Utilities

In a memorandum dated April 14, 2022, Bill Nash, Interim Director of Public Works and Utilities, stated the following:

Engineering:

- The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
- Mail kiosk must meet Hall County standards.
- No parking allowed in right-of-way.
- Applicant is required to perform a historic and cultural evaluation before approval.

Traffic:

- Traffic impact study required prior to consideration (County Code 17.380.050 paragraph 4) additional comments/ recommendations may be necessary based on the study.
- Left and right (decel) turn lanes will be required (County Code 16.60.290).
- Recommend any proposed/required secondary access be gated, emergency access only.
- Proposed northern access does not appear to meet spacing requirements with Steeple Chase Lane, location may need to be modified.

Utilities:

All proposed developments requiring sanitary sewer shall be required to produce a preliminary

layout and description of the proposed sanitary sewer provisions in order to connect to the existing Hall County sanitary sewer system. All provisions for sanitary sewer construction must be approved by the Director of Public Works prior to submitting for a land disturbance permit to rezoning.

Hall County Tax Assessors

No comment provided.

Gainesville Water Resources

A letter from the City of Gainesville Water Resources confirms the availability of water service to the property with capacity to serve the 150 proposed lots. The confirmation of water availability is good for one year.

Georgia Department of Transportation

In an email dated April 13, 2022 Parker Niebauer, D1TO Traffic Operations Supervisor, provided the following comment: "Request trip gen, request counts for SR 53 @ Union Church Rd."

Zoning Analysis

- The proposed density of the development is 2.98 units per acre. The recommended density is 2 units per acre for property served by public sewer systems within a Planned Residential Development zoning district.
- A PRD allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and encourages maximum use of natural features, through proper site planning measures. The development should conform to the existing character and development pattern of the surrounding area.
 - §17.180.060.B.2.a – *Lot area*. Minimum lot area standards of 8,000 square feet for lots served by sanitary sewer.
 - The request **does not meet** the minimum lot area standards. The applicant is proposing a minimum lot size of 6,250 square feet.
 - §17.180.060.B.2.b - *Lot width*. Minimum lot width of 50 feet for detached single-family residences.
 - The request **meets** the minimum width standards.
 - §17.180.060.B.2.c – *Setbacks* The PRD district requires the following standards for detached single-family residences:
 - Minimum front yard setback from the property line of 25 feet
 - The applicant is proposing a 20 foot front yard setback, which **does not meet** the standard.
 - Minimum side yard setback from the property line of 5 feet
 - The applicant is proposing a 5 foot side setback, which **meets** the standard.
 - Minimum rear yard setback from the property line of 20 feet
 - The applicant is proposing a 20 foot rear yard setback, which **meets** the standard.
 - §17.180.060.B.5 – *Buffers*: A minimum 50 foot planted buffer shall be established along the perimeter of all property boundaries adjacent to residential and/or non-residential

- zoning districts to ensure that the planned residential development is appropriately screened.
- The applicant is proposing a 50 foot landscape buffer along the exterior boundaries; this **meets** the standard.
 - §17.180.060.B.6 *Landscape requirements* requires that all requirements §17.280, Tree Protection, shall be met, and in addition, a minimum of 2 trees per lot shall be provided or preserved in the front, side, or rear yard. Trees that are provided or preserved to meet the two trees per lot may not be counted toward the overall development's tree density unit requirements.
 - The applicant has include any information related to street trees. It **cannot be determined** if the standard is met.
 - §17.180.060.B.7.b requires that all PRDs construct sidewalks on both sides of the streets that are a minimum of five feet wide.
 - The applicant has include any information sidewalks. It **cannot be determined** if the standard is met.
 - §17.180.060.B.8 requires that there shall be a minimum of at least thirty percent (30%) of the gross tract area provided in open space.
 - The applicant is proposing a minimum of 33.5% open space to remain within the development; this **meets** the standard.
 - §17.180.060.B.9.a provides architectural standards for all planned residential developments. Alternatively, detailed architectural design guidelines and standards can be submitted by the applicant to include garage types and placement, elevations of all sides, building materials, etc. All facades of all residences, including single-family, two-family, and/or multi-family, and any non-residential buildings shall be finished with brick, stone, stucco, wood siding, wood shakes, or fiber cement type siding. The front facades shall incorporate changes in building material, texture, and/or color. Vinyl siding on all residential and non-residential buildings shall be prohibited.
 - The applicant has not included any information related to the architectural standards for the development. It **cannot be determined** if the standard is met.
 - §17.180.060.B.9.b.i Garage doors shall be oriented towards the street. Garage doors shall be positioned between five and 20 feet behind the front wall plane of the residence, extending no more than 40 percent of the width of the residence.
 - The application does not indicate the orientation of garage doors in relation to the front wall plane of the residence or the percentage the garage would comprise of the front façade width of the residence. It **cannot be determined** if the standard.
 - §17.180.060.B.11 relates to the United States Postal Service (USPS) policy that all new subdivisions and new phases of existing subdivisions are required to provide *Cluster mailbox unit (CBU)* for regular mail service delivery. A CBU is a structure or shelter housing multiple mailbox units to serve each residential dwelling of the development for the express purpose of regular mail delivery provided by the USPS.
 - The application includes a mail kiosk within the proposed development; this **meets** the standard.
 - §17.380.050 requires any application proposing the development of 100 or more residential dwelling units to submit a traffic impact study as part of an application.
 - A traffic study was submitted with the application; this **meets** the standard.

Staff Recommendation

Staff recommends **denial** of the request but if the board see fit to recommend approval of the application, staff recommends the following conditions:

4. The development shall generally occur as depicted on the site plan and described in the project narrative, modified for compliance with Hall County regulations, including §17.180.060 Planned Residential Development (PRD) standards. Any deviations found within the narrative or site plan are not approved.
5. There shall be no more than 100 total units in the development, equaling a density of 1.97 units per acre.
6. The recommendations found within the traffic study shall be implemented as part of the development at the expense of the developer.

Excerpts from the minutes of the May 2, 2022 meeting

Applicant's Presentation:

David Webb, Principal Planner, presented a summary of the request.

Keith Bulouse, 4705 Hamilton Mill, Buford, presented the request. The applicant stated there is a high demand for housing. The applicant stated that they are willing to abide by conditions.

Public Forum:

Linda Mixon, 4853 Windwalker Drive, Flowery Branch, spoke in opposition. Concerns were congestion, home value, traffic, infrastructure, and environmental impact.

Jennifer Pulliam, 4620 Steeplechase Lane, Flowery Branch, spoke in opposition. Concerns were traffic and congestion.

Shaun Crane, 5018 Union Church Road, Flowery Branch, spoke in opposition. Concerns were site plans.

Planning Commission Comments:

Mr. Braswell questioned what the starting price for the homes will be. The applicant stated it would start at the low \$300's. Mr. Bell questioned if the homes were for rent or for sale. The applicant stated they were for sale. Mr. Braswell questioned if the development would use sewer. The applicant stated they would use sewer. Mr. Varner stated that there has been so much development on Union Church Road that it is too early to see if having over 100 units on the land would work for the area.

Motion: A motion to approve, with conditions was made by Mr. Bell and seconded by Ms. Pilcher. Vote: 5-0

Conditions:

1. *The development shall generally occur as depicted on the site plan and described in the project narrative, modified for compliance with Hall County regulations, including §17.180.060 Planned Residential Development (PRD) standards. Any deviations found within the narrative or site plan are not approved.*

2. *There shall be no more than 100 total units in the development, equaling a density of 1.97 units per acre.*
3. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:


“Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices.”

ZONING APPLICATION

Applicant (Name & Mailing Address) <u>Ridgeline Land Planning, Inc.</u> <u>196 Belaire Court</u> <u>Winder, GA 30680</u> Phone <u>678-618-2037</u> Email Address <u>holt@ridgelineplanning.com</u> Proposed Use <u>Singe family detached subdivision</u>	Property Owner (Name & Mailing Address) <u>Chestnut Mountain LTD, LLC</u> <u>PO Box 7130</u> <u>Chestnut Mountain, GA 30502</u> Phone <u>770-616-0240</u> Email Address _____
---	---

Contact Person (Name & Mailing Address) <u>Holt Persinger</u> <u>196 Belaire Court</u> <u>Winder, GA 30680</u> Phone <u>678-618-2037</u> Email Address <u>holt@ridgelineplanning.com</u> Tax Parcel Number <u>15043 000001</u> Location Address <u>4670 Union Church Rd. Flowery Branch, GA 30542</u>	Status of Applicant <input type="checkbox"/> Owner <input type="checkbox"/> Option to Purchase <input type="checkbox"/> Area Resident <input checked="" type="checkbox"/> Other	Requested Action Existing Zoning: <u>AR-III</u> Rezone to: <u>PRD</u> Fee: \$ <u>1,500</u> Receipt #: <u>858950</u> Check #: <u>Card</u> Acreage <u>50.75</u>
---	--	--

I hereby certify that the above information and all attached information are true and correct.

Sign  Date: 1/20/2022

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: 01/25/2022 Taken by: Michelle
 Tentative Planning Commission Date: 03/21/2022 Tentative County Commission Date: 04/28/2022
 County Commission District: 1

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) CHESTNUT MOUNTAIN LTD., LLC

Address P.O. BOX 7130

CHESTNUT MTN. GA. 30504

Phone Number 770.616.0240

Name of applicant(s) Ridgeline Land Planning, Inc.

Address 196 Belaire Court

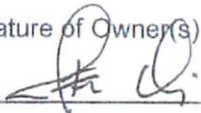
Winder, GA 30680

Phone Number 678-618-2037

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)



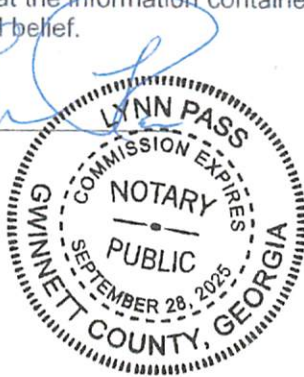
JONATHAN OLIVER

Personally appeared before me

Jonathan Oliver

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public



Date

01-18-2022

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.


****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature:  _____

Date: 1/20/2022

Applicant's/Owner's Name (Printed): Holt Persinger



January 29, 2022

Hall County Planning and Development
2875 Browns Bridge Road
3rd Floor
Gainesville, GA 30504

RE: Rezoning request of 4670 Union Church Rd. Flowery Branch, GA 30542
Tax parcel #: 15043 000001

To Whom It May Concern:

Ridgeline Land Planning, Inc. is requesting to rezone 50.2364 acres located at 4670 Union Church Rd from AR-III to PRD. The proposed rezoning is to allow development of a Residential single-family community. The Hall County Future Development Map designates this area for future residential growth. The community will consist of 150 homes at a density of 2.98 units per acre, and over 30% open space. The proposed community is bordered to the North, East, and South by AR-III zoned property. To the west there are AR-III and PRD zoned properties. The proposed community will provide a 50-foot exterior buffer as required by Hall County PRD ordinance to protect adjacent properties. This request is proposing a lot dimension of 50' x 125' with 20' front setbacks, 20' rear setbacks, and 5' side setbacks. The applicant is proposing a minimum heated floor area of 2,000 square feet for single story homes and 2,200 square feet for two story homes. An amenity area consisting of a Cabana, pool, playground, and a mail kiosk is proposed near the northern entrance. Monument style entrance signage will be provided at entrances to the community with appropriate landscaping. Sewer service to the project will be provided by Hall County and public water service will be provided by The City of Gainesville.

Constitutional Objections

Facially and as applied to the Property, the specific portions of the Hall County Comprehensive Plan and zoning ordinance which restrict the Property to any zoning classification, conditions, uses, or to any development other than those proposed by the Applicant are unconstitutional because they would abolish or damage the Applicant's property rights without paying adequate, fair, and just compensation for such rights, in violation of the

Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the United States Constitution.

Facially and as applied to the Property, the application of Hall County ordinances or Comprehensive Plan which restrict the Property to any zoning classification, conditions, uses, or to any development other than that proposed by the Applicant is unconstitutional, illegal, null, and void, constituting a taking and/or damaging of Applicant's Property by denying the Applicant all economically viable use of its land while not substantially advancing legitimate state interests in violation of the United States Constitution's Just Compensation Clause of the Fifth Amendment and the Equal Protection and Due Process Clauses of the Fourteenth Amendment and the Constitution of the State of Georgia of 1983.

The denial of this application would be an arbitrary and capricious act by Hall County without any rational basis, thus constituting an abuse of discretion in violation of the Constitution of the State of Georgia of 1983 and Due Process Clauses of the Fourteenth Amendment to the United States Constitution.

A refusal by Hall County to approve this application for the Property would be unconstitutional and discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated property in violation of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution.

The applicant and stakeholders respectfully request approval of this application and welcome the opportunity to meet with Hall County Planning and Development staff, Planning Commission, and Board of Commissioners to discuss any questions or concerns regarding the application.

Sincerely,
Ridgeline Land Planning, Inc.

Holt Persinger, RLA

CITY OF
GAINESVILLE

WATER RESOURCES

January 24, 2022

Primus Engineering, Inc.
Attn: Byron Arceneaux, P.E.
3010 Hamilton Mill Road
Buford, GA 30519

Re: Water Availability
Proposed Single-Family Development
PINs: 15043 000001

Dear Mr. Arceneaux,

The purpose of this letter is to confirm the availability of water service to the above referenced property.

The City of Gainesville owns and operates an existing 6-inch water main in the right-of-way of Union Church Road.

Currently, the City has adequate domestic water capacity to serve your proposed development, which we understand will consist of 152 single-family units.

This confirmation of water availability is good for one year from the date of this letter at which time, it will become null and void unless engineered plans have been submitted for issuance of a development permit.

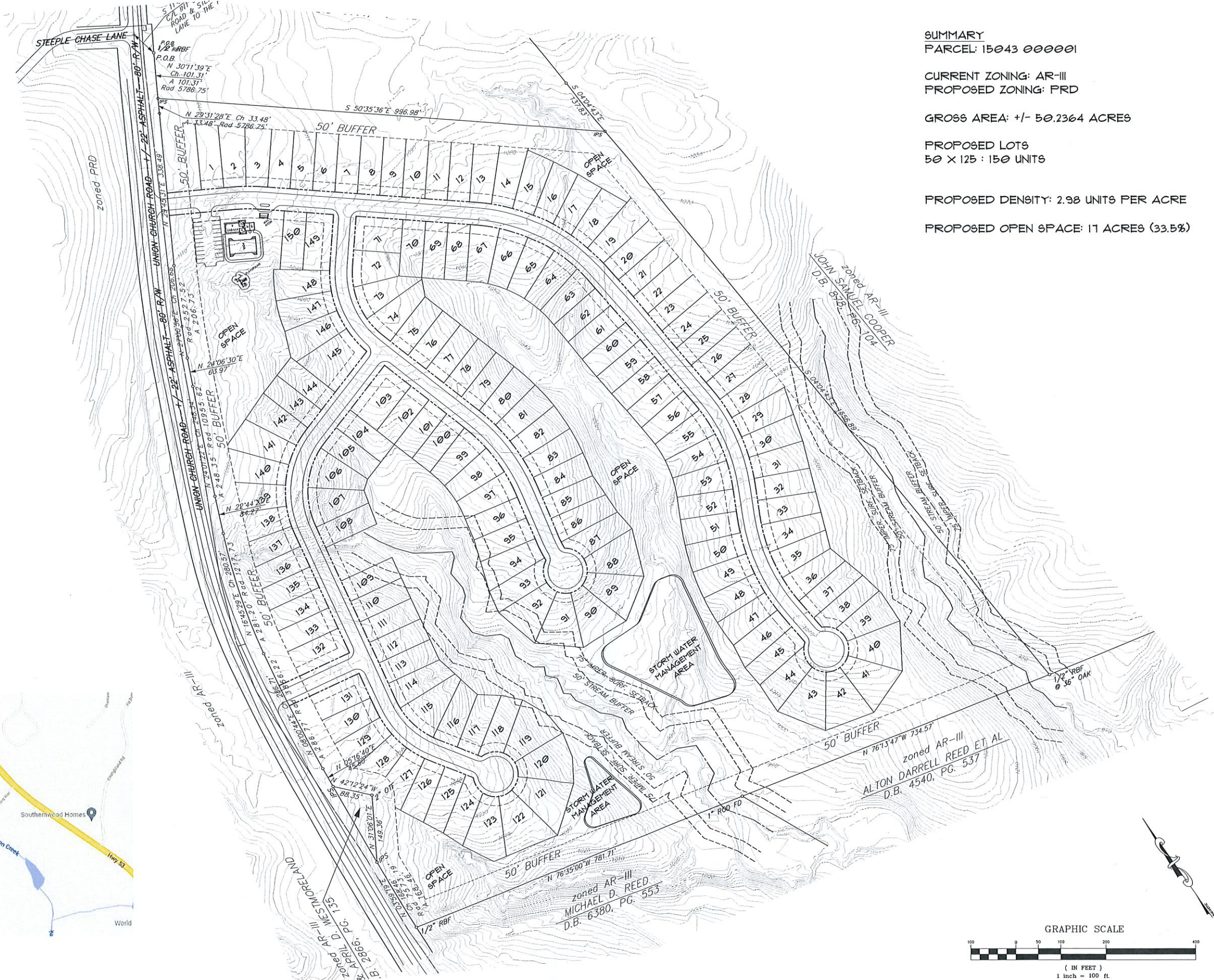
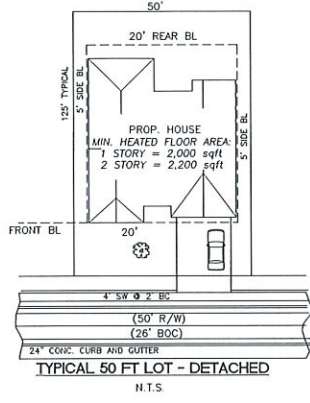
Please call me at (770) 538-2452 should you have any questions.

Sincerely,

Nick Swafford

Nick Swafford
Permitting Services Manager

cc: Don Dye, Assistant Water Resources Director
Myron Bennett, P.E., Engineering and Construction Div. Manager



SUMMARY
 PARCEL: 15043 000001

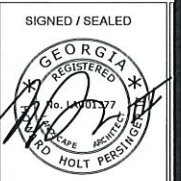
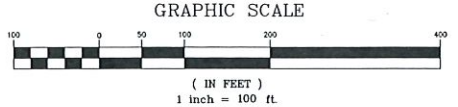
CURRENT ZONING: AR-III
 PROPOSED ZONING: FRD

GROSS AREA: +/- 50.2364 ACRES

PROPOSED LOTS
 50 X 125 : 150 UNITS

PROPOSED DENSITY: 2.98 UNITS PER ACRE

PROPOSED OPEN SPACE: 11 ACRES (33.5%)



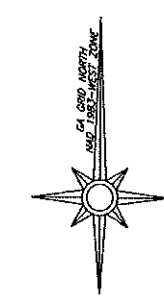
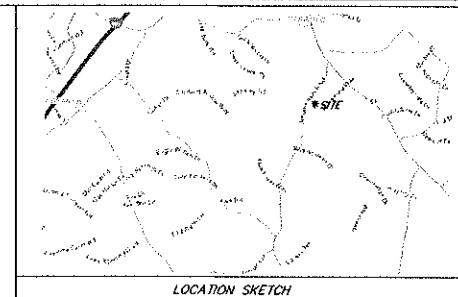
GSWCC CERTIFICATION
 NO. 0000035391
 PREPARED FOR

UNION CHURCH ROAD
 GMD # 392
 TAX PARCEL: 15043 000001
 HALL COUNTY, GEORGIA

RIDGELINE
 LAND PLANNING, INC.
 196 BELLAIRE COURT WINDER, GA 30680
 PH: 678-618-2037
 HOL: @RIDGELINEPLANNING.COM

ZONING PLAN
 SHEET TITLE

NO	REVISION	SCALE	NA
1	ADD AMBURY AREA		
DATE	1/15/2022		
DESIGNED BY:	HHP	SCALE	1
DRAWN BY:	HHP		
CHECKED BY:	HHP	SHEET	
DATE:	1/15/2022	JOB NO.:	



ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK. (HALL COUNTY CODE § 170.070)

IF THE PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE 17.225.040)

THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #13135C03116, HALL COUNTY GEORGIA, DATED 09/29/2006.

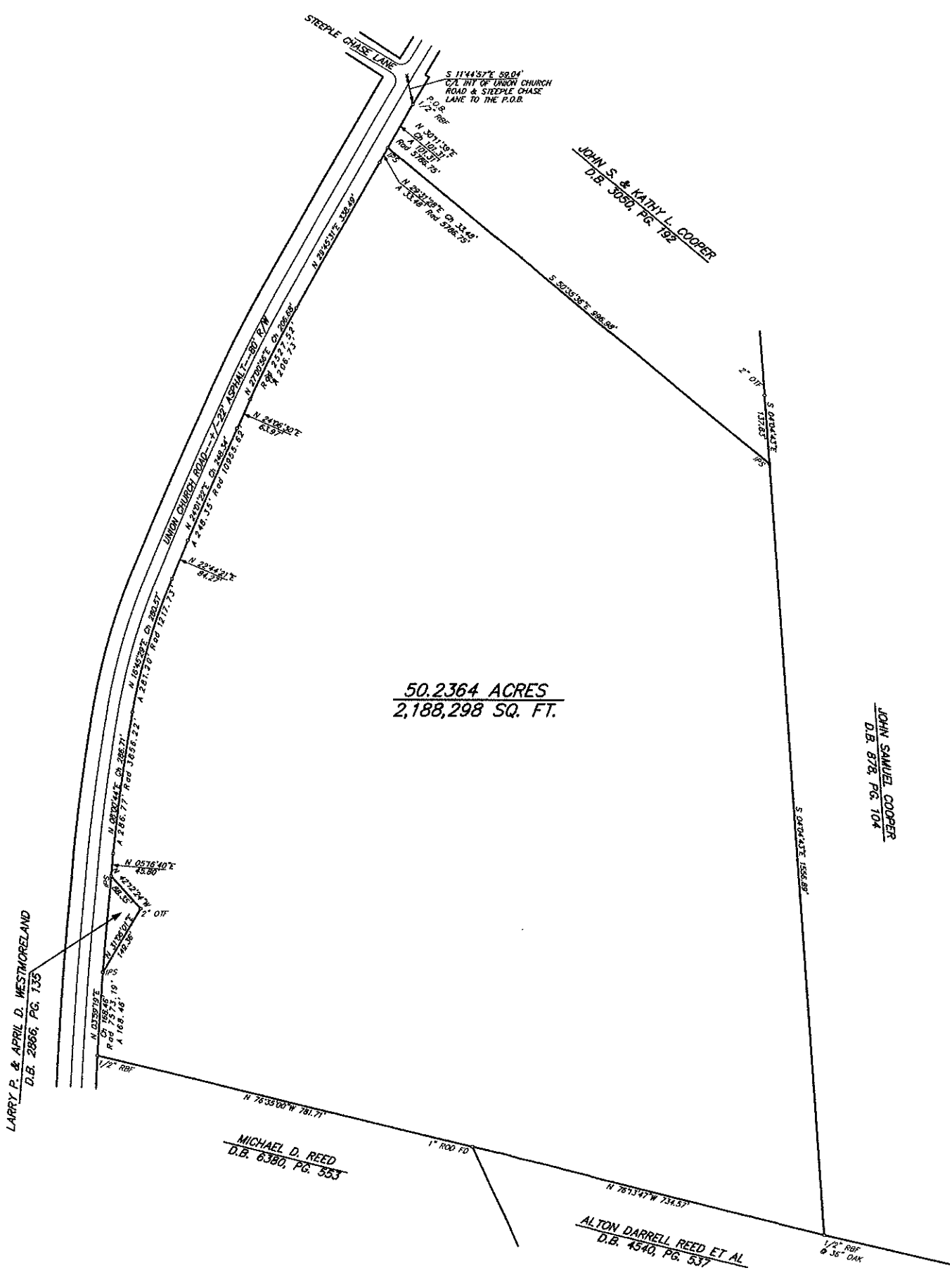
THIS PROPERTY IS NOT LOCATED IN THE HALL COUNTY FUTURE FLOOD ZONE PER HALL COUNTY GIS.

It is hereby certified that this plat is true and correct as to the property lines and all improvements shown thereon, and was prepared from an actual survey of the property made by me or under my supervision, that all monuments shown hereon actually exist, and their location, size, type and material are correctly shown. The field data upon which this plat is based has a closure precision of one foot in 18,321 feet and an angular error of 3 seconds per angle point, and was adjusted using the Compass rule. This plat has been calculated for closure and is found to be accurate within one foot in 129,387 feet, and contains a total of 52.4352 acres. The equipment used to obtain the linear and angular measurements herein was Carlson CR2 Robotic Total Station.

By: Calvin A. Kytle
 REGISTERED GEORGIA LAND SURVEYOR
 GA. LS 002244 DATE OF EXPIRATION: December 31, 2018

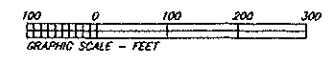
As required by subsection(d) of O.C.G.A. Section 15-6-67, this plat has been prepared by a land surveyor and approved by all applicable local jurisdictions for recording as evidenced by approval certificates, signatures, stamps, or statements hereon. Such approvals or affirmations should be confirmed with the appropriate governmental bodies by any purchaser or user of this plat as to intended use of any parcel. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

Calvin A. Kytle, Ga. LS8002244

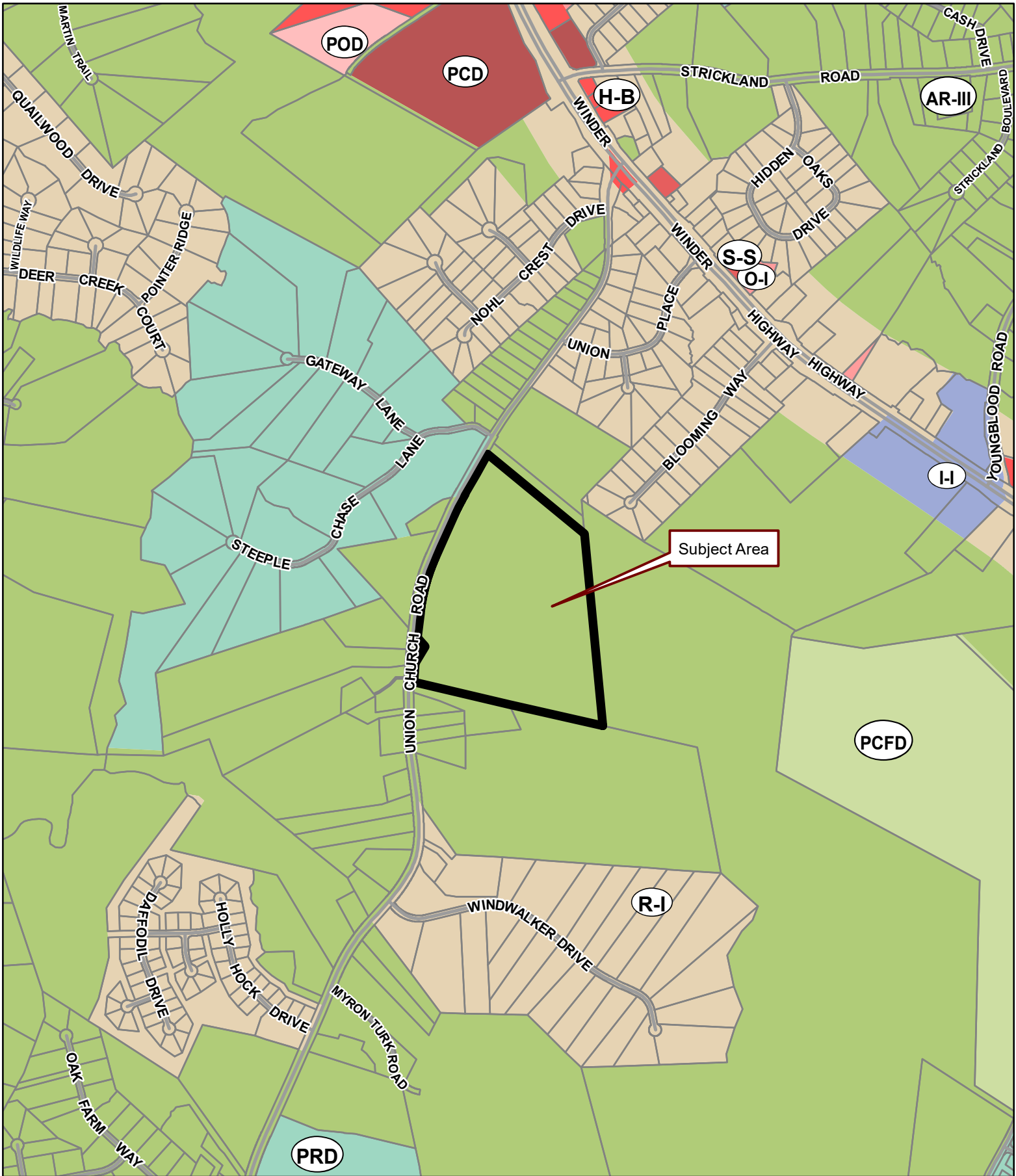


- LEGEND
- CB CATCH BASIN
 - C/L CENTERLINE
 - CMP CONCRETE MONUMENT FOUND
 - CMP CORRUGATED METAL PIPE
 - CO CLEANOUT
 - CIF CRIMPED TOP PIPE FOUND
 - DI DROP INLET
 - DIP DUCTILE IRON PIPE
 - DWCB DOUBLE WING CATCH BASIN
 - E BURIED ELECTRIC LINE
 - FENCE
 - G/FH FIRE HYDRANT
 - G BURIED GAS LINE
 - GAH GAS METER
 - GVG GATE VALVE
 - HG HANDICAP SPACE
 - HW HEADWALL
 - IPF IRON PIPE FOUND
 - IPS 1/2" REBAR SET
 - JB JUNCTION BOX
 - LP LIGHT POLE
 - LL LAND LOT
 - OCS OUTLET CONTROL STRUCTURE
 - P OVERHEAD POWER LINE
 - P.O.B. POINT OF BEGINNING
 - PP POWER POLE
 - PVC POLYVINYL CHLORIDE PIPE
 - RBS REBAR SET
 - RBF REBAR FOUND
 - RCP CONCRETE PIPE
 - R/W RIGHT-OF-WAY
 - SD STORM DRAIN
 - SS SANITARY SEWER
 - SS MH SANITARY SEWER MANHOLE
 - SWCB SINGLE WING CATCH BASIN
 - T OVERHEAD TELEPHONE LINE
 - TP TELEPHONE POLE
 - TBX TELEPHONE BOX
 - UIGT BURIED TELEPHONE LINE
 - W WATER LINE
 - WI WATER INLET
 - WM WATER METER
 - WV WATER VALVE

PREPARED BY:
 KYTLE ENGINEERING &
 LAND SURVEYING LLC
 5367 HIGHWAY 52
 P.O. BOX 402
 GILLSVILLE, GEORGIA 30543
 PHONE: (404) 317-1544



**SURVEY FOR
 TOM OLIVER
 LOCATED IN GMD#392
 HALL COUNTY, GEORGIA
 PLAT COMPLETED 4/5/2018
 FIELD WORK COMPLETED 3/30/2018
 PLAT REVISED 1/19/2022
 SCALE 1"=100'**



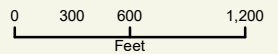
Applicant: RIDGELINE LAND PLANNING, INC.

Tax Parcel #: 15043 000001

Location: 4670 UNION CHURCH ROAD, FLOWERY BRANCH, GA 30542

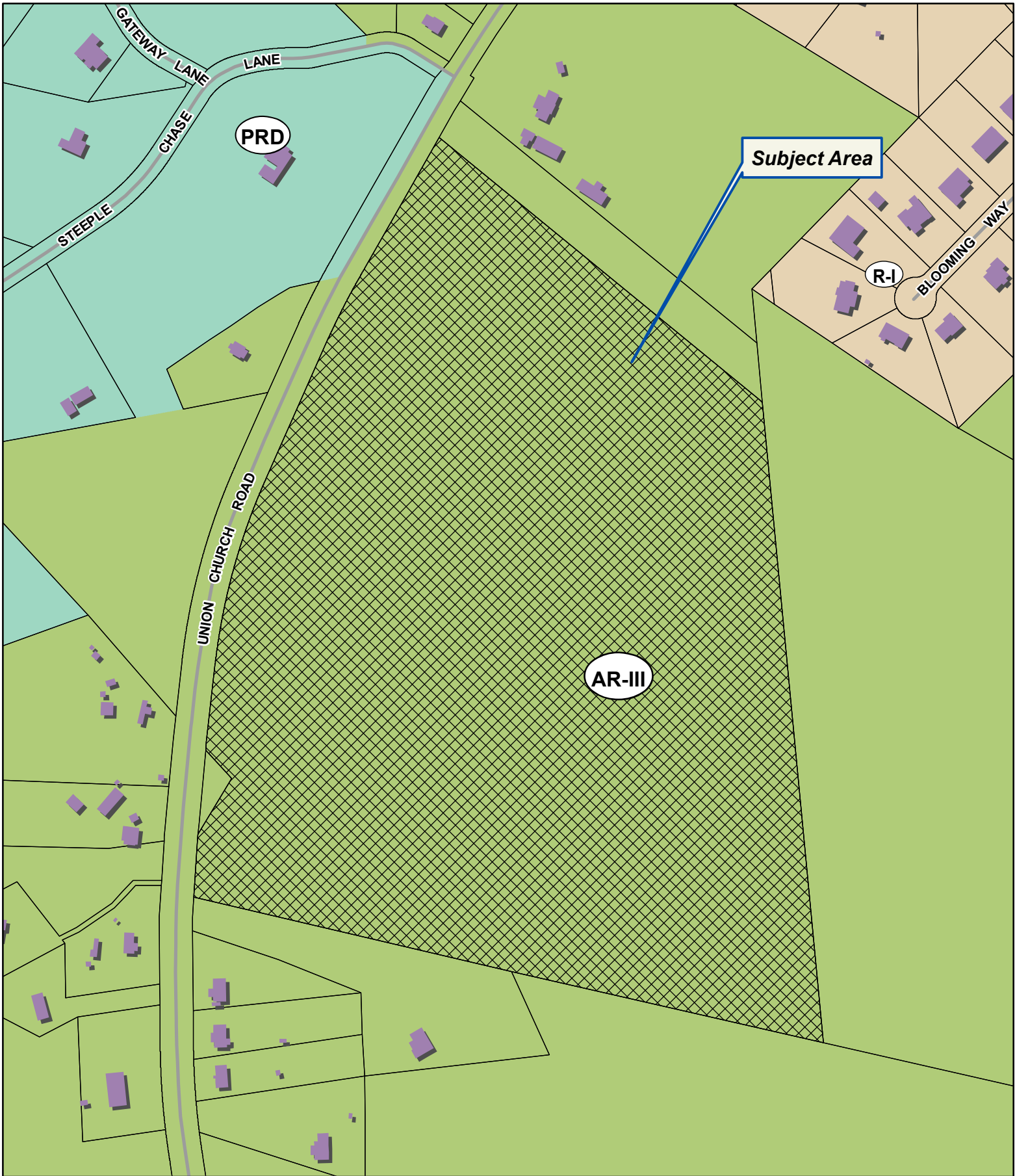
Commission District 1

PC Mtg. Date: 05/02/2022



- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area
- ▭ Structure





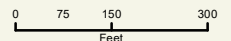
Applicant: RIDGELINE LAND PLANNING, INC.

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Commission District 1

PC Mtg. Date: 05/02/2022



- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- ▭ Structure





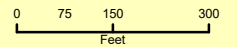
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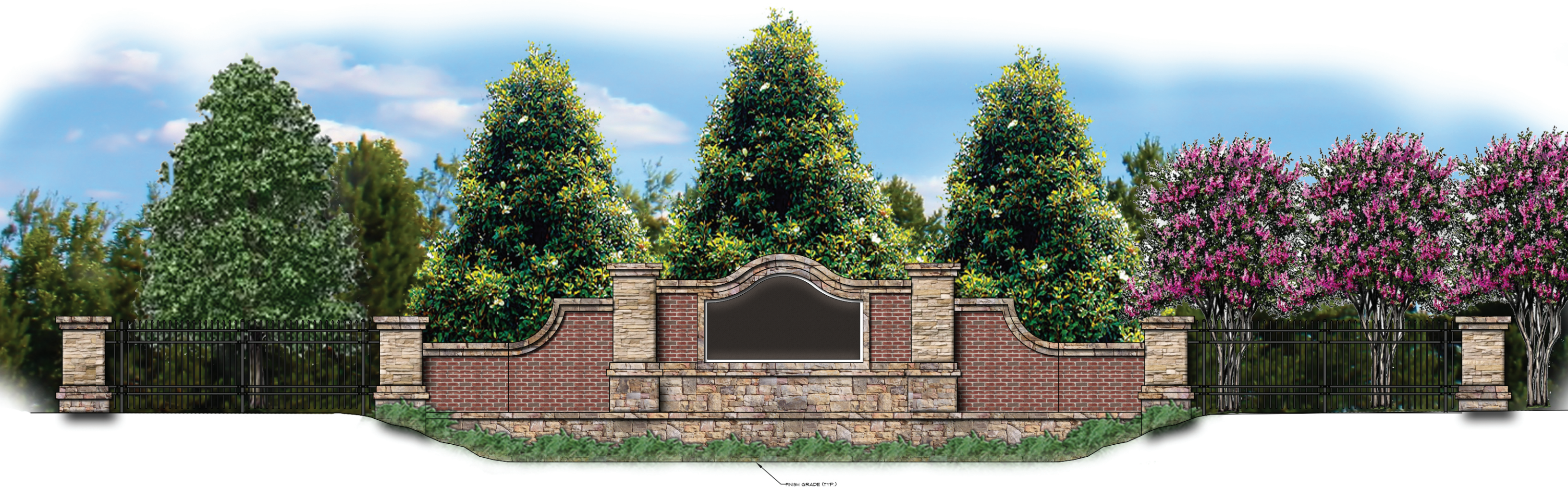
Commission District 1

PC Mtg. Date: 05/02/2022



- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area





ENTRANCE MONUMENT CONCEPT

**RIDGELINE**
LAND PLANNING, INC.
196 BELAIRE COURT WINDER, GA 30680
PH: 678-618-2037
HOLT@RIDGELINEPLANNING.COM



Anael Dominguez (Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, April 7, 2022 1:37 PM
To: Srikanth Yamala (Public Works); Anael Dominguez (Planning); Kevin McOmber (Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 5.2.22

Please find Environmental Health comments below:

Item 1, 3621 Reece Circle, Whitlow: Must meet all Environmental Health residential septic system permitting requirements.

Item 2, 286 Crescent Drive, Paul: Must meet all Environmental Health commercial septic system permitting requirements.

Item 3, 4216 Winder Hwy, Stor Floga Winder: No comment. Public sewer.

Item 4, 6451 Snelling Mill Road: A version of the plat contained in the packet has been reviewed by Environmental Health and comments provided to the surveyor under HPZ2022-000417.

Item 5, 4670 Union Church Road, Ridgeline: No comment. Public sewer.

Items 6 & 9, 5501 S. Black Road, Snyder: Must meet all Environmental Health commercial septic system permitting requirements at time of development.

Item 7, 2701 Browns Bridge Road, Rojas: No comment. Public sewer per applicant.

Item 8, 8977 Skitts Mountain Road, Dale: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: existing septic system evaluation, or septic system installation/modification may be required after review of business plan.

Emily McGahee

Hall County Environmental Health
Hall County Government Center – 3rd Floor
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973
(770) 531-6767 (fax)

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<http://www.hallcounty.org/devserv/environmental.asp> (County Website & Forms)

Anael Dominguez (Planning)

From: Niebauer, Parker J <PNiebauer@dot.ga.gov>
Sent: Wednesday, April 13, 2022 8:55 AM
To: Anael Dominguez (Planning); Srikanth Yamala (Public Works)
Cc: Peevy, Jonathan; Dykes, Jason; Chavers, Veronica E
Subject: RE: Tentative Planning Agenda for May 2, 2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see comments in red below

Thank you,

Parker Niebauer

DITO Traffic Operations Supervisor



District 1 Division of Field Services

1475 Jesse Jewell Pkwy

Suite 100

Gainesville, GA, 30501

770.533.8275 office

770.519.3223 cell

From: Anael Dominguez (Planning) <adominguez@hallcounty.org>
Sent: Wednesday, April 6, 2022 12:53 PM
To: Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Bill Nash (Public Works) <bnash@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chris Braswell (Planning) <cbraswell@hallcounty.org>; Christopher Armstrong (Fire Services) <carmstrong@hallcounty.org>; 'Dan Barnes' <Daniel.C.Barnes@usace.army.mil>; Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>; Frank Miller (Engineering) <fmiller@hallcounty.org>; Dykes, Jason <jdykes@dot.ga.gov>; Jason Skarda (Engineering) <jskarda@hallcounty.org>; 'Jeremy Wills' <jeremy.wills@gainesville.org>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Peevy, Jonathan <jpeevy@dot.ga.gov>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Lamar Carver (Building Inspection) <lcarver@hallcounty.org>; 'Matt Cox' <matt.cox@hallco.org>; Mike Little (Parks and Leisure) <mlittle@hallcounty.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; nswofford <nswafford@gainesville.org>; 'Pam Cravero' <pam.cravero@hallco.org>; 'Rich Atkinson' <rich@flowerybranchga.org>; Scott Puckett <spuckett@hallcounty.org>; PlanningDirectorTemp <planningdirectortemp@hallcounty.org>; Srikanth Yamala (Public Works) <syamala@hallcounty.org>; 'Stephen Cain' <troy.s.cain@usace.army.mil>; Steve Watson (Real Property) <rswatson@hallcounty.org>; Tammie Croy (Engineering) <tcroy@hallcounty.org>; Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>; Wanda Moreno (Engineering) <wmoreno@hallcounty.org>; 'Will Schofield' <will.schofield@hallco.org>; Nicole Griffin <nicole.griffin@hallcounty.org>
Subject: RE: Tentative Planning Agenda for May 2, 2022

The application of Dean and Heather Snyder will additionally be heard for a Use Subject to County Commission approval. This will be item #9. Please see link below.

9. [Application of Dean and Heather Snyder for a Use Subject to County Commission approval on a 7.54± acre tract located on the east side of S Black Road at its intersection with Cleveland Highway; a.k.a. 5501 S Black Road; Zoned AR-IV; Tax Parcel 12042 000002. Proposed Use: boat and R-V storage. ** Commission District 3.](#)

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Government
2875 Browns Bridge Road, Gainesville, GA 30504
www.hallcounty.org | 770-531-6810



From: Anael Dominguez (Planning)
Sent: Wednesday, April 6, 2022 11:59 AM
Subject: Tentative Planning Agenda for May 2, 2022

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, May 2, 2022** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, April 14**. Email comments to Srikanth (syamala@hallcounty.org) and Ana (adominguez@hallcounty.org).

Thank you,

CALL TO ORDER

APPROVAL OF MINUTES – April 18, 2022

NEW BUSINESS

1. [Application of Henry Whitlow for a Use Subject to County Commission approval on a 1.01± acre tract on the south side of Reece Circle at its intersection with A L Mangum Road; a.k.a. 3621 Reece Circle; Zoned R-II; Tax Parcel 15014 000056A. Purposed Use: hardship mobile home. ** Commission District 3.](#)
2. [Application of Joanne Paul for a Use Subject to County Commission approval on a .89± acre tract on the east side of Crescent Drive approximately 118 feet from its intersection with East Crescent Drive; a.k.a. 286 Crescent Drive; Zoned R-II; Tax Parcel 15033C000034A. Proposed Use: afterschool day program. ** Commission District 3.](#)
3. [Application of Stor Floga Winder, LLC. d/b/a Highline Storage Partners, LLC. for a Use Subject to County Commission approval on a 3.71± acre tract on the west side of Winder Highway at its intersection with Holcomb](#)

Circle; a.k.a. 4216 Winder Highway; Zoned H-B; Tax Parcel 15044B000011. Proposed Use: self-storage. ** Commission District 1.

The proposed layout does not appear to show any work in the state R/W and access on the local rd is far enough back to satisfy GDOT requirements. If the layout changes, or this assumption is incorrect, GDOT coordination will be required.

4. Application of William and Veronica Nelson for a Use Subject to County Commission approval on a 2.86± acre tract located on Snelling Mill Road at its terminus; a.k.a. 6451 Snelling Mill Road; Zoned V-C; Tax Parcel 08161002002. Proposed Use: two-lot subdivision. ** Commission District 2.

5. Application of Ridgeline Land Planning, Inc. to rezone from Agricultural Residential-III (AR-III) to Planned Residential Development (PRD) on a 50.75± acre tract located on the east side of Union Church Road approximately 166 feet from its intersection with Steeple Chase Lane; a.k.a. 4670 Union Church Road; Zoned AR-III; Tax Parcel 15043 000001. Proposed Use: single family detached subdivision. ** Commission District 1.

Request trip gen, request counts for SR 53 @ Union Church Rd

6. Application of Dean and Heather Snyder to rezone from Agricultural Residential-IV (AR-IV) to Highway Business (H-B) on a 7.54± acre tract located on the east side of S Black Road at its intersection with Cleveland Highway; a.k.a. 5501 S Black Road; Zoned AR-IV; Tax Parcel 12042 000002. Proposed Use: boat and R-V storage. ** Commission District 3.

The proposed layout does not appear to show any work in the state R/W and access on the local rd is far enough back to satisfy GDOT requirements. If the layout changes, or this assumption is incorrect, GDOT coordination will be required.

7. Application of Esteban Mosquera Rojas to rezone from Residential-I (R-I) to Highway Business (H-B) on a .46± acre tract located on the north side of Browns Bridge Road at its intersection with Cherry Lane; a.k.a. 2701 Browns Bridge Road; Zoned R-I; Tax Parcel 08015 005022. Proposed Use: office building. ** Commission District 4.

GDOT Coordination Required

8. Application of Helena Dale to rezone from Agricultural Residential-IV (AR-IV) to Suburban Shopping (S-S) on a 28.27± acre tract located on the north side of Skitts Mountain Road approximately 832 feet from its intersection with Skitts Mountain Drive; a.k.a. 8977 Skitts Mountain Road; Zoned AR-IV; Tax Parcel 12132 000022. Proposed Use: open air market. ** Commission District 3.

9. Application of Dean and Heather Snyder for a Use Subject to County Commission approval on a 7.54± acre tract located on the east side of S Black Road at its intersection with Cleveland Highway; a.k.a. 5501 S Black Road; Zoned AR-IV; Tax Parcel 12042 000002. Proposed Use: boat and R-V storage. ** Commission District 3.

See #6 above

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, June 9, 2022** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, June 9, 2022. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Ana Dominguez
Planning Commission Clerk
Hall County Government

2875 Browns Bridge Road, Gainesville, GA 30504

www.hallcounty.org | 770-531-6810



Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.



Hall County Government

PUBLIC WORKS AND UTILITIES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

INTERIM DIRECTOR
Bill Nash, P.E.

To: Srikanth Yamala, Interim Director of Planning and Zoning
From: Bill Nash, P.E., Interim Director of Public Works and Utilities
Date: April 14, 2022
Subject: May 2, 2022 Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 2, 2022 meeting. Upon review, we provide the following comments:

1. [Application of Henry Whitlow for a Use Subject to County Commission approval on a 1.01± acre tract on the south side of Reece Circle at its intersection with A L Mangum Road; a.k.a. 3621 Reece Circle; Zoned R-II; Tac Parcel 15014 000056A. Purposed Use: hardship mobile home. ** Commission District 3.](#)

- a) **Engineering:** No comments
- b) **Traffic:** No comments
- c) **Utilities:** No comments

2. [Application of Joanne Paul for a Use Subject to County Commission approval on a .89± acre tract on the east side of Crescent Drive approximately 118 feet from its intersection with East Crescent Drive; a.k.a. 286 Crescent Drive; Zoned R-II; Tax Parcel 15033C000034A. Proposed Use: afterschool day program. ** Commission District 3.](#)

- a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- b) **Traffic:** No comments
- c) **Utilities:** No comments

3. [Application of Stor Floga Winder, LLC. d/b/a Highline Storage Partners, LLC. for a Use Subject to County Commission approval on a 3.71± acre tract on the west side of Winder Highway at its intersection with Holcomb Circle; a.k.a. 4216 Winder Highway; Zoned H-B; Tax Parcel 15044B000011. Proposed Use: self-storage. ** Commission District 1.](#)

- a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Public right-of-way along Northwestern boundary will need to be abandoned.
- b) **Traffic:** Access proposed off a private road.
Property has a parcel tag from 2007 regarding a road determination.
- c) **Utilities:** Sanitary sewer by others.



Hall County Government

PUBLIC WORKS AND UTILITIES

4.. [Application of William and Veronica Nelson for a Use Subject to County Commission approval on a 2.86± acre tract located on Snelling Mill Road at its terminus; a.k.a. 6451 Snelling Mill Road; Zoned V-C; Tax Parcel 08161 002002. Proposed Use: two-lot subdivision. ** Commission District 2.](#)

- a) **Engineering:** Show County studied flood zone. Must have easement for driveway encroachment.
- b) **Traffic:** Existing driveway will encroach on proposed new parcel, unsure if applicant intends to utilize as a common driveway. Access easement will be necessary.
- c) **Utilities:** No comments.

5. [Application of Ridgeline Land Planning, Inc. to rezone from Agricultural Residential-III \(AR-III\) to Planned Residential Development \(PRD\) on a 50.75± acre tract located on the east side of Union Church Road approximately 166 feet from its intersection with Steeple Chase Lane; a.k.a. 4670 Union Church Road; Zoned AR-III; Tax Parcel 15043 000001. Proposed Use: single family detached subdivision. ** Commission District 1.](#)

- a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
Mail kiosk must meet Hall County standards.
No parking allowed in right-of-way.
Applicant is required to perform a historic and cultural evaluation before approval.
- b) **Traffic:** Traffic impact study required prior to consideration (County Code 17.380.050 paragraph 4) additional comments/ recommendations may be necessary based on the study.
Left and right (decel) turn lanes will be required (County Code 16.60.290).
Recommend any proposed/required secondary access be gated, emergency access only.
Proposed northern access does not appear to meet spacing requirements with Steeple Chase Lane, location may need to be modified.
- c) **Utilities:** All proposed developments requiring sanitary sewer shall be required to produce a preliminary layout and description of the proposed sanitary sewer provisions in order to connect to the existing Hall County sanitary sewer system. All provisions for sanitary sewer construction must be approved by the Director of Public Works prior to submitting for a land disturbance permit.



Hall County Government

PUBLIC WORKS AND UTILITIES

6. [Application of Dean and Heather Snyder to rezone from Agricultural Residential-IV \(AR-IV\) to Highway Business \(H-B\) on a 7.54± acre tract located on the east side of S Black Road at its intersection with Cleveland Highway; a.k.a. 5501 S Black Road; Zoned AR-IV; Tax Parcel 12042 000002. Proposed Use: boat and R-V storage. ** Commission District 3.](#)

- a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation not centerline of stream, show flood.
- b) **Traffic:** Recommend access be on Cleveland Hwy (SR11/US129). If access on S. Black Road is considered, the driveway must meet County commercial requirements and applicant should verify that intersection and stopping sight distances can be achieved.
- c) **Utilities:** Septic system/no sewer.

7. [Application of Esteban Mosquera Rojas to rezone from Residential-I \(R-I\) to Highway Business \(H-B\) on a .46± acre tract located on the north side of Browns Bridge Road at its intersection with Cherry Lane; a.k.a. 2701 Browns Bridge Road; Zoned R-I; Tax Parcel 08015 005022. Proposed Use: office building. ** Commission District 4.](#)

- a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- b) **Traffic:** Driveway must meet County commercial standards.
- c) **Utilities:** No comments.

8. [Application of Helena Dale to rezone from Agricultural Residential-IV \(AR-IV\) to Suburban Shopping \(S-S\) on a 28.27± acre tract located on the north side of Skitts Mountain Road approximately 832 feet from its intersection with Skitts Mountain Drive; a.k.a. 8977 Skitts Mountain Road; Zoned AR-IV; Tax Parcel 12132 000022. Proposed Use: open air market. ** Commission District 3.](#)

- a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- b) **Traffic:** Driveway must meet County commercial standards.
- c) **Utilities:** No comments.



Hall County Government

PUBLIC WORKS AND UTILITIES

9. [Application of Dean and Heather Snyder for a Use Subject to County Commission approval on a 7.54± acre tract located on the east side of S Black Road at its intersection with Cleveland Highway; a.k.a. 5501 S Black Road; Zoned AR-IV; Tax Parcel 12042 000002. Proposed Use: boat and R-V storage. ** Commission District 3.](#)

- a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation not centerline of stream, show flood.
- b) **Traffic:** Recommend access be on Cleveland Hwy (SR11/US129). If access on S. Black Road is considered, the driveway must meet County commercial requirements and applicant should verify that intersection and stopping sight distances can be achieved.
- c) **Utilities:** Septic system/no sewer.

June 9, 2022

To: Hall County Commissioners

From: Jennifer Pulliam, 4620 Steeplechase Estates, Flowery Branch, GA

Re: Prospective Ridgeline subdivision - page 1

Re: Traffic safety for residents of Steeplechase Estates -page 2

A major concern of our residents is that their forever homes will be devalued greatly due to the possible building of starter tract housing in such close proximity to Steeplechase Estates. **Furthermore, residents agree that this type of housing is definitely not in keeping with the character of the large lots and established homes in this area.**

At the Planning Commission meeting, the builder's representative was asked by Commissioners if they could possibly build nicer homes that would be more suitable for this area. He responded saying that (and I quote) "the company would could not make enough money if they did that".

When addressing this comment with Steeplechase residents, they responded by stating that "this company would be making money on our backs and devaluing our homes in the process.

Questions neighbors have about Ridgeline's plans:

1. In order for the builder to save money, will all these homes be just alike or similar?
2. Will any of the proposed homes be rentals or rentals to purchase?

Road safety is a very worrisome concern for Steeplechase residents. It is estimated that with four more subdivisions ...Union Grove, the Alpaca farm, Reveille and now this new one up for approval, that there may well be over 2,000 additional drivers daily on Union Church Road, a narrow and winding road with no shoulders. Todd Casper of the Hall County Sheriff's Office states that there have been 24 accidents just between the short span between Cash Road and Union Place Road between 10/16 and 4/22.

As it stands now, to the right of Steeplechase Lane, there is a large hump in the highway that drivers must come over. With very limited sight distance, our residents must always look to the right last and quickly "gun it" to safely enter the road. We are already constantly having to back up to avoid being hit by cars speeding over this hump. Because we have some new and inexperienced drivers in Steeplechase, we are especially anxious about this situation.

With a major increase in traffic projected, residents ask that Commissioners work with the DOT to take steps to make the intersection either a **three way stop, put in speed bumps, or grade down this dangerous hump. Additionally, they request that the **access roads to the proposed subdivision be aligned so that they will not cause additional safety issues.****

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: RIDGELINE LAND PLANNING

REQUEST: REZONE FROM AR-III TO PRD FOR 100-UNIT SINGLE FAMILY DETACHED SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: 3-21-22

AND

COUNTY COMMISSION
Date: 6-22-22

Time: 05:15 PM

Time: 06:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **RIDGELINE LAND PLANNING**

REQUEST: **REZONE FROM AR-III TO PRD FOR
100-UNIT SINGLE FAMILY DETACHED SUBDIVISION**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: **3-21-22**

AND

COUNTY COMMISSION
Date: **6-22-22**

Time: **05:15PM**

Time: **06:00PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: RIDGELINE LAND PLANNING

REQUEST: REZONE FROM AR-III TO PRD FOR
TWO UNIT SINGLE FAMILY DETACHED SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: 3-21-22

AND

COUNTY COMMISSION
Date: 6-22-22
Time: 06:00PM

Time: 05:15PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: RIDGELINE LAND PLANNING

REQUEST: REZONE FROM AR-III TO PRD FOR 100-UNIT SINGLE FAMILY DETACHED SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: 3-21-22

COUNTY COMMISSION

Date: 6-22-22

Time: 05:15 PM

AND

Time: 06:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: RIDGELINE LAND PLANNING

REQUEST: REZONE FROM AR-III TO PRD FOR SINGLE-FAMILY DETACHED SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: 05/02/2022
Time: 05:15 PM

AND

COUNTY COMMISSION
Date: 06/09/2022
Time: 06:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **RIDGELINE LAND PLANNING**

REQUEST: **AMEND CONDITIONS OF A PRD**

PUBLIC HEARINGS WILL BE HELD ON:

PUBLIC HEARING
Date: **03/21/2022**

Time: **5:15 PM**

PLANNING COMMISSION
Date: **04/14/2022**

Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 100 NORTH HIGHWAY 200A, CANNONVILLE, IA

FOR MORE INFORMATION CALL: (779) 531-6009



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 300/2022

SUBJECT: Application of Bark Camp Farm for a Use Subject to County Commission approval on a 30.62± acre tract located on the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Zoned AR-IV; Tax Parcel 12023 000010. Proposed Use: farm-style dog daycare, boarding facility and family/community events. Commission District 3.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: RD

Recommendation:

Approved, with conditions: 1. Development shall be as generally depicted on the proposed plan and narrative as submitted. 2. A variance to the 200 foot setback requirement shall be approved for the existing barn so that it may be utilized as shelter for the dogs in inclement weather. 3. All outdoor runs utilized for the business shall meet the 200 foot setback requirement or a variance shall be obtained. 4. As stated in the applicant's narrative, the following dog breeds are not permitted at their facility, German Shepherds, Pit Bulls, Doberman Pinschers, Rottweilers, and Presa Canaros. 5. The proposed use shall be limited to the submitted narrative and site plan, and shall exclude any and all breeding activities. 6. There shall be a maximum of 50 dogs for the daycare facility and 20 for overnight boarding. 7. Unsupervised outdoor dog activity shall be limited to proposed business hours only, 8:00 am — 6:00 pm daily. Office operation for boarding shall be from 8:00 am — 6:00 pm, Monday — Sunday and Doggy day care shall operate from 8:00 am — 6:00 pm, Monday — Friday. 8. Any change of ownership of the property or substantial change to the proposed conditional use will require a new use permit application to be submitted as this approval is for this applicant only. 9. Any site improvements shall be subject to the Hall County Development Review process and any applicable regulations. 10. All conditions of zoning shall be made a part of any plat created for property. 11. There shall be a right turn only sign placed at the exit of the property. 12. There shall only be one event per quarter, for a total of four per year. 13. The shuttle service shall not operate on Hunter Road 45 minutes before school starts and 45 minutes after school ends.

Purpose of Request:

History:

Application of Bark Camp Farm for a Use Subject to County Commission approval on a 30.62± acre tract located on the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Zoned AR-IV; Tax Parcel 12023 000010. Proposed use: Farm-style dog daycare, boarding facility and family/community events. Commission District 3.

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Budget	Finance
AD	RD	EW	WG
Attorney	Administration		Clerk
WLI	LJ		JR

Attachments:

- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Maps
- Rendering
- Environmental Health
- GDOT Comments
- Public Works Comments
- Notice Sign Photo



Hall County Government

PLANNING & DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

From: Randi Doveton, Director

Date: June 2, 2022

Subject: Application of Bark Camp Farm for a Use Subject to County Commission on a 30.62± acre tract located on the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Zoned AR-IV; Tax Parcel 12023 000010. Proposed use: Farm-style dog daycare, boarding facility and family/community events. Commission District 3.

Application of Bark Camp Farm for a Use Subject to County Commission on a 30.62± acre tract located on the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Zoned AR-IV; Tax Parcel 12023 000010. Proposed use: Farm-style dog daycare, boarding facility and family/community events. Commission District 3.

At their May 16, 2022 meeting, the Hall County Planning Commission voted to recommend approval (5-0) of this request with the following thirteen (13) conditions:

1. *Development shall be as generally depicted on the proposed plan and narrative as submitted.*
2. *A variance to the 200 foot setback requirement shall be approved for the existing barn so that it may be utilized as shelter for the dogs in inclement weather.*
3. *All outdoor runs utilized for the business shall meet the 200 foot setback requirement or a variance shall be obtained.*
4. *As stated in the applicant's narrative, the following dog breeds are not permitted at their facility, German Shepherds, Pit Bulls, Doberman Pinschers, Rottweilers, and Presa Canaros.*
5. *The proposed use shall be limited to the submitted narrative and site plan, and shall exclude any and all breeding activities.*
6. *There shall be a maximum of 50 dogs for the daycare facility and 20 for overnight boarding.*
7. *Unsupervised outdoor dog activity shall be limited to proposed business hours only, 8:00 am – 6:00 pm daily. Office operation for boarding shall be from 8:00 am – 6:00 pm, Monday – Sunday and Doggy day care shall operate from 8:00 am – 6:00 pm, Monday – Friday.*

8. *Any change of ownership of the property or substantial change to the proposed conditional use will require a new use permit application to be submitted as this approval is for this applicant only.*
9. *Any site improvements shall be subject to the Hall County Development Review process and any applicable regulations.*
10. *All conditions of zoning shall be made a part of any plat created for property.*
11. *There shall be a right turn only sign placed at the exit of the property.*
12. *There shall only be one event per quarter, for a total of four per year.*
13. *The shuttle service shall not operate on Hunter Road 45 minutes before school starts and 45 minutes after school ends.*

There were zero (0) written comments in opposition submitted in advance of the Planning Commission meeting and two (2) people spoke in opposition during the public hearing on May 16, 2022.

There have been no changes to the request since the Planning Commission took action.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Bark Camp Farm

Request..... Use Subject to County Commission approval

Proposed Use..... Farm-style dog daycare, boarding facility and family/community events

Size 30.62± acres

Zoning..... AR-IV

Location..... On the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Tax Parcel 12023 000010

Commission District Three

Planning Commission Date May 16, 2022

Staff Recommendation **Approval, with Conditions**

Planning Commission Recommendation: Approval, with conditions

Vote: 5-0

Conditions:

1. *Development shall be as generally depicted on the proposed plan and narrative as submitted.*
2. *A variance to the 200 foot setback requirement shall be approved for the existing barn so that it may be utilized as shelter for the dogs in inclement weather.*
3. *All outdoor runs utilized for the business shall meet the 200 foot setback requirement or a variance shall be obtained.*
4. *As stated in the applicant's narrative, the following dog breeds are not permitted at their facility, German Shepherds, Pit Bulls, Doberman Pinschers, Rottweilers, and Presa Canaros.*
5. *The proposed use shall be limited to the submitted narrative and site plan, and shall exclude any and all breeding activities.*
6. *There shall be a maximum of 50 dogs for the daycare facility and 20 for overnight boarding.*
7. *Unsupervised outdoor dog activity shall be limited to proposed business hours only, 8:00 am – 6:00 pm daily. Office operation for boarding shall be from 8:00 am – 6:00 pm, Monday – Sunday and Doggy day care shall operate from 8:00 am – 6:00 pm, Monday – Friday.*

8. *Any change of ownership of the property or substantial change to the proposed conditional use will require a new use permit application to be submitted as this approval is for this applicant only.*
9. *Any site improvements shall be subject to the Hall County Development Review process and any applicable regulations.*
10. *All conditions of zoning shall be made a part of any plat created for property.*
11. *There shall be a right turn only sign placed at the exit of the property.*
12. *There shall only be one event per quarter, for a total of four per year.*
13. *The shuttle service shall not operate on Hunter Road 45 minutes before school starts and 45 minutes after school ends.*

Applicant Proposal

The applicants are requesting permission for a use subject to County Commission approval for a farm-style dog daycare, boarding facility with the potential for family and community events on an Agricultural-Residential-IV (AR-IV) zoned property. The subject property is 30.62± acres in size and developed with 2 mobile homes, a barn, and various outbuildings. The applicants intend to purchase the subject property and convert it into the commercial kennel use.

The narrative describes the applicant's vision of creating a farm-style dog daycare and boarding facility, including a family style dog park with families and their dogs can play with their dogs in a safe environment. The narrative states that the subject property has previously been used as a horse farm and is entirely fenced. They intend to use approximately 2-3 acres of the property at a time for the dog daycare. The number of dogs shall be limited to 50 for daycare services and 20 for overnight boarding. The applicant also states that certain dogs are not permitted at their facility, including, German Shepherds, Pit Bulls, Doberman Pinschers, Rottweilers, and Presa Canaros.

The proposed hours of operation are between 8:00am to 6:00pm daily, with a daily shuttle service used to pick up dogs within the area. Staff will be on the property before and after the public hours for the care of the dogs. The dogs will be kept in pens, or runs on the property with access to both shade and water. If there is inclement weather than the existing barns will be used for shelter.

The applicant intends to utilize the existing signage on the rock wall at the entrance of the property, updating it with their name. The applicant also notes that the existing office and bathrooms for the horse farm will be remodeled but remain office and bathroom space.

History and Existing Land Uses

The subject property is developed with two mobile homes, a barn, and various other outbuildings. The property is primarily open fields, with trees lining the streams which cross the property. The adjacent properties are medium to large agricultural and residential tracts of land. Across the street are 9 properties zoned Residential-I (R-I) that range in size from 1 to 1.83 acres and are developed with site built single family residences

Comprehensive Plan Land Use Designation

The subject area falls within the “Rural Residential” land use designation. This designation is characterized by agricultural and very low-density single-family residential uses. The primary future land use includes agricultural/forestry uses, low-density detached single-family residences, civil benefits such as parks and places of worship, and greenways and trails.

Development Support and Constraints

Hall County Environmental Health

In an email dated April 29, 2022, Emily McGahee states: “Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, existing septic system evaluation, or septic system installation/modification may be required after review of business plan. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.”

Hall County Fire Services

The subject property is located approximately 3.1 miles from Hall County Fire Station #15, located at 4219 Autry Spur Road. There is fire hydrants located approximately 350 feet from the southern property line, in front of 4321 Hunter Road.

Hall County Public Works and Utilities

In a memo dated April 29, 2022, Bill Nash, Interim Director of Public Works and Utilities, provided the following comment:

Engineering

The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wrested vegetation, not centerline of creek. Show flood.

Traffic Engineering

No comments.

Utilities

No comments.

Hall County Tax Assessors

No comments were provided.

Gainesville Water Resources

The Hall County GIS shows that public water ends at the southern boundary of the property and could likely be access if it was needed.

Georgia Department of Transportation

This project will not require GDOT coordination.

Zoning Analysis

1. The proposed use is consistent with the comprehensive plan.
2. §17.20.620 of the Hall County Zoning Regulations defines a commercial kennel as any place in or at which more than four adult dogs (or cats) are kept for the purpose of sale, boarding, care, breeding or training and for which any fee is charged. A commercial kennel shall be located on not less than five acres of land in the residential zoning districts. The raising of four or fewer adult dogs (or cats) would be inherently allowed in all residential zones that allow a commercial kennel.
 - o The applicant's request for a dog daycare and boarding facility on a 30.62± acre property fits the definition of a commercial kennel.
3. §17.240.060 of the Hall County Zoning Regulations states that in a commercial kennel, no structure, including outside runs, for the keeping of dogs or cats shall be constructed closer than 200 feet to a property line.
 - o The applicant's site plan does not indicate the proposed location for outdoor runs, so it cannot be determined the setback distance to property lines.
 - o The existing barn, which will be used for boarding and in events of inclement weather, is approximately 165 feet to the front property line, 415 feet to the northern property line, 420 feet to the southern property line, and 855 feet to the rear property line. **A variance would be required.**
4. §17.120.040 of the Hall County Zoning Regulations requires commercial kennels to be approved by the County Commission in the AR-IV zoning district.
5. The residential and agricultural tracts in the surrounding area are predominantly larger acreage tracts.

Variances to the Official Code of Hall County

Staff recommends **approval** of the following variance:

1. §17.240.060 requires that no structure, including outside runs, for the keeping of dogs or cats shall be constructed closer than 200 feet to a property line.
 - a. This shall apply to the existing barn only.

Staff Recommendation

Staff recommends **approval** of the applicant's request with the following conditions:

1. Development shall be as generally depicted on the proposed plan and narrative submitted, modified for compliance with new development standards as necessary at the time of plan approval.
2. A variance to the 200 foot setback requirement shall be approved for the existing barn so that it may be utilized as shelter for the dogs in inclement weather.

3. All outdoor runs utilized for the business shall meet the 200 foot setback requirement or a variance shall be obtained.
4. As stated in the applicant's narrative, the following dog breeds are not permitted at their facility, German Shepherds, Pit Bulls, Doberman Pinschers, Rottweilers, and Presa Canaros.
5. The proposed use shall be limited to the submitted narrative and site plan, and shall exclude any and all breeding activities.
6. There shall be a maximum of 50 dogs for the daycare facility and 20 for overnight boarding.
7. Unsupervised outdoor dog activity shall be limited to proposed business hours only, 8:00am – 6:00pm daily.
8. Any change of ownership of the property or substantial change to the proposed use will require a new use permit application to be submitted for review as specified in the Hall County Code of Ordinances.
9. Any site improvements shall be subject to the Hall County Development Review process and any applicable regulations.
10. All conditions of zoning shall be made a part of any plat created for property.

Excerpts from the minutes of the May 16, 2022 meeting

Applicant's Presentation:

Randi Doveton, Planning Director, presented a summary of the request.

Megan Partrick, 143 Woodlake Drive, Gainesville, presented the request. The applicant is proposing a doggy day care and boarding with a shuttle service that will pick up and drop off dogs from their homes. The applicant stated that they hope to have occasional events for people to take their dogs and socialize.

Rebuttal

The applicant stated that there would only be three employees at most at the location since there will be a shuttle transporting the dogs to and from the location. The applicant stated that the events would only be occasional. Ms. Pilcher asked if the events were only for customers. The applicant stated they will also advertise it on social media to promote their business.

Public Forum:

Michael Lance, 4303 Hunter Road, Gainesville, spoke in opposition. Concerns were traffic overflow and no paving on Hunter Road.

Emily Lance, 4303 Hunter Road, Gainesville, spoke in opposition. Concerns were no paving on Hunter Road and traffic.

Planning Commission Comments:

The applicant stated the hours of operation for the doggy daycare were Monday - Friday, 8 am - 6 pm. The applicant stated the dogs will be picked up on the shuttle between 7 am - 9 am and dropped off between 3 pm - 5 pm. Mr. Braswell stated that there will have to be some boundaries when it comes to events due to the location being off a narrow unpaved road. Mr. Varner questioned if one event per quarter would work for the applicants. The applicant said yes. Mr. Braswell stated that it

would be best to not have the shuttle bus running on Hunter Road during school bus pickup and drop off times.

Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Bell. Vote: 5-0

Conditions:

1. *Development shall be as generally depicted on the proposed plan and narrative as submitted.*
2. *A variance to the 200 foot setback requirement shall be approved for the existing barn so that it may be utilized as shelter for the dogs in inclement weather.*
3. *All outdoor runs utilized for the business shall meet the 200 foot setback requirement or a variance shall be obtained.*
4. *As stated in the applicant's narrative, the following dog breeds are not permitted at their facility, German Shepherds, Pit Bulls, Doberman Pinschers, Rottweilers, and Presa Canaros.*
5. *The proposed use shall be limited to the submitted narrative and site plan, and shall exclude any and all breeding activities.*
6. *There shall be a maximum of 50 dogs for the daycare facility and 20 for overnight boarding.*
7. *Unsupervised outdoor dog activity shall be limited to proposed business hours only, 8:00 am – 6:00 pm daily. Office operation for boarding shall be from 8:00 am – 6:00 pm, Monday – Sunday and Doggy day care shall operate from 8:00 am – 6:00 pm, Monday – Friday.*
8. *Any change of ownership of the property or substantial change to the proposed conditional use will require a new use permit application to be submitted as this approval is for this applicant only.*
9. *Any site improvements shall be subject to the Hall County Development Review process and any applicable regulations.*
10. *All conditions of zoning shall be made a part of any plat created for property.*
11. *There shall be a right turn only sign placed at the exit of the property.*
12. *There shall only be one event per quarter, for a total of four per year.*
13. *The shuttle service shall not operate on Hunter Road 45 minutes before school starts and 45 minutes after school ends.*

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 t: 770-531-6809 | f: 770-531-3902



CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Property Owner (Name & Mailing Address)

Bark Camp Farm
 4294 Hunter Road,
 Gainesville, GA 30506
 Phone 770-530-5355
 Email Address spartrick@gmail.com
 Proposed Use Farm-style dog daycare, boarding facility and family/community events.

Samuel Ronald Ravan
 4294 Hunter Road
 Gainesville, GA 30506
 Phone 770-539-3466
 Email Address _____

Contact Person (Name & Mailing Address)

Status of Applicant

Requested Action

Stephen Thomas Partrick
 143 Woodlake Dr.
 Gainesville, GA 30506
 Phone 770-530-5355
 Email Address spartrick@gmail.com
 Tax Parcel Number 12023000010
 Location Address 4294 Hunter Road, Gainesville, GA 30506

Owner
 Option to Purchase
 Area Resident
 Other
 Zoning: AR-1V
 Acreage 30.71
 Permissive Use:
 HCPC HCC
 Fee: \$ 1,000
 Receipt #: 858961
 Check #: 2952

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature] Date: 2/28/22

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.

Sign _____ Date: _____

Staff Use Only

Application Date: 2/28/2022 Taken by: [Signature]
 Tentative Planning Commission Date: 04/18/22 Tentative County Commission Date: 05/26/22
 County Commission District: 3

PLANNING AND DEVELOPMENT DEPARTMENT
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CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Bark Camp Farm
 4294 Hunter Road,
 Gainesville, GA 30506

Phone 770-530-5355
 Email Address spartrick@gmail.com

Property Owner (Name & Mailing Address)

Thomas Wayne Patrick
 4576 Crooked Creek Rd
 Gainesville, GA 30506

Phone 404-580-2468
 Email Address tom@premieracoustics.com

Proposed Use Farm-style dog daycare, boarding facility and family/community events.

Contact Person (Name & Mailing Address)

Stephen Thomas Patrick
 143 Woodlake Dr.
 Gainesville, GA 30506

Phone 770-530-5355
 Email Address spartrick@gmail.com
 Tax Parcel Number 12023000010
 Location Address 4294 Hunter Road, Gainesville, GA 30506

Status of Applicant

- Owner
- Option to Purchase
- Area Resident
- Other

Requested Action

Permissive Use:
 HCPC HCC
 Fee: \$ _____
 Receipt #: _____
 Check #: _____

Zoning: _____
 Acreage 30.71

I hereby certify that the above information and all attached information are true and correct.

Sign [Signature] Date: 2/23/22

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby **withdraw** the application.

Sign _____ Date: _____

Staff Use Only

Application Date: _____ Taken by: _____
 Tentative Planning Commission Date: _____ Tentative County Commission Date: _____
 County Commission District: _____

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) SAMUEL RONALD RAVAN
Address 4794 HUNTER ROAD
GAINESVILLE GA 30506
Phone Number 770-539-3466

Name of applicant(s) Stephen Partrick and Megan Partrick
Address 143 Woodlake Drive
Gainesville GA 30606
Phone Number 770-530-5355

I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)
Samuel Ronald Ravan

Personally appeared before me
Samuel Ronald Ravan

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

[Signature]
Notary Public

2/25/22
Date



PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have**

I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: Samuel Ronald Ravan

Date: 3-1-22

Applicant's/Owner's Name (Printed): SAMUEL RONALD RAVAN

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
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I have** I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: Stephen Thomas Partrick

Date: 2/23/22

Applicant's/Owner's Name (Printed): Stephen Thomas Partrick

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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OCGA § 36-67A-3[C] Disclosure of campaign contributions:

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I hereby certify that I have read the above and that:

I have** _____ I have not x

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: Thomas W. Partrick

Date: 2/23/22

Applicant's/Owner's Name (Printed): Thomas Partrick

Bark Camp Farm Summary

Objective

Bark Camp Farm exists to serve the Hall County community by providing a world class, farm-style dog daycare and boarding facility. We have a shuttle service to pick up dogs within our area of service and then drop them off at the farm to run, play with friends and our staff, and be a dog. We believe dogs were meant to run and we want to give the pets of our community a fun, safe, and wide open area to do just that.

Vision

Our vision is to create a farm-style dog daycare and boarding facility that can be enjoyed by the dogs of our community. We also envision creating a family friendly farm-style dog park where families and individuals can come play with their dogs in a safe and open environment. Our hope is to host events that serve our community in a dog-friendly way.

Service Description

To provide a convenient, safe, and fun farm for dogs to run and roam freely. Our premium service will provide transportation to and from the dog owner's home and/or place of work. We will also provide spacious boarding for dogs.

1. History of what was there.
 1. It is our understanding that 4294 Hunter Road has been used as a horse farm for several decades. It has also been used as a horse boarding facility and farm. There are also 2 mobile homes on the property currently rented. This farm is just under 31 acres and has been fenced and cross fenced. The fencing parameters will allow our dogs to run freely in a safe and guarded environment. We plan to utilize 2-3 acres at a time and transition dog runs periodically to allow for more exploration and discovery.
2. Neighboring Properties:
 1. Neighbor to the south fronting on Jim Hood Road trains police dogs.

2. Neighbor to the north owns 46 acres in one tract and 6 acres in another tract. Her



name is Nancy Ruth Gilleland. She has 2 chicken houses that are no longer being used for chickens. These houses are being used to house goats. She has several mobile homes on the property that are being rented. She raises dogs, also. She does not live on the property. (see picture above)

3. There is a corporate neighbor to the east across the street that recently bought 7 houses on 9 acres. Houses are used as rental houses.
3. Limit the number of dogs.
 1. Our target limit number of dogs for daycare services is 50 per day. For overnight boarding our initial limit is 20 dogs per night.
4. Bark Camp Farm reserves the right to deny certain breeds from using our facilities and dog parks/runs. While not exhaustive, our policies prohibit German Shepherds, Pit Bulls, Doberman Pinschers, Rottweilers, and Presa Canarios. Our policies also allow us the right to quarantine and prohibit any dog that shows aggression towards other dogs or humans.
5. Maximum days of stay.
 1. The maximum days of stay for overnight boarding is 10 days. Boarded dogs will be put away for the night between 7-8pm after they are fed and let out. They will be fed and let out between 6-7am and then spend the rest of the day roaming and playing with daycare dogs.
6. Percentage of time inside vs. outside.
 1. Weather permitting all boarding dogs will participate in the farm-style daycare offered. For inclement weather we will also utilize the existing horse barn for an indoor obstacle course, dog park, and cooldown/hydration area. Shade and hydration stations available throughout the dog runs and play areas.
7. Hours of operation.
 1. 8AM to 6PM for Daycare Operation with staff on site earlier and later at times.
8. Signage. The existing property has a rock wall and Ravan Farms sign embedded in it. We will utilize this with our new sign.
9. Access. Hunter Road is a short gravel road that runs from HWY 129 to Jim Hood Road. There are 3 gravel driveways from Hunter Road into this 30+ acre tract. We will use the existing gravel driveways for our proposed uses.

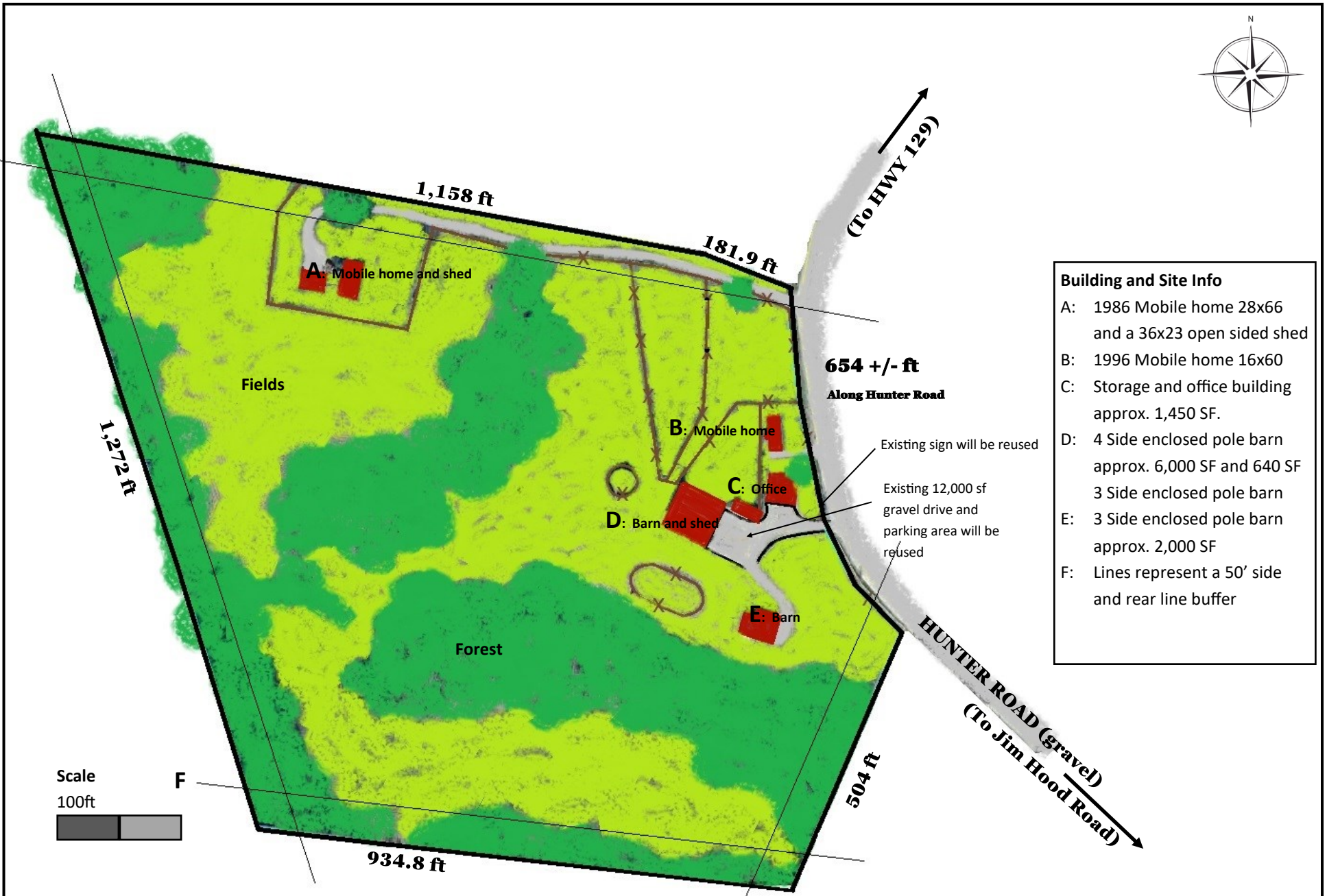
The following are some pictures of the current property that we have under contract.







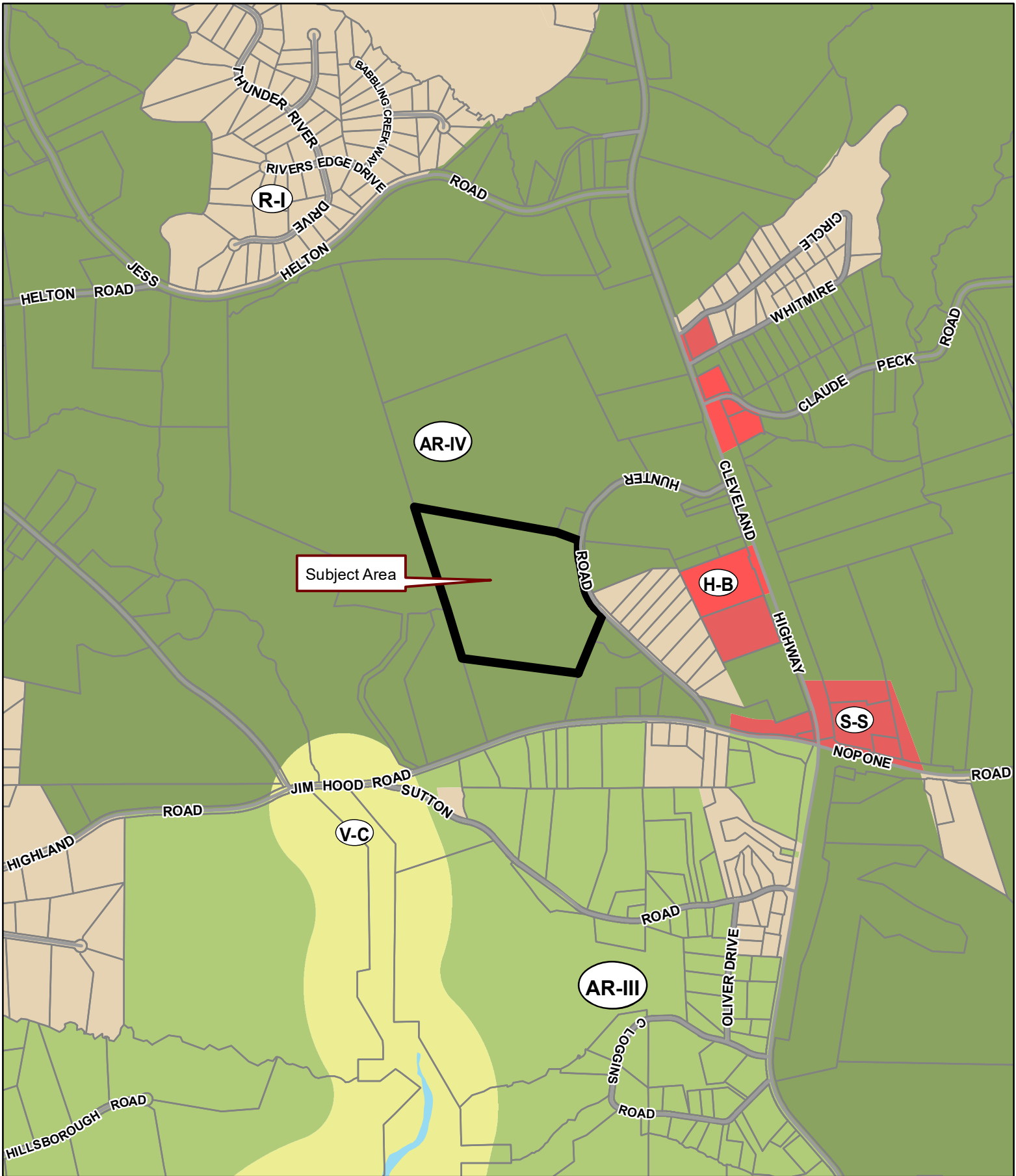




RB ABERNATHY INC.
434 Green Street. Gainesville. GA. 30501

SITE PLAN
4294 HUNTER ROAD. Hall County. Georgia.

Conditional Use Rezoning Application for PARTRICK'S BARK CAMP FARM
April 18, 2022



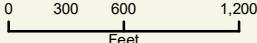
Applicant: BARK CAMP FARM





Tax Parcel #: 12023 000010

Location: 4294 HUNTER ROAD, GAINESVILLE, GA 30506

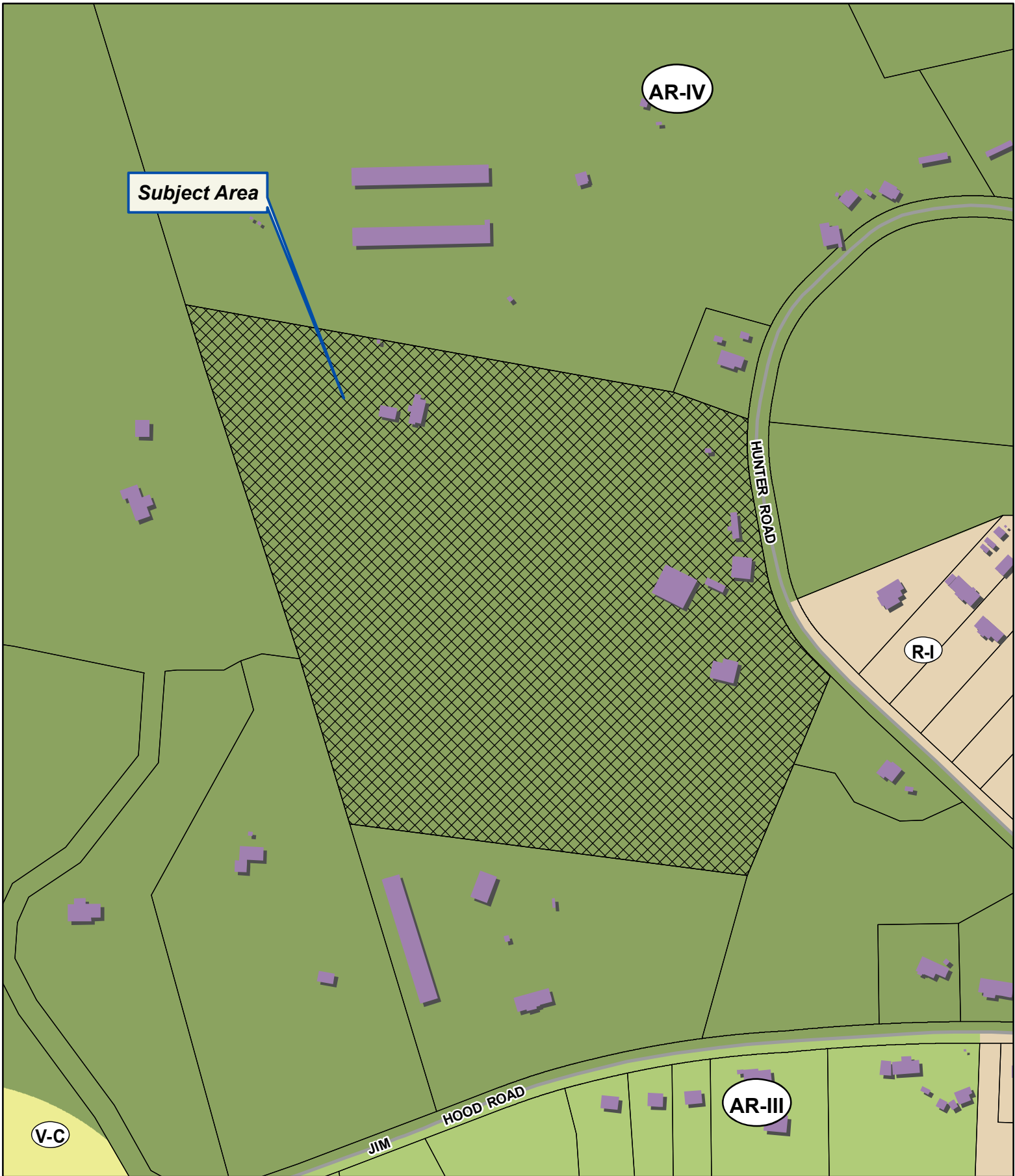
Commission District 3

PC Mtg. Date: 05/16/2022

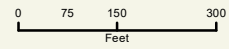


-  Zoning Boundary
-  City Limits
-  Subject Area
-  Structure





Applicant: BARK CAMP FARM
Tax Parcel #: 12023 000010
Location: 4294 HUNTER ROAD, GAINESVILLE, GA 30506
Commission District 3 **PC Mtg. Date:** 05/16/2022



- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- ▭ Structure





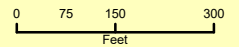
Applicant: BARK CAMP FARM

Tax Parcel #: 12023 000010

Location: 4294 HUNTER ROAD, GAINESVILLE, GA 30506

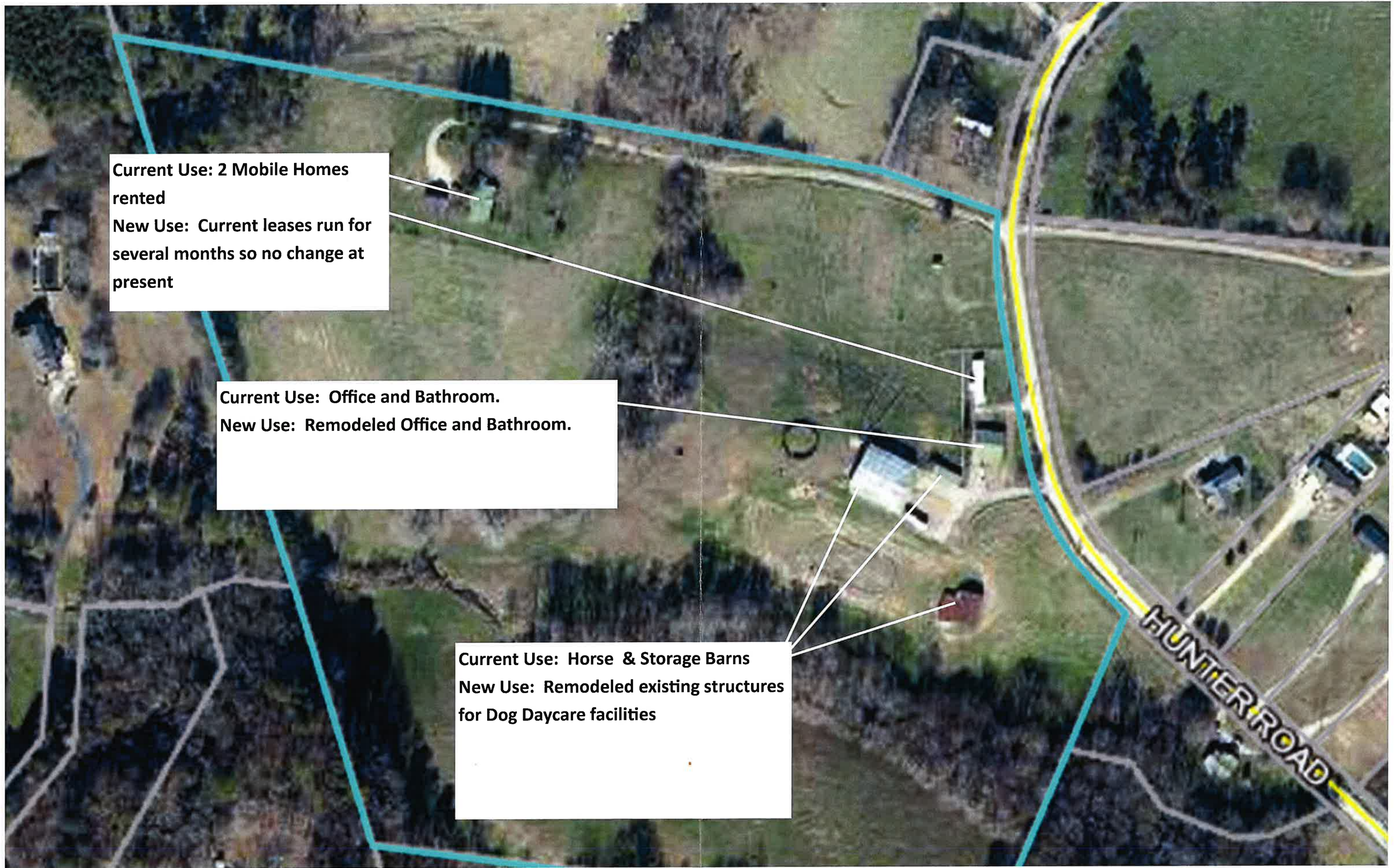
Commission District 3

PC Mtg. Date: 05/16/2022



- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area





Current Use: 2 Mobile Homes rented
New Use: Current leases run for several months so no change at present

Current Use: Office and Bathroom.
New Use: Remodeled Office and Bathroom.

Current Use: Horse & Storage Barns
New Use: Remodeled existing structures for Dog Daycare facilities

Anael Dominguez (Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, April 29, 2022 8:16 AM
To: Anael Dominguez (Planning); Srikanth Yamala (Public Works); Kevin McOmber (Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 5.16.22

Please find Environmental Health comments below:

Item 1, 3604 Maple Valley, Brunson: No comment.

Item 2, 2825 Outer Circle, Gomez: Must meet all Environmental Health residential septic system permitting requirements. Existing system evaluation will be required if using existing septic system. Level 3 Soil Evaluation will be required prior to application if existing septic system will not be used. Recorded plat required.

Item 3, 2654 Candler Road: A detailed business plan must be submitted to Hall County Environmental Health for review. Must meet all Environmental Health commercial septic system permitting requirements if septic system is required.

Item 4, 4294 Hunter Road, Bark Camp Farm: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, existing septic system evaluation, or septic system installation/modification may be required after review of business plan. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.

Item 5, 3053, 3087 McEver Road: No parking of stock, employee, or customer vehicles on top of or within 5' of drainline or 10' from septic tank. Environmental Health will not approve any additional paved/gravel parking on parcel. Please note packet does not include latest plat of property – PB 876, Page 25.

Item 6, 2122, 2118, 2104, 2110, 2108, 2114 Athens Hwy, Rucker: No comment.

Emily McGahee
Hall County Environmental Health
Hall County Government Center – 3rd Floor
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973
(770) 531-6767 (fax)

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<http://www.hallcounty.org/devserv/environmental.asp> (County Website & Forms)

Anael Dominguez (Planning)

To: Niebauer, Parker J; Srikanth Yamala (Public Works)
Cc: Chavers, Veronica E
Subject: RE: Tentative Agenda for May 16, 2022

From: Niebauer, Parker J <PNiebauer@dot.ga.gov>
Sent: Tuesday, April 26, 2022 2:29 PM
To: Anael Dominguez (Planning) <adominguez@hallcounty.org>; Srikanth Yamala (Public Works) <syamala@hallcounty.org>
Cc: Chavers, Veronica E <VChavers@dot.ga.gov>
Subject: RE: Tentative Agenda for May 16, 2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see responses below in red

Parker Niebauer

DITO Traffic Operations Supervisor



District 1 Division of Field Services
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8275 office
770.519.3223 cell

From: Anael Dominguez (Planning) <adominguez@hallcounty.org>
Sent: Thursday, April 21, 2022 11:18 AM
Subject: Tentative Agenda for May 16, 2022

Good morning–

Here is the Tentative Agenda and Maps for the **Monday, May 16, 2022** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, April 28th**. Email comments to Srikanth (syamala@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

APPROVAL OF MINUTES – May 2, 2022

NEW BUSINESS

1. [Application of Brunson & Company, LLC. for a rear yard setback variance from 15 feet to 3 feet on a .49± acre tract located on the east side of Maple Valley Drive at its intersection with Friendship Road; a.k.a. 3600 Maple Valley Drive; Zoned R-I; Tax Parcel 15048H000001. Proposed Use: new sign monument. * Commission District 1.](#)
GDOT coordination required. Landscaping may be permitted in state R/W with a special encroachment permit if requirements are met, but the sign must be placed off state R/W.
2. [Application of Juana Gomez-Garcia and Andres Gomez-Gomez for a front yard setback variance from 40 feet to 30 feet and rear yard setback variance from 25 feet to 10 feet on a .34± acre tract located on the east side of Outer Circle approximately 208 feet from its intersection with Oak Hill Circle; a.k.a. 2825 Outer Circle; Zoned AR-III; Tax Parcel 15023B000075. Proposed use: to place a mobile home onto property.* Commission District 3.](#)
None
3. [Application of Jay Wilhoite for a Use Subject to County Commission approval on a 4.75± acre tract located on the west side of Candler Road approximately 175 feet from its intersection with Roy Parks Road; a.k.a. 2654 Candler Road; Zoned H-B; Tax Parcel 15030 000008. Proposed Use: retail units and self-storage warehouses. ** Commission District 3.](#)
GDOT Coordination required
4. [Application of Bark Camp Farm for a Use Subject to County Commission on a 30.62± acre tract located on the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Zoned AR-IV; Tax Parcel 12023 000010. Proposed use: Farm-style dog daycare, boarding facility and family/community events. ** Commission District 3.](#)
None
5. [Application on Ayoub Botrus to amend conditions of a Planned Commercial Development \(PCD\) on a .36± acre tract located on the south side of Mcever Road approximately 347 feet from its intersection with Waterworks Road; a.k.a. 3053 & 3087 Mcever Road; Zoned PRD; Tax Parcel 07299 002007A & 002007. Proposed Use: auto sales. ** Commission District 2.](#)
None
6. [Application of George R. Rucker to rezone from Highway Business and Agricultural Residential-IV to Agricultural Residential-IV \(AR-IV\) on a 33.59± acre tract located at its intersection with Lenox Drive; a.k.a 2122, 2118, 2104, 2110, 2108, and 2114 Athens Highway; Zoned H-B and AR-IV; Tax Parcels 15032 000001E, 000001, 000054, 000007, 000074, and 000001C. Purposed Use: agriculture. ** Commission District 3.](#)
GDOT Coordination Required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Wednesday, June 22, 2021** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Wednesday, June 22, 2021. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Government
2875 Browns Bridge Road, Gainesville, GA 30504
www.hallcounty.org | 770-531-6810



Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.



Hall County Government

PUBLIC WORKS AND UTILITIES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

To: Srikanth Yamala, Interim Director of Planning and Zoning
From: Bill Nash, P.E., Interim Director of Public Works and Utilities
Date: April 28, 2022
Subject: May 16, 2022 Hall County Planning Commission Agenda

INTERIM DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 16, 2022 meeting. Upon review, we provide the following comments:

1. [Application of Brunson & Company, LLC. for a rear yard setback variance from 15 feet to 3 feet on a .49± acre tract located on the east side of Maple Valley Drive at its intersection with Friendship Road; a.k.a. 3600 Maple Valley Drive; Zoned R-I; Tax Parcel 15048H000001. Proposed Use: new sign monument. * Commission District 1.](#)

- a) **Engineering:** Sign appears to be on GDOT right-of-way per deed book 6865, page 418 (see attached). A survey showing the GDOT right-of-way take and the remnant subdivision lot should be recorded. The updated survey should be used for any site submittal. GDOT must approve the site plan before moving forward.
- b) **Traffic:** Due to the close proximity to State right-of-way, recommend GDOT approval be required.
- c) **Utilities:** No comments.

2. [Application of Juana Gomez-Garcia and Andres Gomez-Gomez for a front yard setback variance from 40 feet to 30 feet and rear yard setback variance from 25 feet to 10 feet on a .34± acre tract located on the east side of Outer Circle approximately 208 feet from its intersection with Oak Hill Circle; a.k.a. 2825 Outer Circle; Zoned AR-III; Tax Parcel 15023B000075. Proposed use: to place a mobile home onto property.* Commission District 3.](#)

- a) **Engineering:** The site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- b) **Traffic:** No traffic comments.
- c) **Utilities:** No sewer connection available; not sure if septic system will fit.

3. [Application of Jay Wilhoite for a Use Subject to County Commission approval on a 4.75± acre tract located on the west side of Candler Road approximately 175 feet from its intersection with Roy Parks Road; a.k.a. 2654 Candler Road; Zoned H-B; Tax Parcel 15030 000008. Proposed Use: retail units and self-storage warehouses.** Commission District 3.](#)



Hall County Government

PUBLIC WORKS AND UTILITIES

- a) **Engineering:** The site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation, not centerline of creek.
- b) **Traffic:** Driveway would be permitted by GDOT.
- c) **Utilities:** Located in Gainesville-Hall County joint sewer district. Currently, Hall County has no sanitary sewer in this area.

4. [Application of Bark Camp Farm for a Use Subject to County Commission on a 30.62± acre tract located on the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Zoned AR-IV; Tax Parcel 12023 000010. Proposed use: Farm-style dog daycare, boarding facility and family/community events. ** Commission District 3.](#)

- a) **Engineering:** The site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious thresholds for impervious surfaces and/or disturbed acreage. Show buffer and impervious setback from wretched vegetation not centerline of creek. Show flood.
- b) **Traffic:** No comments.
- c) **Utilities:** No comments.

5. [Application on Ayoub Botrus to amend conditions of a Planned Commercial Development \(PCD\) on a .36± acre tract located on the south side of Mcever Road approximately 347 feet from its intersection with Waterworks Road; a.k.a. 3053 & 3087 Mcever Road; Zoned PRD; Tax Parcel 07299 002007A & 002007. Proposed Use: auto sales. ** Commission District 2.](#)

- a) **Engineering:** The site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- b) **Traffic:** No traffic comments.
- c) **Utilities:** Buford Sewer

6. [Application of George R. Rucker to rezone from Highway Business and Agricultural Residential-IV to Agricultural Residential-IV \(AR-IV\) on a 33.59± acre tract located at its intersection with Lenox Drive; a.k.a 2122, 2118, 2104, 2110, 2108, and 2114 Athens Highway; Zoned H-B and AR-IV; Tax Parcels 15032 000001E, 000001, 000054, 000007, 000074, and 000001C. Purposed Use: agriculture. ** Commission District 3.](#)

- a) **Engineering:** The site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation, not centerline of creek.
- b) **Traffic:** Driveways would be permitted by GDOT.
- c) **Utilities:** No sewer from Hall County.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: BARK CAMP FARM

REQUEST: USE SUBJECT TO BOC APPROVAL

FARM STYLE DOG DAYCARE, BOARDING FACILITY AND
FAMILY/COMMUNITY PUBLIC HEARINGS WILL BE HELD ON: EVENTS
PLANNING COMMISSION COUNTY COMMISSION

Date: 5-16-2022

AND

Date: 6-22-2022

Time: 5:15 p.m.

Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 299/2022

SUBJECT: Application of Jay Wilhoite for a Use Subject to County Commission approval on a 4.75± acre tract located on the west side of Candler Road approximately 175 feet from its intersection with Roy Parks Road; a.k.a. 2654 Candler Road; Zoned H-B; Tax Parcel 15030 000008. Proposed Use: retail units and self-storage warehouses. Commission District 3.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: RD

Recommendation:

Approved, with conditions: 1. The development shall conform substantially with the proposed site plan and narrative with approved variances as follows: i RV and boat storage shall be allowed to be gravel surface (Â§17.420.050.E.3). ii There shall be a 30 foot front setback variance (Â§17.240.040). iii Buildings 1-3 closest to Candler Road shall be non-metal three sided and buildings 4-6 shall have non-metal sides only (Â§17.420.050.H.2). 2. All development of the property shall conform with Â§17.420, Gateway Corridors Overlay District (GCOD) standards with the exception of variances granted. 3. All conditions of zoning shall be made a part of any plat of the property. 4. All exterior colors and materials shall be approved by the Director of Planning and Development. 5. This conditional use approval shall be granted for this applicant only and shall be applicant specific. 6. All external lighting shall meet Hall County standards specified in code.

Purpose of Request:

Application of Jay Wilhoite for a Use Subject to County Commission approval on a 4.75± acre tract located on the west side of Candler Road approximately 175 feet from its intersection with Roy Parks Road; a.k.a. 2654 Candler Road; Zoned H-B; Tax Parcel 15030 000008. Proposed Use: retail units and self-storage warehouses. Commission District 3.

History:

Facts and Issues:

Options:

Funding Requested

\$ 0.00

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

Approvals:

Submit	Approve	Budget	Finance
AD	RD	EW	WG
Attorney	Administration		Clerk
WLI	LJ		JR

Attachments:

- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Maps
- Renderings
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Notice Sign Photos



Hall County Government

PLANNING & DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1
Billy Powell, District 2
Shelly Echols, District 3
Jeff Stowe, District 4

From: Randi Doveton, Director

Date: June 2, 2022

Subject: Application of Jay Wilhoite for a Use Subject to County Commission approval on a 4.75± acre tract located on the west side of Candler Road approximately 175 feet from its intersection with Roy Parks Road; a.k.a. 2654 Candler Road; Zoned H-B; Tax Parcel 15030 000008. Proposed Use: retail units and self-storage warehouses. Commission District 3.

Application of Jay Wilhoite for a Use Subject to County Commission approval on a 4.75± acre tract located on the west side of Candler Road approximately 175 feet from its intersection with Roy Parks Road; a.k.a. 2654 Candler Road; Zoned H-B; Tax Parcel 15030 000008. Proposed Use: retail units and self-storage warehouses. Commission District 3.

At their May 16, 2022 meeting, the Hall County Planning Commission voted to recommend approval (5-0) of this request with the following six (6) conditions:

1. *The development shall conform substantially with the proposed site plan and narrative with approved variances as follows:*
 - i *RV and boat storage shall be allowed to be gravel surface (§17.420.050.E.3).*
 - ii *There shall be a 30 foot front setback variance (§17.240.040).*
 - iii *Buildings 1-3 closest to Candler Road shall be non-metal three sided and buildings 4-6 shall have non-metal sides only (§17.420.050.H.2).*
2. *All development of the property shall conform with §17.420, Gateway Corridors Overlay District (GCOD) standards with the exception of variances granted.*
3. *All conditions of zoning shall be made a part of any plat of the property.*
4. *All exterior colors and materials shall be approved by the Director of Planning and Development.*
5. *This conditional use approval shall be granted for this applicant only and shall be applicant specific.*
6. *All external lighting shall meet Hall County standards specified in code.*

There were zero (0) written comments in opposition submitted in advance of the Planning Commission meeting and zero (0) people spoke in opposition during the public hearing on May 16, 2022.

There have been no changes to the request since the Planning Commission took action.

**HALL COUNTY PLANNING COMMISSION
STAFF REPORT**

Applicant Jay Wilhoite
Request Use Subject to County Commission approval
Proposed Use Retail units and self-storage warehouses
Size 4.75± acres
Zoning AR-IV
Location On the west side of Candler Road approximately 189 feet from its intersection with Roy Parks Road; a.k.a. 2654 Candler Road; Tax Parcel 15030 000008
Commission District Three
Planning Commission Date May 16, 2022
Staff Recommendation **Approval, with conditions**

Planning Commission Recommendation: Approval, with conditions
Vote: 5-0

Conditions:

1. *The development shall conform substantially with the proposed site plan and narrative with approved variances as follows:*
 - i *RV and boat storage shall be allowed to be gravel surface (§17.420.050.E.3).*
 - ii *There shall be a 30 foot front setback variance (§17.240.040).*
 - iii *Buildings 1-3 closest to Candler Road shall be non-metal three sided and buildings 4-6 shall have non-metal sides only (§17.420.050.H.2).*
2. *All development of the property shall conform with §17.420, Gateway Corridors Overlay District (GCOD) standards with the exception of variances granted.*
3. *All conditions of zoning shall be made a part of any plat of the property.*
4. *All exterior colors and materials shall be approved by the Director of Planning and Development.*
5. *This conditional use approval shall be granted for this applicant only and shall be applicant specific.*
6. *All external lighting shall meet Hall County standards specified in code.*

Applicant Proposal

The applicant is requesting a Use Subject to County Commission approval for a self-storage warehouse facility on a 4.75± acre parcel zoned Highway Business (H-B). According to the

narrative, the proposed development will consist of 6 mini-storage buildings, totaling 21,040 square feet of storage area, and plans to convert the existing residence into an office for storage management. Additionally, the applicant intends to utilize a gravel area in the southwest corner of the property for boat and RV storage. The business will include U-Haul rentals with these vehicles to be parked behind the remodeled office.

The applicant's narrative states that the storage building fronting Candler Road will include full height brick masonry on the front and sides of the building, with no roll-up doors fronting the roadway, to be in compliance with the Gateway Corridors Overlay District (GCOD) standards. The remaining 5 buildings will be constructed of typical factory finish colored metal wall/roof panel construction with roll-up doors. The narrative states that the terrain of the property slopes away from the road and that the first storage building will conceal the others from view from the road.

The applicant proposes to plant the front of the property with trees and shrubbery and evergreen trees (Green Giant Arborvitae) will be planted along the side property lines to provide a buffer/screening.

Ornamental fencing with brick column accents will border the side fronting Candler Road, with black vinyl chain link located along the side and rear property lines to secure the facility. Lighting will be provided by Jackson EMC in the storage areas. There is a proposed monument sign to be constructed from materials matching the decorative fencing positioned perpendicular to Candler Road/State Route 60. The sign will be externally illuminated with non-spill up lighting for nighttime visibility. The masonry for the sign will not exceed 13 feet in width and 10 feet in height with the sign area proposed to be 8 foot by 4 foot/32 square feet.

The proposed hours of operation for the management office are Monday – Friday 9:00am to 5:00pm and Saturdays from 9:00am to 12:00noon. Customers will have 24/7 access to the storage area through a gate.

History and Existing Land Uses

The subject property measures approximately 4.75± acres and is zoned Agricultural Residential-IV (AR-IV). This appears to be the original zoning designation. Records from Hall County Tax Assessors indicate that there is one single-family residence which was constructed in 1938.

The subject property was rezoned to Highway Business (H-B) on December 12, 2019 for the proposed use of a self-storage warehouse development with five conditions:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.
2. All development of the property shall conform with §17.420, Gateway Corridors Overlay District (GCOD) standards.
3. All conditions of zoning shall be made a part of any plat of the property.
4. The front of the property shall be bordered by a decorative wrought iron style fence with masonry column accents. The remainder of the property shall be fenced per GCOD standards. The fencing is subject to the approval of the Planning Director.

5. There shall be a 25 foot landscaped buffer in accordance with the GCOD standards where the property abuts a residential or agricultural property.

The surrounding properties are zoned AR-IV, with the property to the southwest being occupied by Myers Elementary School. To the north along Candler Road is a Dollar General store, which is zoned Highway Business (H-B). Across Candler Road and the train tracks is both AR-IV and Heavy Industrial (I-II) zoned property.

Comprehensive Plan Land Use Designation

The subject area falls within the “Employment Corridor” future land use designation. These corridors have been identified as having the potential to enhance and maintain well-functioning, attractive corridors that facilitate vehicular traffic flow and pedestrian/bicycle connectivity, serve local needs, and coordinate land use patterns without encroaching on adjacent neighborhoods. Also these corridors intend to create employment opportunities where a location benefits from interstate access or supports industrial-focused development patterns.

The subject parcel also falls within the Gateway Corridors Overlay District (GCOD) and is supplemental to the underlying zoning district classifications. The GCOD governs non-residential property development standards.

The request is consistent with the Comprehensive Plan.

Development Support and Constraints

Hall County Environmental Health

In an email dated April 29, 2022, Emily McGahee provided the following comment: “A detailed business plan must be submitted to Hall County Environmental Health for review. Must meet all Environmental Health commercial septic system permitting requirements if septic system is required.”

Hall County Fire Services

The subject property is located approximately 0.6 miles from Hall County Fire Station #9 located at 5040 Poplar Springs Road, Gainesville. The nearest fire hydrant is located just south of the property along Candler Road, approximately 25 feet away.

Hall County Public Works and Utilities

Per a memo dated April 28, 2022, from Bill Nash, Interim Director of Public Works and Utilities, the following comments were provided:

Engineering

The site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation, not centerline of creek.

Traffic Engineering

Driveway would be permitted by GDOT.

Utilities

Located in Gainesville-Hall County joint sewer district. Currently, Hall County has no sanitary sewer in this area.

Hall County Tax Assessors

No comment provided.

Gainesville Water Resources

Public water is available from the City of Gainesville along Candler Road.

Georgia Department of Transportation

In an email dated April 26, 2022, Parker Niebauer, D1TO Traffic Operations Supervisor for the Georgia Department of Transportation, acknowledged that this project would require GDOT coordination.

Zoning Analysis

- The applicant is requesting a Use Subject to County Commission approval in order to develop a 21,040 square foot self-storage facility.
 - The proposed use is consistent with the Hall County Comprehensive Plan.
- §17.240.040 of the Official Code of Hall County provides standards for setbacks from arterial streets.
 - Specifically, no structure may be placed less than 100 feet from the center line of an arterial street.
 - **It cannot be determined** if this standard as met, but it appears that the proposed storage building is located approximately 70 feet from the centerline of Candler Road.
- In 2007, the Hall County Board of Commissioners adopted the Gateway Corridors Overlay District (GCOD) standards as part of the Official Code of Hall County. The GCOD governs non-residential property development standards.
 - A self-storage facility is a conditional use subject to county commissioner approval within the Gateway Corridor Overlay District. This application addresses this approval requirement.
- §17.420.050.C. of the Official Code of Hall County provides standards for transitional buffers for properties within the GCOD.
 - Specifically, a transitional buffer shall be required along and inside the property line of a non-residential property abutting a residentially zoned property. Where a commercial zoning district abuts property zoned for single-family residential or agricultural use, the minimum width shall be 25 feet.
 - The site plan shows a 25 foot buffer along the southern, western, and the rear portion of the northern property line where it is adjacent to AR-IV zoned parcels. This standard **is met**.
 - Transitional buffers that are 25 feet in width or greater shall meet at least two of the three following criteria: be planted with a staggered double row of evergreen trees at least six feet in height, a single row of deciduous shade trees at least two inches caliper dbh, (minimum 30 feet height at maturity) and two staggered rows of evergreen shrubs

at least three feet in height, planted a maximum of four feet on center, or other arrangement approved by the director that provides a dense visual screen.

- The applicant has indicated that Green Giant Arborvitae evergreen trees will be planted to provide buffer and screening, but there was no detailed landscape plan submitted so **it cannot be determined** if this standard is met.
- §17.420.050.D. of the Official Code of Hall County provides standards for other landscaping requirements, including building perimeter walls, street frontage, loading and service areas, and screening of storage and accessory equipment.
 - Based on the submitted narrative and site plan it **cannot be determined** if these standards are met.
- §17.420.050.E. of the Official Code of Hall County provides standards for parking lot design including paving materials and landscaping requirements.
 - Specifically, §17.420.050.E.3 requires all parking areas to be paved with asphalt or concrete.
 - The proposed boat and RV storage area is proposed to be gravel and as such **does not meet** this standard and **a variance would be required**.
- §17.420.050.F. of the Official Code of Hall County provides standards for outdoor lighting for the development. The applicant has stated that the lighting would be provided by Jackson EMC but has not detailed the proposed type of lighting.
 - Only incandescent, florescent, metal halide, low-pressure sodium, or color corrected, high-pressure sodium may be used. The same type of lighting must be used for the same or similar types of lighting on any one site.
 - **It cannot be determined** if this standard is met.
- §17.420.050.G of the Official Code of Hall County discusses interparcel access.
 - Interparcel access, joint driveways, cross access drives and access easements shall be strongly encouraged for adjacent non-residential development along an arterial or collector street, except where the director determines that they are unfeasible because of topographic or other site-specific constraints.
 - There is no proposed interparcel access between this development and the Dollar General property to the north. This standards **is not met**.
- §17.420.050.H. of the Official Code of Hall County provides detailed architectural standards for non-residential buildings, including the use of a common palette of building materials maintained for all sides of principal buildings.
 - Building materials used for all four sides of new or reconstructed buildings are restricted to the following: brick, stone, split-face block/concrete masonry unit (CMU, restricted to 50 percent of the surface area of each side of a principal building), stucco (restricted to 50 percent of the surface area of each side of a building), glass and glass block. Exposed metal is prohibited, as is exposed or painted concrete block and pre-cast concrete walls.
 - The applicant has requested a variance from this standard and is proposing that the building closest to Candler Road meet the GCOD standards but all elevations of the remaining self-storage building include metal. No elevations were included as part of the application. This **does not meet** GCOD standards and **a variance would be required**.
- §17.420.060. of the Official Code of Hall County discusses sign standards for the Gateway Corridor Overlay district.
 - There is a proposed monument sign to be constructed from materials matching the decorative fencing positioned perpendicular to Candler Road/State Route 60. The sign will be externally illuminated with non-spill up lighting for nighttime visibility. The

masonry for the sign will not exceed 13 feet in width and 10 feet in height with the sign area proposed to be 8 foot by 4 foot/32 square feet.

- The maximum height of the sign and square footage of the sign face based upon gross floor area of the building:
 - 0—10,000 sq. ft. of gross floor area
 - 32 sq. ft. (each side)
 - 8 ft. above street grade
 - 10,001—50,000 sq. ft.
 - 48 sq. ft. (each side)
 - 8 ft. above street grade
 - 50,001—100,000 sq. ft.
 - 64 sq. ft. (each side)
 - 10 ft. above street grade
 - Over 100,000 sq. ft.
 - 96 sq. ft. (each side)
 - 12 ft. above street grade
- Additionally, §17.270.030.M outlines the standards for the supporting structures a sign. Specifically, supporting structures of natural finish brick masonry, stone masonry, or wood shall not be counted in the sign area, provided that:
 - a. Such structures do not extend more than one foot above or two feet beyond the ends of the sign;
 - The proposed height of the monument is 10 feet and the proposed width is 13 feet. This **does not meet** the standard as the sign area is only proposed to be 8 feet in width and 4 feet in height. **A variance would be required.**
 - b. The height of the combined sign and supporting structure does not exceed the maximum height allowed in this chapter; and
 - The proposed height of 10 feet exceed the maximum height of 8 feet above grade. This **does not meet** the standard and **a variance would be required.**
 - c. The area of the combined sign and supporting structure does not exceed twice the area of the sign itself.
 - The combined sign and supporting structure is 132 square feet, which does exceed twice the area of the sign itself. This **does not meet** the standard and **a variance would be required.**

Variances to the Official Code of Hall County

Based upon the applicant's narrative and submitted materials, the following variances would be needed for the project as described. Staff recommends **denial** to the following variances to maintain the integrity of the Gateway Corridors Overlay District standards:

1. §17.240.040 requires that no structure be placed less than 100 feet from the center line of an arterial street.
2. §17.420.050.E.3 requires all parking areas to be paved with asphalt or concrete.
3. §17.420.050.H.2 requires the use of a common pallet of building materials for all four sides of principal buildings.
4. §17.270.030.M and §17.420.060 provide the sign standards for this development.

Staff Recommendation

Staff recommends **approval** of the applicant's request with the following conditions:

1. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval.
2. All development of the property shall conform with §17.420, Gateway Corridors Overlay District (GCOD) standards.
3. No variance to the Official Code of Hall County are granted as part of this request.
4. All conditions of zoning shall be made a part of any plat of the property.
5. All exterior architectural standards of the Gateway Corridors Overlay District shall be subject to review and approval of the Planning Director prior to site plan and building permit approval.
6. Any change of ownership of the property or substantial change to the proposed use will require a new use permit application to be submitted for review as specified in the Hall County Code of Ordinances.

Excerpts from the minutes of the May 16, 2022 meeting

Applicant's Presentation:

Randi Doveton, Planning Director, presented a summary of the request.

James Irvin, 164 Professional Drive, Baldwin, presented the request. The applicant stated that the owner would like to only have masonry siding on three sides of the first building adjacent to Candler Road because it was the only building visible from the road. The applicant presented a rendering of the fence facing Candler Road. The applicant stated they are willing to make the buildings 20 feet wide rather than 22 feet to give an extra 10 foot front buffer. The applicant stated they would like gravel area in the back for an open RV and boat storage. The applicant stated that the gravel area will not be visible from the road.

Jay Wilhoite, 1044 Poem House Road, Gainesville, presented the request.

Danny Crane, 207 East Fork Lane, Pendergrass, presented the request.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Bell questioned if the property was visible to the school in the back. Mr. Hunt stated that the property line next to the school is fairly vegetated. Mr. Irvin stated that they have planted various trees for that purpose. Mr. Bell stated that it would be best to let the buildings meet Gateway standards and let them have the 30 foot setback with quality buildings. Mr. Braswell stated that he agreed and would like to see a quality development. Mr. Wilhoite stated that they would prefer metal panels because they are easier to replace if there is damage over time and if a vehicle hits brick masonry it will be more damage to customer vehicles. Mr. Hunt stated that there was no problem with the gravel parking in the back due to the vegetation buffer already in place from the neighboring back property. Mr. Crane wanted to make a comment that beyond the power line easement there is

very low visibility. Mr. Wilhoite presented the proposed sign for the facility. Mr. Wilhoite stated that the sign would be 10 to 11 feet wide and under 8 feet high and the surface area will be 48 square feet. Mr. Braswell stated that would be allowed under Gateway standards.

Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Varner. Vote: 5-0

Conditions:

1. *The development shall conform substantially with the proposed site plan and narrative with approved variances as follows:*
 - i. *RV and boat storage shall be allowed to be gravel surface (§17.420.050.E.3).*
 - ii. *There shall be a 30 foot front setback variance (§17.240.040).*
 - iii. *Buildings 1-3 closest to Candler Road shall be non-metal three sided and buildings 4-6 shall have non-metal sides only (§17.420.050.H.2).*
2. *All development of the property shall conform with §17.420, Gateway Corridors Overlay District (GCOD) standards with the exception of variances granted.*
3. *All conditions of zoning shall be made a part of any plat of the property.*
4. *All exterior colors and materials shall be approved by the Director of Planning and Development.*
5. *This conditional use approval shall be granted for this applicant only and shall be applicant specific.*
6. *All external lighting shall meet Hall County standards specified in code.*

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 t: 770-531-6809 | f: 770-531-3902



ZONING APPLICATION

Applicant (Name & Mailing Address)	Property Owner (Name & Mailing Address)
<u>Jay Wilhoite</u>	<u>Michael Tod Crane</u>
<u>1044 Farmhouse Road</u>	<u>3855 Greenside Court</u>
<u>Gainesville, GA 30506</u>	<u>Dacula, GA 30019</u>
Phone <u>678-936-0037</u>	Phone <u>770-861-8005</u>
Email Address <u>jaywilhoiteproperties@gmail.com</u>	Email Address <u>dcrane@cranetransport.com</u>
Proposed Use <u>Retail Units & Self-Storage Warehouses</u>	

Contact Person (Name & Mailing Address)	Status of Applicant	Requested Action
<u>Michael Tod Crane</u>	<input checked="" type="checkbox"/> Owner	Existing Zoning: <u>AR-IV</u>
<u>3855 Greenside Court</u>	<input type="checkbox"/> Option to Purchase	Rezone to: <u>H-B</u>
<u>Dacula, GA 30019</u>	<input type="checkbox"/> Area Resident	Fee: \$ <u>450.00</u>
Phone <u>770-861-8005</u>	<input type="checkbox"/> Other	Receipt #: <u>858980</u>
Email Address <u>dcrane@cranetransport.com</u>		Check #: <u>2205</u>
Tax Parcel Number <u>15030 000008</u>	Acreage <u>4.75 +/-</u>	
Location Address <u>2654 Candler Road, Gainesville, GA 30507</u>		

I hereby certify that the above information and all attached information are true and correct.
 Sign [Signature] Date: 1-20-2022

Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.
 Sign _____ Date: _____

Staff Use Only
 Application Date: 03/22/22 Taken by: Michelle
 Tentative Planning Commission Date: 5/16 Tentative County Commission Date: 6/23
 County Commission District: 3

20N 2022-00034

PLANNING AND DEVELOPMENT DEPARTMENT
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AUTHORIZATION OF PROPERTY OWNERS

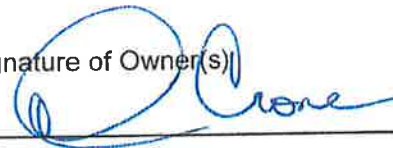
Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Micheal Tod Crane
Address 3855 Greenside Court
Dacula, GA 30019
Phone Number 770-861-8005

Name of applicant(s) Jay Wilhoite
Address 1044 Farmhouse Road
Gainesville, GA 30506
Phone Number 678-936-0037

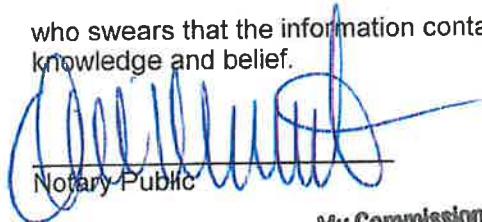
I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s) 

Personally appeared before me _____

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public

1-21-2022
Date

**My Commission Expires
August 14, 2023**



PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



AUTHORIZATION OF PROPERTY OWNERS

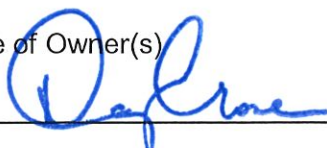
Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Danny Crane
Address 207 East Fork Lane
Pendergrass, GA 30567
Phone Number 770-861-8005

Name of applicant(s) Jay Wilhoite
Address 1044 Farmhouse Rd.
Gainesville GA 30506
Phone Number 678-936-0037

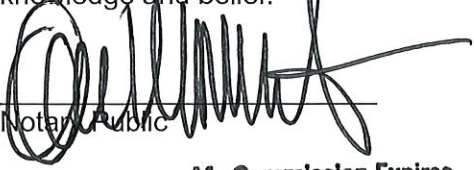
I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s) 

Personally appeared before me Danny Crane

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public

Date 4-6-2022

**My Commission Expires
August 14, 2023**

JILL MARTIN
NOTARY PUBLIC
HALL COUNTY, GEORGIA

PLANNING AND DEVELOPMENT DEPARTMENT
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t: 770-531-6809 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have** _____ I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: *Danny Crane*

Date: 4/26/2022

Applicant's/Owner's Name (Printed): DANNY CRANE

PLANNING AND DEVELOPMENT DEPARTMENT
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**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature:  Date: 1-20-2022

Applicant's/Owner's Name (Printed): Danny Crane

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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OCGA § 36-67A-3[C] Disclosure of campaign contributions:

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(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

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I hereby certify that I have read the above and that:

I have** _____ I have not

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

Date: 3/22/22

Applicant's/Owner's Name (Printed): JAY WILKINS

RE: Crane Self-Storage, 2654 Candler Rd., Gainesville, GA - Zoning Amendments

The existing use of the property located at 2654 Candler Rd., Gainesville is a primarily undeveloped lot with the exception of a small house situated in the northeast corner, adjacent Dollar General. The lot is deeded 4.75 +/- acres with Dollar General located to the north and Meyers Elementary School to the southern border. Property is currently zoned AR-IV and requesting rezoning to H-B for conditional use of self-storage units and RV/boat storage.

We propose a total of 6 mini-storage units totaling 21,340 SF on the property and convert the existing structure to an office for rental management. RV & boat storage would be located at the indicated gravel area at the SW corner of the property. U-Haul parking to be situated behind office building in the asphalt lot. Stormwater detention area to be located at rear of property.

The storage building fronting Candler will include full height brick masonry at front and sides with no roll-up doors fronting roadway to create a sense of place that is aesthetically appealing in keeping with GCOD standards. Mini-storage units behind the first will be typical factory finish colored metal wall/roof panel construction with roll-up doors. Property terrain slopes away from road and designed in such a way the first storage building will conceal the others from view from the road. There is a 13'-0" drop in elevation from the road to the first storage building. Landscaping beds, trees and shrubbery will be planted along front setback, and evergreen trees (Green Giant Arborvitae) will be planted at side setbacks of property for buffer/screening.

Ornamental fencing with brick column accents will border the side fronting Candler Road, with black vinyl chain link located at the sides and rear to secure the property. Light poles will be provided by Jackson EMC at storage areas. Monument signage to be constructed from matching/complimentary brick masonry to be positioned perpendicular to SR60 at the entrance. Monument signage including masonry to not exceed 13'-0" W x 10'-0" H with signage to be approximately 8' x 4'.

Office Hours: Monday-Friday 9AM-5PM, Saturday 9AM-12PM

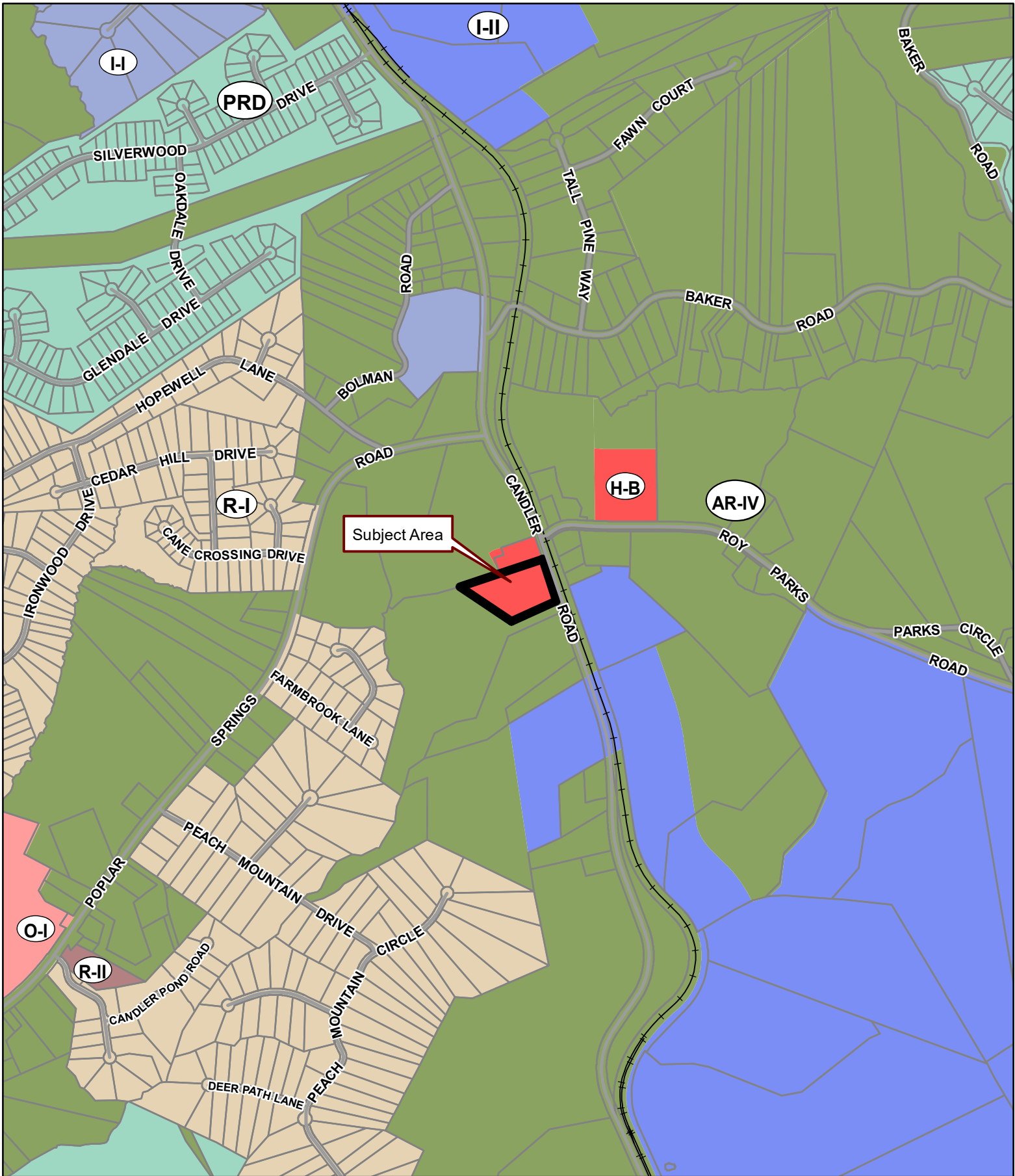
Gate Hours: 24/7

Setback Requirements:

Front – 30'

Sides – 20' with 25' Buffer

Rear – 10', with 25' Buffer



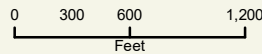
Applicant: JAY WILHOITE

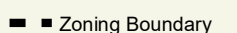
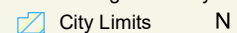

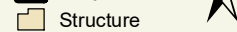
Tax Parcel #: 15030 000008

Location: 2654 CANDLER ROAD, GAINESVILLE, GA 30507

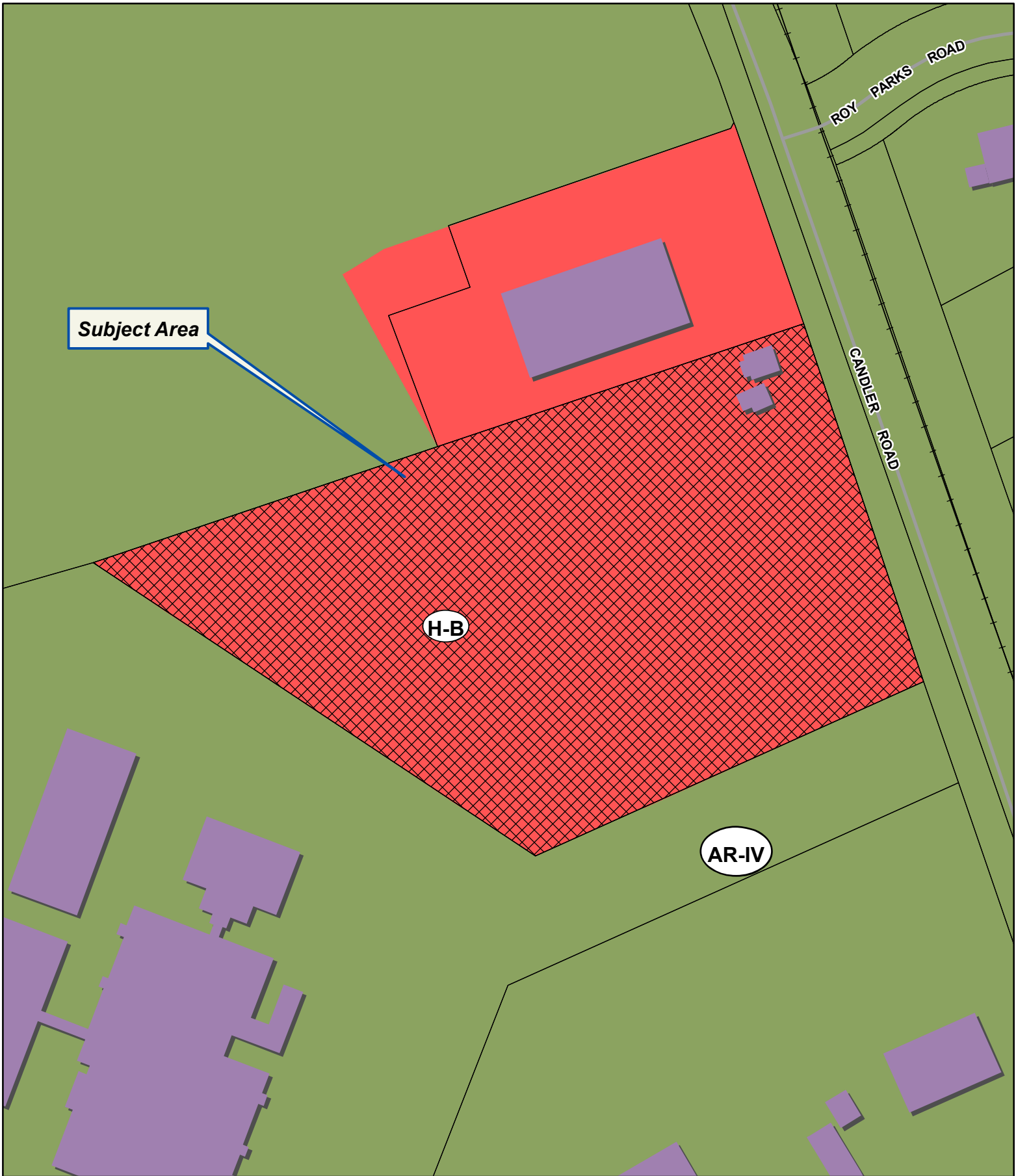
Commission District 3

PC Mtg. Date: 05/16/2022



-  Zoning Boundary
-  City Limits
-  Subject Area
-  Structure



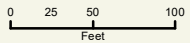


Subject Area

H-B

AR-IV

Applicant: JAY WILHOITE
Tax Parcel #: 15030 000008
Location: 2654 CANDLER ROAD, GAINESVILLE, GA 30507
Commission District 3 **PC Mtg. Date:** 05/16/2022



- Zoning Boundary
- City Limits
- ▨ Subject Area
- Structure





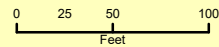
Applicant: JAY WILHOITE

Tax Parcel #: 15030 000008

Location: 2654 CANDLER ROAD, GAINESVILLE, GA 30507

Commission District 3

PC Mtg. Date: 05/16/2022



- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area





Approximate ground line in RED, majority of buildings will be hidden.
Elevation has been dropped in rendering to show building materials and colors.

Anael Dominguez (Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, April 29, 2022 8:16 AM
To: Anael Dominguez (Planning); Srikanth Yamala (Public Works); Kevin McOmber (Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 5.16.22

Please find Environmental Health comments below:

Item 1, 3604 Maple Valley, Brunson: No comment.

Item 2, 2825 Outer Circle, Gomez: Must meet all Environmental Health residential septic system permitting requirements. Existing system evaluation will be required if using existing septic system. Level 3 Soil Evaluation will be required prior to application if existing septic system will not be used. Recorded plat required.

Item 3, 2654 Candler Road: A detailed business plan must be submitted to Hall County Environmental Health for review. Must meet all Environmental Health commercial septic system permitting requirements if septic system is required.

Item 4, 4294 Hunter Road, Bark Camp Farm: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, existing septic system evaluation, or septic system installation/modification may be required after review of business plan. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan.

Item 5, 3053, 3087 McEver Road: No parking of stock, employee, or customer vehicles on top of or within 5' of drainline or 10' from septic tank. Environmental Health will not approve any additional paved/gravel parking on parcel. Please note packet does not include latest plat of property – PB 876, Page 25.

Item 6, 2122, 2118, 2104, 2110, 2108, 2114 Athens Hwy, Rucker: No comment.

Emily McGahee
Hall County Environmental Health
Hall County Government Center – 3rd Floor
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973
(770) 531-6767 (fax)

<http://dph.georgia.gov/environmental-health> (State Website)
<http://www.phdistrict2.org/HallCounty.htm> (District Website)
<http://www.hallcounty.org/devserv/environmental.asp> (County Website & Forms)

Anael Dominguez (Planning)

To: Niebauer, Parker J; Srikanth Yamala (Public Works)
Cc: Chavers, Veronica E
Subject: RE: Tentative Agenda for May 16, 2022

From: Niebauer, Parker J <PNiebauer@dot.ga.gov>
Sent: Tuesday, April 26, 2022 2:29 PM
To: Anael Dominguez (Planning) <adominguez@hallcounty.org>; Srikanth Yamala (Public Works) <syamala@hallcounty.org>
Cc: Chavers, Veronica E <VChavers@dot.ga.gov>
Subject: RE: Tentative Agenda for May 16, 2022

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please see responses below in red

Parker Niebauer

DITO Traffic Operations Supervisor



District 1 Division of Field Services
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8275 office
770.519.3223 cell

From: Anael Dominguez (Planning) <adominguez@hallcounty.org>
Sent: Thursday, April 21, 2022 11:18 AM
Subject: Tentative Agenda for May 16, 2022

Good morning–

Here is the Tentative Agenda and Maps for the **Monday, May 16, 2022** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Thursday, April 28th**. Email comments to Srikanth (syamala@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

APPROVAL OF MINUTES – May 2, 2022

NEW BUSINESS

1. [Application of Brunson & Company, LLC. for a rear yard setback variance from 15 feet to 3 feet on a .49± acre tract located on the east side of Maple Valley Drive at its intersection with Friendship Road; a.k.a. 3600 Maple Valley Drive; Zoned R-I; Tax Parcel 15048H000001. Proposed Use: new sign monument. * Commission District 1.](#)
GDOT coordination required. Landscaping may be permitted in state R/W with a special encroachment permit if requirements are met, but the sign must be placed off state R/W.

2. [Application of Juana Gomez-Garcia and Andres Gomez-Gomez for a front yard setback variance from 40 feet to 30 feet and rear yard setback variance from 25 feet to 10 feet on a .34± acre tract located on the east side of Outer Circle approximately 208 feet from its intersection with Oak Hill Circle; a.k.a. 2825 Outer Circle; Zoned AR-III; Tax Parcel 15023B000075. Proposed use: to place a mobile home onto property.* Commission District 3.](#)
None

3. [Application of Jay Wilhoite for a Use Subject to County Commission approval on a 4.75± acre tract located on the west side of Candler Road approximately 175 feet from its intersection with Roy Parks Road; a.k.a. 2654 Candler Road; Zoned H-B; Tax Parcel 15030 000008. Proposed Use: retail units and self-storage warehouses. ** Commission District 3.](#)
GDOT Coordination required

4. [Application of Bark Camp Farm for a Use Subject to County Commission on a 30.62± acre tract located on the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Zoned AR-IV; Tax Parcel 12023 000010. Proposed use: Farm-style dog daycare, boarding facility and family/community events. ** Commission District 3.](#)
None

5. [Application on Ayoub Botrus to amend conditions of a Planned Commercial Development \(PCD\) on a .36± acre tract located on the south side of Mcever Road approximately 347 feet from its intersection with Waterworks Road; a.k.a. 3053 & 3087 Mcever Road; Zoned PRD; Tax Parcel 07299 002007A & 002007. Proposed Use: auto sales. ** Commission District 2.](#)
None

6. [Application of George R. Rucker to rezone from Highway Business and Agricultural Residential-IV to Agricultural Residential-IV \(AR-IV\) on a 33.59± acre tract located at its intersection with Lenox Drive; a.k.a 2122, 2118, 2104, 2110, 2108, and 2114 Athens Highway; Zoned H-B and AR-IV; Tax Parcels 15032 000001E, 000001, 000054, 000007, 000074, and 000001C. Purposed Use: agriculture. ** Commission District 3.](#)
GDOT Coordination Required

*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Wednesday, June 22, 2021** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Wednesday, June 22, 2021. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Government
2875 Browns Bridge Road, Gainesville, GA 30504
www.hallcounty.org | 770-531-6810



Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.



Hall County Government

PUBLIC WORKS AND UTILITIES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

To: Srikanth Yamala, Interim Director of Planning and Zoning
From: Bill Nash, P.E., Interim Director of Public Works and Utilities
Date: April 28, 2022
Subject: May 16, 2022 Hall County Planning Commission Agenda

INTERIM DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the May 16, 2022 meeting. Upon review, we provide the following comments:

1. [Application of Brunson & Company, LLC. for a rear yard setback variance from 15 feet to 3 feet on a .49± acre tract located on the east side of Maple Valley Drive at its intersection with Friendship Road; a.k.a. 3600 Maple Valley Drive; Zoned R-I; Tax Parcel 15048H000001. Proposed Use: new sign monument. * Commission District 1.](#)

- a) **Engineering:** Sign appears to be on GDOT right-of-way per deed book 6865, page 418 (see attached). A survey showing the GDOT right-of-way take and the remnant subdivision lot should be recorded. The updated survey should be used for any site submittal. GDOT must approve the site plan before moving forward.
- b) **Traffic:** Due to the close proximity to State right-of-way, recommend GDOT approval be required.
- c) **Utilities:** No comments.

2. [Application of Juana Gomez-Garcia and Andres Gomez-Gomez for a front yard setback variance from 40 feet to 30 feet and rear yard setback variance from 25 feet to 10 feet on a .34± acre tract located on the east side of Outer Circle approximately 208 feet from its intersection with Oak Hill Circle; a.k.a. 2825 Outer Circle; Zoned AR-III; Tax Parcel 15023B000075. Proposed use: to place a mobile home onto property.* Commission District 3.](#)

- a) **Engineering:** The site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- b) **Traffic:** No traffic comments.
- c) **Utilities:** No sewer connection available; not sure if septic system will fit.

3. [Application of Jay Wilhoite for a Use Subject to County Commission approval on a 4.75± acre tract located on the west side of Candler Road approximately 175 feet from its intersection with Roy Parks Road; a.k.a. 2654 Candler Road; Zoned H-B; Tax Parcel 15030 000008. Proposed Use: retail units and self-storage warehouses.** Commission District 3.](#)



Hall County Government

PUBLIC WORKS AND UTILITIES

- a) **Engineering:** The site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation, not centerline of creek.
- b) **Traffic:** Driveway would be permitted by GDOT.
- c) **Utilities:** Located in Gainesville-Hall County joint sewer district. Currently, Hall County has no sanitary sewer in this area.

4. [Application of Bark Camp Farm for a Use Subject to County Commission on a 30.62± acre tract located on the south side of Hunter Road approximately 1,252 feet from its intersection with Cleveland Highway; a.k.a. 4294 Hunter Road; Zoned AR-IV; Tax Parcel 12023 000010. Proposed use: Farm-style dog daycare, boarding facility and family/community events. ** Commission District 3.](#)

- a) **Engineering:** The site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious thresholds for impervious surfaces and/or disturbed acreage. Show buffer and impervious setback from wretched vegetation not centerline of creek. Show flood.
- b) **Traffic:** No comments.
- c) **Utilities:** No comments.

5. [Application on Ayoub Botrus to amend conditions of a Planned Commercial Development \(PCD\) on a .36± acre tract located on the south side of Mcever Road approximately 347 feet from its intersection with Waterworks Road; a.k.a. 3053 & 3087 Mcever Road; Zoned PRD; Tax Parcel 07299 002007A & 002007. Proposed Use: auto sales. ** Commission District 2.](#)

- a) **Engineering:** The site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
- b) **Traffic:** No traffic comments.
- c) **Utilities:** Buford Sewer

6. [Application of George R. Rucker to rezone from Highway Business and Agricultural Residential-IV to Agricultural Residential-IV \(AR-IV\) on a 33.59± acre tract located at its intersection with Lenox Drive; a.k.a 2122, 2118, 2104, 2110, 2108, and 2114 Athens Highway; Zoned H-B and AR-IV; Tax Parcels 15032 000001E, 000001, 000054, 000007, 000074, and 000001C. Purposed Use: agriculture. ** Commission District 3.](#)

- a) **Engineering:** The site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched vegetation, not centerline of creek.
- b) **Traffic:** Driveways would be permitted by GDOT.
- c) **Utilities:** No sewer from Hall County.

ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: JAY WILHOITE

REQUEST: USE SUBJECT TO BOC FOR RETAIL UNITS + SELF-STORAGE

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: 5-16-22 AND Date: 6-22-22
Time: 5:15 p.m. AND Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809





ZONING NOTICE
THIS PROPERTY IS ZONED R-1 (RESIDENTIAL SINGLE-FAMILY)
ALL USES PERMITTED UNLESS OTHERWISE SPECIFIED
USE SUBJECT TO SOG
FOR RETAIL OUTDOOR STORAGE
Phone: 202.333.4400
AMC Home & 551 P.O.
www.amc.com

2654



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 303/2022

SUBJECT: Approve the award of RFQ/P #43-001 Demand Services for Professional Architectural Services for Public Works & Utilities to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is \$200,000.00.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: SY

Recommendation: Approve award to Precision Planning Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International Inc. of Duluth, GA.

Purpose of Request: Approve the award of RFQ/P #43-001 Demand Services for Professional Architectural Services for Public Works and Utilities to Precision Planning, Inc. of Lawrenceville, GA, CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.) of Suwanee, GA and Hussey, Gay, Bell & DeYoung International, Inc. of Duluth, GA. The estimated annual cost is \$200,000.00.

History: The County uses these vendors to assist with building design projects such as Fire Stations, Parks, and other County projects that may require architectural and planning services. These three (3) vendors have held a similar contract in the past and are in good standing within the County.

Facts and Issues:

Options:

This contract will be year one (1) of a possible five year (5) contract. The terms can be renewed on annual basis up to 4 (four) times. This bid was sent to 36 vendors. Eight (8) vendors responded with bid submissions. The evaluation committee has recommended three (3) vendors to represent this bid.

Funding Requested \$ 200,000.00
Are funds within current budget? Yes
Source of Funds Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes
Has it been reviewed by the County Attorney? No
Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
DH	BN	BN	AP
Budget	Finance	Attorney	Administration
TS	WG	WLI	LJ
Clerk			
JR			

Attachments:

- Financial Supplement
- PPI pricing proposal
- PPI contract
- Hussey Gay Bell contract
- Hussey Gay Bell price proposal
- CPL price proposal
- CPL contract
- Bidder's list
- Bid tab
- Bid opening info



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 303/2022

Funds Requested: \$ 200,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
FY23	TBD	TBD	5419 - DESIGN & ENGINEERING	\$200,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 770-531-6800

Standard Hourly Rates 2022

Principal-in-Charge	\$185.00/Hour
Senior Project Architect.....	\$140.00/Hour
Project Architect.....	\$120.00/Hour
Senior Project Manager	\$150.00/Hour
Project Manager	\$125.00/Hour
Job Captain	\$100.00/Hour
Intern Architect	\$90.00/Hour
Interior Designer.....	\$90.00/Hour
Senior Civil Engineer.....	\$140.00/Hour
Civil Engineer	\$120.00/Hour
Senior Landscape Architect	\$140.00/Hour
Landscape Architect	\$90.00/Hour
CADD Technician	\$80.00/Hour
Project Administrator	\$90.00/Hour
Senior Project Assistant.....	\$80.00/Hour
Project Assistant.....	\$70.00/Hour
Structural Engineer.....	\$140.00/Hour
Mechanical/Plumbing Engineer.....	\$140.00/Hour
Electrical Engineer	\$140.00/Hour
Cost Estimator	\$110.00/Hour
Senior Surveyor	\$150.00/Hour
Survey Manager.....	\$130.00/Hour
Survey Coordinator.....	\$100.00/Hour
Survey Technician.....	\$90.00/Hour
Survey Crew.....	\$175.00/Hour

**Demand Services Contract for Professional
Architectural Services
RFQ/P #43-001**

**Precision
Planning, Inc.**

<u>Item</u>	<u>Std. Hourly Rate</u>
1 Administrative	
2 Administrative - Consultants	
3 Administrative - Prime Firm - Architect	
4 Architect / Principal - Prime Firm Architect	
5 Architect I	
6 Architect II	
7 Architect III	
8 Architectural Technician I	
9 Architectural Technician II	
10 Architectural Technician III	
11 Associates & Interior Designer - Prime Firm Architect	
12 CAD Technician -	
13 CAD Technicians - Consultants	
14 CAD Technicians - Prime Firm - Architect	\$80.00
15 Civil Engineer	\$120.00
16 Clerical	
17 Cost Estimator	\$110.00
18 Direct of Development Strategies	
19 Electrical Engineer	\$140.00
20 Field Technician	
21 Four Man Field Crew	
22 Interior Designer	\$90.00
23 Interior Designer I	
24 Intern Architect	\$90.00
25 Job Captain	\$100.00
26 Junior Engineers - Consultants	
27 Landscape Architect	\$90.00
28 Managing Principal	
29 Mechanical / Plumbing Engineer	\$140.00
30 Mechanical Engineer	
31 One Man Crew (GPS/RTK)	
32 One Man Field Crew	
33 Plumbing Engineer	
34 Principal	
35 Principal Architect	
36 Principal Engineer - Consultants	
37 Principal-In-Charge	\$185.00
38 Professional Architect (Testimony & Preparation)	
39 Project Administrator	\$90.00
40 Project Architect	\$120.00
41 Project Assistant	\$70.00
42 Project Designer	
43 Project Director	
44 Project Engineer	
45 Project Landscape Architect	
46 Project Manager	
47 Project Manager - Consultants	
48 Project Manager - Prime Firm Architect	\$125.00

**Demand Services Contract for Professional
Architectural Services
RFQ/P #43-001**

**Precision
Planning, Inc.**

<u>Item</u>	<u>Std. Hourly Rate</u>
49 Project Surveyor	
50 Senior Civil Engineer	\$140.00
51 Senior Designer	
52 Senior Engineers	
53 Senior Engineers - Consultants	
54 Senior Landscape Architect	\$140.00
55 Senior Project Architect	\$140.00
56 Senior Project Assistant	\$80.00
57 Senior Project Manager	\$150.00
58 Senior Surveyor	\$150.00
59 Staff Designer	
60 Staff Engineer	
61 Staff Landscape Architect	
62 Staff Surveyor	
63 Structural Engineer	\$140.00
64 Survey Coordinator	\$100.00
65 Survey Manager	\$130.00
66 Survey Technician	\$90.00
67 Surveying (2-Man Crew)	
68 Surveying (3-Man Crew)	
69 Surveying (4-Man Crew)	\$175.00
70 Three Man Field Crew	
71 Two Man Crew (GPS/RTK)	
72 Two Man Field Crew	

Demand Service for Architectural Services

This agreement, made and entered into this the 1st. day of July, 2022, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and Precision Planning, Inc., 400 Pike Boulevard, Lawrenceville, GA 30046, hereafter referred to as "Contractor").

Witnessed:

Whereas, the County intends to contract to provide services for **Demand Services for architectural services** per RFQ/P #43-001, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

Hall County's RFQ/P #43-001 issued on April 21, 2022, the Bidder's response (All originals are on file in the Hall County Purchasing Department, 2875 Browns Bridge Rd 4th Floor - Purchasing, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference.

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

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

Subscribed and sworn to in our presence

this _____ day of _____, 2022

Hall County, Georgia

By: _____

Notary Comm. Exp.

By: _____

Richard Higgins
Chairman

Subscribed and sworn to in our presence

this 3rd day of June, 2022

Precision Planning, Inc.

By: Kathy F. Barker

4/6/2022
Notary Comm. Exp.

By: Elizabeth A. Hudson

Elizabeth A. Hudson, RA
Executive Vice President



STATE OF GEORGIA
COUNTY OF HALL

CONTRACT RFQ/P #43-001

Demand Service for Architectural Services

This agreement, made and entered into this the 1st. day of July, 2022, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and Hussey, Gay, Bell & DeYoung International Inc., 2160 Satellite Boulevard, Suite 250, Duluth, GA 30097, hereafter referred to as "Contractor").

Witnessed:

Whereas, the County intends to contract to provide services for **Demand Services for architectural services** per RFQ/P #43-001, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

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

Subscribed and sworn to in our presence

this _____ day of _____, 2022

By: _____

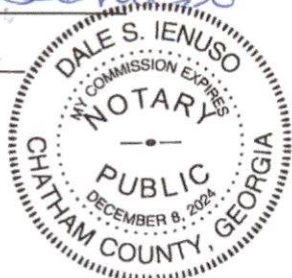
Notary Comm. Exp.

Subscribed and sworn to in our presence

his 2nd day of June, 2022

By: Dale S. Ienuso

12/08/2024
Notary Comm. Exp.



Hall County, Georgia

By: _____

Richard Higgins
Chairman

Hussey, Gay, Bell & DeYoung
International, Inc.

By: [Signature]

Anthony Uhrich, CPA
CFO & Vice President

HUSSEY GAY BELL
Established 1958

Hussey, Gay, Bell & DeYoung
International, Inc.
Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
9/1/2021

Professional Architect (Testimony & Preparation)	345.00
Managing Principal	180.00
Principal Architect	155.00
Architect III	150.00
Architect II	130.00
Architect I	120.00
Intern Architect	95.00
Architectural Technician III	120.00
Architectural Technician II	110.00
Architectural Technician I	90.00
Interior Designer I	70.00
Administrative	65.00

HUSSEY GAY BELL*Established 1958*

Hussey, Gay, Bell & DeYoung, Inc.
Consulting Engineers
Savannah, Georgia

SCHEDULE OF HOURLY RATES

Rate Effective
01/2019

Principal Engineer	205.00
Professional Engineer (Testimony and Preparation)	345.00
Engineer V / Associate	185.00
Engineer IV	170.00
Engineer III	155.00
Engineer II	150.00
Engineer I	145.00
Assistant Engineer	130.00
Technician III	120.00
Technician II	115.00
Technician I	105.00
Landscape Architect	140.00
Senior Project Representative	110.00
Project Representative	95.00
Registered Land Surveyor III	165.00
Registered Land Surveyor II	145.00
Registered Land Surveyor I	130.00
3-Man Survey Crew	175.00
2-Man Survey Crew	165.00
1-Man Survey Crew	145.00
Senior Administrative	115.00
Administrative	75.00

Hourly Rates

TITLE	HOURLY RATE
Principal	\$240
Resource Principal	\$210
Senior Project Manager	\$195
Project Manager	\$185
Design Manager	\$190
Project Architect	\$165
Structural Engineer (Junior-Senior)	\$125 - \$180
Civil Engineer (Junior-Senior)	\$125 - \$180
Mechanical Engineer (Junior - Senior)	\$125 - \$180
Electrical Engineer (Junior - Senior)	\$125 - \$180
Plumbing Engineer (Junior - Senior)	\$125 - \$180
Interior Designer (Junior - Senior)	\$125 - \$180
Senior Landscape Architect	\$185
Landscape Architect	\$160
Draftsperson (Junior - Senior)	\$85 - \$125
Cost Estimator	\$160
Clerical	\$75



Demand Service for Architectural Services

This agreement, made and entered into this the 1st. day of July, 2022, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (P.C.), 3011 Sutton Gate Drive, Suite 130, Suwanee, GA 30024, hereafter referred to as "Contractor").

Witnessed:

Whereas, the County intends to contract to provide services for **Demand Services for architectural services** per RFQ/P #43-001, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

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

Subscribed and sworn to in our presence

this _____ day of _____, 2022

Hall County, Georgia

By: _____

By: _____

Richard Higgins
Chairman

Notary Comm. Exp.

Subscribed and sworn to in our presence

his 3rd day of June, 2022

CPL Architects, Engineers, Landscape
Architect and Surveyor, D.P.C. (P.C.)

By: Brenda C. Farmer

By: Kevin J. McOmber

Kevin J. McOmber, PE
Principal / Executive Vice President

5/25/23
Notary Comm. Exp.



**#43-001 Demand Services Contract for
Architectural Services
918-15**

COMPANY NAME	MAILING ADDRESS 1	MAILING ADDRESS 2	CITY	STATE	ZIP
AMEC FOSTER WHEELER	1075 BIG SHANTY ROAD NW	SUITE 100	KENNESAW	GA	30144
AXIAS GA LLC	3675 CRESTWOOD PARKWAY	SUITE 222	DULUTH	GA	30046
AXIS INFRASTRUCTURE, LLC	1111 CAMBRIDGE SQUARE		ALPHARETTA	GA	30009
BACHMAN & ASSOCIATES	337 BOULEVARD N.E.		GAINESVILLE	GA	30501
BREWSTER & CROCKER ARCHITECTS	410 BRADFORD ST NW		GAINESVILLE	GA	30501
CAS ARCHITECTURE	183 N PERRY ST.		LAWRENCEVILLE	GA	30046
CLARK PATTERSON LEE	3011 SUTTON GATE DRIVE	SUITE 130	SUWANEE	GA	30024
COOPER CARRY, INC.	191 PEACHTREE ST, NE	SUITE 2400, TOWER PLACE	ATLANTA	GA	30303
EPSTEN GROUP	399 EDGEWOOD AVENUE		ATLANTA	GA	30312
GOODWYN MILLS& CAWOOD, INC.	6120 POWERS FERRY RD., NW	SUITE 200	ATLANTA	GA	30339
GSB ARCHITECTS & INTERIORS, INC.	3091 E. SHADOWLAWN AVE. NE		ATLANTA	GA	30305
H. LLOYD HILL ARCHITECTS & ASSOCIATES, INC.	736 GREEN ST, NE		GAINESVILLE	GA	30501
HAYES, JAMES & ASSOCIATES, INC.	3100 BRECKINRIDGE BLVD.	BLDG. 300	DULUTH	GA	30096
HUSSEY GAY BELL	6224 SUGARLOAF PKWY	STE 150	DULUTH	GA	30097
INTEGRATED MARKETING SYSTEMS (IMS)	945 HORNBLEND ST	SUITE G	SAN DIEGO	GA	92109
JMD ARCHITECTS	1002 E WASHINGTON ST		GREENVILLE	SC	29601
LOSE @ ASSOCIATES, INC.	220 W. CROGAN ST.	SUITE 100	LAWRENCEVILLE	GA	30046
MCFARLAND-DYER & ASSOCIATES, INC.	4174 SILVER PEAK PKWY		SUWANEE	GA	30024
NEW SPACE DESIGN, INC.	3331 NORTH BERKELEY LAKE ROAD	SUITE 200	DULUTH	GA	30096
NOVUS ARCHITECTS	45 TECHNOLOGY PARKWAY SOUTH	SUITE 150	PEACHTREE CORNERS	GA	30092
PIEPER O'BRIEN HERR ARCHITECTS	3000 ROYAL BLVD S		ALPHARETTA	GA	30022
POND & COMPANY	3500 PKWY LANE	SUITE 600	NORCROSS	GA	30092
PRECISION PLANNING, INC.	400 PIKE BLVD.		LAWRENCEVILLE	GA	30046
PRECISION PLANNING, INC.	400 PIKE BLVD.		LAWRENCEVILLE	GA	30046
ROBERT AND COMPANY	229 PEACHTREE STREET	SUITE 2000	ATLANTA	GA	30303
ROCHESTER & ASSOCIATES, INC.	425 OAK ST, NW		GAINESVILLE	GA	30501
SIZEMORE GROUP, LLC	1700 COMMERCE DR, NW		ATLANTA	GA	30318
SMALLWOOD, REYNOLDS, STEWART, STEWART	3565 PIEDMONT ROAD, ONE PIEDMONT CENTER	SUITE 303	ATLANTA	GA	30305
STUDIO 8 DESIGN ARCHITECTS	2722 N OAK ST, UPPER LEVEL		VALDOSTA	GA	31602
THE ARCHITECT GROUP	381 VENABLE STREET		ATLANTA	GA	30313
THE DAVIES COLLABORATIVE	5453 BURNET ROAD	SUITE 202	AUSTIN	TX	78756
TSW	1447 PEACHTREE STREET, NE	SUITE 850	ATLANTA	GA	30309
WAKEFIELD BEASLEY & ASSOCIATES	5200 AVALON BOULEVARD		ALPHARETTA	GA	30009
WILEY WILSON	127 NATIONWIDE DRIVE		LYNCHBURG	VA	24502
WILLIAMS & ASSOCIATES	2470 DANIELLS BRIDGE ROAD	SUITE 161	ATHENS	GA	30606
WSP USA	1123 ZONOLITE RD, NE	SUITE 25	ATLANTA	GA	30306

Cost Proposal Info - Std. Hourly Rate

<u>Item</u>	Precision Planning	TSW	Hussey, Gay, Bell	Pieper O'Brien
Administrative		\$65.00	\$75.00	
Administrative Assistant I				
Administrative Assistant II				
Administrative - Consultants		\$55 - \$65		
Administrative - Senior			\$115.00	
Architect / Principal		\$175.00		
Architect - Project Manager		\$110.00		
Architect I			\$120.00	
Architect II			\$130.00	
Architect III			\$150.00	
Architectural Technician I			\$90.00	
Architectural Technician II			\$110.00	
Architectural Technician III			\$120.00	
Architectural Designer		\$70 - \$110		
Assistant Engineer			\$130.00	
CAD Technician	\$80.00			
Civil Engineer	\$120.00			
Civil Engineer - Travis Pruitt and Associates				
Clerical				\$75.00
Cost Estimator	\$110.00	\$85.00		
Cost Estimator - Palacio Collaboratiave				
Cost Estimating Principal		\$150.00		
Cost Estimating Project Manager		\$98.00		
Design Structural Engineer		\$150.00		
Designer		\$160.00		\$160.00
Design Manager				
Director of Architecture				
Director of Interiors				
Draftsperson				
Electrical Engineer	\$140.00			
Electrical Engineer - Molnar Jordan & Assoc.				
Engineer I			\$145.00	
Engineer II			\$150.00	
Engineer III			\$155.00	
Engineer IV			\$170.00	
Engineer V / Associate			\$185.00	
Executive VP / Senior VP				
Executive Administrative Assistant				
Field Crew Supervisor				
Graphic Designer				\$120.00
Graphic Design Manager				\$140.00
Interior Designer	\$90.00			\$130.00
Interior Designer I			\$70.00	
Intern Architect	\$90.00		\$95.00	
Intern I (Architecture Engineering / Environmental Sciences / Interior Design)				
Intern II (Architecture Engineering / Environmental Sciences / Interior Design)				
Job Captain	\$100.00			
Landscape Architect	\$90.00	\$195.00	\$140.00	
Landscape Architect - Travis Pruitt and Associates				

Landscape Architectural Designer	\$80 - \$110		
Low Voltage Project Engineer	\$135.00		
Low Voltage Project Manager / Sr. Engineer	\$155.00		
Managing Principal		\$180.00	
Mechanical / Plumbing Engineer	\$140.00		
Mechanical / Plumbing Engineer - Molnar Jordan & Assoc.			
Mechanical / Electrical / Plumbing CADD Drafter (MEP)	\$65.00		
Mechanical / Electrical / Plumbing Designer (MEP)	\$75.00		
Mechanical / Electrical / Plumbing Principal (MEP)	\$200.00		
Mechanical / Electrical / Plumbing Project Engineer (MEP)	\$100.00		
Mechanical / Electrical / Plumbing Senior Designer (MEP)	\$85.00		
Mechanical / Electrical / Plumbing Senior Engineer (MEP)	\$125.00		
Plumbing Engineer			
Principal Architect		\$155.00	
Principal - Building & Space Assesor			
Principal Engineer		\$205.00	
Principal Engineer - Travis Pruitt and Associates			
Principal-In-Charge	\$185.00		\$220.00
Principal Interior Designer			
Principal Scientist			
Professional I (Architect / Engineer / Interior Design / Project Manager / Scientist)			
Professional II (Architect / Engineer / Interior Design / Project Manager / Scientist)			
Professional Architect (Testimony & Preparation)		\$345.00	
Professional Engineer (Testimony & Preparation)		\$345.00	
Professional Land Surveyor			
Project Administrator	\$90.00		
Project Architect	\$120.00		
Project Assistant	\$70.00		
Project Engineer - Travis Pruitt and Associates			
Project Manager	\$125.00		\$180.00
Project Manager - Travis Pruitt and Associates			
Project Representative		\$95.00	
Project Technician			\$130.00
Registered Land Surveyor I		\$130.00	
Registered Land Surveyor II		\$145.00	
Registered Land Surveyor III		\$165.00	
Resource Principal			
REVIT / CADD Technician	\$105.00		
Senior Designer			\$180.00
Senior Civil Engineers	\$140.00		
Senior Interior Designer			\$145.00
Senior Landscape Architect	\$140.00		
Senior Professional (Architect / Engineer / Interior Design / Project Manager / Scientist)			
Senior Project Architect	\$140.00		
Senior Project Assistant	\$80.00		
Senior Project Manager	\$150.00		\$190.00
Senior Project Representative		\$110.00	
Senior Project Technician			\$130.00
Senior Surveyor	\$150.00		
Structural Engineer	\$140.00		
Structural Engineer - Palmer Engineering			\$225.00
Structural Engineer Drafter / CADD Personnel	\$100.00		
Structural Engineer / Principal	\$200.00		

Survey Coordinator	\$100.00	
Survey Manager	\$130.00	
Survey Technician	\$90.00	
Surveying (1-Man Crew)		\$145.00
Surveying (2-Man Crew)		\$165.00
Surveying (3-Man Crew)		\$175.00
Surveying (4-Man Crew)	\$175.00	
Technical I (Contract Spec. / CADD Tech. / Designer / Drafting, CA, ROW, Field Tech, Inspector)		
Technical II (Contract Spec. / CADD Tech. / Designer / Drafting, CA, ROW, Field Tech, Inspector)		
Technical III (Contract Spec. / CADD Tech. / Designer / Drafting, CA, ROW, Field Tech, Inspector)		
Technician I		\$105.00
Technician II		\$115.00
Technician III		\$120.00
Vice President		

Item

Sizemore Group	GMC	Chad, Alexander, Smith (CAS)	Clark, Patterson, Lee (CPL)
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Administrative	\$90.00		
Administrative Assistant I		\$60.00	
Administrative Assistant II		\$70.00	
Administrative - Consultants			
Administrative - Senior			
Architect / Principal			
Architect - Project Manager			
Architect I	\$150.00		
Architect II			
Architect III			
Architectural Technician I			
Architectural Technician II			
Architectural Technician III			
Architectural Designer			
Assistant Engineer			
CAD Technician			
Civil Engineer		\$115.00	\$125 - \$180
Civil Engineer - Travis Pruitt and Associates	\$150.00		
Clerical			\$75.00
Cost Estimator		\$100.00	\$160.00
Cost Estimator - Palacio Collaboratiave	\$175.00		
Cost Estimating Principal			
Cost Estimating Project Manager			
Design Structural Engineer			
Designer			
Design Manager			\$190.00
Director of Architecture	\$185.00		
Director of Interiors	\$185.00		
Draftsperson			(\$85 - \$125)
Electrical Engineer		\$135.00	\$125 - \$180
Electrical Engineer - Molnar Jordan & Assoc.	\$170.00		
Engineer I			
Engineer II			

Engineer III			
Engineer IV			
Engineer V / Associate			
Executive VP / Senior VP	\$225.00		
Executive Administrative Assistant	\$80.00		
Field Crew Supervisor	\$150.00		
Graphic Designer			
Graphic Design Manager			
Interior Designer		\$90.00	\$125 - \$180
Interior Designer I			
Intern Architect	\$110.00	\$90.00	
Intern I (Architecture Engineering / Environmental Sciences / Interior Design)		\$110.00	
Intern II (Architecture Engineering / Environmental Sciences / Interior Design)		\$130.00	
Job Captain		\$95.00	
Landscape Architect		\$90.00	\$160.00
Landscape Architect - Travis Pruitt and Associates	\$120.00		
Landscape Architectural Designer			
Low Voltage Project Engineer			
Low Voltage Project Manager / Sr. Engineer			
Managing Principal			
Mechanical / Plumbing Engineer		\$135.00	\$125 - \$180
Mechanical / Plumbing Engineer - Molnar Jordan & Assoc.	\$170.00		
Mechanical / Electrical / Plumbing CADD Drafter (MEP)			
Mechanical / Electrical / Plumbing Designer (MEP)			
Mechanical / Electrical / Plumbing Principal (MEP)			
Mechanical / Electrical / Plumbing Project Engineer (MEP)			
Mechanical / Electrical / Plumbing Senior Designer (MEP)			
Mechanical / Electrical / Plumbing Senior Engineer (MEP)			
Plumbing Engineer			\$125 - \$180
Principal Architect	\$250.00	\$250.00	
Principal - Building & Space Assesor	\$250.00		
Principal Engineer		\$250.00	
Principal Engineer - Travis Pruitt and Associates	\$250.00		
Principal-In-Charge	\$250.00		\$240.00
Principal Interior Designer		\$250.00	
Principal Scientist		\$250.00	
Professional I (Architect / Engineer / Interior Design / Project Manager / Scientist)		\$150.00	
Professional II (Architect / Engineer / Interior Design / Project Manager / Scientist)		\$175.00	
Professional Architect (Testimony & Preparation)			
Professional Engineer (Testimony & Preparation)			
Professional Land Surveyor	\$170.00		
Project Administrator		\$90.00	
Project Architect		\$110.00	\$165.00
Project Assistant		\$70.00	
Project Engineer - Travis Pruitt and Associates	\$150.00		
Project Manager		\$110.00	\$185.00
Project Manager - Travis Pruitt and Associates	\$170.00		
Project Representative			
Project Technician			
Registered Land Surveyor I			
Registered Land Surveyor II			
Registered Land Surveyor III			

Resource Principal			\$210.00
REVIT / CADD Technician			
Senior Designer			
Senior Civil Engineers		\$135.00	
Senior Interior Designer			
Senior Landscape Architect		\$135.00	\$185.00
Senior Professional (Architect / Engineer / Interior Design / Project Manager / Scientist)	\$200.00		
Senior Project Architect		\$135.00	
Senior Project Assistant		\$80.00	
Senior Project Manager		\$135.00	\$195.00
Senior Project Representative			
Senior Project Technician			
Senior Surveyor			
Structural Engineer		\$135.00	\$125 - \$180
Structural Engineer - Palmer Engineering			
Structural Engineer Drafter / CADD Personnel			
Structural Engineer / Principal			
Survey Coordinator		\$95.00	
Survey Manager		\$110.00	
Survey Technician		\$90.00	
Surveying (1-Man Crew)			
Surveying (2-Man Crew)	\$150.00	\$125.00	
Surveying (3-Man Crew)	\$185.00	\$155.00	
Surveying (4-Man Crew)	\$215.00	\$165.00	
Technical I (Contract Spec. / CADD Tech. / Designer / Drafting, CA, ROW, Field Tech, Inspector)	\$80.00		
Technical II (Contract Spec. / CADD Tech. / Designer / Drafting, CA, ROW, Field Tech, Inspector)	\$110.00		
Technical III (Contract Spec. / CADD Tech. / Designer / Drafting, CA, ROW, Field Tech, Inspector)	\$140.00		
Technician I			
Technician II			
Technician III			
Vice President	\$200.00		

COMPETITIVE BID TABULATION

FINANCIAL SERVICES DEPARTMENT
PURCHASING DIVISION

DATE 5-19-22
BID # 43-001

PAGE 1 OF 3

D.S. for Professional Architectural Services
BID NAME

SUPPLIER	#1 <u>Precision Planning</u>	#2 <u>TSW</u>	#3 <u>Hussey, Gary, Bell</u>
PHONE			
QUOTER	<u>Lawrenceville Atlanta, GA</u>	<u>Duluth, GA</u>	
TERMS	<u>GA</u>		
DELIVERY			
FREIGHT COST	<u>Wiz Hudson, Heather Hebble</u>	<u>Chris Caudle</u>	

ITEM	QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

BUDGETED AMOUNT	GRAND TOTAL	GRAND TOTAL	GRAND TOTAL
TOTAL AWARD	AWARD TOTAL	AWARD TOTAL	AWARD TOTAL
BIDS MAILED _____ (H) _____	ITEMS AWARDED	ITEMS AWARDED	ITEMS AWARDED
BIDS RECEIVED _____ (H) _____	P.O. NUMBER	P.O. NUMBER	P.O. NUMBER

REMARKS _____

Robert Forrester
SIGNATURE

BID NAME _____

SUPPLIER	#1 <u>GMC</u>	#2 <u>CPH</u>	#3
PHONE			
QUOTER	<u>Atlanta, GA</u>	<u>Swansea, GA</u>	
TERMS			
DELIVERY	<u>Amy Bell</u>	<u>Kevin McEntee</u>	
FREIGHT COST			

ITEM	QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

BUDGETED AMOUNT	GRAND TOTAL	GRAND TOTAL	GRAND TOTAL
TOTAL AWARD	AWARD TOTAL	AWARD TOTAL	AWARD TOTAL
BIDS MAILED _____ (H) _____	ITEMS AWARDED	ITEMS AWARDED	ITEMS AWARDED
BIDS RECEIVED _____ (H) _____	P.O. NUMBER	P.O. NUMBER	P.O. NUMBER

REMARKS _____

SIGNATURE



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 291/2022

SUBJECT: Approve the award of RFP #42-025 Design Build Culvert Replacements for Public Works & Utilities to E.R. Snell Contractors, Inc., of Snellville, GA. The estimated cost is \$1,213,789.00.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: SY

Recommendation:
Approve the award to E.R. Snell Contractors, Inc.

Purpose of Request:

Approve the award of RFP #42-025 Design-Build Services Culvert Replacements for Public Works & Utilities Department to E.R. Snell Contractors, Inc., of Snellville, GA. The estimated cost is \$1,213,789.00.

History:

The County has previously allowed Corrugated Metal Pipes (CMP) under County maintained roads. CMP has a shorter life-span in comparison to other pipe materials like Reinforced Concrete Pipe (RCP) and High-Density Polyethylene Pipe (HDPE). The County no longer allows the installation of CMP under Hall County Maintained Roads.

Facts and Issues:

Bid obtained pricing for nine (9) different existing culvert sites for design-build services to replace culverts. At this time, Engineering recommends using this contract for only two (2) of the nine (9) sites based on culvert priority. These sites are located near 2498 Venture Drive and 4145 Burgundy Way This bid will be closed after these two sites and the vendor has been notified. These culverts will be replaced with materials such as RCP or HDPE. This is a FY23 CIP project.

Options:

Funding Requested

\$ 1,213,789.00

Are funds within current budget?

Yes

Source of Funds

SPLOST VIII

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

No

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
DH	BN	BN	AP
Budget	Finance	Attorney	Administration
TS	WG	WLI	LJ
Clerk			
JR			

Attachments:

Financial Supplement
E.R. Snell - bid #42-036



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 291/2022

Funds Requested: \$ 1,213,789.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
FY23	028 - SPLOST VIII	1816 - SP-VIII CULVERT REPLACE	5009 - INFRASTRUCTURE	\$1,213,789.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: FM

Phone: 770-531-6800

Design Build Culvert Replacements

This agreement, made and entered into this the 25th. day of May, 2022, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and E.R. Snell Contractors, Inc., 1785 Oak Road, Snellville, GA 30078; hereafter, referred to as "Contractor").

Witnessed:

Whereas, the County intends to contract to provide services for **design and build of culverts** per RFP #42-025, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

Hall County's RFP #42-025 issued on March 25, 2022, the Bidder's response (All originals are on file in the Hall County Purchasing Department, 2875 Browns Bridge Rd 4th Floor - Purchasing, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference.

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

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

Subscribed and sworn to in our presence

this _____ day of _____, 2022

By: _____

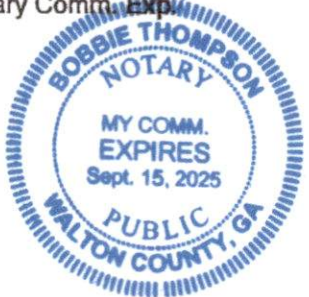
Notary Comm. Exp.

Subscribed and sworn to in our presence

this 25th day of May, 2022

By: Bobbie Thompson

September 15, 2025
Notary Comm. Exp.



Hall County, Georgia

By: _____
Richard Higgins
Chairman

E.R. Snell

By: TR WCA
Randy Griffin, Sr. VP
Tom Clowery Vice President





Hall County Government
FINANCIAL SERVICES

MEMORANDUM

To: Board of Commissioners
From: Debra Howington, Buyer
Date: May 26, 2022
Re: E.R. Snell Contractors Inc.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Engineering Department is seeking approval to procure the services of E.R. Snell Contractors Inc. of Snellville, GA for the replacement of culvert pipe at 2498 Venture Drive and 4145 Burgundy Way. The work will include engineering, design, survey, geotechnical, technical specifications, permitting and construction services for this project. The total cost of the project is \$1,213,789.00. The funding source is 1816-5009-028-1816-5009 for SP-VIII Culvert Replace – Infrastructure.

If you have any questions, please contact the Purchasing Dept.

Summary Bid Form

Bid Item No.	Description	Quantity	Unit	Site 1 Unit Price	Site 2 Unit Price	Site 3 Unit Price	Site 4 Unit Price	Site 5 Unit Price	Site 6 Unit Price	Site 7 Unit Price	Site 8 Unit Price	Site 9 Unit Price	Bid Item Summar
1.01	Design Development and Permitting (Per GDOT Standards)	1	LS	\$26,100	\$26,100	\$26,100	\$26,100	\$26,100	\$26,100	\$26,100	\$26,100	\$26,100	
1.02	Construction Engineering Inspection & Construction Administration	1	LS	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	
1.03	Mobilization / Demobilization	1	LS	\$67,200	\$67,200	\$84,550	\$17,950	\$116,450	\$116,450	\$85,700	\$17,950	\$67,200	
1.04	Maintenance of Traffic	1	LS	\$8,520	\$8,520	\$8,520	\$8,520	\$8,520	\$8,520	\$8,520	\$8,520	\$8,520	
1.05	Infrastructure	1	LS	\$160,724	\$288,769	\$521,930	\$160,270	\$574,223	\$132,828	\$131,404	\$142,756	\$373,818	
1.06	Roadway	1	LS	\$74,750	\$74,750	\$68,150	\$68,150	\$74,750	\$16,335	\$74,750	\$74,750	\$68,150	
1.07	Pavement Markings	1	LS	\$2,050	\$2,050	\$2,050	\$2,050	\$2,050	\$0	\$2,050	\$2,050	\$2,050	
1.08	Site Restoration	1	LS	\$6,850	\$6,850	\$6,850	\$6,850	\$6,850	\$6,850	\$6,850	\$6,850	\$6,850	
1.09	Contingency	1	AL	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
Site Totals				\$356,894.00	\$484,939.00	\$728,850.00	\$300,590.00	\$819,643.00	\$317,783.00	\$346,074.00	\$289,676.00	\$563,388.00	\$4,207,837.00



Hall County Board of Commissioners
Purchasing Department
 Pre-Bid Conference, Tuesday, April 5, 2022, 9:00am
 RFP #42-025 Design-Build Service Culvert Replacements

NOTE: If you are representing a business consortium or alternate business group, you must also provide that business interest's name; Ex: 'ABC Corp. for XYZ Group'

PLEASE PRINT

Company Name	Contact Name	Address	Email Address	Phone
GP's Enterprises, Inc Georgia Bridge + Concrete	Ben Colson	1500 Hwy 124 Auburn, GA	bcolson@georgiabridge.net	770-680-3097
ER Snell Contractor Inc.	Tommy Miller	1785 Oak Rd. Snellville Ga 30078	tmiller@ersnell.com	770-985-0600
Atlas Technical Consultant	Bobby Shayan	2550 Heritage Ct. ste 250 Atlanta, GA 30339	bshayan@longeng.com	470-216-0228
Optech Monette, LLC	Paige Alexander	2150 Brandon Trail Alpharetta, GA 30004	paigemonette@gmail.com	770-335-7610
ER Snell Contractor Inc	Randy Griffin	1785 Oak Rd Snellville Ga 30078	RGriffin@crsnell.com	(7) 985-0600

Debra A. Howington (Purchasing)

From: Jorge Gomez (Engineering)
Sent: Wednesday, May 25, 2022 10:57 AM
To: Debra A. Howington (Purchasing)
Cc: Bill Nash (Public Works); Frank Miller (Engineering)
Subject: RE: CULVERT BID
Attachments: ER Snell Bid Summary.pdf

Debra,

We would like to proceed with sites 2 and 3 on ER Snell's attached bid.

Please advise if you have any questions or would like to discuss further.

Respectfully,
Jorge A. Gomez, P.E.
Hall County – Assistant County Engineer
Department of Public Works
Engineering Division
2875 Browns Bridge Road
Gainesville, Georgia 30503



From: Debra A. Howington (Purchasing)
Sent: Tuesday, May 17, 2022 10:29 AM
To: Jorge Gomez (Engineering) <jorge.gomez@hallcounty.org>; Frank Miller (Engineering) <fmiller@hallcounty.org>
Cc: Bill Nash (Public Works) <bnash@hallcounty.org>; Andy Penick (Purchasing) <apenick@hallcounty.org>; Wesley Geddings (Finance) <wgeddings@hallcounty.org>; Srikanth Yamala (Public Works) <syamala@hallcounty.org>
Subject: RE: CULVERT BID

Good Morning Jorge,

This would be acceptable. You need to let me know which vendor and which sites. You will need to process a requisition to cover these also.

Respectfully,

Debra Howington, C.P.M.
Buyer
Hall County Financial Services
Purchasing Division
770-535-8263 Office
770-531-7112 Fax
dhowington@hallcounty.org
www.hallcounty.org



From: Jorge Gomez (Engineering) <jorge.gomez@hallcounty.org>
Sent: Wednesday, May 11, 2022 5:18 PM
To: Debra A. Howington (Purchasing) <dhowington@hallcounty.org>; Frank Miller (Engineering) <fmiller@hallcounty.org>
Cc: Bill Nash (Public Works) <bnash@hallcounty.org>; Andy Penick (Purchasing) <apenick@hallcounty.org>; Wesley Geddings (Finance) <wgeddings@hallcounty.org>; Srikanth Yamala (Public Works) <syamala@hallcounty.org>
Subject: RE: CULVERT BID

Good afternoon Debra,

We would like to proceed with only a couple critical sites from the RFP. We believe this may be acceptable as Section J of the RFP states "Hall County shall reserve the option to reject any or all bids, in whole or in part, or to select any bidder that the owner chooses to complete the described work." As such, we would be rejecting the sites we do not intend on proceeding with and awarding the critical sites that we have funding for and would like to proceed with.

Please advise if it would be possible to proceed in this fashion.

Please advise if you have any questions or would like to discuss further.

Respectfully,
Jorge A. Gomez, P.E.
Hall County – Assistant County Engineer
Department of Public Works
Engineering Division
2875 Browns Bridge Road
Gainesville, Georgia 30503



From: Debra A. Howington (Purchasing) <dhowington@hallcounty.org>
Sent: Wednesday, May 11, 2022 4:09 PM
To: Frank Miller (Engineering) <fmiller@hallcounty.org>; Jorge Gomez (Engineering) <jorge.gomez@hallcounty.org>
Cc: Bill Nash (Public Works) <bnash@hallcounty.org>; Andy Penick (Purchasing) <apenick@hallcounty.org>
Subject: CULVERT BID

Good Afternoon Frank and Jorge,

Have you made a decision yet which direction you want to go with this bid?

Respectfully,

Debra Howington, C.P.M.
Buyer
Hall County Financial Services
Purchasing Division
770-535-8263 Office
770-531-7112 Fax
dhowington@hallcounty.org
www.hallcounty.org

Summary Bid Form

Bid Item No.	Description	Quantity	Unit	Site 1 Unit Price	Site 2 Unit Price	Site 3 Unit Price	Site 4 Unit Price	Site 5 Unit Price	Site 6 Unit Price	Site 7 Unit Price	Site 8 Unit Price	Site 9 Unit Price	Bid Item Summary
1.01	Design Development and Permitting (per GDOT Standards)	1	LS	\$26,100	\$26,100	\$26,100	\$26,100	\$26,100	\$26,100	\$26,100	\$26,100	\$26,100	
1.02	Construction Engineering Inspection & Construction Administration	1	LS	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	\$5,700	
1.03	Mobilization / Demobilization	1	LS	\$67,200	\$67,200	\$84,550	\$17,950	\$116,450	\$116,450	\$85,700	\$17,950	\$67,200	
1.04	Maintenance of Traffic	1	LS	\$4,520	\$4,520	\$8,520	\$8,520	\$4,520	\$8,520	\$8,520	\$8,520	\$8,520	
1.05	Infrastructure	1	LS	\$160,724	\$288,769	\$574,930	\$160,270	\$574,223	\$132,828	\$131,404	\$142,796	\$373,818	
1.06	Roadway	1	LS	\$74,750	\$74,750	\$68,150	\$68,150	\$74,750	\$16,395	\$74,750	\$74,750	\$68,150	
1.07	Pavement Markings	1	LS	\$2,050	\$2,050	\$2,050	\$2,050	\$2,050	\$0	\$2,050	\$2,050	\$2,050	
1.08	Site Restoration	1	LS	\$6,850	\$6,850	\$6,850	\$6,850	\$6,850	\$6,850	\$6,850	\$6,850	\$6,850	
1.09	Contingency	1	AL	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	
Site Totals				\$356,894.00	\$484,939.00	\$728,850.00	\$300,590.00	\$819,643.00	\$317,783.00	\$346,074.00	\$289,076.00	\$563,388.00	\$4,207,837.00



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 289/2022

SUBJECT: Approve the award of Task Order #2022-027 under RFP #39-018 Demand Services for On-Call Public Works Contractors for construction services to replace a culvert pipe at Cagle Mill Road for Public Works & Utilities to E.R. Snell Contractors, Inc. of Snellville, GA, in the amount of \$182,545.00.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: SY
Recommendation:
E.R. Snell Contractors, Inc., Snellville, GA

Purpose of Request:

Approve the award of a task order for the construction services to replace culvert pipe at Cagle Mill Road for Public Works and Utilities to E.R. Snell Contractors, Inc. of Snellville, GA in the amount of \$182,545.00.

History:

The County has previously allowed Corrugated Metal Pipes (CMP) under County maintained roads. CMP has a shorter life-span when compared to other pipe materials like Reinforced Concrete Pipe (RCP) and High-Density Polyethylene Pipe (HDPE). The County no longer allows the installation of CMP under Hall County Maintained Roads.

Facts and Issues:

This proposal is for the repair and replacement of the existing drainage culvert pipe located at approximately 4825 Cagle Mill Road. This existing pipe is Corrugated Metal and has rusted out along the bottom. This will install a new pipe and upstream inlet structure to current County Drainage Standards. This task order is part of bid 39-018, Demand Services for On-call Public Works Contractors.

Options:

Funding Requested

\$ 182,545.00

Are funds within current budget?

Yes

Source of Funds

SPLOST VIII

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Yes

Has it been reviewed by the County Attorney?

No

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
DH	BN	BN	AP
Budget	Finance	Attorney	Administration
TS	WG	WLI	LJ
Clerk			
JR			

Attachments:

Financial Supplement
E.R. Snell Contractors, Inc.



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 289/2022

Funds Requested: \$ 182,545.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
FY22	028 - SPLOST VIII	1816 - SP-VIII CULVERT REPLACE	5009 - INFRASTRUCTURE	\$182,545.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: FM

Phone: 770-531-6800



Hall County Government
FINANCIAL SERVICES

MEMORANDUM

To: Board of Commissioners
From: Debra Howington, Buyer
Date: May 25, 2022
Re: E.R. Snell Contractors Inc.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Engineering Department is seeking approval to procure the services of E.R. Snell Contractors Inc. of Snellville, GA for the replacement of culvert pipe under Cagle Mill Road R/W at approximately 4825 Cagle Mill Road. The work will include mobilization, maintenance of traffic and site restoration. This task order is a part of bid #39-018, Demand Services for On-Call Public Works Contractors. E.R. Snell was the only vendor in the pool to respond. The total cost of the project is \$182,545.00. The funding source is 1816-5009-028-1816-5009 for SP-VIII Culvert Replace – Infrastructure.

If you have any questions, please contact the Purchasing Dept.

REQUESTED 04/25/22
 REQUIRED

APPROVAL GRP 1816
 SP-VIII CULVERT REPLACE

BUYER
 JORGE GOMEZ

SHIP TO 136
 HALL COUNTY ENGINEERING DEPART
 3RD FLOOR
 2875 BROWNS BRIDGE ROAD
 GAINESVILLE, GA 30504
 ATTN: BILL NASH

VENDOR 00014032
 ER SNELL CONTRACTOR INC
 P.O. BOX 306
 1785 OAK ROAD
 SNELLVILLE GA 30078

FREIGHT

LN/ST	COMMODITY	STOCK NO	QUANTITY	UOM	UNIT PRICE	EXTENSION/ TAX/TRADE-IN
01	A CULVERT PIPE REPLACEMENT UNDER CAGLE MILL ROAD R/W AT APPROXIMATELY 4825 CAGLE MILL ROAD		1.00	LOT	182,545.0000	182,545.00 0.00 0.00
TOTAL PRICE						182,545.00
DEPARTMENT	ACCOUNT	PROJECT	ACCOUNT	CHARGE AMOUNT		
1816	5009	028-1816	5009	182,545.00		
REQUISITION TOTAL						182,545.00

RECEIVED MAY 03 2022

Jorge Gomez (Engineering)

From: Jorge Gomez (Engineering)
Sent: Thursday, April 14, 2022 10:52 AM
To: 'rgriffin@ersnell.com'
Cc: Frank Miller (Engineering)
Subject: Cagle Mill Road Drainage Pipe Replacement - Proposal Request
Attachments: CagleMillRd_Master-Layout1.pdf

Good morning Mr. Griffin,

We would like to request a proposal for the repair as shown on the attached please. The proposal should include mobilization, maintenance of traffic, and site restoration. Please provide your proposal by Friday, 4/22.

Please advise if there are any questions.

Respectfully,
Jorge A. Gomez, P.E.
Hall County – Assistant County Engineer
Department of Public Works
Engineering Division
2875 Browns Bridge Road
Gainesville, Georgia 30503





April 19, 2022

Hall County – Department of Public Works
2875 Browns Bridge Road
Gainesville, GA 30503

ATTN: Jorge Gomez, P.E., Asst. County Engineer

RE: Hall County – Cagle Mill Rd Pipe Replacement Project
Price Quotation/Bid

Dear Mr. Gomez

E.R. Snell Contractor, Inc. is pleased to offer a bid on the Cagle Mill Rd pipe replacement project. The price is based on the plan sheet provided by Hall Co. and is lump sum for a total amount of \$165,950.00. Our price includes the following:

- Furnish & Install 36 LF of 36" RCP
- Catch Basin & Headwall on inlet & outlet ends of the pipe
- Excavation & Backfill
- Rip Rap & Plastic Filter Fabric
- Traffic Control
- Erosion Control & Grassing
- Restoration of Paving

QC testing or CEI is not included in our bid.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Randy Griffin, P.E.
Sr. Vice President
E.R. Snell Contractor, Inc.

E. R. Snell Contractor, Inc.

www.ersnell.com | [770.985.0600](tel:770.985.0600) | [1785 Oak Road, Snellville, GA 30078](https://www.google.com/maps/place/1785+Oak+Road,+Snellville,+GA+30078)

Jorge Gomez (Engineering)

From: Jorge Gomez (Engineering)
Sent: Thursday, April 14, 2022 10:55 AM
To: 'bruce@griffinbrothersinc.com'
Cc: Frank Miller (Engineering)
Subject: Cagle Mill Road Drainage Pipe Replacement - Proposal Request
Attachments: CagleMillRd_Master-Layout1.pdf

Good morning Mr. Griffin,

We would like to request a proposal for the repair as shown on the attached please. The proposal should include mobilization, maintenance of traffic, and site restoration. Please provide your proposal by Friday, 4/22.

Please advise if there are any questions.

Respectfully,
Jorge A. Gomez, P.E.
Hall County – Assistant County Engineer
Department of Public Works
Engineering Division
2875 Browns Bridge Road
Gainesville, Georgia 30503



Jorge Gomez (Engineering)

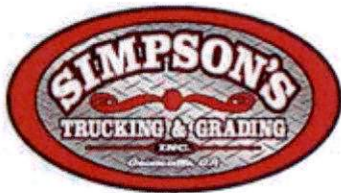
From: Jorge Gomez (Engineering)
Sent: Friday, April 15, 2022 7:45 AM
To: 'David Hammond'
Cc: Frank Miller (Engineering)
Subject: RE: Cagle Mill Road Drainage Pipe Replacement - Proposal Request
Attachments: CagleMillRd_Master-Layout1.pdf

Good morning David – Apologies, please see attached.

From: David Hammond <dhammond@simpsontrucking.com>
Sent: Thursday, April 14, 2022 2:46 PM
To: Jorge Gomez (Engineering) <jorge.gomez@hallcounty.org>
Cc: Frank Miller (Engineering) <fmiller@hallcounty.org>
Subject: RE: Cagle Mill Road Drainage Pipe Replacement - Proposal Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jorge,
Nothing was attached to the email.
thanks



David Hammond | Chief Estimator
Simpson Trucking & Grading, Inc.
1364 Candler Road | Gainesville, Georgia 30507
O:770-536-4731 ext 232 / M:678-858-9769 / F:770-503-0289

From: Jorge Gomez (Engineering) <jorge.gomez@hallcounty.org>
Sent: Thursday, April 14, 2022 10:56 AM
To: David Hammond <dhammond@simpsontrucking.com>
Cc: Frank Miller (Engineering) <fmiller@hallcounty.org>
Subject: Cagle Mill Road Drainage Pipe Replacement - Proposal Request

Good morning Mr. Hammond,

We would like to request a proposal for the repair as shown on the attached please. The proposal should include mobilization, maintenance of traffic, and site restoration. Please provide your proposal by Friday, 4/22.

Please advise if there are any questions.

Respectfully,
Jorge A. Gomez, P.E.
Hall County – Assistant County Engineer
Department of Public Works
Engineering Division
2875 Browns Bridge Road
Gainesville, Georgia 30503





AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 314/2022

SUBJECT: Approve the renewal of annual contract for RFQ #39-018, Demand Services for On-Call Public Works Contractors for Public Works & Utilities to E.R. Snell Contractor, Inc. of Snellville, GA, Griffin Bros, Inc. of Maysville, GA, Lanier Contracting Co. of Suwanee, GA, and Simpson Trucking & Grading Inc. of Gainesville, GA. The estimated annual cost not to exceed is \$350,000.00.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: SY

Recommendation:
Approve renewal/extension of all four (4) vendors.

Purpose of Request:
To provide for the renewal of annual contract for RFP #39-018 Demand Services for On-Call Public Works Contractors for various County departments to E.R. Snell Contractor, Inc. of Snellville, GA, Griffin Bros., Inc. of Maysville, GA, Lanier Contracting Co. of Suwanee, GA, and Simpson's Trucking and Grading, Inc. of Gainesville, GA

History:
The award of Bid #39-018 to these four (4) vendors was originally approved by the BOC on 10/25/2018.

Facts and Issues:

Options:

All four (4) vendors are part of the demand services pool and are in good standing with the County. This is year five (5) of a possible five (5) year contract. This contract will be utilized by multiple departments through the issuance of task orders. If the individual task order pricing is \$100,000.00 or greater then the individual task order will be brought before the Board of Commissioners for award approval. The estimated cost for this contract is expected to exceed \$350,000.00.

Funding Requested \$ 350,000.00
Are funds within current budget? Yes
Source of Funds Various
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
CP	BN	BN	CP
Budget	Finance	Attorney	Administration
TS	WG	WLI	LJ
Clerk			
JR			

Attachments:

- Financial Supplement
- 39-018 FY23 Contract Execution Signature Request
- 39-018 Contract, Simpson Trucking & Grading
- 39-018 Contract, Lanier Contracting
- 39-018 Contract, Griffin Bros
- 39-018 Contract, ER Snell Contractor



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 314/2022

Funds Requested: \$ 350,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Various

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	TBD	TBD	5009 - INFRASTRUCTURE	\$350,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SY

Phone: 770-531-6800



Hall County Government

FINANCIAL SERVICES

Date: 06/06/2022
To: Richard Higgins, Chairman, BOC
From: Chuck Pinney, Purchasing Supervisor

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 39-018

Bid/Contract Name: Demand Services for On-Call Public Works Contractors

Department(s) Requesting Contract: Engineering / Public Works

Award Recipient Name: E.R. Snell Contracting; Griffin Bros, Inc.; Lanier Contracting Co.; Simpson Trucking & Grading, Inc

Date of BOC Approval: 10/26/2016

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$465,000.00

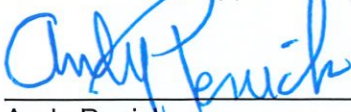
Price Increase Requested Increase Percentage:

Project/Service Contract Awarded Amount: \$100,000.00+

Product Contract Awarded Amount:

Comments: Projects to be awarded per vendor responses to individual task orders released by Hall County expected to exceed \$100,000.00. Year five (5) of possible five (5) year contract.

Reviewed and Approved by:



Andy Penick
Purchasing Manager



Wes Geddings
Financial Services Director

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

**CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 39-018

Bid/Contract Name: Demand Services for On-Call Public Works Contractors – Price Increase N/A

Supplement Agreement #4

Demand Services for On-Call Public Works Contractors

May 15, 2022

Whereas, the County desires to extend the contract period for a one year period through June 30, 2023, in accordance with the terms and conditions of Bld #39-018, Demand Services for On-Call Public Works Contractors, dated October 26, 2018 and

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

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

1. By extending the contract coverage for a one year period through June 30, 2023,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

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

Subscribed and sworn to in our presence this _____ day of _____, 2022

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our presence this 3rd day of June, 2022

Simpson's Trucking & Grading, Inc.

Rachel Opolka

Notary Public
Commission expires: 10-20-24

By: David S. Hammond

David S. Hammond



Supplement Agreement #4

Demand Services for On-Call Public Works Contractors

May 15, 2022

Whereas, the County desires to extend the contract period for a one year period through June 30, 2023, in accordance with the terms and conditions of Bid #39-018, Demand Services for On-Call Public Works Contractors, dated October 26, 2018 and

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

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

1. By extending the contract coverage for a one year period through June 30, 2023,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

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

Subscribed and sworn to in our presence this _____ day of _____, 2022

Hall County, Georgia

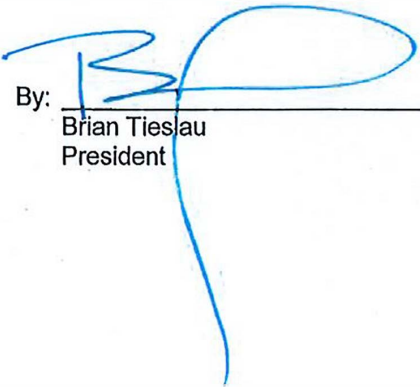
Notary Public
Commission expires: _____

By: _____
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our presence this 26 day of May, 2022

Lanier Contracting Co.

Notary Public
Commission expires: _____

By: 
Brian Tieslau
President



Supplement Agreement #4

Demand Services for On-Call Public Works Contractors

May 15, 2022

Whereas, the County desires to extend the contract period for a one year period through June 30, 2023, in accordance with the terms and conditions of Bid #39-018, Demand Services for On-Call Public Works Contractors Annual Contract, dated October 26, 2018 and

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

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

1. By extending the contract coverage for a one year period through June 30, 2023,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

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

Subscribed and sworn to in our presence, this _____ day of _____, 2022

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our presence, this 15th day of May, 2022

Griffin Bros., Inc.



By: _____
W.A. Griffin Jr.
President

Supplement Agreement #1

Demand Services for On-Call Public Works Contractors

May 15, 2022

Whereas, the County desires to extend the contract period for a one year period through June 30, 2023, in accordance with the terms and conditions of Bid #39-018, Demand Services for On-Call Public Works Contractors, dated October 26, 2018 and

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

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

1. By extending the contract coverage for a one year period through June 30, 2023,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

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

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

Subscribed and sworn to in our presence this _____ day of _____, 2022

Hall County, Georgia

Notary Public
Commission expires: _____

By: _____
Richard Higgins, Chairman
Board of Commissioners

Subscribed and sworn to in our presence this 25th day of May, 2022

E.R. Snell Contractor, Inc.

Bobbie Thompson

Notary Public
Commission expires: September 15, 2025

By: TRWCR

Randy Griffin, PE
Senior Vice President

Tom Clowery, Vice President





AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 315/2022

SUBJECT: Approval and authorization for the Chairman to execute an Agreement for Maintenance of the Roundabout with Flowery Branch Apartments Owner, LLC, which includes full landscaping and planting for the property in the center portion of the roundabout at the intersection of Hog Mountain Road and Cash Road.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: SY

Recommendation:

Approve

Purpose of Request:

Approve the Agreement for Maintenance of the Roundabout with Flowery Branch Apartments Owner, LLC which includes full landscaping and planting for the Property in the center portion of the roundabout traffic intersection. Commission District 1

History:

The roundabout at Hog Mountain and Cash Road was substantially completed in May 2022. The landscaping and hardscaping is expected to be installed by the end of Summer 2022.

Facts and Issues:

The area to be maintained is the roughly circular property inside of the roundabout at Hog Mountain Road and Cash Road. Hall County is in the process of procuring a vendor to landscape and hardscape this interior area. The developer will subsequently maintain the landscaping, plantings and mowing in this area. As part of this agreement the developer is contributing \$100,000 for this work.

Options:

Funding Requested \$ 0.00

Are funds within current budget? No

Source of Funds

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

No

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

Submit	Approve	Budget	Finance
WS	BN	TS	WG
Attorney	Administration	Clerk	
WLI	LJ	JR	

Attachments:

Agreement for Maintenance of Roundabout



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 315/2022

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	005 - CAPITAL PROJECTS	536 - ENGINEERING	3860 "â€" Miscellaneous Income	\$100,000.00

Budget Transfer Items:

Additional Information/Comments:

Per the agreement, the developer will pay the County \$ 100,000 for assistance with the landscaping of the Hog Mountain / Cash Road Round-a-bout. We'll put these funds back in the capital projects fund for future funding of public works projects.

Contact for Questions:

Phone:

STATE OF GEORGIA

COUNTY OF HALL

AGREEMENT FOR MAINTENANCE OF ROUNDABOUT

This Agreement is made and entered into this 6th day of June, 2022 by and between HALL COUNTY, GEORGIA with the address of 2875 Browns Bridge Road, Gainesville, Georgia 30504 (hereinafter the "County") and FLOWERY BRANCH APARTMENTS OWNER, LLC, a Delaware limited liability company, whose address is 7474 Creedmoor Road, Number 306, Raleigh, NC 27613 (hereinafter the "Company") (hereinafter referred to collectively as the "Parties").

INTRODUCTION

The Parties to this Agreement mutually desire to enter into this Agreement to document their agreement to landscape and maintain a roughly circular property located in the center of a roundabout traffic intersection located in Hall County, Georgia currently owned by the County in fee simple (the "Property"), so as to allow the County to initially landscape and plant the Property in exchange for an agreement by the Company to perform ongoing future landscaping and maintenance of the same Property. The Property, which is located in close proximity to one or more developments or future developments of the Company, is illustrated and reflected in the document attached hereto as Exhibit A. In consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto agree as follows.

AGREEMENT

1. County Responsibilities

For and in consideration of the valuable promises made herein by the Company, the County agrees to initially provide full landscaping and planting for the Property which is illustrated and

reflected in the document attached hereto as Exhibit A, consisting of the center portion of a roundabout traffic intersection. The initial landscaping and planting shall be completed in general conformity with the Landscape Planting Plan on Sheet L-3 of Exhibit A and shall be completed no later than one year after the date that this Agreement is fully executed by all parties hereto.

2. **Company's Responsibilities**

For and in consideration of the valuable promises made herein by the County, the Company agrees to pay to the County the sum of \$100,000.00 within 30 days of the date that this Agreement is fully executed by the parties, and to be solely responsible for maintenance and landscaping of the Property illustrated and reflected in the document attached hereto as Exhibit A, consisting of the same center portion of the roundabout traffic intersection, following the County's initial landscaping and planting of the Property. The ongoing maintenance and landscaping by the Company shall be to a commercially reasonable standard consistent with the initial delivery of the Property as depicted in Exhibit A and shall be accomplished in a manner acceptable to the County. The Company agrees to allow the County to provide reasonable input into the style and character of any ongoing landscaping and maintenance. The Company's ongoing maintenance and landscaping of the Property shall be limited to the landscaping shown on Exhibit A and shall not include the ongoing maintenance of any hardscaping located on the Property or of any curbs, sidewalks, hardscaping, or roads associated with the adjacent roundabout traffic intersection.

3. **Termination**

Either Party may terminate this Agreement for any reason upon thirty (30) days' written notice to the other Party. Upon termination of this Agreement, the County shall assume any costs of providing electrical and water service to the Property and shall assume the responsibility for the ongoing maintenance and landscaping of the Property to a commercially reasonable standard consistent with the initial delivery of the Property as depicted in Exhibit A.

4. Severability

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

5. Venue

The Parties agree that this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that any party brings suit to enforce the terms of this Agreement, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

6. Modification

This Agreement may not be modified, amended, or added to except in writing fully executed by the Parties hereto. This Agreement constitutes the sole and entire agreement and understanding between the Parties as to the subject matter hereof, and no verbal promises have been made by any Party in relation hereto.

7. Third Parties

This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party.

8. Immunities

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses to liability provided to any Party hereto by the laws of the State of Georgia or by federal law.

9. Authorization

The Parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each Party hereto.

10. Remedies

In the event that any Party to this Agreement breaches this Agreement, the non-breaching Party or Parties shall provide written notice to the breaching Party which describes the breach of this Agreement. The Party whose breach is alleged shall have 30 days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach. If the breach has not been cured and the Parties hereto have not resolved the issue described in the notice letter by 30 days after receipt of the notice letter, the Party or Parties authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law.

11. No Waiver

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

12. Successors and Assigns

This Agreement shall be binding upon the successors and assigns of the Parties hereto to the extent permitted by Georgia law.

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

[Signatures on following page.]

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman
Hall County Board of
Commissioners

ATTEST:

_____(SEAL)
Jennifer Rivera, County Clerk

Sworn to and subscribed before me this
_____ day of _____, 20____.


Notary Public

My commission expires:

APPROVED AS TO FORM:

Van Stephens, County Attorney

FLOWERY BRANCH APARTMENTS OWNER,
LLC, by FLOWERY BRANCH VENTURE, LLP, a
Delaware limited liability partnership and sole
manager of FLOWERY BRANCH APARTMENTS
OWNER, LLC


By: Patrick J. Kassin
Title: Vice President

Sworn to and subscribed before me
this 6th day of June, 2022.

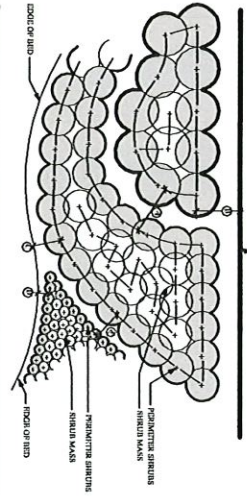

NOTARY PUBLIC

My commission expires: April 19, 2026



Exhibit "A"

Sheets attached L-1, L-2, and L-3



4 TYPICAL CONTAINER SHRUB PLANTING DETAIL
SCALE: NOT TO SCALE

Planting Schedule	Quantity	Planting Name	Plant	Proposed Size	Quantity	Planting Name	Plant	Proposed Size	Quantity	Planting Name	Plant	Proposed Size	Comments
1	1	ANNUALS	ANNUALS	12" x 12" x 12"	1	ANNUALS	ANNUALS	12" x 12" x 12"	1	ANNUALS	ANNUALS	12" x 12" x 12"	Approved by landscape architect.
2	1	PERENNIALS	PERENNIALS	12" x 12" x 12"	1	PERENNIALS	PERENNIALS	12" x 12" x 12"	1	PERENNIALS	PERENNIALS	12" x 12" x 12"	Approved by landscape architect.
3	1	SHRUBS	SHRUBS	12" x 12" x 12"	1	SHRUBS	SHRUBS	12" x 12" x 12"	1	SHRUBS	SHRUBS	12" x 12" x 12"	Approved by landscape architect.
4	1	TREES	TREES	12" x 12" x 12"	1	TREES	TREES	12" x 12" x 12"	1	TREES	TREES	12" x 12" x 12"	Approved by landscape architect.

- GENERAL PLANTING NOTES**
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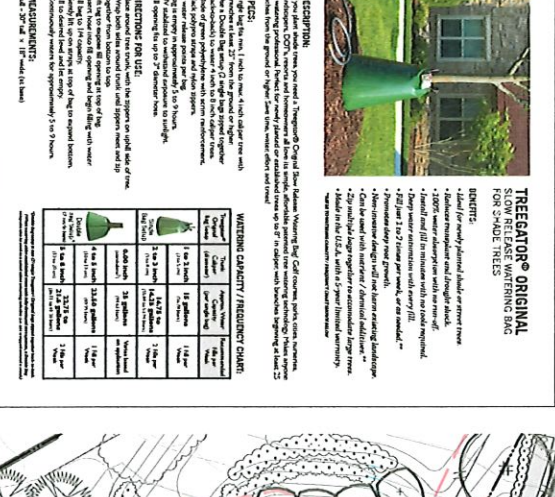


3 MULTI-TRUNK TREE PLANTING DETAIL
SCALE: NOT TO SCALE

TREEGATOR® ORIGINAL FOR 3-MADE TREES

IDENTIFY:

- 1. 100% recycled plastic mulch
- 2. 100% recycled plastic mulch
- 3. 100% recycled plastic mulch
- 4. 100% recycled plastic mulch
- 5. 100% recycled plastic mulch
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- 29. 100% recycled plastic mulch
- 30. 100% recycled plastic mulch



2 TEMPORARY TREE IRRIGATION (BASIS OF DESIGN)
SCALE: NOT TO SCALE

DESCRIPTION:

1. Treegator Original for 3-Made Trees is a temporary irrigation system for trees with multiple trunks. It consists of a central emitter and three side emitters, all connected to a single line. The system is designed to provide uniform irrigation to all trunks of the tree.

INSTALLATION:

- 1. The system should be installed in a central location relative to the tree.
- 2. The emitter should be placed in the center of the tree.
- 3. The side emitters should be placed on each side of the tree.
- 4. The system should be tested before use.
- 5. The system should be removed after the tree is established.

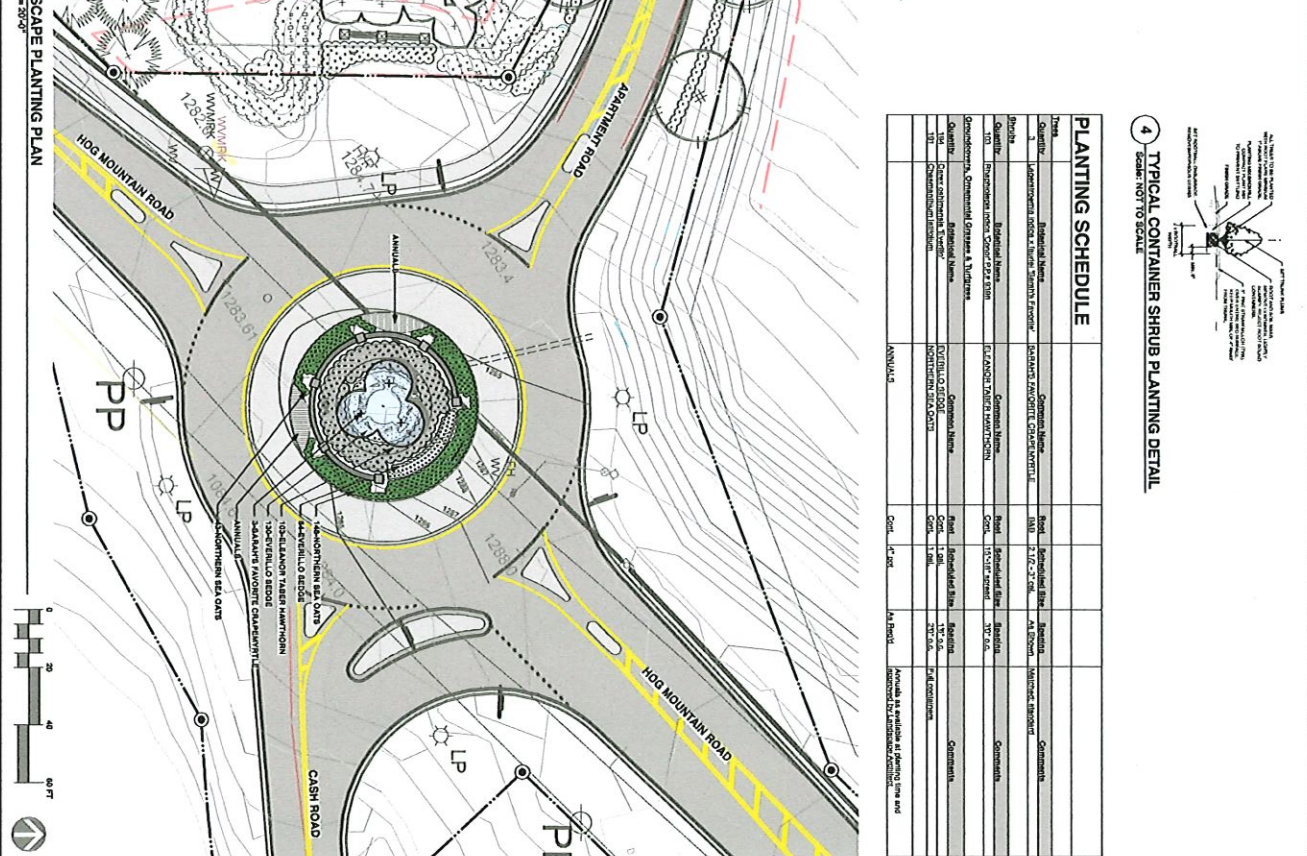
MAINTENANCE:

- 1. The system should be checked regularly for leaks and clogs.
- 2. The system should be cleaned regularly.
- 3. The system should be replaced if damaged.

WAITING CAPACITY / FREQUENCY CHART:

Planting Name	Plant	Proposed Size	Quantity	Planting Name	Plant	Proposed Size	Quantity
1	ANNUALS	12" x 12" x 12"	1	ANNUALS	ANNUALS	12" x 12" x 12"	1
2	PERENNIALS	12" x 12" x 12"	1	PERENNIALS	PERENNIALS	12" x 12" x 12"	1
3	SHRUBS	12" x 12" x 12"	1	SHRUBS	SHRUBS	12" x 12" x 12"	1
4	TREES	12" x 12" x 12"	1	TREES	TREES	12" x 12" x 12"	1

1 LANDSCAPE PLANTING PLAN
SCALE: 1" = 20'-0"



- GENERAL PLANTING NOTES**
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DATE: 03/09/2022
DRAWN BY: SS
CHECKED BY: ALR
PROJECT NUMBER: L-3

LANDSCAPE PLANTING PLAN AND DETAILS

FEES/NOTES

NO.	DATE	DESCRIPTION

FLOWERY BRANCH ROUNDABOUT
HOG MOUNTAIN ROAD at CASH ROAD
FLOWERY BRANCH, GEORGIA

FOR CONSTRUCTION
5/19/22

Renta
URBAN LAND DESIGN
205.545.7619
PO Box 305 / Birmingham, AL 35201
renta@uld.com



AGENDA ITEM

Treatment Services

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 320/2022

SUBJECT: Approve the award of IFB #022-43 Counseling & Case Management Services Annual Contract for Treatment Services to New Hope Counseling of Gainesville, GA. The estimated annual cost is \$50,000.00.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: JE

Recommendation:
Approve the award to New Hope Counseling

Purpose of Request:
To provide counseling & case management services to Treatment Services Department in support of Family Treatment & DUI Courts

History:
New Hope Counseling has provided these services for many contract cycles and is in good standing with the County.

Facts and Issues:

Options:

Funding Requested	\$ 50,000.00
Are funds within current budget?	Yes
Source of Funds	Grants
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes

Is there a deadline for this item?

Approvals:

Buyer	Submit	Approve	Purchasing
CP	JE	JS	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	LJ

Clerk
JR

Attachments:

- Financial Supplement
- 022-43 Signature Request
- 022-43 Contract Doc
- 022-43 Bid Tab



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 320/2022

Funds Requested: \$ 50,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Grants

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	017 - GRANTS	761 - HALL COUNTY DUI COURT	4419 - TECHNICAL & PROFESSIONAL	\$10,000.00
2023	017 - GRANTS	762 - HALL CO FAMILY TREAT COURT	4419 - TECHNICAL & PROFESSIONAL	\$40,000.00

Budget Transfer Items:

Additional Information/Comments:

Funds paid for this contracted services are reimbursed to the County via fees charged by the Court as a part of the associated programs through Treatment Services.

Contact for Questions: JE

Phone:

770-536-3837



Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: 3/30/2022

To: Richard Higgins, Chairman, BOC

From: Julie Dorough, Buyer

Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 022-43

Bid/Contract Name: Counseling & Case Management Services Annual Contract

Department(s) Requesting Contract: Treatment Services

Award Recipient Name: New Hope Counseling

Date of BOC Approval: Pending 06/22/22 BOC Approval

Contract Description:

Annual Contract New Renewal

Prior Year's Spend: \$36,570

Price Increase Requested Increase Percentage: 0.0%

Project/Service Contract Awarded Amount: \$50,000

Product Contract Awarded Amount: \$0

Comments: Year one (1) of a possible three (3) year contract. New Hope Counseling is a vendor in good standing with the County. The services offered by the vendor will be reimbursed to the County by the clients through the Treatment Services Court System.

Reviewed and Approved by:

Andy Penick
Purchasing Manager

Wes Geddings
Financial Services Director

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

**CONTRACT EXECUTION SIGNATURE REQUEST
PRICE INCREASE DETAILS**

Bid/Contract No: 022-43

Bid/Contract Name: Counseling & Case Management Services Annual Contract – New Contract

State of Georgia
County of Hall

Contract IFB #022-43

Counseling & Case Management Services Annual Contract

This agreement, made and entered into this the 1st. day of July, 2022, by and between the Board of Commissioners of Hall County, Georgia (Hereinafter referred to as "County") and New Hope Counseling, PO Box 2323, Gainesville, GA, 30503 hereafter referred to as "Contractor").

Witnessed:

Whereas, the County intends to contract to procure the services to assist in the facilitation of treatment for the various programs for Hall County Treatment Services per IFB #022-43, herein referred to as the "Project" and has entered into an agreement for the necessary services provided by the project and whereas, the Contractor desires to perform the project and for the contract costs as detailed.

Hall County's IFB #022-43 issued on May 18, 2022, the Bidder's response (All originals are on file in the Hall County Purchasing Department, 2875 Browns Bridge Rd, Gainesville, Georgia 30504), and this contract are all incorporated into and made a part of this agreement by reference.

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

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

Subscribed and sworn to in our presence

Hall County, Georgia

this _____ day of _____, 2022

By: _____

By: _____

Richard Higgins, Chairman
Board of Commissioners

Notary Comm. Exp.

Subscribed and sworn to in our presence

New Hope Counseling

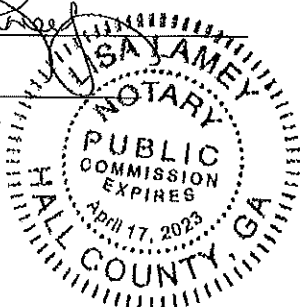
this 3rd day of June, 2022

By: _____

By: _____

Amanda Hardin
Director

Notary Comm. Exp.



IFB #: 022-43

Counseling & Case Management Services

		New Hope Counseling
		Gainesville, GA
ITEM NO.	ITEM DESCRIPTION	PRICE
1a	Cost per Group Session	\$100 / Group Session
1b	Cost per Individual Therapy Session	\$75 / Session HR
2	Cost of Management Session	\$75 / Session HR
3	Cost of Non-Clinical Task	\$20 / HR
4	Treatment Liaison	\$20 / HR
QUESTIONS		
5	Does your company have the ability to provide both English and Spanish speaking populations depending on program needs?	YES
6	Does your company have the ability to provide all services listed above under G.1, "Basic Requirements" and G.2. "General Services?"	YES

RECOMMENDED AWARD:

NEW HOPE COUNSELING, GAINESVILLE, GA

BUDGET AMOUNT: \$50,000.00

TOTAL AWARDED AMOUNT: \$50,000.00

BIDS MAILED: 24 HALL: 6

BIDS RECEIVED: 1 (1-NO BIDS) HALL: 1

FUNDS: FAMILY TREATMENT & DUI COURTS, TECHNICAL & PROFESSIONAL EXPENDITURES ARE REIMBURSED TO COUNTY BY CLIENTS THROUGH TREATMENT SERVICES



Hall County Government
FINANCIAL SERVICES

Part II Bid (This section to be completed by the bidder)

Date of Bid: 06/01/2022

Bid No: 022-43

The undersigned agrees, if bid is accepted within ninety days (90) calendar days after date of opening, to furnish all supplies or services in strict accordance with provisions of this Invitation for Bid at the price in the Bid Schedule. Delivery will be complete _ calendar days after receipt of Notice of Award.

Hall County shall reserve the option to reject any or all bids, in whole or in part, or to select any bidder that the owner chooses to complete the described work. Award of bid will not be based solely on low bid, but also on quality, references, and other subjective criteria as the owner may deem necessary, and as the owner may determine at its sole discretion. The undersigned bidder expressly understands that his proposal may be rejected by the County for any reason without liability on the part of the owner to the undersigned bidder, even if the undersigned bidder is the apparent or actual lowest responsive and responsible bidder for the work.

Time Discounts allowed for prompt payment as follows: Discounts of less than fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

 N/A % Discount N/A Calendar Days.

Bid prices to remain firm for ninety (90) or N/A calendar days after opening of bid.

I certify that this bid is made without prior understanding, agreement or connection with any corporation, firm or person submitting a bid for the same supplies or services and is in all respects fair and without collusion or fraud. I understand that collusion bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards.

POST OFFICE DRAWER 1438
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Part II Bid (This section to be completed by the bidder)

Date of Bid: 06/01/2022

Bid No. 022-43

I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

**Bidder Information
(Type or Print)**

New Hope Counseling
Name of Company

PO Box 2323
Address

Gainesville, GA 30503

City State Zip Code

(770) 539-9669

Phone Number

amanda@newhope-counseling.com

Email Address

| 8 | 1 | - | 2 | 6 | 7 | 8 | 4 | 8 | 9 |
Tax ID Number

Name and Title of Person authorized to sign

Name: Amanda Hardin

Title: Director

Signature: 

**Name and Mailing Address or where
to send payments**

New Hope Counseling
Name of Company

PO Box 2323
Address

Gainesville, GA 30503

City State Zip Code

(770) 539-9669

Phone Number

(770) 539-9522

Fax Number

Or | | | - | | - | | | | |
Social Security Number

**Acknowledge receipt of all issued addenda
by listing their numbers and date of issuance
below:**

BIDS NOT SIGNED MUST BE DECLARED AS "NON-RESPONSIVE" AND NOT CONSIDERED FOR AWARD

Bid Schedule – Invitation for Bid #022-43

It is the intent of the Hall County Board of Commissioners to procure the services of a qualified firm to assist in the facilitation of treatment for the various programs comprising Hall County Treatment Services.

- A. Scope: To provide Hall County Treatment Services with a guaranteed bid price for a 12-month period. This contract will begin upon contract execution and be in effect until June 30, 2023. The successful bidder may be allowed two (2) annual one (1) year renewals of this contract all upon the same terms and conditions.
- B. Contract Administration: The contract administrator for this invitation and any contract(s) or purchase order(s) arising as a result of this invitation will be Julie Dorough, Buyer. All questions concerning this invitation and any questions unable to be resolved by user departments arising during the contract period are to be addressed to contracts administrator at jdorough@hallcounty.org.
- C. User Departments: Successful bidder will be required to deliver services and items covered by this invitation on an "as needed basis" during the life of contract from various departments who will be authorized to use this service during contract period.
- D. Quantities: None of the user departments, individually or collectively, shall be required to utilize a contract to any minimum or maximum amount during the life of a contract issued as a result of this invitation. The County when entering into a contract, reserves the right to solicit for bid any single service or group of like needs covered by such a contract, separately from said contract when deemed advantageous to the County to do so.
- E. Vendor Information: The services or items offered shall be comparable with the detailed requirements listed below (unless otherwise noted). Proposals for alternate services or products must be accompanied by a product brochure or specification sheet. The "H. Bidder's Response" section is used to verify compliance to item specifications and/or requirements. Any deviations from specifications or requirements must be noted by bidder in the section "K. Exceptions to or Variations from Specifications", otherwise bid is as specified. If any line item has a zero or is left blank, that line item will be considered to be a "No Bid".

The County prefers to accept proposals from vendors with five (5) years' experience minimum; however, this factor and the following will be studied to assist the County in deciding the most favorable vendor:

1. Number of years in business;
2. Firm's organization / management structure;
3. Firm's facilities and equipment;
4. Firm's experience in doing the same type contract;
5. References;
6. Contracts of like nature currently being performed;
7. Number of professional staff available for this contract;

F. Basic Requirements: Products and services purchases made by the County are tax exempt per Exemption Certificate #58-6000836. Vendor's invoices must reference the listed Item Number for each line item and be billed per the quoted Unit of Measure and Unit Price.

G. Specifications:

1. Basic Requirements

- Treatment Provider shall be an approved provider through Department of Behavioral Health and Developmental Disabilities (DBHDD).
- Treatment Provider shall have qualified, certified (CACI, CACII, NCACI, NCACII or other State recognized certification for treatment of substance use disorders) and/or licensed (LPC, LMSW, PhD, or other appropriate licensure related to treatment of substance use disorders) staff who provide services.
- Treatment Provider will utilize State approved, evidence based curriculum and will ensure fidelity. Counselors providing group facilitation will have been trained in the specific curriculum and have obtained certification, if required.
 - Evidence-based curriculums may include but are not limited to:
 - Moral Reconciliation Therapy (MRT)
 - Thinking for a Change
 - Anger Management for the Substance Abuse and Mental Health Clients (SAMHSA)
 - Relapse Prevention
 - Living in Balance
 - Matrix
 - Prime Solutions
 - Seeking Safety
 - Cognitive Behavioral Interventions for Substance Abuse (CBI-SA)
 - Curriculum schedule will be determined by Treatment Services policies and in collaboration with Treatment Provider.
- Treatment Provider shall assist in the facilitation of treatment for the various programs comprising Treatment Services. Facilitation of services will be held at set days and times based on specific programs and services will be rendered at Treatment Services' office building or Treatment Provider location(s) depending on specific program. Group days, times, and locations are subject to change at the discretion of Treatment Services based on program needs and available resources. Any changes will be discussed with Treatment Provider in advance.
- Treatment Provider shall provide a treatment liaison to participate on the various court teams, as assigned. The liaison will serve as the point of contact between the Treatment Provider, Treatment Services, and the court team. The liaison will attend staffing and court sessions, Probation Revocation hearings, policy meetings, etc. as assigned.
 - The treatment liaison will be provided with the dates, times, and locations for all scheduled staffing sessions, court sessions, policy meetings, Probation Revocation hearings, etc.
 - The treatment liaison will provide weekly updates to their assigned court team via email, phone, case management database, or at staff meetings. He/she will notify the court coordinator of any program infraction (ie. missed treatment sessions, missed individual treatment appointment, etc.) within 24 hours. Treatment liaison will notify court coordinator of any incident involving a participant expressing suicidal/homicidal ideations, threatening behaviors, behavior indicating that a participant is under the influence of drugs or alcohol, medical emergencies, etc. immediately via phone or email.
- Treatment Provider shall include per hour cost of services for those participants who require additional treatment.

- Bid shall consist of service cost to participants prorated over the course of participation in the program AND breakdown of rate per group, individual therapy session, case management session and/or non-clinical task (i.e. administrative time, attendance at staffing, etc) if billed directly to Treatment Services instead of to individual participants. Bid is to be given without drug screening included (Treatment Services will provide all drug screening services.)
- Bid may be awarded to multiple providers at the county's discretion.
- Treatment Provider shall bid on providing services to both English and Spanish speaking populations depending on program needs.
- Treatment Provider shall agree to undergo audits conducted by Treatment Services to ensure clinical and programmatic fidelity as outlined by the standards set forth by Council of Accountability Court Judges.
- Treatment Provider reserves the right to blend participants of certain court programs as population fluctuates into alternative service based groups. This serves to enhance programming and ensure existence, specifically if the population falls below five (5) participants. This will be discussed with Treatment Services prior to occurrence.

2. General Services

- Treatment Provider may provide counselors to facilitate group and individuals sessions for the various programs comprising Treatment Services. These sessions will take place at Treatment Services located at 2318 Browns Bridge Road, Gainesville, Georgia 30503. Treatment Services will provide all materials and curriculum required for these sessions. Counselors will report at a specified time for group preparation and will attend debriefing with staff.
- Treatment Provider staff will input clinical notations into a specified case management database within 24 hours of service rendered. The data base will be provided by Treatment Services.
- At a minimum, provider must be able to facilitate 15 hours of group therapy (each group between 1-1.5 hours in length) weekly. Program scheduled are based on various programs within Treatment Services and are subject to change based on court need and population.

H. Bidder's Response

Vendor Name: New Hope Counseling

IFB # 022-43

Description

Bid Amount

- | | | |
|--|---------------------|--|
| 1. Cost of Services to participant requiring additional treatment: | | |
| a. Cost per Group session | Participant Fee: \$ | <u>Please see attachment</u>
7 Hour |
| b. Cost per Individual therapy session | Participant Fee: \$ | <u>Please see attachment</u>
7 Hour |

BILLED TO TREATMENT SERVICES:

- | | | |
|---|----|--|
| 2. Cost of Case Management Session | \$ | <u>Please see attachment</u>
7 Hour |
| 3. Cost of Non-Clinical Task (i.e. administrative time, attendance at staffing, etc.) | \$ | <u>Please see attachment</u>
7 Hour |
| 4. Treatment Liaison | \$ | <u>Please see attachment</u>
7 Hour |
5. Does your company have the ability to provide services to both English and Spanish speaking populations depending on program needs?

Initial One: Yes X No _____

6. Does your company have the ability to provide all services listed above under G.1. "Basic Requirements" and G.2. "General Services."

Initial One: Yes X No _____

L. Vendor Information:

1. Firm Name: New Hope Counseling
Address: PO Box 2323, Gainesville, GA 30503
2. Normal business hours phone (toll-free): (770) 539-9669
3. Years in Counseling Services Business: 26 years
4. Firm's Organization and Management Structure:
Name: Amanda Hardin Title: Director
Name: _____ Title: _____
Name: _____ Title: _____
5. Vendor's contract administrator for this contract:
Name: Amanda Hardin Title: Director
Phone: (678) 571-1926 Email: amanda@newhope-counseling.com
6. Hours of normal operation: Monday-Thursday 9am - 5pm, Friday 9am - 4pm
7. Orders can also be mailed or phoned to:
Firm Name: New Hope Counseling
Address: PO Box 2323, Gainesville, GA 30503
Phone: (770) 539-9669
8. Payments to be mailed to: Firm Name: New Hope Counseling
Address: PO Box 2323, Gainesville, GA 30503
9. Prompt payment discount of 0 % /15 days will apply to all invoices.
10. Can you meet insurance requirements? Yes No
11. How many qualified, fully trained, personnel will be available to support the County's project? (personnel who will actually work on the project, not your office staff/administrative personnel):

10

M. State percent of work of your total business you now perform for government agencies: 25 %

List (3) three agencies:

Agency: Hall County Treatment Services - DUI Court, Dawson Co. Acct. Court, & Hall Co. Acct Court

Address: 2318 Browns Bridge Road, Gainesville, GA 30504

Contact: Jessi Emmett

Phone: (770) 718-5710

Email: jemmett@hallcounty.org

Agency: US Federal Probation

Address: 121 Spring St. SE, Gainesville, GA 30501

Contact: Kurt Warren, Chief Officer

Phone: (678) 450-2705

Email: kurt_A_warren@ganp.uscourts.gov

Agency: Hall County State Court Veteran's Court

Address: P.O. Box 1036, Gainesville, GA 30503

Contact: Judge B.E. Roberts III

Phone: (770) 718-5143

Email: groberts@hallcounty.org

N. Firm's past experience in doing the same type of project, not current projects,

List (3) three agencies:

Agency: Dawson County DUI Court/16.13.2 Program

Address: 189 Highway 53, Dawsonville, GA 30534

Contact: Jessi Emmett

Phone: (770) 718-5710

Email: jemmett@hallcounty.org

Agency: Hall County Correctional Institute

Address: 1694 Barber Road, Gainesville, GA 30507

Contact: Warden Walt Davis

Phone: (770) 718-2370

Email: wdavis@hallcounty.org

Agency: _____

Address: _____

Contact: _____

Phone: _____

Email: _____

NEW HOPE COUNSELING

P.O. Box 2323

Gainesville, GA 30503

Telephone 770-539-9669 Fax 770-539-9522

PROPOSAL – June 2, 2022

Bid No: 022-43

Hall County Counseling & Case Management Services Annual Contract

Vendor Information

Background

New Hope Counseling was founded in 1996 with the primary goal to make counseling affordable to ALL persons in needs of outpatient services. New Hope provides outpatient programming for the treatment of addictive diseases and their emotional, mental and behavioral consequences. New Hope also facilitates outpatient domestic violence programming to those charged with utilizing power and control tactics. Our focus is to encourage clients to change behavior through insight and understanding while working toward fulfilling the needs of the judicial system, social services, or their employer. Our goal is to facilitate growth and change for those who desire it, and a safe environment in which to experience self-acceptance.

Over the past 26 years, New Hope has worked hard to establish relationships with local agencies, including the court system, probation offices, parole, Department of Family and Children Services, as well as local attorneys and other agencies. Communication and flexibility with our referral sources is a key ingredient in our philosophy of treatment and have been integral components to the success of our agency.

New Hope Counseling is a DBHDD certified treatment provider offering DBHDD ASAM Level I treatment to first & multiple offenders in both of our locations. New Hope has two state certified clinical evaluators on board offering this individualized service to all levels of offenders. New Hope Counseling is also a state certified Family Violence Intervention Program provider offering behavior modification to those charged under the Family Violence Act.

In addition to serving the many local agencies previously mentioned, New Hope Counseling currently has contracts with the following agencies:

- Hall County Treatment Services Accountability Court Programming – outpatient treatment provider
- US Federal Probation – outpatient treatment provider
- Hall County State Court Veteran's Treatment Court – outpatient treatment provider
- State of Georgia Division of Family & Children Services – outpatient treatment provider

In the past, we have developed a program specifically for state probationers in the Gainesville area to address their alcohol and drug issues at a time when minimal treatment at an affordable cost was

available to a mandated clientele. We also created and implemented the substance abuse treatment curriculum for a local RSAT program that continues successfully today.

Additionally, New Hope Counseling worked directly with the Hall County DUI Court in its early stages – from inception to implementation. We were also a partner in the start-up and implementation of three DUI courts in Northeast Georgia – Hall, Dawson, and Forsyth Counties, as well as the Drug Court in Forsyth County. New Hope Counseling is familiar with and understands the dynamics of structured court programs. We also understand the need to consistently evaluate and refine the processes of the program – from court review to drug screening, to staying abreast of the most recent trends in treatment and offender laws in Georgia.

Outpatient programming at New Hope has been developed throughout the years to meet the needs of the mandated population. Our state certified substance abuse groups consist of 6 - 52 week curriculums in an effort to address the needs of clients who are at various stages of substance abuse and dependency. Additionally, our program sessions are 1-hour, 2-hours and 3-hours in length in order to meet programming requirements for probation, parole, DFCS, & ASAM levels of care. Our Gainesville location can accommodate a maximum of 12 hours of outpatient treatment a week, offering a blend of day, night, and weekend availability.

New Hope Counseling also provides the state certified Family Violence Intervention Program, which consists of the state mandated 24 week curriculum of 1.5 hours of group per week. There are also day, night, and weekend options available for this program as we take into consideration the varying needs of our clients. We also offer an anger management program curriculum published by SAMHSA. Staff is trained in the most current, evidence-based counseling modalities, including Moral Reconciliation Therapy, Seeking Safety, TREM, the Matrix Model, Prime Solutions, Duluth Model, Turning Points, & Living In Balance. Our agency prides itself on working to meet the needs of both our referral sources and our clientele – we will work just as hard to meet the present and ongoing needs of Hall County Treatment Services, if chosen as the treatment provider.

References

Reese Daniel
770-540-1112

Kris Ayers, Coordinating Chief, Department of Community Supervision, Gainesville
770-535-5710

Larry Baldwin, State Court Judge, Hall County
678-450-3720

Katie Bruner, Hall County DUI Court Coordinator, Gainesville, GA
678-276-6555

Scott Dunbar, DBHDD DUI Intervention Program Director
678-773-1975

Tom Watkins, DBHDD DUI Intervention Program Regulatory Consultant
678-617-1882

Statement of Work

If selected as the Hall County Treatment Services treatment provider, New Hope Counseling agrees to maintain the necessary certifications, staff, & facilities to provide the requested treatment services. New Hope Counseling maintains a DBHDD certified treatment provider offering DBHDD ASAM Level I treatment to first & multiple offenders in both of our locations. Two state certified clinical evaluators are also on board offering this individualized service to all levels of offenders.

New Hope Counseling agrees to furnish all labor, materials, and equipment necessary to provide substance abuse treatment and other services identified for the participants of the Hall County Treatment Services Programs, as required. New Hope also agrees to be available for audits at any time at the county's request.

Staffing

New Hope Counseling has a staff consisting of more than 20 qualified individuals. If selected to provide services, New Hope agrees to provide the following staff:

- 1) a qualified staff person to fulfill all responsibilities of the liaison position, including attendance at twice monthly staff meetings and court sessions;
- 2) a qualified staff person to assist the court liaison
- 3) one qualified counselor for every 15 participants.

Additional staff will be secured to provide services to Hall County Treatment Services as needed.

The initial contact with New Hope Counseling is key in determining the level of care needed for an individual. Primary Patient Care Coordinator is Amanda Hardin and another staff member to be determined at the time of award. The following descriptions are a representation of New Hope's ability to provide the services that are required to make the partnership with Hall County Treatment Services a success.

Amanda Hardin received her Master's in Clinical Counseling from Brenau University in 2005 and is credentialed as a Licensed Professional Counselor and Family Violence Intervention Program facilitator. She is also a DBHDD certified Clinical Evaluator for first and multiple offenders and is in process of certification as a Risk Reduction Instructor. She is currently serving as GACAs Secretary and has been involved in the Hall County Domestic Violence Task Force for five years. She also serves as the secretary for Friends of Recovery or FOR, the board that assists with supporting the Hall County Treatment Services accountability court programs. Amanda became the Director of New Hope Counseling six years ago. Since becoming Director, New Hope has expanded services to include a Risk Reduction Program, as well as trauma services for our local veterans. She has been providing counseling services for 20 years and has a background in out-patient programming for substance abuse, domestic violence, anger management, and cognitive skills. At New Hope, Amanda is instrumental in program coordination, curriculum development, staffing, and marketing. She will diligently work to ensure that counselors assigned to Hall County's program will receive direction, supervision, and training on a regular basis. Amanda also oversees the group facilitators of the court teams to ensure that measures are in place to provide an accurate flow of information in a timely

fashion. She makes regular court appearances and works directly with Hall County Treatment Services in tracking the DUI Court participants. Amanda also conducts Clinical evaluations for New Hope, as well as assisting with staff issues.

Linda McClure is a Licensed Professional Counselor (LPC) and Certified Professional Credentialing Specialist (CPCS). She received her Master of Education in Community Agency Counseling from Clemson University in 1998. Her background includes previous experience as a Mental Health and Substance Abuse Counselor with multiple local mental health agencies and an Intake Counselor and supervisor with a local psychiatric facility. She has invaluable experience with crisis intervention. She has over twenty years experience as a counselor working with a diverse client population. Linda has also been providing clinical supervision to New Hope's counseling staff since 2007.

Margaret Amoss, LPC, received her Master's Degree in Clinical Counseling from Brenau University in 2009. She has seven years experience in the substance abuse field. Margaret began her counseling experience working with adults with developmental disabilities at Lanier Village Estates, a retirement community in Gainesville, Georgia. She also worked at Chestatee Hospital as the lead counselor for a day partial program for adults with developmental disabilities for 2 years. Margaret began working with New Hope Counseling in February 2010. Since that time, she has been an alcohol and drug education facilitator, anger management facilitator, evaluator, and individual counselor. She has training in brainspotting and other trauma related techniques.

Sydney Saylor is an APC licensed clinician with a Master's of Science degree from Brenau University in Clinical Counseling, received in 2020. She will be eligible to sit for licensure in August of 2022. She began as an intern at New Hope Counseling in May 2019 and was hired on as a counselor in April 2020. While obtaining her degree, she also completed an internship working with a local psychologist completing neuropsychological assessments and reports for a local private school. She has been an individual counselor, evaluator, group facilitator since joining New Hope Counseling.

We strive to ensure that all facilitators are educated in their field and have appropriate credentials. This is a sampling of our staff. Many of New Hope's staff are currently pursuing credentials as a CAC/CADC or FVIP facilitators and are enrolled in the necessary classes to complete this certification process. New Hope supports individuals in becoming credentialed and assists in tuition payment of the CAC/CADC and FVIP education requirements and clinical supervision. New Hope has contracted with a Certified Professional Credentialing Specialist (CPCS) to provide weekly supervision to those facilitators on the LPC track. Currently, supervision is held every Thursday. Also, New Hope Counseling is an approved internship site for many graduate level programs in the counseling field – North Georgia College, Brenau University and Mercer University. Currently, New Hope utilizes multiple interns pursuing their Master's Degrees in Psychology and Counseling. Each intern holds individual client caseloads, conducts witnessed urine drug screens, and is familiar with the disease concept and Alcohol and Drug Education. Interns are under direct supervision at all times and are required to have a minimum of one hour supervision on-site weekly, in addition to two hours of weekly group supervision at the college. All staff that New Hope appoints to Hall County Treatment Services will be seasoned in alcohol and drug counseling and have appropriate education credentials. Documentation of credentials is available upon request.

All New Hope staff sign agreements to follow the code of ethics from both NAADAC & GACA with the understanding that violation of these ethics can result in immediate termination from their contractual agreement.

New Hope Counseling's staff credential are as follows:

LPC – 4

LAPC – 1

CADC I (in progress) – 1

CAC II – 1

Master's Level in Psychology/Counseling – 6
(currently working toward full licensure)

Bachelor's Level in Psychology – 3

Risk Reduction Certified - 2

Family Violence Intervention Facilitators – 5

Family Violence Intervention Facilitators In Training – 1

Staffing – Spanish Services

New Hope Counseling currently has one Spanish speaking counselor on staff, a state certified Clinical Evaluator. While there are no group services currently provided in Spanish, New Hope Counseling will recruit Spanish speaking counselors in an effort to provide a depth of staff necessary should there be a need for this population.

Curriculum

New Hope Counseling has trained facilitators in specific substance abuse curricula which include *The Matrix Model*, *Living In Balance*, *Prime Solutions*, *Moral Reconation Therapy*, *Seeking Safety*, *TREM* (Trauma Recovery and Empowerment Model), *STAR* (Strategic Trauma and Abuse Recovery), and *Thinking for a Change*. Additionally, we have developed our own alcohol and drug curriculum, a hybrid of The Matrix Model and Living in Balance, which includes but is not limited to, substance abuse education, the concept of addiction, relapse, spirituality, anger management, problem solving, communication and some co-occurring issues such as depression and anxiety. New Hope Counseling will utilize the assigned treatment curricula the Hall County Treatment Service's programs require. Through our contracts New Hope has consistently sent appropriate staff to the local Court trainings sponsored by the CJCC & other county & DBHDD training opportunities.

Confidentiality

Upon entering treatment with New Hope Counseling, all participants sign a release of information authorizing our agency to release information to, and obtain information from, the Hall County Treatment Services. A release will also be obtained for any probation officers, parole officers, or attorneys as needed. Any releases or consent forms signed will follow HIPAA guidelines and regulations.

New Hope prides itself on prompt and immediate notification to referral sources of any non-compliance issues related to participants. Hall County Treatment Services will be notified immediately

of attendance, drug screen results, participation issues, etc. New Hope further agrees to report and provide all treatment information to the Hall County Treatment Services and its affiliates as requested.

All participant records are protected by 42 CFR Section 2.31, which states as follows:

"This information has been disclosed to you from records protected by Federal Confidentiality. The Federal rules prohibit you from making any further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR PART 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of this information to criminally investigate or prosecute any alcohol or drug abuse patient."

New Hope currently provides group sign-in sheets, fee information, and treatment progress and recommendations at each court staffing. Documentation of any facilitator concerns about a participant or any unusual or inappropriate behavior during individual or group services is also provided. New Hope will continue to provide this information, along with any additional information that the Hall County Treatment Services may request. Weekly group progress notes are also available to Hall County Treatment Services at any time.

Additional Facilitation Services

New Hope Counseling agrees to provide qualified facilitators for group and individual counseling for the various programs that comprise Hall County Treatment Services. As referenced earlier, these facilitators are educated in their field and have appropriate credentials. When providing services, staff will be required to input clinical notations into the specified case management database provided by Treatment Services within 24 hours of service rendered. Should there be a need for additional staff to meet the needs of Treatment Services; New Hope will recruit additional staff members in an effort to provide all requested services. It is understood that these additional services may be provided at the Hall County Treatment Services location or at the New Hope Counseling location, as per the request of Treatment Services.

Treatment Liaison

New Hope Counseling agrees to furnish a Treatment liaison that will be responsible for the administrative duties associated with the program. This would include, but not be limited to, weekly communication with the Treatment Services team, attendance at court staffings, and tracking attendance, participation, and overall progress of participants. This liaison will be the point of contact for all participants in the program, addressing questions, concerns, and issues as they arise. This liaison will be at a minimum a Master's level clinician, a Bachelor's level with an appropriate amount of experience, or a certification holder within the field of substance abuse. New Hope will defer to Hall County Treatment Services for clarification of any changes or additional responsibilities included in this role. Compensation for this position can be funded in two ways; the cost can be passed on to the participants or the county can be billed for these services. A specific cost analysis can be found in the Cost Proposal for both of these options.

New Hope's Director, Amanda Hardin, LPC, will be involved at every level of this role from the award of contract until this role is filled & established with qualified staff. Ms. Hardin will also be available for supervision and assistance to this role throughout the contract, should it be awarded to New Hope.

Facility

New Hope Counseling's Gainesville offices are located at 316 and 322 Spring Street, approximately 2 blocks from the Hall County Courthouse. All of our facilities are available for inspection by Hall County at any time.

Should Hall County request the use of our facility, each classroom at the Spring Street location has a capacity of 15 people with 5 classrooms available, in addition to private rooms for individual counseling. All facilities have restrooms available for participant use. A floor plan showing the total size of the building and the designated space to be committed to the Hall County Treatment Services may be found in the Appendix.

New Hope Counseling agrees to house a "locked" container to collect payments should the Court deem New Hope responsible for fee collections. This locked container is currently located in the group entrance stairwell at 322 Spring Street. New Hope also agrees that only the New Hope Liaison, Amanda Hardin, will have access to this locked box. This provides a system that is easily accessible to the participants as well as ensuring a secure method of retrieving the contents.

Memorandum of Understanding

If selected as the treatment provider for Hall County Treatment Services, New Hope agrees to submit to a formal contract or Memorandum of Understanding with Hall County Treatment Services that operationally defines the details of services New Hope will provide.

If selected as a treatment provider for Hall County Treatment Services, New Hope further agrees to furnish a Certificate of Liability Insurance in an amount not less than \$1,000,000 per occurrence, as outlined in the Terms and Conditions of the Bid.

NEW HOPE COUNSELING

P.O. Box 2323

Gainesville, GA 30503

Telephone 770-539-9669 Fax 770-539-9522

PROPOSAL – June 2, 2022

Bid No: 022-43

Hall County Counseling & Case Management Services Annual Contract

Price Per Participant

Pro-Rated Participant Cost for a 15 Month Program \$35 per week
(Includes Groups, Individual Sessions, & Case Management)

TOTAL COST PER PARTICIPANT* \$2,121

*Based on successful completion of a 15 month program, with no treatment delays due to non-compliance. This cost analysis also includes a Treatment Liaison position provided by New Hope Counseling.

New Hope agrees to continue to carry a negotiable balance due for participants who experience difficulty paying in a timely fashion. If necessary, New Hope looks to Hall County Treatment Services for assistance in collecting fees that become unreasonable.

Participant Cost Breakdown Outside of Monthly Fee

Cost per 1 hour group	\$15
Breathalyzer	no charge
Individual Counseling Session (1 hour session)	\$20
Victim Impact Panel	\$20
DBHDD Clinical Evaluation	\$60

NEW HOPE COUNSELING

P.O. Box 2323

Gainesville, GA 30503

Telephone 770-539-9669 Fax 770-539-9522

PROPOSAL – June 2, 2022

Bid No: 022-43

Hall County Counseling & Case Management Services Annual Contract

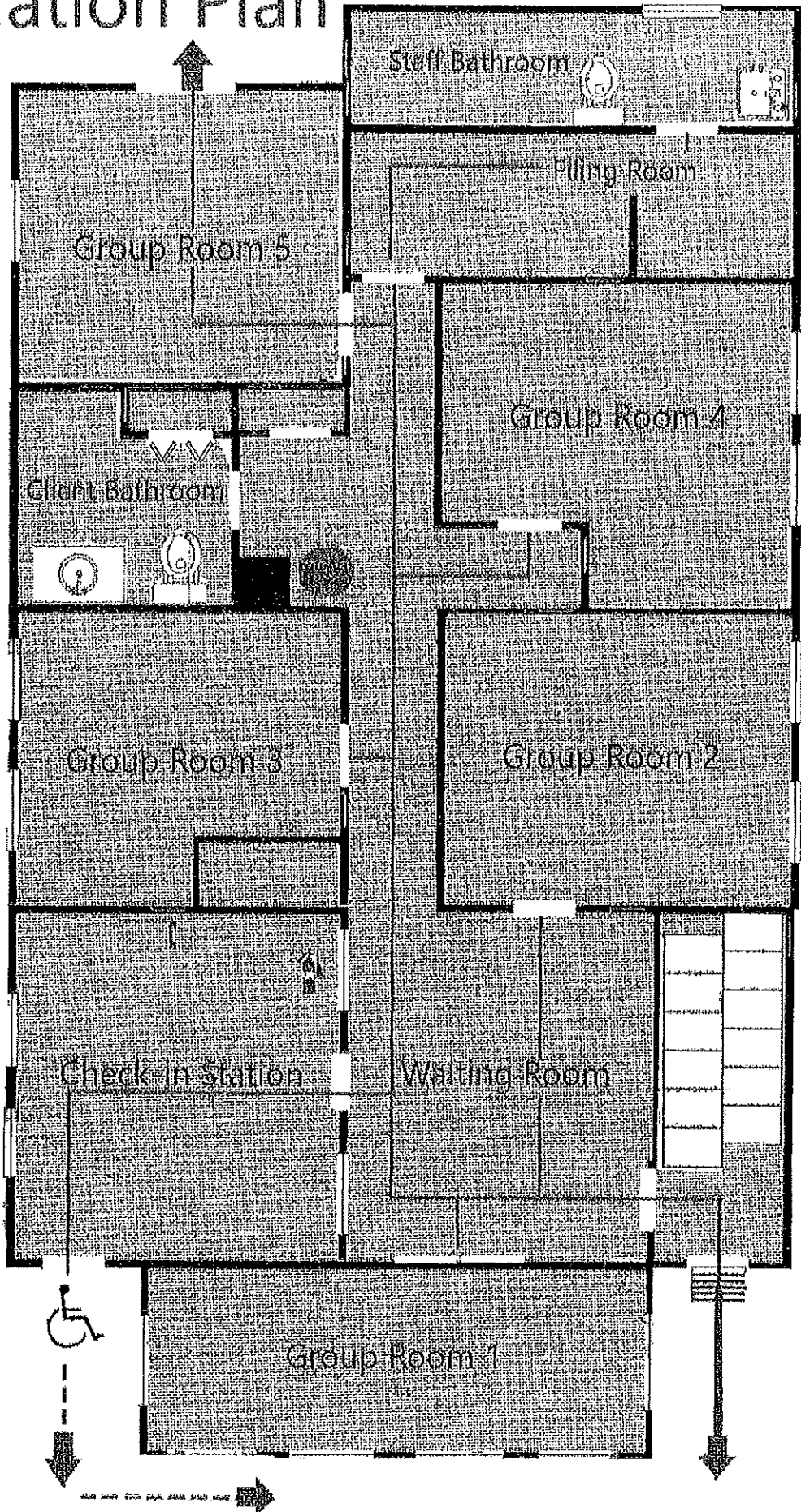
Hall County Treatment Services Cost Per Service

Group Facilitation	\$100 per group hour
Individual Counseling	\$75 per session hour
Case Management Session	\$75 per session hour
Non-Clinical Tasks	\$20 per hour
Treatment Liaison	\$20 per hour

APPENDIX

Fire Evacuation Plan

1st Floor



- | | |
|-------------------|--|
| Primary Route | |
| Secondary Route | |
| Emergency Phone | |
| Fire Extinguisher | |
| Handicap Ramp | |
| Location | |

COMPANY NAME	CITY	STATE	ZIP	CONTACT NAME	Bids	Hall	Vendor Request	Bid Board	No Bid
A BETTER CHOICE COUNSELING	OAKWOOD	GA	30566	WILLIAM JUDD	1	1			
BIDNET	LATHAM	NY	12110	BID CLERK	1			1	
CARE STAR	CINCINNATI	OH	45247	WALEED FADAYEL	1				
CREATION COUNSELING	GAINESVILLE	GA	30501	LAUREN SHOAF	1	1			
DANIEL & DANIEL COUNSELING	FLOWERY BRANCH	GA	30542	JIM DANIEL	1	1			
DODGE DATA & ANALYTICS	NEW YORK	NY	10022	JAYALAKSHMI L	1			1	
FAMILY 360 CENTER	CONYERS	GA	30013	DR. CHALONDA SMITH	1				
FOCUS7.LLC	DECATUR	GA	30035	CHARLES ERBY	1				
GEORGIA HOPE	DALTON	GA	30720	ERIN WIDNER	1				
HENDERSON COMMUNITY OUTREACH CENTER	ELKO	GA	31025	JANET GROVER MCGHEE	1				
INVERSE FOCUS LLC	SUMMERVILLE	GA	30747	MAGDANA PHILOSSAINT	1				
MATRIX COUNSELING & ASSESSMENT SERVICES	HIRAM	GA	30141	PATRICIA HARRIS	1				
MIDTOWN COUNSELING	GAINESVILLE	GA	30501	JOSE GALAVIZ	1	1			
NEW HOPE COUNSELING	GAINESVILLE	GA	30501	AMANDA HARDIN	1	1	1		
NORTH AMERICA PROCUREMENT COUNCIL, INC.	GRAND JUNCTION	CO	81504	SARMILA PRADHAN	1				
PRIM VENDOR	WILMINGTON	NC	28403	BID CLERK	1		1	1	
PRIME VENDOR	WILMINGTON	NC	28403	RONI	1			1	
PWXPRESS	JACKSONVILLE	FL	32208	MARY MILLER	1		1	1	
SOUTHERN DYNAMIC RESOURCES	SNELLVILLE	GA	30039	SEMON BATTLE	1				
THE COUNSELING HEALING CENTER	STONE MOUNTAIN	GA	30083	ANTITA CARTER	1				1
THE ROAD TO RECOVERY	GAINESVILLE	GA	30501	ROCIO WOODY	1	1			
WILSON'S GARDEN OF HOPE, LLC	AUGUSTA	GA	30909	SHATISHA M WILSON	1				
THE WESLEY CENTER FOR BEHAVIORAL WELLNESS	HIRAM	GA	30141	MIA WOLFREY, LCSW	1				
THW BONDS	CLOVIS	CA	93619	SHEILA SMITH	1		1	1	



AGENDA ITEM

Treatment Services

REPORT TO: Work Session (06/20/22)

REPORT TO: Meeting (06/22/22)

ITEM NO: 306/2022

SUBJECT: Approve the annual contract with the State of Georgia Department of Human Services for Hall County Treatment Services to provide drug screening services and appoint the Treatment Services Director as the Program Designee and authorize the Chairman to execute all related award documents.

Meetings:

Work Session Date: 06/20/22

Voting Meeting Date: 06/22/22

Executive Summary:

Presenter: JE

Recommendation:

Approval

Purpose of Request:

Approve the contract with the State of Georgia Department of Human Services for the Hall County Treatment Services to provide drug screening services and appoint the Treatment Services Director as the Program Designee and authorize the Chairman to execute all related award documents.

History:

Treatment Services has been providing drug testing services for Hall and Dawson County Department of Family and Children Services for the past 15 years. Since 2013, Treatment Services has entered into formal agreements with DFCS regarding drug testing services and has been awarded contracts annually.

Facts and Issues:

Options:

Beginning in FY20, the Department of Human Services (DHS) transitioned to a new state-wide contract and pricing agreement. Treatment Services was awarded a non-standard contract to provide drug testing services for our local DFCS offices which was extended for FY21, FY22 and FY23. From 2015-2020, Treatment Services collected and analyzed 4,448 screens for DFCS averaging 741 screens per year. Although COVID restrictions significantly impacted DFCS operations in 2020, Treatment Services Drug Testing Lab never ceased operations and continued to collect a total of 443 screens. From January-June 2021, we have collected a total of 282 screens for DFCS which is higher than the monthly average in 2020.

Funding Requested \$ 0.00
Are funds within current budget? Yes
Source of Funds Restricted Programs
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Grants Staff	Submit	Approve	Grants
JW	JE	JS	NS
Budget	Finance	Attorney	Administration
TS	WG	WLI	LJ
Clerk			
JR			

Attachments:

DHS Contract



**HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT**

AGENDA ITEM 306/2022

Funds Requested: \$ 0.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Restricted Programs

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
FY2023	024 - RESTRICTED PROGRAMS	360 - HALL COUNTY TREATMENT SVS	3526B - DRG TEST FEE - DFACS	\$37,474.00
FY2023	024 - RESTRICTED PROGRAMS	360 - HALL COUNTY TREATMENT SVS	4419 - TECHNICAL & PROFESSIONAL	\$37,474.00

Budget Transfer Items:

Additional Information/Comments:

Treatment Services invoices Department of Family and Children Services for screening provided by the drug testing laboratory. The expenditures and revenues from this contract net to zero.

Contact for Questions: JE

Phone: 770-536-3837



**STATE OF GEORGIA
DEPARTMENT OF HUMAN SERVICES
CONTRACT**

This Contract is entered into between the Department of Human Services and the Contractor named below:

State Entity's Name: Department of Human Services, through its Division of Family and Children Services (DFCS) hereinafter the "Department" or "DHS")

Contractor's Name: Hall County Georgia (hereinafter the "Contractor")	Contractor's Address: 2318 Browns Bridge Road Gainesville, GA US 30504
Contractor's FEI #: 58-6000836	Contractor's Accounting Year End Date: 06/30
Contractor's Entity Type: Public	

Department Administrative Information

DHS Contract #: 42700 – 040C – DS23 – 00966	Contractor
DHS (State) Financials Vendor ID #: 14610	CDFA # 93.276
NIGP Code(s): 95207 Exempt <input type="checkbox"/> Intergovt. <input checked="" type="checkbox"/>	<input type="checkbox"/> RFP <input type="checkbox"/> RFQ <input type="checkbox"/> Sole Source
Equip. Inv. Locator #: N/A	Total Options to Renew:
<input checked="" type="checkbox"/> Initial Contract <input type="checkbox"/> Emergency	
Summary of Contracted Services: The purpose of this contract is to provide drug screen services.	

Expense Revenue

Total Obligation: \$0.00 Federal: \$0.00 State: \$0.00 Match: \$0.00 Other: \$0.00

Contract Term:

Initial Contract Start Date: 07-01-2022 Contract Expiration Date: 06-30-2023 Contract Fiscal Year: FY 2023

Authorized Person(s) to Receive Contract Notices for DHS

Department of Human Services
Division of Family and Children Services
Attn: LaWanda Wills
2 Peachtree Street NW
Atlanta, GA 30303
470-230-7514
LaWanda.Wills1@dhs.ga.gov

Authorized Person(s) to Receive Contract Notices (Correspondence Only) for Contractor:

Hall County Georgia
Attn: Jessi Emmett
2318 Browns Bridge Road
Gainesville, GA 30504
770-536-3837
jemmett@hallcounty.org

Contractor's mailing address for all contract payment checks or remittance advice (EFT only) is:

Hall County Georgia
Attn: Jessi Emmett
P.O. Box 1435
Gainesville, GA 30501





SECTION I GENERAL CONTRACT PROVISIONS

PARA #101 CONTRACT DEFINED:

(101) 03/07/18

The following words shall be defined as set forth below:

“Administrative Addendum” means a form issued and executed by the Department to revise certain administrative information that does not affect the terms and conditions of the Contract. For example, DHS may issue an Administrative Addendum to revise contact persons for the Department.

“Contract” means the agreement between the Department and the Contractor including annexes, amendments, renewals, extensions and addenda.

“Contractor” means the provider(s) of the Services under the Contract.

“Department” or “DHS” means the State of Georgia Department of Human Services and the Division/Office identified in the Department of Human Services Contract with the Contractor for the Services identified.

“Services” means the services and deliverables as provided in the Contract and described in the Scope of Services.

“State” means the State of Georgia, the Department, and its Divisions/Offices and any other authorized State entities requiring services under or having an interest in the Contract.

This Contract is made and entered into by and between the Department, an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated (hereinafter O.C.G.A) § 49-2-1 and the Contractor, legally empowered to contract under the laws of the State of Georgia.

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in the Superior Court of Fulton County, State of Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or Subcontractors as a partner, employee, or agent of the Department, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.

PARA #102 PERIOD OF CONTRACT:

(102) 03/07/18

This Contract shall begin and expire on the dates specified in the Department of Human Services Contract unless terminated earlier in accordance with the applicable terms and conditions.

PARA #103 EXTENSION:

(104) 03/07/18

In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for services or the completion of all contracted deliverables, the Department may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the State a continuous supply of the services.

PARA #104 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:

(105B) 06/27/18

- A. **CONTACT INFORMATION:** The mailing addresses, contact persons, and contact information listed in the Contract may be changed during the term of this Contract by written notification to the other party. All notices provided for herein shall be deemed duly given upon delivery if delivered by hand or via email, or after three (3) days if by regular mail or certified/registered mail.
- B. **CHANGE IN CONTRACTOR INFORMATION:** In the event Contractor’s address, legal business name, or entity type or entity status changes during the term of this Contract, Contractor shall contact the Department with the correct information within thirty (30) days of such change.





- C. **CONTRACT SERVICE DELIVERY SITES:** This Contract may involve service delivery site(s). If the Annex titled Service Delivery Sites is included in this contract, the Contractor may move the service delivery site(s) during the term of this Contract with prior written approval of the Division or Office, provided the total cost of the Contract does not either increase or decrease.

PARA #105 NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:

(106A) 03/07/18

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN SERVICE PRACTICES:** The Contractor agrees to comply with Federal and State laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant Federal and State laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. **CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS:** The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the Federal and State laws, rules, regulations and policies described in this paragraph.

PARA #106 CONFIDENTIALITY:

(107) 03/09/16

The Contractor agrees to abide by all State and Federal laws, rules and regulations, and DHS policy and procedures respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or Subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for the Department may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

PARA #107 INSPECTION OF WORK PERFORMED:

(108) 03/10/16

The Department or its authorized representative shall have the right to enter into the premises of Contractor and/or all subcontractors, or any places where duties under this Contract are being performed, to inspect, monitor, or otherwise evaluate the performance under this Contract.

PARA #108 USE OF STATE VEHICLES:

(110A) 03/07/18

State vehicles shall not be used in the performance of this Contract.

PARA #109 INDEPENDENT CONTRACTOR RELATIONSHIP:

(111) 01/06/16

In its relationship with the Department and the State and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an Independent Contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and





regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the State. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the State or any of its agencies.

PARA #110 CONFLICT OF INTEREST:

(112A) 03/07/18

The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41 which prohibit and regulate certain transactions between certain State officials or Employees and the State of Georgia, have not been violated and will not be violated in any respect.

PARA #111 CONTRACT MODIFICATION/ALTERATION:

(113A) 03/07/18

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

PARA #112 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:

(114) 03/07/18

The Department reserves the right to suspend the Contract in whole or in part in the event that the Department in its sole discretion initiates an investigation into the performance and delivery of services by Contractor or in good faith determines that there is a likelihood that the Contractor is failing to comply with the quality of services or the specific completion schedule of its duties under the Contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

PARA #113 TERMINATION:

(115) 03/07/18

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- C. **FOR CONVENIENCE:** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.
- D. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:
 - (1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.





- (2) Contractor or any Subcontractor violates or fails to comply with any applicable provision of Federal or State law or regulation.
- (3) Contractor or any Subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
- (4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
- (5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any State insolvency law.
- (6) An assignment is made by the Contractor for the benefit of creditors.
- (7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
- (8) The Department deems that such termination is necessary if the Contractor or any Subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
- (9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
- (10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or State and Federal laws.

PARA #114 COOPERATION IN TRANSITION OF SERVICES:

(116) 01/01/15

Contractor agrees upon termination of this Contract, in whole or in part, for any reason that it will cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the Department. This will include, but not be limited to, the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

PARA #115 FORCE MAJEURE:

(117) 01/06/16

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

PARA #116 ACCESS TO RECORDS AND INVESTIGATION:

(118) 04/01/13

- A. The State and Federal government and the Department shall have access to all pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and Subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and Subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigation, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of the Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of the Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.





- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any Subcontractor for compliance with the provisions of this Contract and all applicable Federal and State laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of services authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.
- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of DOAS, the Georgia State Auditor or other authorized Federal or State agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, by any other paragraph of the RFP, or this Contract. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized Federal or State agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

PARA #117 COLLECTION OF AUDIT EXCEPTIONS: (119A) 03/07/18

The Contractor agrees that the Department may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by certified funds.

PARA #118 DEPARTMENT APPROVAL OF SUBCONTRACTS: (120A) 03/10/22

The decision to subcontract for services called for in this contract requires no prior approval by the Department. However, the Department requires that any subcontract for services specifies in this contract should be written and a copy made available for review upon request by the Department. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this contract. The Contractor will ensure that the subcontractor abides by all provisions of the contract and regulations applicable to subcontractors. The Contractor agrees to reimburse the Department for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this contract which are delegated to the subcontractor. All contracts with subcontractors must provide for the Department's access to client records. All subcontractors are subject to the Department's criminal history requirement.

PARA #119 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS: (121) 03/07/18

- A. The Contractor agrees to maintain any required city, county and State business licenses and any other special licenses required, prior to and during the performance of this Contract.
- B. The Contractor is responsible to ensure that Subcontractors are appropriately licensed.
- C. The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by State or Federal laws. The Contractor agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Contract or State and Federal laws, that this Contract may be terminated immediately in whole or in part.

PARA #120 CONSULTANT/STUDY CONTRACT: (122) 03/07/18

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.





- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

PARA #121 INDEMNIFICATION:

(123) 03/10/22

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, their officers and employees (collectively "Indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses for any loss or damage for bodily injury (including but not limited to death, personal injury, property, damage, attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract due to any act or omission on the part of the Contractor, its agents, employees, Subcontractors, or others working at the direction of the Contractor or on the Contractor's behalf; or due to any breach of this contract by Contractor (collectively, the "Indemnity Claims") regardless of whether the Contractor, its agents, employees, subcontractors, or others working at the direction of the Contractor or on the Contractor's behalf are deemed state officers or employees under the Georgia Tort Claims Act or otherwise, Contractor agrees to indemnify the Department for the acts or omissions of those employees or agents, even if such indemnity is considered to have resulted from the fault or negligence of the Indemnitees.

This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or to the extent allowed by law, the bankruptcy of the Contractor.

If and to the extent such damage or loss as coverage by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "Funds"), the Contractor agrees to reimburse the Funds for such funds paid out of the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and Insurers participating thereunder, to the full extent of this indemnification.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

PARA #122 PUBLICITY:

(125) 01/01/15

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Department's Office of Communication. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the of the Department.

PARA #123 INSURANCE:

(126B) 03/07/18

- A. Contractor shall, at its sole cost and expense, obtain, and during the entire term of this Contract, maintain, in full force and effect, the insurance coverage described in this Paragraph, protecting the Contractor and the Department, to the fullest extent allowed by law and up to the required limits, against any claims for damages, including but not limited to, bodily injury, damage to or destruction of property, or personal injury, arising out of the operations under the Contract.
- B. Contractor shall secure such insurance coverage either: (a) from an insurance carrier or carriers licensed to conduct business in the State of Georgia and having an A.M. Best Company rating of A-, Class VII or better, unless specific approval has been granted by the Department; (b) through a self-funded Risk Management Plan pursuant to O.C.G.A. § 45-9-21, *et seq.*; or (c) any combination thereof. Specifically, Contractor shall provide the minimum acceptable limits of liability as follows:
 - (1) Workers Compensation and Employer's Liability (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia in Title 34, Chapter 9 of the O.C.G.A. (A self-insurer shall submit to the Department a certificate from the Georgia Board of Workers Compensation stating that Contractor qualifies to pay its own workers compensation claims). Contractor shall require all Subcontractors that are required by statute to hold workers compensation insurance and that occupy the premises or perform work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.
 - (2) Commercial General Liability (Occurrence) to include contractual liability. Contractor shall self-fund all general liability losses up to \$2,000,000. Any losses which exceed the self-funded amount will be covered by Excess liability coverage.





- (3) Business Automobile Liability, in accordance with O.C.G.A. § 33-24-51 and in the amounts of the statutory limits established under O.C.G.A. § 36-92-2, to include, but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor's subcontractors, agents or representatives in the performance of this Contract.
 - (4) Excess Liability (Commercial Umbrella Insurance) (Occurrence). Contractor shall self-fund the \$2,000,000 self-insured retention (SIR) amount. Beyond the \$2,000,000 SIR, the Contractor shall provide \$20,000,000 in excess liability coverage.
- C. Contractor shall, within thirty (30) calendar days of the Effective Date, furnish the Department with any and all applicable insurance certificates evidencing proof of such coverage and providing the name and address of the insured; name, address, telephone number and signature of the authorized agent; the name of the insurance company; the limits of liability, the policy number and policy period). Copies of any renewal certificates shall be delivered to the Department within thirty (30) calendar days after the renewal date. The Department may, at its sole option, accept Contractor's written certification showing any self-funded Risk Management Plan has been authorized by and is in compliance with applicable law. All insurance certificates (or their legally equivalent) shall be received and approved by the Department prior to commencement of any work under this Contract. Failure to provide these documents shall be grounds for immediate termination or suspension of this Contract by the Department.
- D. Contractor shall not cancel, not renew, or reduce the scope of coverage without provision for equivalent substitute insurance. Furthermore, such cancellation, non-renewal or reduction in scope of coverage shall not take place until thirty (30) calendar days' written notice has been given to the Department, and Contractor has replacement insurance policy(ies) that satisfy the requirements set forth in this Paragraph. If Contractor fails to maintain insurance coverage described in this Paragraph, the Department may terminate this Contract for material breach.

PARA #124 DRUG-FREE WORKPLACE:

(127) 03/07/18

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
 - (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - (2) It will secure from any Subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
 - (1) The Contractor has made a false certification; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

PARA #125 PARTIES BOUND:

(128) 03/07/18

This Contract shall be binding on and beneficial to the parties to this Contract and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

PARA #126 COOPERATION WITH OTHER CONTRACTORS:

(129) 03/07/18

In the event that the Department has entered into or enters into agreements with other Contractors for additional work related to the services rendered hereunder, the Contractor agrees to cooperate fully with such other Contractors. The Contractor shall not commit any act that will interfere with the performance of work by any other Contractor.





PARA #127 CONTRACTOR ACCOUNTING REQUIREMENTS:

Contractor agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of this Contract (collectively the "records") to the extent and in such detail as will properly reflect all payments received under this Contract. Contractor's accounting procedures and practices shall conform to Generally Accepted Accounting Principles (GAAP)/Governmental Accounting Standards Board (GASB) and the costs properly applicable to the Contract shall be readily ascertainable there from.

PARA #128 TIME OF THE ESSENCE:

(131) 05/07/18

The Parties hereby agree that time is of the essence as it relates to the following:

- A. Any dates set forth in this Contract or any annex(es) attached hereto;
- B. The execution and completion of the services/deliverables as stated in the Annex attached and titled Scope of Services attached hereto and incorporated herein.

PARA #129 SEVERABILITY:

(133) 03/07/18

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this Contract that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.

PARA #130 FEDERAL AND DEPARTMENTAL PROHIBITIONS AND REQUIREMENTS RELATED TO LOBBYING: (134B) 03/07/08

A. Pursuant to 31 U.S.C. § 1352, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions, § 319 of Public Law 101-121, the Contractor agrees that:

- (1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) As a condition of receipt of any Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the Contractor shall file with the Department a signed "Certification Regarding Lobbying," attached hereto as an Annex.
- (3) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, copies of which may be obtained from the Department.
- (4) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by Contractor under subparagraphs (b) or (c) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - a. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - b. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - c. A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

B. Contractor further agrees that in accordance with the Federal appropriations act:

- (1) No part of any Federal funds contained in this Contract shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet,





booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress or any State legislature, except in presentation to the Congress or any State legislature itself.

- (2) No part of any Federal funds contained in this Contract shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.
- C. Contractor further agrees that no part of State funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.
- D. Penalties:
 - (1) Any Contractor who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
 - (2) An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.
 - (3) The Contractor shall require that the prohibitions and requirements of this paragraph be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

PARA #131 CRIMINAL HISTORY INVESTIGATIONS:

(135C) 03/10/22

- A. The Contractor agrees that, for the filling of positions or classes of positions having direct care/treatment/custodial responsibilities for services rendered under this Contract, applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of § 49-2-14 of the Official Code of Georgia, Annotated (O.C.G.A.). New staff/sub-contractors must have a successful criminal history fingerprint background check prior to service provision. Existing staff must have a successful criminal history fingerprint background check every five (5) years from the initial criminal background check. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology. Contractor must register with the Georgia Applicant Processing Services (GAPS) at www.aps.gemalto.com/ga/index.htm and follow the instructions provided at that website.
- B. Pursuant to O.C.G.A § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.
- C. The Contractor further agrees to complete a criminal history report including fingerprint record checks of all Foster Parents, residential and group home staff from the National Crime Information Center (NCIC) and the Georgia Crime Information Center (GCIC). The Contractor must obtain satisfactory results of criminal history report before the placement of a child. If the Contractor's Foster Parent fails to successfully pass the criminal history check, such individual will not be qualified to perform any services under this contract. Further, Contractor agrees that if a child is placed in a foster home with Foster Parents for whom the Contractor has not received a satisfactory criminal history report, the Contractor will repay all amounts paid to the Contractor for the Room, Board and Watchful Oversight of the child during any such period when the Contractor had not received a satisfactory criminal history report for the foster parents and the Department may, in its discretion, withhold payments owed to the Contractor under this or any other Contract to recoup the amount paid to the Contractor during such period.
- D. Any adult (age 18 and over) residing permanently or temporarily in the home and having access to children must inform the approving agency of any criminal indictments or convictions. A criminal history check including GCIC and NCIC finger printing must be performed and the outcomes documented. Repeat criminal history check, including fingerprinting, is required at least every (5) years at the time of the Annual Re-evaluation for all current foster parents and adults (age 18 and over) residing in the home.





- E. Provisions of this paragraph of the Contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning, or to personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

PARA #132 AIDS POLICY:

(136) 03/07/18

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.
- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

PARA #133 DEBARMENT:

(137) 03/07/18

In accordance with Executive Order 12549, Debarment and Suspension, as implemented at 2 CFR Part 180, 2 CFR Part 376, and 45 CFR § 75.213, Contractor certifies by signing the Annex titled Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion Lower Tier Covered Transaction that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal department or agency. Contractor further agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

PARA #134 NON-SMOKING POLICY FOR CHILDREN'S SERVICES:

(138) 03/07/18

The Contractor agrees to comply with the Pro-Children Act of 1994, Public Law 103-227 (codified at 20 U.S.C. §§ 6081-6084), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the Contractor and used routinely or regularly for the provision of health care, day care, early childhood development services, education or library services to children under the age of 18. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the Contractor.

PARA #135 ASSIGNMENT AND MERGER:

(139) 03/07/18

Contractor shall not assign or transfer any interest in this Contract without the prior written consent of DHS. In case of a merger between Contractor and another entity, Contractor must notify DHS immediately. DHS shall have the right to request that the resulting entity provide sufficient proof of its ability to fulfill and be bound by the terms of the contract and its willingness to do so. DHS in its sole discretion shall have the right to continue the contract with the resulting entity or terminate the contract. If DHS elects to continue the contract, the contract will be amended to reflect the same. No modification of this Contract shall be binding upon the Parties, unless consented to in writing, and signed by both Parties.

PARA #136 FUNDING:

(140) 01/06/16

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Department, as an agency of the State of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of the Department as of that moment. The Department shall remain obligated to pay for Services performed and accepted by the Department prior to such termination. The determination of the Department of the events stated above shall be conclusive.

SECTION II TERMS AND CONDITIONS

SECTION II





PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS: (201A) 03/07/18

The Department has a need for and desires the services/deliverables described in the Annex titled Scope of Services. The Contractor has represented to the Department its willingness and ability to provide the services/deliverables identified in the Scope of Services. The Contractor agrees to provide the services identified in the Scope of Services.

SECTION III CONTRACT PAYMENT PROVISIONS SECTION III

The Department will make payments to the Contractor within thirty (30) days of receipt of the required documentation that has been approved by the Department. The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex titled Payment Provisions:

PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR: (301B) 03/10/16

The Department will pay the Contractor according to the Rate Schedule attached Annex titled Payment Provisions after receipt of specified documentation and approval by the Department.

PARA #302 INVOICE SUBMISSION: (305F) 03/07/18

The Contractor agrees to submit an invoice monthly no later than the 10th calendar day following the end of each month in accordance with the Fixed Rate Schedule and monthly invoice packet as detailed in the Scope of Service. Each regional accounting office has up to 30 days to administer payment. Contractor has five (5) business days to correct invoices from date of notification of error. Any invoice submitted more than 10 days following the contract termination date will not be paid by the Department. The invoice form to be used is attached to this Contract in the Annex entitled Payment Provisions.

PARA #303 PROGRAMMATIC/PERFORMANCE AND OTHER REPORTS: (309C) 04/01/13

The following selected terms and conditions apply and may include additional provisions that are set forth in the Annex entitled Reporting Requirements:

The Contractor agrees to submit a monthly Organizational chart and any other applicable documents as it pertains to agency/staff/subcontractor as outlined in the Scope of Services not later than the 15th calendar day after the end of each month. The report forms to be used are attached to this Contract in the Annex entitled Reporting Requirements.

SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS SECTION IV

PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS: (401) 03/10/22

Contractor agrees that all work done as part of this contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits regardless of whether such Contractor, staff, agents, or subcontractors are deemed state officers or employees under the Georgia Tort Claims Act or otherwise. Contractor understands that the following items specifically apply in this contract but do not exclude any other applicable federal or State laws or requirements.

- A. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the Federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as an Annex, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

- B. **COMPLIANCE WITH SECURITY MANAGEMENT PROCESS:** The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a





request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS’s electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).

- C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.
- D. **COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION:** The Contractor agrees to comply in all applicable respects with the Governor’s Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.
- E. Fair Labor Standards Act of 1938, as amended.
- F. When Federal funds are included in the Contract, Contractor/Subrecipient shall adhere to the Procurement Standards as set forth in 2 CFR § 200.318 through § 200.331
- G. **COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS:** Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the Federal work authorization program. Contractor also agrees that throughout the performance of this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all Federal and State immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in the Annex titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. §. 13-10-90 *et seq.* and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in the Annex titled Security and Immigration Affidavits at the initiation of and throughout the Contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

- H. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:** (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- I. **CFDA AUTHORIZATION AND NUMBER:** Drug-Free Communities Act of 1997, Public Law 105-20. Reauthorized by Public Law 107-82 (CFDA # 93.276).
- J. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:

(402B) 03/07/18

Contractors that expend \$750,000.00 or more in **Federal funds** during their accounting year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending \$750,000 in Federal Funds and/or more than \$100,000 in **State funds** during their accounting year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractors expending at least \$25,000 but less than \$100,000 in **Federal/State funds** during their accounting year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions,





see the Department of Human Services On-line Directives Information System POL 1902 - External Entities Audit Standards and Sanctions.

Contractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the close of the Contractor's accounting year to the:

Director, Internal Audits
DHS Office of the Inspector General
Two Peachtree Street, N.W., 30th Floor
Atlanta, Georgia 30303-3142
Or email to dhs.financialreviews@dhs.ga.gov

PARA #403 CRITICAL INCIDENT REPORTING ("CIR"):

(403) 03/07/18

Contractor has the responsibility for ensuring the health and safety of Departmental clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the Contractor shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all Subcontractors employed by the Contractor to provide services pursuant to this Contract.

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.
- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The Department will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
 - (1) Whether or not client's health, safety and welfare are adequately protected;
 - (2) That the response to the situation and event was reasonable and appropriate;
 - (3) That the Contractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
 - (4) That Contractor and/or its staff or Subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract.
- G. Each Contractor shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor's or the Department's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

PARA #404 SECTION TITLES NOT CONTROLLING:

(404) 03/07/18

The section titles used in this Contract are for reference purposes only and shall not be deemed a part of this Contract.

PARA #405 ENTIRE UNDERSTANDING:

(405) 03/07/18





This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

SECTION V

PARA #501 CONTRACT ANNEX INCLUSION:

(501A) 03/07/18

This Contract includes annexes as listed below, which are hereto attached:

- Annex A Scope of Services
- Annex B Certification Regarding Lobbying
- Annex C Debarment Certification
- Annex D Payment Provisions
- Annex E Reporting Requirements
- Annex F Business Associate Agreement
- Annex G Notice Concerning Critical Incident Reporting
- Annex H Security and Immigration Compliance Affidavit





SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES

AND

Hall County Georgia

CONTRACTS WITH COUNTIES

IN WITNESS WHEREOF, the parties have each hereunto affixed their signatures on the dates indicated.

I, the undersigned Commissioner of _____ County, certify that this Contract is entered in Book No. _____, Page No. _____, of the official minutes of the Commission of _____ County.

CONTRACTOR EXECUTION:

Hall County Georgia
Name of Contractor

Signature

May 26, 2022

*Date signed by Contractor

Richard Higgins

*Typed name of individual signing
Chairman, Commission of Hall County Georgia

DEPARTMENTAL EXECUTION:

Department of Human Services

Deputy Chief of Staff

Date signed by the Department

Attestor's signature

Attestor's typed name

**Title of Attestor

*Must be Chairman or sole Commissioner

**Must be Clerk of Commission





SCOPE OF SERVICES

- I. Contractor will provide the following services/deliverables in accordance with the terms and conditions of the Contract:
 1. Provider will ensure and verify all para-professional and/or professional full/part time staff or sub-contractors have the required experience, education, credentials and/or training certification and be pre-approved by the State Office Contract Administrator prior to providing services under this contract, in accordance with the contract deliverables, programmatic requirements, polices, procedures and the CoStar Fiscal Manual set forth by DHS/DFCS.
 2. Providers will ensure all full/part time para-professional and/or professional staff and sub-contracted providers have been approved by DHS/DFCS prior to any service provision by submitting an agency organizational chart by the 15th of every month with all required documents to their assigned State Office Contract Administrator.
 3. Provider will ensure and verify all para-professional and/or professional full/ part time staff have the required education and credentials to perform services:
 - a. Criminal Background check/DHS Clearance letter
 - b. Valid State approved picture ID
 - c. Proof of training certificate
 - d. Resume
 - e. GED/High School Diploma or higher
 - f. Drug Screening Collection Training Certificate
 4. Provider will ensure that staff and/or sub-contractor is available for Court Appearance and/or Testimony.
 5. Provider will ensure they have a service authorization/referral form from DHS/DFCS, prior to providing any service.
 6. Provider will ensure that all services are delivered consistent with the frequency outlined in the referral/service authorization and performed by a qualified staff as outlined in the CoStar Manual.
 7. Provider will seek clarification from the case manager if clarity is needed and obtain a revised service authorization that clearly states the needs of the case manager and the services the provider should be providing.
 8. Provider will adhere to all policies, protocols, processes as defined by DHS/DFCS State Office and the Co-Star Fiscal Manual.
 9. Provider will submit a monthly invoice packet(s) by the 10th of each month to the assigned Regional/County Liaison. The packet will consist of the following:
 - Provider Invoice Batch Sheet
 - Drug Screen Invoice (one invoice/per case/per month & dates of service must match the service authorizations)
 - Service Authorizations
 - Drug Screen Results
 10. Provider will ensure invoices sent back for correction are resubmitted to the regional/county contract liaison within five (5) business days of receipt of Invoice Error Checklist/Letter outlining invoice errors.
 11. Provider will attend and participate in all mandatory meetings required by DHS/DFCS.
 12. Provider will follow up with the referring County Department, within 12 hours of receiving a referral to confirm receipt and communicate if Provider has accepted referral or rejected the referral and provide the reason for rejection.
 13. Provider will notify DHS/DFCS in writing, within 24 hours if client is non-compliant with appointment or refuses to complete any drug screen test collections.





14. Provider will report any unsafe conditions to County Department within 12 hours of observation. Written communication must follow initial notification within 24 hours of observation. Provider should follow mandated reporter procedures for any signs of immediate danger to a child.
15. Provider will report any child endangerment or safety/well-being issues to the Child Abuse Hotline as a mandated reporter.
16. Provider will have appropriate/adequate technology to communicate with State Office, County Department staff and other partners (i.e. computers, fax, phone, email, etc.)
17. Provider will notify the DFCS Contract Administration Director, their assigned State Office Contract Administrator and the DFCS County Office within 24 hours of an incident (critical or non-critical) via phone call or email. Provider will follow up by providing a written summary of the incident within 48 hours to the DFCS Contract Administration Director, their assigned State Office Contract Administrator, the DFCS County Director, Case Manager and Case Manager Supervisor.
18. Provider will comply with DHS/DFCS's right to assign this agreement to any entity acquiring all or substantially all of the duties, rights or obligations, and payments of DHS/DFCS for related work.
19. Provider will utilize the outstanding invoice protocol for all late/non-payment issues
 - a. The Provider must make 3 attempts to resolve any payment issues with the county contract liaison prior to the 45th business day
 - b. Check System & Method Incorporated (SMI) to verify if payment was made
 - c. If payment has not been made on or after the 45th business day from last invoice submittal, the Provider will send the Outstanding Invoice Spreadsheet to the assigned State Office Contract Administrator

II. The Department will provide the following in accordance with the terms and conditions of the Contract:

1. Provide a correct and fully completed service authorization/referral form to the contractor prior to the expectation that any service(s) is to be completed.
2. Provide a copy of the Co-Star Fiscal Manual, policy & programmatic requirements and forms as set forth by DHS/DFCS policies and procedures and the State of Georgia.
3. Provide to contractor at least forty-eight (48) hours advance notice for meetings.
4. Notify contractor within five (5) business days when quality of work is unsatisfactory, or a non-compliance issue is reported to the State Office DFCS Contract Administration Unit. DHS/DFCS shall allow provider to respond to allegations in writing prior to an administrative decision to either enter into a performance improvement plan, suspend or terminate their contract.
5. County Contract Liaisons will accept submission of correct and fully completed invoice packets, as described in PARA#303 no later than the 10th of each month.
6. County Contract Liaison will notify provider of errors and corrections to be made via email by completing the Error letter/Checklist that references the invoice & county within ten (10) business days of receipt of invoice.
7. County Contract Liaison will submit invoices to Regional Accounting, no later than ten (10) business days, after receipt of a correct invoice.
8. Regional Accounting will process payments within thirty (30) calendar days upon receipt and full approval of the invoice packet by accounting staff.
9. Assigned Contract Administrator will ensure contact with contractor following any reported unsafe condition(s) within 48 hours of the reported event(s).
10. Assigned Contract Administrator will conduct quality assurance, by monitoring/meeting with the contractor on a quarterly basis or as requested, to resolve any identified issues by the contractor or DHS/DFCS.
11. DFCS County Offices will notify the assigned State Office Contract Administrator in writing regarding contractor issues within 24 hours of identified issues.





12. May conduct audits of all contractual requirements and complete a report that summarizes performance compliance, strengths, and areas of concerns as needed.





CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by § 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By 
(Signature of Official Authorized to Sign)

Date May 26, 2022

Richard Higgins
Printed Name
Chairman
Title of Official





**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Richard Higgins		May 26, 2022
Name and Title of Authorized Representative	Signature	Date

INSTRUCTIONS FOR CERTIFICATION

- (1) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone 202/245-0729).
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.





PAYMENT PROVISIONS

(Family Treatment Courts) (UAS 521)				INVOICE	
Provider Name				SHINES Resource ID # (located on SA)	
Street Address				Invoice #	
City, State & Zip				Service Month/Year	
Phone #		Email		FEI#	
Bill To: (County DFCS Information)					
County Office				Phn:	
				Fax:	
Address					
Contractor Signature					
I do solemnly swear, under criminal penalty of a felony for false statements subject to punishment by fine of not more than \$1000 or by imprisonment of not less than one nor more than five years, that the above statements are true and I have incurred the described expenses below:					
Contractor Name: (Please				Date Submitted	
Contractor Signature				Date Submitted	
Service Authorization Number (SA must be attached):					
Case Name and Number:					
Date Provider Received Service Authorization:					
Date(s) Services Performed:					
Provider Employee/Contractor assigned to case:					





Adults and/or Children Authorized to Receive Services		
1		6
2		7
3		8
4		9
5		10
(Service Authorization/Referral Form must be attached to Invoice)		

Code	Description	Rate	Hrs/ Qty	Price
51AD	Drug Screen (Collection & Analysis): Hair Follicle	82.50		0.00
51AE	Drug Screen (Collection & Analysis): Urine	60.50		0.00
51AF	Drug Screen (Collection & Analysis): Sweat Patch	60.50		0.00
		Total Due		\$0.00
DFCS County Contract Liaison (Please Print)			Date	
Signature				

eff. 7.1.22





REPORTING REQUIREMENTS

Organizational Chart

Drug Screen Collection Only Provider Mandatory/Non-Mandatory Training Form





BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as “Agreement is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as “DHS”) and Hall County Georgia (hereinafter referred to as “Contractor”) as an annex to **Contract No. 42700 – 040C – DS23 – 00966** between DHS and Contractor (hereinafter referred to as “Contract”). The effective date of this Agreement shall be the date the Contract is executed by Contractor.

WHEREAS, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information (“PHI”) protected by other State and Federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a “Party” and collectively the “Parties”) hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or “HITECH”), Public Law 111-5, and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the “Privacy Rule and Security Rule.” If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term “NIST Baseline Controls” means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for “moderate impact” information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.





- C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).
3. Contractor warrants that only individuals designated by title or name on Annex F-1 and Annex F-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.
 4. Contractor warrants that the individuals listed by title on Annex F-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Annex F-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Annex F-1 are impermissible.
 5. Contractor warrants that the individuals listed by name on Annex F-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Annex F-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Annex F-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
 6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.
 7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

A. At DHS:

Jamila Coleman
DHS HIPAA Privacy Officer
Office of General Counsel
privacy@dhs.ga.gov
404-463-0363





Randy C. Coleburn
DHS Chief Information Security Officer
Randy.Coleburn@dhs.ga.gov
404-651-9876

- B. At Contractor: Jessi Emmett
(Contact name)
j Emmett@hallcounty.org
(Contact email address)
770-536-3837
(Contact phone number)

8. Contractor agrees that it will:

- A. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- B. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Annex F-1 and Annex F-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- E. Upon DHS’s reasonable request, but, no more frequently than annually, obtain an independent assessment of Contractor’s implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.





- G.** Ensure that its agents or Subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or Subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.

- H.** Except for “Non-Reportable Incidents,” report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

 - i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
 - ii. the inadvertent disclosure of PHI from a person designated in Annex F-1 or Annex F-2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Annex F-1 or Annex F-2 but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.

- I.** Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any Subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

 - i. The nature of the impermissible use or disclosure (the “incident”), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
 - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
 - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
 - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
 - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
 - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.





Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS's request for proof of implementation.

- J. Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

- K. Upon DHS's reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

- L. Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

- M. If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the





security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS’s approval of the notification letter.

- N. Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- O. In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual’s right of access, within five (5) business days following DHS’s request, or as otherwise required by State or Federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an individual’s Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P. Give the Secretary of the U.S. Department of Health and Human Services (the “Secretary”) or the Secretary’s designees access to Contractor’s books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary’s designees request such access or otherwise as the Secretary or the Secretary’s designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary’s designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary’s designees in such form, format or manner as the Secretary or the Secretary’s designees may require.
- Q. Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by State or Federal law or regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual’s request and shall provide such record to DHS upon request.
- R. In addition to any indemnification provisions in the Contract, indemnify DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and





Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.

- S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with Subcontractors enable Contractor to meet these deadlines.

9. DHS agrees that it will:

- A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

10. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

- A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:
 - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;
 - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or





- iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

- i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.
- ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- iii. This Effect of Termination section survives the termination of the Agreement.

11. Interpretation. Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

12. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.


13. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.





IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

Hall County Georgia

BY:  May 26, 2022
 SIGNATURE DATE
 Richard Higgins
 PRINTED NAME
 Chairman
 TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract





ANNEX F-1

List of Individuals Permitted to Receive, Use and Disclose DHS PHI

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. **If this is not applicable please mark the first line below with N/A:**

N/A

- _____
- _____
- _____
- _____
- _____

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Annex F-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Annex F-1 as needed and provide the updated form to DHS Project Leader Contact.





ANNEX F-2

Part 1:

Please initial beside the correct option. Please select only one option.

RH _____ Contractor **DOES NOT** need any user accounts to access DHS Information Systems.
Do not complete Part 2 of this form.

_____ Contractor **DOES** need user accounts to access DHS Information Systems. Please
complete Part 2 of this form.

Part 2:

Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinators privacy@dhs.ga.gov and Randy.Coleburn@dhs.ga.gov immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Annex F-2 as needed and provide the updated form to DHS Project Leader Contact.





Brian P. Kemp
Governor



Candice L. Broce
Commissioner

Georgia Department of Human Services
Aging Services | Child Support Services | Family & Children Services

NOTICE CONCERNING CRITICAL INCIDENT REPORTING

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: inspectorgeneralhotline@dhs.ga.gov

**Via web: <http://dhs.georgia.gov>, Navigate to “Divisions & Offices”,
scroll to “Office of Inspector General” and click “online form”.**

Address: 2 Peachtree Street, NW, Suite 30.450
Atlanta, Georgia 30303-3142





Security Immigration Compliance Form for Contractors

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Human Services has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

46833 (This is a 4, 5, or 6-digit number, also known as eVerify Company ID)
Federal Work Authorization User Identification Number (Not Tax ID or SS Number)

07/09/07 Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Hall County Board of Commissioners Name of Contractor (Legal Name of Contractor, not an abbreviated version)

Hall County Treatment Services Name of Project (or Service Provided, such as "DFCS Client Services")
Department of Human Services

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 17 February, 2022 in Cumminville (city), GA (state).

Jessi Emmett Signature of Authorized Officer or Agent

Jessi Emmett, Director
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 17 DAY OF February, 2022.

Joni Southard
NOTARY PUBLIC
My Commission Expires: 09-07-2025

Clarified Version 1/5/2015-agb

