



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

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

**Streamed Live on Hall County Government's Website - [www.hallcounty.org](http://www.hallcounty.org)  
Monday, August 08, 2022 - 03:00 PM**

**Call to Order**

**Administration**

- 1 Approve the renewal of the FY 2023 Memorandum of Understanding and amend the FY 2022 Memorandum of Understanding with the University of Georgia (UGA) Extension for Cooperative Extension services and personnel; authorize the Chairman to execute all related documents, subject to the review and approval by County Attorney.

**Appointments for Consideration**

- 2 Hospital Authority nominations (3) for a term from October 1, 2022 to September 30, 2025. Chairman's Nominations.
- 3 Hospital Authority nominations (3) for a term from October 1, 2022 to September 30, 2025. Commission District 1.
- 4 Hospital Authority nominations (3) for a term from October 1, 2022 to September 30, 2025. Commission District 3.

**Community Services and Parks**

- 5 Approve the award for the construction of one (1) basketball court at Butler Park for Parks and Leisure Services to Signature Tennis Courts, Inc. of Woodstock, GA, in the amount of \$78,400.00.

**Corrections and Maintenance**

- 6 Approve the application of the Criminal Justice Coordinating Council's (CJCC) Residential Substance Abuse Treatment (RSAT) Program Grant for the Correctional Institute's treatment program in the amount of \$28,000.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A in-kind match of 25% will be required.

**County Attorney**

- 7 Approval and authorization for the Chairman to execute a resolution consenting to the de-annexation of 2866 NE Lanier Tech Drive, Gainesville, GA, pursuant to O.C.G.A. § 36-36-22, subject to review and approval by County Attorney.

- 8 Approval and authorization for the Chairman to execute a Performance/Maintenance Agreement and a Guaranty Performance/Maintenance Bond with Riverbrook Investment, LLC concerning private streets known as Wahoo Falls Trace and Somerset Way, as well as any and all documents necessary to effectuate the transaction, subject to review and approval by County Attorney.
- 9 Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain with regard to the Sardis Road Connector Project, Parcel 19, Hall County tax parcel number 10072 003087, 2735 Fran Mar Drive, presently owned by Larry Harris, a/k/a Ronald Larry Harris, for public road purposes, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by County Attorney.
- 10 Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain with regard to the Sardis Road Connector Project, Parcel 28, Hall County tax parcel number 10072 003078, 2767 Fran Mar Drive, presently owned by Program MGT Consulting 3, LLC, for public road purposes, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by County Attorney.
- 11 Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain with regard to the Sardis Road Connector Project, Parcel 108, Hall County tax parcel number 10098 000113, 3587 Southers Road, presently owned by Juan Carlos Lomas-Vital, for public road purposes, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by County Attorney.

### **Emergency Management**

- 12 Approve the purchase of VxRail Hardware and Software for Central Communications/911 to Ahead, Inc. of Chicago, IL, in the amount of \$374,589.55.
- 13 Approve the purchase of software and services for the re-hosting of Computer Aided Dispatch (CAD) services for Central Communications/911 with TriTech Software Systems of Lake Mary, FL, in the amount of \$57,915.00.

### **Fire Rescue**

- 14 Approve the sole source purchase of four (4) X Series Advanced Monitors/Defibrillators for Fire Rescue to ZOLL Medical Corporation of Chelmsford, MA, in the amount of \$146,139.28.

## **Planning and Development**

- 15 Application of Rochester & Associates, LLC to rezone from Light Industrial (I-I) to Residential-I (R-I) on a 2.06± acre tract located on the west side of Youngblood Road approximately 416 feet from its intersection with Winder Highway; a.k.a. 4740 Youngblood Road; Zoned I-I; Tax Parcel 15037A000031(pt.). Proposed use: single family residence. Commission District 1.
- 16 Application of Jamie T. Crawford to rezone from Planned Commercial Farm District (PCFD) to Agricultural Residential-IV (AR-IV) on a 3.19± acre tract located on the south side of Henson Road approximately 358 feet from its intersection with Fields Road; a.k.a. 5727 & 5769 Henson Road; Zoned PCFD; Tax Parcel 12044 000016 & 12044 000001 (pt.). Proposed use: homestead. Commission District 3.
- 17 Application of Ponderosa Land Holdings, LLC to rezone from Agricultural Residential-III (AR-III) and Residential-I (R-I) to Planned Residential Development (PRD) on a 31.64± acre tract located on the west side of Winder Highway at its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Zoned AR-III & R-I; Tax Parcel 15037A000070 & 000001. Proposed use: single family development. Commission District 1.

## **Public Works and Utilities**

- 18 Approval and authorization for the Chairman to execute a resolution to amend the Code of Ordinances of Hall County, Georgia relating to final plat review, approval requirements and maintenance bonds, subject to review and approval by County Attorney.
- 19 Approval and authorization for the Chairman to execute a resolution to amend the Code of Ordinances of Hall County, Georgia relating to the installation of sidewalks, subject to review and approval by County Attorney.
- 20 Approve the sole source purchase of Wetland and Stream Mitigation Credits for the Friendship Road Sewer Extension to Big Sandy Creek, LLC of Lawrenceville, GA, in the amount of \$599,434.00.
- 21 Approve the Collection of a \$451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase I. Commission District 1.

## **Sheriff's Office**

- 22 Approve the lease-purchase agreement for radios and services for the Sheriff's Office to Motorola Solutions, Inc. of Chicago, IL in the amount of \$2,250,000.00, and authorize the Chairman to execute all related documents, subject to review and approval by County Attorney.
- 23 Approve the sole source purchase of new showers and fixtures at the Hall County Jail for the Sheriff's Office to Intelligent Conservation Systems, Inc. of Oviedo, FL, in the amount of \$385,000.00.

## **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

### Administration

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**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 397/2022

**SUBJECT:** Approve the renewal of the FY 2023 Memorandum of Understanding and amend the FY 2022 Memorandum of Understanding with the University of Georgia (UGA) Extension for Cooperative Extension services and personnel; authorize the Chairman to execute all related documents, subject to the review and approval by County Attorney.

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#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** ZP

**Recommendation:**

Approve

#### Purpose of Request:

Renew the existing Memorandum of Understanding and approve multiple Request for Verification of Position Funding for New and Replacement Positions with UGA Extension for Cooperative Extension Services. The FY 2023 renewal maintains all existing terms and conditions, but with modifications to the contract budget amount due to the Hall County Extension Coordinator position moving to a UGA faculty position. Additionally, the FY 2022 contract budget amount is being amended by \$2,487.00 to compensate the County Agent for administrative responsibilities effective January 1, 2022. Additionally, we request the Board to authorize the Chairman to execute all related documents, subject to the review and approval by the County Attorney.

#### History:

On May 27, 2021 the Hall County Board of Commissioners approved and executed a Memorandum of Understanding (MOU) with the Board of Regents of the University System of Georgia on behalf of the University of Georgia (UGA) Extension for Cooperative Extension Services and Personnel. This MOU outlines the operating requirements for the Hall County Extension Services and personnel arrangement between cooperative contract pay and county funded extension personnel.

#### Facts and Issues:

#### Options:

The University of Georgia Extension Services has requested modifications to the staffing arrangement as part of the FY 2023 budget agreement. The current 100% Hall County 4-H Extension Coordinator position would move to a UGA faculty position, requiring UGA to provide all salary and benefits for this position moving forward. Reimbursement for a portion of this position's salary and benefits (57%) would be reimbursed by Hall County quarterly as outlined in the current existing MOU. Additionally, as part of this proposal, the existing Hall County 4-H Extension Coordinator position that is being moved to UGA is being reclassified to a 4-H County Extension Program Assistant (CEPA). This position is a lesser grade than the previous Hall County 4-H Extension Coordinator position. These modifications are budget and position control neutral for the FY 2023 Operating Budget in the General Fund - Department 182 - County Agent. Finally, the FY 2022 contract budget is being amended by \$2,487.00 to appropriately fund an increase in compensation for the County Agent related to additional administrative duties that were effective January 1, 2022.

**Funding Requested** \$ 216,848.00  
**Are funds within current budget?** Yes  
**Source of Funds** General Fund  
**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** Yes  
**Has it been reviewed by the County Attorney?** Yes  
**Is there a deadline for this item?** 2022-08-11

**Approvals:**

Approve	Budget	Finance	Attorney
ZP	EW	WG	WLI
<b>Administration</b>		<b>Clerk</b>	
ZP		AO	

**Attachments:**

- Financial Supplement
- UGA-Hall County BOC FY 2022 Contract Amendment
- UGA-Hall County BOC FY 2023 Contract Renewal
- Request for Verification Form - New UGA 4-H Extension Agent from 100% Hall County Position
- Hall 4-H CEPA Request for Verification of Position Funding Aug 2022



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

**AGENDA ITEM 397/2022**

**Funds Requested:** \$ 216,848.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

General Fund

Yes

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2022	001 - GENERAL	182 - COUNTY AGENT	4419 - TECHNICAL & PROFESSIONAL	\$2,487.00
2023	001 - GENERAL	182 - COUNTY AGENT	4419 - TECHNICAL & PROFESSIONAL	\$152,008.00
2023	001 - GENERAL	182 - COUNTY AGENT	4104 - SALARIES	\$32,500.00
2023	001 - GENERAL	182 - COUNTY AGENT	4110 - F.I.C.A.	\$2,487.00
2023	001 - GENERAL	182 - COUNTY AGENT	4131 - RETIREMENT	\$2,600.00
2023	001 - GENERAL	182 - COUNTY AGENT	4121 - HEALTH INSURANCE	\$24,766.00

**Budget Transfer Items:**

Fiscal Year	Fund	Division	Account	Amount
2023	001 - GENERAL	182 - COUNTY AGENT	4104 - SALARIES	\$24,000.00
2023	001 - GENERAL	182 - COUNTY AGENT	4419 - TECHNICAL & PROFESSIONAL	\$24,000.00

**Additional Information/Comments:**

Both FY 2022 and FY 2023 contract and position modifications are budget neutral, and therefore, it is not necessary to increase to the department budget nor position control. The budget transfer outlined above for FY 2023 is to move funding from the salary account line to the technical & professional account line to appropriately fund the 4-H Extension Coordinator position moving from 100% Hall County to a UGA position and partially funded by Hall County through quarterly reimbursements.

**Contact for Questions:** ZPH

**Phone:** 770-536-3275

## Hall County BOC Budget July 1, 2021 to June 30, 2022

To: Bobby Smith  
Northeast District Extension Head

From: Richard Higgins, Chairman of the BOC  
Hall County Board of Commissioners

### Continue of Hall County BOC Contract

The Hall County Board of Commissioners wishes to continue the contract between Hall County Board Of Commissioners and the Board Of Regents of the University of Georgia System of Georgia on behalf of the University of Georgia, Cooperative Extension. The term of this agreement shall be from July 1, 2021 to June 30, 2022. Final invoice requested within 60 days of Contract end date of June 30, 2022.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Hall Co BOC  
Signature *Garrett Hibbs* Print Name Garrett Hibbs Date 6-21-22  
County Extension Coordinator

Personnel	2021/2022		Difference	
	Original	Amended 1/1/22		
Hibbs, Garrett \$3,900 inc 1/1/22	19,071	21,021	1,950	
FACS Agent	25,200	25,200	-	
Callahan, Autumn	17,959	17,959	-	
Program Assistant	14,303	14,303	-	
Davis, Karen	15,465	15,465	-	
<b>Total</b>	<b>91,998</b>	<b>93,948</b>	<b>1,950</b>	
<b>Teachers Retirement (19.81%)</b>				
Hibbs, Garrett	3,778	4,165	387	
FACS Agent	4,993	4,993	-	
Callahan, Autumn	3,558	3,558	-	
Program Assistant	2,834	2,834	-	
Davis, Karen	3,064	3,064	-	
<b>Total</b>	<b>18,227</b>	<b>18,614</b>	<b>387</b>	
<b>FICA OASDI (Soc. SEC) (6.2%)</b>				
Hibbs, Garrett	1,183	1,304	121	
FACS Agent	1,563	1,563	-	
Callahan, Autumn	1,114	1,114	-	
Program Assistant	887	887	-	
Davis, Karen	959	959	-	
<b>Total</b>	<b>5,706</b>	<b>5,827</b>	<b>121</b>	
<b>FICA HI (Medicare) (1.45%)</b>				
Hall County BOC PO Drawer 1435 Finance Department Payroll Supervisor Gainesville, GA 30503 770-535-8275	Hibbs, Garrett	277	305	29
	FACS Agent	366	366	-
	Callahan, Autumn	261	261	-
	Program Assistant	208	208	-
	Davis, Karen	225	225	-
	<b>Total</b>	<b>1,337</b>	<b>1,365</b>	<b>29</b>
<b>Total</b>	<b>117,268</b>	<b>119,754</b>	<b>2,487</b>	

Please bill the Board of Commissioners Quarterly for the actual expenses of the above.  
Not to include any benefits except for the TRS and FICA listed above.

**All benefits not listed above to be charged to state funds for this contract**

Hall County requests that final billing be sent with in 60 days of contract end date.



## Hall County BOC Budget July 1, 2022 to June 30, 2023


To: Bobby Smith  
Northeast District Extension Head

From: Richard Higgins, Chairman of the BOC  
Hall County Board of Commissioners

### Continue of Hall County BOC Contract

The Hall County Board of Commissioners wishes to continue the contract between Hall County Board Of Commissioners and the Board Of Regents of the University of Georgia System of Georgia on behalf of the University of Georgia, Cooperative Extension. The term of this agreement shall be from July 1, 2022 to June 30, 2023. The Northeast District Extension will be allowed to rebudget funds without prior written approval from Hall County as long as such rebudgeting does not result in a increase in the compensation authorized in this year's budget. Final invoice requested within 60 days of Contract end date of June 30, 2023.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_

Hall Co BOC  
Signature  Print Name Garrett Hibbs Date 6-21-22  
County Extension Coordinator

Personnel	2022/2023
Hibbs, Garrett	22,971
Moore, Jessica	25,200
Callahan, Autumn	17,959
4-H Agent	37,500
Davis, Karen	15,465
<b>Total</b>	<b>119,095</b>
<b>Teachers Retirement (19.98%)</b>	
Hibbs, Garrett	4,590
Moore, Jessica	5,035
Callahan, Autumn	3,589
4-H Agent	7,493
Davis, Karen	3,090
<b>Total</b>	<b>23,797</b>
<b>FICA OASDI (Soc. SEC) (6.2%)</b>	
Hibbs, Garrett	1,425
Moore, Jessica	1,563
Callahan, Autumn	1,114
4-H Agent	2,325
Davis, Karen	959
<b>Total</b>	<b>7,386</b>
<b>FICA HI (Medicare) (1.45%)</b>	
Hibbs, Garrett	334
Moore, Jessica	366
Callahan, Autumn	261
4-H Agent	544
Davis, Karen	225
<b>Total</b>	<b>1,730</b>

Hall County BOC  
PO Drawer 1435  
Finance Department  
Payroll Supervisor  
Gainesville, GA 30503  
770-535-8275  
[accountspayable@hallcounty.org](mailto:accountspayable@hallcounty.org)  
[lrjones@hallcounty.org](mailto:lrjones@hallcounty.org)

**Total 152,008**

Please bill the Board of Commissioners Quarterly for the actual expenses of the above.  
Not to include any benefits except for the TRS and FICA listed above.

**All benefits not listed above to be charged to state funds for this contract**


Hall County requests that final billing be sent within 60 days of contract end date.



**Request for Verification of Position Funding for  
New and Replacement Positions**

Please confirm/verify the position funding by completing this form. Please forward this form, along with supporting county related documents to the district office. Retain a copy of this fully signed and completed form for your records and give a copy to your county funding body.

New Position:  Existing Position:  Full Time:  Part Time:

County	Hall	Position Title:	4-H Agent		
Employee Replacing:	Proposed New UGA from 100% county position			Hours/week:	40
Salary Commitment Breakdown					
	Board of Commission	Board of Education	Other (Grant)	UGA	Totals
Cooperative Pay Type:	Direct Pay <input type="checkbox"/> Contract Pay <input checked="" type="checkbox"/>	Direct Pay <input type="checkbox"/> Contract Pay <input type="checkbox"/>	Internal <input type="checkbox"/> External <input type="checkbox"/>		
Gross Wages	\$37,500.00			\$14,500.00	\$52,000.00
SS/Med - FICA (7.65%)	\$2,869.00			\$1,110.00	\$3,979.00
TRS (19.98% eff. 7/1/22)	\$7,493.00			\$2,898.00	\$10,391.00
Ins. (Med/Life) (25%)				\$17,776.00	\$17,776.00
Other: (i.e. Travel, Operating)					\$0.00
Other: (Travel stipend/allotment)					\$0.00
<b>Total Commitment</b>	<b>\$47,862.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$36,284.00</b>	<b>\$83,646.00</b>
Position Justification:	<input type="checkbox"/> County is providing use of county vehicle.				
UGA all Health & Life					
CEC Signature				Date	6-21-22
BOC Official Signature				Date	
BOE Official Signature				Date	
Search Committee Names:					



**Request for Verification of Position Funding for  
New and Replacement Positions**

Please confirm/verify the position funding by completing this form. Please forward this form, along with supporting county related documents to the district office. Retain a copy of this fully signed and completed form for your records and give a copy to your county funding body.

**New Position:**       **Existing Position:**       **Full Time:**       **Part Time:**

<b>County</b>	<b>Hall</b>	<b>Position Title:</b>	<b>4-H CEPA</b>		
<b>Employee Replacing:</b>	Proposed 100% county position			<b>Hours/week:</b>	40
Salary Commitment Breakdown					
	Board of Commission	Board of Education	Other (Grant)	UGA	Totals
<b>Cooperative Pay Type:</b>	Direct Pay <input type="checkbox"/> Contract Pay <input checked="" type="checkbox"/>	Direct Pay <input type="checkbox"/> Contract Pay <input checked="" type="checkbox"/>	Internal <input type="checkbox"/> External <input type="checkbox"/>		
<b>Gross Wages</b>	\$32,500.00				\$32,500.00
<b>SS/Med - FICA (7.65%)</b>	\$2,487.00				\$2,487.00
<b>TRS (19.98% eff. 7/1/22)</b>	\$2,600.00				\$2,600.00
<b>Ins. (Med/Life) (25%)</b>	\$24,766.00				\$24,766.00
<b>Other: (i.e. Travel, Operating)</b>					\$0.00
<b>Other: (Travel stipend/allotment)</b>					\$0.00
<b>Total Commitment</b>	\$62,353.00	\$0.00	\$0.00	\$0.00	\$62,353.00
<b>Position Justification:</b>	<input type="checkbox"/> County is providing use of county vehicle.				
CEPA Salary \$14,303 and then fringe \$3,929 listed on county contract					
<b>CEC Signature</b>				<b>Date</b>	
<b>BOC Official Signature</b>				<b>Date</b>	
<b>BOE Official Signature</b>				<b>Date</b>	
<b>Search Committee Names:</b>					



## AGENDA ITEM

### Appointments for Consideration

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**REPORT TO:** Work Session (08/08/22)  
**REPORT TO:** Voting Meeting (08/11/22)  
**ITEM NO:** 422/2022  
**SUBJECT:** Hospital Authority nominations (3) for a term from October 1, 2022 to September 30, 2025. Chairman's Nominations.

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#### Meetings:

**Work Session Date:** 08/08/22      **Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** B  
**Recommendation:**  
N/A

**Purpose of Request:**  
Hospital Authority nominations (3) for a term from October 1, 2022 to September 30, 2025. Chairman's Nominations.

**History:**  
Previous nominations were Benny Bagwell, Rusty Hopkins and Terry Evans.

#### Facts and Issues:

#### Options:

<b>Funding Requested</b>	\$ 0.00
<b>Are funds within current budget?</b>	No
<b>Source of Funds</b>	
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	No
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	2022-09-30

#### Approvals:

Approve	Attorney	Administration	Clerk
JR	WLI	LJ	JR

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#### Attachments:

Letter from Hospital Authority/Nomination Form



Northeast Georgia Health System

June 27, 2022

**VIA EMAIL – [rhiggins@hallcounty.org](mailto:rhiggins@hallcounty.org)**  
**AND REGULAR U.S. MAIL**

Mr. Richard Higgins, Chairman  
Hall County Board of Commissioners  
P.O. Box 1435  
Gainesville, GA 30503

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

Dear Chairman Higgins,

The Hospital Authority bylaws provide that terms will expire on September 30, 2022. The Authority members whose terms of office will be expiring this year are Benny Bagwell, Steve Blair and Lee Hemmer. Both Mr. Bagwell and Mr. Hemmer have served well during their term of office and are eligible and interested in serving a renewal term if the County Commissioners choose to include their names among its nominees. Mr. Blair has graciously declined future service.

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

Sincerely,

Andrei Boyarshinov  
Chief Legal Officer

cc: Jock Connell, County Administrator  
Jennifer Rivera, Commission Clerk (via email)  
Martha Randolph, Hospital Authority Chair  
Vicky Curtis, NGHS Governance Coordinator

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

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

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

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

1. Position to succeed Benny Bagwell:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

2. Position to succeed Steve Blair:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

3. Position to succeed Lee Hemmer:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BOARD OF COMMISSIONERS OF  
HALL COUNTY, GEORGIA**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member



## AGENDA ITEM

### Appointments for Consideration

**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 423/2022

**SUBJECT:** Hospital Authority nominations (3) for a term from October 1, 2022 to September 30, 2025. Commission District 1.

#### Meetings:

**Work Session Date:** 08/08/22                      **Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** BoC

**Recommendation:** N/A

**Purpose of Request:** Hospital Authority nominations (3) for a term from October 1, 2022 to September 30, 2025. Commission District 1.

**History:** Previous nominations were Steven Blair, Jessica Cowart, and Sally Oliver. Mr. Blair does not wish to serve another term.

**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?** 2022-09-30

**Approvals:**

Approve	Attorney	Administration	Clerk
JR	WLI	LJ	JR

**Attachments:**



Letter from Hospital Authority/Nomination Form



Northeast Georgia Health System

June 27, 2022

**VIA EMAIL – [rhiggins@hallcounty.org](mailto:rhiggins@hallcounty.org)**  
**AND REGULAR U.S. MAIL**

Mr. Richard Higgins, Chairman  
Hall County Board of Commissioners  
P.O. Box 1435  
Gainesville, GA 30503

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

Dear Chairman Higgins,

The Hospital Authority bylaws provide that terms will expire on September 30, 2022. The Authority members whose terms of office will be expiring this year are Benny Bagwell, Steve Blair and Lee Hemmer. Both Mr. Bagwell and Mr. Hemmer have served well during their term of office and are eligible and interested in serving a renewal term if the County Commissioners choose to include their names among its nominees. Mr. Blair has graciously declined future service.

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

Sincerely,

Andrei Boyarshinov  
Chief Legal Officer

cc: Jock Connell, County Administrator  
Jennifer Rivera, Commission Clerk (via email)  
Martha Randolph, Hospital Authority Chair  
Vicky Curtis, NGHS Governance Coordinator

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

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

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

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

1. Position to succeed Benny Bagwell:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

2. Position to succeed Steve Blair:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

3. Position to succeed Lee Hemmer:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BOARD OF COMMISSIONERS OF  
HALL COUNTY, GEORGIA**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member



## AGENDA ITEM

### Appointments for Consideration

**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 424/2022

**SUBJECT:** Hospital Authority nominations (3) for a term from October 1, 2022 to September 30, 2025. Commission District 3.

**Meetings:**

**Work Session Date:** 08/08/22                      **Voting Meeting Date:** 08/11/22

**Executive Summary:**

**Presenter:** BoC  
**Recommendation:** N/A

**Purpose of Request:**  
 Hospital Authority nominations (3) for a term from October 1, 2022 to September 30, 2025. Commission District 3.

**History:**  
 Previous nominations were Lee Hemmer, Gail Miller and Dixie Truelove.

**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?** 2022-09-30

**Approvals:**

Approve	Attorney	Administration	Clerk
JR	WLI	LJ	JR

**Attachments:**

Letter from Hospital Authority/Nomination Form



Northeast Georgia Health System

June 27, 2022

**VIA EMAIL – [rhiggins@hallcounty.org](mailto:rhiggins@hallcounty.org)**  
**AND REGULAR U.S. MAIL**

Mr. Richard Higgins, Chairman  
Hall County Board of Commissioners  
P.O. Box 1435  
Gainesville, GA 30503

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

Dear Chairman Higgins,

The Hospital Authority bylaws provide that terms will expire on September 30, 2022. The Authority members whose terms of office will be expiring this year are Benny Bagwell, Steve Blair and Lee Hemmer. Both Mr. Bagwell and Mr. Hemmer have served well during their term of office and are eligible and interested in serving a renewal term if the County Commissioners choose to include their names among its nominees. Mr. Blair has graciously declined future service.

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

Sincerely,

Andrei Boyarshinov  
Chief Legal Officer

cc: Jock Connell, County Administrator  
Jennifer Rivera, Commission Clerk (via email)  
Martha Randolph, Hospital Authority Chair  
Vicky Curtis, NGHS Governance Coordinator

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

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

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

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

1. Position to succeed Benny Bagwell:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

2. Position to succeed Steve Blair:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

3. Position to succeed Lee Hemmer:

(a) \_\_\_\_\_

(b) \_\_\_\_\_

(c) \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BOARD OF COMMISSIONERS OF  
HALL COUNTY, GEORGIA**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member



## AGENDA ITEM

### Community Services and Parks

---

**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 427/2022

**SUBJECT:** Approve the award for the construction of one (1) basketball court at Butler Park for Parks and Leisure Services to Signature Tennis Courts, Inc. of Woodstock, GA, in the amount of \$78,400.00.

---

#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** BH

**Recommendation:**  
Signature Tennis Courts

**Purpose of Request:**  
To award the construction of the basketball court at Butler Park to Signature Tennis Courts.

**History:**  
Signature Tennis has completed projects for us in the past and is in good standing within the County.

**Facts and Issues:**  
Cobb County has an annual contract for Court Construction and Maintenance, bid #22-6663, that is good thru June 12, 2023. Signature Tennis is the awarded vendor for this bid and Cobb County has given us permission to use their bid for this project.

#### Options:

<b>Funding Requested</b>	\$ 78,400.00
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Capital Projects / Grants
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

Approvals:



<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
DH	BH	BH	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
EW	WG	WLI	LJ
<b>Clerk</b>			
JR			

**Attachments:**

Financial Supplement

Signature Tennis - Quote and Supporting Documents



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

**AGENDA ITEM 427/2022**

**Funds Requested:** \$ 78,400.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Capital Projects / Grants

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2023	005 - CAPITAL PROJECTS	517 - PARKS/LEISURE	6009 - INFRASTRUCTURE	\$48,400.00
2023	017 - GRANTS	605 - NATIONAL PARK SERVICE FED GRANT	6009 - INFRASTRUCTURE	\$30,000.00

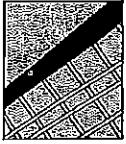
**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BH

**Phone:**

678.997.5823

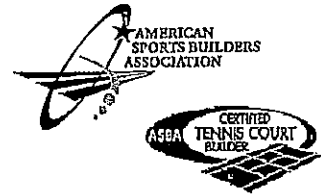


# SIGNATURE TENNIS COURTS

PHONE: 404-642-5002

FAX: 770-516-0916

[MIKE@SIGNATURETENNIS.COM](mailto:MIKE@SIGNATURETENNIS.COM)



Mike Imbornone (Owner)

June 29, 2022

TO: HALL COUNTY PARKS & LEISURE SERVICES

4175 NOPONE ROAD GAINESVILLE, GA 30506

ATTN: BRENT HOLLOWAY EMAIL: [BHOLLOWAY@HALLCOUNTY.ORG](mailto:BHOLLOWAY@HALLCOUNTY.ORG)

PHONE: 678-997-5823

## BUILD NEW BASKETBALL COURT

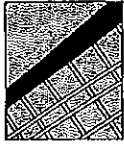
(100' X 60')

1. FINE GRADE ONE AREA 100' X 60' WITH LASER GRADER  
NOTE: ROUGH GRADE MUST BE WITHIN PLUS OR MINUS ONE TENTH OF ONE FOOT AND PROPERLY COMPACTED
2. HAUL AND PLACE 4" OF CRUSHER RUN WITH LASER GRADER
3. ROLL CRUSHER RUN WHEN MOIST UNTIL COMPACTED  
NOTE: COMPACTION TEST TO VERIFY PROPER COMPACTION WILL BE PERFORMED
4. APPLY 1 1/2" BINDER AND 1" FINE TOPPING ASPHALT
5. INSTALL 10' HIGH, 6 GAUGE WIRE, POWDER COATED 3" TERMINAL POSTS, 2 1/2" LINE POSTS, AND HARDWARE AS NECESSARY PER SPECIFICATIONS  
NOTE: TERMINAL POSTS WILL BE SET IN A MINIMUM OF 200 LBS OF CONCRETE PER FOOTING AND LINE POSTS WILL BE SET IN A MINIMUM OF 120 LBS OF CONCRETE PER FOOTING
6. INSTALL BASKETBALL SYSTEMS SUPPLIED BY COUNTY
7. PATCH COURT TO U.S. COURT SPECIFICATIONS
8. APPLY 2 COATS OF BLACK & 2 COATS OF ACRYTECH COLORED FULL ACRYLIC PLAYING SURFACE  
NOTE: IF ACRYTECH IS OUT OF STOCK, WE WILL USE A BRAND THAT IS EQUAL IN QUALITY (COLORS TO BE SELECTED BY COUNTY)
9. STRIPE BASKETBALL COURT WITH ONE COAT OF PRIMER AND TWO COATS OF TEXTURIZED WHITE LINE PAINT
10. CLEAN WORKSITE THOROUGHLY

TOTAL: \$78,400

NOTE: A 3 YEAR WARRANTY IS INCLUDED WITH THIS CONTRACT

CONTINUED ON NEXT PAGE

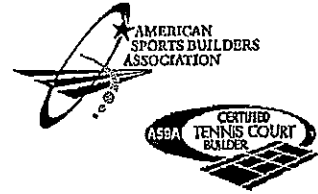


**S I G N A T U R E  
T E N N I S C O U R T S**

PHONE: 404-642-5002

FAX: 770-516-0916

MIKE@SIGNATURETENNIS.COM



Mike Imbornone (Owner)

PAGE TWO  
HALL COUNTY  
BUILD NEW BASKETBALL COURT

NOTE: OWNER MUST PROVIDE WATER AND ELECTRICITY WITHIN CLOSE PROXIMITY OF COURTS

NOTE: OWNER IS RESPONSIBLE FOR ALL RE-LANDSCAPING AND ACCESS TO JOB

NOTE: PRICING DOES NOT INCLUDE THE FOLLOWING:  
PERMITS  
ROUGH GRADING  
ENGINEERING STUDIES OR REPORTS  
REMOVAL OF EXISTING TREES OR OTHER STRUCTURES ON SITE  
LOCATION OF EXISTING UTILITIES

NOTE: THIS QUOTE IS GOOD FOR 30 DAYS. AFTER 30 DAYS THE PROJECT WILL NEED TO BE REPRICED DUE TO MATERIAL PRICING BEING UNSTABLE.

\_\_\_\_\_  
ACCEPTANCE SIGNATURE

\_\_\_\_\_  
DATE

**Debra A. Howington (Purchasing)**

---

**From:** Brice, Stephanie <Stephanie.Brice@cobbcounty.org>  
**Sent:** Monday, August 1, 2022 3:16 PM  
**To:** Andy Penick (Purchasing)  
**Subject:** RE: Contract # 22-6663 Court Construction and Maintenance  
**Attachments:** 22-6663 Letter of Acceptance.pdf; awardinfo.pdf; sb6663.pdf

**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.**

Andy-  
Award documentation is attached (letter of acceptance, info sheet, bid tab and award sheet). We normally just tell people it's okay and they do it but I can work you up an official letter and get our director to sign it without any issue. I'll get that to you tomorrow.

Stephanie

**Stephanie D. Brice, CPPO, CPPB, NIGP-CPP**

**Deputy Director**

**Cobb County Purchasing Department**

**122 Waddell Street NE**

**Marietta, Georgia 30060**

**Phone: (770) 528-8439**

**Fax: (770) 528-8428**

**[stephanie.brice@cobbcounty.org](mailto:stephanie.brice@cobbcounty.org)**

TRULY HUMAN NOTICE: Getting this email out of normal working hours or over the weekend? We work at a digitally-enabled, relentless pace, which can disrupt our ability to sleep enough, eat right, exercise, and spend time with the people who matter most. I am sending you this email at a time that works for me. I encourage you to respond at a time that works for you.



**Think Green! Before printing this e-mail ask the question,**

**is it necessary?**

---

**From:** Andy Penick (Purchasing) <apenick@hallcounty.org>  
**Sent:** Monday, August 1, 2022 8:33 AM  
**To:** Brice, Stephanie <Stephanie.Brice@cobbcounty.org>  
**Subject:** Contract # 22-6663 Court Construction and Maintenance

Hello Stephanie. I am Andy Penick and I am the purchasing manager for Hall County.

We are in need of building a basketball court for our Butler Park project.  
We have a quote from Signature Tennis Courts and see that Cobb County has a contract with them.

We request permission to piggy-back off of your contract. All I need is written permission from you on your County letterhead, and a copy of the contract.  
Other solicitation document would be so very helpful as back up.

Thank you and please reach out to me with any question.

PS: I really like your Vendor Registry and want to add one to our website as well.

Thank you again!

Andy

**Andy Penick**

Purchasing Manager  
Hall County Government  
[www.hallcounty.org](http://www.hallcounty.org)  
[apenick@hallcounty.org](mailto:apenick@hallcounty.org)  
770-531-4939 – Phone  
770-531-6711 - Fax



**HALL COUNTY**  
G E O R G I A  
*We have it all in Hall*

---

**CAUTION:** This email originated outside Cobb County Government. Please exercise caution when opening links/attachments in this email.

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**Annual Contract  
Court Construction and Maintenance  
Sealed Bid #22-6663  
Award Sheet**

	Unit of Measure	Signature Tennis Courts, Inc. VC00000116726	Commodity Codes
<b>Tennis Court Construction (per Court)</b>			
Standard Court (120' by 60')	Court	\$44,000.00	91235-C001
Mini Court (60' by 34')	Court	\$21,000.00	91235-C003
<b>Tennis Court Reconstruction (per Court)</b>			
Standard Court (120' by 60')	Court	\$44,000.00	91235-C005
Mini Court (60' by 34')	Court	\$21,000.00	91235-C006
<b>Tennis Court Permapave/Permafex (per Court)</b>			
Standard Court (120' by 60')	Court	\$33,000.00	91235-C002
Mini Court (60' by 34')	Court	\$17,000.00	91235-C004
<b>Tennis Court Resurfacing/Repair (per Court)</b>			
Standard Court (120' by 60')	Court	\$2,900.00	91265-C001
Mini Court (60' by 34')	Court	\$1,100.00	91265-C002
Armor Crack Repair	Linear Foot	\$11.95	91265-C004
Removal of Previously Installed Crack Fill	Linear Foot	\$2.50	91265-C005
<b>Pickleball Court Construction</b>			
Standard Court (120' x 60')	Court	\$18,000.00	91235-C007
<b>Basketball Court Construction</b>			
Standard Court	Court	\$39,000.00	91235-C008
Junior Size Court	Court	\$25,000.00	91235-C009
Half-Size Court	Court	\$22,000.00	91235-C010

**Annual Contract  
Court Construction and Maintenance  
Sealed Bid #22-6663  
Bid Tabulation**

	<b>Signature Tennis Courts Inc</b>	<b>Sport Surfaces LLC</b>
<b>Tennis Court Construction</b>		
Standard Court (120' x 60')	\$44,000.00	\$265,000.00
Mini Court (60' x34')	\$21,000.00	\$145,000.00
<b>Tennis Court Reconstruction</b>		
Standard Court (120' x 60')	\$44,000.00	\$280,000.00
Mini Court (60' x34')	\$21,000.00	\$155,000.00
<b>tennis Court Permapave/Permaflox</b>		
Standard Court (120' x 60')	\$33,000.00	N/A
Mini Court (60' x34')	\$17,000.00	N/A
<b>Tennis Court Resurfacing/Repair</b>		
Standard Court (120' x 60')	\$2,900.00	\$20,000.00
Mini Court (60' x34')	\$1,100.00	\$9,000.00
Armor Crack Repair	11.95 per linear foot	27.00 per linear foot
<b>Pickleball Court Construction</b>		
Standard Court (120' x 60')	\$18,000.00	\$100,000.00
<b>Basketball Court Construction</b>		
Standard Court	\$39,000.00	\$205,000.00
Junior Size Court	\$25,000.00	\$180,000.00
Half-Size Court	\$22,000.00	\$110,000.00





COBB COUNTY  
Purchasing Department

122 Waddell Street NE  
Marietta, Georgia 30060  
(770) 528-8400 • fax: (770) 528-8428  
purchasing@cobbcounty.org

Roger Ball  
Purchasing Director

LETTER OF ACCEPTANCE

June 8, 2022

Mike Imbornone  
Signature Tennis Courts, Inc  
1025 Rose Creek Dr  
Suite 620-244  
Woodstock GA, 30189

Dear Mr. Imbornone:

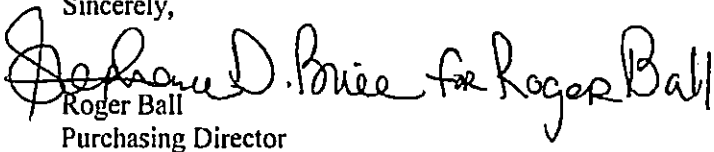
The Cobb County Purchasing Department is issuing this "Letter of Acceptance" regarding your bid submission for **Sealed Bid # 22-6663 – Annual Contract – Court Construction and Maintenance**. This is not an official order. Purchase orders will be issued as the need arises for your commodity or service.

The "acceptance" is in accordance with the terms and conditions stipulated in the sealed bid specifications. A condition of the bid award is the vendor's agreement to extend all pricing, terms and conditions quoted herein to any Cobb County Governmental entity listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority. The Purchasing Department Director's signature authorizes procurement for *said* bid.

Pricing shall remain firm beginning **June 13, 2022 to June 12, 2023**. Upon receipt of this "Letter of Acceptance", any changes and/or deletions in pricing or terms and conditions of your offer must be in writing within thirty (30) days of the proposed change or deletion, and approved by the Purchasing Director.

The Cobb County Purchasing Department anticipates a mutually rewarding business arrangement, and appreciates your interest in doing business with Cobb County Government.

Sincerely,

  
Roger Ball  
Purchasing Director

cc: Derrell Walker/Jordan Wood

**COBB COUNTY PURCHASING  
AWARD SHEET INFORMATION**

**Sealed Bid # 22-6663**

**BID TITLE: – Annual Contract– Court Construction and Maintenance**

**BEGINNING & ENDING DATES: June 13, 2022 – June 12, 2023**

---

**VENDOR NAME: Signature Tennis Courts**

**VENDOR #: VC00000116726**

**CONTACT PERSON: Mike Imbornone**

**EMAIL: mike@signaturetennis.com**

**PHONE #: 404-642-5002**

**FAX: 770-516-0916**

---

**ITEM DESCRIPTION AND COMMODITY CODES ARE LISTED ON THE ATTACHED AWARD SHEET**

**CONTRACT TERMS: Basic one (1) year term with two (2) one (1) year renewal options**

**1<sup>st</sup> Term: June 13, 2022 – June 12, 2023**

**2<sup>nd</sup> Term: June 13, 2023 – June 12, 2024**

**3<sup>rd</sup> Term: June 13, 2024 – June 12, 2025**



## AGENDA ITEM

### Corrections and Maintenance

---

**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 377/2022

**SUBJECT:** Approve the application of the Criminal Justice Coordinating Council's (CJCC) Residential Substance Abuse Treatment (RSAT) Program Grant for the Correctional Institute's treatment program in the amount of \$28,000.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A in-kind match of 25% will be required.

---

#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** WD

**Recommendation:**  
Grants Division request approval.

**Purpose of Request:**  
Approve the application of the Criminal Justice Coordinating Council's (CJCC) Residential Substance Abuse Treatment (RSAT) Program Grant for the Correctional Institute's treatment program in the amount of \$28,000.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A in-kind match of 25% will be required.

**History:**  
Hall County has received RSAT funding since 2015.

**Facts and Issues:**

**Options:**

The goal of the RSAT program is to break the cycle of drugs and violence by reducing the demand for, use, and trafficking of illegal drugs. RSAT enhances the capabilities of states and units of local governments to provide residential substance use disorder treatment for incarcerated individuals; prepares individuals for their reintegration into the communities from which they came by incorporating reentry planning activities into treatment programs; and assists individuals and their communities through the reentry process through the delivery of community-based treatment and other broad-based aftercare services.

**Funding Requested** \$ 7,000.00  
**Are funds within current budget?** Yes  
**Source of Funds** Grant Fund  
**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** No  
**Has it been reviewed by the County Attorney?** Yes  
**Is there a deadline for this item?** 2022-08-15

**Approvals:**

<b>Grants Staff</b>	<b>Submit</b>	<b>Grants</b>	<b>Budget</b>
NS	WD	NS	EW
<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
WG	WLI	LJ	JR

**Attachments:**

Financial Supplement  
 RSAT 2022 RFP



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

**AGENDA ITEM 377/2022**

**Funds Requested:** \$ 7,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Grant Fund

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
23	017 - GRANTS	881 - CI REACT RSAT PROGRAM	3536 - CRIM JUSTICE COORD CNCL	\$28,000.00
23	017 - GRANTS	881 - CI REACT RSAT PROGRAM	4229 - OPERATING SUPPLIES	\$8,800.00
23	017 - GRANTS	881 - CI REACT RSAT PROGRAM	4419 - TECHNICAL & PROFESSIONAL	\$19,200.00
23	001 - GENERAL	123 - CORRECTIONAL INSTITUTION	4104 - SALARIES	\$7,000.00

**Budget Transfer Items:**

**Additional Information/Comments:**

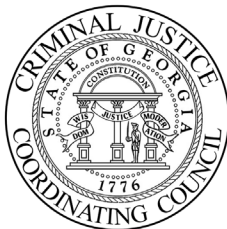
Award period is January 1, 2023 through December 31, 2023.

**Contact for Questions:** WD

**Phone:**

770 531-6872

**BRIAN P. KEMP**  
GOVERNOR



**JAY NEAL**  
DIRECTOR

The Criminal Justice Coordinating Council (CJCC) is pleased to announce that it is seeking applications for funding under the Residential Substance Abuse Treatment (RSAT) Program.

## **Residential Substance Abuse Treatment (RSAT) Program 2022 Request for Competitive and Continuation Applications (RFA)**

### **Eligibility**

Applicants are limited to units of state and local government in Georgia representing detention facilities **OR**

Local agencies currently receiving an award under the Criminal Justice Coordinating Council's Residential Substance Abuse Treatment (RSAT) Program

### **Deadline**

Applications are due by 5:00 p.m. on August 15, 2022.

### **Award Amount**

To be determined

### **Award Period**

January 1, 2023 through December 31, 2023

### **Contact Information**

For assistance with the requirements of this solicitation, contact:

Rachael Andrews, Planning and Policy Development Specialist,  
at 404-654-1774 or [Rachael.Andrews@cjcc.ga.gov](mailto:Rachael.Andrews@cjcc.ga.gov)

Michele Taing, Grants Specialist at 404-654-1811 or  
[michele.taing@cjcc.ga.gov](mailto:michele.taing@cjcc.ga.gov)

## **Release Date: July 1, 2022**

\*The award period is dependent upon when federal funding becomes available (if awarded) and, therefore, it may change.

# Residential Substance Abuse Treatment (RSAT) Program 2022 Request for Competitive Applications

## **Criminal Justice Coordinating Council (CJCC)**

The Criminal Justice Coordinating Council (CJCC) is designated by the Governor of Georgia as the State Administering Agency for criminal justice and victims' assistance programs. Created by the General Assembly (O.C.G.A. § 35-6A-2), CJCC is comprised of 26 members representing various components of the criminal justice system. CJCC uses a small proportion of each fiscal year's award to pay for costs incurred in administering this grant program.

## **The Residential Substance Abuse Treatment (RSAT) Program**

The Residential Substance Abuse Treatment (RSAT) Program (42 U.S.C. § 3796ff et seq.) assists states and local governments in the development and implementation of substance use disorder treatment programs in state and local correctional and detention facilities. The program also encourages the inclusion of medication-assisted treatment (MAT) as part of any substance use treatment program for individuals incarcerated in the nation's prisons and jails. C` Funds are also available to create and maintain community-based aftercare services for individuals after they are released from incarceration.

## ***PROGRAM GOALS AND REQUIREMENTS***

### **Program Goals**

The goal of the RSAT program is to break the cycle of drugs and violence by reducing the demand for, use, and trafficking of illegal drugs. RSAT enhances the capabilities of states and units of local governments to provide residential substance use disorder treatment for incarcerated individuals; prepares individuals for their reintegration into the communities from which they came by incorporating reentry planning activities into treatment programs; and assists individuals and their communities through the reentry process through the delivery of community-based treatment and other broad-based aftercare services. The " also has an objective to increase the number of prisons and jails offering MAT to incarcerated individuals with alcohol and opioid use disorders.

### **Program Requirements**

Jail-based programs should:

- Engage participants for at least 3 months.
- Focus on the participant's substance use diagnosis and addiction-related needs.
- Develop the participant's cognitive, behavioral, social, vocational, and other skills to solve the substance use and related problems.
- Require urinalysis and/or other proven reliable forms of drug and alcohol testing for program participants, including both periodic and random testing, and for former participants while they remain in the custody of the state or local government.

- Prepare participants for successful community reintegration, including post-release referral to appropriate evidence-based aftercare treatment and service providers that support the use of medication-assisted treatment.
- Separate the treatment population from the general correctional population.
- Provide aftercare services that must involve coordination between correctional treatment program and other social service and rehabilitation programs, such as education and job training, probation supervision, self-help, and peer group programs.

Priority consideration will be given to support programs in rural areas.

### **Evidence-Based Programs or Practices**

CJCC supports the Office of Justice Programs' (OJP) strong emphasis on the use of data and evidence in policy making and program development in criminal justice. OJP is committed to:

- Improving the quantity and quality of evidence OJP generates.
- Integrating evidence into program, practice, and policy decisions within OJP and the field.
- Improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. For additional information and resources on evidence-based programs or practices, see the [OJP Grant Application Resource Guide](#).

Applicants are strongly urged to provide substance use disorder treatment practices and services that have a demonstrated evidence base and that are appropriate for the target population. Applicants should identify the evidence-based practice being proposed for implementation, identify and discuss the evidence that shows that the practice is effective, discuss the population(s) for which this practice has been shown to be effective, and show that it is appropriate for the proposed target population. Applicants can find information on evidence-based treatment practices in SAMHSA's *Guide to Evidence-Based Practices* available at <https://www.samhsa.gov/resource-search/ebp>. Note that SAMHSA's *Guide* references the [National Registry of Evidence-Based Programs and Practices \(NREPP\)](#), a searchable database of interventions for the prevention and treatment of mental and substance use disorders.

### ***SUBGRANTEE COMPLIANCE***

#### **Grants Management**

Subgrantees must abide by the grant requirements below as well as all "Special Conditions" provided at the time an award is made.

- All subgrantees must have a DUNS (Data Universal Numbering System) number. This is a



unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The DUNS number will be used throughout the lifecycle of the grant. Obtaining a DUNS number is a simple, one-time activity. Call 1-866-705-5711 or apply online at <https://www.dnb.com/duns-number/get-a-duns.html>.

- All subgrantees must maintain current registrations in the System for Award Management (SAM), formerly the Central Contractor Registration (CCR) database. The SAM database is the repository for standard information about federal financial assistance, applicants, recipients, and sub-recipients. Information about registration procedures can be accessed at: [www.sam.gov](http://www.sam.gov). If your organization was previously registered in CCR and you have not yet made the migration to SAM, information about registration procedures can be accessed at [www.sam.gov](http://www.sam.gov).
- All subgrantees must submit performance measures in a timely manner via the Performance Measurement Tool (PMT) online platform through the U.S. Department of Justice. Numerical data is reported quarterly, and narrative reported annually.

### **Supplanting**

Federal funds must be used to supplement existing funds for program activities and cannot replace, or supplant, non-federal funds that have been appropriated for the same purpose.

### **Budget**

Applicants must develop the estimated budget according to a standard format utilizing the form on CJCC's website. Under each of the budget categories, the applicant must attach a budget narrative explaining the purpose for the funds.

### **Use of Funds**

For the purpose of this grant, funds can be used to enhance or expand treatment service systems to increase access to MAT services that are accessible, effective, comprehensive, and evidence based. In accordance with federal grant requirements, subgrantees may not restrict the use of methadone and buprenorphine treatments, if prescribed by a qualified medical provider. Applicants can find more information on Medication-Assisted Treatment from the U.S. Food and Drug Administration at <https://www.fda.gov/drugs/information-drug-class/information-about-medication-assisted-treatment-mat> and the U.S. Substance Abuse and Mental Health Services Administration at <https://www.samhsa.gov/medication-assisted-treatment>.

### **Restriction on Use of Funds**

Funds cannot be used directly or indirectly for security enhancements or equipment. Indirect costs, not limited to expenses such as accounting, payroll data processing, purchasing, personnel, and building use, may not be requested through this grant program. In addition, the following items are prohibited:

- Vehicles, vessels, or aircraft
- Luxury items

- Real estate
- Lobbying
- Fundraising;
- Construction projects
- Food and Beverage

### **Cost Sharing or Matching Requirement (cash or in-kind)**

Funds awarded under this program may not cover more than 75 percent of the total costs of the project. Applicants must identify the source of the 25 percent non-federal portion of the total project costs and how they will use match funds. Match is restricted to the same uses of funds as allowed for the federal funds. Applicants may satisfy this match requirement with either cash or in-kind services.

### ***WHAT AN APPLICATION MUST INCLUDE:***

This section describes what an application should include and outlines the components required to submit a complete application. Applicants should anticipate that failure to submit an application that contains all of the specified elements may negatively affect the review of the application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that precludes access to or use of award funds pending satisfaction of the conditions.

Moreover, applicants should anticipate that some application elements are so critical that applications unresponsive to the scope of the solicitation or that do not include a program abstract, project narrative, and budget detail worksheet including a budget narrative will be deemed ineligible for funding.

### **Program Narrative (10-page limit)**

#### **Statement of the Problem**

- Describe the need, nature, and extent of the problem to be addressed and its effect or consequences for the community and the target population.
- Describe the target population using demographic and other data where possible. Include complete references.
- Support your statements with statistical or other factual information or relevant literature. The sources or methods used for assessing the problem should also be described.

#### **Program Goals and Objectives**

- Describe the goals of your RSAT program—these should be both qualitative and quantitative. In stating the goals for your program, be careful to describe the desired end and not the means to the end. These should be broad statements that describe the

program's intentions and desired outcomes.

- Describe the objectives and the program activities that will support your stated goals. What are the intermediate results or accomplishments to be achieved by the program? The more specific your objectives are, the easier it will be to determine if your program has achieved them and is on track to attaining the goals. Use numbers wherever possible.

### Implementation Plan

- Describe the activities to be conducted and their desired impact.
- What types of short- and long-term changes are anticipated as a result of the program?
- Describe what risk factors will be addressed.
- Describe the link between research and the proposed program and the evaluation results of the model program to be replicated.
- Describe collaborations with community and business groups, government officials, families, faith-based organizations, etc.
- Describe how the agency will ensure that individuals who participate in the RSAT Program established or implemented with these federal funds will be provided with aftercare services. Further, applicants must describe how the agency will ensure providers furnishing aftercare services are approved by the appropriate state or local agency and are licensed, if necessary, to provide medical treatment or other health services.
- Please describe efforts to be made to sustain the program for continuation once federal RSAT funds are exhausted. Include both efforts at obtaining funding as well as non-monetary means for sustaining a program.

### Timeline

- Please include a timeline of your target activities, objectives, and goals. This should include:
  - Start and end dates and a list of major tasks/activities for implementing your program.
  - When and where program components will take place.
  - Who will carry out the activities and a description of how long it will take to complete each activity?
  - Identification of program personnel involved and their duties. If the position is vacant, a description of the position and information pertaining to how and when the job will be filled must be included in the application.

### Performance Measures/Evaluation

- Describe the performance measures that will demonstrate progress toward achieving the goal(s).
- Examples of performance measures are:
  - How many individuals within the target population are being served?

- How are participants fairing in the program?
- Activities are clearly aligned to objectives and goals, and participants are made aware of these.
- The performance of staff and fidelity to the evidence-based program model.
- Clearly explain data collection methodology, frequency, and analysis in relation to your program's performance measure, and how this self-assessment strategy will be integrated into your overall program operations.

## ***BUDGETS***

### **Budget Detail Worksheet (includes Budget Narrative)**

Applicants are required to submit a draft budget and budget narrative outlining how the funds requested will be used to support and implement the program. This narrative should include a breakdown of costs, as well as how funds will be allocated across approved budget categories of Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and Other. Complete and attach the Budget Detail Worksheet that can be downloaded from the solicitation notice on CJCC website: [cjcc.georgia.gov](http://cjcc.georgia.gov)

## ***ATTACHMENTS AND APPLICATION PROCESS***

### **Required Forms**

- Job Descriptions for all grant-funded personnel
- Any relevant MOUs
- Project Timeline of the activities to take place and the goals to be achieved

**\*\*Prior to submitting your application, make certain that you have attached all of the required forms and that all documents requiring signature are signed by the appropriate, authorized official. If any of the required documents are missing or incorrectly executed, your application will be deemed incomplete and considered ineligible for funding.**

### **How to Apply**

Submit the completed application, including the requested information and all required attachments online at [https://cjcc.formstack.com/forms/rsat\\_continuation\\_competitive\\_2022](https://cjcc.formstack.com/forms/rsat_continuation_competitive_2022).

To be eligible for funding consideration, a complete application must be received by submitted online on or before **5:00 p.m., Monday, August 15, 2022**. No mailed or emailed applications will be accepted.

### **Application Review**

Applications will be reviewed and assessed by CJCC and its designated representatives considering the following:

1. Overall quality and completeness of the application;
2. Demonstration of need including geographic location, local demographics, local statistics, other financial resources, etc.; and

3. Adequate correlation between the cost of the project and the objective(s) to be achieved.

Only complete applications received by the deadline will be reviewed. **When an application is received by CJCC, there is no commitment on the part of CJCC to fund an application or to fund it at the amount requested.** All areas of the budget are subject to review and approval. Decisions related to these budget areas are based on both eligibility and reasonableness. CJCC has full discretion to determine the reasonableness of budget items based on both objective and subjective decision-making tools.

Applications for funding will undergo several reviews. At any point during these reviews, a decision to not fund a project or any part thereof may be made. These decisions are within the complete discretion of CJCC.

### **Funding Decisions**

All funding decisions related to the RSAT program applications received in response to this solicitation are made by CJCC and are based on the availability of funding and recommendations of the review panel to the Criminal Justice Grants Committee. CJCC will inform the applicant of funding decisions through a grant award. Applicants should not make assumptions regarding funding decisions until they have received official written notification of award or denial signed by either the Governor and/or CJCC Director. Applicants can appeal the initial funding decision but must do so within ten (10) days of the date on the denial notice.

Once an award is made, CJCC maintains discretion to determine that a subgrantee is not compliant with applicable policies and, upon such a determination, may terminate further funding and require reimbursement of grant funds to CJCC.

### **Grant Acceptance**

Subgrantees must accept or reject the grant award with original signatures and required forms within forty-five (45) days of the award date. The subgrantee will be unable to request funds until the award documents are received by CJCC's office.

### **Special Conditions**

CJCC will assign the special conditions at the time of the grant award. The special conditions will outline the subgrantee's responsibilities, as well as federal and state regulations that must be adhered to, as a condition of accepting the grant award for the approved program. The special conditions will be included in the award packet and must be reviewed, signed and returned to CJCC within forty-five (45) days of the award date.

## ***POST-AWARD REQUIREMENTS***

### **Performance Measures and Reporting Requirements**

The Bureau of Justice Assistance (BJA), OJP, the federal entity that administers the RSAT program, has developed performance measures for all funded programs. As such, CJCC requires that all subgrantees complete a quarterly statistical report using BJA's Performance Measurement Tool (PMT). The goal of the PMT is to assist states in producing evidence-based guidance on monitoring and evaluating programs.

PMT reporting is completed based on grant-funded activities and due on the following dates:

<b>Reporting Period</b>	<b>Due Date</b>
January 1 - March 31	April 10
April 1 - June 30	July 10
July 1 - September 30	October 10
October 1 - December 31	January 10



## AGENDA ITEM

### County Attorney

**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 433/2022

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution consenting to the de-annexation of 2866 NE Lanier Tech Drive, Gainesville, GA, pursuant to O.C.G.A. § 36-36-22, subject to review and approval by County Attorney.

#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** WJLIDCA

**Recommendation:**  
Approval.

#### Purpose of Request:

To approve the Resolution Consenting to De-Annexation of 2866 Lanier Tech Drive, Gainesville, Georgia pursuant to O.C.G.A. Section 36-36-22 subject to review and approval of the County Attorney.

#### History:

The property is currently zoned as Light Industrial by the City of Gainesville.

#### Facts and Issues:

The Applicant and Owners will immediately apply to the County for rezoning of the property to Residential Multi-Family zoning classification upon the de-annexation by the City in order to construct a 342 unit low density development.

#### Options:

Approve or deny the Resolution Consenting to the De-Annexation.

<b>Funding Requested</b>	\$ 0.00
<b>Are funds within current budget?</b>	No
<b>Source of Funds</b>	n/a
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes

**Is there a deadline for this item?**

2022-08-11

**Approvals:**

<b>Submit</b>	<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>
WLI	TS	WG	VS
<b>Administration</b>		<b>Clerk</b>	
LJ		JR	

**Attachments:**

City of Gainesville Receipt of Application Documents  
Lanier Tech Drive - De-annexation Resolution and Exhibit A





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

**AGENDA ITEM 433/2022**

**Funds Requested:** \$ 0.00

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:**

n/a

No

**Funding Source Items:**

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** WJLIDCA

**Phone:** (770) 297-2686

# HULSEY, OLIVER & MAHAR, LLP

EST. 1914

JULIUS M. HULSEY  
R. DAVID SYFAN  
THOMAS L. FITZGERALD  
THOMAS D. CALKINS  
ABBOTT S. HAYES, JR.  
PAUL B. SMART  
JASON A. DEAN  
T. WESLEY ROBINSON  
JASON E. VOYLES  
JESSICA M. LUND  
VANESSA E. SYKES  
MONICA B. HATFIELD

ATTORNEYS AT LAW

E.D. KENYON  
(1890-1981)  
SAMUEL L. OLIVER  
(1942-2011)

OF COUNSEL

JAMES E. MAHAR, JR.  
(Practice Limited to  
Mediation and Arbitration)  
JANE A. RANGE  
CHRISTOPHER J. WALKER, III

August 3, 2022

VIA HAND-DELIVERY AND  
VIA ELECTRONIC DELIVERY  
vstephens@hallcounty.org

Hall County Law Department  
Mr. Van Stephens, County Attorney  
2875 Browns Bridge Road  
Gainesville, GA 30504

**Re: De-Annexation Application (the "Application") of Capstone Acquisitions, LLC (the "Applicant") regarding 58.28 +/- acres located at 2866 Lanier Tech Drive, Gainesville, Georgia (i.e. Tax Parcel # 15021 000085) (the "Property")**

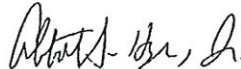
Dear Van:

Please be advised that the City of Gainesville has received the above-reference Application for de-annexation, which Application requires the consent of the County to move forward.

Please contact the Applicant's attorney directly if your office has any questions or comments related to the enclosed this matter, to wit: Ms. Carla J. Walker, Esq. of IHS Law, LLC at 404-210-6271 or [cwalker@ihslawllc.com](mailto:cwalker@ihslawllc.com).

Sincerely,

HULSEY OLIVER & MAHAR, LLP



Abbott S. Hayes, Jr.  
Attorney for the City of Gainesville

Cc: William J. Linkous, III, Deputy County Attorney (via e-mail only: [wlinkous@hallcounty.org](mailto:wlinkous@hallcounty.org))  
Carla J. Walker, Esq., IHS Law, LLC (via e-mail only: [cwalker@ihslawllc.com](mailto:cwalker@ihslawllc.com))  
Rusty Ligon (via e-mail only: [rligon@gainesvillega.gov](mailto:rligon@gainesvillega.gov))  
Matt Tate (via e-mail only: [mtate@gainesvillega.gov](mailto:mtate@gainesvillega.gov))  
Bryan Lackey (via e-mail only: [blackey@gainesvillega.gov](mailto:blackey@gainesvillega.gov))  
Angela Sheppard (via e-mail only: [asheppard@gainesvillega.gov](mailto:asheppard@gainesvillega.gov))

200 E. E. Butler Parkway | Post Office Box 1457 | Gainesville, Georgia 30503  
Telephone: (770) 532-6312 | Fax: (770) 531-9230 OR (770) 532-6822 | [www.homlaw.com](http://www.homlaw.com)

**IHS LAW, LLC**  
*A Georgia limited liability company*

340 Jesse Jewell Pkwy, Suite 105  
P.O. Box 907146  
Gainesville, GA 30501  
404-210-6271  
cwalker@ihslawllc.com

August 3, 2022

VIA HAND DELIVERY AND  
VIA ELECTRONIC MAIL

ash@homlaw.com  
vstephens@hallcounty.org

Hulsey, Oliver & Mahar, LLP  
Mr. Abbott S. Hayes, Jr., City Attorney  
200 E. E. Butler Parkway  
Gainesville, GA 30501

Hall County Law Department  
Mr. Van Stephens, County Attorney  
2875 Browns Bridge Road  
Gainesville, GA 30504

**Re: De-Annexation Application (the “De-Annexation Application” or the “Application”) of Capstone Acquisitions, LLC (the “Applicant”) regarding 58.28 +/- acres located at 2866 Lanier Tech Drive (i.e. Tax Parcel # 15021 000085) (the “Property”)**

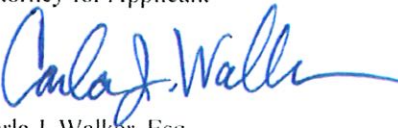
Dear City and County Attorneys:

Please find enclosed herewith a copy of the above-referenced De-Annexation Application that has been submitted to the City of Gainesville’s Community and Economic Development Dept. this morning. In furtherance of this Application, I/we hereby respectfully request the following:

- (1) That the Hall County Board of Commissioners consent to Applicant’s De-Annexation Application and pass a Resolution setting forth said consent; and
- (2) That the City of Gainesville grant Applicant’s request for the de-annexation of the above-described Property and pass a Resolution setting forth said approval; and
- (3) That Applicant’s requests be added to the next Work Session and Voting Meeting agendas for the Hall County Board of Commissioners & the Governing Body of the City of Gainesville; and
- (4) That Applicant be permitted to file its Zoning Application with the Hall County Planning and Development Department by the next deadline of August 15, 2022; and
- (5) That the Property (and the development proposed thereon) retain access to the utility services of the City of Gainesville for water and sewer connectivity, if the Application is approved.

Thank you in advance for your consideration of this matter. Please do not hesitate to contact me directly if any additional information is needed to evaluate and approve these requests.

Sincerely,  
IHS LAW, LLC,  
Attorney for Applicant

  
Carla J. Walker, Esq.

*Enclosure: Copy of De-annexation Application*

Cc: William J. Linkous, III, Deputy County Attorney (via e-mail only: wlinkous@hallcounty.org)  
Jonathan Collins, Capstone Acquisitions, LLC (via e-mail only: jonathan@cpglc.net)

**Nº 87300**

CITY OF GAINESVILLE,  
GEORGIA

8/3 20 22

Received of:

JHS Law

Tax# 15021-000085

Amount: \$ 500.00

Received by: [Signature]

(Dept.)

Description	Account #	Amount
		\$
De-Anney		
2866 Lanier Technol.		
CE#1054		
TOTAL		\$ 500.00



GAINESVILLE

APPLICATION FOR ZONING ACTIONS

PAB Meeting Date: \_\_\_\_\_

Council Meeting Date: \_\_\_\_\_

Applicant Information

Table with 2 columns: Field (Name, Address, City/State/Zip, Phone/Cell, Email) and Value (Capstone Acquisitions, LLC, P.O. Box 723, Gainesville, GA 30503, 770-519-5598, jonathan@cpqllc.net)

Property Owner Information

Table with 2 columns: Field (Name, Address, City/State/Zip, Phone/Cell, Email) and Value (Howard LT Holdings 1, LLC; Howard LT Holdings 2, L, c/o IHS Law, LLC - 340 Jesse Jewell Pkwy, Suite 105, Gainesville, GA 30501, 404-210-6271, cwalker@ihslawllc.com)

Applicant Status

Table with 2 columns: Status (Current Property Owner, Option to Purchase, Area Resident, Representative, Government) and Selection (checkboxes)

Zoning Request

Table with 2 columns: Zoning Request (Existing Zoning, Rezone To / Establish As, Annexation, Rezoning, Special Use Permit, De-annexation, Zoning Amendment, Road Action Request) and Selection (checkboxes)

Parcel Information

Table with 4 columns: Field (Tax Parcel Number(s), Location (Address), Existing Structure(s), Description of Proposed Use) and Value (15021 000085, 2866 NE Lanier Tech Drive, N/A - vacant, multi-family development) and other fields (Ward No., Acres)

Connect to City Sewer (For Annexations Only)

Table with 4 columns: Question (Does the applicant wish to connect to city sewer?, Does the applicant plan to request the city to share in the cost of the sewer line extension as a condition of annexation?, If Yes to cost sharing, provide a Letter of Cost Estimate from the Department of Water Resources) and Selection (checkboxes)

Fee Information

Table with 2 columns: Fee Type (Annexation or De-annexation, Rezoning, or Zoning Amendment, Special Use Permit, Road Action Request, Amount Due) and Amount (\$500.00, \$400.00, \$250.00, \$)

Method of Payment

Table with 4 columns: Method (Paid by Check, Paid Cash) and Fields (Check No., Receipt No.)

Supporting Documents Required in PDF Format

Table with 2 columns: Document Type (Concept Plan, Plat, Legal Description of Property, Narrative Report, Architectural Rendering, Traffic Impact Study, DRI Review, Other - Explain) and Selection (checkboxes)

Applicant's Certification: I hereby certify the above information, and all attached information, is true and correct; and that I have read, understand, and have received a copy of the Public Notice Requirements.

Signature of Applicant: Capstone Acquisitions, LLC, Jonathan Collins, Manager, Date: 8-3-2022

Application Taken By: \_\_\_\_\_ Date: \_\_\_\_\_

Application WITHDRAWAL Notification: I hereby withdraw the above application.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

# Zoning Action Request

## PROPERTY OWNER AUTHORIZATION

As the owner of the subject property, I hereby authorize the person named below to act on my behalf as Applicant in the pursuit of zoning action for this property.

Applicant's Name, if not Owner	Capstone Acquisitions, LLC
--------------------------------	----------------------------

## OWNER INFORMATION CERTIFICATION


I swear that I am the owner of the property which is the subject matter of this application, as shown in the records of Hall County, Georgia:

Name of Owner	Howard LT Holdings 1, LLC
Owner's Address	P.O. Box 724
City / State / Zip Code	Gainesville, GA 30503
Owner's Phone Number	770-530-9850
Owner's Cell Phone Number	Same

## NOTARY PUBLIC CERTIFICATION

Personally appeared before me the following:

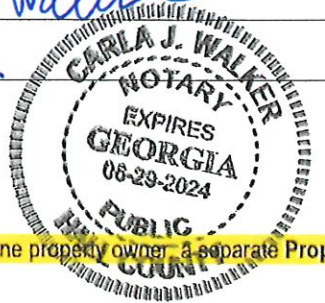
Howard LT Holdings 1, LLC

By:   
L. Jeffrey Payne, Signature of Property Owner  
Manager

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

  
Notary Public

Date 8/3/2022



In the event there is more than one property owner, a separate Property Owner Authorization page must be completed by each property owner.

# Zoning Action Request

## PROPERTY OWNER AUTHORIZATION

As the owner of the subject property, I hereby authorize the person named below to act on my behalf as Applicant in the pursuit of zoning action for this property.

Applicant's Name, if not Owner	Capstone Acquisitions, LLC
--------------------------------	----------------------------

## OWNER INFORMATION CERTIFICATION


I swear that I am the owner of the property which is the subject matter of this application, as shown in the records of Hall County, Georgia:

Name of Owner	Howard LT Holdings 2, LLC
Owner's Address	P.O. Box 723
City / State / Zip Code	Gainesville, GA 30503
Owner's Phone Number	770-530-9850
Owner's Cell Phone Number	Same

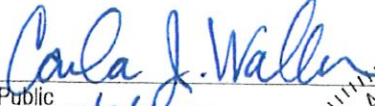
## NOTARY PUBLIC CERTIFICATION

Personally appeared before me the following:

Howard LT Holdings 2, LLC

By:  \_\_\_\_\_  
Jonathan Collins, Signature of Property Owner  
Manager

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

  
Notary Public  
Date 8/3/2022



In the event there is more than one property owner, a separate Property Owner Authorization page must be completed by each property owner.

**Zoning Action Request**

**CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM**

NOTE: This form is required for all annexation and/or zoning actions

- (a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
  - (1) The name and official position of the local government official to whom the campaign contribution was made; and
  - (2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.
- (c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:
  - (1) The name and official position of the local government official to whom the campaign contribution was made; and
  - (2) The dollar amount and description of each campaign contribution made by the opponent 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.
- (d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

**APPLICANT'S CERTIFICATION**

I hereby certify that I have read the above campaign disclosure information and declare that (select have or have not)

I have within the two years immediately preceding this date made any campaign contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

I have not within the two years immediately preceding this date made any campaign contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

\*NOTE: If you are an applicant and you have made any such contribution(s), you must provide the information required in subsection (a) above within ten (10) days after the rezoning action is first filed. If you are an opponent and you have made a contribution, you must provide the information required in subsection (c) above at least five (5) calendar days prior to the public hearing by the City Council or any of its agencies on the rezoning application.

(1)


\_\_\_\_\_  
(Name and official position of the City Council Member of the City of Gainesville, Georgia to whom campaign contribution was made)

(2)

Amount: \$ \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Signature of Applicant: By \_\_\_\_\_

Capstone Acquisitions, LLC  
  
Jonathan Collins, Manager

Date: 8-3-2022



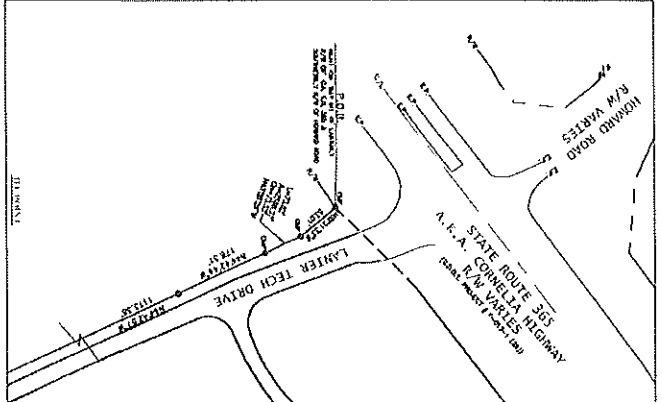
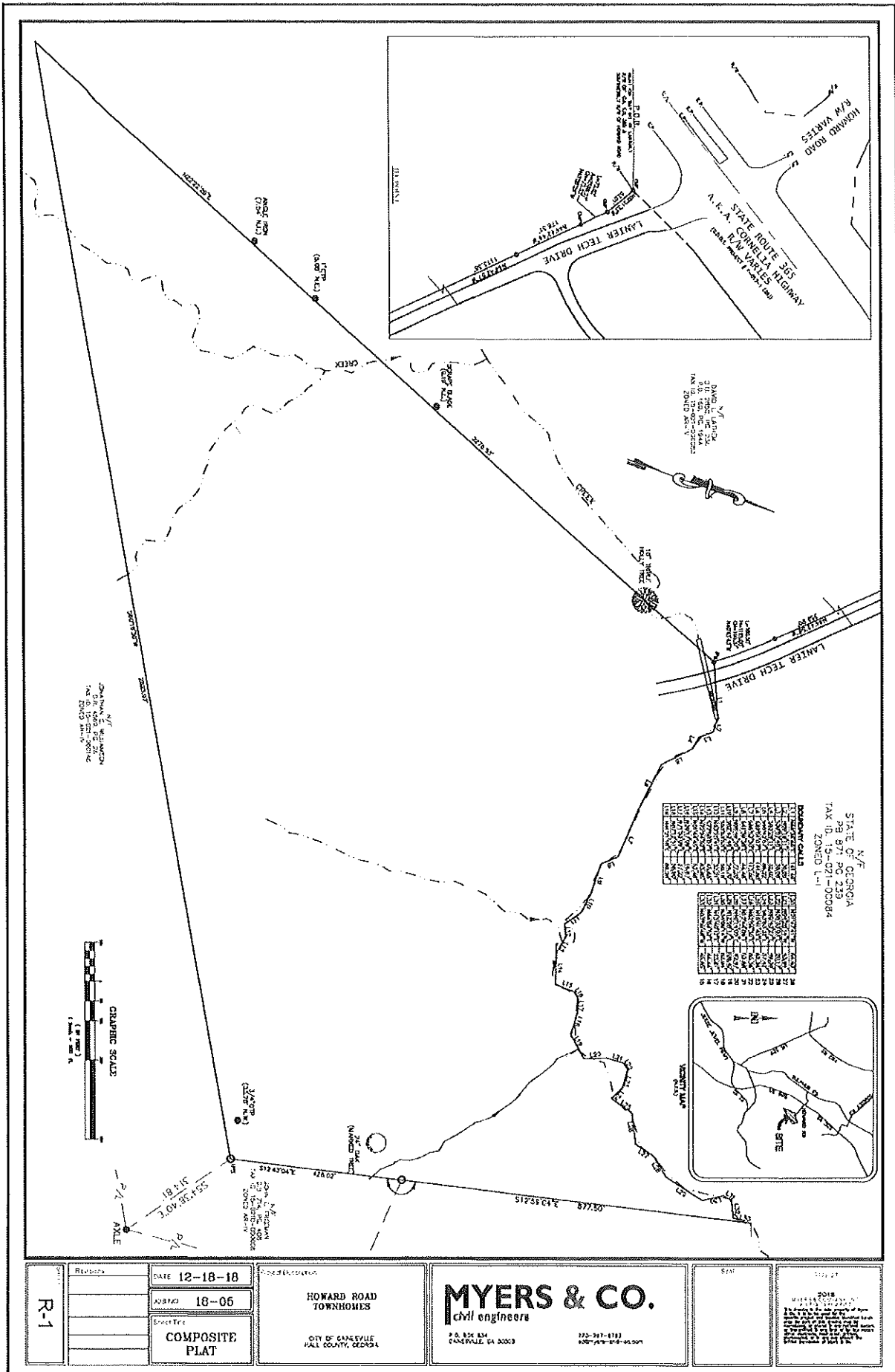
City of Gainesville, Georgia  
De-annexation Application of  
Capstone Acquisitions, LLC  
August 3, 2022

Legal Description  
For  
Tax Parcel 15021 000085

All that tract or parcel of land lying and being in G.M.D. 411 of Hall County, Georgia and being more particularly described as follows:

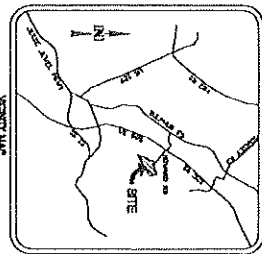
Beginning at a concrete monument at the right of way intersection of the easterly right of way and Howard Road and the southerly right of way of Georgia State Route No. 365, a.k.a. Cornelia Highway, said point being the POINT OF BEGINNING; THENCE along the southerly right of way of Howard Road heading N60°21'53"W for a distance of 83.01' to a point; THENCE along a curve to the right with an arc length of 73.52', having a radius of 2598.27', with a chord bearing of N43°58'26"W, with a chord length of 73.52' to a point; THENCE N44°42'44"W for a distance of 178.31'; THENCE N44°42'57"W for a distance of 1113.38' to a point; THENCE N44°42'56"W for a distance of 359.90' to a point; THENCE along a curve to the right with an arc length of 160.50', having a radius of 1165.00', with a chord bearing of N40°43'43"W, with a chord length of 160.37', said point being the TRUE POINT OF BEGINNING; THENCE N66°36'46"E for a distance of 141.46' to a point; THENCE N86°19'11"E for a distance of 36.86' to a point; THENCE S39°57'45"E for a distance of 38.56' to a point; THENCE S83°26'11"E for a distance of 32.02' to a point; THENCE S46°42'57"E for a distance of 86.22' to a point; THENCE S82°51'07"E for a distance of 141.80' to a point; THENCE S86°52'30"E for a distance of 113.60' to a point; THENCE S41°39'36"E for a distance of 44.46' to a point; THENCE N88°49'55"E for a distance of 77.20' to a point; THENCE S82°43'46"E for a distance of 54.70' to a point; THENCE S53°53'53"E for a distance of 50.16' to a point; THENCE N63°25'41"E for a distance of 32.21' to a point; THENCE S77°50'07"E for a distance of 45.68' to a point; THENCE N72°24'52"E for a distance of 83.85' to a point; THENCE N01°44'45"E for a distance of 52.46' to a point; THENCE N39°17'09"E for a distance of 16.67' to a point; THENCE N71°53'09"E for a distance of 37.22' to a point; THENCE N87°12'51"E for a distance of 58.80' to a point; THENCE N41°21'16"E for a distance of 69.26' to a point; THENCE N21°47'41"W for a distance of 54.92' to a point; THENCE N04°28'14"W for a distance of 43.94' to a point; THENCE N38°33'03"E for a distance of 20.17' to a point; THENCE N85°43'27"E for a distance of 49.38' to a point; THENCE S63°53'32"E for a distance of 37.42' to a point; THENCE N15°41'43"E for a distance of 62.26' to a point; THENCE N62°54'30"E for a distance of 80.36' to a point; THENCE N12°44'09"E for a distance of 52.88' to a point; THENCE N40°14'05"E for a distance of 62.97' to a point; THENCE N12°58'17"E for a distance of 106.42' to a point; THENCE N34°09'14"W for a distance of 52.94' to a point; THENCE N13°40'12"E for a distance of 23.61' to a point; THENCE N64°04'52"E for a distance of 44.44' to a point; THENCE N03°59'48"W for a distance of 45.85' to a point; THENCE S12°59'04"E for a distance of 877.50' to a point; THENCE S12°43'04"E for a distance of 428.02' to an iron pin set; THENCE S60°19'30"W for a distance of 2823.97' to a point; THENCE N22°22'29"E for a distance of 2276.53' to a point, said point being the TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements and restrictions of record. Said property contains 58.28 acres as shown on a Composite Plat for Howard Road Townhomes, prepared by Myers & Co, Inc., dated 12/18/18.



N/F  
STATE OF GEORGIA  
PS 871, PG 239  
TAX ID: 19-071-00084  
ZONED L-1

LOT	OWNER	AREA	ACRES
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R-1	DATE	12-18-18
	ASHPD	18-06
	ENGINEER	
	<b>COMPOSITE PLAT</b>	

HOWARD ROAD TOWNHOMES  
CITY OF CANEVILLE  
HALL COUNTY, GEORGIA

**MYERS & CO.**  
civil engineers

P.O. BOX 834  
CANEVILLE, GA 30009

770-937-8181  
770-937-8182

2018  
MAY 15 2018

# IHS LAW, LLC

*A Georgia limited liability company*

340 Jesse Jewell Pkwy, Suite 105  
P.O. Box 907146  
Gainesville, GA 30501  
404-210-6271  
cwalker@ihslawllc.com

August 3, 2022

**VIA HAND DELIVERY AND**  
**VIA ELECTRONIC MAIL**  
rligon@gainesvillega.gov

City of Gainesville  
Mr. Rusty Ligon, Director  
Community and Economic Development  
300 Henry Ward Way, Suite 303  
Gainesville, GA 30501

**Re: Request for WAIVER of annexation requirement for water and sanitary sewer services and Request for ACCESS to said services to Capstone at Inland Crossing, being 58.28 +/- acres located at 2866 Lanier Tech Drive, Gainesville, Georgia (i.e. Tax Parcel # 15021 000085) (the "Property")**

Dear Rusty:

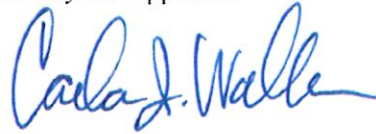
The purpose of this letter is: (i) to request a waiver of the annexation requirement for the provision of water and sanitary sewer services from the City of Gainesville (the "City") to the above-reference Property, and (ii) to request access to the City's water and sanitary sewer services for a proposed development off of Lanier Tech Drive a/k/a Howard Road in Hall County *after* said Property is de-annexed from the City, if approved. The proposed project is 342-unit multi-family development (the "Project"). Please see the attached site plan.

The requests above (the "Requests") are being made on behalf of Capstone Acquisitions, LLC (the "Applicant") as agent for the two owners of the Property and are being made contemporaneously with an application for de-annexation that is being submitted to the City of even date herewith. In support of the Requests, please find enclosed a letter from the City's Permitting Services Manager confirming the availability of water and sanitary sewer services to/for the Project.

Thank you in advance for your consideration of these Requests. Please do not hesitate to contact me directly if any additional information is needed to evaluate and approve the same.

Sincerely,

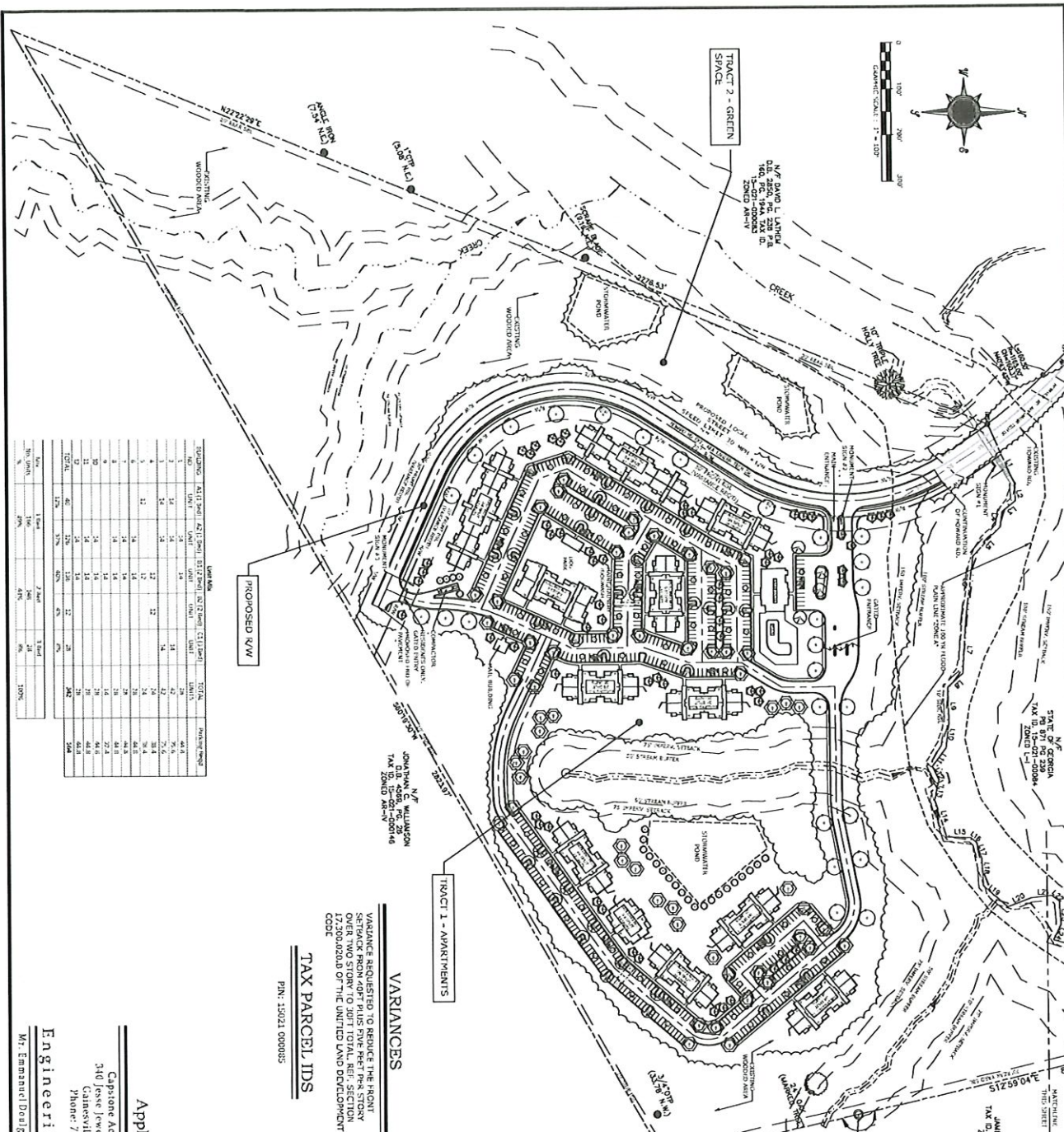
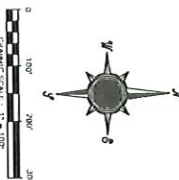
IHS LAW, LLC,  
Attorney for Applicant



Carla J. Walker, Esq.

*Enclosures: Preliminary Site Plan and Letter of Availability*

Cc: Mr. Abbott S. Hayes, Jr., Attorney for the City of Gainesville (via e-mail only)  
Mr. Jonathan Collins, Capstone Acquisitions, LLC (via e-mail only)



NO.	AREA (SQ. FT.)	AREA (AC.)	TOTAL	PERCENTAGE
1	12,500	0.285	12,500	2.14
2	15,000	0.344	15,000	2.64
3	18,000	0.413	18,000	3.18
4	22,000	0.505	22,000	3.91
5	28,000	0.642	28,000	4.94
6	35,000	0.801	35,000	6.17
7	45,000	1.024	45,000	7.94
8	55,000	1.259	55,000	9.71
9	65,000	1.502	65,000	11.58
10	80,000	1.829	80,000	14.18
11	100,000	2.296	100,000	17.73
12	120,000	2.763	120,000	21.28
13	150,000	3.454	150,000	26.59
14	180,000	4.145	180,000	31.91
15	220,000	5.046	220,000	39.22
16	280,000	6.438	280,000	50.08
17	350,000	8.020	350,000	61.63
18	450,000	10.244	450,000	79.11
19	550,000	12.568	550,000	96.60
20	650,000	14.892	650,000	114.08
21	800,000	18.316	800,000	140.53
22	1,000,000	22.740	1,000,000	176.99
23	1,200,000	27.650	1,200,000	213.87
24	1,500,000	34.274	1,500,000	266.84
25	1,800,000	41.184	1,800,000	323.14
26	2,200,000	50.440	2,200,000	397.91
27	2,800,000	64.291	2,800,000	504.65
28	3,500,000	80.142	3,500,000	628.75
29	4,500,000	102.452	4,500,000	800.00
30	5,500,000	125.762	5,500,000	976.25
TOTAL	1,200,000	27.650	1,200,000	213.87
TOTAL	5,500,000	125.762	5,500,000	976.25

**VARIANCES**

VARIANCE REQUESTED TO REDUCE THE FRONT SETBACK FROM 40FT PLUS FIVE FEET PER STORY OVER TWO STORY TO 20FT TOTAL. REF. SECTION 17200.020AD OF THE UNITED LAND DEVELOPMENT CODE

**TAX PARCEL IDS**

PHN: 13021 000035

**VARIANCES**

VARIANCE REQUESTED TO REDUCE THE FRONT SETBACK FROM 40FT PLUS FIVE FEET PER STORY OVER TWO STORY TO 20FT TOTAL. REF. SECTION 17200.020AD OF THE UNITED LAND DEVELOPMENT CODE

**TAX PARCEL IDS**

PHN: 13021 000035

- SITE DATA**
- 147 GAINESVILLE ROAD, INLAND CROSING, OGLETHORPE DISTRICT, IN. COONET WPD ZONE
  - 13' FEE VARIANCE
  - 10' + 5' PER STORY ABOVE 2
  - 5' SIDE AND REAR SETBACK
  - 5' SIDE AND REAR SETBACK
  - MUST CONFORM TO STATE OR COUNTY FIRE CODE REGULATION NOT SPECIFIED IN OADR.
  - 1.5% TOTAL LAND COVERAGE (INCLUDING PARKS)
  - 1.5% TOTAL LAND COVERAGE (INCLUDING PARKS)
  - 7 UNITS / AC
  - 62 UNITS / AC
  - 5,549 AC

**TRACT 1 - APARTMENTS**

AREA: 37,118 AC

# OF UNITS: 58,000

PROPOSED WALKWAY: 5,777 SWINGS

STANDARD: 20 SWINGS

INHAND: 30 SWINGS

AREA: 18,341 AC

RIGHT-OF-WAY TRACT: 2,827 AC

**TRACT 2 - GREEN SPACE**

AREA: 3,454 AC

# OF UNITS: 5,000

PROPOSED WALKWAY: 5,777 SWINGS

STANDARD: 20 SWINGS

INHAND: 30 SWINGS

AREA: 18,341 AC

RIGHT-OF-WAY TRACT: 2,827 AC

**VARIANCES**

VARIANCE REQUESTED TO REDUCE THE FRONT SETBACK FROM 40FT PLUS FIVE FEET PER STORY OVER TWO STORY TO 20FT TOTAL. REF. SECTION 17200.020AD OF THE UNITED LAND DEVELOPMENT CODE

**TAX PARCEL IDS**

PHN: 13021 000035



**Applicant**

Capstone Acquisitions, LLC  
340 Jesse Jewell Parkway, Ste 400  
Gainesville, GA 30601  
Phone: 770-519-5598

**Engineering Contact**

M-F: Emmanuel Doulgerakis, 770-535-9860



**Capstone at Inland Crossing**  
LOCATED IN 411 G.M.D., GAINESVILLE, HALL COUNTY, GEORGIA  
OWNER AND/OR DEVELOPER:  
**Capstone Acquisitions, LLC.**  
340 JESSE JEWELL PARKWAY, STE 400, GAINESVILLE, GEORGIA 30601, PHONE: 770-519-5598

**Concept Site Plan**  
DOULGERAKIS CONSULTING ENGINEERS, INC.  
planning • civil engineering • sanitary engineering  
100 Abbey Court, Alpharetta, Georgia 30004, phone: 770-753-1818

DATE: 7-19-22  
SCALE: 1" = 100'  
PROJECT NO: 1904  
SHEET: 1

NOT FOR CONSTRUCTION

CITY OF  
**GAINESVILLE**

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**WATER RESOURCES**

July 19, 2022

Capstone Acquisitions, LLC  
Attn: Carla J. Walker, Esq.  
340 Jesse Jewell Pkwy, Suite 105  
Gainesville, GA 30501

Re: Water & Sanitary Sewer Availability  
Proposed 342-Unit Multi-Family Development  
2866 Lanier Tech Drive  
PIN: 15021 000085

Dear Ms. Walker,

The purpose of this letter is to confirm the availability of water and sanitary sewer service to the above-referenced property.

The City of Gainesville owns and operates an existing 12-inch DIP water main in the right-of-way of Lanier Tech Drive, which terminates on the subject property. The City also owns and operates an existing 8-inch DIP gravity sanitary sewer located on the subject property.

The City of Gainesville has adequate capacity for your proposed 342-unit multi-family development, which we understand will generate an anticipated average sewage flow of 85,550 GPD and a peak flow of 213,750 GPD. It is our understanding the developer will be requesting to de-annex the property from the City of Gainesville, and, as a result, subsequently request the City to waive the annexation requirement for sanitary sewer service. If the request is approved by City Council, the City will honor this commitment of water and sanitary sewer service for your development.

This confirmation of water and sanitary sewer 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: Myron Bennett, P.E., Engineering and Construction Div. Manager

STATE OF GEORGIA

COUNTY OF HALL

**RESOLUTION CONSENTING TO DE-ANNEXATION**

**WHEREAS**, the Official Code of Georgia Annotated § 36-36-22 provides for a procedure whereby property within the incorporated limits of a city can be de-annexed into the unincorporated county; and

**WHEREAS**, Howard LT Holdings 1, LLC and Howard LT Holdings 2, LLC (the “Owners”) are the sole landowners of a certain piece of property consisting of 58.28 +/- acres of land, more or less, currently located within the incorporated city limits of the City of Gainesville and having the address of 2866 NE Lanier Tech Drive, Gainesville, Georgia (the “Property”); and

**WHEREAS**, the Property is more fully identified as Tax Parcel number 15021 000085, and is described more particularly in the maps, aerial photographs, and legal descriptions contained in draft resolutions attached hereto as Exhibit “A”; and

**WHEREAS**, on August 3, 2022 the Hall County Law Department received a package of documentation from counsel for the Owners and their representative, including a written and signed de-annexation application from Applicant Capstone Acquisitions, LLC, as representative of the Owners, submitted to the City of Gainesville containing a complete description of the Property and a request for service of water and sanitary sewer services to be provided to the Property by the City of Gainesville following the de-annexation, if approved; and

**WHEREAS**, the City of Gainesville, Georgia has provided notice to the County that it has received the same de-annexation application from Applicant Capstone Acquisitions, LLC relating to the Property; and

**WHEREAS**, O.C.G.A. § 36-36-22 grants the City of Gainesville the authority to de-annex the Property upon the written and signed applications of all of the owners of all of the land proposed to be annexed, other than the owners of public streets, roads, highways, or right of ways, containing a complete description of the lands to be de-annexed and the adoption of a resolution by the governing authority of Hall County, Georgia consenting to the de-annexation; and

**WHEREAS**, the Hall County Board of Commissioners has been granted the authority pursuant to O.C.G.A. § 36-36-22 to consent to the de-annexation of the property; and

**WHEREAS**, the Hall County Board of Commissioners has determined that it is in the best interests of the County and its citizens to consent to the de-annexation of the Property.

**NOW THEREFORE**, the Hall County Board of Commissioners hereby resolves to consent to the request of Applicant Capstone Acquisitions, LLC on behalf of the Owners, to de-annex the Property known as 2866 NE Lanier Tech Drive, Gainesville, Georgia, Tax Parcel number 15021 000085 (and more fully described in the attached Exhibit "A" hereto), pursuant to O.C.G.A. § 36-36-22.

**SO RESOLVED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**HALL COUNTY BOARD OF  
COMMISSIONERS**

\_\_\_\_\_  
**Chairman, Richard Higgins**

ATTEST:

\_\_\_\_\_  
(SEAL)  
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Van Stephens, County Attorney

Exhibit “A”



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## MEMORANDUM

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**TO:** Abbott S. Hayes, Jr., City Attorney (*ash@homlaw.com*)  
Van Stephens, County Attorney (*vstephens@hallcounty.org*)  
William J. Linkous, III, Deputy County Attorney (*wlinkous@hallcounty.org*)

**FROM:** Carla J. Walker, Esq, IHS Law, LLC (*cwalker@ihslawllc.com*)

**CC:** Jonathan Collins, Capstone Acquisitions, LLC (*jonathan@cpglc.net*)

**RE:** De-Annexation research & Proposed Procedure regarding Tax Parcel # 15021 000085

**DATE:** August 3, 2022 *C. Walker*

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Gentlemen:

Based on my reading of relevant Georgia law, including, specifically, but not limited to, O.C.G.A. § 36-36-22, it is clear that the City of Gainesville, Georgia is statutorily authorized, in its sole discretion, to de-annex an area of its existing municipal limits (such as the property located at 2866 NE Lanier Tech Drive) by the adoption of an ordinance of the Mayor and the members of the City Council granting an applicant's request for de-annexation so long as: (a) the de-annexation would not create an unincorporated island (see O.C.G.A. § 36-36-4), and (b) the following three (3) elements have been met: (i) it receives a written and signed application of all of the owners of the land to which the application relates; (ii) said application contains a complete description of said land(s); and (iii) the governing authority of the county in which the property is located (e.g. the Hall County Board of Commissioners, in this case) adopts a resolution consenting to such de-annexation.<sup>1</sup>

Unlike the procedures set forth in O.C.G.A. § 36-36-57, for annexing a territory into a municipal corporation, there are no public hearing, notice or publication requirements placed upon a municipality in the exercise of its authority to de-annex a property from its municipal limits.<sup>2</sup> Rather, the only public hearing, notice or publication requirements that must be observed are those applicable to the new zoning that will be applied to the de-annexed property by the governing authority of the county in which the property is located.<sup>3</sup>

During the last legislative session, a proposed modification to the municipal de-annexation procedures was introduced, House Bill 1439. This proposed legislation, however, was not successful. Therefore, O.C.G.A. § 36-36-22, in its current form, remains the operative governing law on de-annexation procedures in the state of Georgia.

The following attachments are enclosed for your further review. Please accept this memorandum and its enclosures as a proposal for the requested procedure to be applied to the De-Annexation Application of Capstone Acquisitions, LLC dated August 3, 2022, to be followed by a subsequently filed Zoning Application of Capstone Acquisitions, LLC re: Tax Parcel 15021 000085.

- \*Property Fact Sheet
- \*Proposed Schedule for De-Annexation and Zoning Applications
- \*Copy of relevant Statutes
- \*Cover Letter and De-Annexation Application with supplemental enclosures
- \*Proposed Resolution and Proposed Ordinance for the City of Gainesville
- \*Proposed Resolution for Hall County Board of Commissioners
- \*Copy of relevant Meeting Calendars

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<sup>1</sup> O.C.G.A. § 36-36-22 goes on to require that identification of the property so de-annexed be filed with the Department of Community Affairs and with the governing authority of the county in which the property is located not more than 30 days following the last day of the quarter in which the ordinance becomes effective.

<sup>2</sup> In fact, see Commentary on page 29 of the January 2014 GMA Legal Report (Growing Cities, Growing Georgia) opining that "De-annexation [by 100% method] is solely within the discretion of the municipal governing authority."

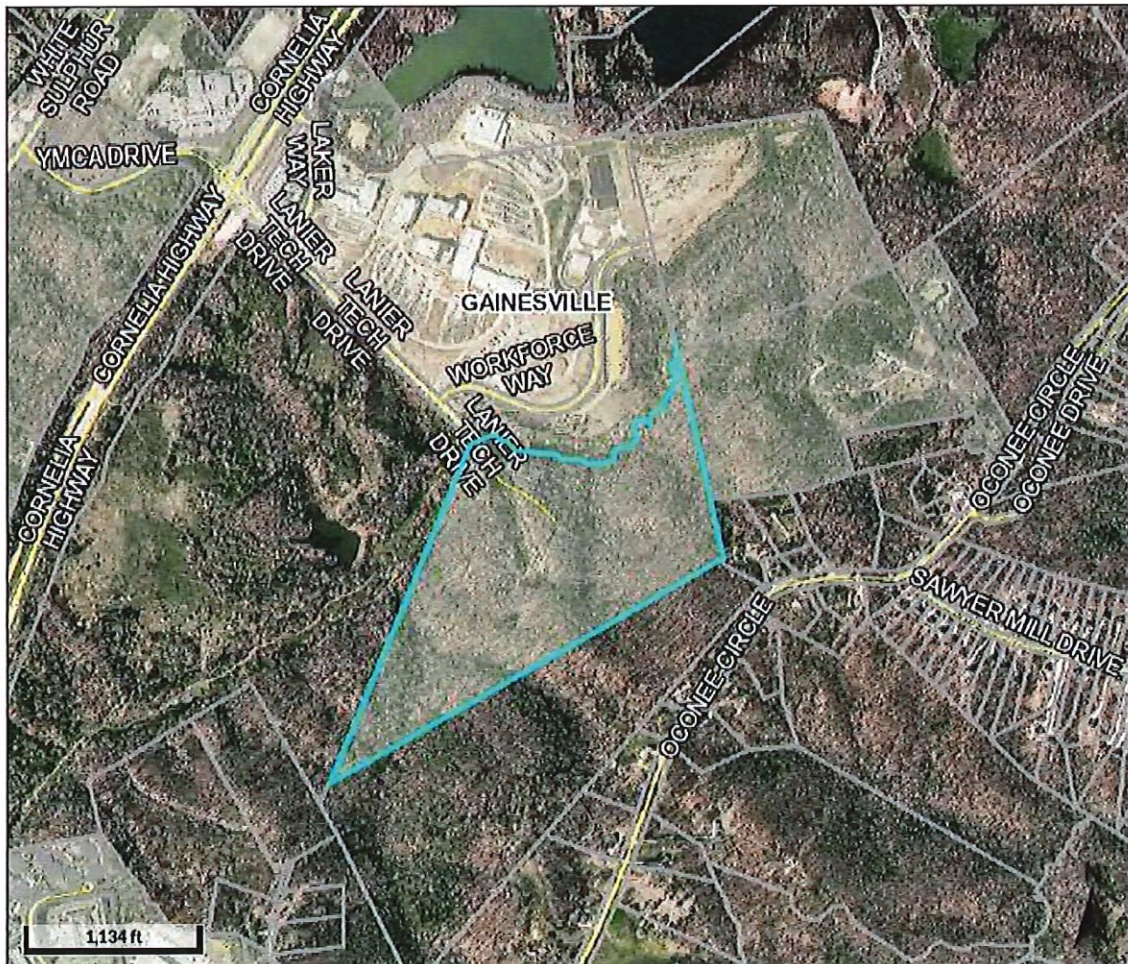
<sup>3</sup> One exception to this rule is as follows: having the same use for which that property was zoned immediately prior to such de-annexation (i.e. no further action is required in such context). See O.C.G.A. § 36-66-4(e).

# **PROPERTY FACT SHEET**

**Capstone at Inland Crossing**  
**Proposed 342-unit multi-family development**

**FACT SHEET**

- Applicant: Capstone Acquisitions, LLC
- Location: 2866 NE Lanier Tech Drive
- Tax Parcel: 15021 000085
- Property Owners: Howard LT Holdings 1, LLC and Howard LT Holdings 2, LLC
- Property: 58.28 +/- acres (unimproved) near Lanier Technical College
- Current Zoning: L-I (Light Industrial) Gainesville
- Proposed Zoning: R-MF (Residential Multi-Family) Hall County
- Overlay District: N. Oconee WPD Zone
- Abuts County property on Easterly, Southerly and Westerly boundaries
- Property has public access via Lanier Tech Drive which is approximately 0.2 miles east of Hwy 365
- Proposed Density: between 5.87 units/acre and 7 units/acre
- Preliminary Concept Plan: 342 units and amenity package
- Note: Preliminary Plan has 18.34 +/- acres for Green Space and 37.11 +/- acres for Development
- Water and Sanitary Sewer Service to be provided by City of Gainesville Public Utilities Dept.
- Development would support housing needs of growing local industry & adjacent college campus
- Contacts: Jonathan Collins, Lead Developer ([jonathan@cpgllc.net](mailto:jonathan@cpgllc.net) or 770-519-5598)  
Carla J. Walker, Esq., Attorney for Applicant ([cwalker@ihslawllc.com](mailto:cwalker@ihslawllc.com) or 404-210-6271)



**PROPOSED SCHEDULE FOR  
DE-ANNEXATION AND ZONING  
APPLICATIONS**

**Proposed SCHEDULE for De-Annexation and Zoning Application**  
**Tax Parcel # 15021 000085 re: Capstone at Inland Crossing**

<i>Sequence</i>	<i>Action</i>	<i>Date and Time</i>	<i>Location</i>
Step 1:	<u>Applicant</u> submits de-annexation application to City & letter requesting waiver of the annexation requirement for the provision of city water and sewer services for the Project	9:45am 8/3/2022 (Wed.)	City of Gainesville Community Development Department <i>with copy to City Attorney</i>
Step 2:	<u>Applicant</u> sends letter to City and County Attys enclosing copy of the de-annexation application, along with a request for the County's consent, request to be added to the next agendas, and permission to file its zoning application	before noon 8/3/2022 (Wed.)	Hall County Law Department and City Attorney's Office
Step 3:	<u>County and City staff</u> add de-annexation application and Applicant's requests/proposed resolutions to the next meeting Agendas	before noon 8/4/2022 (Thurs.)	Hall County Administrator's Office City Manager's Office
Step 4:	<u>County Commissioners</u> consider Applicant's request for consent to de-annexation of Property from City at County Work Session mtg	3:00pm 8/8/2022 (Mon.)	Hall County Government Center 2875 Browns Bridge Road Gainesville, GA 30504 (2 <sup>nd</sup> Floor)
Step 5:	<u>City Council</u> considers Applicant's application for de-annexation at City Work Session meeting	9:00am 8/11/2022 (Thurs.)	City Administration Building 300 Henry Ward Way Gainesville, GA 30501 (3 <sup>rd</sup> Floor)
Step 6:	<u>County Commissioners</u> vote on proposed De-annexation Resolution and request to submit Zoning Application	6:00pm 8/11/2022 (Thurs.)	Hall County Government Center 2875 Browns Bridge Road Gainesville, GA 30504 (2 <sup>nd</sup> Floor)
Step 7:	<u>Applicant</u> submits Zoning Application to County Planning Dept. by filing deadline	before 4:00pm 8/15/2022 (Mon.)	Hall County Planning Dept.
Step 8:	<u>City Council</u> votes on proposed De-annexation Resolution and request for waiver of the annexation requirement for city water and sewer services for the Project	5:30pm 8/16/2022 (Tues.)	Public Safety Complex Municipal Court Room 701 Queen City Parkway
Step 9:	<u>City Attorney</u> sends Notice via FedEx to Dept. of Comm. Affairs and to Hall County Law Dept., with copy to County Planning Dept., if De-annexation Resolution is approved by City; <i>or</i> <u>Applicant</u> withdraws Zoning Application if De-Annexation application is denied.	before noon on or before 8/22/2022 (Mon.)	See attached FedEx labels
Step 10:	<u>County Planning Dept.</u> has Legal Ad Published and sends Notices to owners w/in 500 ft. radius of Property re: Zoning Application <i>and</i> <u>Applicant</u> posts sign on Property and submits signed Affidavit with picture to Planning Dept.	Before noon 9/14/2022 (Wed.)	The Times Newspaper and Hall County Planning Department
Step 11:	<u>County Planning Commission</u> considers Zoning Application at Public Hearing/Meeting	5:15pm 10/3/2022 (Mon.)	Hall County Government Center 2875 Browns Bridge Road Gainesville, GA 30504 (2 <sup>nd</sup> Floor)
Step 12:	<u>County Commissioners</u> consider Applicant's Zoning Application at Work Session Meeting	3:00pm 11/7/2022 (Mon.)	Hall County Government Center 2875 Browns Bridge Road Gainesville, GA 30504 (2 <sup>nd</sup> Floor)
Step 13:	<u>County Commissioners</u> vote on proposed Zoning Resolution for R-MF zoning for Property	6:00pm 11/10/2022 (Thurs.)	Hall County Government Center 2875 Browns Bridge Road Gainesville, GA 30504 (2 <sup>nd</sup> Floor)

# **RELEVANT STATUTES**

**GA. Code 36-36-22 Deannexation; authority; procedures;  
identification; status of lands (Georgia Code (2022 Edition))**

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**§ 36-36-22. Deannexation; authority; procedures; identification;  
status of lands**

Authority is granted to the governing bodies of the several municipal corporations of this state to deannex an area or areas of the existing corporate limits thereof, in accordance with the procedures provided in this article and in Article 1 of this chapter, upon the written and signed applications of all of the owners of all of the land, except the owners of any public street, road, highway, or right of way, proposed to be deannexed, containing a complete description of the lands to be deannexed and the adoption of a resolution by the governing authority of the county in which such property is located consenting to such deannexation. Lands to be deannexed at any one time shall be treated as one body, regardless of the number of owners, and all parts shall be considered as adjoining the limits of the municipal corporation when any one part of the entire body abuts such limits. When such application is acted upon by the municipal authorities and the land is, by ordinance, deannexed from the municipal corporation, an identification of the property so deannexed shall be filed with the Department of Community Affairs and with the governing authority of the county in which the property is located in accordance with Code Section 36-36-3. When so deannexed, such lands shall cease to constitute a part of the lands within the corporate limits of the municipal corporation as completely and fully as if the limits had been marked and defined by local Act of the General Assembly.

**GA. Code 36-36-4 Creation of unincorporated islands prohibited;  
authorization to provide services or functions (Georgia Code  
(2022 Edition))**

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**§ 36-36-4. Creation of unincorporated islands prohibited;  
authorization to provide services or functions**

(a) The creation of unincorporated islands as described in paragraph (1), (2), or (3) of this subsection shall be prohibited:

(1) Annexation or deannexation which would result in the creation of an unincorporated area with its aggregate external boundaries abutting the annexing municipality;

(2) Annexation or deannexation which would result in the creation of an unincorporated area with its aggregate external boundaries abutting any combination of the annexing municipality and one or more other municipalities; or

(3) Annexation or deannexation which would result in the creation of an unincorporated area to which the county would have no reasonable means of physical access for the provision of services otherwise provided by the county governing authority solely to the unincorporated area of the county.

(b) When requested by resolution of the county governing authority, a municipality is authorized to provide any service or exercise any function within an unincorporated island. Such authority shall be in addition to any other authority of the municipality to provide extraterritorial services or functions. For purposes of this subsection, "unincorporated island" shall have the same meaning as contained in paragraph (3) of Code Section 36-36-90.

(c) The prohibition contained in subsection (a) of this Code section shall not apply to a local Act providing for deannexation of territory from a municipality that would create an unincorporated island where another local Act annexing the same territory into another municipality takes effect on the same date as the local Act providing for deannexation of such territory.

**History:**

Amended by 2015 Ga. Laws 217, §1, eff. 5/12/2015.



**GA. Code 36-36-57 Adoption of annexation resolution by municipal corporation; contents of resolutions; approval, availability, and distribution of report relating to extension of services; conduct of public hearing (Georgia Code (2022 Edition))**

**§ 36-36-57. Adoption of annexation resolution by municipal corporation; contents of resolutions; approval, availability, and distribution of report relating to extension of services; conduct of public hearing**

(a) Any municipal governing body desiring to annex territory pursuant to this article shall first pass a resolution stating the intent of the municipal corporation to consider annexation. The resolution shall describe the boundaries of the area under consideration and fix a date for a public hearing on the question of annexation. The date for the public hearing shall be not less than 30 days and not more than 60 days following passage of the resolution. The notice of the public hearing shall (1) fix the date, hour, and place of a public hearing, (2) describe clearly the boundaries of the area under consideration, and (3) state that the report required in Code Section 36-36-56 will be available at the office of the municipal clerk at least 14 days prior to the date of the public hearing. The notice shall be given by publication in a newspaper having general circulation in the municipality once a week for three successive weeks prior to the date of the hearing. The date of the last publication shall be not more than seven days preceding the date of public hearing. If there is no such newspaper, the municipal corporation shall post the notice in at least three public places within the municipality and in at least three public places in the area to be annexed for 30 days prior to the date of the public hearing.

(b) At least 14 days before the date of the public hearing, the governing body shall approve the report provided for in Code Section 36-36-56 and shall make it available to the public at the office of the municipal clerk. In addition, the municipal corporation may prepare a summary of the full report for public distribution.

(c) At the public hearing, a representative of the municipal corporation shall first make an explanation of the report required in Code Section 36-36-56. Following such explanation, all persons resident or owning property in the territory described in the notice of public hearing and all residents of the municipality shall be given an opportunity to be heard.

## Annexation or Deannexation by 100% Method

### Statute

*to the municipal corporation, an identification of the property so annexed shall be filed with the Department of Community Affairs and with the governing authority of the county in which the property is located in accordance with Code Section 36-36-3. When so annexed, such lands shall constitute a part of the lands within the corporate limits of the municipal corporation as completely and fully as if the limits had been marked and defined by local Act of the General Assembly. Except as provided in subsection (c) of Code Section 36-36-20, nothing in this article shall be construed to authorize annexation of the length of any public right of way except to the extent that such right of way adjoins private property otherwise annexed by the municipal corporation.*

### 36-36-22

*Authority is granted to the governing bodies of the several municipal corporations of this state to deannex an area or areas of the existing corporate limits thereof, in accordance with the procedures provided in this article and in Article 1 of this chapter, upon the written and signed applications of all of the owners of all of the land, except the owners of any public street, road, highway, or right of way, proposed to be deannexed, containing a complete description of the lands to be deannexed and the adoption of a resolution by the governing authority of the county in which such property is located consenting to such deannexation. Lands to be deannexed at any one time shall be treated as one body, regardless of the number of owners, and all parts shall be considered as adjoining the limits of the municipal corporation when any one part of the entire body abuts such limits. When such application is acted upon by the municipal authorities and the land is, by ordinance, deannexed from the municipal corporation, an identification of the property so deannexed shall be filed with the Department of Community Affairs and with the governing authority of the county in which the property is located in accordance with Code Section 36-36-3. When so deannexed, such lands shall cease to constitute a part of the lands within the corporate limits of the municipal corporation as completely and fully as if the limits had been marked and defined by local Act of the General Assembly.*

### Commentary

4) All parts of a body of land proposed to be annexed are considered to be adjoining the municipal limits as long as the body is contiguous to the municipal boundary at any point. See figures, page 34 and 35.

Identification of the annexed land must be filed with DCA and the governing authority of the county.

This subsection also includes a provision which makes clear that the length of any public right-of-way may not be annexed under the 100% method unless the right-of-way adjoins private property annexed by the municipal corporation or is included in an annexation of municipally owned property.

The 100% method can be used in any county in Georgia.

### O.C.G.A. § 36-36-22 (Deannexation; Authority; Procedures; Identifications; Status of Lands)

This section establishes a procedure by which a municipal corporation may deannex an area that is currently within the corporate limits. Deannexation is solely within the discretion of the municipal governing authority. The reference to Article 1 is specifically in regards to O.C.G.A. § 36-36-4 which prohibits the creation of unincorporated islands by deannexation.

#### Requirements:

1) Written and signed applications of all the owners of all of the land. The owners of public lands are not included in this definition. This requirement is effectively the same as in the 100% method of annexation.

2) A complete description of the lands to be deannexed must be attached to the deannexation application.

3) The governing authority of the county in which the property proposed for deannexation is located must adopt a resolution consenting to the deannexation.

4) Lands to be deannexed at any one time will be considered one body, regardless of the number of owners. All parcels will be considered as adjoining the limits of the municipal corporation when any one parcel of the entire area being annexed abuts the municipality's limits. This subsection is the same definition of contiguous area found in

**GA. Code 36-66-4 Hearings on proposed zoning decisions; notice of hearing; nongovernmental initiated actions; reconsideration of defeated actions; procedure on zoning for property annexed into municipality (Georgia Code (2022 Edition))**

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(2) The hearing required by subsection (a) of this Code section shall be conducted prior to the annexation of the subject property into the municipality;

(3) In addition to the other notice requirements of this Code section, the municipality shall cause to be published within a newspaper of general circulation within the territorial boundaries of the county wherein the property to be annexed is located a notice of the hearing as required under the provisions of subsection (a) or (b), as applicable, of this Code section and shall place a sign on the property when required by subsection (b) of this Code section; and

(4) The zoning classification approved by the municipality following the hearing required by this Code section shall become effective on the later of:

(A) The date the zoning is approved by the municipality;

(B) The date that the annexation becomes effective pursuant to Code Section 36-36-2; or

(C) Where a county has interposed an objection pursuant to Code Section 36-36-11, the date provided for in paragraph (8) of subsection (c) of said Code section.

(e) A qualified municipality into which property has been annexed may provide, by the adoption of a zoning ordinance, that all annexed property shall be zoned by the municipality, without further action, for the same use for which that property was zoned immediately prior to such annexation. A qualified county which includes property which has been deannexed by a municipality may provide, by the adoption of a zoning ordinance, that all deannexed property shall be zoned by the county, without further action, for the same use for which that property was zoned immediately prior to such deannexation. A municipality shall be a qualified municipality only if the municipality and the county in which is located the property annexed into such municipality have a common zoning ordinance with respect to zoning classifications. A county shall be a qualified county only if that county and the municipality in which was located the property deannexed have a common zoning ordinance with respect to zoning classifications. A zoning ordinance authorized by this subsection shall be adopted in compliance with the other provisions of this chapter. The operation of such ordinance to zone property which is annexed or deannexed shall not require any further action by the adopting municipality, adopting county, or owner of the property annexed or deannexed. Property which is zoned pursuant to this subsection may have such zoning classification changed upon compliance with the other provisions of this chapter.

**COVER LETTER AND  
DE-ANNEXATION APPLICATION  
WITH SUPPLEMENT ENCLOSURES**

# IHS LAW, LLC

A Georgia limited liability company

340 Jesse Jewell Pkwy, Suite 105  
P.O. Box 907146  
Gainesville, GA 30501  
404-210-6271  
cwalker@ihslawllc.com

August 3, 2022

**VIA HAND DELIVERY AND**  
**VIA ELECTRONIC MAIL**

ash@homlaw.com  
vstephens@hallcounty.org

Hulsey, Oliver & Mahar, LLP  
Mr. Abbott S. Hayes, Jr., City Attorney  
200 E. E. Butler Parkway  
Gainesville, GA 30501

Hall County Law Department  
Mr. Van Stephens, County Attorney  
2875 Browns Bridge Road  
Gainesville, GA 30504

**Re: De-Annexation Application (the “De-Annexation Application” or the “Application”) of Capstone Acquisitions, LLC (the “Applicant”) regarding 58.28 +/- acres located at 2866 Lanier Tech Drive (i.e. Tax Parcel # 15021 000085) (the “Property”)**

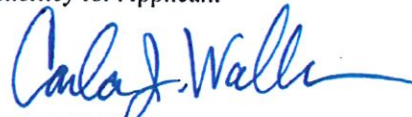
Dear City and County Attorneys:

Please find enclosed herewith a copy of the above-referenced De-Annexation Application that has been submitted to the City of Gainesville’s Community and Economic Development Dept. this morning. In furtherance of this Application, I/we hereby respectfully request the following:

- (1) That the Hall County Board of Commissioners consent to Applicant’s De-Annexation Application and pass a Resolution setting forth said consent; and
- (2) That the City of Gainesville grant Applicant’s request for the de-annexation of the above-described Property and pass a Resolution setting forth said approval; and
- (3) That Applicant’s requests be added to the next Work Session and Voting Meeting agendas for the Hall County Board of Commissioners & the Governing Body of the City of Gainesville; and
- (4) That Applicant be permitted to file its Zoning Application with the Hall County Planning and Development Department by the next deadline of August 15, 2022; and
- (5) That the Property (and the development proposed thereon) retain access to the utility services of the City of Gainesville for water and sewer connectivity, if the Application is approved.

Thank you in advance for your consideration of this matter. Please do not hesitate to contact me directly if any additional information is needed to evaluate and approve these requests.

Sincerely,  
IHS LAW, LLC,  
Attorney for Applicant



Carla J. Walker, Esq.

*Enclosure: Copy of De-annexation Application*

Cc: William J. Linkous, III, Deputy County Attorney (via e-mail only: wlinkous@hallcounty.org)  
Jonathan Collins, Capstone Acquisitions, LLC (via e-mail only: jonathan@cpgllc.net)



**GAINESVILLE**

**APPLICATION FOR ZONING ACTIONS**

PAB Meeting Date: \_\_\_\_\_

Council Meeting Date: \_\_\_\_\_

**Applicant Information**

Name	Capstone Acquisitions, LLC
Address	P.O. Box 723
City/State/Zip	Gainesville, GA 30503
Phone/Cell	770-519-5598
Email	jonathan@cpqllc.net

**Property Owner Information**

Name	Howard LT Holdings 1, LLC; Howard LT Holdings 2, L
Address	c/o IHS Law, LLC - 340 Jesse Jewell Pkwy, Suite 105
City/State/Zip	Gainesville, GA 30501
Phone/Cell	404-210-6271
Email	cwalker@ihslawllc.com

**Applicant Status**

<input type="checkbox"/>	Current Property Owner
<input type="checkbox"/>	Option to Purchase
<input type="checkbox"/>	Area Resident
<input checked="" type="checkbox"/>	Representative
<input type="checkbox"/>	Government

**Zoning Request**

Existing Zoning	L-1		
Rezone To / Establish As			
<input type="checkbox"/>	Annexation	<input checked="" type="checkbox"/>	De-annexation
<input type="checkbox"/>	Rezoning	<input type="checkbox"/>	Zoning Amendment
<input type="checkbox"/>	Special Use Permit	<input type="checkbox"/>	Road Action Request

**Parcel Information**

Tax Parcel Number(s)	15021 000085	Ward No.	2
Location (Address)	2866 NE Lanier Tech Drive	Acres	58.28
Existing Structure(s)	N/A - vacant		
Description of Proposed Use	multi-family development		

**Connect to City Sewer (For Annexations Only)**

Does the applicant wish to connect to city sewer?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Does the applicant plan to request the city to share in the cost of the sewer line extension as a condition of annexation?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
If Yes to cost sharing, provide a Letter of Cost Estimate from the Department of Water Resources				

**Fee Information**

Annexation or De-annexation, Rezoning, or Zoning Amendment	\$500.00
Special Use Permit	\$400.00
Road Action Request	\$250.00
Amount Due (Include all fees required)	\$

**Supporting Documents Required in PDF Format**

<input type="checkbox"/>	Concept Plan - Prepared by a Professional Engineer, Registered Land Surveyor, Architect, or Landscape Architect
<input type="checkbox"/>	Plat
<input checked="" type="checkbox"/>	Legal Description of Property - Word DOC or DOCX format
<input type="checkbox"/>	Narrative Report
<input type="checkbox"/>	Architectural Rendering
<input type="checkbox"/>	Traffic Impact Study - If applicable
<input type="checkbox"/>	DRI Review - Large scale projects only
<input checked="" type="checkbox"/>	Other - Explain Request for Annexation Waiver re: Sewer

**Method of Payment**

<input type="checkbox"/>	Paid by Check	Check No.	
<input type="checkbox"/>	Paid Cash	Receipt No.	

**Applicant's Certification:** I hereby certify the above information, and all attached information, is true and correct; and that I have read, understand, and have received a copy of the **Public Notice Requirements**.

Capstone Acquisitions, LLC

Signature of Applicant

  
Jonathan Collins, Manager

Date 8-3-2022

Application Taken By

Date

**Application WITHDRAWAL Notification:** I hereby withdraw the above application.

Signature of Applicant

Date

# Zoning Action Request

## PROPERTY OWNER AUTHORIZATION

As the owner of the subject property, I hereby authorize the person named below to act on my behalf as Applicant in the pursuit of zoning action for this property.

Applicant's Name, if not Owner	Capstone Acquisitions, LLC
--------------------------------	----------------------------

## OWNER INFORMATION CERTIFICATION

I swear that I am the owner of the property which is the subject matter of this application, as shown in the records of Hall County, Georgia:

Name of Owner	Howard LT Holdings 2, LLC
Owner's Address	P.O. Box 723
City / State / Zip Code	Gainesville, GA 30503
Owner's Phone Number	770-530-9850
Owner's Cell Phone Number	Same

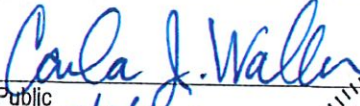
## NOTARY PUBLIC CERTIFICATION

Personally appeared before me the following:

Howard LT Holdings 2, LLC

By:  \_\_\_\_\_  
Jonathan Collins, Signature of Property Owner  
Manager

who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

  
Notary Public  
Date 8/3/2022



In the event there is more than one property owner, a separate Property Owner Authorization page must be completed by each property owner.

**Zoning Action Request**

**CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM**

NOTE: This form is required for all annexation and/or zoning actions

- (a) When any applicant for rezoning action has made, within two years immediately preceding the filing of that applicant's application for the rezoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
  - (1) The name and official position of the local government official to whom the campaign contribution was made; and
  - (2) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the rezoning action is first filed.
- (c) When any opponent of a rezoning action has made, within two years immediately preceding the filing of the rezoning action being opposed, campaign contributions aggregating \$250.00 or more to a local government official of the local government which will consider the application, it shall be the duty of the opponent to file a disclosure with the governing authority of the respective local government showing:
  - (1) The name and official position of the local government official to whom the campaign contribution was made; and
  - (2) The dollar amount and description of each campaign contribution made by the opponent 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.
- (d) The disclosure required by subsection (c) of this Code section shall be filed at least five calendar days prior to the first hearing by the local government or any of its agencies on the rezoning application.

**APPLICANT'S CERTIFICATION**

I hereby certify that I have read the above campaign disclosure information and declare that (select have or have not)

I have within the two years immediately preceding this date made any campaign contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

I have not within the two years immediately preceding this date made any campaign contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

\*NOTE: If you are an applicant and you have made any such contribution(s), you must provide the information required in subsection (a) above within ten (10) days after the rezoning action is first filed. If you are an opponent and you have made a contribution, you must provide the information required in subsection (c) above at least five (5) calendar days prior to the public hearing by the City Council or any of its agencies on the rezoning application.

(1) \_\_\_\_\_  
(Name and official position of the City Council Member of the City of Gainesville, Georgia to whom campaign contribution was made)

(2) Amount: \$ \_\_\_\_\_ Date of Contribution: \_\_\_\_\_

Signature of Applicant: By: Jonathan Collins  
Capstone Acquisitions, LLC  
Jonathan Collins, Manager

Date: 8-3-2022



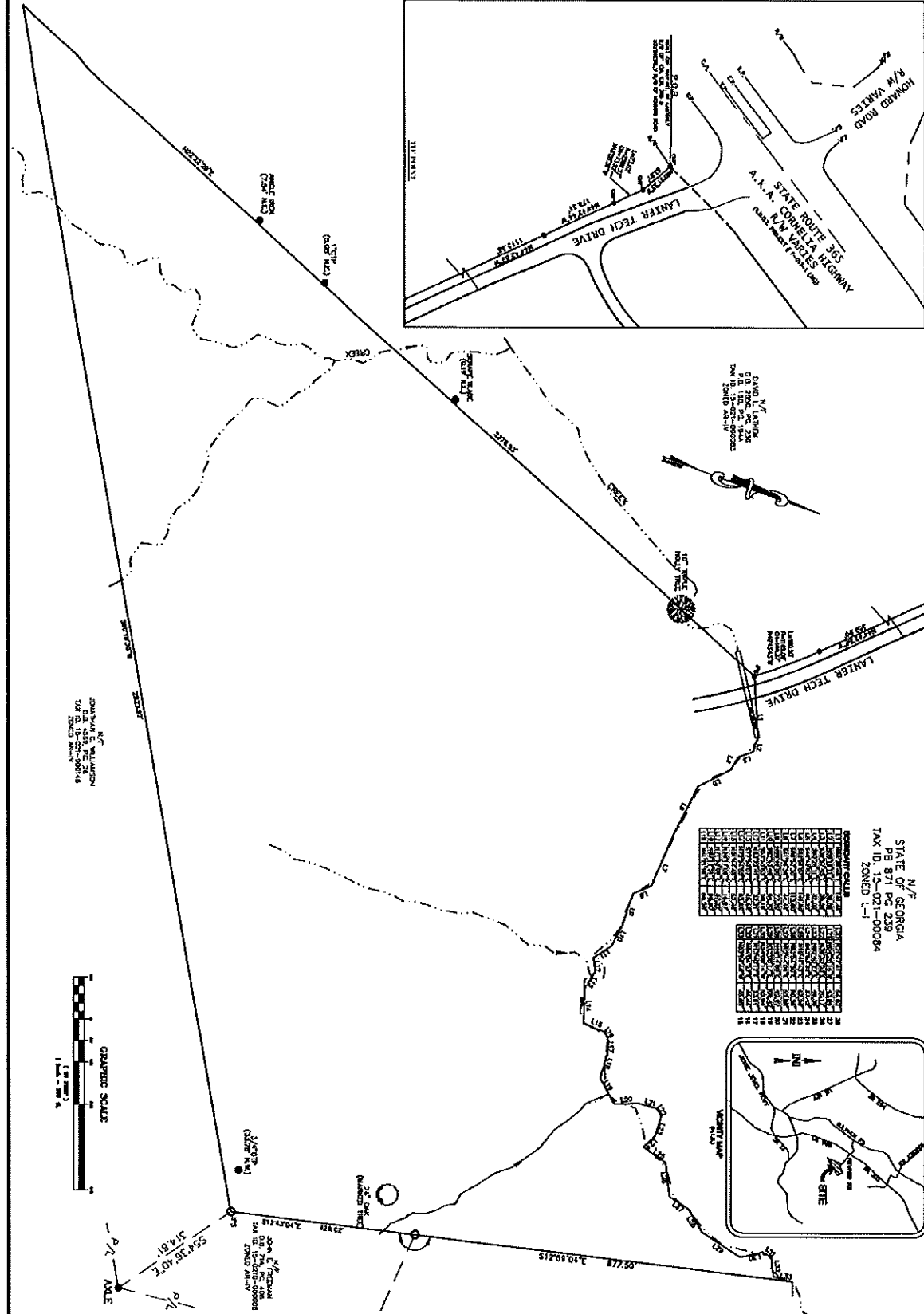
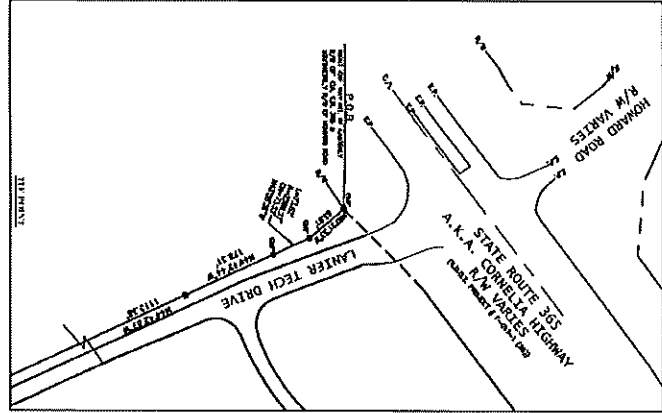
City of Gainesville, Georgia  
De-annexation Application of  
Capstone Acquisitions, LLC  
August 3, 2022

Legal Description  
For  
Tax Parcel 15021 000085

All that tract or parcel of land lying and being in G.M.D. 411 of Hall County, Georgia and being more particularly described as follows:

Beginning at a concrete monument at the right of way intersection of the easterly right of way and Howard Road and the southerly right of way of Georgia State Route No. 365, a.k.a. Cornelia Highway, said point being the POINT OF BEGINNING; THENCE along the southerly right of way of Howard Road heading N60°21'53"W for a distance of 83.01' to a point; THENCE along a curve to the right with an arc length of 73.52', having a radius of 2598.27', with a chord bearing of N43°58'26"W, with a chord length of 73.52' to a point; THENCE N44°42'44"W for a distance of 178.31'; THENCE N44°42'57"W for a distance of 1113.38' to a point; THENCE N44°42'56"W for a distance of 359.90' to a point; THENCE along a curve to the right with an arc length of 160.50', having a radius of 1165.00', with a chord bearing of N40°43'43"W, with a chord length of 160.37', said point being the TRUE POINT OF BEGINNING; THENCE N66°36'46"E for a distance of 141.46' to a point; THENCE N86°19'11"E for a distance of 36.86' to a point; THENCE S39°57'45"E for a distance of 38.56' to a point; THENCE S83°26'11"E for a distance of 32.02' to a point; THENCE S46°42'57"E for a distance of 86.22' to a point; THENCE S82°51'07"E for a distance of 141.80' to a point; THENCE S86°52'30"E for a distance of 113.60' to a point; THENCE S41°39'36"E for a distance of 44.46' to a point; THENCE N88°49'55"E for a distance of 77.20' to a point; THENCE S82°43'46"E for a distance of 54.70' to a point; THENCE S53°53'53"E for a distance of 50.16' to a point; THENCE N63°25'41"E for a distance of 32.21' to a point; THENCE S77°50'07"E for a distance of 45.68' to a point; THENCE N72°24'52"E for a distance of 83.85' to a point; THENCE N01°44'45"E for a distance of 52.46' to a point; THENCE N39°17'09"E for a distance of 16.67' to a point; THENCE N71°53'09"E for a distance of 37.22' to a point; THENCE N87°12'51"E for a distance of 58.80' to a point; THENCE N41°21'16"E for a distance of 69.26' to a point; THENCE N21°47'41"W for a distance of 54.92' to a point; THENCE N04°28'14"W for a distance of 43.94' to a point; THENCE N38°33'03"E for a distance of 20.17' to a point; THENCE N85°43'27"E for a distance of 49.38' to a point; THENCE S63°53'32"E for a distance of 37.42' to a point; THENCE N15°41'43"E for a distance of 62.26' to a point; THENCE N62°54'30"E for a distance of 80.36' to a point; THENCE N12°44'09"E for a distance of 52.88' to a point; THENCE N40°14'05"E for a distance of 62.97' to a point; THENCE N12°58'17"E for a distance of 106.42' to a point; THENCE N34°09'14"W for a distance of 52.94' to a point; THENCE N13°40'12"E for a distance of 23.61' to a point; THENCE N64°04'52"E for a distance of 44.44' to a point; THENCE N03°59'48"W for a distance of 45.85' to a point; THENCE S12°59'04"E for a distance of 877.50' to a point; THENCE S12°43'04"E for a distance of 428.02' to an iron pin set; THENCE S60°19'30"W for a distance of 2823.97' to a point; THENCE N22°22'29"E for a distance of 2276.53' to a point, said point being the TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements and restrictions of record. Said property contains 58.28 acres as shown on a Composite Plat for Howard Road Townhomes, prepared by Myers & Co, Inc., dated 12/18/18.



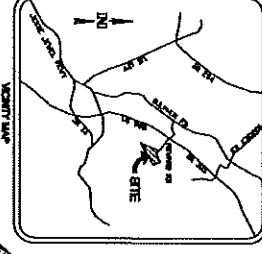
DIST. N/F APPROX.  
 0.16 AC. (1.25% OF SITE)  
 TAX ID. 15-021-00084  
 ZONED L-1

DIST. N/F APPROX.  
 0.16 AC. (1.25% OF SITE)  
 TAX ID. 15-021-00084  
 ZONED L-1

STATE OF GEORGIA  
 PB 871 PC 239  
 TAX ID. 15-021-00084  
 ZONED L-1

N/F

PARCEL NO.	ACRES	TAX ID	ZONING	AREA	AREA	AREA
1	0.16	15-021-00084	L-1	0.16	0.16	0.16
2	0.16	15-021-00084	L-1	0.16	0.16	0.16
3	0.16	15-021-00084	L-1	0.16	0.16	0.16
4	0.16	15-021-00084	L-1	0.16	0.16	0.16
5	0.16	15-021-00084	L-1	0.16	0.16	0.16



Reviewers  R-1	DATE 12-18-18	Project Description <b>HOWARD ROAD TOWNHOMES</b> CITY OF GAINESVILLE HALL COUNTY, GEORGIA	<b>MYERS &amp; CO.</b> <i>civil engineers</i> P.O. BOX 830 GAINESVILLE, GA 30603 770-527-3723 408-749-6666	015 016
	JOB NO 18-05 Sheet No <b>COMPOSITE PLAT</b>			

# IHS LAW, LLC

A Georgia limited liability company

340 Jesse Jewell Pkwy, Suite 105  
P.O. Box 907146  
Gainesville, GA 30501  
404-210-6271  
cwalker@ihslawllc.com

August 3, 2022

**VIA HAND DELIVERY AND**  
**VIA ELECTRONIC MAIL**  
rligon@gainesvillega.gov

City of Gainesville  
Mr. Rusty Ligon, Director  
Community and Economic Development  
300 Henry Ward Way, Suite 303  
Gainesville, GA 30501

**Re: Request for WAIVER of annexation requirement for water and sanitary sewer services and Request for ACCESS to said services to Capstone at Inland Crossing, being 58.28 +/- acres located at 2866 Lanier Tech Drive, Gainesville, Georgia (i.e. Tax Parcel # 15021 000085) (the "Property")**

Dear Rusty:

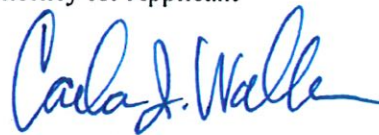
The purpose of this letter is: (i) to request a waiver of the annexation requirement for the provision of water and sanitary sewer services from the City of Gainesville (the "City") to the above-reference Property, and (ii) to request access to the City's water and sanitary sewer services for a proposed development off of Lanier Tech Drive a/k/a Howard Road in Hall County *after* said Property is de-annexed from the City, if approved. The proposed project is 342-unit multi-family development (the "Project"). Please see the attached site plan.

The requests above (the "Requests") are being made on behalf of Capstone Acquisitions, LLC (the "Applicant") as agent for the two owners of the Property and are being made contemporaneously with an application for de-annexation that is being submitted to the City of even date herewith. In support of the Requests, please find enclosed a letter from the City's Permitting Services Manager confirming the availability of water and sanitary sewer services to/for the Project.

Thank you in advance for your consideration of these Requests. Please do not hesitate to contact me directly if any additional information is needed to evaluate and approve the same.

Sincerely,

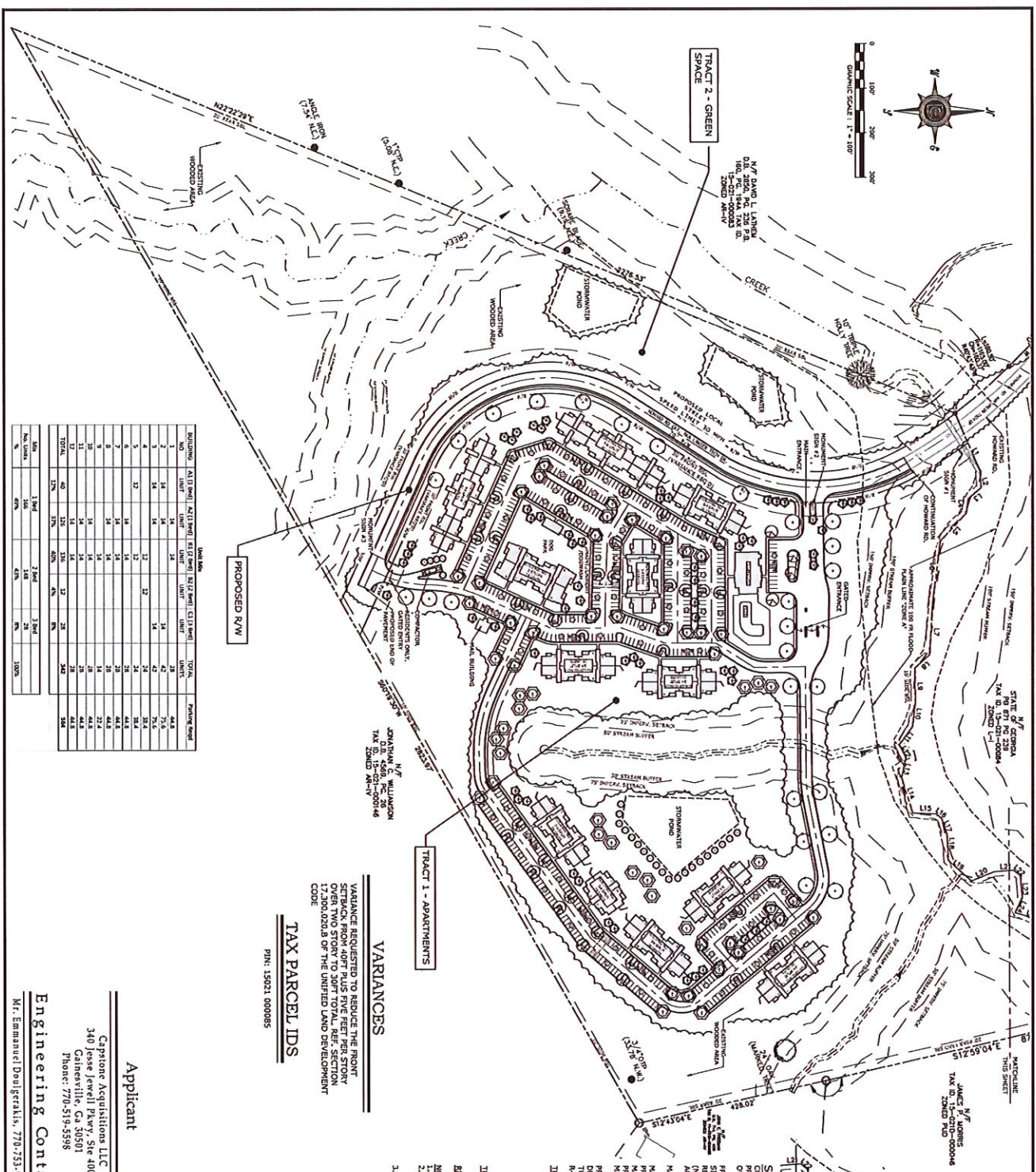
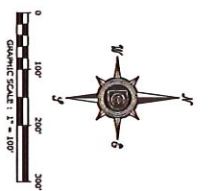
IHS LAW, LLC,  
Attorney for Applicant



Carla J. Walker, Esq.

*Enclosures: Preliminary Site Plan and Letter of Availability*

Cc: Mr. Abbott S. Hayes, Jr., Attorney for the City of Gainesville (via e-mail only)  
Mr. Jonathan Collins, Capstone Acquisitions, LLC (via e-mail only)



BUILDING NO.	A112 (S/W)		S112 (S/W)		S112 (S/W)		S112 (S/W)		TOTAL	PARKING SPACES
	UNIT	AREA	UNIT	AREA	UNIT	AREA	UNIT	AREA		
1	14	14	14	14	14	14	14	14	28	84.8
2	14	14	14	14	14	14	14	14	28	84.8
3	14	14	14	14	14	14	14	14	28	84.8
4	14	14	14	14	14	14	14	14	28	84.8
5	14	14	14	14	14	14	14	14	28	84.8
6	14	14	14	14	14	14	14	14	28	84.8
7	14	14	14	14	14	14	14	14	28	84.8
8	14	14	14	14	14	14	14	14	28	84.8
9	14	14	14	14	14	14	14	14	28	84.8
10	14	14	14	14	14	14	14	14	28	84.8
11	14	14	14	14	14	14	14	14	28	84.8
12	14	14	14	14	14	14	14	14	28	84.8
13	14	14	14	14	14	14	14	14	28	84.8
14	14	14	14	14	14	14	14	14	28	84.8
15	14	14	14	14	14	14	14	14	28	84.8
16	14	14	14	14	14	14	14	14	28	84.8
17	14	14	14	14	14	14	14	14	28	84.8
18	14	14	14	14	14	14	14	14	28	84.8
19	14	14	14	14	14	14	14	14	28	84.8
20	14	14	14	14	14	14	14	14	28	84.8
21	14	14	14	14	14	14	14	14	28	84.8
22	14	14	14	14	14	14	14	14	28	84.8
23	14	14	14	14	14	14	14	14	28	84.8
24	14	14	14	14	14	14	14	14	28	84.8
25	14	14	14	14	14	14	14	14	28	84.8
26	14	14	14	14	14	14	14	14	28	84.8
27	14	14	14	14	14	14	14	14	28	84.8
28	14	14	14	14	14	14	14	14	28	84.8
29	14	14	14	14	14	14	14	14	28	84.8
30	14	14	14	14	14	14	14	14	28	84.8
31	14	14	14	14	14	14	14	14	28	84.8
32	14	14	14	14	14	14	14	14	28	84.8
33	14	14	14	14	14	14	14	14	28	84.8
34	14	14	14	14	14	14	14	14	28	84.8
35	14	14	14	14	14	14	14	14	28	84.8
36	14	14	14	14	14	14	14	14	28	84.8
37	14	14	14	14	14	14	14	14	28	84.8
38	14	14	14	14	14	14	14	14	28	84.8
39	14	14	14	14	14	14	14	14	28	84.8
40	14	14	14	14	14	14	14	14	28	84.8
TOTAL	40	40	40	40	40	40	40	40	80	2414.4
TOTAL	128	128	128	128	128	128	128	128	256	7843.2

**VARIANCES**

VARIANCE REQUESTED TO REDUCE THE FRONT SETBACK FROM 40FT PLUS FIVE FEET PER STORY OVER TWO STORY TO 30FT TOTAL, REF. SECTION 17-300.020.8 OF THE UNIFIED LAND DEVELOPMENT CODE

**TAX PARCEL IDS**

JOHN W. WILLIAMS  
TAX ID: 15-021-00014

JAMES W. JONES  
TAX ID: 15-021-00046

JAMES W. JONES  
TAX ID: 15-021-00048

**APPLICANT**

Capstone Acquisitions LLC  
340 Jesse Jewell Pkwy, Ste 400  
Gainesville, GA 30501  
Phone: 770-519-5988

**ENGINEERING CONTACT**

Mr. Emanuel Doulgarakis, 770-753-9800



NO.	DATE	REVISION
1	7-19-22	ISSUED FOR CONSTRUCTION

**NOTICE:**

- PROPOSED USE OF THE PROPERTY IS MULTI-FAMILY APARTMENTS.
- BOUNDARY INFORMATION PROVIDED BY OTHERS AND IS BASED ON PLAT BY ROCHSTER AND ASSOCIATES DATED 2-20-16.
- WATER SERVICE AND SANITARY SERVICE TO BE PROVIDED BY THE GAINESVILLE PUBLIC UTILITIES DEPARTMENT.

**TRACT 1 - APARTMENTS**

37.11± AC  
# OF UNITS SHOWN: 342  
REAR PARKING (1.5 SP / UNIT): 513 SPACES  
STANDARD: 547 SPACES  
HANDICAP: 30 SPACES

**TRACT 2 - GREEN SPACE**

18.24± AC  
AREA: 2,82± AC

**SITE DATA**

CURRENT ZONING: R-14 (RESIDENTIAL SINGLE-FAMILY OVERLAY DISTRICT, N. OCOBEE WPD ZONE)

FRONT YARD: 30' (SEE VARIANCE)

SIDE YARD: 10' ± 5' PER STORY ABOVE 2ND FLOOR

REAR YARD: SHALL BE LESS THAN 40' FROM THE REAR PROPERTY LINE

ACCESSORY BLDGS UNDER 144 SF

MAX BLDG HEIGHT: 30' (SEE VARIANCE)

MAX BUILDING COVERAGE: 20% ± 5' PER STORY ABOVE 2ND FLOOR

MAX OPEN SPACE: 80%

MIN LAWSOARD OPEN SPACE: 10%

PROPOSED RESIDENTIAL DENSITY: 7.5 UNITS / AC

DENSITY SHOWN: 7.5 UNITS / AC

PERCENTAGE OF TOTAL LAND: 19.1%

PERCENTAGE OF TOTAL AREA: 19.1%

PERCENTAGE OF TOTAL AREA NOT SPECIFIED IN ORD: 19.1%

WATER COMPART TO STATE OR COUNTY FINE CODE REGULATION NOT SPECIFIED IN ORD.

**Capstone at Inland Crossing**  
LOCATED IN 411 G.M.D., GAINESVILLE, HALL COUNTY, GEORGIA  
OWNER AND/OR DEVELOPER:  
**Capstone Acquisitions, LLC.**  
340 JESSE JEWELL PARKWAY, STE 400, GAINESVILLE, GEORGIA 30501, PHONE: 770-519-5988

**Concept Site Plan**  
**DOULGERAKIS CONSULTING ENGINEERS, INC.**  
planning • civil engineering • sanitary engineering  
111 Abby Court, Alpharetta, Georgia 30004, phone: 770-753-9800

CITY OF  
**GAINESVILLE**

---

**WATER RESOURCES**

July 19, 2022

Capstone Acquisitions, LLC  
Attn: Carla J. Walker, Esq.  
340 Jesse Jewell Pkwy, Suite 105  
Gainesville, GA 30501

Re: Water & Sanitary Sewer Availability  
Proposed 342-Unit Multi-Family Development  
2866 Lanier Tech Drive  
PIN: 15021 000085

Dear Ms. Walker,

The purpose of this letter is to confirm the availability of water and sanitary sewer service to the above-referenced property.

The City of Gainesville owns and operates an existing 12-inch DIP water main in the right-of-way of Lanier Tech Drive, which terminates on the subject property. The City also owns and operates an existing 8-inch DIP gravity sanitary sewer located on the subject property.

The City of Gainesville has adequate capacity for your proposed 342-unit multi-family development, which we understand will generate an anticipated average sewage flow of 85,550 GPD and a peak flow of 213,750 GPD. It is our understanding the developer will be requesting to de-annex the property from the City of Gainesville, and, as a result, subsequently request the City to waive the annexation requirement for sanitary sewer service. If the request is approved by City Council, the City will honor this commitment of water and sanitary sewer service for your development.

This confirmation of water and sanitary sewer 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: Myron Bennett, P.E., Engineering and Construction Div. Manager

**PROPOSED RESOLUTION AND  
PROPOSED ORDINANCE FOR  
CITY OF GAINESVILLE**

RESOLUTION BR-2022-\_\_

**CAPSTONE AT INLAND CROSSING  
DEVELOPMENT ANNEXATION WAIVER**

**WHEREAS**, the City of Gainesville owns and operates a sanitary sewer collection system serving the City of Gainesville and surrounding areas; and

**WHEREAS**, the City of Gainesville requires property owners who desire to connect to the sanitary sewer collection system to annex into the corporate limits of the City of Gainesville prior to connection when contiguous to the City Limits; and

**WHEREAS**, in some instances, the City may desire to provide sanitary sewer service to property which is contiguous to the municipal boundaries of the City for protection of the public health and welfare of the community, despite the proposed use of said property not conforming to the City Unified Land Development Code and/or despite the proposed use of said property being inconsistent with the City Comprehensive Future Land Use Plan; and

**WHEREAS**, in these instances, the City of Gainesville will allow connection to the City's sanitary sewer collection system without requiring annexation into the City Limit's but will require execution of a sanitary sewer service agreement and power of attorney for future annexation of said property; and

**WHEREAS**, Capstone Acquisitions, LLC, on behalf of the two owners of that certain 58.28 +/- acre tract located at 2866 Lanier Tech Drive (the "Property"), proposes a multi-family development on said parcel and has formally requested, in writing, the annexation requirement for connection to the City's sanitary sewer system be waived; and

**WHEREAS**, Community and Economic Development Department staff have identified the nature of the proposed multi-family development to be non-conforming with the City's Comprehensive Future Land Use Plan.

**NOW, THEREFORE, BE IT RESOLVED THAT** the governing body for the City of Gainesville hereby approves this request to allow connection of the Property to the City's water and sanitary sewer system without annexation.

**BE IT FURTHER RESOLVED THAT** the Mayor, City Manager and/or City Attorney are authorized to sign any and all documents that may be necessary to effectuate the connection of the Property to the City's sanitary sewer system.

Adopted this \_\_\_\_ day of August, 2022.

\_\_\_\_\_  
Sam Couvillon, Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

**ATTEST:**

\_\_\_\_\_  
Denise O. Jordan, City Clerk

Passed: \_\_\_\_\_

**AN ORDINANCE**

**No. 2022-\_\_**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAINESVILLE TO ACCEPT THE APPLICATION OF THE CAPSTONE ACQUISITIONS, LLC ("CAPSTONE") TO DE-ANNEX CERTAIN PROPERTY CURRENTLY LOCATED WITHIN THE CITY LIMITS OF THE CITY OF GAINESVILLE ("PROPERTY") PURSUANT TO O.C.G.A. § 36-36-22; TO ACKNOWLEDGE RECEIPT OF THE RESOLUTION BY HALL COUNTY, GEORGIA CONSENTING TO THE DE-ANNEXATION OF THE PROPERTY; TO DE-ANNEXED SAID PROPERTY; TO CONFIRM THAT SAID PROPERTY CEASES TO CONSTITUTE A PART OF THE LANDS WITHIN THE CITY LIMITS OF THE CITY OF GAINESVILLE; TO APPROVE THE CONNECTION OF THE PROPERTY TO THE CITY'S WATER AND SANITARY SEWER SYSTEM WITHOUT ANNEXATION AND FOLLOWING THIS DE-ANNEXATION; TO INSTRUCT THAT AN IDENTIFICATION OF THE PROPERTY BE FILED BY THE CITY OF GAINESVILLE WITH THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO PROVIDE FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, Howard LT Holdings 1, LLC and Howard LT Holdings 2, LLC (the "Owners") are the sole landowners of a certain piece of property, consisting of 58.28 +/- acres, more or less, currently located within the city limits of the City of Gainesville, the address of said property being 2866 NE Lanier Tech Drive, Gainesville, Georgia ("Property"); and

**WHEREAS**, a complete legal description of the Property is more fully set forth hereinbelow; and

**WHEREAS**, on August 3, 2022, the City of Gainesville received a written and signed de-annexation application from Capstone as representative for the Owners (the "Application"), a which Application contained a complete description of the lands to be de-annexed and a request for service of water and sanitary sewer services to be provided to the Property by the City of Gainesville following the de-annexation, if approved; and

**WHEREAS**, O.C.G.A. § 36-36-22 grants the City of Gainesville authority to accept an application for de-annexation upon the written and signed application of all of the owners of all of the land proposed to be de-annexed; and

**WHEREAS**, O.C.G.A. § 36-36-22 grants the City of Gainesville authority to pass an ordinance to complete the de-annexation of land upon the adoption of a resolution by the governing authority of the county in which such property is located consenting to such de-annexation; in this case, the applicable county is Hall County, Georgia; and

**WHEREAS**, the City of Gainesville is in receipt of a resolution by Hall County dated August 11, 2022 consenting to the de-annexation of the Property requested in Capstone's Application;

**NOW, THEREFORE, BE IT RESOLVED AND IS HEREBY ORDAINED BY THE GOVERNING BODY FOR THE CITY OF GAINESVILLE AS FOLLOWS:**



ORDINANCE NO. 2022-\_\_

Section I

The Mayor and Council of the City of Gainesville hereby accept the application of Capstone Acquisitions, LLC to de-annex that certain above-defined Property currently located within the city limits of the City of Gainesville, Georgia pursuant to O.C.G.A. § 36-36-22 and hereby acknowledge receipt of a resolution by Hall County, Georgia consenting to the de-annexation of the Property.

Section II

That from and after the passage of this Ordinance the following described lands are and shall be de-annexed from the existing corporate limits of the City of Gainesville, Georgia, so that said lands shall cease to constitute a part of the land within the corporate limits of the City of Gainesville, Georgia, as fully and completely as if the limits had been so defined by the General Assembly of Georgia.

Legal Description

All that tract or parcel of land lying and being in G.M.D. 411 of Hall County, Georgia and being more particularly described as follows:

Beginning at a concrete monument at the right of way intersection of the easterly right of way and Howard Road and the southerly right of way of Georgia State Route No. 365, a.k.a. Cornelia Highway, said point being the POINT OF BEGINNING; THENCE along the southerly right of way of Howard Road heading N60°21'53"W for a distance of 83.01' to a point; THENCE along a curve to the right with an arc length of 73.52', having a radius of 2598.27', with a chord bearing of N43°58'26"W, with a chord length of 73.52' to a point; THENCE N44°42'44"W for a distance of 178.31'; THENCE N44°42'57"W for a distance of 1113.38' to a point; THENCE N44°42'56"W for a distance of 359.90' to a point; THENCE along a curve to the right with an arc length of 160.50', having a radius of 1165.00', with a chord bearing of N40°43'43"W, with a chord length of 160.37', said point being the TRUE POINT OF BEGINNING; THENCE N66°36'46"E for a distance of 141.46' to a point; THENCE N86°19'11"E for a distance of 36.86' to a point; THENCE S39°57'45"E for a distance of 38.56' to a point; THENCE S83°26'11"E for a distance of 32.02' to a point; THENCE S46°42'57"E for a distance of 86.22' to a point; THENCE S82°51'07"E for a distance of 141.80' to a point; THENCE S86°52'30"E for a distance of 113.60' to a point; THENCE S41°39'36"E for a distance of 44.46' to a point; THENCE N88°49'55"E for a distance of 77.20' to a point; THENCE S82°43'46"E for a distance of 54.70' to a point; THENCE S53°53'53"E for a distance of 50.16' to a point; THENCE N63°25'41"E for a distance of 32.21' to a point; THENCE S77°50'07"E for a distance of 45.68' to a point; THENCE N72°24'52"E for a distance of 83.85' to a point; THENCE N01°44'45"E for a distance of 52.46' to a point; THENCE N39°17'09"E for a distance of 16.67' to a point; THENCE N71°53'09"E for a distance of 37.22' to a point; THENCE N87°12'51"E for a distance of 58.80' to a point; THENCE N41°21'16"E for a distance of 69.26' to a point; THENCE N21°47'41"W for a distance of 54.92' to a point; THENCE N04°28'14"W for a distance of 43.94' to a point; THENCE N38°33'03"E for a distance of 20.17' to a point; THENCE N85°43'27"E for a distance of 49.38' to a point; THENCE S63°53'32"E for a distance of 37.42' to a point; THENCE N15°41'43"E for a distance of 62.26' to a point; THENCE N62°54'30"E for a distance of 80.36' to a point; THENCE N12°44'09"E for a distance of 52.88' to a point; THENCE N40°14'05"E for a distance of 62.97' to a point; THENCE N12°58'17"E for a distance of 106.42' to a point; THENCE N34°09'14"W for a distance of 52.94' to a point; THENCE N13°40'12"E for a distance of 23.61' to a point; THENCE N64°04'52"E for a distance of 44.44' to a point; THENCE N03°59'48"W for a distance of 45.85' to a point; THENCE S12°59'04"E for a distance of 877.50' to a point; THENCE S12°43'04"E for a distance of 428.02' to an iron pin set; THENCE S60°19'30"W for a distance of 2823.97' to a point; THENCE N22°22'29"E for a distance of 2276.53' to a point, said point being the TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements and restrictions of record. Said property contains 58.28 acres as shown on a Composite Plat for Howard Road Townhomes, prepared by Myers & Co, Inc., dated 12/18/18.

**ORDINANCE NO. 2022-\_\_**

**Section III**

The City of Gainesville hereby re-affirms its approval to allow connection of the Property to the City's water and sanitary sewer system without annexation (see Resolution BR-2022-\_\_) and hereby approves said connection of the Property to the City's water and sanitary sewer system following and after this de-annexation.

**Section IV**

The Community and Economic Development Department of the City of Gainesville is directed to make and file with the Department of Community Affairs of the State of Georgia a certified copy of this Ordinance together with a plat describing lands de-annexed from the City of Gainesville by this Ordinance.

**Section V**

All Ordinances and parts of Ordinances in conflict herewith are hereby repealed.

**Section VI**

If any portion of this Ordinance shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair the remaining portions unless it clearly appears that such other parts are wholly and necessarily dependent upon the part held to be invalid or unconstitutional.

**Section VII**

The effective date of this Ordinance shall be date of approval/adoption by the governing body of the City of Gainesville, Georgia.

**BE IT FURTHER RESOLVED THAT** the Mayor, City Manager and/or City Attorney are authorized to sign any and all documents that may be necessary to effectuate the de-annexation of the Property.

**Adopted this \_\_\_\_ day of August, 2022.**

\_\_\_\_\_  
**Sam Couvillon, Mayor**

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

**ATTEST:**

\_\_\_\_\_  
**Denise O. Jordan, City Clerk**

**PROPOSED RESOLUTION FOR  
HALL COUNTY**

STATE OF GEORGIA  
COUNTY OF HALL

RESOLUTION NO. 2022-\_\_

A RESOLUTION OF THE HALL COUNTY BOARD OF COMMISSIONERS GRANTING PERMISSION TO CAPSTONE ACQUISITIONS, LLC ("CAPSTONE") TO SUBMIT A ZONING APPLICATION TO THE HALL COUNTY PLANNING AND DEVELOPMENT DEPARTMENT BY AUGUST 15, 2022; CONSENTING TO AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAINESVILLE TO ACCEPT THE APPLICATION OF THE CAPSTONE TO DEANNEX CERTAIN PROPERTY CURRENTLY LOCATED WITHIN THE CITY LIMITS OF THE CITY OF GAINESVILLE ("PROPERTY") PURSUANT TO O.C.G.A. § 36-36-22; ACKNOWLEDGING RECEIPT OF THIS RESOLUTION BY HALL COUNTY, GEORGIA CONSENTING TO THE DE-ANNEXATION OF THE PROPERTY; DE-ANNEXING SAID PROPERTY; CONFIRMING THAT SAID PROPERTY CEASES TO CONSTITUTE A PART OF THE LANDS WITHIN THE CITY LIMITS OF THE CITY OF GAINESVILLE; APPROVING THE CONNECTION OF THE PROPERTY TO THE CITY'S WATER AND SANITARY SEWER SYSTEM WITHOUT ANNEXATION AND FOLLOWING ITS DE-ANNEXATION; INSTRUCTING THAT AN IDENTIFICATION OF THE PROPERTY BE FILED BY THE CITY OF GAINESVILLE WITH THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, Howard LT Holdings 1, LLC and Howard LT Holdings 2, LLC (the "Owners") are the sole landowners of a certain piece of property, consisting of 58.28 +/- acres, more or less, currently located within the city limits of the City of Gainesville, the address of said property being 2866 NE Lanier Tech Drive, Gainesville, Georgia ("Property"); and

**WHEREAS**, a complete legal description of the Property is more fully set forth hereinbelow; and

**WHEREAS**, on August 3, 2022, the Hall County Law Department received a copy of a written and signed de-annexation application from Capstone as representative for the Owners (the "Application") submitted to the City of Gainesville, a which Application contained a complete description of the lands to be de-annexed and a request for service of water and sanitary sewer services to be provided to the Property by the City of Gainesville following the de-annexation, if approved; and

**WHEREAS**, on August 3, 2022, Capstone also submitted a request via cover letter to the Hall County Attorney that it be given permission to file a Zoning Application with the Hall County Planning and Development Department by August 15, 2022; and

**WHEREAS**, O.C.G.A. § 36-36-22 grants the City of Gainesville authority to accept an application for de-annexation upon the written and signed application of all of the owners of all of the land proposed to be de-annexed; and

**WHEREAS**, O.C.G.A. § 36-36-22 grants the City of Gainesville authority to pass an ordinance to complete the de-annexation of land upon the adoption of a resolution by the governing authority of the county in which such property is located consenting to such de-annexation; in this case, the applicable county is Hall County, Georgia; and

WHEREAS, the Board of Commissioners of Hall County, Georgia is granted authority pursuant to O.C.G.A. § 36-36-22 to consent to the de-annexation of the Property; and

WHEREAS, the Board of Commissioners of Hall County, Georgia has determined that it is in the best interests of the county to consent to the de-annexation of the Property that is more fully described hereinbelow; and

WHEREAS, accordingly, the Board of Commissioners of Hall County, Georgia has deemed it appropriate for Capstone to be granted permission to file a Zoning Application with the Hall County Planning and Development Department by August 15, 2022;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA AND IT IS HEREBY RESOLVED:

### Section I

A more particular description of the Property is described as follows:

#### Legal Description

All that tract or parcel of land lying and being in G.M.D. 411 of Hall County, Georgia and being more particularly described as follows:

Beginning at a concrete monument at the right of way intersection of the easterly right of way and Howard Road and the southerly right of way of Georgia State Route No. 365, a.k.a. Cornelia Highway, said point being the POINT OF BEGINNING; THENCE along the southerly right of way of Howard Road heading N60°21'53"W for a distance of 83.01' to a point; THENCE along a curve to the right with an arc length of 73.52', having a radius of 2598.27', with a chord bearing of N43°58'26"W, with a chord length of 73.52' to a point; THENCE N44°42'44"W for a distance of 178.31'; THENCE N44°42'57"W for a distance of 1113.38' to a point; THENCE N44°42'56"W for a distance of 359.90' to a point; THENCE along a curve to the right with an arc length of 160.50', having a radius of 1165.00', with a chord bearing of N40°43'43"W, with a chord length of 160.37', said point being the TRUE POINT OF BEGINNING; THENCE N66°36'46"E for a distance of 141.46' to a point; THENCE N86°19'11"E for a distance of 36.86' to a point; THENCE S39°57'45"E for a distance of 38.56' to a point; THENCE S83°26'11"E for a distance of 32.02' to a point; THENCE S46°42'57"E for a distance of 86.22' to a point; THENCE S82°51'07"E for a distance of 141.80' to a point; THENCE S86°52'30"E for a distance of 113.60' to a point; THENCE S41°39'36"E for a distance of 44.46' to a point; THENCE N88°49'55"E for a distance of 77.20' to a point; THENCE S82°43'46"E for a distance of 54.70' to a point; THENCE S53°53'53"E for a distance of 50.16' to a point; THENCE N63°25'41"E for a distance of 32.21' to a point; THENCE S77°50'07"E for a distance of 45.68' to a point; THENCE N72°24'52"E for a distance of 83.85' to a point; THENCE N01°44'45"E for a distance of 52.46' to a point; THENCE N39°17'09"E for a distance of 16.67' to a point; THENCE N71°53'09"E for a distance of 37.22' to a point; THENCE N87°12'51"E for a distance of 58.80' to a point; THENCE N41°21'16"E for a distance of 69.26' to a point; THENCE N21°47'41"W for a distance of 54.92' to a point; THENCE N04°28'14"W for a distance of 43.94' to a point; THENCE N38°33'03"E for a distance of 20.17' to a point; THENCE N85°43'27"E for a distance of 49.38' to a point; THENCE S63°53'32"E for a distance of 37.42' to a point; THENCE N15°41'43"E for a distance of 62.26' to a point; THENCE N62°54'30"E for a distance of 80.36' to a point; THENCE N12°44'09"E for a distance of 52.88' to a point; THENCE N40°14'05"E for a distance of 62.97' to a point; THENCE N12°58'17"E for a distance of 106.42' to a point; THENCE N34°09'14"W for a distance of 52.94' to a point; THENCE N13°40'12"E for a distance of 23.61' to a point; THENCE N64°04'52"E for a distance of 44.44' to a point; THENCE N03°59'48"W for a distance of 45.85' to a point; THENCE S12°59'04"E for a distance of 877.50' to a point; THENCE S12°43'04"E for a distance of 428.02' to an iron pin set; THENCE S60°19'30"W for a distance of 2823.97' to a point; THENCE N22°22'29"E for a distance of 2276.53' to a point, said point being the TRUE POINT OF BEGINNING.

Together with and subject to covenants, easements and restrictions of record. Said property contains .58.28 acres as shown on a Composite Plat for Howard Road Townhomes, prepared by Myers & Co, Inc., dated 12/18/18.

**Section II**

The Board of Commissioners of Hall County, Georgia hereby consents to the request of Capstone Acquisitions, LLC to de-annex the Property currently located within the city limits of the City of Gainesville, Georgia pursuant to O.C.G.A. § 36-36-22, and, upon receipt of this Resolution by Hall County, Georgia consenting to the de-annexation of the Property, the City of Gainesville may adopt an ordinance providing for the following: that the Property is de-annexed, that the Property ceases to constitute a part of the lands within the city limits of the City of Gainesville, that connection of the Property to the City of Gainesville's water and sanitary sewer system is approved without annexation and following a de-annexation of the Property, and that an identification of the Property shall be filed by the City of Gainesville with the Georgia Department of Community Affairs.

**Section III**

The Board of Commissioners of Hall County, Georgia hereby grants permission to Capstone Acquisitions, LLC to submit a Zoning Application with the Hall County Planning and Development Department by August 15, 2022.

**Section IV**

This Resolution shall become effective upon its approval by the Board of Commissioners.

**BE IT FURTHER RESOLVED THAT** the Commissioners, County Administrator and/or County Attorney(s) are authorized to sign any and all documents that may be necessary to effectuate any of the action approved and/or consented to hereinabove.

**SO RESOLVED** this \_\_\_\_ day of August, 2022.

**HALL COUNTY BOARD OF COMMISSIONERS**

\_\_\_\_\_  
**Richard Higgins, Commission Chairman**

\_\_\_\_\_  
**Kathy Cooper, District 1 Commissioner**

\_\_\_\_\_  
**Billy Powell, District 2 Commissioner**

\_\_\_\_\_  
**Shelly Echols, District 3 Commissioner**

\_\_\_\_\_  
**Jeff Stowe, District 4 Commissioner**

**ATTEST:**

\_\_\_\_\_  
**Jennifer Rivera, Commission Clerk**

**COPY OF RELEVANT  
METTING CALENDARS**



**HALL COUNTY BOARD OF COMMISSIONERS**  
**2022 Commission Meeting Schedule**  
**Hall County Government Center 2<sup>nd</sup> Floor**  
**2875 Browns Bridge Road, Gainesville, GA 30504**

<u><b>WORK SESSIONS</b></u>	<u><b>VOTING MEETINGS</b></u>
Monday, January 10 at 3:00	Thursday, January 13 at 6:00
Monday, January 24 at 3:00	Thursday, January 27 at 6:00
Monday, February 7 at 3:00	Thursday, February 10 at 6:00
Monday, February 21 at 3:00	Thursday, February 24 at 6:00
Monday, March 7 at 3:00	Thursday, March 10 at 6:00
Monday, March 21 at 3:00	Thursday, March 24 at 6:00
Monday, April 11 at 3:00	Thursday, April 14 at 6:00
Monday, April 25 at 3:00	<b>Tuesday</b> , April 26 at 6:00 Thursday, April 28 at 6:00 – CANCELLED
Monday, May 9 at 3:00	<b>Wednesday</b> , May 11 at 6:00 Thursday, May 12 at 6:00 – CANCELLED
Monday, May 23 at 3:00	Thursday, May 26 at 6:00
Monday, June 6 at 3:00	Thursday, June 9 at 6:00
Monday, June 20 at 3:00	<b>Wednesday</b> , June 22 at 6:00 Thursday, June 23 at 6:00 – CANCELLED
Monday, July 11 at 3:00	Thursday, July 14 at 6:00
Monday, July 25 at 3:00	Thursday, July 28 at 6:00
Monday, August 8 at 3:00	Thursday, August 11 at 6:00
Monday, August 22 at 3:00	Thursday, August 25 at 6:00
<i>Special Called Work Session</i> Tuesday, September 6 at 3:00	Thursday, September 8 at 6:00
Monday, September 19 at 3:00	Thursday, September 22 at 6:00
Monday, October 10 at 3:00	Thursday, October 13 at 6:00
Monday, October 24 at 3:00	Thursday, October 27 at 6:00
Monday, November 7 at 3:00	Thursday, November 10 at 6:00
Monday, December 5 at 3:00	Thursday, December 8 at 6:00

Hall County Board of Commissioners Work Session Meetings are scheduled for Mondays prior to the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of each month. Voting Meetings are scheduled for the 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of each month.

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

Amendments to the schedule, listed above, will be noticed to the public as State law requires.

Please direct questions and/or concerns to Jennifer Rivera, Hall County Commission Clerk, 770-297-2684 [jrivera@hallcounty.org](mailto:jrivera@hallcounty.org).



CITY OF  
**GAINESVILLE**

CITY CLERK'S OFFICE

**PUBLIC NOTICE**

**2022 GOVERNING BODY MEETING CALENDAR**

IN ACCORDANCE WITH THE GEORGIA OPEN MEETINGS ACT AS AMENDED, VOLUME 50, CHAPTER 14, NOTICE IS HEREBY GIVEN; THE 2022 GOVERNING BODY MEETING CALENDAR HAS BEEN SET AS FOLLOWS:

	<b>Work Session</b> Thursday, 9:00 AM Administrative Building Board Room 300 Henry Ward Way	<b>Council Meeting</b> Tuesday, 5:30 PM Public Safety Complex Municipal Court Room 701 Queen City Parkway
1		01/04/22
2	01/13/22	01/18/22
3	01/27/22	02/01/22
4	02/10/22	02/15/22
5	02/24/22	03/01/22
6	03/10/22	03/15/22
7	04/14/22	04/19/22
8	04/28/22	05/03/22
9	05/12/22	05/17/22
10	06/02/22	06/07/22
11	06/16/22	06/21/22
12	07/14/22	07/19/22
13	07/28/22	08/02/22
14	08/11/22	08/16/22
15	09/01/22	09/06/22
16	09/15/22	09/20/22
17	09/29/22	10/04/22
18	10/13/22	10/18/22
19	10/27/22	11/01/22
20	11/10/22	11/15/22
21	12/01/22	12/06/22
22	12/15/22	12/20/22
23	01/12/23	01/17/23

NOTICE OF ANY SPECIAL MEETINGS OR ANY DEVIATIONS TO THE SCHEDULE SHALL BE POSTED BY PUBLIC NOTICE IN THE ADMINISTRATION BUILDING, AT THE MEETING LOCATION, AND ON THE CITY'S WEBSITE [City Council | Gainesville, GA](http://City Council | Gainesville, GA).

Adopted: December 7, 2021

Posted: December 10, 2021 dj

cc: Mayor and Council; City Manager's Office; City Attorney; Department Directors; Media; Meeting Location; Official Website

PO BOX 2496 GAINESVILLE, GA 30503

P | 770-535-6865

[GAINESVILLE.ORG](http://GAINESVILLE.ORG)



**HALL COUNTY PLANNING COMMISSION  
MEETING SCHEDULE – 2022**

<b>Planning Commission Meeting – 5:15 PM</b>	<b>Deadline for Applications – 4:00PM</b>	<b>Legal Ad Published</b>	<b>County Commission Meeting – 6:00PM</b>
<i>January 4 (Tuesday)</i>	November 15, 2021	December 15, 2020	February 10
<i>January 18 (Tuesday)</i>	November 29, 2021	December 29, 2020	February 24
February 7	December 20, 2021	January 19	March 10
February 21	January 3	February 2	March 24
March 7	January 17	February 16	April 14
March 21	January 31	March 2	<i>April 26 (Tuesday)</i>
April 4	February 14	March 16	<i>May 11 (Wednesday)</i>
April 18	February 28	March 30	May 26
May 2	March 14	April 13	June 9
May 16	March 28	April 27	<i>June 22 (Wednesday)</i>
June 6	April 18	May 18	July 14
June 20	May 2	June 1	July 28
<i>July 5 (Tuesday)</i>	May 17	June 15	August 11
July 18	May 31	June 29	August 25
August 1	June 13	July 13	September 8
August 15	June 27	July 27	September 22
<i>September 6 (Tuesday)</i>	July 19	August 17	October 13
September 19	August 1	August 31	October 27
October 3	August 15	September 14	November 10
October 17	August 29	September 28	December 8
November 7	September 19	October 19	December 8
November 21	October 3	November 2	January 12
December 5	October 17	November 16	January 12
December 19	October 31	November 30	January 26
<i>January 3, 2023 (Tuesday)</i>	November 15	December 14	February 9, 2023
<i>January 17, 2023 (Tuesday)</i>	November 29	December 28	February 23, 2023

Planning Commission - 1st and 3rd Monday      County Commission - 2nd and 4th Thursday  
Meetings are held at the Hall County Government Center, subject to change with prior notice.

Dates listed in *italic font* have been moved due to holiday/scheduling conflict

The planning staff will set the dates for each application. The Planning Department has 15 days after the deadline date to review all applications submitted for sufficiency. If the application is found insufficient, an agenda date will not be set until the required information is submitted.



## AGENDA ITEM

### County Attorney

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**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 432/2022

**SUBJECT:** Approval and authorization for the Chairman to execute a Performance/Maintenance Agreement and a Guaranty Performance/Maintenance Bond with Riverbrook Investment, LLC concerning private streets known as Wahoo Falls Trace and Somerset Way, as well as any and all documents necessary to effectuate the transaction, subject to review and approval by County Attorney.

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#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** VS

**Recommendation:**  
Approval

#### Purpose of Request:

Approval and authorization for the Chairman to execute a Performance/Maintenance Agreement and a Guaranty Performance/Maintenance Bond with Riverbrook Investment, LLC concerning private streets known as Wahoo Falls Trace and Somerset Way, as well as any and all documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

#### History:

In December 2021, the Board of Commissioners voted to approve a Planned Residential Development for the subject property. Normally such a development requires access by a public road, but the concept plan submitted by the applicant showed access via a private easement. The Performance/Maintenance Agreement and Bond are intended to address issues that may arise as a result of access to the development via a private easement.

#### Facts and Issues:

#### Options:

The developer has agreed to post a bond in the amount of \$500,000 for five years. However, the developer will ultimately be responsible for one-third of the repair costs to Wahoo Falls Trace and Somerset Way. In addition, the applicant is assigning its interest in the property to Riverbrook Investment, LLC. Accordingly, the Performance/Maintenance Agreement and Bond will be in the name of Riverbrook Investment, LLC.

The developer has requested that these documents be approved prior to an August 15th closing deadline.

**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?** 2022-08-15

**Approvals:**

<b>Submit</b>	<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>
BC	TS	WG	VS
<b>Administration</b>		<b>Clerk</b>	
LJ		JR	

**Attachments:**

- Maintenance Bond - Riverbrook
- Maintenance Agreement - Riverbrook

STATE OF GEORGIA,  
COUNTY OF HALL

Bond No. \_\_\_\_\_

**PERFORMANCE/MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, Riverbrook Investment, LLC, as Principal (“Principal”), and Arch Insurance Company, as Surety (“Surety”), are held and firmly bound unto Hall County, Georgia, as Obligee (“Obligee”), in the sum of Five Hundred Thousand Dollars (\$500,000.00) for payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, Principal is the owner of the subdivision known as Somerset at Riverbrook, which subdivision is shown on a Master Site Plan prepared by PEC+, Planners & Engineers Collaborative+, Matthew E. Kaczinski, Georgia Registered Engineer Number 37096; and

WHEREAS, Principal wishes to induce the Board of Commissioners of Hall County, Georgia, to approve a Land Disturbance Permit for Somerset at Riverbrook and has entered into that certain Performance/Maintenance Agreement between Principal and Obligee dated August \_\_\_, 2022 (the “Contract”) with Obligee in consideration of the same, which is incorporated herein by reference:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that should Principal fully perform its Contract with Obligee for the five-year period set forth therein, then this obligation will become null and void in accordance with the terms set forth below; otherwise, this obligation shall remain in full force and effect.

**Terms of Guaranty**

1. Obligee may call this bond by providing Principal and Surety with a written demand for payment hereunder.

2. The obligation set forth in this bond shall expire on October 31, 2027, or upon written notice from the Obligee releasing Principal and Surety from the obligation set forth herein, whichever shall first occur. Upon expiration or release, Principal and Surety shall have no further obligation to Obligee under this bond.

3. When the expiration date falls on a Saturday, Sunday, or legal holiday, the expiration date shall be extended to the next succeeding business day.

4. Jurisdiction for any civil litigation necessary for collection of the amount set forth herein shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

PRINCIPAL:

SURETY:

RIVERBROOK INVESTMENT, LLC

ARCH INSURANCE COMPANY

By:

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

Its:

\_\_\_\_\_

OBLIGEE:

Approved:  
Hall County

By: \_\_\_\_\_

Richard Higgins, Chairman

Attest:

\_\_\_\_\_  
Jennifer Rivera, County Clerk (SEAL)

**STATE OF GEORGIA  
COUNTY OF HALL**

**PERFORMANCE/MAINTENANCE AGREEMENT**

THIS AGREEMENT (the “Agreement”) made and entered into this \_\_\_\_\_ day of August, 2022, between Riverbrook Investment, LLC (hereinafter referred to as “Owner”) and the Hall County Board of Commissioners (hereinafter referred to as “Hall County”) (hereinafter collectively referred to as the “Parties”).

WHEREAS, Owner is the owner of the Subdivision known as Somerset at Riverbrook, which subdivision is shown on a land disturbance plan prepared by PEC+; and

WHEREAS, Somerset at Riverbrook is accessed by two private easements known as “Wahoo Falls Trace” and “Somerset Way” (the “Private Streets”); and

WHEREAS, Hall County regulations require that subdivisions be accessed by public roads; and

WHEREAS, in order to induce Hall County to approve a land disturbance plan permit, Owner has agreed to post a \$500,000 Performance/Maintenance Bond and to enter into this Agreement whereby Owner agrees to maintain the Private Streets; and

WHEREAS, Owner agrees to maintain the Private Streets for a period of five years after they are completed; and

WHEREAS, Owner has agreed to be responsible for one-third of the actual cost of maintaining the Private Streets during the term of this Agreement;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Private Streets (Wahoo Falls Trace and Somerset Way) as shown on the Master Site Plan prepared by PEC+ and last revised on July 19, 2022, shall be completed on or before July 1, 2023.

2. Owner will procure a Performance/Maintenance Bond for the entirety of the Private Streets as shown on the Master Site Plan prepared by PEC+ and last revised on July 19, 2022, in the amount of \$500,000.00 in favor of Hall County, said Performance/Maintenance Bond being in operation and effect for a period of five years from November 1, 2022, the anticipated date of completion of the Private Streets. The Performance/Maintenance Bond will be issued by a surety with at least an A rating, and the surety must have an office located within the State of Georgia.

3. In addition to procuring the Performance/Maintenance Bond described in Paragraph 2 of this Agreement, Owner agrees to maintain the Private Streets free from any and all deficiencies, defects, or damages as follows:

a. Continually maintain the roadways to ensure a safe and efficient thoroughfare, free from any and all deficiencies, defects, or damages, beyond normal wear and tear, to the asphalt, base, curb and gutters, stormwater pipes, culverts, guardrails, pavement markings, or traffic signage regardless of cause and as determined solely by the Hall County Engineer.

b. Pavement deficiencies, defects, or damages include, but are not limited to the following:

- Rutting – surface depressions that run parallel to traffic and typically are located in the wheel path
- Various types of cracking (fatigue cracking, block cracking, alligator cracking, reflection cracking) other than normal asphalt shrinkage and normal wear and tear
- Washboards – series of ruts in the road running transverse to the road
- Potholes – bowl shaped holes with a minimum 3” width and a minimum 1” depth
- Washout – any removal of pavement, base, and subgrade where road is effectively impassable



- Defacement – graffiti, inappropriate markings, etc.
- Insufficient slopes to provide proper positive drainage to storm inlets
- c. Stormwater pipe/culvert deficiencies, defects, or damages include, but are not

limited to the following:

- Cracked/broken catch basin top slabs
- Missing/stolen catch basin ring/cover lids
- Joint failure and/or cracking of stormwater structure
- Joint failure at pipe and stormwater structure
- Any pipe joint failure
- Any obstructions at structure inlet, structure throat, or inside storm pipe that substantially interferes with stormwater flow
- Any debris/material in storm system that substantially interferes with stormwater flow
- Egging or distortion of the proper circular pipe shape anywhere along the pipe
- Any corrosion and/or “rusting out” of storm pipes/culverts that result in voids and/or seepage of water.
- Excessive abrasion wear in storm pipe flow line
- Headwall shifting and/or settling

- d. Concrete and curb and gutter deficiencies, defects, or damages other than natural

cosmetic cracks include, but are not limited to the following:

- Various types of cracking (transverse cracks, longitudinal cracks, “D” cracks, map cracking)
- Joint deterioration/Spalling

- Scaling – deterioration of the upper concrete surface typically ½” deep
  - Faulting – changing in elevation across a join or crack
  - Settlement – sections with tilted or uneven level due to settling
  - Corner breaks – a corner portion of the gutter that breaks/separates along cracks that intersect the adjacent transverse and longitudinal joints at approx. 45-degree angle
  - “Bird bathing” or surface water ponding along curb or gutter line that prevents proper drainage to storm inlets
- e. Driveway shoulder deficiencies, defects, or damages include, but are not limited to

the following:

- Excessive shoulder erosion and roadbed erosion (rills)
- Improper vegetation mowing/maintenance
- Fixed objects improvements within the clear zone
- Any guardrail that does not meet the details shown on the approved land disturbance plans for the private streets with regard to installation or disposition

f. Pavement marking and signage deficiencies, defects, or damages include, but are not limited to the following:

- Any deviation from the approved land disturbance plan for the private streets with regard to sign location/orientation
- Any deviation from the approved land disturbance plan for private streets with regard to striping and pavement markings and with regard to location/layout/spacing etc.

- Improper/inadequate reflectivity for pavement marking and signage per the approved land disturbance plan for the private streets
- Any missing/stolen/damaged street signs

4. Owner hereby agrees to maintain and repair the entire length of the Private Streets free of deficiencies, defects, or damages including, but not limited to, those listed in the previous paragraph for the period from the date of execution of this Agreement through and including October 31, 2027. During the term of this Agreement, Owner shall maintain the Private Streets in good operating condition so as to ensure the provision of safe access by those served by such streets as well as emergency vehicles.

5. In the event that Hall County determines, in the reasonable discretion of the Hall County Engineer, that the Private Streets are in need of repair, Hall County shall provide written notice to Owner of the need for such repair and the estimated cost of such repair. If the estimated cost of such repair is less than \$50,000.00, Owner shall make such repair within 60 days of the date that Hall County provides such written notice to Owner. If the estimated cost of such repair is \$50,000.00 or more, Owner shall make such repair within 90 days of the date that Hall County provides such written notice to Owner. The Parties agree that emergency repairs will be made on an expedited basis as the circumstances require. If, after written notice the Owner fails or refuses to make such repairs within the time set forth in this Agreement, Owner hereby agrees that Hall County may enter onto the Private Streets and make the repairs. Upon doing so, Hall County shall send written notice to the Owner of the cost to make the repairs, and Owner shall pay Hall County one-third of the actual cost incurred in making such repairs within 60 days of Hall County's written notice of said cost to repair. Any appeal of the decision of the Hall County Engineer regarding repairs to the Private Streets shall be made in accordance with the Official Code of Hall County.

In no event, however, shall a pending appeal of the decision of the Hall County Engineer prevent Hall County from calling the Performance/Maintenance Bond described in Paragraph 2.

6. Owner has entered into a separate agreement with Fuqua Development and Riverbrook Village Development Partners regarding responsibility for maintenance of the Private Streets. Hall County acknowledges that Owner is only responsible for one-third of the cost of maintenance of the Private Streets pursuant to the separate agreement. The provisions of the separate agreement shall not relieve Owner from its responsibility for one-third of any and all costs of repair of the Private Streets pursuant to this Agreement.

7. Under no circumstance shall Hall County be responsible for any repair of the Private Streets during the term of this Agreement or after the term of this Agreement. Owner acknowledges that Hall County has not accepted the Private Streets into its County Road System, and these streets are private streets that have not been built to Hall County Road standards. If Hall County makes repairs as contemplated in this Agreement, Hall County shall not be deemed to have accepted the Private Streets into the County Road System or to have undertaken maintenance of such Private Streets.

8. Owner further agrees that all roads within the Riverbrook Subdivision will be constructed to certain Hall County Road Standards as set forth on the approved land disturbance plan for Somerset at Riverbrook.

9. In the event that Hall County provides written notice of a breach of this Agreement, Hall County shall be entitled to enforce this Agreement using any and all remedies provided by law or equity, including specific performance and injunctive relief.

10. This Agreement shall not be modified, or assigned, except an assignment to an entity created by McKinley Homes, without the written consent of all Parties to this Agreement.

11. Should any provision of this Agreement be deemed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall not be affected, and each term and condition shall be valid and enforceable to the extent permitted by law.

12. This Agreement shall be binding upon the Parties hereto and their successors and assigns.

13. Owner agrees to indemnify, hold harmless, and defend Hall County, its elected officials, officers, agents, and employees from any and all claims and causes of action arising from this Agreement or related to the improvements set forth in this Agreement, except that in the event defective work done by or on behalf of Hall County causes injury, damage, or results in a claim, Owner's indemnification obligation shall be inapplicable.

14. This Agreement expires on October 31, 2027. When the indicated expiration date falls on a Saturday, Sunday, or a legal holiday, the expiration date shall be extended to the next succeeding business day.

15. Jurisdiction for any civil litigation necessary for collection of claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, each of the Parties hereto have caused this instrument to be executed by their respective and proper officers and the seal of each of the Parties hereby affixed, the day and year above written.

(Signatures on the following page.)

RIVERBROOK INVESTMENT, LLC

HALL COUNTY, GEORGIA

By:

By: \_\_\_\_\_

\_\_\_\_\_

Richard Higgins, Chairman

Its:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Jennifer Rivera, County Clerk (SEAL)



## AGENDA ITEM

### County Attorney

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**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 435/2022

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain with regard to the Sardis Road Connector Project, Parcel 19, Hall County tax parcel number 10072 003087, 2735 Fran Mar Drive, presently owned by Larry Harris, a/k/a Ronald Larry Harris, for public road purposes, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by County Attorney.

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### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

### Executive Summary:

**Presenter:** VS

**Recommendation:**

Approval

### Purpose of Request:

Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain with regard to the Sardis Road Connector Project, Parcel 19, Hall County Tax Parcel Number 10072 003087, 2735 Fran Mar Drive, presently owned by Larry Harris, a/k/a Ronald Larry Harris, for public road purposes, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by County Attorney.

### History:

The County's land acquisition agent has engaged in negotiations with the property owner to arrive at just and adequate compensation for the portion of the property to be acquired. Negotiations have been unsuccessful to date. Condemnation is necessary in order to comply with the timeline for construction of the project.

### Facts and Issues:

### Options:

The Sardis Road Connector Project will begin at the Sardis Road and Chestatee Road intersection and will extend northward approximately 3.55 miles to Georgia State Route 60 ending near the intersection of State Route 60 and Mount Vernon Road. The project will consist of the widening, realignment, and reconstruction of existing roadways and the construction of new roadways.

The Resolution authorizes acquisition of the property by negotiated settlement or, in the event that negotiations fail, condemnation.

**Funding Requested** \$ 1,000.00  
**Are funds within current budget?** Yes  
**Source of Funds** SPLOST VII  
**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:**

<b>Submit</b>	<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>
BC	TS	WG	VS
<b>Administration</b>		<b>Clerk</b>	
ZP		JR	

**Attachments:**

- Financial Supplement
- Resolution Parcel 19
- Declaration of Taking Parcel 19





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

**AGENDA ITEM 435/2022**

**Funds Requested:** \$ 1,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VII

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2023	027 - SPLOST VII	915 - SP-VII SARDIS RD CONN RO	5001 - LAND	\$1,000.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** VS

**Phone:** 678-943-4270

**RESOLUTION  
(Parcel No. 19)**

**A RESOLUTION TO AUTHORIZE STEWART, MELVIN & FROST, LLP, AS SPECIAL COUNSEL TO HALL COUNTY, TO PROCEED WITH THE ACQUISITION BY DEED OR BY CONDEMNATION OF THAT CERTAIN PROPERTY OWNED BY LARRY HARRIS, a/k/a RONALD LARRY HARRIS FOR PUBLIC ROAD PURPOSES; TO AUTHORIZE THE CHAIRMAN OF THE BOARD OF COMMISSIONERS TO EXECUTE ANY DOCUMENTS NECESSARY AND PROPER FOR THE ACQUISITION OF SAID PROPERTY, SUBJECT TO THE REVIEW OF THE COUNTY ATTORNEY; AND FOR SUCH OTHER PURPOSES.**

**WHEREAS**, Article IX, Section II, Paragraph V of the Georgia Constitution of 1983 authorizes counties to exercise the right of eminent domain; and

**WHEREAS**, O.C.G.A. § 32-3-1 *et seq.* provides for acquisition of property for public road purposes; and

**WHEREAS**, on January 2, 2020, the location and design of the Sardis Road Connector Project (Federal Aid Project STP00-0003-00(626)) were approved by the Georgia Department of Transportation; and

**WHEREAS**, said Sardis Road Connector Project (the “Project”) is located in Land Districts 9 and 10 and G.M.D. 570 of Hall County, Georgia, and consists of the widening, realignment, and reconstruction of existing roadways and the construction of new roadways to provide a connector roadway between Georgia State Route 53 to the South and Georgia State Route 60 to the North; and

**WHEREAS**, the Project will begin at the Sardis Road and Chestatee Road intersection and will extend northward approximately 3.55 miles to Georgia State Route 60 ending near the intersection of State Route 60 and Mount Vernon Road; and

**WHEREAS**, the proposed roadway will consist of a four-lane curb and gutter divided roadway, having 2 lanes in each direction that will be separated by a 20-foot wide, 6 inch high curb and gutter median and sidewalks will be provided on both sides of the road having a design speed limit of 45 mph; and

**WHEREAS**, the Hall County Board of Commissioners (the “Board of Commissioners”) has determined that the Project is a public road purpose permitted by law; and

**WHEREAS**, the Board of Commissioners has further determined that in order to construct the Project it must acquire, by deed or by condemnation proceedings, certain rights of way and easements along certain properties along the proposed Sardis Road Connector; and

**WHEREAS**, a portion of the property necessary to be acquired is owned by LARRY HARRIS, a/k/a RONALD LARRY HARRIS (hereinafter referred to as “Owner”); and

**WHEREAS**, a description of the entirety of the property owned by Owner is attached hereto as **Attachment 1**, and by reference made a part hereof (said property being hereinafter sometimes referred to as “Parcel 19”); and

**WHEREAS**, the property described on **Attachment 1**, and by reference made a part hereof; is designated as tax map number 10072 003087 by the taxing authorities of Hall County; and

**WHEREAS**, Board of Commissioners has further determined that the portions of Parcel 19 necessary to be acquired in connection with the construction of the Project are as follows:

- (1) A temporary construction easement for the purpose of constructing a driveway, consisting of 0.016 acre, more or less. A metes and bounds description of said temporary construction easement is attached hereto as **Attachment 2**, and by reference made a part hereof; and

**WHEREAS**, plans for the Project were prepared by WSP USA, Inc. for the Georgia Department of Transportation, are entitled “Right of Way of Proposed Sardis Road Connector from East of Chestatee Road to West of S.R. 60 along S.R. 283, STP00-0003-00(626),” and have an approval date of January 2, 2020 and a last revised date of May 19, 2022 (the “Project Plans”), which Project Plans are on file in the Board of Commissioner’s Office; and

**WHEREAS**, attached hereto as **Attachment 3**, and by reference made a part hereof, is a copy of the section of the Project Plans showing the easement proposed to be acquired by deed or by condemnation proceedings through, over, and across said Parcel 19 (the “Parcel 19 Property Rights”).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, in regular session, that authority is hereby delegated to the Chairman of the Board of Commissioners, through his duly constituted nominees, and the law firm of Stewart, Melvin & Frost, LLP, to proceed with the acquisition of the Parcel 19 Property Rights in such manner as in the discretion of said Chairman of the Board may be necessary or proper for the construction of the Project, including by purchase, contract, or condemnation, and said Chairman of the Board is hereby authorized and directed to initiate such proceedings, perform such acts, and execute such papers as they may deem reasonably proper and necessary to carry out the intent of this Resolution.

**RESOLVED FURTHER** that the Board hereby authorizes and directs that the Owner shall be paid just compensation for the above described acquisition in the amount of \$1,000.00, which amount is the fair market value of the Parcel 19 Property Rights as determined by independent appraisal.

**RESOLVED FURTHER** that the Board hereby ratifies and approves the acquisition of any interests in property necessary and proper for the construction of the Project which may have been acquired prior to the effective date of this resolution.

**RESOLVED FURTHER** that if any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid. It is hereby declared to be the intent of the Board of Commissioners to provide for separable and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

This Resolution is adopted in regular session of the Board of Commissioners, this 11th day of August, 2022, to become effective immediately upon its execution, the public health, safety, and general welfare demanding it.

**HALL COUNTY BOARD OF  
COMMISSIONERS**

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Richard Higgins, Chairman

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Commissioner, District 1  
Kathy Cooper

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Commissioner, District 2  
Billy Powell

---

Commissioner, District 3  
Shelly Echols

---

Commissioner, District 4  
Jeff Stowe

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ATTEST:  
Jennifer Rivera, County Clerk

(SEAL)

Approved as to form:

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County Attorney  
Van Stephens

**Attachment 1**  
**(Legal Description of the Entirety of Owner's Property)**

<b>STATE OF GEORGIA</b>	<b>PROJECT #: STP00-0003-00(626)</b>
<b>COUNTY OF HALL</b>	<b>P.I. #: 0003626, PARCEL 19</b>
	<b>TAX MAP #: 10072 003087</b>
<b>OWNER:</b>	
<b>LARRY HARRIS, a/k/a RONALD LARRY</b>	<b>2735 FRAN MAR DRIVE</b>
<b>HARRIS</b>	

All that lot, tract or parcel of land lying and being in Land Lot 72 of the 10th Land District, Hall County, Georgia, and being a portion of the Frank P. Hatcher Farm. Said property being known as Lot 87 of Section III of Fran-Mar Heights, as shown on plat made by Farley-Collins & Associates, registered surveyors, dated October 5, 1967. A copy of said plat is recorded in Plat Book 38, pages 216-217 of the Hall County, Georgia Plat Records.

**Attachment 2**  
**(Legal Description of Temporary Easement for the Construction of a Driveway)**

<b>STATE OF GEORGIA</b>	<b>PROJECT #: STP00-0003-00(626)</b>
<b>COUNTY OF HALL</b>	<b>P.I. #: 0003626, PARCEL 19</b>
	<b>TAX MAP #: 10072 003087</b>
<b>OWNER:</b>	
<b>LARRY HARRIS, a/k/a RONALD LARRY HARRIS</b>	<b>2735 FRAN MAR DRIVE</b>

GRANTED IS A TEMPORARY CONSTRUCTION EASEMENT IN THE PROPERTY DESCRIBED BELOW FOR THE CONSTRUCTION OF A DRIVEWAY based on right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020, and last revised May 19, 2022 (the "Project Plans"). Attachment 3 to the Resolution, to which this Attachment 2 is attached, is a copy of the section of the Project Plans depicting Parcel 19 (Sheet 3 of the Project Plans), and a copy of the call sheet for Parcel 19 (Sheet 21 of the Project Plans). Both Sheet 3 and Sheet 21 are dated October 18, 2019, and both were last revised May 19, 2022.

All that tract or parcel of land lying and being in Land Lot 72 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point lying 81.00 feet left of station 41+70.18 per the Project Plans;

thence proceeding thru the property now or formerly of Larry Harris the following courses and distances South 90°00'00" East, 20.63 feet to a point lying 60.37 feet left of station 41+70.18;

thence South 00°20'13" East, 34.00 feet to a point lying 60.17 feet left of station 41+36.18;

thence North 90°00'00" West, 20.83 feet to a point lying 81.00 feet left of station 41+36.18;

thence North 00°00'00" East, 34.00 feet to the POINT OF BEGINNING.

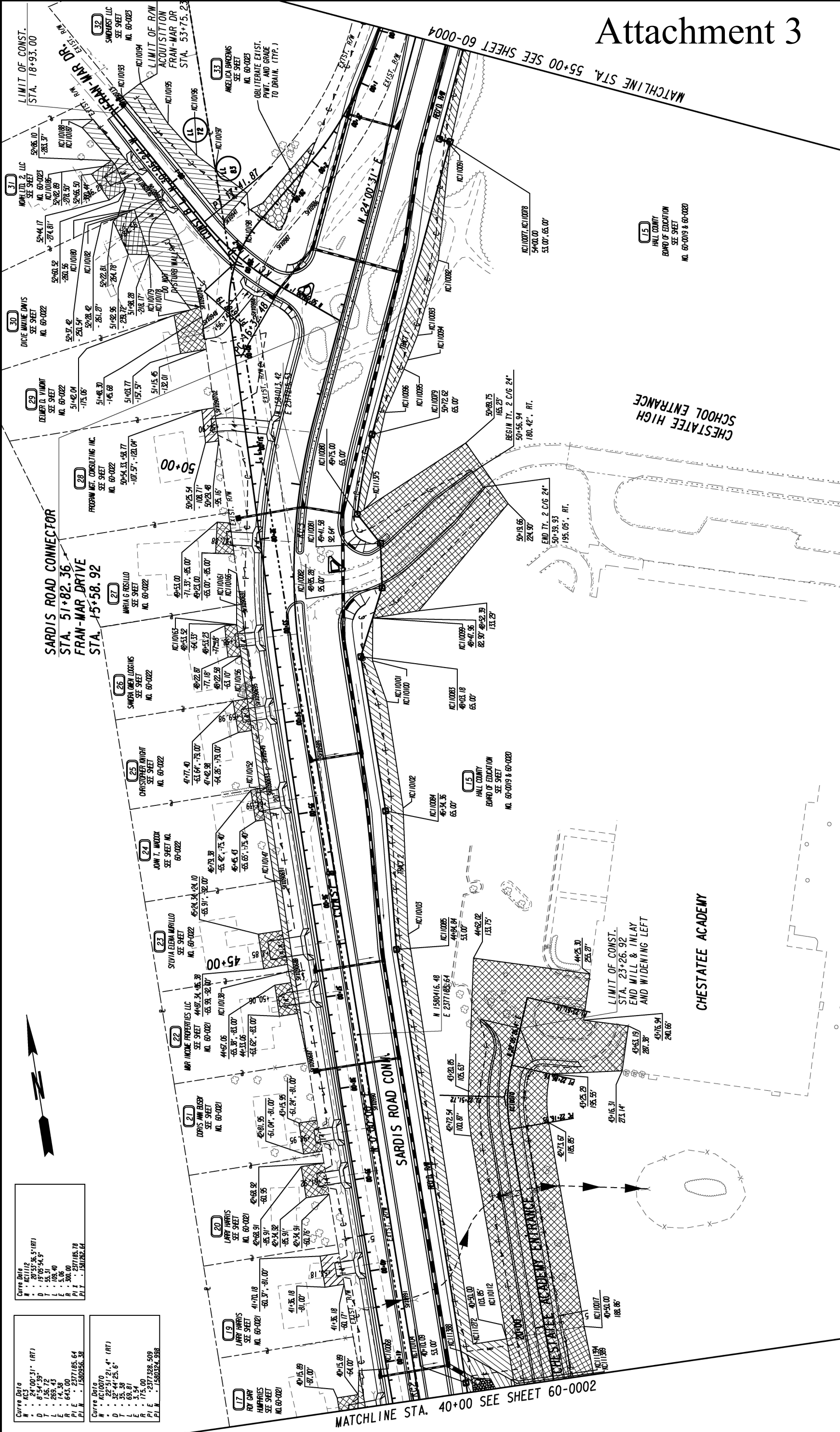
Said tract contains 704.77 square feet or 0.016 acre per the aforementioned Project Plans.

Said described land being a temporary easement for the right to construct a driveway to connect the newly constructed or widened road right of way to the property owner's remaining lands for driveway purposes. Said temporary easement is depicted in the Project Plans referenced above. Said temporary easement shall be for a duration beginning on the date construction of the Project begins and shall terminate on the date which is five (5) years after the date on which construction of the Project began.

Upon completion of the Project, the driveway will remain in place for use by the property owner.

**Attachment 3**  
**(Section of Project Plans Depicting Parcel 19 and Call Sheet for Parcel 19)**

# Attachment 3



STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION <b>RIGHT OF WAY MAP</b>	
PROJECT NO.: 0003626 COUNTY: HALL LAND LOT NO.: 72.83 LAND DISTRICT: 10 GMD: 570 DATE: 10/18/19 SH 03 OF 59	
DRAWING NO. 60-0003	
PROPERTY AND EXISTING R/W LINE REQUIRED R/W LINE CONSTRUCTION LIMITS EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES & UTILITY RELOCATION EASEMENT FOR CONSTR OF SLOPES EASEMENT FOR CONSTR OF DRIVES	BEGIN LIMIT OF ACCESS.....BLA END LIMIT OF ACCESS.....ELA LIMIT OF ACCESS R/W AND LIMIT OF ACCESS EXISTING R/W LINE
DATE: 8/04/2020 REVISIONS: ALL PARCELS TOPO IMP LEVELS ON	DATE: 05/19/2022 REVISIONS: PAR 19 & 20 CHANGED DWT ESMT TO TESMT
DATE: 03/26/2021 REVISIONS: PAR 23 REV DWT, PAR 29/30 DO NOT DIB WALL NOTE	DATE: 06/23/2021 REVISIONS: PAR 15 REVISED REOD, PESMT, DRESMT, ADDED PERM DRAIN ESMT
DATE: 10/05/2021 REVISIONS: PAR 30 REVISED DRESMT	DATE: 01/13/2022 REVISIONS: PAR 22 REVISED DWT ESMT
DATE: 05/19/2022 REVISIONS: PAR 24 WIDENED DWT	DATE: 05/19/2022 REVISIONS: PAR 24 WIDENED DWT
SCALE IN FEET 0 50 100 200	



.....  
 PARCEL 16 REQ'D R/W KC3025  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 SVX090671 149.89 L 36+98.38 SARDIS RD CONNECTOR  
 100.00 N 0°08'49.1" W  
 SVX090673 187.69 L 38+23.73 SARDIS RD CONNECTOR  
 S 89°59'51.2" E  
 SVX090676 42.65 L 38+69.06 SARDIS RD CONNECTOR  
 S 0°47'06.9" E  
 SVX0952 22.80 L 37+97.88 SARDIS RD CONNECTOR  
 ARC LENGTH = 29.602  
 CHORD BEAR = S 0°07'18.3" E  
 LNTH CHORD = 29.601  
 RADIUS = 1959.385  
 DEGREE = 2° 55' 27"  
 SVX090675 12.63 L 37+69.30 SARDIS RD CONNECTOR  
 N 89°59'51.2" W  
 SVX090671 149.89 L 36+98.38 SARDIS RD CONNECTOR  
 REOD R/W = 15018.30 SF  
 REOD R/W = 0.345 ACRES  
 REMAINDER = +/- 0.000 ACRES

.....  
 PARCEL 17 REQ'D R/W KC3028  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110055 49.00 L 38+67.54 SARDIS RD CONNECTOR  
 ARC LENGTH = 31.683  
 CHORD BEAR = N 11°03'18.7" E  
 LNTH CHORD = 31.679  
 RADIUS = 601.000  
 DEGREE = 9° 32' 0"  
 KC110061 49.00 L 39+01.81 SARDIS RD CONNECTOR  
 S 0°46'59.6" E  
 SVX090676 42.65 L 38+69.06 SARDIS RD CONNECTOR  
 N 89°59'51.2" W  
 KC110055 49.00 L 38+67.54 SARDIS RD CONNECTOR  
 REOD R/W = 96.63 SF  
 REOD R/W = 0.002 ACRES  
 REMAINDER = +/- 0.340 ACRES

.....  
 PARCEL 17 REQ'D PERM. EASMT. KC3029  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110056 83.20 L 38+58.79 SARDIS RD CONNECTOR  
 N 23°04'49.7" E  
 KC110062 75.36 L 39+02.09 SARDIS RD CONNECTOR  
 W 10°49'43.8" E  
 KC110063 70.16 L 39+75.61 SARDIS RD CONNECTOR  
 W 10°49'42.3" E  
 KC110068 59.12 L 40+41.33 SARDIS RD CONNECTOR  
 S 0°47'21.7" E  
 SVX090678 57.47 L 39+76.35 SARDIS RD CONNECTOR  
 S 0°47'06.9" E  
 KC110064 53.09 L 39+29.50 SARDIS RD CONNECTOR  
 S 0°47'15.7" E  
 KC110061 49.00 L 39+01.81 SARDIS RD CONNECTOR  
 ARC LENGTH = 31.683  
 CHORD BEAR = S 11°03'18.7" W  
 LNTH CHORD = 31.679  
 RADIUS = 601.000  
 DEGREE = 9° 32' 0"  
 KC110055 49.00 L 38+67.54 SARDIS RD CONNECTOR  
 W 89°59'51.2" W  
 KC110056 83.20 L 38+58.79 SARDIS RD CONNECTOR  
 REOD EASMT = 2742.99 SF  
 REOD EASMT = 0.063 ACRES

.....  
 PARCEL 17 REQ'D DRWY. EASMT. KC3030  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110056 83.20 L 38+58.79 SARDIS ROAD CONNECTOR  
 KC110057 120.63 L 38+47.87 SARDIS ROAD CONNECTOR  
 KC110065 127.73 L 38+87.27 SARDIS ROAD CONNECTOR  
 KC110066 103.00 L 39+45.67 SARDIS ROAD CONNECTOR  
 KC110067 73.31 L 39+44.00 SARDIS ROAD CONNECTOR  
 KC110062 75.36 L 39+02.09 SARDIS ROAD CONNECTOR  
 KC110056 83.20 L 38+58.79 SARDIS ROAD CONNECTOR

.....  
 PARCEL 17 REQ'D DRWY. EASMT. KC3032  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110059 87.00 L 39+77.52 SARDIS RD CONNECTOR  
 KC110070 87.00 L 40+15.89 SARDIS RD CONNECTOR  
 KC110071 64.00 L 40+15.89 SARDIS RD CONNECTOR  
 KC110072 69.80 L 39+78.49 SARDIS RD CONNECTOR  
 KC110059 87.00 L 39+77.52 SARDIS RD CONNECTOR

.....  
 PARCEL 19 REQ'D TEMP. EASMT. KC3038  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110126 81.00 L 41+70.18 SARDIS RD CONNECTOR  
 KC110127 60.37 L 41+70.18 SARDIS RD CONNECTOR  
 KC110128 60.17 L 41+36.18 SARDIS RD CONNECTOR  
 KC110129 81.00 L 41+36.18 SARDIS RD CONNECTOR  
 KC110126 81.00 L 41+70.18 SARDIS RD CONNECTOR  
 REOD EASMT AREA = 704.77 SF

.....  
 PARCEL 20 REQ'D DRWY. EASMT. KC3039  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110130 85.91 L 42+68.91 SARDIS RD CONNECTOR  
 KC110131 60.95 L 42+68.92 SARDIS RD CONNECTOR  
 KC110132 60.76 L 42+34.91 SARDIS RD CONNECTOR  
 KC110133 85.91 L 42+34.92 SARDIS RD CONNECTOR  
 KC110130 85.91 L 42+68.91 SARDIS RD CONNECTOR

.....  
 PARCEL 21 REQ'D DRWY. EASMT. KC3040  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110134 81.00 L 43+15.95 SARDIS RD CONNECTOR  
 KC110135 61.24 L 43+15.95 SARDIS RD CONNECTOR  
 KC110136 61.04 L 42+81.95 SARDIS RD CONNECTOR  
 KC110137 81.00 L 42+81.95 SARDIS RD CONNECTOR  
 KC110134 81.00 L 43+15.95 SARDIS RD CONNECTOR

.....  
 PARCEL 22 REQ'D PERM. EASMT. KC3041  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110138 66.01 L 44+79.34 SARDIS RD CONNECTOR  
 SVX090689 59.97 L 44+79.34 SARDIS RD CONNECTOR  
 S 0°28'36.3" W  
 SVX090687 60.81 L 43+78.74 SARDIS RD CONNECTOR  
 N 2°57'34.5" W  
 KC110138 66.01 L 44+79.34 SARDIS RD CONNECTOR  
 REOD EASMT = 303.72 SF  
 REOD EASMT = 0.007 ACRES

.....  
 PARCEL 22 REQ'D DRWY. EASMT. KC3042  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110141 63.62 L 44+33.06 SARDIS RD CONNECTOR  
 KC110142 83.00 L 44+33.06 SARDIS RD CONNECTOR  
 KC110143 83.00 L 44+67.06 SARDIS RD CONNECTOR  
 KC110144 65.38 L 44+67.06 SARDIS RD CONNECTOR  
 KC110141 63.62 L 44+33.06 SARDIS RD CONNECTOR

.....  
 PARCEL 17 REQ'D DRWY. EASMT. KC3030  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110056 83.20 L 38+58.79 SARDIS ROAD CONNECTOR  
 KC110057 120.63 L 38+47.87 SARDIS ROAD CONNECTOR  
 KC110065 127.73 L 38+87.27 SARDIS ROAD CONNECTOR  
 KC110066 103.00 L 39+45.67 SARDIS ROAD CONNECTOR  
 KC110067 73.31 L 39+44.00 SARDIS ROAD CONNECTOR  
 KC110062 75.36 L 39+02.09 SARDIS ROAD CONNECTOR  
 KC110056 83.20 L 38+58.79 SARDIS ROAD CONNECTOR

DATE	REVISIONS	DATE	REVISIONS
01/13/2022	PAR 22 REVISED DWT ESMT		
02/15/2022	PAR 17 REVISED DRESMT		
05/19/2022	PAR 19 CHANGED DWT ESMT TO TEST		

STATE OF GEORGIA  
 DEPARTMENT OF TRANSPORTATION  
 RIGHT OF WAY TABLES  
 PROJECT NO: 0003626  
 COUNTY: HALL  
 LAND LOT NO.:  
 LAND DISTRICT:  
 GMD: 570  
 DATE 10/18/19 SH 21 OF 59

GEORGIA, HALL COUNTY.

I, JENNIFER RIVERA, do hereby certify that I am the Clerk of the Board of Commissioners of Hall County, Georgia.

I further certify that the foregoing pages constitute a true, correct, and exact copy of a Resolution passed by the Board of Commissioners on August 11, 2022, and that the original of said Resolution is on file in the Hall County Commission Office, Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia 30504.

Given under my hand and seal of Hall County, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

JENNIFER RIVERA  
Clerk of the Board of Commissioners of  
Hall County, Georgia.

(SEAL OF HALL COUNTY)

**IN THE SUPERIOR COURT FOR THE COUNTY OF HALL  
STATE OF GEORGIA**

**HALL COUNTY, GEORGIA,** )  
)  
**Petitioner-Condempnor,** )

**VS.** )

**CIVIL ACTION**  
**FILE NO. \_\_\_\_\_**

**That certain easement over, across, and )  
through certain property owned by LARRY )  
HARRIS, a/k/a RONALD LARRY HARRIS )  
(the “Property”), said Property being located )  
in Land Lot 72 of the 10th Land District, Hall )  
County, Georgia, being designated as tax map )  
number 10072 003087 by the taxing )  
authorities of Hall County, said Property )  
being known as 2735 Fran Mar Drive, and )  
being the property shown as PARCEL 19 on )  
plans prepared by WSP USA, Inc. for the )  
Georgia Department of Transportation, )  
entitled “Right of Way of Proposed Sardis )  
Road Connector from East of Chestatee Road )  
to West of S.R. 60 along S.R. 283, STP00-0003- )  
00(626),” said plans having an approval date )  
of January 2, 2020, and a last revised date of )  
May 19, 2022 (the “Project Plans”); said )  
easement consists of the following:** )

**(PARCEL NO. 19)**

**That certain Temporary Construction )  
Easement for the purpose of constructing a )  
driveway, consisting of 0.016 acre, more or )  
less, as shown on the Project Plans;** )

**DECLARATION OF TAKING**

**LARRY HARRIS, a/k/a RONALD LARRY )  
HARRIS;** )

**Honorable Patty Walters Laine, Judge of the )  
Probate Court of Hall County;** )

**Honorable Darla Eden, Tax Commissioner of )  
Hall County, Georgia; and** )

To any and all persons having or claiming any )  
right or interest in and to said Property, )  
 )  
 Respondents-Condemnees. )

**DECLARATION OF TAKING**

**WHEREAS**, the Board of Commissioners of Hall County, Georgia (the “Board of Commissioners”), adopted a Resolution on August 11, 2022 (the “Authorizing Resolution”), authorizing and directing the Chairman of the Board of Commissioners and the law firm of Stewart, Melvin & Frost, LLP to proceed with the condemnation of a portion of certain property located in Hall County, Georgia, for the purpose of acquiring, for public road purposes, a temporary easement for the purpose of constructing a driveway in connection with the construction of a connecting road to be known as the Sardis Connector from East of Chestatee Road to West of S.R. 60 along S.R. 283 in Hall County, Georgia (the “Project”); and

**WHEREAS**, the original location of the Project was approved by the Georgia Department of Transportation on January 2, 2020; and

**WHEREAS**, the plans for the Project (the “Project Plans”) were prepared by WSP USA, Inc. for the Georgia Department of Transportation, are entitled “Right of Way of Proposed Sardis Road Connector from East of Chestatee Road to West of S.R. 60 along S.R. 283, STP00-0003-00(626),” have a completion date of October 18, 2019, and were last revised on May 19, 2022; and

**WHEREAS**, a certified copy of said Authorizing Resolution of the Board of Commissioners and its incorporated attachments is attached hereto as **Schedule 1**, and by reference made a part hereof; and

**WHEREAS**, said easement is being acquired for public road purposes upon, across, and over property owned by LARRY HARRIS, a/k/a RONALD LARRY HARRIS, which property is described on **Schedule 1: Resolution, Attachment 1**, attached hereto and by reference made a part hereof (the “Property”), which Property is located at 2735 Fran Mar Drive, Gainesville, Hall County, Georgia, said **Attachment 1** being a description of the entirety of the Property owned by said Condemnee; and

**WHEREAS**, the Board of Commissioners has found that it is necessary to acquire the title, estates, or interests in said property as provided in the Authorizing Resolution and that said taking is authorized by the provisions of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19; and

**WHEREAS**, the property or interests necessary to be acquired by condemnation in connection with the construction of the Project (the “Acquired Interests”), are owned by LARRY HARRIS, a/k/a RONALD LARRY HARRIS, who resides at 5905 Gilstrap Drive, Murrayville, Hall County, Georgia 30564; and

**WHEREAS**, the Acquired Interests are described as follows:

- (A) A temporary construction easement for the purpose of constructing a driveway, consisting of 0.016 acre, more or less (see **Schedule 1: Resolution, Attachment 2: Legal Description of Temporary Easement for Construction of a Driveway**, attached hereto and by reference made a part hereof, for a metes and bounds description of said temporary construction easement); and

**WHEREAS**, in order to estimate the sum of money to be deposited with the Court as just and adequate compensation for the Acquired Interests proposed to be condemned, Hall County has caused an investigation and report to be made by a competent land appraiser, a copy of the sworn statement of said appraiser being attached hereto as **Schedule 2: Appraiser's Statement**, and by reference made a part hereof; and

**WHEREAS**, in reliance upon said Appraiser's Statement, Petitioner estimates that the just compensation to be paid for the Acquired Interests (as described in **Schedule 1: Resolution, Attachment 2**, attached hereto) is **\$1,000.00** and contemporaneously with the filing of this Declaration of Taking, Petitioner deposits said sum in the Court for the use of the persons entitled hereto.

**NOW, THEREFORE**, the premises considered, Hall County, Georgia, under authority of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, hereby declares that the Acquired Interests (as described in **Schedule 1: Resolution, Attachment 2**, attached hereto and made a part of this Declaration), are being taken for county road purposes.

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BOARD OF COMMISSIONERS OF  
HALL COUNTY, GEORGIA**

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
ATTEST:  
Jennifer Rivera, County Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
County Attorney  
Van Stephens

***Schedule 1 to Declaration of Taking  
(Certified copy of Authoring Resolution adopted by the County)***

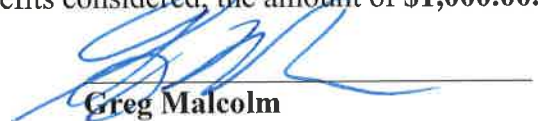
**SCHEDULE 2: DECLARATION OF TAKING  
(Parcel No. 19)**

GEORGIA, HALL COUNTY

Personally comes, Greg Malcolm, whose business address is 1243 Kylemore Lane, Snellville, GA. 30078 who, after being duly sworn, states:

1. Affiant was employed by the Hall County, Georgia to appraise the property owned by Larry Harris, a/k/a Ronald Larry Harris, located at 2735 Fran Mar Drive, Gainesville, Georgia 30506 (Parcel No. 19), consisting of a temporary construction easement for the purpose of constructing a driveway of 0.016 acre, required for the construction of the Sardis Road Connector Project (Federal Aid Project STP00-0003-00(626)), and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said country and in the vicinity where said parcel is located. Affiant has personally inspected the property or right(s) condemned and in appraising said parcel affiant took into consideration the Fair Market Value of said parcel, as well as any consequential damages to remaining property of the Condemnee(s) by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has estimated that the just and adequate compensation for said parcel and any consequential damages or benefits considered, the amount of **\$1,000.00**.

  
**Greg Malcolm**  
GA CERT. R.E. Appraiser No. 857

Sworn to and subscribed before me,  
this 1<sup>st</sup> day of July, 2022.

  
NOTARY PUBLIC

(NOTARY SEAL)

My commission expires \_\_\_\_\_





## AGENDA ITEM

### County Attorney

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**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 436/2022

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain with regard to the Sardis Road Connector Project, Parcel 28, Hall County tax parcel number 10072 003078, 2767 Fran Mar Drive, presently owned by Program MGT Consulting 3, LLC, for public road purposes, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by County Attorney.

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### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

### Executive Summary:

**Presenter:**

VS

**Recommendation:**

Approval

### Purpose of Request:

Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain with regard to the Sardis Road Connector Project, Parcel 28, Hall County Tax Parcel Number 10072 003078, 2767 Fran Mar Drive, presently owned by Program MGT Consulting 3, LLC, for public road purposes, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by County Attorney.

### History:

The County's land acquisition agent has engaged in negotiations with the property owner to arrive at just and adequate compensation for the portion of the property to be acquired. Negotiations have been unsuccessful to date. Condemnation is necessary in order to comply with the timeline for construction of the project.

### Facts and Issues:

### Options:



The Sardis Road Connector Project will begin at the Sardis Road and Chestatee Road intersection and will extend northward approximately 3.55 miles to Georgia State Route 60 ending near the intersection of State Route 60 and Mount Vernon Road. The project will consist of the widening, realignment, and reconstruction of existing roadways and the construction of new roadways.

The Resolution authorizes acquisition of the property by negotiated settlement or, in the event that negotiations fail, condemnation.

**Funding Requested** \$ 2,400.00  
**Are funds within current budget?** Yes  
**Source of Funds** SPLOST VII  
**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:**

<b>Submit</b>	<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>
BC	TS	WG	VS
<b>Administration</b>		<b>Clerk</b>	
ZP		JR	

**Attachments:**

- Financial Supplement
- Resolution Parcel 28
- Declaration of Taking Parcel 28



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

**AGENDA ITEM 436/2022**

**Funds Requested:** \$ 2,400.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VII

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2023	027 - SPLOST VII	915 - SP-VII SARDIS RD CONN RO	5001 - LAND	\$2,400.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** VS

**Phone:** 678-943-4270

**RESOLUTION**  
**(Parcel No. 28)**

**A RESOLUTION TO AUTHORIZE STEWART, MELVIN & FROST, LLP, AS SPECIAL COUNSEL TO HALL COUNTY, TO PROCEED WITH THE ACQUISITION BY DEED OR BY CONDEMNATION OF THAT CERTAIN PROPERTY OWNED BY PROGRAM MGT CONSULTING 3, LLC FOR PUBLIC ROAD PURPOSES; TO AUTHORIZE THE CHAIRMAN OF THE BOARD OF COMMISSIONERS TO EXECUTE ANY DOCUMENTS NECESSARY AND PROPER FOR THE ACQUISITION OF SAID PROPERTY, SUBJECT TO THE REVIEW OF THE COUNTY ATTORNEY; AND FOR SUCH OTHER PURPOSES.**

**WHEREAS**, Article IX, Section II, Paragraph V of the Georgia Constitution of 1983 authorizes counties to exercise the right of eminent domain; and

**WHEREAS**, O.C.G.A. § 32-3-1 *et seq.* provides for acquisition of property for public road purposes; and

**WHEREAS**, on January 2, 2020, the location and design of the Sardis Road Connector Project (Federal Aid Project STP00-0003-00(626)) were approved by the Georgia Department of Transportation; and

**WHEREAS**, said Sardis Road Connector Project (the “Project”) is located in Land Districts 9 and 10 and G.M.D. 570 of Hall County, Georgia, and consists of the widening, realignment, and reconstruction of existing roadways and the construction of new roadways to provide a connector roadway between Georgia State Route 53 to the South and Georgia State Route 60 to the North; and

**WHEREAS**, the Project will begin at the Sardis Road and Chestatee Road intersection and will extend northward approximately 3.55 miles to Georgia State Route 60 ending near the intersection of State Route 60 and Mount Vernon Road; and

**WHEREAS**, the proposed roadway will consist of a four-lane curb and gutter divided roadway, having 2 lanes in each direction that will be separated by a 20-foot wide, 6 inch high curb and gutter median and sidewalks will be provided on both sides of the road having a design speed limit of 45 mph; and

**WHEREAS**, the Hall County Board of Commissioners (the “Board of Commissioners”) has determined that the Project is a public road purpose permitted by law; and

**WHEREAS**, the Board of Commissioners has further determined that in order to construct the Project it must acquire, by deed or by condemnation proceedings, certain rights of way and easements along certain properties along the proposed Sardis Road Connector; and

**WHEREAS**, a portion of the property necessary to be acquired is owned by PROGRAM MGT CONSULTING 3, LLC (hereinafter referred to as “Owner”); and

**WHEREAS**, a description of the entirety of the property owned by Owner is attached hereto as **Attachment 1**, and by reference made a part hereof (said property being hereinafter sometimes referred to as “Parcel 28”); and

**WHEREAS**, the property described on **Attachment 1**, and by reference made a part hereof; is designated as tax map number 10072 003078 by the taxing authorities of Hall County; and

**WHEREAS**, Board of Commissioners has further determined that the portions of Parcel 28 necessary to be acquired in connection with the construction of the Project are as follows:

- (1) A temporary construction easement for the purpose of constructing a driveway, consisting of 0.011 acre, more or less. A metes and bounds description of said temporary construction easement is attached hereto as **Attachment 2**, and by reference made a part hereof; and

**WHEREAS**, plans for the Project were prepared by WSP USA, Inc. for the Georgia Department of Transportation, are entitled “Right of Way of Proposed Sardis Road Connector from East of Chestatee Road to West of S.R. 60 along S.R. 283, STP00-0003-00(626),” and have an approval date of January 2, 2020 and a last revised date of May 19, 2022 (the “Project Plans”), which Project Plans are on file in the Board of Commissioner’s Office; and

**WHEREAS**, attached hereto as **Attachment 3**, and by reference made a part hereof, is a copy of the section of the Project Plans showing the easement proposed to be acquired by deed or by condemnation proceedings through, over, and across said Parcel 28 (the “Parcel 28 Property Rights”).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, in regular session, that authority is hereby delegated to the Chairman of the Board of Commissioners, through his duly constituted nominees, and the law firm of Stewart, Melvin & Frost, LLP, to proceed with the acquisition of the Parcel 28 Property Rights in such manner as in the discretion of said Chairman of the Board may be necessary or proper for the construction of the Project, including by purchase, contract, or condemnation, and said Chairman of the Board is hereby authorized and directed to initiate such proceedings, perform such acts, and execute such papers as they may deem reasonably proper and necessary to carry out the intent of this Resolution.

**RESOLVED FURTHER** that the Board hereby authorizes and directs that the Owner shall be paid just compensation for the above described acquisition in the amount of \$2,400.00, which amount is the fair market value of the Parcel 28 Property Rights as determined by independent appraisal.

**RESOLVED FURTHER** that the Board hereby ratifies and approves the acquisition of any interests in property necessary and proper for the construction of the Project which may have been acquired prior to the effective date of this resolution.

**RESOLVED FURTHER** that if any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or

set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid. It is hereby declared to be the intent of the Board of Commissioners to provide for separable and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

This Resolution is adopted in regular session of the Board of Commissioners, this 11th day of August, 2022, to become effective immediately upon its execution, the public health, safety, and general welfare demanding it.

**HALL COUNTY BOARD OF  
COMMISSIONERS**

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Richard Higgins, Chairman

---

Commissioner, District 1  
Kathy Cooper

---

Commissioner, District 2  
Billy Powell

---

Commissioner, District 3  
Shelly Echols

---

Commissioner, District 4  
Jeff Stowe

---

ATTEST:  
Jennifer Rivera, County Clerk

(SEAL)

Approved as to form:

---

County Attorney  
Van Stephens

**Attachment 1**  
**(Legal Description of the Entirety of Owner's Property)**

<b>STATE OF GEORGIA</b>	<b>PROJECT #: STP00-0003-00(626)</b>
<b>COUNTY OF HALL</b>	<b>P.I. #: 0003626, PARCEL 28</b>
	<b>TAX MAP #: 10072 003078</b>
<b>OWNER:</b>	
<b>PROGRAM MGT CONSULTING 3, LLC</b>	<b>2767 FRAN MAR DRIVE</b>

All that tract or parcel of land lying and being in Land Lot 72 of the 10th Land District of Hall County, Georgia, and being all of Lot 78 and a portion of Lot 77, Section 3 of the Fran Mar Heights Subdivision, according to a plat prepared by Patton-Patton & Associates, Georgia Registered Land Surveyors, dated April 17, 1977, and recorded in Plat Book 66, page 48, Hall County, Georgia Plat Records. Reference to said plat and the record thereof is hereby made for a more complete description of said property.

**Attachment 2**  
**(Legal Description of Temporary Easement for the Construction of a Driveway)**

<b>STATE OF GEORGIA</b>	<b>PROJECT #: STP00-0003-00(626)</b>
<b>COUNTY OF HALL</b>	<b>P.I. #: 0003626, PARCEL 28</b>
	<b>TAX MAP #: 10072 003078</b>
<b>OWNER:</b>	
<b>PROGRAM MGT CONSULTING 3, LLC</b>	<b>2767 FRAN MAR DRIVE</b>

GRANTED IS A TEMPORARY CONSTRUCTION EASEMENT IN THE PROPERTY DESCRIBED BELOW FOR THE CONSTRUCTION OF A DRIVEWAY based on right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020, and last revised May 19, 2022 (the "Project Plans"). Attachment 3 to the Resolution, to which this Attachment 2 is attached, is a copy of the section of the Project Plans depicting Parcel 28 (Sheet 3 of the Project Plans), and a copy of the call sheet for Parcel 28 (Sheet 22 of the Project Plans). Both Sheet 3 and Sheet 22 are dated October 18, 2019 and both were last revised on May 19, 2022.

All that tract or parcel of land lying and being in Land Lot 72 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point 120.04 feet left of station 50+54.33 per the Project Plans;

Thence North 89°51'11" East, 13.51 feet to a point 107.57 feet left of station 50+58.77;

Thence South 1°21'24" West, 36.10 feet to a point 95.16 feet left of station 50+29.48;

Thence North 88°38'36" West, 14.30 feet to a point 108.71 feet left of station 50+25.54;

Thence North 2°37'19" East, 35.76 feet to the POINT OF BEGINNING.

Said tract contains 499.44 square feet or 0.011 acre per the aforementioned Project Plans.

Said described land being a temporary easement for the right to construct a driveway to connect the newly constructed or widened road right of way to the property owner's remaining lands for driveway purposes. Said temporary easement is depicted in the Project Plans referenced above. Said temporary easement shall be for a duration beginning on the date construction of the Project begins and shall terminate on the date which is five (5) years after the date on which construction of the Project began.

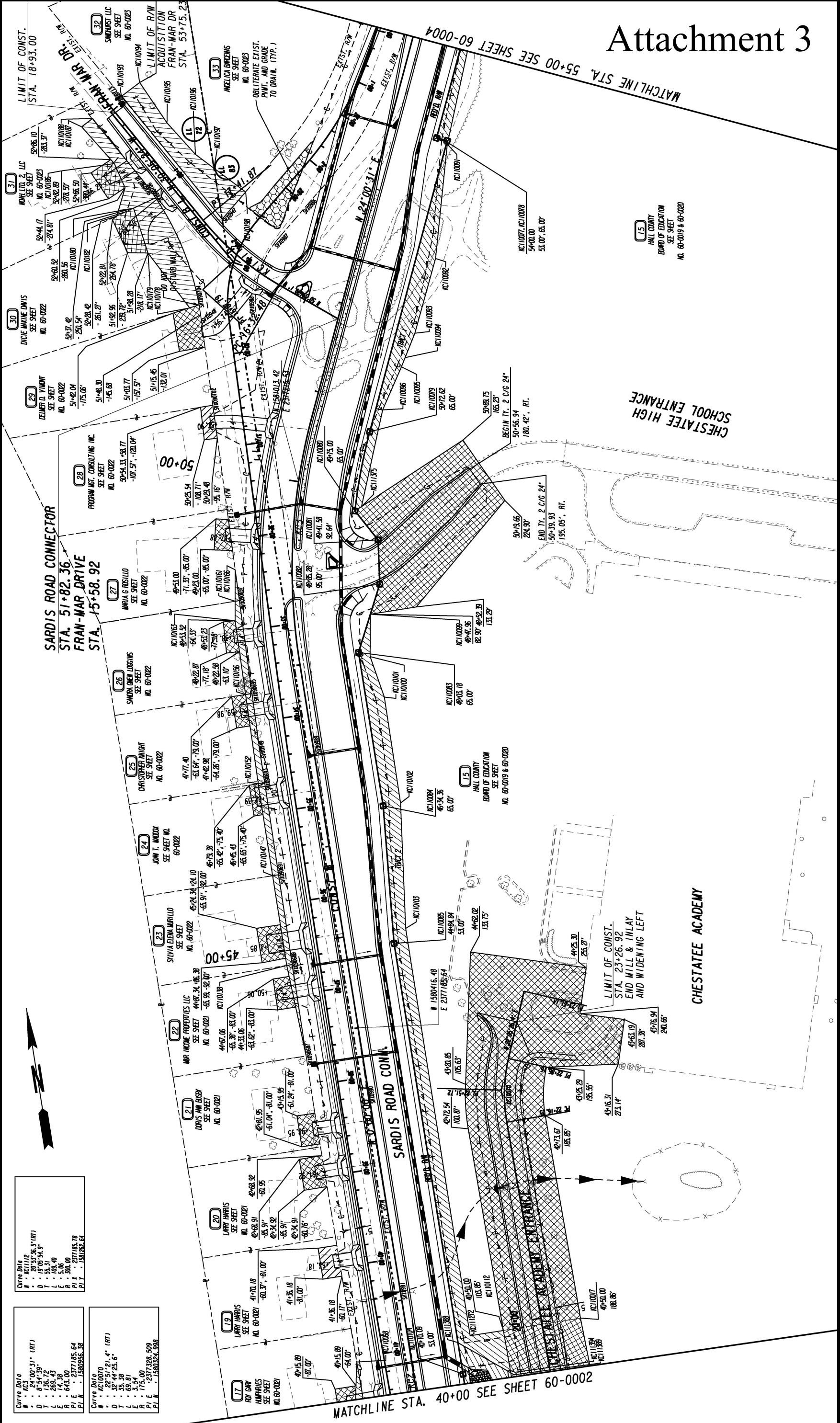
Upon completion of the Project, the driveway will remain in place for use by the property owner.

**Attachment 3**

**(Section of Project Plans Depicting Parcel 28 and Call Sheet for Parcel 28)**



# Attachment 3



**PROPERTY AND EXISTING R/W LINE**

**REQUIRED R/W LINE**

**CONSTRUCTION LIMITS**

**EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES & UTILITY RELOCATION**

**EASEMENT FOR CONSTR OF SLOPES**

**EASEMENT FOR CONSTR OF DRIVES**

BEGIN LIMIT OF ACCESS.....B/LA

END LIMIT OF ACCESS.....E/LA

LIMIT OF ACCESS

R/W AND LIMIT OF ACCESS

EXISTING R/W LINE

**wsp**

SCALE IN FEET

0 50 100 200

DATE	REVISIONS	DATE	REVISIONS
8/04/2020	ALL PARCELS TOPO IMP LEVELS ON	05/19/2022	PAR 19 & 20 CHANGED DWT ESMT TO TESMT
03/26/2021	PAR 23 REV DWT, PAR 29/30 DO NOT DIB WALL NOTE		
06/23/2021	PAR 15 REVISED REOD, PESMT, DRESMT, ADDED PERM DRAIN ESMT		
10/05/2021	PAR 30 REVISED DRESMT		
01/13/2022	PAR 22 REVISED DWT ESMT		
05/19/2022	PAR 24 WIDENED DWT		

STATE OF GEORGIA  
DEPARTMENT OF TRANSPORTATION

**RIGHT OF WAY MAP**

PROJECT NO.: 0003626  
COUNTY: HALL  
LAND LOT NO.: 72.83  
LAND DISTRICT: 10  
GMD: 570  
DATE 10/18/19 SH 03 OF 59

DRAWING NO.  
**60-0003**

.....  
 PARCEL 23 REQ'D PERM. EASMT. KC3043  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110147 65.80 L 45+78.11 SARDIS RD CONNECTOR  
 SVX090691 59.15 L 45+78.11 N 89°57'48.5" E  
 SVX090689 59.97 L 44+79.34 S 0°28'36.3" W SARDIS RD CONNECTOR  
 KC110138 66.01 L 44+79.34 S 89°59'00.6" W SARDIS RD CONNECTOR  
 KC110147 65.80 L 45+78.11 N 0°07'18.6" E SARDIS RD CONNECTOR  
 REOD EASMT = 626.61 SF  
 REOD EASMT = 0.014 ACRES

.....  
 PARCEL 23 REQ'D DRWY. EASMT. KC3044  
 PNT OFFSET STATION ALIGNMENT  
 KC110148 92.80 L 45+45.66 SARDIS RD CONNECTOR  
 KC110149 65.87 L 45+45.64 SARDIS RD CONNECTOR  
 KC110150 65.94 L 45+11.64 SARDIS RD CONNECTOR  
 KC110151 92.80 L 45+11.66 SARDIS RD CONNECTOR  
 KC110148 92.80 L 45+45.66 SARDIS RD CONNECTOR

.....  
 PARCEL 24 REQ'D PERM. EASMT. KC3045  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110152 65.42 L 46+79.38 SARDIS RD CONNECTOR  
 SVX090693 58.31 L 46+79.38 N 89°58'05.8" E  
 SVX090691 59.15 L 45+78.11 S 0°28'36.4" W SARDIS RD CONNECTOR  
 KC110147 65.80 L 45+78.11 S 89°57'48.5" W SARDIS RD CONNECTOR  
 KC110152 65.42 L 46+79.38 N 0°12'54.0" E SARDIS RD CONNECTOR  
 REOD EASMT = 696.87 SF  
 REOD EASMT = 0.016 ACRES

.....  
 PARCEL 24 REQ'D DRWY. EASMT. KC3046  
 PNT OFFSET STATION ALIGNMENT  
 KC110153 75.40 L 46+79.38 SARDIS RD CONNECTOR  
 KC110152 65.42 L 46+79.38 SARDIS RD CONNECTOR  
 KC110154 65.65 L 46+45.43 SARDIS RD CONNECTOR  
 KC110155 73.40 L 46+45.43 SARDIS RD CONNECTOR  
 KC110153 75.40 L 46+79.38 SARDIS RD CONNECTOR

.....  
 PARCEL 25 REQ'D PERM. EASMT. KC3047  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110156 63.64 L 47+77.40 SARDIS RD CONNECTOR  
 SVX090695 56.55 L 47+77.40 S 89°57'38.6" E  
 SVX090949 58.00 L 47+15.99 S 1°21'24.5" W SARDIS RD CONNECTOR  
 SVX090693 58.31 L 46+79.38 S 0°28'35.9" W SARDIS RD CONNECTOR  
 KC110152 65.42 L 46+79.38 S 89°58'05.8" W SARDIS RD CONNECTOR  
 KC110156 63.64 L 47+77.40 N 1°02'25.3" E SARDIS RD CONNECTOR  
 REOD EASMT = 678.86 SF  
 REOD EASMT = 0.016 ACRES

.....  
 PARCEL 25 REQ'D DRWY. EASMT. KC3048  
 PNT OFFSET STATION ALIGNMENT  
 KC110157 79.00 L 47+77.40 SARDIS RD CONNECTOR  
 KC110156 63.64 L 47+77.40 SARDIS RD CONNECTOR  
 KC110158 64.26 L 47+42.98 SARDIS RD CONNECTOR  
 KC110159 79.00 L 47+42.98 SARDIS RD CONNECTOR  
 KC110157 79.00 L 47+77.40 SARDIS RD CONNECTOR

.....  
 PARCEL 26 REQ'D PERM. EASMT. KC3049  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110156 63.64 L 47+77.40 SARDIS RD CONNECTOR  
 KC110163 64.33 L 48+53.52 N 1°02'34.4" E SARDIS RD CONNECTOR  
 KC110161 62.94 L 48+72.68 N 9°07'31.5" E SARDIS RD CONNECTOR  
 SVX090697 58.28 L 48+73.15 N 89°55'39.7" E SARDIS RD CONNECTOR  
 SVX090695 56.55 L 47+77.40 S 1°21'24.3" W SARDIS RD CONNECTOR  
 KC110156 63.64 L 47+77.40 N 89°57'38.6" W SARDIS RD CONNECTOR  
 REOD EASMT = 720.49 SF  
 REOD EASMT = 0.017 ACRES

.....  
 PARCEL 26 REQ'D DRWY. EASMT. KC3050  
 PNT OFFSET STATION ALIGNMENT  
 KC110162 77.18 L 48+53.23 SARDIS RD CONNECTOR  
 KC110163 64.33 L 48+53.52 SARDIS RD CONNECTOR  
 KC110164 63.10 L 48+22.58 SARDIS RD CONNECTOR  
 KC110165 77.18 L 48+22.87 SARDIS RD CONNECTOR  
 KC110162 77.18 L 48+53.23 SARDIS RD CONNECTOR

.....  
 PARCEL 27 REQ'D PERM. EASMT. KC3051  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110161 62.94 L 48+72.68 SARDIS RD CONNECTOR  
 KC110166 61.97 L 49+03.95 N 9°11'56.5" E SARDIS RD CONNECTOR  
 SVX090697 58.28 L 48+73.15 S 1°21'28.3" W SARDIS RD CONNECTOR  
 KC110161 62.94 L 48+72.68 S 89°55'39.7" W SARDIS RD CONNECTOR  
 REOD EASMT = 79.31 SF  
 REOD EASMT = 0.002 ACRES

.....  
 PARCEL 27 REQ'D DRWY. EASMT. KC3052  
 PNT OFFSET STATION ALIGNMENT  
 KC110167 85.00 L 49+53.00 SARDIS RD CONNECTOR  
 KC110168 71.33 L 49+53.00 SARDIS RD CONNECTOR  
 KC110169 65.00 L 49+23.00 SARDIS RD CONNECTOR  
 KC110170 85.00 L 49+23.00 SARDIS RD CONNECTOR  
 KC110167 85.00 L 49+53.00 SARDIS RD CONNECTOR


.....  
 PARCEL 28 REQ'D TEMP. EASMT. KC3053  
 PNT OFFSET STATION ALIGNMENT  
 KC110171 120.04 L 50+54.33 SARDIS RD CONNECTOR  
 SVX090702 107.57 L 50+58.77 SARDIS RD CONNECTOR  
 KC110172 95.16 L 50+29.48 SARDIS RD CONNECTOR  
 KC110173 108.71 L 50+25.54 SARDIS RD CONNECTOR  
 KC110171 120.04 L 50+54.33 SARDIS RD CONNECTOR  
 REOD EASMT AREA = 499.44 SF

.....  
 PARCEL 29 REQ'D DRWY. EASMT. KC3054  
 PNT OFFSET STATION ALIGNMENT  
 KC110174 175.06 L 51+42.04 SARDIS RD CONNECTOR  
 SVX090704 149.98 L 51+58.03 SARDIS RD CONNECTOR  
 KC110175 145.68 L 51+48.30 SARDIS RD CONNECTOR  
 ARC LENGTH = 5.250  
 CHORD BEAR = S 1°40'15.7" W  
 LNTH CHORD = 5.250  
 RADIUS = 300.000  
 DEGREE = 19° 5' 54"

.....  
 PARCEL 29 REQ'D DRWY. EASMT. KC3054  
 PNT OFFSET STATION ALIGNMENT  
 KC110174 175.06 L 51+42.04 SARDIS RD CONNECTOR  
 SVX090704 149.98 L 51+58.03 SARDIS RD CONNECTOR  
 KC110176 132.01 L 51+15.45 SARDIS RD CONNECTOR  
 KC110177 157.57 L 51+03.77 SARDIS RD CONNECTOR  
 KC110174 175.06 L 51+42.04 SARDIS RD CONNECTOR

.....  
 PARCEL 30 REQ'D PERM. EASMT. KC3055  
 PNT OFFSET/ STATION/ BEARING ALIGNMENT  
 KC110178 158.94 L 51+52.32 SARDIS RD CONNECTOR  
 KC110179 218.17 L 51+98.28 N 28°10'53.6" W SARDIS RD CONNECTOR  
 KC110180 245.88 L 52+41.34 N 8°45'23.7" W SARDIS RD CONNECTOR  
 SVX090706 225.52 L 52+58.42 N 74°00'15.3" E SARDIS RD CONNECTOR  
 ARC LENGTH = 126.570  
 CHORD BEAR = S 12°57'00.2" E  
 LNTH CHORD = 125.633  
 RADIUS = 300.000  
 DEGREE = 19° 5' 54"  
 SVX090704 149.98 L 51+58.03 SARDIS RD CONNECTOR  
 KC110178 158.94 L 51+52.32 S 81°28'32.1" W SARDIS RD CONNECTOR  
 REOD EASMT = 3510.85 SF  
 REOD EASMT = 0.081 ACRES

.....  
 PARCEL 30 REQ'D DRWY. EASMT. KC3056  
 PNT OFFSET STATION ALIGNMENT  
 KC110181 264.78 L 52+22.81 SARDIS RD CONNECTOR  
 KC111230 261.27 L 52+28.42 SARDIS RD CONNECTOR  
 KC110182 250.54 L 52+37.42 SARDIS RD CONNECTOR  
 KC110180 245.88 L 52+41.34 SARDIS RD CONNECTOR  
 KC110183 218.17 L 51+98.28 SARDIS RD CONNECTOR  
 KC110184 239.72 L 51+92.96 SARDIS RD CONNECTOR  
 KC110181 264.78 L 52+22.81 SARDIS RD CONNECTOR



DATE		REVISIONS
03/26/2021	PAR 23 REVISE DRESMT	
10/31/2021	PAR 30 REVISED DRESMT	
05/19/2022	PAR 28 CHANGED DRY EASMT TO TEST	

DATE	REVISIONS

STATE OF GEORGIA  
 DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY TABLES**

PROJECT NO: 0003626  
 COUNTY: HALL  
 LAND LOT NO.:  
 LAND DISTRICT:  
 GMD: 570  
 DATE 10/18/19 SH 22 OF 59

DRAWING NO.  
**60-0022**

GEORGIA, HALL COUNTY.

I, JENNIFER RIVERA, do hereby certify that I am the Clerk of the Board of Commissioners of Hall County, Georgia.

I further certify that the foregoing pages constitute a true, correct, and exact copy of a Resolution passed by the Board of Commissioners on August 11, 2022, and that the original of said Resolution is on file in the Hall County Commission Office, Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia 30504.

Given under my hand and seal of Hall County, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

JENNIFER RIVERA  
Clerk of the Board of Commissioners of  
Hall County, Georgia.

(SEAL OF HALL COUNTY)

**IN THE SUPERIOR COURT FOR THE COUNTY OF HALL  
STATE OF GEORGIA**

HALL COUNTY, GEORGIA, )

Petitioner-Condempnor, )

VS. )

**CIVIL ACTION  
FILE NO. \_\_\_\_\_**

That certain easement over, across, and )  
through certain property owned by )  
PROGRAM MGT CONSULTING 3, LLC )  
(the "Property"), said Property being located )  
in Land Lot 72 of the 10th Land District, Hall )  
County, Georgia, being designated as tax map )  
number 10072 003078 by the taxing )  
authorities of Hall County, said Property )  
being known as 2767 Fran Mar Drive, and )  
being the property shown as PARCEL 28 on )  
plans prepared by WSP USA, Inc. for the )  
Georgia Department of Transportation, )  
entitled "Right of Way of Proposed Sardis )  
Road Connector from East of Chestatee Road )  
to West of S.R. 60 along S.R. 283, STP00-0003- )  
00(626)," said plans having an approval date )  
of January 2, 2020, and a last revised date of )  
May 19, 2022 (the "Project Plans"); said )  
easement consists of the following: )

**(PARCEL NO. 28)**

That certain Temporary Construction )  
Easement for the purpose of constructing a )  
driveway, consisting of 0.011 acre, more or )  
less, as shown on the Project Plans; )

**DECLARATION OF TAKING**

PROGRAM MGT CONSULTING 3, LLC; )

Perry Buffington; )

Honorable Patty Walters Laine, Judge of the )  
Probate Court of Hall County; )

Honorable Darla Eden, Tax Commissioner of )  
Hall County, Georgia; and )

To any and all persons having or claiming any )  
right or interest in and to said Property, )

Respondents-Condempnees. )

## DECLARATION OF TAKING

**WHEREAS**, the Board of Commissioners of Hall County, Georgia (the “Board of Commissioners”), adopted a Resolution on August 11, 2022 (the “Authorizing Resolution”), authorizing and directing the Chairman of the Board of Commissioners and the law firm of Stewart, Melvin & Frost, LLP to proceed with the condemnation of a portion of certain property located in Hall County, Georgia, for the purpose of acquiring, for public road purposes, (i) a temporary easement for the purpose of constructing a driveway in connection with the construction of a connecting road to be known as the Sardis Connector from East of Chestatee Road to West of S.R. 60 along S.R. 283 in Hall County, Georgia (the “Project”); and

**WHEREAS**, the original location of the Project was approved by the Georgia Department of Transportation on January 2, 2020; and

**WHEREAS**, the plans for the Project (the “Project Plans”) were prepared by WSP USA, Inc. for the Georgia Department of Transportation, are entitled “Right of Way of Proposed Sardis Road Connector from East of Chestatee Road to West of S.R. 60 along S.R. 283, STP00-0003-00(626),” have a completion date of October 18, 2019, and were last revised on May 19, 2022; and

**WHEREAS**, a certified copy of said Authorizing Resolution of the Board of Commissioners and its incorporated attachments is attached hereto as **Schedule 1**, and by reference made a part hereof; and

**WHEREAS**, said easement are being acquired for public road purposes upon, across, and over property owned by PROGRAM MGT CONSULTING 3, LLC, which property is described on **Schedule 1: Resolution, Attachment 1**, attached hereto and by reference made a part hereof (the “Property”), which Property is located at 2767 Fran Mar Drive, Gainesville, Hall County, Georgia, said **Attachment 1** being a description of the entirety of the Property owned by said Condemnee; and

**WHEREAS**, the Board of Commissioners has found that it is necessary to acquire the title, estates, or interests in said property as provided in the Authorizing Resolution and that said taking is authorized by the provisions of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19; and

**WHEREAS**, the property or interests necessary to be acquired by condemnation in connection with the construction of the Project (the “Acquired Interests”), are owned by PROGRAM MGT CONSULTING 3, LLC, whose registered office is located at 2162 Elysian Circle, Gainesville, Hall County, Georgia 30506, and whose registered agent for service, WILLIAM DEWAYNE LOGGINS, may be served at said address; and

**WHEREAS**, the Acquired Interests are described as follows:

- (A) A temporary construction easement for the purpose of constructing a driveway, consisting of 0.011 acre, more or less (see **Schedule 1: Resolution, Attachment 2: Legal Description of Temporary Easement for Construction of a Driveway,**

attached hereto and by reference made a part hereof, for a metes and bounds description of said temporary construction easement); and

**WHEREAS**, in order to estimate the sum of money to be deposited with the Court as just and adequate compensation for the Acquired Interests proposed to be condemned, Hall County has caused an investigation and report to be made by a competent land appraiser, a copy of the sworn statement of said appraiser being attached hereto as **Schedule 2: Appraiser's Statement**, and by reference made a part hereof; and

**WHEREAS**, in reliance upon said Appraiser's Statement, Petitioner estimates that the just compensation to be paid for the Acquired Interests (as described in **Schedule 1: Resolution, Attachment 2**, attached hereto) is **\$2,400.00**, and contemporaneously with the filing of this Declaration of Taking, Petitioner deposits said sum in the Court for the use of the persons entitled hereto.

**NOW, THEREFORE**, the premises considered, Hall County, Georgia, under authority of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, hereby declares that the Acquired Interests (as described in **Schedule 1: Resolution, Attachment 2**, attached hereto and made a part of this Declaration), are being taken for county road purposes.

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BOARD OF COMMISSIONERS OF  
HALL COUNTY, GEORGIA**

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
ATTEST:  
Jennifer Rivera, County Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
County Attorney  
Van Stephens

***Schedule 1 to Declaration of Taking  
(Certified copy of Authoring Resolution adopted by the County)***

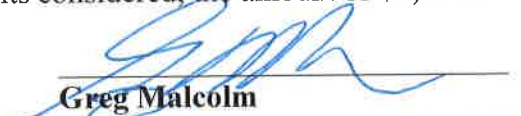
**SCHEDULE 2: DECLARATION OF TAKING  
(Parcel No. 28)**

GEORGIA, HALL COUNTY

Personally comes, Greg Malcolm, whose business address is at 1243 Kylemore Lane, Snellville, GA. 30078 who, after being duly sworn, states:

1. Affiant was employed by the Hall County, Georgia to appraise the property owned by Program Mgt Consulting 3, LLC, located at 2767 Fran Mar Drive, Gainesville, Georgia 30506 (Parcel No. 28), consisting of a temporary construction easement for the purpose of constructing a driveway of 0.011 acre, required for the construction of the Sardis Road Connector Project (Federal Aid Project STP00-0003-00(626)), and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said country and in the vicinity where said parcel is located. Affiant has personally inspected the property or right(s) condemned and in appraising said parcel affiant took into consideration the Fair Market Value of said parcel, as well as any consequential damages to remaining property of the Condemnee(s) by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has estimated that the just and adequate compensation for said parcel and any consequential damages or benefits considered, the amount of **\$2,400.00**.

  
**Greg Malcolm**  
GA CERT. R.E. Appraiser No. 857

Sworn to and subscribed before me,  
this 1<sup>st</sup> day of July, 2022.

  
\_\_\_\_\_  
NOTARY PUBLIC

(NOTARY SEAL)

My commission expires \_\_\_\_\_







## AGENDA ITEM

### County Attorney

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**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 437/2022

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain with regard to the Sardis Road Connector Project, Parcel 108, Hall County tax parcel number 10098 000113, 3587 Southers Road, presently owned by Juan Carlos Lomas-Vital, for public road purposes, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by County Attorney.

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#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** VS

**Recommendation:**  
Approval

#### Purpose of Request:

Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain with regard to the Sardis Road Connector Project, Parcel 108, Hall County Tax Parcel Number 10098 000113, 3587 Southers Road, presently owned by Juan Carlos Lomas-Vital, for public road purposes, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by County Attorney.

#### History:

The County's land acquisition agent has engaged in negotiations with the property owner to arrive at just and adequate compensation for the portion of the property to be acquired. Negotiations have been unsuccessful to date. Condemnation is necessary in order to comply with the timeline for construction of the project.

#### Facts and Issues:

#### Options:

The Sardis Road Connector Project will begin at the Sardis Road and Chestatee Road intersection and will extend northward approximately 3.55 miles to Georgia State Route 60 ending near the intersection of State Route 60 and Mount Vernon Road. The project will consist of the widening, realignment, and reconstruction of existing roadways and the construction of new roadways.

The Resolution authorizes acquisition of the property by negotiated settlement or, in the event that negotiations fail, condemnation.

**Funding Requested** \$ 5,500.00  
**Are funds within current budget?** Yes  
**Source of Funds** SPLOST VII  
**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:**

<b>Submit</b>	<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>
BC	TS	WG	VS
<b>Administration</b>		<b>Clerk</b>	
ZP		JR	

**Attachments:**

- Financial Supplement
- Resolution Parcel 108
- Declaration of Taking Parcel 108



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

**AGENDA ITEM 437/2022**

**Funds Requested:** \$ 5,500.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VII

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2023	027 - SPLOST VII	915 - SP-VII SARDIS RD CONN RO	5001 - LAND	\$5,500.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** VS

**Phone:** 678-943-4270

**RESOLUTION  
(Parcel No. 108)**

**A RESOLUTION TO AUTHORIZE STEWART, MELVIN & FROST, LLP, AS SPECIAL COUNSEL TO HALL COUNTY, TO PROCEED WITH THE ACQUISITION BY DEED OR BY CONDEMNATION OF THAT CERTAIN PROPERTY OWNED BY JUAN CARLOS LOMAS-VITAL FOR PUBLIC ROAD PURPOSES; TO AUTHORIZE THE CHAIRMAN OF THE BOARD OF COMMISSIONERS TO EXECUTE ANY DOCUMENTS NECESSARY AND PROPER FOR THE ACQUISITION OF SAID PROPERTY, SUBJECT TO THE REVIEW OF THE COUNTY ATTORNEY; AND FOR SUCH OTHER PURPOSES.**

**WHEREAS**, Article IX, Section II, Paragraph V of the Georgia Constitution of 1983 authorizes counties to exercise the right of eminent domain; and

**WHEREAS**, O.C.G.A. § 32-3-1 *et seq.* provides for acquisition of property for public road purposes; and

**WHEREAS**, on January 2, 2020, the location and design of the Sardis Road Connector Project (Federal Aid Project STP00-0003-00(626)) were approved by the Georgia Department of Transportation; and

**WHEREAS**, said Sardis Road Connector Project (the “Project”) is located in Land Districts 9 and 10 and G.M.D. 570 of Hall County, Georgia, and consists of the widening, realignment, and reconstruction of existing roadways and the construction of new roadways to provide a connector roadway between Georgia State Route 53 to the South and Georgia State Route 60 to the North; and

**WHEREAS**, the Project will begin at the Sardis Road and Chestatee Road intersection and will extend northward approximately 3.55 miles to Georgia State Route 60 ending near the intersection of State Route 60 and Mount Vernon Road; and

**WHEREAS**, the proposed roadway will consist of a four-lane curb and gutter divided roadway, having 2 lanes in each direction that will be separated by a 20-foot wide, 6 inch high curb and gutter median and sidewalks will be provided on both sides of the road having a design speed limit of 45 mph; and

**WHEREAS**, the Hall County Board of Commissioners (the “Board of Commissioners”) has determined that the Project is a public road purpose permitted by law; and

**WHEREAS**, the Board of Commissioners has further determined that in order to construct the Project it must acquire, by deed or by condemnation proceedings, certain rights of way and easements along certain properties along the proposed Sardis Road Connector; and

**WHEREAS**, a portion of the property necessary to be acquired is owned by JUAN CARLOS LOMAS-VITAL (hereinafter referred to as “Owner”); and

**WHEREAS**, a description of the entirety of the property owned by Owner is attached hereto as **Attachment 1**, and by reference made a part hereof (said property being hereinafter sometimes referred to as “Parcel 108”); and

**WHEREAS**, the property described on **Attachment 1**, and by reference made a part hereof; is designated as tax map number 10098 000113 by the taxing authorities of Hall County; and

**WHEREAS**, Board of Commissioners has further determined that the portions of Parcel 108 necessary to be acquired in connection with the construction of the Project are as follows:

- (1) A right of way for the purpose of acquiring, constructing, and maintaining a right of way along Southers Road in connection with the widening of Southers Road, said right of way consisting of 0.043 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 2**, and by reference made a part hereof; and
- (2) A permanent easement for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.216 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 3**, and by reference made a part hereof; and

**WHEREAS**, plans for the Project were prepared by WSP USA, Inc. for the Georgia Department of Transportation, are entitled “Right of Way of Proposed Sardis Road Connector from East of Chestatee Road to West of S.R. 60 along S.R. 283, STP00-0003-00(626),” and have an approval date of January 2, 2020 and a last revised date of May 19, 2022 (the “Project Plans”), which Project Plans are on file in the Board of Commissioner’s Office; and

**WHEREAS**, attached hereto as **Attachment 4** and by reference made a part hereof, is a copy of the section of the Project Plans showing the right of way and easement proposed to be acquired by deed or by condemnation proceedings through, over, and across said Parcel 108 (the “Parcel 108 Property Rights”).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners, in regular session, that authority is hereby delegated to the Chairman of the Board of Commissioners, through his duly constituted nominees, and the law firm of Stewart, Melvin & Frost, LLP, to proceed with the acquisition of the Parcel 108 Property Rights in such manner as in the discretion of said Chairman of the Board may be necessary or proper for the construction of the Project, including by purchase, contract, or condemnation, and said Chairman of the Board is hereby authorized and directed to initiate such proceedings, perform such acts, and execute such papers as they may deem reasonably proper and necessary to carry out the intent of this Resolution.

**RESOLVED FURTHER** that the Board hereby authorizes and directs that the Owner shall be paid just compensation for the above-described acquisition in the amount of \$5,500.00, which amount is the fair market value of the Parcel 108 Property Rights as determined by independent appraisal.

**RESOLVED FURTHER** that the Board hereby ratifies and approves the acquisition of any interests in property necessary and proper for the construction of the Project which may have been acquired prior to the effective date of this resolution.

**RESOLVED FURTHER** that if any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid. It is hereby declared to be the intent of the Board of Commissioners to provide for separable and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

This Resolution is adopted in regular session of the Board of Commissioners, this 11th day of August, 2022, to become effective immediately upon its execution, the public health, safety, and general welfare demanding it.

**HALL COUNTY BOARD OF COMMISSIONERS**

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Richard Higgins, Chairman

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Commissioner, District 1  
Kathy Cooper

---

Commissioner, District 2  
Billy Powell

---

Commissioner, District 3  
Shelly Echols

---

Commissioner, District 4  
Jeff Stowe

---

ATTEST:  
Jennifer Rivera, County Clerk

(SEAL)

Approved as to form:

---

County Attorney  
Van Stephens

**Attachment 1**  
**(Legal Description of the Entirety of Owner's Property)**

<b>STATE OF GEORGIA</b>	<b>PROJECT #: STP00-0003-00(626)</b>
<b>COUNTY OF HALL</b>	<b>P.I. #: 0003626, PARCEL 108</b>
<b>OWNER</b>	<b>TAX MAP #: 10098 000113</b>
<b>JUAN CARLOS LOMAS-VITAL</b>	<b>3587 SOUTHERS ROAD</b>

All that tract or parcel of land lying and being in Land Lot 98 of the 10th Land District of Hall County, Georgia, and being Tract 2, containing 2.00 acres, more or less, according to a plat entitled "Survey for James W. Southers," dated August 17, 1995, and prepared by Patton-Patton, Inc., and recorded in Plat Slide 475, Page 81A, records of Hall County, Georgia, which plat is incorporated by reference, and made a part of this description.

**Attachment 2  
(Legal Description of Right of Way)**

<b>STATE OF GEORGIA COUNTY OF HALL</b>	<b>PROJECT #: STP00-0003-00(626) P.I. #: 0003626, PARCEL 108 TAX MAP #: 10098 000113</b>
<b>OWNER: JUAN CARLOS LOMAS-VITAL</b>	<b>3587 SOUTHERS ROAD</b>

GRANTED IS AN ADDITIONAL, REQUIRED RIGHT OF WAY, IN FEE SIMPLE, IN THE PROPERTY DESCRIBED BELOW, based on right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020, and last revised May 19, 2022 (the "Project Plans"). Attachment 4 to the Resolution, to which this Attachment 2 is attached, is a copy of the section of the Project Plans depicting Parcel 108 (Sheet 11 of the Project Plans), and a copy of the call sheet for Parcel 108 (Sheet 46 of the Project Plans). Both Sheet 11 and Sheet 46 are dated October 18, 2019. Sheet 11 was last revised August 4, 2020. Sheet 46 was last revised January 3, 2020.

All that tract or parcel of land lying and being in Land Lot 98 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a point on the existing eastern right of way of Southers Road, said right of way being 60 feet in width, said point also lying 53.00 feet right of station 150+20.38 per the Project Plans;

Thence proceeding along said right of way along a curve to the right having a radius of 448.28 feet and an arc length of 123.55 feet being subtended by a chord of North 02 degrees 47 minutes 19 seconds East for a distance of 123.16 feet to a point 29.63 feet right of station 151+41.30;

Thence leaving said right of way and proceeding along the property now or formerly of Janet A. Southers North 82 degrees 16 minutes 34 seconds East a distance of 25.11 feet to a point 53.00 feet right of station 151+50.48;

Thence proceeding thru the property now or formerly of Juan Carlos Lomas-Vital South 13 degrees 43 minutes 34 seconds West a distance of 130.10 feet to the POINT OF BEGINNING.

Said tract contains 1,869.31 square feet or 0.043 acre per the aforementioned Project Plans.

The above described land being a permanent right of way easement which is necessary for the acquisition, construction, and maintenance of the Sardis Road Connector Project, as described in the above-referenced Project Plans.



**Attachment 3**

**(Legal Description of Permanent Slopes/Utility Relocation Easement)**

<b>STATE OF GEORGIA</b>	<b>PROJECT #: STP00-0003-00(626)</b>
<b>COUNTY OF HALL</b>	<b>P.I. #: 0003626, PARCEL 108</b>
	<b>TAX MAP #: 10098 000113</b>
<b>OWNER:</b>	
<b>JUAN CARLOS LOMAS-VITAL</b>	<b>3587 SOUTHERS ROAD</b>

GRANTED IS A PERMANENT EASEMENT IN THE PROPERTY DESCRIBED BELOW FOR THE CONSTRUCTION AND MAINTENANCE OF SLOPES AND UTILITY RELOCATION, based on right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020, and last revised May 19, 2022 (the “Project Plans”). Attachment 4 to the Resolution, to which this Attachment 3 is attached, is a copy of the section of the Project Plans depicting Parcel 108 (Sheet 46 of the Project Plans). Both Sheet 11 and Sheet 46 are dated October 18, 2019. Sheet 11 was last revised August 4, 2020. Sheet 46 was last revised January 3, 2020.

All that tract or parcel of land lying and being in Land Lot 98 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a point on the existing eastern right of way of Southers Road, said right of way being 60 feet in width, said point also lying 53.00 feet right of station 150+20.38 per the Project Plans;

Thence leaving said right of way and proceeding thru the property now or formerly of Juan Carlos Lomas-Vital North 13 degrees 43 minutes 34 seconds East a distance of 130.10 feet to a point 53.00 feet right of station 151+50.48;

Thence proceeding along the property now or formerly of Janet A. Souther North 82 degrees 16 minutes 20 seconds East a distance of 43.47 feet to a point 93.46 feet right of station 151+50.48;

Thence proceeding thru the property now or formerly of Juan Carlos Lomas-Vital South 23 degrees 04 minutes 35 seconds West a distance of 9.23 feet to a point to a point 91.96 feet right of station 151+57.27;

Thence South 06 degrees 02 minutes 22 seconds West a distance of 60.86 feet to a point 100.10 right of station 150+96.96;

Thence South 15 degrees 08 minutes 20 seconds West a distance of 47.86 feet to a point 98.92 feet right of station 150+49.11;

(Attachment 3 continued on next page)

Thence South 03 degrees 08 minutes 40 seconds West a distance of 52.77 feet to a point 108.61 feet right of station 149+97.24;

Thence South 14 degrees 28 minutes 55 seconds West a distance of 46.24 feet to a point 108.00 feet right of station 149+51.00;

Thence South 30 degrees 20 minutes 54 seconds East a distance of 8.76 feet to a point 114.09 feet right of station 149+44.71;

Thence proceeding along the property now or formerly of Patricia K. Adams South 73 degrees 51 minutes 21 seconds West a distance of 23.46 feet to a point on the aforementioned right of way of Southers Road, said point also lying 93.74 feet right of station 149+33.02;

Thence proceeding along said right of way along a curve to the right having a radius of 448.28 feet and an arc length of 96.58 feet being subtended by a chord of North 11 degrees 16 minutes 45 seconds West for a distance of 96.39 feet to the POINT OF BEGINNING.

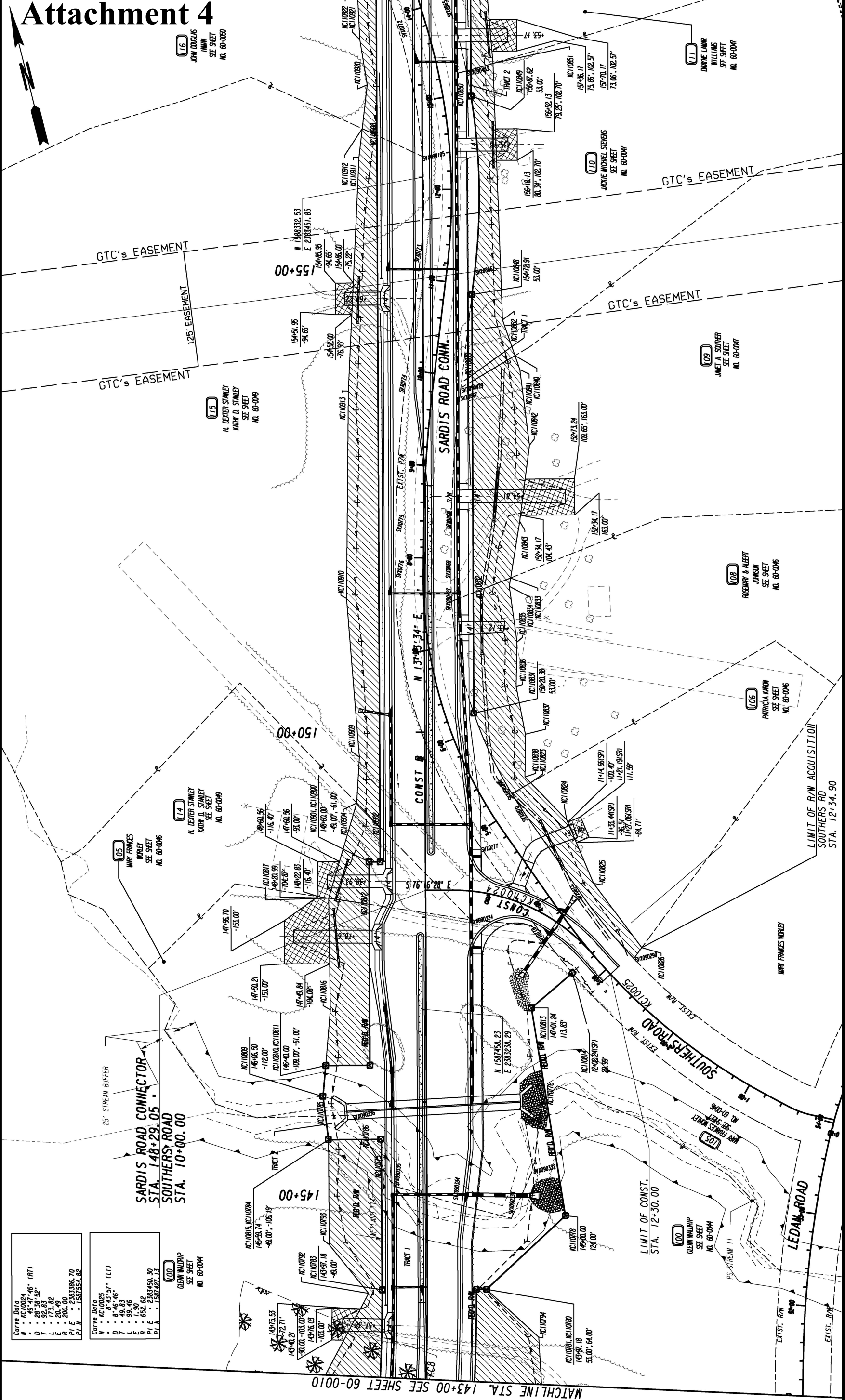
Said tract contains 9,398.76 square feet or 0.216 acre per the aforementioned Project Plans.

Said described land being a permanent easement for the construction and maintenance of slopes and utility relocation as depicted in the Project Plans referenced above.

The property owner may place various items at his discretion (e.g., fences, signs, and landscaping, etc.) on the permanent easement so long as the functionality of the easement and/or utility is not compromised and such items are not in violation of federal or state laws, or county or city ordinances. In the event any improvement blocks required accessibility within the permanent easement, the same may be removed without any compensation to the property owner.

# Attachment 4

MATCHLINE STA. 158+00 SEE SHEET 60-0012



Curve Data	
N	KC10024
D	49.47' 46" (RT)
L	28.39' 52"
E	73.18'
R	20.49'
PI E	200.00
PL E	2383386.70
PL N	1587554.82

Curve Data	
N	KC10025
D	8.46' 46" (LT)
L	49.83'
E	99.46'
R	1.90'
PI E	652.62
PL E	2384450.30
PL N	1581427.11

**(00)**  
 GLEN WALDRIP  
 SEE SHEET  
 NO. 60-0044

**(05)**  
 MARY FRANCES  
 WORLEY  
 SEE SHEET  
 NO. 60-0046

**(13)**  
 H. DEXTER STANLEY  
 KARY D. STANLEY  
 SEE SHEET  
 NO. 60-0049

**(16)**  
 JOHN DOUGLAS  
 JIMM  
 SEE SHEET  
 NO. 60-0060

**(10)**  
 JACKIE MICHAEL STEVENS  
 SEE SHEET  
 NO. 60-0047

**(11)**  
 DORVE LAMAR  
 WILLIAMS  
 SEE SHEET  
 NO. 60-0047

**(09)**  
 JIMET A. SOUTHER  
 SEE SHEET  
 NO. 60-0047

**(08)**  
 RESHAWY & ALBERT  
 JOHNSON  
 SEE SHEET  
 NO. 60-0046

**(06)**  
 PATRICIA ARON  
 SEE SHEET  
 NO. 60-0046

**(05)**  
 MARY FRANCES  
 WORLEY  
 SEE SHEET  
 NO. 60-0046

**(00)**  
 GLEN WALDRIP  
 SEE SHEET  
 NO. 60-0044

DATE	REVISIONS	DATE	REVISIONS
01/03/2020	PAR 100-PESIT. PAR 105-PESIT. ADJESMT. PAR 114; PESIT. ADJESMT.		
8/04/2020	ALL PARCELS TOPO IMP LEVELS ON		

LIMIT OF R/W ACQUISITION  
 SOUTHERS RD  
 STA. 12+34.90

PROPERTY AND EXISTING R/W LINE	--- ---
REQUIRED R/W LINE	— — — —
CONSTRUCTION LIMITS	— — — —
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES & UTILITY RELOCATION	— — — —
EASEMENT FOR CONSTR OF SLOPES	— — — —
EASEMENT FOR CONSTR OF DRIVES	— — — —

SCALE IN FEET  
 0 50 100 200

STATE OF GEORGIA  
 DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY MAP**  
 PROJECT NO.: 0003626  
 COUNTY: HALL  
 LAND LOT NO.: 98  
 LAND DISTRICT: 10  
 GMD: 570  
 DATE: 10/18/19 SH 11 OF 59

DRAWING NO.  
**60-0011**

PROJECT NUMBER	STPO-0003-0016261
<p>.....</p> <p>PARCEL 105 REO'D R/W KC3261</p> <p>PNT OFFSET/ STATION/ BEARING ALIGNMENT</p> <p>SVX090335 36.45 L 145+09.66 SARDIS RD CONNECTOR</p> <p>KC110775 49.00 L 145+31.58 SARDIS RD CONNECTOR</p> <p>KC110815 49.00 L 145+60.00 SARDIS RD CONNECTOR</p> <p>KC110786 65.12 L 145+59.74 SARDIS RD CONNECTOR</p> <p>SVX090336 80.24 L 145+86.16 SARDIS RD CONNECTOR</p> <p>KC110785 109.34 L 145+85.50 SARDIS RD CONNECTOR</p> <p>KC110809 112.00 L 146+06.50 SARDIS RD CONNECTOR</p> <p>KC110810 109.00 L 146+40.00 SARDIS RD CONNECTOR</p> <p>KC110811 61.00 L 146+40.00 SARDIS RD CONNECTOR</p> <p>KC110812 61.00 L 148+14.11 SARDIS RD CONNECTOR</p> <p>SVX090324 48.21 R 147+96.92 SARDIS RD CONNECTOR</p> <p>SVX0778 119.01 R 147+89.94 SARDIS RD CONNECTOR</p> <p>KC110814 29.99 R 12+02.24 SOUTHERS RD</p> <p>KC110813 113.83 R 147+01.24 SARDIS RD CONNECTOR</p> <p>KC110776 129.37 R 146+03.92 SARDIS RD CONNECTOR</p> <p>SVX090331 106.30 R 145+79.68 SARDIS RD CONNECTOR</p> <p>SVX090332 114.81 R 145+26.79 SARDIS RD CONNECTOR</p> <p>SVX090333 91.18 R 144+73.90 SARDIS RD CONNECTOR</p> <p>SVX090334 31.40 R 144+89.68 SARDIS RD CONNECTOR</p> <p>SVX090335 36.45 L 145+09.66 SARDIS RD CONNECTOR</p> <p>REO R/W = 58561.36 SF</p> <p>REO R/W = 1.344 ACRES</p> <p>REMAINDER = +/- 1.671 ACRES</p> <p>.....</p> <p>PARCEL 105 REO'D PERM. EASMT. KC3262</p> <p>PNT OFFSET/ STATION/ BEARING ALIGNMENT</p> <p>KC110775 49.00 L 145+31.58 SARDIS RD CONNECTOR</p> <p>KC110786 65.12 L 145+59.74 SARDIS RD CONNECTOR</p> <p>KC110815 49.00 L 145+60.00 SARDIS RD CONNECTOR</p> <p>KC110775 49.00 L 145+31.58 SARDIS RD CONNECTOR</p> <p>REO EASMT = 229.07 SF</p> <p>REO EASMT = 0.005 ACRES</p> <p>.....</p> <p>PARCEL 105 REO'D DRWY. EASMT. KC3264</p> <p>PNT OFFSET STATION ALIGNMENT</p> <p>KC110819 104.08 L 147+49.84 SARDIS RD CONNECTOR</p> <p>KC110820 153.00 L 147+50.21 SARDIS RD CONNECTOR</p> <p>KC110821 153.00 L 147+96.70 SARDIS RD CONNECTOR</p> <p>KC110905 116.40 L 148+22.83 SARDIS RD CONNECTOR</p> <p>KC110817 104.87 L 148+20.99 SARDIS RD CONNECTOR</p> <p>KC110819 104.08 L 147+49.84 SARDIS RD CONNECTOR</p> <p>.....</p> <p>PARCEL 106 REO'D PERM. EASMT. KC3265</p> <p>PNT OFFSET/ STATION/ BEARING ALIGNMENT</p> <p>SVX090296 93.74 R 149+33.02 SARDIS RD CONNECTOR</p> <p>KC110823 114.09 R 149+44.71 SARDIS RD CONNECTOR</p> <p>KC110824 152.92 R 149+04.48 SARDIS RD CONNECTOR</p> <p>KC110825 57.26 L 11+56.02 SOUTHERS RD</p> <p>KC110826 44.32 L 12+34.90 SOUTHERS RD</p> <p>SVX090290 30.00 L 11+52.80 SOUTHERS RD</p> <p>ARC LENGTH = 89.988</p> <p>CHORD BEAR = N 25°12'15.9" W</p> <p>LNTH CHORD = 89.910</p> <p>RADIUS = 622.820</p> <p>DEGREE = 9°12'8.8"</p> <p>SVX0871 40.08 L 11+52.80 SOUTHERS RD</p> <p>SVX0870 109.13 R 11+52.80 SOUTHERS RD</p> <p>ARC LENGTH = 28.269</p> <p>CHORD BEAR = N 19°15'26.5" W</p> <p>LNTH CHORD = 28.265</p> <p>RADIUS = 488.283</p> <p>DEGREE = 11°44'2.1"</p> <p>SVX090296 93.74 R 149+33.02 SARDIS RD CONNECTOR</p> <p>REO EASMT = 4963.63 SF</p> <p>REO EASMT = 0.114 ACRES</p> <p>.....</p> <p>PARCEL 106 REO'D DRWY. EASMT. KC3266</p> <p>PNT OFFSET STATION ALIGNMENT</p> <p>KC110827 100.40 L 11+14.66 SOUTHERS RD</p> <p>KC110828 111.59 L 11+21.19 SOUTHERS RD</p> <p>KC110829 96.51 L 11+33.44 SOUTHERS RD</p> <p>KC110830 84.71 L 11+27.06 SOUTHERS RD</p> <p>KC110827 100.40 L 11+14.66 SOUTHERS RD</p> <p>.....</p> <p>PARCEL 108 REO'D R/W KC3267</p> <p>PNT OFFSET/ STATION/ BEARING ALIGNMENT</p> <p>KC110831 53.00 R 150+20.38 SARDIS RD CONNECTOR</p> <p>ARC LENGTH = 123.547</p> <p>CHORD BEAR = N 2°47'18.6" E</p> <p>LNTH CHORD = 123.156</p> <p>RADIUS = 448.280</p> <p>DEGREE = 12°46'52.1"</p> <p>SVX090427 29.63 R 151+41.30 SARDIS RD CONNECTOR</p> <p>KC110832 53.00 R 151+50.48 SARDIS RD CONNECTOR</p> <p>KC110831 53.00 R 151+41.30 SARDIS RD CONNECTOR</p> <p>REO R/W = 1869.31 SF</p> <p>REO R/W = 0.043 ACRES</p> <p>REMAINDER = +/- 2.034 ACRES</p> <p>.....</p> <p>PARCEL 108 REO'D PERM. EASMT. KC3268</p> <p>PNT OFFSET/ STATION/ BEARING ALIGNMENT</p> <p>KC110831 53.00 R 150+20.38 SARDIS RD CONNECTOR</p> <p>KC110832 53.00 R 151+50.48 SARDIS RD CONNECTOR</p> <p>KC110833 93.46 R 151+66.38 SARDIS RD CONNECTOR</p> <p>KC110834 91.96 R 151+57.27 SARDIS RD CONNECTOR</p> <p>KC110835 100.10 R 150+96.96 SARDIS RD CONNECTOR</p> <p>KC110836 98.92 R 150+49.11 SARDIS RD CONNECTOR</p> <p>KC110837 108.61 R 149+97.24 SARDIS RD CONNECTOR</p> <p>KC110838 108.00 R 149+51.00 SARDIS RD CONNECTOR</p> <p>KC110823 114.09 R 149+44.71 SARDIS RD CONNECTOR</p> <p>SVX090296 93.74 R 149+33.02 SARDIS RD CONNECTOR</p> <p>ARC LENGTH = 96.377</p> <p>CHORD BEAR = N 1°16'44.8" W</p> <p>LNTH CHORD = 96.390</p> <p>RADIUS = 448.280</p> <p>DEGREE = 12°46'52.1"</p> <p>KC110831 53.00 R 150+20.38 SARDIS RD CONNECTOR</p> <p>REO EASMT = 9398.76 SF</p> <p>REO EASMT = 0.216 ACRES</p>	<p>STATE OF GEORGIA</p> <p>DEPARTMENT OF TRANSPORTATION</p> <p>RIGHT OF WAY TABLES</p> <p>PROJECT NO: 0003626</p> <p>COUNTY: HALL</p> <p>LAND LOT NO.:</p> <p>LAND DISTRICT:</p> <p>GMD: 570</p> <p>DATE 10/18/19 SH 46 OF 59</p>



DATE	REVISIONS	DATE	REVISIONS
01/03/2020	PM 105: KC3263, KC3264		

GEORGIA, HALL COUNTY.

I, JENNIFER RIVERA, do hereby certify that I am the Clerk of the Board of Commissioners of Hall County, Georgia.

I further certify that the foregoing pages constitute a true, correct, and exact copy of a Resolution passed by the Board of Commissioners on August 11, 2022, and that the original of said Resolution is on file in the Hall County Commission Office, Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia 30504.

Given under my hand and seal of Hall County, Georgia this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

---

JENNIFER RIVERA  
Clerk of the Board of Commissioners of  
Hall County, Georgia.

(SEAL OF HALL COUNTY)

**IN THE SUPERIOR COURT FOR THE COUNTY OF HALL  
STATE OF GEORGIA**

HALL COUNTY, GEORGIA, )  
)  
Petitioner-Condempnor, )

VS. )

**CIVIL ACTION  
FILE NO. \_\_\_\_\_**

That certain right of way and that certain )  
easement over, across, and through certain )  
property owned by JUAN CARLOS LOMAS- )  
VITAL (the "Property"), said Property being )  
located in Land Lot 98 of the 10th Land )  
District, Hall County, Georgia, being )  
designated as tax map number 10098 000113 )  
by the taxing authorities of Hall County, said )  
Property being known as 3587 Southers Road, )  
and being the property shown as PARCEL 108 )  
on plans prepared by WSP USA, Inc. for the )  
Georgia Department of Transportation, )  
entitled "Right of Way of Proposed Sardis )  
Road Connector from East of Chestatee Road )  
to West of S.R. 60 along S.R. 283, STP00-0003- )  
00(626)," said plans having an approval date )  
of January 2, 2020, and a last revised date of )  
May 19, 2022 (the "Project Plans"); said right )  
of way and easement consist of the following: )

**(PARCEL NO. 108)**

That certain Right of Way shown on the )  
Project Plans for Parcel 108, containing 0.043 )  
acre, more or less; )

**DECLARATION OF TAKING**

That certain Permanent Easement for )  
Construction and Maintenance of Slopes and )  
Utility Relocation, consisting of 0.216 acre, )  
more or less, as shown on the Project Plans; )

JUAN CARLOS LOMAS-VITAL; )

Mortgage Electronic Registration Systems, )  
Inc. (MERS), as Nominee for Prime Lending; )

Patricia Karon Souther Adams (as to storage )  
building encroachment); )

**State of Georgia Department of Revenue;** )  
) )  
**Regions Bank;** )  
) )  
**Rebecca Michelle Souther Carver;** )  
) )  
**Honorable Patty Walters Laine, Judge of the** )  
**Probate Court of Hall County;** )  
) )  
**Honorable Darla Eden, Tax Commissioner of** )  
**Hall County, Georgia; and** )  
) )  
**To any and all persons having or claiming any** )  
**right or interest in and to said Property,** )  
) )  
**Respondents-Condemnees.** )

**DECLARATION OF TAKING**

**WHEREAS**, the Board of Commissioners of Hall County, Georgia (the “Board of Commissioners”), adopted a Resolution on August 11, 2022 (the “Authorizing Resolution”), authorizing and directing the Chairman of the Board of Commissioners and the law firm of Stewart, Melvin & Frost, LLP to proceed with the condemnation of a portion of certain property located in Hall County, Georgia, for the purpose of acquiring, for public road purposes, (i) right of way and (ii) a permanent easement for the purpose of constructing and maintaining slopes and relocating utilities, both in connection with the construction of a connecting road to be known as the Sardis Connector from East of Chestatee Road to West of S.R. 60 along S.R. 283 in Hall County, Georgia (the “Project”); and

**WHEREAS**, the original location of the Project was approved by the Georgia Department of Transportation on January 2, 2020; and

**WHEREAS**, the plans for the Project (the “Project Plans”) were prepared by WSP USA, Inc. for the Georgia Department of Transportation, are entitled “Right of Way of Proposed Sardis Road Connector from East of Chestatee Road to West of S.R. 60 along S.R. 283, STP00-0003-00(626),” have a completion date of October 18, 2019, and were last revised on May 19, 2022; and

**WHEREAS**, a certified copy of said Authorizing Resolution of the Board of Commissioners and its incorporated attachments is attached hereto as **Schedule 1**, and by reference made a part hereof; and

**WHEREAS**, said right of way and easement are being acquired for public road purposes upon, across, and over property owned by JUAN CARLOS LOMAS-VITAL, which property is described on **Schedule 1: Resolution, Attachment 1**, attached hereto and by reference made a part hereof (the “Property”), which Property is located at 3587 Southers Road, Gainesville, Hall

County, Georgia, said **Attachment 1** being a description of the entirety of the Property owned by said Condemnee; and

**WHEREAS**, the Board of Commissioners has found that it is necessary to acquire the title, estates, or interests in said property as provided in the Authorizing Resolution and that said taking is authorized by the provisions of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19; and

**WHEREAS**, the property or interests necessary to be acquired by condemnation in connection with the construction of the Project (the “Acquired Interests”), are owned by JUAN CARLOS LOMAS-VITAL, who resides at 3587 Southers Road, Gainesville, Hall County, Georgia 30506; and

**WHEREAS**, the Acquired Interests are described as follows:

- (A) A right of way for the purpose of acquiring, constructing and maintaining a right of way along Southers Road, consisting of 0.043 acre, more or less (see **Schedule 1: Resolution, Attachment 2: Legal Description of Right of Way**, attached hereto and by reference made a part hereof, for a metes and bounds description of said right of way); and
- (B) A permanent easement for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.216 acre, more or less (see **Schedule 1: Resolution, Attachment 3: Legal Description of Permanent Slopes/Utility Relocation Easement**, attached hereto and by reference made a part hereof, for a metes and bounds description of said permanent easement for constructing and maintaining slopes and relocating utilities); and

**WHEREAS**, in order to estimate the sum of money to be deposited with the Court as just and adequate compensation for the Acquired Interests proposed to be condemned, Hall County has caused an investigation and report to be made by a competent land appraiser, a copy of the sworn statement of said appraiser being attached hereto as **Schedule 2: Appraiser’s Statement**, and by reference made a part hereof; and

**WHEREAS**, in reliance upon said Appraiser’s Statement, Petitioner estimates that the just compensation to be paid for the Acquired Interests (as described in **Schedule 1: Resolution, Attachments 2 and 3** attached hereto) is **\$5,500.00**, and contemporaneously with the filing of this Declaration of Taking, Petitioner deposits said sum in the Court for the use of the persons entitled hereto.



**NOW, THEREFORE**, the premises considered, Hall County, Georgia, under authority of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, hereby declares that the Acquired Interests (as described in **Schedule 1: Resolution, Attachments 2 and 3**, attached hereto and made a part of this Declaration), are being taken for county road purposes.

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BOARD OF COMMISSIONERS OF  
HALL COUNTY, GEORGIA**

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
ATTEST:  
Jennifer Rivera, County Clerk

(SEAL)

Approved as to form:

\_\_\_\_\_  
County Attorney  
Van Stephens

***Schedule 1 to Declaration of Taking  
(Certified copy of Authoring Resolution adopted by the County)***

**SCHEDULE 2: DECLARATION OF TAKING  
(Parcel No. 108)**

GEORGIA, HALL COUNTY

Personally comes, Kenneth H. Cantrell, whose business address is 2675 Paces Ferry Road, Suite 435, Atlanta, GA 30339, who, after being duly sworn, states:

1. Affiant was employed by the Hall County, Georgia to appraise the property owned by Juan Carlos Lomas-Vital, located at 3587 Southers Road, Gainesville, Georgia 30506 (Parcel No. 108), consisting of a right of way of 0.043 acre and a permanent easement consisting of 0.216 acre, all required for the construction of the Sardis Road Connector Project (Federal Aid Project STP00-0003-00(626)), and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said country and in the vicinity where said parcel is located. Affiant has personally inspected the property or right(s) condemned and in appraising said parcel affiant took into consideration the Fair Market Value of said parcel, as well as any consequential damages to remaining property of the Condemnee(s) by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, affiant has estimated that the just and adequate compensation for said parcel and any consequential damages or benefits considered, the amount of **\$5,500.00**.

  
Kenneth H. Cantrell  
GA CERT. R.E. Appraiser No. CG5047

Sworn to and subscribed before me,  
this 30 day of June, 2022.

  
NOTARY PUBLIC

(NOTARY SEAL)

My commission expires 6/7/2022





## AGENDA ITEM

### Emergency Management

**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 430/2022

**SUBJECT:** Approve the purchase of VxRail Hardware and Software for Central Communications/911 to Ahead, Inc. of Chicago, IL, in the amount of \$374,589.55.

#### Meetings:

**Work Session Date:** 08/08/22                      **Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** AL

**Recommendation:**  
Ahead, Inc.

**Purpose of Request:**  
Purchase of VX Rail hardware and software the 911 department for server upgrade for CAD support.

**History:**  
The vendor has serviced other departments for same type of product and is in good standing within the County.

**Facts and Issues:**  
This is to support the server upgrade for CAD support. This will be purchased against state contract 99999-001-SPF00000139-0001.

**Options:**

<b>Funding Requested</b>	\$ 374,589.55
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Capital Projects
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

**Approvals:**

submit	approve	Purchasing	Budget
--------	---------	------------	--------

<b>submit</b>	<b>approve</b>	<b>Purchasing</b>	<b>Budget</b>
CR	CR	AP	EW
<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
WG	WLI	LJ	JR

---

**Attachments:**

Financial Supplement

Quote

Executed Statewide Contract for Software Dell Renewal

Contract for Software Dell Terms and Conditions

Statewide Contract for Software 99999-001-SPD0000139-001

Statewide Contract for Software Summary



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

**AGENDA ITEM 430/2022**

**Funds Requested:** \$ 374,589.55

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Capital Projects

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2023	005 - CAPITAL PROJECTS	522 - ENHANCED 911 CAPITAL	6008 - COMPUTERS/SOFTWARE	\$374,589.55

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** AL

**Phone:** 770-536-8812



**AHEAD, Inc.**  
 401 Michigan Avenue  
 Suite 3400  
 Chicago, IL 60611

**Ahead Client Director:**  
 Christian Conte  
 770-331-6200  
 chris.conte@ahead.com

**Ahead Quote Number**  
 AHD2021137802 - 9  
**Reference Number:**  
 500 3YR G15 v4-8]  
**Quote Date:**  
 6/16/2022  
**Expiration Date:**  
 7/15/2022

**Shipping Address:**  
 Hall County  
 Allan Vosburgh  
 116 Spring Street SE, Ste 229, Gainesville  
 Gainesville GA 30501

**Billing Address:**  
 Accounts Payable2  
 Hall County  
 P.O. Drawer 1435  
 Gainesville GA 30503  
 (770) 531-6707  
**MPA:**

**Client Operations Specialist**  
 Shonda Yarbrough  
 shonda.yarbrough@ahead.com

Arrow Quote#: SWS13033243-V5  
 Quote Expiration Date: 15-JUL-22  
 Deal Registration: 23904946

**Payment Terms:**  
 Net 30

**Hall - Hall County 911 VX Rail 500 - State Contract # 99999-001-SPD0000139-0001**

QTY	Part Number	Description	Unit Price	Extended Price
<b>VxRail E660H/F - 2392088-8</b>				<b>\$359,784.50</b>
Hardware	5 210-BBGQ	VxRail E660F All Flash	\$2,230.08	\$11,150.40
Hardware	5 329-BDWH	PSNT Info	\$0.00	\$0.00
Hardware	5 379-BENB	vSAN Node	\$0.00	\$0.00
Hardware	5 379-BETD	VxRail E660/F PV670F Firmware Lock	\$0.00	\$0.00
Software	5 634-BZBH	VxRail Software 7.0.320 Factory Install	\$0.00	\$0.00
Software	5 379-BDYQ	No Transformational License Agreement	\$0.00	\$0.00
Hardware	5 321-BGHI	2.5" Chassis with up to 10 Hard Drives (SAS/SATA) including max of 4 Universal Drives 3 PCIe Slots 2 CPU	\$268.47	\$1,342.35
Hardware	5 325-BEBP	VxRail 1U Bezel V2	\$74.08	\$370.40
Hardware	5 338-CBCD	Intel Xeon Gold 6330N 2.2G 28C/56T 11.2GT/s 42M Cache Turbo HT (165W) DDR4-2666	\$1,968.28	\$9,841.40
Hardware	5 338-CBCD	Intel Xeon Gold 6330N 2.2G 28C/56T 11.2GT/s 42M Cache Turbo HT (165W) DDR4-2666	\$1,968.28	\$9,841.40
Hardware	5 379-BDCO	Additional Processor Selected	\$0.00	\$0.00
Hardware	5 370-AEVR	3200MT/s RDIMMs	\$0.00	\$0.00
Hardware	80 370-AGDS	32GB RDIMM 3200MT/s Dual Rank 16Gb BASE	\$824.80	\$65,984.00
Hardware	10 400-AZOY	1.6TB SSD SAS ISE Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive 3 DWPD	\$2,226.80	\$22,268.00
Hardware	30 400-AXSK	3.84TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot- plug AG Drive 1 DWPD	\$1,968.23	\$59,046.90
Hardware	5 540-BCRT	Intel X710 Quad Port 10GbE SFP+ OCP NIC 3.0	\$397.24	\$1,986.20
Hardware	5 461-AADZ	No Trusted Platform Module	\$0.00	\$0.00
Hardware	5 770-BDMT	Cable Management Arm	\$34.30	\$171.50
Hardware	5 770-BECD	ReadyRails Sliding Rails Without Cable Management Arm or Strain Relief Bar	\$74.08	\$370.40
Hardware - Hardware	5 450-AKLF	Power Supply 1100W RDNT D, Mixed Mode	\$710.45	\$3,552.25
Hardware	10 450-AALV	Power Cord - C13 3M 125V 15A (North America Guam North Marianas Philippines Samoa Vietnam)	\$0.00	\$0.00
Software	10 149-BBLD	VxRail VMware, vSAN Advanced	\$0.00	\$0.00
Software	10 634-BYOZ	VxRail HCI System Software A	\$4,536.62	\$45,366.20
Software	30 634-BRIJ	VxRail HCI System Software Capacity Drive 3.84TB SATA SSD	\$1,065.39	\$31,961.70
Hardware	80 634-BYME	VxRail HCI System Software Memory 32GB	\$201.03	\$16,082.40
Hardware	5 329-BGIM	E660F Branding	\$27.34	\$136.70
Maintenance - Hardware	5 863-5521	Dell Hardware Limited Warranty - 36.00 MNTHS	\$247.56	\$1,237.80

Maintenance - Hardware	5	864-4081	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 2 Years Extended - 36.00 MNTHS	\$3,281.78	\$16,408.90
Maintenance - Hardware	5	864-4084	ProSupport Mission Critical 4-Hour 7x24 Onsite - 36.00 MNTHS	\$2,428.65	\$12,143.25
Maintenance - Hardware	5	864-4087	ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years - 36.00 MNTHS	\$3,208.70	\$16,043.50
Maintenance - Hardware	5	975-3461	Dell Limited Hardware Warranty Extended Year(s) - 36.00 MNTHS	\$0.00	\$0.00
Maintenance - Hardware	5	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355 - 36.00 MNTHS	\$0.00	\$0.00
Hardware	5	379-BEWY	Informational Purposes Only	\$0.00	\$0.00
Maintenance - Software	10	823-4116	3 Years, ProSupport Mission Critical, vSAN, Advanced, 1 Processor - 36.00 MNTHS	\$1,713.73	\$17,137.30
Training	5	812-4011	ProDeploy Plus Training Credits 200 Redeem at education.dellemc.com Expires 1Yr from Order Date	\$99.43	\$497.15
Services	5	819-2575	ProDeploy Plus Dell EMC VxRail Deployment	\$1,539.21	\$7,696.05
Services	5	819-2576	ProDeploy Plus Dell EMC VxRail Deployment Verification	\$83.14	\$415.70
Hardware	5	343-BBQY	R650 Dell/EMC label (BIS) for 2.5" Chassis	\$0.00	\$0.00
Hardware	5	389-DYIB	PowerEdge R650 CE,CCC and BIS Marking on 2.5" Chassis	\$0.00	\$0.00
Hardware	5	379-BDSW	SAS/SATA/NVMe Capable Backplane	\$0.00	\$0.00
Hardware	5	340-CWLR	E660/F Shipping DAO	\$0.00	\$0.00
Hardware	5	340-CUQN	R650 Ship 4x3.5, 10x2.5, 8x2.5 NVMe	\$24.36	\$121.80
Hardware	5	379-BEID	10x2.5 Front Storage	\$0.00	\$0.00
Hardware	5	330-BBVV	VxRail E660/F, Riser Config 0, 2CPU, 2A+3A, 2x16LP, 1x8LP	\$153.24	\$766.20
Hardware	5	329-BFGW	PowerEdge R650 Motherboard	\$0.00	\$0.00
Hardware	5	412-AAVP	Heatsink for 2 CPU configuration (CPU less than or equal to 165W)	\$0.00	\$0.00
Hardware	5	370-AAIP	Performance Optimized	\$0.00	\$0.00
Hardware	5	780-BCQQ	C35, No RAID, VxRail E660/F	\$0.00	\$0.00
Hardware	5	405-AAXY	Dell HBA355i Controller Front	\$357.46	\$1,787.30
Hardware	5	750-ACFQ	Front PERC Mechanical Parts for 2.5" x8 x10 x16 SAS/SATA or 2.5" NVMe Chassis	\$0.00	\$0.00
Hardware	5	403-BCMB	BOSS-S2 controller card + with 2 M.2 480GB (RAID 1)	\$844.68	\$4,223.40
Hardware	5	403-BCNP	BOSS Cables and Bracket for R650	\$24.86	\$124.30
Software	5	385-BBQV	iDRAC9 Enterprise 15G	\$243.11	\$1,215.55
Hardware	5	379-BCQY	iDRAC Group Manager Disabled	\$0.00	\$0.00
Software	5	379-BCSG	iDRAC Legacy Password	\$0.00	\$0.00
Hardware	5	379-BCRB	DHCP with Zero Touch Configuration	\$0.00	\$0.00
Hardware	5	750-ADIH	4 High Performance Fans for 2 CPU (more than 165W)	\$98.82	\$494.10
Hardware	5	350-BBXM	No Quick Sync	\$0.00	\$0.00
Hardware	5	387-BBEY	No Energy Star	\$0.00	\$0.00
Hardware	5	800-BBDM	UEFI BIOS Boot Mode with GPT Partition	\$0.00	\$0.00
Hardware	5	350-BCFX	E660F Luggage Tag	\$0.00	\$0.00
<b>RecoverPoint for Virtual Machine-8</b>					<b>\$0.05</b>
Software	5	210-ARZC	Recover Point for Virtual Machine	\$0.01	\$0.05
Software	5	142-BBNV	HCIA RecoverPoint for VMs	\$0.00	\$0.00
Maintenance - Software	5	865-3443	3 Years ProSupport Mission Critical RecoverPoint for Virtual Machines Sftwr Spt-Contract - 36.00 MNTHS	\$0.00	\$0.00
Services	5	900-9997	On-Site Installation Declined	\$0.00	\$0.00
Software	5	626-BBBG	Storage Software Info	\$0.00	\$0.00
<b>AHEAD Services-2</b>					<b>\$14,805.00</b>



Services	1	ACD-AHS-CVI- VxRail Cluster Deployment VXRA-L1	\$2,150.00	\$2,150.00
Services	1	ACD-AHS-CVI- VxRail Cluster Deployment VXRA-L1	\$2,150.00	\$2,150.00
Services	1	ACD-AHS-CVI- VxRail Cluster Deployment VXRA-L1	\$2,150.00	\$2,150.00
Services	1	ACD-AHS-CVI- VxRail Cluster Deployment VXRA-L1	\$2,150.00	\$2,150.00
Services	1	ACD-AHS-CVI- VxRail Cluster Deployment VXRA-L1	\$2,150.00	\$2,150.00
Services	1	ACD-AHS-NET- Layer 2 Switch Deployment L2SW	\$4,055.00	\$4,055.00

<b>Hardware:</b>	\$209,661.40
<b>Software:</b>	\$78,543.50
<b>Maintenance:</b>	\$62,970.75
<b>Managed Services:</b>	\$0.00
<b>Services:</b>	\$22,916.75
<b>Training:</b>	\$497.15
<b>Web Services:</b>	\$0.00
<b>Total Investment:</b>	<b>\$374,589.55</b>

Acceptance of this quote authorizes Ahead to invoice the party indicated herein ("Customer"). Any Services covered by an Ahead Service Brief shall be invoiced in advance and in full regardless of whether or not such Services have been completed. Ahead reserves the right to make partial shipments. Customer acknowledges that it has read the Terms and Conditions, linked below, and those Terms and Conditions shall govern and apply, unless a previously executed agreement governing the sale of products exists between Ahead and Customer. The Special Additional Terms (the "SAT") contained in this quote (if any) shall supplement the attached Terms and Conditions or previously executed agreement (collectively the "Agreements"), provided, however that in the event of any conflict or inconsistency between the SAT and any of the Agreements, the SAT shall take precedence, govern and control. By accepting this quote, Client also agrees to any manufacturer terms applicable to the third party products and services purchased under this quote. Except as indicated otherwise, pricing does not include sales tax, VAT or shipping charges. To the extent taxes are included on the quote, these taxes are estimates and may vary from the taxes listed on the invoice, which shall take precedence. All shipping charges shall be invoiced separately following delivery. Acceptance may be emailed to [accounting@ahead.com](mailto:accounting@ahead.com).

<https://go.ahead.com/rs/833-BEW-758/images/Snap%20Terms%202021%20-%20%20Portrait%20%2802.01.21%20--%20Current%29.pdf>

Terms and Conditions:

**Authorized Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_



**CONTRACT AMENDMENT # 1  
RENEWAL # 1  
REMAINING RENEWALS # 6**

This amendment by and between the Contractor and State Entity defined below shall be effective as of the date this Amendment is fully executed.

STATE OF GEORGIA CONTRACT	
<b>State Entity's Name:</b>	Georgia Department of Administrative Services
<b>Contractor's Full Legal Name:</b>	Dell Marketing LP.
<b>Contract No.:</b>	99999-001-SPD0000139-0001
<b>Solicitation Title/Event Name:</b>	Enterprise Infrastructure
<b>Contract Award Date:</b>	November 9, 2018
<b>Current Contract Term:</b>	11/9/2018-11/8/2021

**BACKGROUND AND PURPOSE.** The Contract is in effect through the Current Term provided above. The parties hereto now desire to amend the contract to renew the contract for an additional term.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

- CONTRACT RENEWAL/EXTENSION.** The parties hereby agree that the contract will be renewed/extended for an additional period of time as follows:

NEW CONTRACT TERM	
<b>Beginning Date of New Contract Term:</b>	November 9, 2021
<b>End Date of New Contract Term:</b>	November 8, 2022

The parties agree the contract will expire at midnight on the date defined as the "End Date of the New Contract Term" unless the parties agree to renew/extend the contract for an additional period of time. Should the State of Georgia (DOAS) enter into a new contract for Enterprise Infrastructure during the term of this Renewal the new contract shall supersede this current Renewal.

2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

#### CONTRACTOR

<b>Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)</b>	Dell Marketing LP.
<b>Authorized Signature:</b>	<i>Carina Clifford</i>
<b>Printed Name and Title of Person Signing:</b>	Carina Clifford, Contract Administrator
<b>Date:</b>	September 15, 2021
<b>Company Address:</b>	One Dell Way Round Rock, TX 78682
<b>Invoice Contact Name (Supplier's Billing Contact)</b>	Susie Shockley
<b>Supplier's Billing Address</b>	P.O. Box 534118 Atlanta, GA 30353-4118
<b>Supplier's Billing E-Mail</b>	<a href="mailto:Susie_Shockley@dell.com">Susie_Shockley@dell.com</a>

#### STATE ENTITY

<b>Authorized Signature:</b>	<i>Lisa Eason</i>
<b>Printed Name and Title of Person Signing:</b>	Lisa Eason, Deputy Commissioner
<b>Date:</b>	9/20/2021
<b>Company Address:</b>	200 Piedmont Avenue, Suite 1308, West Tower Atlanta, Georgia 30334

**STATE OF GEORGIA  
STATEWIDE CONTRACT  
Attachment J  
Contract Terms and Conditions for Goods and Ancillary Services**

**A. DEFINITIONS AND GENERAL INFORMATION**

1. **Definitions.** The following words shall be defined as set forth below:

- (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
- (iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Agency and the Contractor as defined by the Statewide Contract Form and its incorporated documents.
- (iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.
- (v) **"Subcontractor"** means any and all third parties that have direct contracts with Contractor or with any other Subcontractor to perform a portion of the services under this Contract.
- (vi) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
- (vii) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFX, including any modifications or clarifications accepted by the Agency.
- (viii) **"RFX"** means the Request for Proposal, Request for Bid, or other solicitation document (and any amendments or addenda thereto) specifically identified in the Statewide Contract Form that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
- (ix) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- (xi) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFX, Contractor's Response to the RFX, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by

a Contractor to the RFX requirements or the Statewide Contract shall be incorporated by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(xii) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
4. **Reporting Requirements.** Contractor shall provide all reports required by the RFX. In addition, unless otherwise provided in the RFX, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

#### B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
3. **Contract Extension.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services.

## C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFX and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response.
2. **Product Shipment and Delivery.** All equipment and any other products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFX or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. The User Agency shall, within 30 (thirty) days of its receipt of the delivered goods and/or services either accept or reject the delivered goods and/or services in writing; otherwise, the goods and/or services shall be deemed accepted; provided hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.
3. **Title to Leased or Rented Equipment.** Unless provided otherwise in the RFX, leased or rented equipment is and shall at all times remain the sole property of the Contractor unless the User Agency exercises an option to purchase as permitted by the User Agency Lease.
4. **Care, Use and Maintenance of Leased or Rented Equipment.** User Agencies shall protect leased or rented equipment from deterioration, other than normal wear and tear, and will not use the leased or rented equipment for any purpose other than that for which it was designed. Contractor shall maintain the leased/rented equipment in good working order and will make all necessary adjustments and repairs. The Contractor shall have full and free access to the leased/rented equipment for the purpose of maintenance and repairs during the User Agencies' normal business hours and subject to the User Agencies' operational guidelines, including security regulations. The charge for such maintenance is included in the Response and any final pricing documents as incorporated into the Statewide Contract Form.
5. **Leased/Rented Equipment Return.** Unless provided otherwise in the RFX, upon termination of the User Agency Lease, Contractor must enter the premises of the User Agency and remove the leased/rented equipment. Contractor should arrange and confirm removal times with User Agencies during the User Agencies' normal business hours and subject to the User Agencies' operational guidelines, including security regulations. Contractor agrees that the cost of removal is included in the Contractor's response or other final pricing documentation as incorporated into the Statewide Contract Form.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State, and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

#### D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFX and final pricing documents as incorporated into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide 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. User Agencies are solely and individually financially responsible for their respective purchases.
2. **Billings.** If applicable, and unless the RFX provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or equipment or failed to maintain or repair the equipment as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service is performed or such equipment is delivered, maintained or repaired. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services not performed or equipment not delivered or properly maintained and repaired. To the extent that the Contractor's failure to provide services or deliver equipment in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

#### E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
  - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification

may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;

- (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or Subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
  - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
  - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
- (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
  - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
  - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
  - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
  - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
  - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or
  - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, with the exception of Force Majeure event, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within 30 days of Contractor's receipt of the Agency'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 Agency may:
- (i) Immediately terminate the Statewide Contract without additional written notice; and/or



- (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
  - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
- 4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
- 5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
  - (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
  - (ii) The Agency's duties are substantially modified.
- 6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.
- 7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:
  - (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;
  - (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
  - (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
  - (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

- (v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

## F. CONFIDENTIAL INFORMATION – DATA OWNERSHIP, PROTECTION AND LOCATION

1. **Access to Confidential Data.** The Contractor's employees, agents and Subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
  - (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
  - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
  - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
  - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and Subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall remain the property of the State at all times. Some services performed for the Agency and/or the User Agencies may require the Contractor to 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 Statewide Contract.

2. **Data Ownership. The State owns all of their data.** The private or confidential data shall remain the property of the State at all times. The Contractor will not access the data except as needed to do the work of the contract. Some services performed for the Agency and/or the User Agencies may require the Contractor to 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 Statewide Contract.

The Agency and/or User Agencies shall own all right, title and interest in its data that is related to the services provided by this contract. The Contractor shall not access Agency and/or User Agency User accounts, or Agency and/or User Agency Data, except (i) in the course of data center operations, (ii) response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the Agency and/or User Agency's written request.

3. **Data Protection. The State owns all personal information. The Contractor will protect it and will not use the data for any thing not related to the customer.**

Protection of personal privacy and sensitive personal data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of Agency and/or User Agency information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of Agency and/or User Agency information and comply with the following conditions:

- a. Personal information obtained by the Contractor shall become and remain property of the Agency and/or User Agency.
  - b. At no time shall any data or processes, which either belongs to or are intended for the use of Agency or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Agency and/or User Agency.
  - c. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
4. **Data Location.** The Contractor will not store any non-public data of the Agency and/or User Agency outside the US except to provide end user services outside the US.

Contractor will provide its services to Agency and/or User Agency and its end users solely from data centers in the U.S. Storage of Agency and/or User Agency data at rest will be located solely in data centers in the U.S. Contractor shall not allow its personnel or contractors to store Agency and/or User Agency data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor will permit its personnel and sub-contractors to access Agency and/or User Agency remotely only as required to provide technical support. Contractor will process Agency and/or User Agency data outside its US facilities only to provide services to end users of Agency and/or User Agency located outside the U.S.

5. **Non-disclosure and Separation of Duties.** The Contractor will limit staff knowledge of data and separate duties to protect the data. Non-disclosure agreements are required of Contractor staff.

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of customer data to that which is absolutely needed to perform job duties.

## G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from all third party claims and, in connection with such claims, pay any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
- (i) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or Subcontractor utilized or employed by the Contractor;
  - (ii) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;
  - (iii) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;

- (iv) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
- (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
- (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right subject to section G.4 below; or
- (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.

This indemnification shall apply notwithstanding the fact that the Indemnified Parties may be partially responsible for the situation giving rise to the claim. However, Contractor shall only be liable to the extent of Contractor's contribution to the situation giving rise to the claim. It will not be deemed Contractor's contribution if Contractor is performing as specifically directed by the Agency, except for criminal or obviously illegal acts or omissions. This indemnification shall not apply if the situation giving rise to the claim results solely from the act or omission of the Indemnified parties.

2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.
4. **Patent/Copyright Infringement Indemnification.** With respect to third party claims, Agency (or its representative) shall notify Contractor of the claim no later than thirty (30) days after the Indemnified Parties receive notice of the claim (or sooner if required by law). Notwithstanding the foregoing, the failure by Agency or its representatives to notify Contractor within thirty (30) days after the Indemnified Parties receive notice of the claim shall not relieve Contractor of its indemnification obligations unless Contractor demonstrates that it has suffered material prejudice to its defense of the claim as a result of the delay in notification. Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software or hardware constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless

Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the software or hardware is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the software/hardware;
- (ii) Replace or modify the same in such a way that (i) they become non-infringing and (ii) they substantially perform in the same manner or substantially provide the same results, or there is no material adverse effect in their overall performance; or
- (iii) If neither (i) nor (ii) is reasonably achievable, remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (a) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;
- (b) Use of the software or hardware in combination with apparatus or devices not supplied by Contractor;
- (c) Use of an allegedly infringing version of the materials and/or services, if the alleged infringement could have been avoided by the use of a different version made available to the Indemnified Party at no additional cost;
- (d) Use of the software or hardware in a manner for which the same was neither designed nor contemplated;
- (e) Any modification to hardware made by User Agency; or
- (f) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

- 5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

## H. INSURANCE

Contractor shall provide all insurance as required by the RFX.

## I. BONDS

The Contractor shall provide all required bonds in accordance with the terms of the RFX and as stated in the Statewide Contract Form.

## J. WARRANTIES

1. **Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or Subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or Subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
2. **Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.
3. **RESERVED**
4. **Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.
5. **Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
6. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any

right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

7. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.
9. **RESERVED**
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFX. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.
11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

#### K. **PRODUCT RECALL**

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

#### L. **CONTRACT ADMINISTRATION**

1. **Order of Preference.** In the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFX (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 Statewide Contract Terms and Conditions.
  - (ii) Second, by giving preference to the specific provisions of the RFX.

- (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 Agency in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.
2. **Intent of References to Bid Documents.** The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFX and the Contractor's Response. The failure of the parties to make reference to the terms of the RFX or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFX and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.
  3. **Compliance with the Law.** The Contractor, its employees, agents, and Subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as Subcontractors or contractors. The Contractor, its employees, agents and Subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract.
  4. **Implementation of Requirements of Senate Bill 327 (Passed during 2016 Georgia Legislative Session):** The Contract is amended to include the following new certification: Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract, including any renewals or extensions thereof, not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.
  5. **Drug-free Workplace.** The Contractor hereby certifies as follows:
    - (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
    - (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
    - (iii) Contractor will secure from any Subcontractor hired to work on any job assigned under this Statewide Contract 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 Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:



- (i) Contractor has made false certification here in above; or
  - (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
6. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.
7. **Third Party Beneficiaries.** There are no third-party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State and the Contractor.
8. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
9. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

10. **Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
11. **Use of Third Parties.** Except as may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all Subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the Subcontractors. Any contract with a Subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a Subcontractor from the Statewide Contract for good cause.
12. **Sub- Contractor Disclosure.** The Contractor will disclose all Subcontractors. The Contractor shall identify all of its strategic business partners related to services provided under this contract, including but not limited to, all Subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, who will be involved in any application development and/or operations.
13. **Background Checks.** The Contractor will perform background checks on staff including Subcontractors. The Contractor will not use staff that has criminal convictions. The Contractor shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony. The Contractor shall promote and maintain an awareness of the importance of securing the Agency and/or User Agency's information among the Contractor's employees and agents.
14. **Right to Remove Individuals:** The Agency and/or User Agency may have the Contractor remove staff directly related to services of this contract. The Agency shall have the right at any time to require that the Contractor remove from interaction with Agency and/or User Agency any Contractor representative who the Agency believes is detrimental to its working relationship with the Contractor. The Agency will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Agency signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the Agency's consent.
15. **Change Control and Advance Notice.** The Contractor will notify the Agency and/or User Agency of upgrades and maintenance. Advance notice (to be determined at contract time) shall be given to the Agency and/or User Agency of any major upgrades or system changes that the Contractor will be performing. A major upgrade is a replacement of hardware, software or firmware with a newer or better version, in order to bring the system up to date or to improve its characteristics and usually includes a new version number.
16. **Integration.** The Statewide Contract represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Statewide Contract.

17. **Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
18. **Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, Subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any Subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
19. **Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
20. **Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.
21. **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
22. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:
- (i) At the time it is actually received; or,
  - (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
  - (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.
- From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
23. **Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is

exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

24. **Severability.** If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.
25. **Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.
26. **Authorization.** The persons signing this Statewide Contract represent and warrant to the other parties that:
  - (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
  - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
27. **Successors in Interest.** All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
28. **Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
29. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been

employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

30. **Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
31. **Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
32. **Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its Subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
33. **Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
34. **Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized Subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated herein by reference.
35. **Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
36. **Delay or Impossibility of Performance.** Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a Subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.
37. **Limitation of Contractor's Liability to the State.** Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed \$1,000,000 or the total amount paid to Contractor for the performance under this Statewide Contract for:

- (i) The product;
- (ii) Support during the period of a material breach up to a maximum of twelve (12) months; or
- (iii) The professional service;

that in each case is the subject of the claim or whichever is greater.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported.

Nothing in this Section 37 shall limit or affect Contractor's liability arising from claims brought by any third party nor Contractor's liability for personal injury damages or property damage.

- 38. **Obligations Beyond Contract Term.** The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.
- 39. **Counterparts.** The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 40. **Further Assurances and Corrective Instruments.** The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.
- 41. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor.

Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other Contractor.

**State of Georgia  
Statewide Standard Contract Form**

Solicitation Title <b>Enterprise Infrastructure</b>	Solicitation Number <b>99999-SPD0000139</b>	Contract Number <b>99999-001-SPD0000139-0001</b>
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1. This Contract is entered into between the Agency and the Contractor named below:

Agency's Name  
**Department of Administrative Services** (hereafter called Agency)

Contractor's Name  
**DELL MARKETING L.P.** (hereafter called Contractor)

2. Contract to Begin: **NOVEMBER 9, 2018** Date of Completion: **NOVEMBER 8, 2021** Renewals: **7 ANNUAL RENEWALS**

3. Performance Bond, if any: \_\_\_\_\_ Other Bonds, if any: \_\_\_\_\_

4. Authorized Person to Receive Contract Notices for Agency: \_\_\_\_\_ Authorized Person to Receive Contract Notices for Contractor: \_\_\_\_\_

5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:

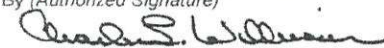
Attachment 1: <b>Statewide Contract for Goods and Ancillary Services</b>
Attachment 2: <b>Solicitation (referenced above)</b>
Attachment 3: <b>Contractor's Final Response (Attachments B, C, D, E, G, H, I)</b>

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. Contractor

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

**Dell Marketing L.P.**

By (Authorized Signature) 	Date Signed <b>8/27/2018</b>
--	---------------------------------

Printed Name and Title of Person Signing  
**Charles L. Wilkinsow, Public Contracts Manager**

Address  
**One Dell Way, MS RR8-35, Round Rock, TX 78682**

7. Agency

Agency Name  
**Department of Administrative Services**

By (Authorized Signature) 	Date Signed <b>Nov. 8, 2018</b>
--	------------------------------------

Printed Name and Title of Person Signing  
**Janet Pytelewski, Deputy State Purchasing Officer**

Address  
**200 Piedmont Ave, Suite 1308 West Tower Atlanta GA**

**30334**



# Statewide Contract Information Sheet

<b>Statewide Contract Number</b>	99999-001-SPD0000139-0001	<b>NIGP Code</b>	20491, 20591, 20600, 20687, 20689, 20987, 91767, 92047, 96258
<b>Name of Contract</b>	Enterprise Infrastructure		
<b>Effective Date</b>	November 9, 2018	<b>Expiration Date</b>	November 8, 2022
<b>Contract Table of Contents</b>			
<b>Suppliers Awarded</b>	7	<b>Contract Information</b>	<b>Mandatory Contract</b>
<b>Contract Information for Supplier</b>			<b>Page Number</b>
			2
<b>Additional Contract Information</b>			
<a href="#"><u>General Contract Information</u></a>			3
<a href="#"><u>Contract Renewals/ Extensions/ Changes</u></a>			4
<a href="#"><u>DOAS Contact Information</u></a>			5





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# Supplier Information Sheet

Contract Information	
<b>Statewide Contract Number</b>	<b>99999-001-SPD0000139-0001</b>
<b>PeopleSoft Supplier Number</b>	<b>0000015689</b>
Supplier Name & Address	
Dell Marketing L.P. One Dell Way Round Rock, TX 78682	
Contract Administrator	
Katherine Dunay Contract Program Manager <a href="mailto:Katherine.dunay@dell.com">Katherine.dunay@dell.com</a> Phone: (512) 723-0818	
Contact Details	
<b>Ordering Information</b>	Katherine Dunay Contract Program Manager <a href="mailto:Katherine.dunay@dell.com">Katherine.dunay@dell.com</a> Phone: (512) 723-0818
<b>Remitting Information</b>	Dell Marketing L.P. - c/o Dell USA L.P. P.O. Box 534118 Atlanta, GA 30353
<b>Discounts</b>	<a href="#">(see cost sheet)</a>
<b>Payment Terms</b>	Net 30 Days



<b>Bid Offer includes</b>	State and Local Government
<b>Acceptable payment method</b>	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.

**General Contract Information**

DOAS competed and awarded the Statewide Contracts for Enterprise Infrastructure by Category. The Categories of Enterprise Infrastructure that each supplier’s contract award includes are identified on the Information Sheet for the Supplier.

Manufacturers submitted proposals to provide Server and Storage equipment and related services at a percentage discount off manufacturer’s suggested retail price (MSRP) as shown on the cost sheet for the relevant supplier and category. The suppliers responding to the Post Warranty Maintenance category provided discounts off support service costs.

All discounts shown are minimum discounts, and suppliers may provide additional or deeper discounts to state and local agencies under the Statewide Contract.

Agencies should ask for “Academic pricing” if they are obtaining quotes for schools, colleges or administrative offices of educational organizations. The discounts available may differ depending on the type of academic organization; academic organizations receive significantly lower prices or significantly deeper discounts from many hardware manufacturers.

Agencies must place purchase orders prior to acquiring hardware or services.

**CATEGORY DESCRIPTION**

Category 1: Servers – Rackmount and Blade and related professional services

Category 2: Storage – DAS, iSCSI, NAS, FCS and AAS and related professional services

Category 3: Post Warranty Maintenance – Support services for servers and storage no longer supported under manufacturer warranties.



## **AWARDED CATEGORIES (Dell)**

**This supplier has been awarded the following category(ies):**

**Category 1: Servers – Rackmount and Blade and related professional services**

**Category 2: Storage – DAS, iSCSI, NAS, FCS and AAS and related professional services**

## **ORDERING INSTRUCTIONS**

**Statewide Contract ID:** 99999-001-SPD0000139-0001 – Dell Marketing

### **How to Purchase**

1. Complete list of products requiring coverage
2. Review the Supplier's Cost Sheet
3. Contact Supplier & request a quote under the SWC
4. Issue a Purchase Order (PO). Please remember to include the SWC ID No (see above).

**NOTE:** If you are required to issue a PO each fiscal year you must indicate the original contract number and lease number that was in effect at that time

5. Purchase Orders are written out to Dell Marketing L.P.
6. To place an order, submit purchase orders to [Dell\\_Commercial\\_Orders@dell.com](mailto:Dell_Commercial_Orders@dell.com). The fax number is 866-493-7809.

### **How to Pay:**

This item should be purchased using either a Purchase Order or a Procurement Card (P-card). For more information regarding how to obtain or use a P-card, Contact the State Cards Program Manager at [cardprograms@doas.ga.gov](mailto:cardprograms@doas.ga.gov)

For detailed P-card Information, [click here](#) to visit the State's P-card web site.



## DOAS Contact Information

**Donnie Treadway**

Contract Management Specialist  
donnie.treadway@doas.ga.gov  
404.463.0824

For Team Georgia Marketplace question(s)

**Procurement Help Desk**

Telephone: (404) 657-6000  
Email: [procurementhelp@doas.ga.gov](mailto:procurementhelp@doas.ga.gov)



## Changes/Renewals/Extensions

Renewal# 1 has been processed from November 9, 2021 - November 8, 2022



## AGENDA ITEM

### Emergency Management

**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 429/2022

**SUBJECT:** Approve the purchase of software and services for the re-hosting of Computer Aided Dispatch (CAD) services for Central Communications/911 with TriTech Software Systems of Lake Mary, FL, in the amount of \$57,915.00.

**Meetings:**

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

**Executive Summary:**

**Presenter:** AL  
**Recommendation:** Trittech Software System

**Purpose of Request:** Approve the purchase of goods and services for the re-hosting of CAD services for 911

**History:** Trittech Software System has hosted this in the past. They are in good standing within the County.

**Facts and Issues:** The purchase of these goods and services are for the hosting of the CAD services for 911.

**Options:**

<b>Funding Requested</b>	\$ 57,915.00
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Capital Projects
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

**Approvals:**

Buyer	submit	approve	Purchasing
DH	CR	CR	AP

<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
EW	WG	WLI	LJ
<b>Clerk</b>			
JR			

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**Attachments:**

Financial Supplement  
Sales Order



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

**AGENDA ITEM 429/2022**

**Funds Requested:** \$ 57,915.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Capital Projects

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2023	005 - CAPITAL PROJECTS	522 - ENHANCED 911 CAPITAL	6008 - COMPUTERS/SOFTWARE	\$57,915.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** AL

**Phone:** 770-536-8812





**SALES ORDER  
PURSUANT TO EXISTING AGREEMENT**

This Sales Order is intended as a binding Agreement between Hall County, GA (“Client”) and TriTech Software Systems, a CentralSquare Technologies company (“TriTech”), and shall be effective as of the date of the last signature herein.

**Quote Number:** Q-94747 is attached to this Sales Order as Exhibit “A”. The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

**Payment Terms.**

**Services**

- 50% due upon execution of this Sales Order
- 50% due upon completion of Services

Payment due in full 30 days from date of invoice.

**Master Agreement.** This Sales Order shall be governed by the terms and conditions of the existing Agreement between the parties, more specifically described as: System Purchase Agreement dated and signed August 17<sup>th</sup>, 2016 (the “Master Agreement”). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

**Purchase Order.** Customer may provide TriTech with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer’s accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties’ relationship and this Sales Order. Any such purchase order provided to TriTech shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay TriTech in a timely fashion.

**Acceptance of Order Terms.** By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

Signature Page to Follow

<b>TriTech Software Systems</b>	<b>Hall County, GA</b>
1000 Business Center Dr. Lake Mary, FL 32746	P.O. Drawer 1435 Gainesville, GA 30503
By: <i>Dan Maier</i> <small>DocuSigned by: E4124F28B4F5410</small>	By:
Print Name: Dan Maier	Print Name:
Print Title: CRO	Print Title:
Date Signed: 7/21/2022	Date Signed:

**Exhibit A**  
(Attached)

**Quote prepared on:**

June 28, 2022

**Quote prepared by:**

Bryan Shanley

bryan.shanley@centralsquare.com

**Quote #:** Q-94747**Primary Quoted Solution:** PSJ Enterprise**Quote expires on:** September 16, 2022**Quote prepared for:**

Amanda Letson

Hall County 911 Dispatch

2875 Browns Bridge Road

Gainesville, GA 30504

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
1. Public Safety GIS/Analytics Services - Fixed Fee	2,340.00
2. Public Safety Project Management Services - Fixed Fee	9,555.00
3. Public Safety Technical Services - Fixed Fee	46,020.00
<b>Services Total</b>	<b>57,915.00 USD</b>

## QUOTE SUMMARY

<b>Services Subtotal</b>	<b>57,915.00 USD</b>
--------------------------	----------------------

<b>Quote Subtotal</b>	<b>57,915.00 USD</b>
-----------------------	----------------------



Quote prepared on:

June 28, 2022

Quote prepared by:

Bryan Shanley

bryan.shanley@centralsquare.com

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<b>Quote Total</b>	<b>57,915.00 USD</b>
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## WHAT ARE THE RECURRING FEES?

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TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance. Renewal invoices will include this total plus any applicable uplift amount as outlined in the relevant purchase agreement.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

## BILLING INFORMATION

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Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

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**MORE INFORMATION AT [CENTRALSQUARE.COM](https://www.centralsquare.com)**



**Quote prepared on:**

June 28, 2022

**Quote prepared by:**

Bryan Shanley

bryan.shanley@centralsquare.com

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## **PURCHASE ORDER INFORMATION**

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: \_\_\_\_\_

Initials: \_\_\_\_\_



## Summary of Services

### Project: Hall County, GA, Enterprise Rehost.

The parties mutually agree and acknowledge this Summary of Services is a high-level overview of the project requested, not a detailed requirements or design of solution.

### Project Scheduling

Parties agree a schedule will be provided for services within sixty (60) days from the execution of the above quote number.

### Change Requests

The parties may request a change to this summary of services, to increase hours or deliverables, through a written request to the CentralSquare project manager or resource.

### Services Scope of Project

The project includes the following scope of services.

The following Servers will be rehosted from their current Operating Systems and SQL Server Versions to the latest supported Operating Systems and SQL Server versions for the products:

Server Name	Function	Environment	Notes
APP-GISLINK-01	GIS Link	Production	
PRODBROWSER	CAD Browser	Production	
PRODINFORMCAD	CAD Server\SQL	Production	
PRODMOBILE	Mobile – Server	Production	
PRODMOBILEINT1	Mobile - Interface Server	Production	Migrate to Mobile Server
PRODMOBILEINT2	Mobile - Interface Server	Production	Migrate to Mobile Server
PRODPTT	CAD - Interface Server	Production	PTT
PRODROUTING1	Routing Server	Production	
PRODSQLRPT1	CAD Archive	Production	
PRODSTINT1	CAD - Interface Server	Production	
PRODSTINT2	CAD - Interface Server	Production	ANIALI, Paging, One Solution RMS, Sungard RMS, Firehouse RMS, Zoll RMS
PRODSTINT3	CAD - Interface Server	Production	Distinct RPC
PRODTTMS	TTMS	Production	
PRODWEB	CAD – Web Server	Production	
TESTINFORMCAD	CAD Server\SQL	Test	
TESTMOBILE	Mobile - Server	Test	
TESTSTINT1	CAD - Interface Server	Test	
TESTWEB	CAD – Web Server	Test	
TRAININFORMCAD	CAD Server\SQL	Train	



TRAINMOBILE	Mobile - Server	Train	
TRAINSTINT1	CAD - Interface Server	Train	
TRAINWEB	CAD – Web Server	Train	

CentralSquare will host a planning meeting between the Technical Services staff and the Client's subject matter experts (IT staff, Operations staff and/or Client Project Manager). CentralSquare will provide a detailed plan for the rehost operation and review with the Client.

CentralSquare will perform verification on all servers once the Client has created and provided access to them. CentralSquare will install SQL Server on new servers which require SQL Server. CentralSquare will install CentralSquare applications on the new servers and migrate some configuration prior to Go Live.

Central Square Technical Services Engineer (Interface Systems Engineer) to test all interfaces in staging environment prior to Go Live. This assumes the third parties have available end points for testing.

CentralSquare in conjunction with the client will migrate each new server into production in turn according to the project plan developed as part of the project. CentralSquare will migrate databases to the new SQL Instances as part of this operation. CentralSquare will migrate configuration and Interfaces as part of this operation.

CentralSquare Technical Services Engineer to update CentralSquare documentation with all new Operating System, SQL version and configuration data.

**Note** for Disaster Recovery SQL Server protected systems the SQL Server version of Production must match the SQL Server version of the DR site.

**Note:** In some cases, SQL Server versions must match between certain server groups – example of these being SQL Replication partners, SQL Server versions per product across installed instances (i.e., Production and Test must match for refresh purposes), SQL Server versions for integrated products within a product line (i.e., Enterprise Classic and Enterprise Web RMS), SQL Cluster nodes\Availability Groups.

**Note** - Product upgrades may be required to move to the latest supported Operating System and SQL Server versions. For older versions of software on 32-bit operating systems, or for certain version upgrades there is the potential for multiple rehost and upgrade operations to migrate to the latest supported Operating System and SQL Version.

**Note** - Active Directory, Jump Servers and Hypervisor servers are not included in this scope unless explicitly contracted for. It is expected that these will be migrated or replaced by the Client.

### Assumptions and Client Responsibilities

- Implementation will be carried out remotely during CentralSquare's regular business hours unless specifically noted in Services Scope.
- Services are proposed for delivery during normal business hours. To ensure the success of every project and availability of support resources from Central Square and various third party vendors, which vary from site to site, certain limitations are imposed, and a specific definition of business hours is defined. For the purpose of





scheduling such activities, business hours are defined as 9am-5pm EST, Monday thru Friday, excluding holidays. Services outside of normal business hours shall be scheduled between the hours of 5pm EST Monday and be completed no later than 5pm EST Thursday and incurs additional costs. Delivery of all services will be scheduled to avoid all client, Central Square and/or nationally recognized holidays.

- Client to supply hardware, virtualization software, Operating System licensing, SQL Server licensing and licensing of any other third party hardware or software not specifically listed in the quote or Services Scope.
- Client to install hardware, create virtual machines and install Operating Systems unless specified as a CentralSquare or partner responsibility in the quote or Services Scope.
- Client will maintain remote connectivity to the site either through CentralSquare's preferred remote connectivity solution, or a mutually agreed upon alternative.
- CentralSquare staff will be permitted console access to all servers.
- CentralSquare staff will be permitted SQL administrator access to all database instances.
- Client will adhere to minimum specifications and disk space recommendations and guidelines as documented in the System Planning Guide and the client-specific specifications documented by the CentralSquare project team as a project artefact.
- Client to ensure any client-installed third party software (for example utilities for backups, antivirus) are certified to operate on the new operating system.
- Client will be responsible for any physical connections to the servers such as serial interface connections.
- Client to run all Windows Critical and Important Updates on all new servers.
- Client to add all servers to the Client's domain and ensure the CentralSquare Console account has local administrative rights on all servers.
- During the staging process no new builds or configuration changes are recommended in any environment to be rehosted. If necessary, changes are to be coordinated through the Project Manager as well as Client Support. Some changes may require a Change Order to the project.

### Project Management

Even in smaller, less complex projects, there needs to be a point of contact and someone driving a project to successful completion. CentralSquare's Implementation Methodology ensures a project has the right amount of oversight needed to successfully complete the work, no more no less. A CentralSquare Project Manager will be your point of contact for the scoped work with you to develop a timeline to meet your needs, drive the timeline to completion, work to resolve any issues that may arise during the life of the project, all while keeping you up to date so you have the peace of mind your project is on track for a successful completion.

### Professional Services

Throughout the course of the project, CentralSquare will use several types of services (defined herein) to complete the necessary steps for successful deployment of the contracted services. The overall services aligned to implementation include Consulting Services, Technical Services, Data Conversion Services, Training Services, and in some cases, Installation Services.



## AGENDA ITEM

### Fire Rescue

**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 421/2022

**SUBJECT:** Approve the sole source purchase of four (4) X Series Advanced Monitors/Defibrillators for Fire Rescue to ZOLL Medical Corporation of Chelmsford, MA, in the amount of \$146,139.28.

#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** CCA  
**Recommendation:** ZOLL Medical Corporation

**Purpose of Request:** Approve the sole source purchase of four (4) X Series Advanced Monitors/Defibrillators for Fire Rescue to ZOLL Medical Corporation of Chelmsford, MA, in the amount of \$146,139.28.

**History:**

**Facts and Issues:** These devices are required by the State on all advanced life support ambulances. ZOLL is a sole source vendor for the monitors.

**Options:**

<b>Funding Requested</b>	\$ 146,139.28
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Capital Projects
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

**Approvals:**

Buyer	submit	approve	Purchasing
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<b>Buyer</b>	<b>submit</b>	<b>approve</b>	<b>Purchasing</b>
DH	CA	CA	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
EW	WG	WLI	LJ
<b>Clerk</b>			
JR			

**Attachments:**

- Financial Supplement
- Zoll sole source letter
- Zoll sole source justification letter
- Zoll quote



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

**AGENDA ITEM 421/2022**

**Funds Requested:** \$ 146,139.28

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Capital Projects

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2023	009 - EMERGENCY SERVICES	524 - E.M.S.	6007 - OTHER EQUIPMENT	\$146,139.28

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** CCA

**Phone:** 470-623-7129



269 Mill Road  
Chelmsford, Massachusetts 01824-4105  
978-421-9655 (main)  
978-421-0025 (fax)  
www.zoll.com

July 14, 2022

Hall County Fire Rescue  
470 Crescent Drive  
Gainesville, GA 30501

Dear Chief Christie Grice,

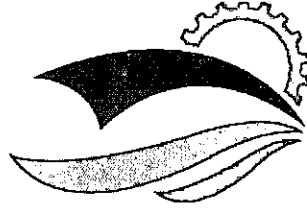
We appreciate your selection of ZOLL® products for Hall County Fire Services. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® Advanced Monitor Defibrillators for the EMS Market. ZOLL® or Marcus Russell, Territory Manager, will not sell an X Series® Advanced Monitor Defibrillator to Hall County Fire Rescue, through any vendor or dealer.

Should you have any questions or require additional information please contact me at 800-348-9011 x 9657

Sincerely,

A handwritten signature in cursive script that reads "Nancy Branco". The signature is written in black ink and is positioned above the typed name.

Nancy Branco  
Local Contracts Specialist



# HALL COUNTY G E O R G I A

## Sole-Source/Brand Justification

### Request Submitted By

<b>Name:</b>	Jerry Smith
<b>Job Title:</b>	Asst. Chief
<b>Department:</b>	Fire/EMS
<b>E-Mail Address:</b>	jesmith@hallcounty.org
<b>Date of Request:</b>	10/18/2021

### Request Details

**Sole-Source:** Any contract entered into without a competitive solicitation process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements of the County.

**Sole-Brand:** A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

*Identify efforts made to locate other possible sources.*

Request the purchase of Zoll cardiac monitors/defibrillators. These devices are required by the State on all advanced life support ambulances. These devices have been approved in the FY23 CIP.

**Desired Supplier Name:** Zoll Medical Corporation

**Desired Supplier Email:** mruessell@zoll.com

**Desired Supplier Phone Number:** 678-542-7344

### Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

Cardiac monitors/defibrillators are devices to monitor, analyze, and treat heart rhythms in patients. These are high risk liability devices that are closely monitored by the FDA. The department has obtained a quote for four (4) devices with accessories and a trade in of four (4) older units, for a total cost of \$146,139.28

**Exclusive Capability: Justifying a Sole Source/Sole Brand**

**Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).**

In a concerted effort to maintain continuity, the department has standardized to Zoll cardiac monitors/defibrillators. The department currently has 28 units in service and spare. All employees are trained on this unit. Due to life-safety concerns, only one type of cardiac monitor/defibrillator is utilized department wide. This assures the employee is familiar with the equipment regardless of which ambulance they are assigned. In addition, the supplies used for this device is interchangeable with the department's AEDs and with devices used in the community's health facilities. This allows a more efficient inventory as the department does not have to stock multiple brands of supplies needed (pads, cables, sensors, etc). These monitors interface with our patient care software (Zoll) to import device records into the patient care report.

**Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.**

Zoll cardiac monitors/defibrillators are only sold by the manufacturer. Zoll does not provide equipment through any dealer or other vendor.

**Letter from Original Equipment Manufacturer (required):**

**Attached**



Purchasing Use Only

Buyer:

Debra HAWINGTON

Buyer E-Mail Address:

dhawington@hallcounty.org

Buyer Telephone:

770-535-8263

Contract #:

Contract Name:

If publicly solicited, number of protests:

Outcome:

Choose One

Bid # (if competitively bid):

Purchase Order #:



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Quote No: Q-34923 Version: 3

Hall County Fire Services EMS  
 470 Crescent Drive  
 Gainesville, GA 30501

ZOLL Customer No: 7905

Bobby Ogletree  
 (770) 530-5164  
 bogletree@hallcounty.org

Quote No: Q-34923  
 Version: 3

Issued Date: July 8, 2022  
 Expiration Date: September 1, 2022

Terms: NET 30 DAYS

FOB: Shipping Point  
 Freight: Free Freight

Prepared by: Marcus Russell  
 EMS Territory Manager  
 mrussell@zoll.com  
 +1 6785427344

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	949804	601-2231112-01	<p><b>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View</b></p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru @ CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 &amp; SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	4	\$48,971.00	\$37,841.36	\$151,365.44
2		8000-001128	<b>Accuvent Flow Tube (Box of 10)</b>	4	\$708.00	\$580.56	\$2,322.24



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011

Fax: (978) 421-0015

Email: esales@zoll.com

Hall County Fire Services EMS  
 Quote No: Q-34923 Version: 3

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
3	949804	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	4	\$278.00	\$200.90	\$803.60
4	949804	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	4	\$957.00	\$676.00	\$2,704.00
5	949804	8000-0580-01	Six hour rechargeable Smart battery	4	\$572.00	\$421.00	\$1,684.00
6		8000-000393-01	X Series Carry Case, Premium	4	\$385.00	\$385.00	\$1,540.00
7		6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group) See Trade Unit Considerations.	4		(\$7,000.00)	(\$28,000.00)
8	949804	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	2	\$3,073.00	\$2,196.84	\$4,393.68
9		8000-001128	Accuvent Flow Tube (Box of 10)	8	\$708.00	\$580.56	\$4,644.48
10		8000-000993	Accuvent Flow Sensor Connector	4	\$358.00	\$293.56	\$1,174.24
11	949804	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	4	\$957.00	\$676.00	\$2,704.00
12	949804	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	4	\$278.00	\$200.90	\$803.60

Subtotal: \$146,139.28

Total: \$146,139.28

Contract Reference	Description
949804	Reflects GPO Npp 2020 - Contract No. PS20200 contract pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in NPP 2020 - Contract No. PS20200 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations
Trade-In values valid through September 1, 2022 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.



**ZOLL Medical Corporation**

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Chelmsford, MA 01824-4105  
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Phone: (800) 348-9011  
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Email: [esales@zoll.com](mailto:esales@zoll.com)

Hall County Fire Services EMS  
Quote No: Q-34923 Version: 3

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <https://www.zoll.com/about-zoll/invoice-terms-and-conditions> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

1. This Quote expires on September 1, 2022. Pricing is subject to change after this date.
2. Applicable tax, shipping & handling will be added at the time of invoicing.
3. All purchase orders are subject to credit approval before being accepted by ZOLL.
4. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
5. All discounts from list price are contingent upon payment within the agreed upon terms.
6. Place your future accessory orders online by visiting [www.zollwebstore.com](http://www.zollwebstore.com).

**Order Information (to be completed by the customer)**

- Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)
- Taxable Entity (Applicable tax will be applied at time of invoice)

BILL TO ADDRESS	SHIP TO ADDRESS
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

- Yes    PO Number: \_\_\_\_\_    PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)
- No    (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

**Hall County Fire Services EMS**

Authorized Signature:

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



## AGENDA ITEM

### Planning and Development

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**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 402/2022

**SUBJECT:** Application of Rochester & Associates, LLC to rezone from Light Industrial (I-I) to Residential-I (R-I) on a 2.06± acre tract located on the west side of Youngblood Road approximately 416 feet from its intersection with Winder Highway; a.k.a. 4740 Youngblood Road; Zoned I-I; Tax Parcel 15037A000031(pt.). Proposed use: single family residence. Commission District 1.

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#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** RD

**Recommendation:**

Approved, with conditions: 1. The property shall be developed as generally depicted on the site plan. 2. The property owner shall coordinate with Hall County Public Works to ensure proper easements are in place for the continued maintenance of the detention pond. 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 appear on any plat recorded for this property.

**Purpose of Request:**

Application of Rochester & Associates, LLC to rezone from Light Industrial (I-I) to Residential-I (R-I) on a 2.06± acre tract located on the west side of Youngblood Road approximately 416 feet from its intersection with Winder Highway; a.k.a. 4740 Youngblood Road; Zoned I-I; Tax Parcel 15037A000031(pt.). Proposed use: single family residence. 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:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
AD	RD	EW	WG
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	
WLI	LJ	JR	

**Attachments:**

- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Maps
- Legal Description
- 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:** July 20, 2022

**Subject:** Application of Rochester & Associates/Doug Magnus to rezone from Light Industrial (I-I) to Residential-I (R-I) on a 2.06± acre tract located on the west side of Youngblood Road approximately 416 feet from its intersection with Winder Highway; a.k.a. 4740 Youngblood Road; Zoned I-I; Tax Parcel 15037A000031(pt.). Proposed use: single family residence. Commission District 1.

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Application of Rochester & Associates/Doug Magnus to rezone from Light Industrial (I-I) to Residential-I (R-I) on a 2.06± acre tract located on the west side of Youngblood Road approximately 416 feet from its intersection with Winder Highway; a.k.a. 4740 Youngblood Road; Zoned I-I; Tax Parcel 15037A000031(pt.). Proposed use: single family residence. Commission District 1.

At their July 5, 2022 meeting, the Hall County Planning Commission voted to recommend approval (3-0) of this request with the following four (4) conditions:

1. *The property shall be developed as generally depicted on the site plan.*
2. *The property owner shall coordinate with Hall County Public Works to ensure proper easements are in place for the continued maintenance of the detention pond.*
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 appear on any plat recorded for this property.*

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 July 5, 2022.

There have been no changes to the request since the Planning Commission took action.



**HALL COUNTY PLANNING COMMISSION  
RECOMMENDATION REPORT**

**Applicant** ..... Rochester & Associates/Doug Magnus

**Request** ..... Rezone from Light Industrial (I-I) to  
Residential I (R-I)

**Proposed Use** ..... Single family residence

**Size** ..... 2.06± acres

**Zoning** ..... I-I

**Location** ..... On the west side of Youngblood Road  
approximately 416 feet from its intersection  
with Winder Highway; a.k.a. 4740  
Youngblood Road; Tax Parcel  
15037A000031 (pt.).

**Commission District** ..... One

**Planning Commission Date** ..... July 5, 2022

**Staff Recommendation** ..... **Approval, with conditions**

---

**Planning Commission Recommendation: Approval, with conditions**  
**Vote: 3-0 (Pilcher and Bell absent)**

**Conditions:**

1. *The property shall be developed as generally depicted on the site plan.*
2. *The property owner shall coordinate with Hall County Public Works to ensure proper easements are in place for the continued maintenance of the detention pond.*
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 appear on any plat recorded for this property.*

## **Applicant Proposal**

The applicant is requesting approval to rezone 2.06 acres from Light Industrial (I-I) to Residential I (R-I) for the purpose of constructing a single family residence. The narrative submitted by the application states that the proposed residence will be connected to Hall County sanitary sewer and City of Gainesville water. The residence will be occupied by a designated employee or caretaker of the Magnus Estate, the property owner.

The applicant's narrative states that the property has been subdivided from a larger 5± acre parent parcel. The parent tract totals 2.968 acres in size, zoned Light Industrial (I-I) and is developed with three (3) businesses. A plat has been recorded reflecting the subdivision in Plat Book 881, Page 354.

## **History and Existing Land Uses**

The subject property is approximately 2.06± acres and zoned Light Industrial (I-I). The property is currently developed with a detention pond at the front of the property near Youngblood Road, which provides stormwater management for the adjacent businesses, and a sanitary sewer line and easement along the rear of the property. The property is otherwise undeveloped.

The adjacent parcel to north is zoned Agricultural Residential III (AR-III). Properties to the west of the subject parcel are zoned Residential I (R-I). To the south is the parent parcel, zoned I-I. Across Youngblood Road to the east are properties zoned both R-I and AR-III. At the intersection of Youngblood Road and Winder Highway is an undeveloped Highway Business (H-B) zoned parcel, which was rezoned for an office use in 2019.

## **Comprehensive Plan Land Use Designation**

The Comprehensive Plan's future land use designation for the subject parcel is "Residential." 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

The request is consistent with the Comprehensive Plan.

## **Development Support and Constraints**

Hall County Environmental Health

In an email dated June 15, 2022 Emily McGahee stated “Connection to public sewer required”

Hall County Fire Services

No comments were provided as part of this request.

Per Hall County GIS, the subject parcel is located approximately 1.3 miles from Hall County Fire Station #12, located at 4890 Winder Highway. There are no fire hydrants along Youngblood Road.

Hall County Public Works and Utilities

In a memo dated June 16, 2022, from Srikanth Yamala, Director of Public Works and Utilities, the following comments were provided:

Engineering

Show Hall County studied flood zone. Show stream and impervious setback from wretched vegetation not centerline of stream.

Traffic Engineering No comment.

Utilities

Hall County sewer district.

The applicant has submitted a letter from Bill Nash, Assistant Director of Public Works and Utilities, confirming sewer availability for the proposed residence.

Hall County Tax Assessors No comments were provided.

Gainesville Water Resources

The applicant has submitted a letter from Nick Swafford, Permitting Services Manager, from the City of Gainesville Water Resources Department, confirming the availability of residential water service for the proposed residence.

Georgia Department of Transportation

Per an email dated June 16, 2022, Parker Niebauer, District 1 Traffic Operations Supervisor, confirmed that this project will not require GDOT coordination.

**Zoning Analysis**

- The proposed rezoning request is consistent with the Comprehensive Plan, as it is less dense than the lot density requirement within the “Residential” land use designation.
  - The proposed lot is 2.06 acres in size and will contain one single family residence. This use is less dense than the lot density of 2 units per acre for the residential land use designation.

- §17.240.010 of the Official Code of Hall County designates lots within the R-I zoning districts with a public water supply to be a minimum of 35,000 square feet in size.
  - The proposed lot is 2.06 acres in size. This standard is met.
- §17.240.010 of the Official Code of Hall County designates lots within R-I zoning districts to have a minimum 50 feet of lot frontage when along local roadways. Youngblood Road is designated a local roadway.
  - The lot has 323.09 feet of frontage along Youngblood Road. This standard is met.
- §17.60.010 of the Official Code of Hall County lists permitted uses with R-I district as: sitebuilt 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; churches and other places of worship, but excluding cemeteries; county uses including parks and playgrounds, but excluding cemeteries; substations for electrical transformers, gas regulators and telephone subscriber carrier sites; family day care home; community residences; home occupations; and transient occupancy of a vacation home.
- The site plan depicts a detention pond on the southeast portion of the property. It appears that this is part of the stormwater management system for the adjacent Light Industrial zoned property.
- There is a stream located along the northern property line. The site plan depicts a 50 foot undisturbed stream buffer and a 75 foot impervious setback.
  - The proposed residence and other site developments are not located within either the buffer or impervious setback.
- The northern portion of the property contains the Hall County Future Flood area.
  - No development or improvements are proposed within the flood area.
- The applicant's narrative indicates that the residence will be occupied by a caretaker or employee of the Magnus Estate.

### **Staff Recommendation**

Staff recommends **approval** of the applicant's request with the following conditions:

1. The property shall be developed as generally depicted on the site plan.
2. The property owner shall coordinate with Hall County Public Works to ensure proper easements are in place for the continued maintenance of the detention pond.
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 appear on any plat recorded for this property.

#### **Excerpts from the minutes of the July 5, 2022 meeting**

##### **Applicant’s Presentation:**

**Randi Doveton, Planning Director**, presented a summary of the request.

**Kedrick Scott, 425 Oak Street, Gainesville**, presented the request. The applicant stated that the surrounding zoning is AR-II and R-I. The applicant stated that the residence will be in compliance with all buffer setbacks as well as building line setbacks. The applicant stated that there is a sewer line that extends across the property which it can connect onto.

##### **Public Forum:**

*There were no comments in support or opposition.*

##### **Planning Commission Comments:**

Mr. Braswell questioned if the applicant had read the proposed conditions. The applicant stated that they had no issues with them.

**Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Varner. Vote: 3-0 (Pilcher & Bell Absent)**

##### **Conditions:**

1. *The property shall be developed as generally depicted on the site plan.*
2. *The property owner shall coordinate with Hall County Public Works to ensure proper easements are in place for the continued maintenance of the detention pond.*
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:  
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4. *All conditions of zoning shall appear on any plat recorded for this property.*

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)**

Rochester and Associates, LLC (Amber R Johnson)  
425 Oak Street  
Gainesville GA 30506  
 Phone (678) 450-5182  
 Email Address arjohnson@rochester-assoc.com

**Property Owner (Name & Mailing Address)**

Doug Magnus  
4595 Winder Highway  
Flowery Branch GA 30542  
 Phone (770) 560-7950  
 Email Address jdmgagnus@conditionedairsystems.com

Proposed Use Residential Site Built Single Family Detached Dwelling

**Contact Person (Name & Mailing Address)**

Amber Johnson  
425 Oak Street  
Gainesville Ga 30506  
 Phone (678) 450-5182  
 Email Address arjohnson@rochester-assoc.com  
 Tax Parcel Number 15037A000031  
 Location Address 4740 Youngblood Road Flowery Branch GA 30542

**Status of Applicant**

- Owner
- Option to Purchase
- Area Resident
- Other

**Requested Action**

Existing Zoning: I-1  
 Rezone to: R-1  
 Fee: \$ 300.00  
 Receipt #: 859001  
 Check #: 00451

Acreage 2.067 AC.

I hereby certify that the above information and all attached information are true and correct.

Sign Amber Rae Johnson Date: 5/20/22

**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: 5/20 Taken by: \_\_\_\_\_  
 Tentative Planning Commission Date: 7/5 Tentative County Commission Date: 8/11  
 County Commission District: 1

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)**

Rochester and Associates (Amber R. Johnson)  
425 Oak Street  
Gainesville GA 30506

Doug Magnus  
4595 Winder Highway  
Flowery Branch GA 30542

Phone (678) 450-5182

Phone (770) 560-7950

Email Address arjohnson@rochester-assoc.com

Email Address jdmganus@conditionedairsystems.com

Proposed Use Residential Site Built Single Family Detached Dwelling

**Contact Person (Name & Mailing Address)**

**Status of Applicant**

**Requested Action**

Amber Johnson  
425 Oak Street  
Gainesville Ga 30506  
 Phone (678) 450-5182  
 Email Address arjohnson@rochester-assoc.com  
 Tax Parcel Number 15037A000031  
 Location Address 4740 Youngblood Road Flowery Branch GA 30542

- Owner
- Option to Purchase
- Area Resident
- Other

Existing Zoning: I-1  
 Rezone to: R-1  
 Fee: \$ 300.00  
 Receipt #: 859001  
 Check #: 001451

Acreage 2.067 AC.

I hereby certify that the above information and all attached information are true and correct.

Sign Jamel D Magnus Date: 5/20/22

**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: \_\_\_\_\_

PLANNING AND DEVELOPMENT DEPARTMENT  
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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) Doug Magnus

Address 4595 Winder Highway

Flowery Branch GA 30542

Phone Number (770) 560-7950

Name of applicant(s) rochester and associates, LLC (~~Amber r johnson~~)

Address 425 Oak Street

Gainesville GA 30506

Phone Number (678) 450-5182

**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)

James D Magnus

Personally appeared before me

James Douglas Magnus

who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Mandi Maddox  
Notary Public



05/20/2022  
Date



### 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: James D Magnus Date: 5/20/22

Applicant's/Owner's Name (Printed): JAMES D MAGNUS

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: Amber Rae Johnson

Date: 5/20/22

Applicant's/Owner's Name (Printed): Amber R. Johnson



425 Oak Street  
Gainesville, GA 30501  
Phone: (770)-718-0600  
Fax: (770)-718-0551  
[www.rochester-assoc.com](http://www.rochester-assoc.com)

May 20, 2022

Randi Doveton  
Planning and Development Director  
Hall County – Planning Department  
2875 Brown’s Bridge Road  
Gainesville, Georgia 30506

**Re: Letter of Intent – 4740 Youngblood Road, Flowery Branch, Georgia 30542**

History and Existing Land Uses

The subject property is approximately 2.067 acres and is zoned Light Industrial (I-I). It has recently been subdivided from its parent tract that is owned by Mr. James Doug Magnus and his wife Mrs. Diane Strickland Magnus. A division of the parent tract is demonstrated on the recorded plat that has been provided. The intent of this rezoning is to rezone the property located at 4740 Youngblood Road. The subject property is surrounded by Light Industrial (I-I), Residential-1 (R-I), and Agricultural Residential III, (AR-III).

The Light Industrial parcel (parent parcel) is located on the south side of the subject property and contains three businesses. These businesses are now or formerly Steinburger Realty, Colesapp, LLC, and B-Fit Solutions. The adjacent property to the north is zoned Agricultural Residential III, and contains a single family detached dwelling. The adjacent property to the west is zoned Residential-1 and also contain a single family detached dwelling.

Comprehensive Plan Land Use Designation

The future land use is to build a single detached family home. This home will be occupied by a designated employee / caregiver for the Magnus Estate. The setback requirements on this property are as follows: Front – 50’, Side Yard – 10’ and Rear Yard – 20’. The minimum lot area - 35,000 SF. The sewer service shall be provided by Hall County and the water service shall be provide by the City of Gainesville Water Resources. Currently, there is a sanitary sewer line and a detention pond located within the property.

A House Location Plan has been provided that shows the approximate location of the proposed house and the site features contain within the parcel limits. This plan shows the distances provided from the proposed structure to the adjacent property owners lot lines.

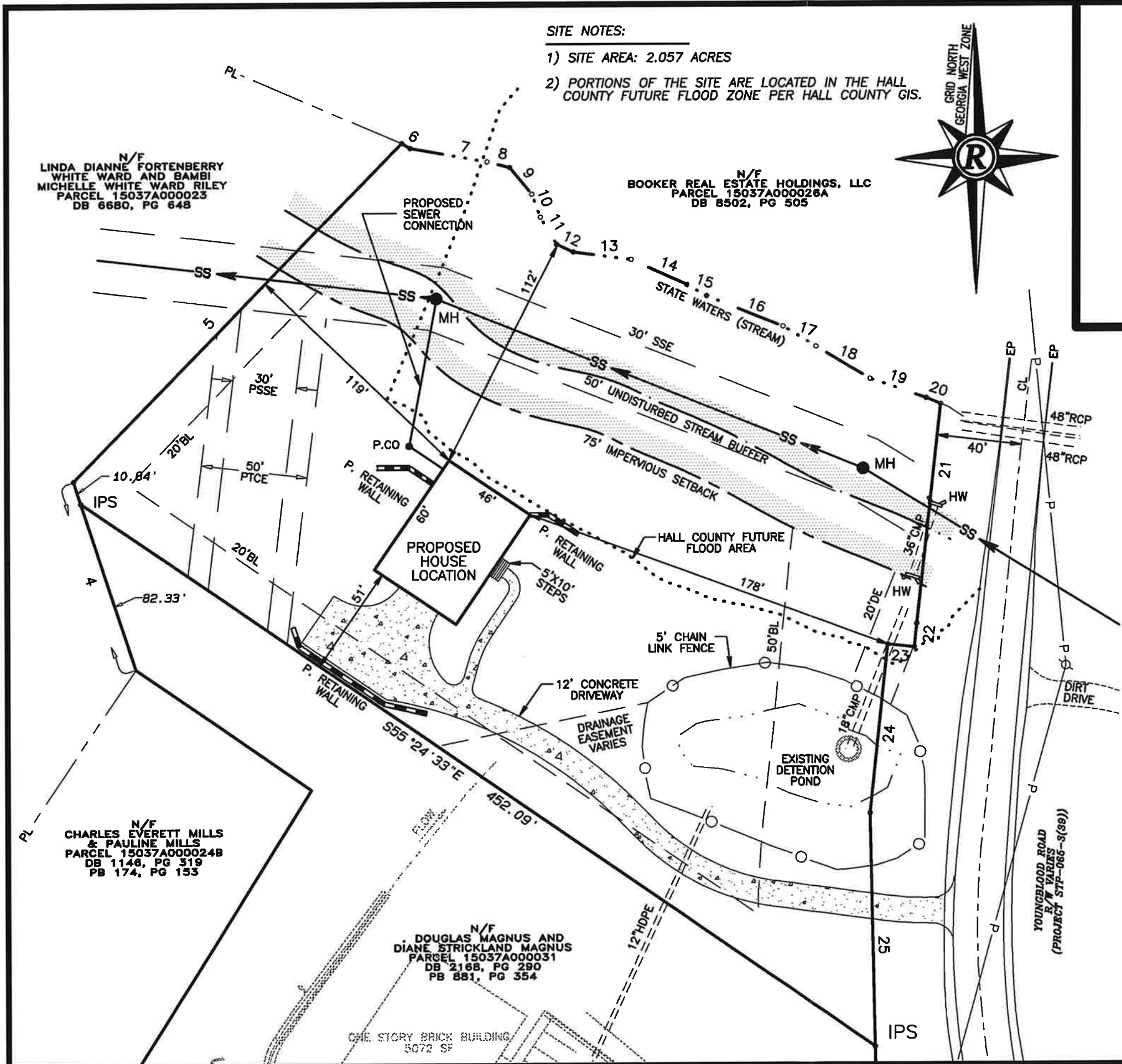
Should you have any questions or require additional information, please contact Amber R. Johnson at (678) 450-5182 or by email at the address indicated below.

Sincerely,

**ROCHESTER & ASSOCIATES, LLC.**

A handwritten signature in blue ink that reads 'Amber Rae Johnson'.

Amber R. Johnson  
[arjohnson@rochester-assoc.com](mailto:arjohnson@rochester-assoc.com)



**SITE NOTES:**

- 1) SITE AREA: 2.057 ACRES
- 2) PORTIONS OF THE SITE ARE LOCATED IN THE HALL COUNTY FUTURE FLOOD ZONE PER HALL COUNTY GIS.

N/F  
LINDA DIANNE FORTENBERRY  
WHITE WARD AND BAMBI  
MICHELLE WHITE WARD RILEY  
PARCEL 15037A000023  
DB 6680, PG 648

N/F  
BOOKER REAL ESTATE HOLDINGS, LLC  
PARCEL 15037A000026A  
DB 8502, PG 505

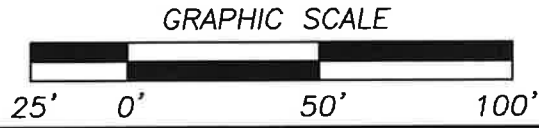
N/F  
CHARLES EVERETT MILLS  
& PAULINE MILLS  
PARCEL 15037A000024B  
DB 1148, PG 519  
PB 174, PG 153

N/F  
DOUGLAS MAGNUS AND  
DIANE STRICKLAND MAGNUS  
PARCEL 15037A000031  
DB 2168, PG 290  
PB 881, PG 354

ONE STORY BRICK BUILDING  
5072 SF

**HALL COUNTY USE ONLY**

LINE & CURVE TABLE		
LINE	CHORD BEARING	CHORD LENGTH
1	N55°47'29"N	486.68'
2	N31°59'21"E	248.91'
3	N55°24'33"N	100.03'
4	N18°00'47"W	93.17'
5	N44°05'44"E	220.03'
6	S59°01'24"E	4.56'
7	S79°57'24"E	36.64'
8	S75°45'43"E	11.02'
9	S39°26'26"E	16.28'
10	S20°48'21"E	11.54'
11	S30°16'44"E	14.78'
12	S65°09'52"E	8.59'
13	S82°22'45"E	27.37'
14	S65°33'16"E	28.54'
15	S60°39'56"E	10.74'
16	S68°07'56"E	38.50'
17	S58°29'45"E	18.18'
18	S59°33'11"E	29.86'
19	S70°36'54"E	27.66'
20	S67°08'47"E	7.22'
21	S06°02'13"W	103.82'
22	S05°52'23"W	11.13'
23	N84°05'21"W	12.53'
24	S05°50'53"W	79.59'
25	S01°18'06"E	109.97'
26	S01°18'06"E	85.48'
27	S17°38'45"E	98.97'
28	S06°13'08"E	57.88'
29	S18°31'41"E	56.39'
30	S34°34'15"W	87.90'

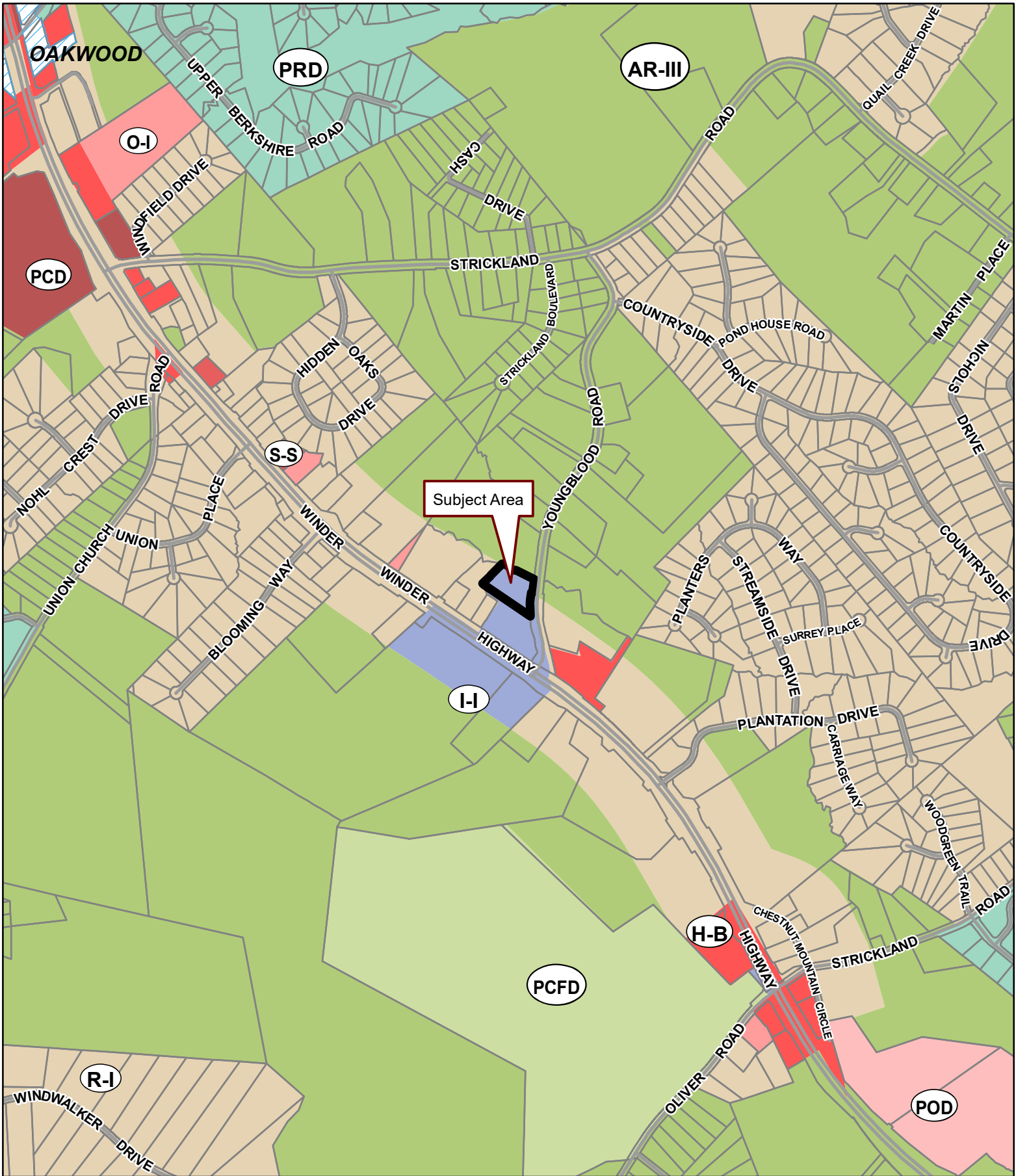


**Rochester & Associates, LLC.**  
425 Oak Street N.W. • Gainesville, Georgia 30501  
(770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com

SITE PLAN FOR:  
**J. DOUGLAS MAGNUS**  
**YOUNGBLOOD ROAD**  
LOCATED IN  
CLINCHEM DISTRICT, G.M.D. 392  
HALL COUNTY, GEORGIA

SHEET OF 1  
DATE: 5/8/22  
SCALE: 1" = 50'  
FILE# \*CNST.PRO  
JOB# G193199.ENG  
DRAWN BY SWS



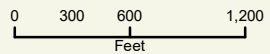


**Applicant:** ROCHESTER & ASSOCIATES/DOUG MANUS

**Tax Parcel #:** 15037A000031 (pt.)

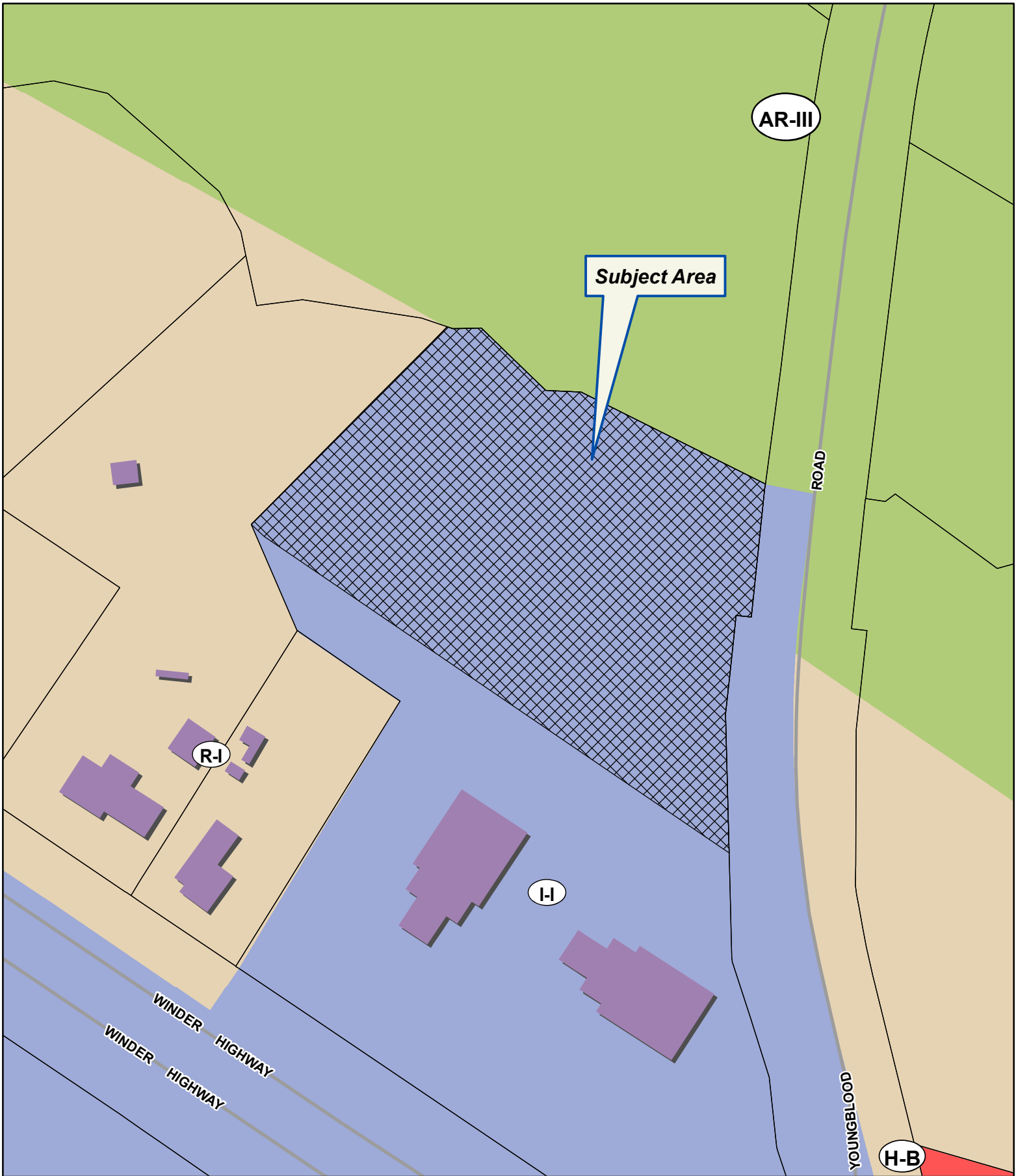
**Location:** 4740 YOUNGBLOOD ROAD, FLOWERY BRANCH, GA 30542

**Commission District 1      PC Mtg. Date:** 07/05/2022



- Zoning Boundary
- City Limits
- Subject Area
- Structure





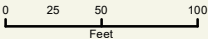
**Applicant:** ROCHESTER & ASSOCIATES/DOUG MANUS

**Tax Parcel #:** 15037A000031 (pt.)

**Location:** 4740 YOUNGBLOOD ROAD, FLOWERY BRANCH, GA 30542

**Commission District 1**

**PC Mtg. Date:** 07/05/2022



- Zoning Boundary
- City Limits
- ▨ Subject Area
- Structure



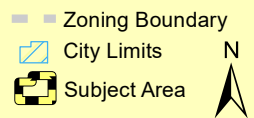
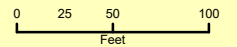


**Applicant:** ROCHESTER & ASSOCIATES/DOUG MANUS

**Tax Parcel #:** 15037A000031 (pt.)

**Location:** 4740 YOUNGBLOOD ROAD, FLOWERY BRANCH, GA 30542

**Commission District 1      PC Mtg. Date:** 07/05/2022





## **SURVEY LEGAL DESCRIPTION**

### **TRACT 1**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN CLINCHEM DISTRICT G.M.D. 392, HALL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT LOCATED AT THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY OF YOUNGBLOOD ROAD (R/W VARIES) WITH THE NORTHEASTERN RIGHT-OF-WAY OF WINDER HIGHWAY, A.K.A. STATE ROUTE 53 (R/W VARIES); THENCE ALONG SAID WINDER HIGHWAY, NORTH 55°47'29" WEST, A DISTANCE OF 486.68 FEET TO AN IRON PIN FOUND (1/2" REBAR WITH ORANGE PLASTIC CAP STAMPED "PLS 2647"); THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE PROPERTY NOW OR FORMERLY OF CHARLES EVERETT MILLS AND PAULINE MILLS, NORTH 31°59'21" EAST, A DISTANCE OF 248.91 FEET TO A NAIL FOUND; THENCE NORTH 55°24'33" WEST, A DISTANCE OF 100.03 FEET TO AN IRON PIN FOUND (1/2" REBAR WITH ORANGE PLASTIC CAP STAMPED "PLS 2647"); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF LINDA DIANNE FORTENBERRY WHITE WARD AND BAMBI MICHELLE WHITE WARD RILEY, NORTH 18°00'47" WEST, A DISTANCE OF 93.17 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF00484"); THENCE INTO THE PROPERTY NOW OR FORMERLY OF J. DOUGLAS MAGNUS AND DIANE STRICKLAND MAGNUS, SOUTH 55°24'33" EAST, A DISTANCE OF 452.09 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF00484") ON THE WESTERN RIGHT-OF-WAY OF SAID YOUNGBLOOD ROAD; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH 01°18'06" EAST, A DISTANCE OF 85.48 FEET TO A CONCRETE MONUMENT FOUND (STAMPED "R/W"); THENCE SOUTH 17°38'45" EAST, A DISTANCE OF 98.97 FEET TO A CONCRETE MONUMENT FOUND (STAMPED "R/W"); THENCE SOUTH 06°13'08" EAST, A DISTANCE OF 57.88 FEET TO A CONCRETE MONUMENT FOUND (STAMPED "R/W"); THENCE SOUTH 18°31'41" EAST, A DISTANCE OF 56.39 FEET TO A CONCRETE MONUMENT FOUND (STAMPED "R/W"); THENCE SOUTH 34°34'15" WEST, A DISTANCE OF 87.90 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 2.968 ACRES.

## SURVEY LEGAL DESCRIPTION

### TRACT 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN CLINCHEM DISTRICT G.M.D. 392, HALL COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A POINT LOCATED AT THE INTERSECTION OF THE WESTERN RIGHT-OF-WAY OF YOUNGBLOOD ROAD (R/W VARIES) WITH THE NORTHEASTERN RIGHT-OF-WAY OF WINDER HIGHWAY, A.K.A. STATE ROUTE 53 (R/W VARIES); THENCE ALONG THE RIGHT-OF-WAY OF SAID YOUNGBLOOD ROAD THE FOLLOWING COURSES AND DISTANCES: NORTH  $34^{\circ}34'15''$  EAST, A DISTANCE OF 87.90 FEET TO A CONCRETE MONUMENT FOUND (STAMPED "R/W"); THENCE NORTH  $18^{\circ}31'41''$  WEST, A DISTANCE OF 56.39 FEET TO A CONCRETE MONUMENT FOUND (STAMPED "R/W"); THENCE NORTH  $06^{\circ}13'08''$  WEST, A DISTANCE OF 57.88 FEET TO A CONCRETE MONUMENT FOUND (STAMPED "R/W"); THENCE NORTH  $17^{\circ}38'45''$  WEST, A DISTANCE OF 98.97 FEET TO A CONCRETE MONUMENT FOUND (STAMPED "R/W"); THENCE NORTH  $01^{\circ}18'06''$  WEST, A DISTANCE OF 85.48 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF00484") AND THE **TRUE POINT OF BEGINNING**; THENCE LEAVING SAID RIGHT-OF-WAY AND INTO THE PROPERTY NOW OR FORMERLY OF J. DOUGLAS MAGNUS AND DIANE STRICKLAND MAGNUS, NORTH  $55^{\circ}24'33''$  WEST, A DISTANCE OF 452.09 FEET TO AN IRON PIN SET (1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF00484"); THENCE ALONG THE PROPERTY NOW OR FORMERLY OF LINDA DIANNE FORTENBERRY WHITE WARD AND BAMBI MICHELLE WHITE WARD RILEY, NORTH  $18^{\circ}00'47''$  WEST, A DISTANCE OF 10.84 FEET TO AN IRON PIN FOUND (SQUARE BOLT); THENCE NORTH  $44^{\circ}05'44''$  EAST, A DISTANCE OF 220.03 FEET TO A POINT IN THE CENTERLINE OF A CREEK; THENCE ALONG SAID CENTERLINE AND ALONG PROPERTY NOW OR FORMERLY OF BOOKER REAL ESTATE HOLDINGS, LLC THE FOLLOWING COURSES AND DISTANCES: SOUTH  $59^{\circ}01'24''$  EAST, A DISTANCE OF 4.56 FEET TO A POINT; THENCE SOUTH  $79^{\circ}57'24''$  EAST, A DISTANCE OF 36.64 FEET TO A POINT; THENCE SOUTH  $75^{\circ}45'43''$  EAST, A DISTANCE OF 11.02 FEET TO A POINT; THENCE SOUTH  $39^{\circ}26'26''$  EAST, A DISTANCE OF 16.28 FEET TO A POINT; THENCE SOUTH  $20^{\circ}48'21''$  EAST, A DISTANCE OF 11.54 FEET TO A POINT; THENCE SOUTH  $30^{\circ}16'44''$  EAST, A DISTANCE OF 14.78 FEET TO A POINT; THENCE SOUTH  $65^{\circ}09'52''$  EAST, A DISTANCE OF 8.59 FEET TO A POINT; THENCE SOUTH  $82^{\circ}22'45''$  EAST, A DISTANCE OF 27.37 FEET TO A POINT; THENCE SOUTH  $65^{\circ}33'16''$  EAST, A DISTANCE OF 28.54 FEET TO A POINT; THENCE SOUTH  $60^{\circ}39'56''$  EAST, A DISTANCE OF 10.74 FEET TO A POINT; THENCE SOUTH  $68^{\circ}07'56''$  EAST, A DISTANCE OF 38.50 FEET TO A POINT; THENCE SOUTH  $58^{\circ}29'45''$  EAST, A DISTANCE OF 18.18 FEET TO A POINT; THENCE SOUTH  $59^{\circ}33'11''$  EAST, A DISTANCE OF 29.86 FEET TO A POINT; THENCE SOUTH  $70^{\circ}36'54''$  EAST, A DISTANCE OF 27.66 FEET TO A POINT; THENCE SOUTH  $67^{\circ}08'47''$  EAST, A DISTANCE OF 7.22 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY OF SAID YOUNGBLOOD ROAD; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING COURSES AND DISTANCES: SOUTH  $06^{\circ}02'13''$  WEST, A DISTANCE OF 103.82 FEET TO A POINT; THENCE 11.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1946.76 FEET AND A CHORD BEARING AND DISTANCE OF SOUTH  $05^{\circ}52'23''$  WEST, 11.13 FEET TO AN IRON PIN FOUND (1/2" REBAR WITH CAP -ILLEGIBLE); THENCE NORTH  $84^{\circ}05'21''$  WEST, A DISTANCE OF 12.53 FEET TO AN IRON PIN FOUND (1/2" REBAR WITH CAP-ILLEGIBLE); THENCE SOUTH

05°50'53" WEST, A DISTANCE OF 79.59 FEET TO A CONCRETE MONUMENT FOUND (STAMPED "R/W"); THENCE SOUTH 01°18'06" EAST, A DISTANCE OF 109.97 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT CONTAINS 2.057 ACRES.

## Anael Dominguez (Planning)

---

**From:** Emily McGahee (Environmental Health)  
**Sent:** Wednesday, June 15, 2022 2:44 PM  
**To:** Randi Doveton (Planning); Anael Dominguez (Planning)  
**Cc:** Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)  
**Subject:** HCPC Tentative Agenda 7.5.22

Please find Environmental Health comments below:

Item 1, 3053, 3087 McEver Road, Botrus: 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.

Item 2, 6286 Grand Fox Circle, Hewell: The proposed garage location was approved by Environmental Health on February 10, 2022.

Item 3, 5727/5769 Henson Road, Crawford: No comment.

Item 4, 2002 Memorial Park Drive, Sanchez: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 4745 Cagle Mill, Boling: 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 6, 4740 Youngblood Road, Magnus: Connection to public sewer required.

Item 7, 4610/4616 Winder Hwy, Ponderosa Land Holdings: 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.

Emily McGahee  
Hall County Environmental Health  
Hall County Government Center – 3<sup>rd</sup> 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:** Thursday, June 16, 2022 5:37 PM  
**To:** Anael Dominguez (Planning); Randi Doveton (Planning)  
**Cc:** Peevy, Jonathan; Chavers, Veronica E  
**Subject:** RE: Tentative Planning Agenda for July 5, 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, June 9, 2022 10:05 AM

**To:** Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Bill Nash (Public Works) <bnash@hallcounty.org>; Brandi Smith (Business License) <bsmith@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chad Harper (Environmental Health) <charper@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>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Mike Little (Parks and Leisure) <mlittle@hallcounty.org>; Nicole Griffin (Tax Assessors) <nicole.griffin@hallcounty.org>; nswofford <nswafford@gainesville.org>; Pam Cravero <Pam.Cravero@hallco.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; Randi Doveton (Planning) <rdoveton@hallcounty.org>; rich <rich@flowerybranchga.org>; Scott Puckett <spuckett@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>; Wanda Sutton (Engineering) <wsutton@hallcounty.org>; will schofield <will.schofield@hallco.org>

**Subject:** Tentative Planning Agenda for July 5, 2022

Good morning–

Here is the Tentative Agenda and Maps for the **Tuesday, July 5, 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, June 16, 2022**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

Thank you–

## **CALL TO ORDER**

## **AGENDA REVIEW**

## **APPROVAL OF MINUTES – June 20, 2022**

## **OLD BUSINESS**

1. [Previously tabled 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.](#)

## **NEW BUSINESS**

2. [Application of Ken Hewell for a left side yard setback variance from 10 feet to 6 feet on a .27± acre tract located on the west side of Grand Fox Circle approximately 302 feet from its intersection with Forest Knoll Drive; a.k.a. 6286 Grand Fox Circle; Zoned R-I; Tax Parcel 15046K000006. Proposed use: attached garage. \\* Commission District 1.](#)  
**None**
3. [Application of Jamie T. Crawford to rezone from Planned Commercial Farm District \(PCFD\) to Agricultural Residential-IV \(AR-IV\) on a 3.19± acre tract located on the south side of Henson Road approximately 358 feet from its intersection with Fields Road; a.k.a. 5727 & 5769 Henson Road; Zoned PCFD; Tax Parcel 12044 000016 & 12044 000001 \(pt.\). Proposed use: homestead. \\*\\* Commission District 3.](#)  
**None**
4. [Application of Salomon Sancen to rezone from Residential-I \(R-I\) to Highway Business \(H-B\) on a .89± acre tract located on the west side of Memorial Park Drive at its intersection with Browns Bridge Road; a.k.a. 2002 Memorial Park Drive; Zoned R-I; Tax Parcel 08014 005011. Proposed use: retail sales. \\*\\* Commission District 4.](#)  
**None**
5. [Application of Josh Boling to rezone from Agricultural Residential-III \(AR-III\) and Agricultural Residential-IV \(AR-IV\) to Planned Residential District \(PRD\) on a 72.67± acre tract located on the west side of Cagle Mill Road approximately 429 feet from Noah Martin Drive; a.k.a. 4745 Cagle Mill Road; Zoned AR-III & AR-IV; Tax Parcel 15007 000254. Proposed use: single family, townhome, & cluster home development. \\*\\* Commission District 3.](#)  
**GDOT Coordination Required**
6. [Application of Rochester & Associates/Doug Magnus to rezone from Light Industrial \(I-I\) to Residential-I \(R-I\) on a 2.06± acre tract located on the west side of Youngblood Road approximately 416 feet from its intersection with Winder Highway; a.k.a. 4740 Youngblood Road; Zoned I-I; Tax Parcel 15037A000031\(pt.\). Proposed use: single family residence. \\*\\* Commission District 1.](#)  
**None**
7. [Application of Ponderosa Land Holdings, LLC to rezone from Agricultural Residential-III \(AR-III\) and Residential-I \(R-I\) to Planned Residential District \(PRD\) on a 31.64± acre tract located on the west side of Winder Highway at](#)

[its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Zoned AR-III & R-I; Tax Parcel 15037A000070 & 000001. Proposed use: single family development. \\*\\* Commission District 1.](#)

**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 **Thursday, August 11, 2022** at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> 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, August 11, 2022**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> 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](http://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  
ENGINEERING DIVISION

## MEMORANDUM

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

SRIKANTH YAMALA  
Director

BILL NASH, P.E.  
Assistant Director

FRANKLIN P. MILLER, P.E.  
County Engineer

**To:** Randi Doveton, Director of Planning and Development

**From:** Srikanth Yamala, Director of Public Works and Utilities

**Date:** June 16, 2022

**Subject:** July 5, 2022 Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the July 5, 2022 meeting. Upon review, we provide the following comments:

1. Previously tabled 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
  - 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:** Buford Sewer
2. [Application of Ken Hewell for a left side yard setback variance from 10 feet to 6 feet on a .27± acre tract located on the west side of Grand Fox Circle approximately 302 feet from its intersection with Forest Knoll Drive; a.k.a. 6286 Grand Fox Circle; Zoned R-I; Tax Parcel 15046K000006. Proposed use: attached garage. \\* Commission District 1.](#)
  - a) **Engineering:** No comments
  - b) **Traffic:** No comments
  - c) **Utilities:** No comments
3. [Application of Jamie T. Crawford to rezone from Planned Commercial Farm District \(PCFD\) to Agricultural Residential-IV \(AR-IV\) on a 3.19± acre tract located on the south side of Henson Road approximately 358 feet from its intersection with Fields Road; a.k.a. 5727 & 5769 Henson Road; Zoned PCFD; Tax Parcel 12044 000016 & 12044 000001 \(pt.\). Proposed use: homestead. \\*\\* Commission District 3.](#)
  - a) **Engineering:** No comments
  - b) **Traffic:** No comments
  - c) **Utilities:** No comments





# Hall County Government

PUBLIC WORKS AND UTILITIES  
ENGINEERING DIVISION

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

SRIKANTH YAMALA  
Director

BILL NASH, P.E.  
Assistant Director

FRANKLIN P. MILLER, P.E.  
County Engineer

4. [Application of Salomon Sancen to rezone from Residential-I \(R-I\) to Highway Business \(H-B\) on a .89± acre tract located on the west side of Memorial Park Drive at its intersection with Browns Bridge Road; a.k.a. 2002 Memorial Park Drive; Zoned R-I; Tax Parcel 08014 005011. Proposed use: retail sales. \\*\\* 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 Hall County and GDOT requirements.
- c) **Utilities:** Will water and sewer service the facility?

5. [Application of Josh Boling to rezone from Agricultural Residential-III \(AR-III\) and Agricultural Residential-IV \(AR-IV\) to Planned Residential District \(PRD\) on a 72.67± acre tract located on the west side of Cagle Mill Road approximately 429 feet from Noah Martin Drive; a.k.a. 4745 Cagle Mill Road; Zoned AR-III & AR-IV; Tax Parcel 15007 000254. Proposed use: single family, townhome, & cluster home development. \\*\\* 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 Hall County studied flood zone. North Oconee Reservoir District requires 150' buffer from top of bank not centerline of stream.
- b) **Traffic:** Proposed access on Cornelia Hwy (SR365) will require a GDOT permit and their approval. Proposed access on Cagle Mill Road must meet Hall County requirements. Any required roadway improvements for either proposed access will be the financial responsibility of the applicant/developer and must be constructed concurrently with the development. Internal roadways shown on the concept do not meet Title 16 of the Hall County Code. If roadways are proposed to be private, variance requests to Title 16 must be specific, justified and approved by the Commission. Any alternate designs not requested/approved will default to the requirements in Title 16. If the roadways are to be considered driveways, subdividing individual lots is not permitted. A bridge is shown along one access. Be aware that Hall County will not accept bridges into County maintenance.
- c) **Utilities:** Hall County sewer district.



# Hall County Government

PUBLIC WORKS AND UTILITIES  
ENGINEERING DIVISION

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

SRIKANTH YAMALA  
Director

BILL NASH, P.E.  
Assistant Director

FRANKLIN P. MILLER, P.E.  
County Engineer

6. [Application of Rochester & Associates/Doug Magnus to rezone from Light Industrial \(I-I\) to Residential-I \(R-I\) on a 2.06± acre tract located on the west side of Youngblood Road approximately 416 feet from its intersection with Winder Highway; a.k.a. 4740 Youngblood Road; Zoned I-I; Tax Parcel 15037A000031\(pt.\).Proposed use: single family residence. \\*\\* Commission District 1.](#)
  - a) **Engineering:** Show Hall County studied flood zone. Show stream and impervious setback from wretched vegetation not centerline of stream.
  - b) **Traffic:** No comments
  - c) **Utilities:** Hall County sewer district.
  
7. [Application of Ponderosa Land Holdings, LLC to rezone from Agricultural Residential-III \(AR-III\) and Residential-I \(R-I\) to Planned Residential District \(PRD\) on a 31.64± acre tract located on the west side of Winder Highway at its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Zoned AR-III & R-I; Tax Parcel 15037A000070 & 000001. Proposed use: single family development. \\*\\* 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.
  - b) **Traffic:** Access must be permitted/approved through GDOT.
  - c) **Utilities:** Hall County sewer.

**ZONING NOTICE**

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: ROCHESTER & ASSOC

REQUEST: REZONE FROM I-1 TO R-1  
FOR A SINGLE FAMILY RESIDENCE

PUBLIC HEARINGS WILL BE HELD ON:

<small>PLANNING COMMISSION</small>		<small>COUNTY COMMISSION</small>
Date: 07-05-2022	AND	Date: 08-11-2022
Time: 05:15 PM		Time: 06:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6800



## AGENDA ITEM

### Planning and Development

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**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 401/2022

**SUBJECT:** Application of Jamie T. Crawford to rezone from Planned Commercial Farm District (PCFD) to Agricultural Residential-IV (AR-IV) on a 3.19± acre tract located on the south side of Henson Road approximately 358 feet from its intersection with Fields Road; a.k.a. 5727 & 5769 Henson Road; Zoned PCFD; Tax Parcel 12044 000016 & 12044 000001 (pt.). Proposed use: homestead. Commission District 3.

---

#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** RD

**Recommendation:**  
Approval, with conditions: 1. A new plat shall be recorded prior to the issuance of any building permits. 2. 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." 3. All conditions of zoning shall appear on any plat recorded for this property.

**Purpose of Request:**  
Application of Jamie T. Crawford to rezone from Planned Commercial Farm District (PCFD) to Agricultural Residential-IV (AR-IV) on a 3.19± acre tract located on the south side of Henson Road approximately 358 feet from its intersection with Fields Road; a.k.a. 5727 & 5769 Henson Road; Zoned PCFD; Tax Parcel 12044 000016 & 12044 000001 (pt.). Proposed use: homestead. 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:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
AD	RD	EW	WG
<b>Attorney</b>		<b>Administration</b>	<b>Clerk</b>
WLI		LJ	JR

**Attachments:**

- Board Memo
- Recommendation Report
- Application
- Narrative
- Site Plan
- Maps
- Environmental Health Comments
- 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:** July 20, 2022

**Subject:** Application of Jamie T. Crawford to rezone from Planned Commercial Farm District (PCFD) to Agricultural Residential-IV (AR-IV) on a 3.19± acre tract located on the south side of Henson Road approximately 358 feet from its intersection with Fields Road; a.k.a. 5727 & 5769 Henson Road; Zoned PCFD; Tax Parcel 12044 000016 & 12044 000001 (pt.). Proposed use: homestead. Commission District 3.

---

Application of Jamie T. Crawford to rezone from Planned Commercial Farm District (PCFD) to Agricultural Residential-IV (AR-IV) on a 3.19± acre tract located on the south side of Henson Road approximately 358 feet from its intersection with Fields Road; a.k.a. 5727 & 5769 Henson Road; Zoned PCFD; Tax Parcel 12044 000016 & 12044 000001 (pt.). Proposed use: homestead. Commission District 3.

At their July 5, 2022 meeting, the Hall County Planning Commission voted to recommend approval (3-0) of this request with the following three (3) conditions:

1. *A new plat shall be recorded prior to the issuance of any building permits.*
2. *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.”*
3. *All conditions of zoning shall appear on any plat recorded for this property.*

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 July 5, 2022.

There have been no changes to the request since the Planning Commission took action.

**HALL COUNTY PLANNING COMMISSION  
RECOMMENDATION REPORT**

**Applicant** ..... Jamie T. Crawford

**Request** ..... Rezone from Planned Commercial Farm District (PCFD) to Agricultural Residential (AR-IV)

**Proposed Use** ..... Homestead

**Size** ..... 3.19± acres

**Zoning** ..... PCFD

**Location** ..... On the south side of Henson Road approximately 358 feet from its intersection with Fields Road; a.k.a. 5727 & 5769 Henson Road; Tax Parcel 12044 000016 & 12044 000001 (pt.).

**Commission District** ..... Three

**Planning Commission Date** ..... July 5, 2022

**Staff Recommendation** ..... **Approval, with conditions**

---

**Planning Commission Recommendation: Approval, with conditions**  
**Vote: 3-0 (Pilcher and Bell absent)**

**Conditions:**

1. *A new plat shall be recorded prior to the issuance of any building permits.*
2. *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.”*
3. *All conditions of zoning shall appear on any plat recorded for this property.*



## **Applicant Proposal**

The applicant is requesting approval to rezone the property from a Planned Commercial Farm District (PCFD) to Agricultural-Residential-IV (AR-IV) to continue utilizing the tract as a single family residential homestead. The property currently consists of 1.23± acres. If the zoning is approved, the applicant will proceed to combine a portion of 5769 Henson Rd to the subject property, proposing a total lot area of 3.19± acres as shown in the submitted exhibit.

The applicant's narrative states that the property is currently served by an on-site septic system and a well. The current residents intend to purchase the property from the applicant.

Per §17.180.100(D)(2), the minimum lot size for a property zoned PCFD is five (5) acres. The applicant cannot meet the PCFD requirements with the applicant's proposed 3.19± acre combination. A few options to move forward with the combination is to either rezone the property out of PCFD or increase the acreage to meet the PCFD minimum lot size requirement. The applicant has chosen to move forward with the rezoning request as presented.

## **History and Existing Land Uses**

The subject property is approximately 1.23± acres and zoned Planned Commercial Farm District (PCFD). The property is currently developed with a 1,852 square foot single family residence, constructed in 1955. The property is also developed with two metal buildings, one being approximately 22' by 46' and the other 32' by 62', both constructed in 1960.

The adjacent parcel to the east is also zoned PCFD. Further east, across Fields Road, are properties zoned Agricultural Residential IV (AR-IV). To the south and west are other PCFD properties. There is also a mixture of acreage surrounding the subject property, ranging from approximately 5 acres to 30 acres.

## **Comprehensive Plan Land Use Designation**

The Comprehensive Plan's future land use designation for the subject parcel is "Rural Residential." This land use category is characterized by low-density single-family residential uses with deep setbacks from the road, agriculture, and greenways and trails.

The request is consistent with the Comprehensive Plan.

## **Development Support and Constraints**

### **Hall County Environmental Health**

In an email dated June 15, 2022 Emily McGahee stated "No comment."

Hall County Fire Services

The subject parcel is located approximately 3 miles from Hall County Fire Station #2, located at 6012 Cleveland Highway. There are no fire hydrants along Henson Road.

Hall County Public Works and Utilities

In a memo dated June 16, 2022, from Srikanth Yamala, Director of Public Works and Utilities, the following comments were provided:

Engineering

No comment.

Traffic Engineering No

comment.

Utilities

No comment.

Hall County Tax Assessors

No comments were provided.

Gainesville Water Resources

The Hall County GIS shows that no public water is available for the subject property along Henson Road. The closest municipal water supply is approximately 1,200 feet away at the intersection of Brookton-Lula Road and Fields Road.

Georgia Department of Transportation

Per an email dated June 16, 2022, Parker Niebauer, District 1 Traffic Operations Supervisor confirmed that this project will not require GDOT coordination.

**Zoning Analysis**

- The proposed use request is consistent with the Comprehensive Plan, as it meets the minimum lot size requirement within the “Rural Residential” land use designation. The subject property exceeds 1 acre in size.
- §17.240.010 of the Official Code of Hall County designates lots within AR-IV zoning districts without a public water supply to be a minimum of 1.5 acres in size.
  - The current configuration and the proposed configuration of the subject property meets this standard.
- §17.60.010 of the Official Code of Hall County lists permitted uses with AR-IV districts as: Agricultural, horticultural [uses] and/or farm winery, accessory farm uses, including the sale of products grown on the premises and the keeping of livestock or poultry, sawmills used to process timber grown and harvested on the property where it is processed, sitebuilt single-family detached dwelling units, class A single-family manufactured home, class A single-family 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, churches and other places of worship, but excluding cemeteries, county uses including parks and playgrounds, but excluding cemeteries, substations for electrical transformers, gas regulators and telephone subscriber carrier sites, minor subdivisions, family day care home, construction trailer, community residences, home occupations, and transient occupancy of a vacation home.

**Staff Recommendation**

Staff recommends **approval** of the applicant’s request with the following conditions:

1. A new plat shall be recorded prior to the issuance of any building permits.
2. 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.”

3. All conditions of zoning shall appear on any plat recorded for this property.

**Excerpts from the minutes of the July 5, 2022 meeting**

**Applicant’s Presentation:**

**Randi Doveton, Planning Director**, presented a summary of the request.

**Jaimie Crawford, 5727 Henson Road, Gainesville**, presented the request. The applicant stated that they have a purchaser for the property.

**Public Forum:**

*There were no comments in support or opposition.*

**Planning Commission Comments:**

*No Comments.*

**Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Varner. Vote: 3-0 (Pilcher & Bell Absent)**

*Conditions:*

1. *A new plat shall be recorded prior to the issuance of any building permits.*
2. *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.”*
3. *All conditions of zoning shall appear on any plat recorded for this property.*

RECEIVED

MAY 16 2022

Planning & Zoning Department



HALL COUNTY GEORGIA We have it all in Hall

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)

Jamie T Crawford - Exec

P O Box 350

Concord GA 30206

Phone 770-468-0563

Email Address JC Music 13@AOL

Proposed Use Homestead

Property Owner (Name & Mailing Address)

Estate of Ellen A Thompson

P O Box 350

Concord GA 30206

Phone 770-567-0563

Email Address JC Music 13@AOL

Contact Person (Name & Mailing Address)

Jamie T Crawford

P O Box 350

Concord GA 30206

Phone 770-468-0563

Email Address JC Music 13@AOL

Tax Parcel Number 12044-000016

Location Address 5727 Henson Rd, Gainesville GA

Status of Applicant

Owner

Option to Purchase

Area Resident

Other

Requested Action

Existing Zoning: PCFD

Rezone to: AR-II

Fee: \$ 1300.00

Receipt #: 858998

Check #: card

Acreage

I hereby certify that the above information and all attached information are true and correct.

Sign Jamie J. Crawford, Executor

Date: 5-16-22

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: 7/5/22

Taken by: \_\_\_\_\_

Tentative Planning Commission Date: 7/5/22

Tentative County Commission Date: 8/11/22

County Commission District: 3

ZON 2022-00052

### 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: Jamie T Crawford, executive Date: 5-16-22

Applicant's/Owner's Name (Printed): JAMIE T CRAWFORD

**AUTHORIZATION OF PROPERTY OWNERS**

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) Jamie T Crawford

Address P O Box 350

Concord GA 30206

Phone Number 770-468-0563

Name of applicant(s) Robert M (Mack) Crawford

Address P O Box 350

Concord GA 30206

Phone Number 770-468-1613

---

**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)

Jamie T Crawford, executor

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.

Daisy Leyva  
Notary Public

5/16/2022  
Date



Proposed use: Family dwelling / homestead -

Property at 5727 Hensen Road needs to be rezoned from PCFD to AR-IV. Said property is serviced by well water and septic system, which at 3.19 acres meets the requirement for AR-IV.

This property has been and will continue to be a family dwelling / homestead. The current occupants desire to purchase the existing home and property.



THIS BLOCK IS RESERVED FOR THE CLERK OF THE SUPERIOR COURT

**SURVEYOR'S CERTIFICATION:**

AS REQUIRED BY SUBSECTION (C) OF O.C.G.A. SECTION 15-6-67, THIS PLAN HAS BEEN PREPARED BY A LAND SURVEYOR. THIS PLAN HAS BEEN APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS THAT REQUIRE PRIOR APPROVAL FOR RECORDING THIS TYPE OF PLAN OR ONE OR MORE OF THE APPLICABLE LOCAL JURISDICTIONS DO NOT REQUIRE APPROVAL OF THIS TYPE OF PLAN. FOR ANY APPLICABLE LOCAL JURISDICTION THAT REQUIRES APPROVAL OF THIS TYPE OF PLAN, THE AGENCY OR OFFICE INDIVIDUALS SIGNING OR APPROVING THIS PLAN, THE AGENCY OR OFFICE OF THAT INDIVIDUAL, AND THE DATE OF APPROVAL ARE LISTED IN THE APPROVAL TABLE SHOWN HEREON. FOR ANY APPLICABLE LOCAL JURISDICTION THAT DOES NOT REQUIRE APPROVAL OF THIS TYPE OF PLAN, THE NAME OF SUCH LOCAL JURISDICTION AND THE NUMBER OF THE APPLICABLE ORDINANCE OR RESOLUTION PROVIDING THAT NO SUCH APPROVAL IS REQUIRED ARE LISTED IN THE APPROVAL TABLE SHOWN HEREON.

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS MAP, PLAN OR PLAN FOR PLUNG:

HALL COUNTY DEPARTMENT OF PUBLIC HEALTH	DATE:
HALL COUNTY PLANNING COMMISSION	DATE:
HALL COUNTY ENGINEERING	DATE:

SUCH APPROVALS, AFFIRMATIONS, OR ORDINANCE OR RESOLUTION NUMBERS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAN AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAN 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.

Chris M. Patton, GA. R.L.S. #2647  
8/27/2021  
DATE:



HALL COUNTY SURVEYOR

**SURVEYOR'S NOTES:**

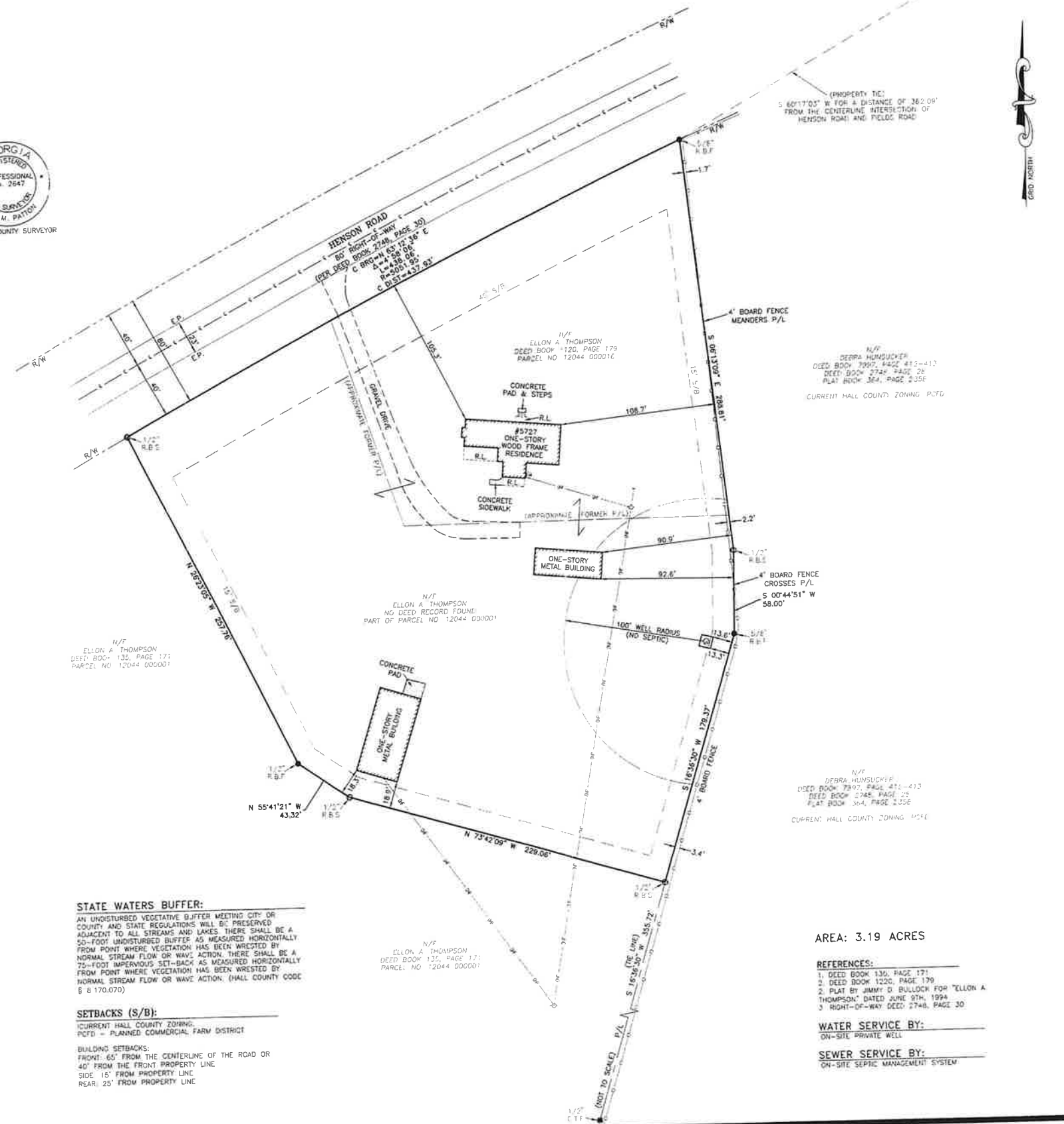
- THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA AS PER FIRM FLOOD INSURANCE RATE MAP OF HALL COUNTY, GA. COMMUNITY PANEL NO. 130466 DOES NOT EFFECTIVE DATE APRIL 4, 2018. THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OR ELEVATIONS OF THE FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE REFERENCED MAP OR PUBLIC DATA.
- THIS PROPERTY IS NOT AFFECTED BY THE HALL COUNTY FUTURE FLOOD AREA AS SHOWN ON HALL COUNTY GIS WEB SITE LOCATED AT: <https://halls.maps.arcgis.com/apps/webappviewer/>
- IF THIS PROPERTY CONTAINS FEMA AND/OR LOCAL FLOOD HAZARD AREAS BOTH FEDERAL AND LOCAL RESTRICTIONS MAY APPLY.
- THIS SURVEY WAS PREPARED ON THE GEORGIA STATE PLANE COORDINATE SYSTEM, TRANSVERSE MERCATOR PROJECTION, WEST ZONE, NORTH AMERICAN DATUM OF 1983/2007 ADJUSTMENT. THE SCALE FACTOR FOR THIS SITE IS: 0.999914843. (GND DISTANCE / SCALE FACTOR = GROUND DISTANCE). ALL COORDINATES SHOWN HEREON ARE GRID COORDINATES UNLESS OTHERWISE STATED.
- THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGULATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY HB76 (2017).
- CONVENTIONAL EQUIPMENT USED FOR MEASUREMENT WAS A TOPCON PS 103, GPS EQUIPMENT USED FOR MEASUREMENT WAS A CHAMPPION TKO GNSS RECEIVER USING REALTIME KINEMATIC OBSERVATIONS PROCESSED THROUGH THE EGPS NETWORK.
- THE FIELD DATA UPON WHICH THIS PLAN IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 27,154 FEET AND AN ANGULAR CLOSURE OF 00'00"01" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES RULE. FIELD PARTY: S.W. & J.H.
- THIS PLAN HAS BEEN CALCULATED FOR CLOSURE AND WAS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,533,969 FEET.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF TITLE REVIEW AND IS SUBJECT TO ANY RESERVATIONS, RESTRICTIONS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.
- THIS PLAN OF SURVEY IS FOR THE EXCLUSIVE USE OF THE PARTIES LISTED UNDER THE CAPTION "SURVEY FOR" ANY THIRD PARTY USE TO BE AT THEIR OWN RISK.
- THIS PROPERTY DOES NOT CONTAIN STATE WATERS REQUIRING AN UNDISTURBED NATURAL BUFFER. LOCAL ORDINANCES MAY ALSO REQUIRE ADDITIONAL BUFFERS FOR THESE AREAS.
- IF THE PROPERTY IS LOCATED IN THE NORTH OODNEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 17.225.040)
- THE FIELD SURVEY WAS CONDUCTED ON AUGUST 20, 2021.
- THE UNDERGROUND UTILITIES SHOWN HEREON WERE LOCATED BASED ON SURFACE EVIDENCE AND FROM INFORMATION TAKEN FROM O.I.S./UTILITY WEB SITES. THERE MAY BE OTHER SUBSURFACE UTILITIES THAT SERVICE THE PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY.

**STATE WATERS BUFFER:**

AN UNDISTURBED VEGETATIVE BUFFER MEETING CITY OR COUNTY AND STATE REGULATIONS WILL BE PRESERVED ADJACENT TO ALL STREAMS AND LAKES. THERE SHALL BE A 50-FOOT UNDISTURBED BUFFER AS MEASURED HORIZONTALLY FROM POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION. THERE SHALL BE A 75-FOOT IMPERVIOUS SET-BACK AS MEASURED HORIZONTALLY FROM POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION. (HALL COUNTY CODE § 8 170.070)

**SETBACKS (S/B):**

(CURRENT HALL COUNTY ZONING: PCFD - PLANNED COMMERCIAL FARM DISTRICT)  
BUILDING SETBACKS:  
FRONT: 65' FROM THE CENTERLINE OF THE ROAD OR 40' FROM THE FRONT PROPERTY LINE.  
SIDE: 15' FROM PROPERTY LINE.  
REAR: 25' FROM PROPERTY LINE.



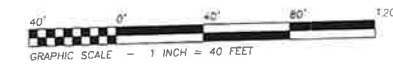
- LEGEND:**
- ▲ A.I.F. - ANGLE IRON FOUND
  - ▲ A.F. - AXLE FOUND
  - C.M.F. - CONCRETE MONUMENT FOUND
  - A.M.F. - ALUMINUM MONUMENT FOUND
  - C.T.F. - CRIMP TOP PIN FOUND
  - R.B.F. - REBAR FOUND (SEE DRAWING FOR SIZE)
  - O.T.F. - OPEN TOP FOUND (SEE DRAWING FOR SIZE)
  - I.P.F. - IRON PIN FOUND
  - P.K.N.F. - PARKER KALON NAIL FOUND
  - X.O.F. - X-CUT FOUND
  - N.F. - NAIL FOUND
  - R.F. - ROCK FOUND
  - R.S.F. - HALLOWED SPOKE FOUND
  - T.F. - TACK FOUND
  - P.K.N.S. - PARKER KALON NAIL SET
  - R.B.S. - 1/2" REBAR SET & CAP STAMPED "LSF 1028"
  - C.M.S. - CONCRETE MONUMENT SET
  - N.S. - NAIL SET
  - C.F. - CALCULATED POINT
  - D.I. - DROP INLET
  - J.B. - JUNCTION BOX
  - W.I. - WIER INLET
  - Y.I. - YARD INLET
  - C.V. - CABLE TV VAULT
  - C.R. - CABLE RISER
  - T.R. - TELEPHONE RISER
  - T.V. - TELEPHONE VAULT
  - T.P. - TELEPHONE POLE
  - T.M.H. - TELEPHONE MANHOLE
  - U.T.H. - UNDERGROUND TELEPHONE BOX
  - A.C. - AIR CONDITIONER
  - P.B. - POWER TRANSFORMER BOX
  - E.P.B. - ELECTRIC PULL BOX
  - E.M. - ELECTRIC METER
  - P.P. - POWER POLE
  - F.L. - FLOOD LIGHT
  - S.P. - SERVICE POLE
  - L.P. - LIGHT POLE
  - G.W. - GUY WIRE
  - G.P. - GUY ANCHOR POLE
  - E.S. - ELECTRIC SERVICE
  - W.M. - WATER METER
  - W.V. - WATER VALVE
  - F.H. - FIRE HYDRANT
  - F.D.C. - FIRE DEPARTMENT CONNECTION
  - I.C.V. - IRRIGATION CONTROL VALVE
  - W.P. - WELL POINT
  - S.P.G. - WATER SPOUT
  - B.O. - WATER BLOW OFF
  - B.F.P. - WATER BACKFLOW PREVENTER
  - S.P.K. - SPRINKLER
  - S.C.D. - SANITARY CLEANOUT
  - S.S.M.H. - SANITARY SEWER MANHOLE
  - S.G.V. - SANITARY GATE VALVE
  - G.T. - GREASE TRAP
  - U.M. - UNKNOWN TYPE MANHOLE
  - G.V. - GAS VALVE
  - G.M. - GAS METER
  - P.P.R. - PROPANE TANK
  - F.P. - FLAG POLE
  - T.S.P. - TRAFFIC SIGNAL POLE
  - T.S.B. - TRAFFIC SIGNAL BOX
  - M.W. - MONITORING WELL
  - S.H. - SPRING HEAD
  - B.P. - BOLLARD POST
  - T.S.N.L. - TRAFFIC SIGN
  - H.C.P. - HANDICAP PARKING
  - B.M. - BENCHMARK
  - H.C.R. - HANDICAP RAMP
  - A.H. - ACCESS HATCH
  - R.L. - ROOF LINE
  - E.P. - EDGE OF PAVEMENT
  - B.C. - BACK OF CURB
  - S.W.C.B. - SINGLE WING CATCH BASIN
  - D.W.C.B. - DOUBLE WING CATCH BASIN
  - I.E. - INVERT ELEVATION
  - E.L. - ELEVATION
  - C.M.P. - CORRUGATED METAL PIPE
  - R.C.P. - REINFORCED CONCRETE PIPE
  - B.C.C.M.P. - BITUMINOUS COATED CORRUGATED PIPE
  - H.D.P.E. - HIGH DENSITY POLYETHYLENE PIPE
  - P.V.C. - POLYVINYL CHLORIDE PIPE
  - D.I.P. - DUCTILE IRON PIPE
  - R.W. - RETAINING WALL
  - T. - BURIED TELEPHONE LINE
  - O.T. - OVERHEAD TELEPHONE LINE
  - B.W. - BURIED WATER MAIN
  - S.W. - BURIED SEWER LINE
  - G.L. - BURIED GAS LINE
  - E.L. - BURIED ELECTRIC LINE
  - B.C.T.V. - BURIED CABLE TV
  - C.L.F. - CHAIN LINK FENCE
  - W.F. - WOOD FENCE
  - I.F. - IRON FENCE
  - W.I.F. - WROUGHT IRON FENCE
  - O.H.P. - OVERHEAD POWER LINES
  - T.S.L. - TRAFFIC SIGNAL LINE
  - F.G. - FENCE GATE
  - P.L. - PROPERTY LINE
  - R/W - RIGHT-OF-WAY
  - N/F - NOW OR FORMERLY
  - INTX - INTERSECTION
  - R. - CURVE RADIUS
  - L. - CURVE LENGTH
  - Δ - CURVE CENTRAL ANGLE
  - C.B.S. - CHORD BEARING
  - DIST - CHORD DISTANCE
  - L.L. - LAND LOT
  - N. - NORTHING COORDINATE
  - E. - EASTING COORDINATE
  - S/B - SETBACK
  - P.O.B. - POINT OF BEGINNING
  - P.O.C. - POINT OF COMMENCEMENT
  - G.D.O.T. - GEORGIA DEPARTMENT OF TRANSPORTATION
  - STA. - STATION
  - S.O.F. - SQUARE FEET
  - C.O. - CONTIGUOUS OWNERSHIP
  - B.H.L. - BUILDING HEIGHT LOCATION
  - B.H. - BUILDING HEIGHT (FROM GROUND TO ROOF PEAK)
  - S.P. - SPOT ELEVATION
  - C. - CONCRETE
  - W.D. - WOOD DECKING
  - G. - GRAVEL
  - A. - ASPHALT
  - P. - PAVERBRICK

AREA: 3.19 ACRES

- REFERENCES:**
- DEED BOOK 130, PAGE 171
  - DEED BOOK 1220, PAGE 179
  - PLAT BY JERRY D. BULLOCK FOR ELLON A. THOMPSON DATED JUNE 07th, 1994
  - RIGHT-OF-WAY DEED 2748, PAGE 30

**WATER SERVICE BY:**  
ON-SITE PRIVATE WELL

**SEWER SERVICE BY:**  
ON-SITE SEPTIC MANAGEMENT SYSTEM



REGISTERED PROFESSIONAL LAND SURVEYORS  
P.O. BOX 256  
GAINESVILLE, GA. 30503  
PHONE: (770) 532-6492  
FAX: (770) 532-1995  
www.pattonsurveying.com  
LAND SURVEYING FIRM  
CERTIFICATE OF AUTHORIZATION  
NUMBER LSF 001029

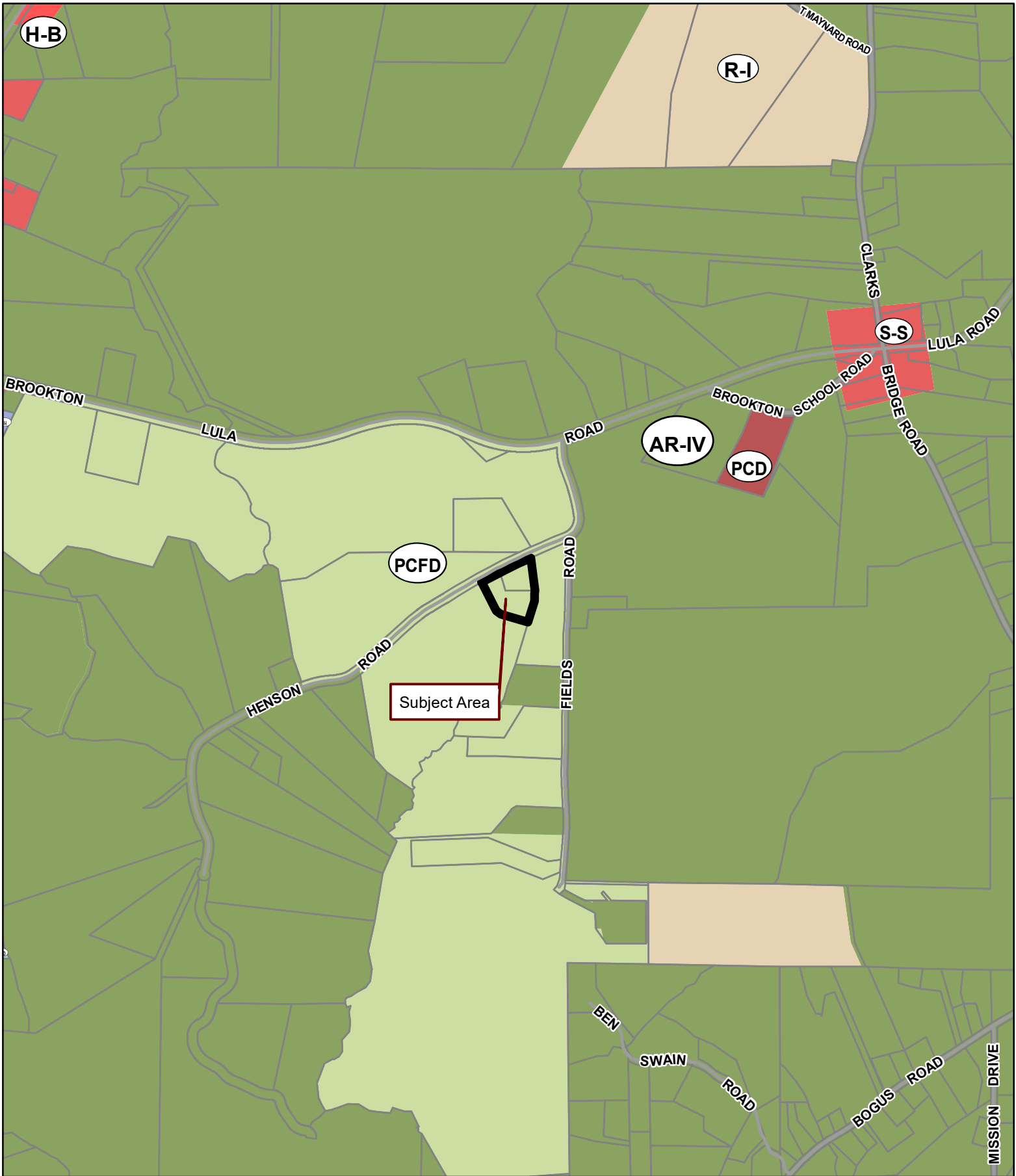
COMPUTATIONS BY: W.G.H.  
SURVEYED BY: S.W. & J.H.  
DRAFTED BY: W.G.H.  
CHECKED BY: C.M.P.

COMBINATION SURVEY FOR:  
**ELLON A. THOMPSON**  
- LOCATED IN -  
LAND LOT 44  
12TH LAND DISTRICT  
HALL COUNTY, GEORGIA

**REVISIONS**

NO.	DESCRIPTION	DATE

SHEET NUMBER:  
**1 of 1**  
SCALE: 1" = 40'  
SURVEY DATE: 8/20/2021  
PLAT DATE: 8/273/2021  
21-189.dwg  
JN. 21-189



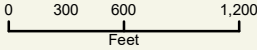
**Applicant:** JAMIE T. CRAWFORD

**Tax Parcel #:** 12044 000016 & 12044 000001 (pt.)

**Location:** 5727 & 5769 HENSON ROAD, GAINESVILLE, GA 30506

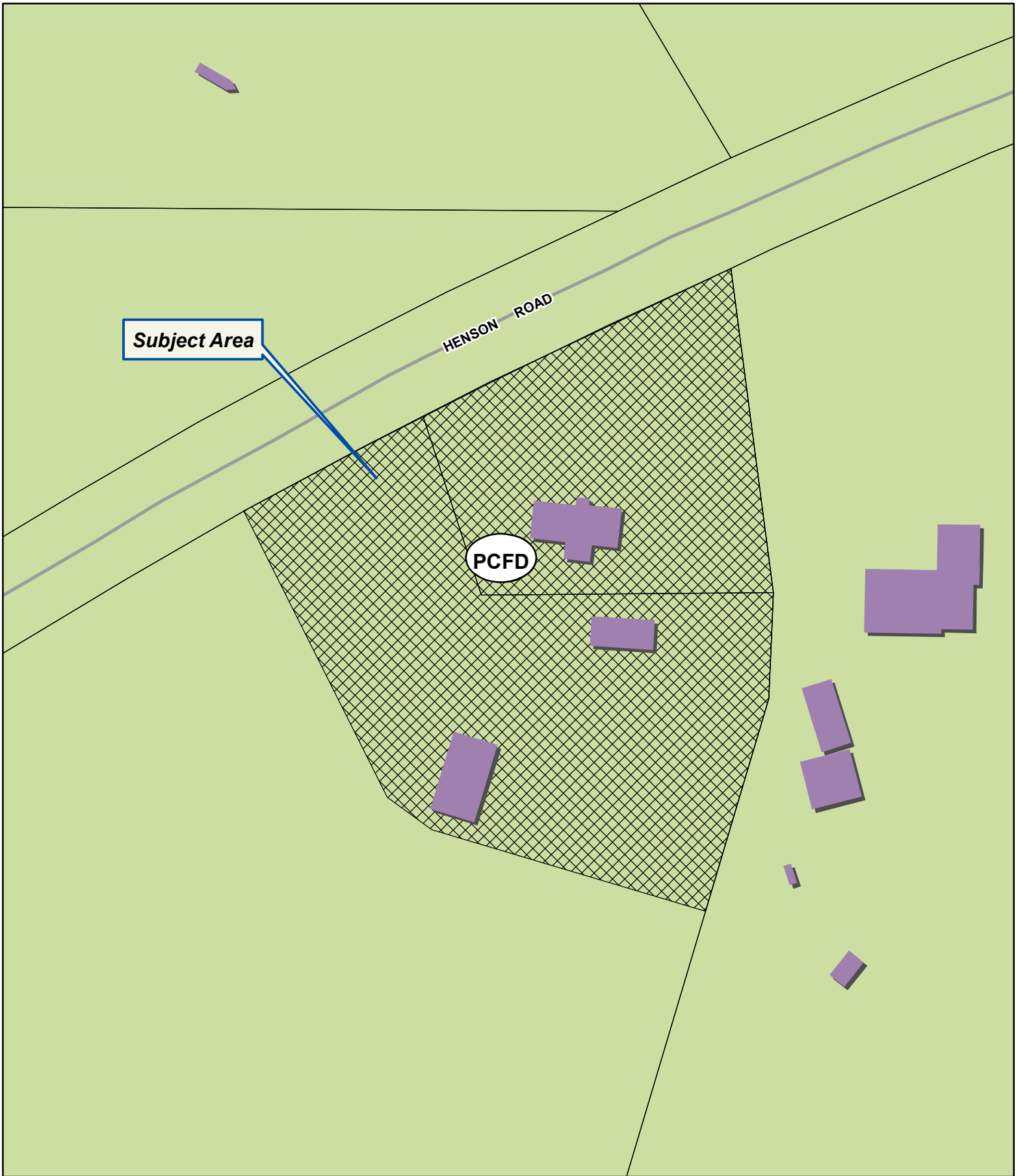
**Commission District 3**

**PC Mtg. Date:** 07/05/2022



- Zoning Boundary
- City Limits
- Subject Area
- Structure





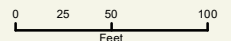
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**Commission District 3**

**PC Mtg. Date:** 07/05/2022



- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- ▭ Structure





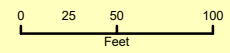
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**Commission District 3**

**PC Mtg. Date:** 07/05/2022



- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area



## Anael Dominguez (Planning)

---

**From:** Emily McGahee (Environmental Health)  
**Sent:** Wednesday, June 15, 2022 2:44 PM  
**To:** Randi Doveton (Planning); Anael Dominguez (Planning)  
**Cc:** Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)  
**Subject:** HCPC Tentative Agenda 7.5.22

Please find Environmental Health comments below:

Item 1, 3053, 3087 McEver Road, Botrus: 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.

Item 2, 6286 Grand Fox Circle, Hewell: The proposed garage location was approved by Environmental Health on February 10, 2022.

Item 3, 5727/5769 Henson Road, Crawford: No comment.

Item 4, 2002 Memorial Park Drive, Sanchez: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 4745 Cagle Mill, Boling: 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 6, 4740 Youngblood Road, Magnus: Connection to public sewer required.

Item 7, 4610/4616 Winder Hwy, Ponderosa Land Holdings: 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.

Emily McGahee  
Hall County Environmental Health  
Hall County Government Center – 3<sup>rd</sup> 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)

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**From:** Niebauer, Parker J <PNiebauer@dot.ga.gov>  
**Sent:** Thursday, June 16, 2022 5:37 PM  
**To:** Anael Dominguez (Planning); Randi Doveton (Planning)  
**Cc:** Peevy, Jonathan; Chavers, Veronica E  
**Subject:** RE: Tentative Planning Agenda for July 5, 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

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**From:** Anael Dominguez (Planning) <adominguez@hallcounty.org>  
**Sent:** Thursday, June 9, 2022 10:05 AM  
**To:** Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Bill Nash (Public Works) <bnash@hallcounty.org>; Brandi Smith (Business License) <bsmith@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chad Harper (Environmental Health) <charper@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>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Mike Little (Parks and Leisure) <mlittle@hallcounty.org>; Nicole Griffin (Tax Assessors) <nicole.griffin@hallcounty.org>; nswafford <nswafford@gainesville.org>; Pam Cravero <Pam.Cravero@hallco.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; Randi Doveton (Planning) <rdoveton@hallcounty.org>; rich <rich@flowerybranchga.org>; Scott Puckett <spuckett@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>; Wanda Sutton (Engineering) <wsutton@hallcounty.org>; will schofield <will.schofield@hallco.org>  
**Subject:** Tentative Planning Agenda for July 5, 2022

Good morning–

Here is the Tentative Agenda and Maps for the **Tuesday, July 5, 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, June 16, 2022**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

Thank you–

## **CALL TO ORDER**

## **AGENDA REVIEW**

## **APPROVAL OF MINUTES – June 20, 2022**

## **OLD BUSINESS**

1. [Previously tabled 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.](#)

## **NEW BUSINESS**

2. [Application of Ken Hewell for a left side yard setback variance from 10 feet to 6 feet on a .27± acre tract located on the west side of Grand Fox Circle approximately 302 feet from its intersection with Forest Knoll Drive; a.k.a. 6286 Grand Fox Circle; Zoned R-I; Tax Parcel 15046K000006. Proposed use: attached garage. \\* Commission District 1.](#)  
**None**
3. [Application of Jamie T. Crawford to rezone from Planned Commercial Farm District \(PCFD\) to Agricultural Residential-IV \(AR-IV\) on a 3.19± acre tract located on the south side of Henson Road approximately 358 feet from its intersection with Fields Road; a.k.a. 5727 & 5769 Henson Road; Zoned PCFD; Tax Parcel 12044 000016 & 12044 000001 \(pt.\). Proposed use: homestead. \\*\\* Commission District 3.](#)  
**None**
4. [Application of Salomon Sancen to rezone from Residential-I \(R-I\) to Highway Business \(H-B\) on a .89± acre tract located on the west side of Memorial Park Drive at its intersection with Browns Bridge Road; a.k.a. 2002 Memorial Park Drive; Zoned R-I; Tax Parcel 08014 005011. Proposed use: retail sales. \\*\\* Commission District 4.](#)  
**None**
5. [Application of Josh Boling to rezone from Agricultural Residential-III \(AR-III\) and Agricultural Residential-IV \(AR-IV\) to Planned Residential District \(PRD\) on a 72.67± acre tract located on the west side of Cagle Mill Road approximately 429 feet from Noah Martin Drive; a.k.a. 4745 Cagle Mill Road; Zoned AR-III & AR-IV; Tax Parcel 15007 000254. Proposed use: single family, townhome, & cluster home development. \\*\\* Commission District 3.](#)  
**GDOT Coordination Required**
6. [Application of Rochester & Associates/Doug Magnus to rezone from Light Industrial \(I-I\) to Residential-I \(R-I\) on a 2.06± acre tract located on the west side of Youngblood Road approximately 416 feet from its intersection with Winder Highway; a.k.a. 4740 Youngblood Road; Zoned I-I; Tax Parcel 15037A000031\(pt.\). Proposed use: single family residence. \\*\\* Commission District 1.](#)  
**None**
7. [Application of Ponderosa Land Holdings, LLC to rezone from Agricultural Residential-III \(AR-III\) and Residential-I \(R-I\) to Planned Residential District \(PRD\) on a 31.64± acre tract located on the west side of Winder Highway at](#)

[its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Zoned AR-III & R-I; Tax Parcel 15037A000070 & 000001. Proposed use: single family development. \\*\\* Commission District 1.](#)

**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 **Thursday, August 11, 2022** at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> 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, August 11, 2022**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> 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](http://www.hallcounty.org) | 770-531-6810



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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  
ENGINEERING DIVISION

## MEMORANDUM

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

SRIKANTH YAMALA  
Director

BILL NASH, P.E.  
Assistant Director

FRANKLIN P. MILLER, P.E.  
County Engineer

**To:** Randi Doveton, Director of Planning and Development

**From:** Srikanth Yamala, Director of Public Works and Utilities

**Date:** June 16, 2022

**Subject:** July 5, 2022 Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the July 5, 2022 meeting. Upon review, we provide the following comments:

1. Previously tabled 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
  - 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:** Buford Sewer
  
2. [Application of Ken Hewell for a left side yard setback variance from 10 feet to 6 feet on a .27± acre tract located on the west side of Grand Fox Circle approximately 302 feet from its intersection with Forest Knoll Drive; a.k.a. 6286 Grand Fox Circle; Zoned R-I; Tax Parcel 15046K000006. Proposed use: attached garage. \\* Commission District 1.](#)
  - a) **Engineering:** No comments
  - b) **Traffic:** No comments
  - c) **Utilities:** No comments
  
3. [Application of Jamie T. Crawford to rezone from Planned Commercial Farm District \(PCFD\) to Agricultural Residential-IV \(AR-IV\) on a 3.19± acre tract located on the south side of Henson Road approximately 358 feet from its intersection with Fields Road; a.k.a. 5727 & 5769 Henson Road; Zoned PCFD; Tax Parcel 12044 000016 & 12044 000001 \(pt.\). Proposed use: homestead. \\*\\* Commission District 3.](#)
  - a) **Engineering:** No comments
  - b) **Traffic:** No comments
  - c) **Utilities:** No comments



HALL COUNTY  
GEORGIA

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

SRIKANTH YAMALA  
Director

BILL NASH, P.E.  
Assistant Director

FRANKLIN P. MILLER, P.E.  
County Engineer

# Hall County Government

PUBLIC WORKS AND UTILITIES  
ENGINEERING DIVISION

4. [Application of Salomon Sancen to rezone from Residential-I \(R-I\) to Highway Business \(H-B\) on a .89± acre tract located on the west side of Memorial Park Drive at its intersection with Browns Bridge Road; a.k.a. 2002 Memorial Park Drive; Zoned R-I; Tax Parcel 08014 005011. Proposed use: retail sales. \\*\\* 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 Hall County and GDOT requirements.
- c) **Utilities:** Will water and sewer service the facility?

5. [Application of Josh Boling to rezone from Agricultural Residential-III \(AR-III\) and Agricultural Residential-IV \(AR-IV\) to Planned Residential District \(PRD\) on a 72.67± acre tract located on the west side of Cagle Mill Road approximately 429 feet from Noah Martin Drive; a.k.a. 4745 Cagle Mill Road; Zoned AR-III & AR-IV; Tax Parcel 15007 000254. Proposed use: single family, townhome, & cluster home development. \\*\\* 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 Hall County studied flood zone. North Oconee Reservoir District requires 150' buffer from top of bank not centerline of stream.
- b) **Traffic:** Proposed access on Cornelia Hwy (SR365) will require a GDOT permit and their approval. Proposed access on Cagle Mill Road must meet Hall County requirements. Any required roadway improvements for either proposed access will be the financial responsibility of the applicant/developer and must be constructed concurrently with the development. Internal roadways shown on the concept do not meet Title 16 of the Hall County Code. If roadways are proposed to be private, variance requests to Title 16 must be specific, justified and approved by the Commission. Any alternate designs not requested/approved will default to the requirements in Title 16. If the roadways are to be considered driveways, subdividing individual lots is not permitted. A bridge is shown along one access. Be aware that Hall County will not accept bridges into County maintenance.
- c) **Utilities:** Hall County sewer district.



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ENGINEERING DIVISION

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County Engineer

6. [Application of Rochester & Associates/Doug Magnus to rezone from Light Industrial \(I-I\) to Residential-I \(R-I\) on a 2.06± acre tract located on the west side of Youngblood Road approximately 416 feet from its intersection with Winder Highway; a.k.a. 4740 Youngblood Road; Zoned I-I; Tax Parcel 15037A000031\(pt.\).Proposed use: single family residence. \\*\\* Commission District 1.](#)
  - a) **Engineering:** Show Hall County studied flood zone. Show stream and impervious setback from wretched vegetation not centerline of stream.
  - b) **Traffic:** No comments
  - c) **Utilities:** Hall County sewer district.
  
7. [Application of Ponderosa Land Holdings, LLC to rezone from Agricultural Residential-III \(AR-III\) and Residential-I \(R-I\) to Planned Residential District \(PRD\) on a 31.64± acre tract located on the west side of Winder Highway at its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Zoned AR-III & R-I; Tax Parcel 15037A000070 & 000001. Proposed use: single family development. \\*\\* 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.
  - b) **Traffic:** Access must be permitted/approved through GDOT.
  - c) **Utilities:** Hall County sewer.

**ZONING NOTICE**  
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY  
APPLICANT: JAIME T CRAWFORD  
REQUEST: REZONE FROM PCFD TO AR-IV FOR A HOMESTEAD  
PUBLIC HEARINGS WILL BE HELD ON:  
PLANNING COMMISSION      COUNTY COMMISSION  
Date: 07-08-22      AND      Date: 08-11-22  
Time: 05:15 PM      Time: 06:00 PM  
HALL COUNTY GOVERNMENT CENTER, 205 BROWN 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: JAIME T CRAWFORD

REQUEST: REZONE FROM PCFD TO AR-IV FOR A HOMESTEAD

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION		COUNTY COMMISSION
Date: <u>07-05-22</u>	AND	Date: <u>08-11-22</u>
Time: <u>05:15 PM</u>		Time: <u>06:00 PM</u>

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



## **AGENDA ITEM**

### **Planning and Development**

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**REPORT TO:** **Work Session (08/08/22)**

**REPORT TO:** **Voting Meeting (08/11/22)**

**ITEM NO:** 403/2022

**SUBJECT:** Application of Ponderosa Land Holdings, LLC to rezone from Agricultural Residential-III (AR-III) and Residential-I (R-I) to Planned Residential Development (PRD) on a 31.64± acre tract located on the west side of Winder Highway at its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Zoned AR-III & R-I; Tax Parcel 15037A000070 & 000001. Proposed use: single family development. Commission District 1.

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#### **Meetings:**

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### **Executive Summary:**

**Presenter:** RD

**Recommendation:**

Approval, with conditions: 1. The development shall generally occur as depicted on the site plan and described in the project narrative. 2. The proposed residential development shall conform to Â§17.180.060 Planned Residential Development (PRD) standards, if not amended in the conditions to follow. 3. There shall be no more than 54 total units in the development (a density of 1.9 units per acre). 4. The following standards shall apply to the development: a. Setbacks: 1. Front: 25 feet from center line of road 2. Side: 5 feet 3. Rear: 20 feet b. All site plans shall indicate that the distance from the rear of the sidewalk to the garage meets or exceeds 22 feet. c. Open Space: minimum of 30%. d. The Open Space and lot configuration shall be redesigned to meet Â§17.430.110.E and Â§17.430.110.F, including the requirement that "F. The open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjointing lots shall be provided with safe, convenient access to the open space." The redesigned lot layout shall be approved by the Planning Director prior to submission of the application for a Preliminary Plat/ LDP application. e. All trail systems shall be in compliance with Â§17.430.110.C. f. 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 planted buffers shall conform to the requirements as described in section 17.260.020 titled Vegetation Buffers and Vision Clearance. g. Architectural standards: All facades of all residences, 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. 5. The applicant has stated that there shall be a mandatory homeowners association. 6. The proposed Stormwater BMP (pond) shall be on a separate "utility" lot that is not a part of the open space. 7. The proposed sewer lift station shall be on a separate "utility" lot with design, ownership and access to be determined by Hall County Public Works prior to submission of the Preliminary Plat/ LDP application. 8. All access to the development shall be provided via a new road connecting to Winder Highway (GA-53), which shall be reviewed and permitted by GDOT/ Hall County Public Works. No lot shall have direct access to Winder Highway. A five (5) foot non-access easement shall be indicated on all lots that have direct frontage to Winder Highway (GA-53). 9. The lots shall be designed so that all state waters and required buffers (75') do not encroach on individual lots. 10. 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." 11. All conditions of zoning shall be made part of any plats created for the property. 12. Applicant shall provide architectural renderings and elevations depicting materials to Hall County Planning staff no later than July 29, 2022. 13. 5 foot sidewalks shall be required along each side of the streets. 14. Stream buffer shall meet all 50 foot buffer requirements.

**Purpose of Request:**

Application of Ponderosa Land Holdings, LLC to rezone from Agricultural Residential-III (AR-III) and Residential-I (R-I) to Planned Residential Development (PRD) on a 31.64± acre tract located on the west side of Winder Highway at its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Zoned AR-III & R-I; Tax Parcel 15037A000070 & 000001. Proposed use: single family development. 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:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
AD	RD	EW	WG
<b>Attorney</b>	<b>Administration</b>		<b>Clerk</b>
WLI	LJ		JR

**Attachments:**

- Revised Board Memo - as of 7/28/2022
- Board Memo
- Recommendation Report
- Application
- Narrative
- Revised Site Plan - as of 7/28/2022
- Site Plan
- Renderings
- Maps
- Deed
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Public 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:** July 28, 2022

**Subject:** Application of Ponderosa Land Holdings, LLC to rezone from Agricultural Residential-III (AR-III) and Residential-I (R-I) to Planned Residential District (PRD) on a 31.64± acre tract located on the west side of Winder Highway at its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Zoned AR-III & R-I; Tax Parcel 15037A000070 & 000001. Proposed use: single family development. Commission District 1.

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**On July 28, 2022, the applicant submitted a revised site plan that partially addressed some items within the Planning Commission's recommended conditions:**

- The 50FT vegetative buffer is not included in the lot area.
- The streets have a sidewalk on each side.
- The 75FT stream buffer is not included in the lot but is the rear property line of lots 21 through 31, and a side property line for lots 42 and 43.
- A landscape strip is shown adjacent to Winder Hwy but is not labeled as a "no access strip" and is included in the lot area.
- Also, the applicant did not create separate parcels for the detention ponds and lift station as requested by the Planning Commission.
- The applicant submitted photos of the front of existing homes but did not submit true elevations of the proposed dwellings nor did they provide renderings or photos of the sides and rear facades.
  - It should also be noted that the adjacent property owner to lots 1 through 8 is not J. Douglas Magnus but David T. and Mary Jean Strickland.

At their July 5, 2022 meeting, the Hall County Planning Commission voted to recommend approval (3-0) of this request with the following fourteen (14) conditions:

1. *The development shall generally occur as depicted on the site plan and described in the project narrative.*
2. *The proposed residential development shall conform to §17.180.060 Planned Residential Development (PRD) standards, if not amended in the conditions to follow.*

3. There shall be no more than 54 total units in the development (a density of 1.9 units per acre).
4. The following standards shall apply to the development:
  - a. Setbacks:
    1. Front: 25 feet from center line of road
    2. Side: 5 feet
    3. Rear: 20 feet
  - b. All site plans shall indicate that the distance from the rear of the sidewalk to the garage meets or exceeds 22 feet.
  - c. Open Space: minimum of 30%.
  - d. The Open Space and lot configuration shall be redesigned to meet §17.430.110.E and §17.430.110.F, including the requirement that “F. The open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjoining lots shall be provided with safe, convenient access to the open space.” The redesigned lot layout shall be approved by the Planning Director prior to submission of the application for a Preliminary Plat/ LDP application.
  - e. All trail systems shall be in compliance with §17.430.110.C.
  - f. 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 planted buffers shall conform to the requirements as described in section 17.260.020 titled Vegetation Buffers and Vision Clearance.
  - g. Architectural standards: All facades of all residences, 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.
5. The applicant has stated that there shall be a mandatory homeowners association.
- 6. The proposed Stormwater BMP (pond) shall be on a separate “utility” lot that is not a part of the open space.**
- 7. The proposed sewer lift station shall be on a separate “utility” lot with design, ownership and access to be determined by Hall County Public Works prior to submission of the Preliminary Plat/ LDP application.**
8. All access to the development shall be provided via a new road connecting to Winder Highway (GA-53), which shall be reviewed and permitted by GDOT/ Hall County Public Works. No lot shall have direct access to Winder Highway. **A five (5) foot non-access easement shall be indicated on all lots that have direct frontage to Winder Highway (GA-53).**
9. **The lots shall be designed so that all state waters and required buffers (75’) do not encroach on individual lots.**
10. 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.”*

11. *All conditions of zoning shall be made part of any plats created for the property.*

**12. Applicant shall provide architectural renderings and elevations depicting materials to Hall County Planning staff no later than July 29, 2022.**

**13. 5 foot sidewalks shall be required along each side of the streets.**

14. *Stream buffer shall meet all 50 foot buffer requirements.*

There were zero (2) written comments in opposition submitted in advance of the Planning Commission meeting and three (3) people spoke in opposition during the public hearing on July 5, 2022.



# Hall County Government

## PLANNING & DEVELOPMENT

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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:** July 20, 2022

**Subject:** Application of Ponderosa Land Holdings, LLC to rezone from Agricultural Residential-III (AR-III) and Residential-I (R-I) to Planned Residential District (PRD) on a 31.64± acre tract located on the west side of Winder Highway at its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Zoned AR-III & R-I; Tax Parcel 15037A000070 & 000001. Proposed use: single family development. Commission District 1.

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Application of Ponderosa Land Holdings, LLC to rezone from Agricultural Residential-III (AR-III) and Residential-I (R-I) to Planned Residential District (PRD) on a 31.64± acre tract located on the west side of Winder Highway at its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Zoned AR-III & R-I; Tax Parcel 15037A000070 & 000001. Proposed use: single family development. Commission District 1.

At their July 5, 2022 meeting, the Hall County Planning Commission voted to recommend approval (3-0) of this request with the following fourteen (14) conditions:

1. *The development shall generally occur as depicted on the site plan and described in the project narrative.*
2. *The proposed residential development shall conform to §17.180.060 Planned Residential Development (PRD) standards, if not amended in the conditions to follow.*
3. *There shall be no more than 54 total units in the development (a density of 1.9 units per acre).*
4. *The following standards shall apply to the development:*
  - a. *Setbacks:*
    1. *Front: 25 feet from center line of road*
    2. *Side: 5 feet*
    3. *Rear: 20 feet*
  - b. *All site plans shall indicate that the distance from the rear of the sidewalk to the garage meets or exceeds 22 feet.*
  - c. *Open Space: minimum of 30%.*
  - d. *The Open Space and lot configuration shall be redesigned to meet §17.430.110.E and §17.430.110.F, including the requirement that "F. The open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjointing lots shall be provided with safe, convenient access to the open space."*

*The redesigned lot layout shall be approved by the Planning Director prior to submission of the application for a Preliminary Plat/ LDP application.*

- e. All trail systems shall be in compliance with §17.430.110.C.*
- f. 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 planted buffers shall conform to the requirements as described in section 17.260.020 titled Vegetation Buffers and Vision Clearance.*
- g. Architectural standards: All facades of all residences, 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.*
- 5. The applicant has stated that there shall be a mandatory homeowners association.*
- 6. The proposed Stormwater BMP (pond) shall be on a separate "utility" lot that is not a part of the open space.*
- 7. The proposed sewer lift station shall be on a separate "utility" lot with design, ownership and access to be determined by Hall County Public Works prior to submission of the Preliminary Plat/ LDP application.*
- 8. All access to the development shall be provided via a new road connecting to Winder Highway (GA-53), which shall be reviewed and permitted by GDOT/ Hall County Public Works. No lot shall have direct access to Winder Highway. A five (5) foot non-access easement shall be indicated on all lots that have direct frontage to Winder Highway (GA-53).*
- 9. The lots shall be designed so that all state waters and required buffers (75') do not encroach on individual lots.*
- 10. 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."*
- 11. All conditions of zoning shall be made part of any plats created for the property.*
- 12. Applicant shall provide architectural renderings and elevations depicting materials to Hall County Planning staff no later than July 29, 2022.*
- 13. 5 foot sidewalks shall be required along each side of the streets.*
- 14. Stream buffer shall meet all 50 foot buffer requirements.*

There were zero (2) written comments in opposition submitted in advance of the Planning Commission meeting and three (3) people spoke in opposition during the public hearing on July 5, 2022.

There have been no changes to the request since the Planning Commission took action.

**HALL COUNTY PLANNING COMMISSION  
RECOMMENDATION REPORT**

**Applicant** ..... Ponderosa Land Holdings, LLC

**Request** ..... Agricultural Residential-III (AR-III) and Residential-I (R-I) to Planned Residential District (PRD)

**Proposed Use** ..... Single family development

**Size** ..... 31.64± acres

**Zoning** ..... AR-III and R-I

**Location** ..... On the west side of Winder Highway at its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Tax Parcels 15037A000070 & 000001.

**Commission District** ..... One

**Planning Commission Date** ..... July 5, 2022

**Staff Recommendation** ..... **Approval, with conditions**

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**Planning Commission Recommendation: Approval, with conditions**  
**Vote: 3-0 (Pilcher and Bell absent)**

**Conditions:**

1. *The development shall generally occur as depicted on the site plan and described in the project narrative.*
2. *The proposed residential development shall conform to §17.180.060 Planned Residential Development (PRD) standards, if not amended in the conditions to follow.*
3. *There shall be no more than 54 total units in the development (a density of 1.9 units per acre).*
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  - c. *Open Space: minimum of 30%.*

- d. *The Open Space and lot configuration shall be redesigned to meet §17.430.110.E and §17.430.110.F, including the requirement that “F. The open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjoining lots shall be provided with safe, convenient access to the open space.” The redesigned lot layout shall be approved by the Planning Director prior to submission of the application for a Preliminary Plat/ LDP application.*
  - e. *All trail systems shall be in compliance with §17.430.110.C.*
  - f. *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 planted buffers shall conform to the requirements as described in section 17.260.020 titled Vegetation Buffers and Vision Clearance.*
  - g. *Architectural standards: All facades of all residences, 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.*
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“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.”*
  11. *All conditions of zoning shall be made part of any plats created for the property.*
  12. *Applicant shall provide architectural renderings and elevations depicting materials to Hall County Planning staff no later than July 29, 2022.*
  13. *5 foot sidewalks shall be required along each side of the streets.*
  14. *Stream buffer shall meet all 50 foot buffer requirements.*

**Applicant Proposal**

The applicant is requesting approval to rezone 31.60 acres from Agricultural Residential III (ARIII) to Planned Residential Development (PRD) for the purpose of developing a 54 lot subdivision. The narrative submitted by the application states that the proposed development meets the standards outlined in §17.180.060 – Planned Residential Development District – of the Official Code of Hall County.

The applicant's narrative states that the property currently consists of two tracts of land that would be combined and redeveloped to contain the 54 lots (1.7 units per acre). The proposed site plan indicates 15.719± acres (49.7%) of open space. The narrative continues that the property contains over 2,800 linear feet of streams and their associated buffers, which comprises much of the open space.

The narrative continues to describe how potential impacts to adjoining properties will be mitigated by 25 foot vegetated zoning buffers with a 6 foot wooden fence along all developed areas. Additionally, the proposed open space will act as a buffer for portion of the development.

Per the narrative, the development will be served by an existing Hall County gravity sewer line, which is adjacent to the property along the Winder Highway right-of-way. The applicant proposes connecting to this gravity line via a lift station to be designed and constructed at the west end of the proposed subdivision road. A force main would be utilized to carry effluent from the proposed development to the gravity line on Winder Highway.

### **History and Existing Land Uses**

The subject property is approximately 31.06± acres and is zoned both Agricultural Residential III (AR-III) and Residential I (R-I). The properties are currently developed with single family residences and various outbuildings over the two parcels. The structures will be removed prior to development of the subdivision.

Along Winder Highway are a mixture of properties zoned R-I and AR-III. Adjacent, existing land uses include low density residential, agricultural uses and the Chestnut Mountain Elementary School.

### **Comprehensive Plan Land Use Designation**

The Comprehensive Plan's future land use designation for the subject parcel is "Residential." Residential Areas are characterized by moderate-density (2 dwellings per acre) 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

The request is consistent with the Comprehensive Plan.

### **Development Support and Constraints**

#### **Hall County Environmental Health**

In an email dated June 15, 2022 Emily McGahee stated “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.”

#### **Hall County Fire Services**

No comments were provided as part of this request.

Per Hall County GIS, the subject parcel is located approximately 1.3 miles from Hall County Fire Station #12, located at 4890 Winder Highway. There are fire hydrants to the east and west of the subject property, along Winder Highway.

#### **Hall County Public Works and Utilities**

In a memo dated June 16, 2022, from Srikanth Yamala, 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.

##### **Traffic Engineering**

Access must be permitted/approved through GDOT.

##### **Utilities**

Hall County sewer.

**Hall County Tax Assessors** No comments were provided.

#### **Gainesville Water Resources**

No letter of service was submitted as part of the request.

Per Hall County GIS, there is public water line operated by the City of Gainesville in the right-ofway along Winder Highway.

Georgia Department of Transportation

Per an email dated June 16, 2022, Parker Niebauer, District 1 Traffic Operations Supervisor, confirmed that this project will require GDOT coordination.

Zoning Analysis

- The proposed use request is consistent with the Comprehensive Plan, as it has a lower density than the maximum requirement within the “Residential” land use designation.
  - Within the residential character area the maximum density is recommended to be two units per acre.
- The applicant is requesting to rezone the property from Agricultural Residential III (AR-III) to Planned Residential Development (PRD) for the purpose of developing a 54 lot subdivision.
  - Per §17.180.060., 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.
- Per §17.180.060.B.2, dimensional standards for single-family residences are detailed below. If standards are not specifically proposed, then the applicable standards in the residential-I (R-I) district shall apply.
  - Lot area. Minimum lot area standards of 8,000 square feet for lots served by sanitary sewer. The overall gross density not to exceed two units per acre.
    - Per the site plan, the minimum lot size is 8,000 square feet. This standard **is met.**
  - Lot width. Minimum lot width of 50 feet.
    - Per the site plan, the minimum lot width is 50 feet. This standard **is met.**
  - Setbacks:
    - Minimum front yard setback from the property line of 25 feet.
- Per the site plan, the front setback is 25 feet. This standard **is met.** ▪ Minimum side yard setback from the property line of five feet.
- Per the site plan, the side yard setback is 5 feet. This standard **is met.**
  - Minimum rear yard setback from the property line of 20 feet.
- Per the site plan, the rear setback is 20 feet. This standard **is met.**
- Per §17.180.060.B.5, 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.
  - Per the applicant’s narrative and site plan, a 25 foot vegetated buffer with a 6 foot wooden fence along all developed areas is proposed. This standard **is not met.**
- Per §17.180.060.B.6, a minimum of two trees per lot shall be provided or preserved in the front, side, or rear yard of each lot.
  - The applicant’s narrative and site plan do not discuss this standard. It **cannot be determined** if this standard is met.

- Per §17.180.060.B.7.a, residential developments with less than 150 lots shall only be required to have one entrance.
  - This standard **is met**.
- Per §17.180.060.B.7.b, all planned residential developments shall construct sidewalks on both sides of the streets that are a minimum of five feet wide.
  - The applicant's narrative and site plan do not specify a sidewalk width, though one is represented on both side of the street on the site plan. It **cannot be determined** if this standard is met.
- Per §17.180.060.B.8, the development shall conform to all open space requirements of sections 17.430.100 through 17.430.150, as shown under the conservation subdivision design option chapter. The only open space requirement that may differ from those standards set forth in section 17.430.110 is the open space shall comprise at least 30 percent of the gross tract area. The open space requirements include:
 

*At least 75 percent of the open space shall be in a contiguous tract. The open space should adjoin any neighboring areas of open space, other protected areas, and non-protected natural areas that would be candidates for inclusion as part of a future area of protected open space.*

*The open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjointing lots shall be provided with safe, convenient access to the open space.*

  - The applicant's narrative and site plan indicate that 15.719 acres or approximately 44% of the site will be preserved as open space. This for minimum open space is met, however the design standards are **not met** as required in sections 17.430.100 through 17.430.150.
    - Per §17.430.120, permitted uses of open space, the following uses are permitted: conservation of natural, archeological or historical resources; meadows, woodlands, wetlands, wildlife corridors, game preserves, or similar conservation-oriented areas; walking or bicycle trails, provided they are constructed of porous paving materials; passive recreation areas; active recreation areas, provided that they are limited to no more than ten percent of the total open space and are not located within primary conservation areas; agriculture, horticulture, silviculture or pasture uses; nonstructural stormwater management practices; easements for drainage, access, and underground utility lines; golf courses; or other conservation-oriented uses compatible with the purposes of this chapter.
      - The applicant has not indicated the programming for the open space.
- Per §17.180.060.B.9, provides design guidelines and standards for planned residential developments.
  - All facades of all residences 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.
    - No architectural renderings were submitted as part of this request. It **cannot be determined** if this standard is met.

- Per §17.180.060.B.9.b, single-family residence garages, garage placement shall be if the following: semi-flush, recessed, side-loaded, carriage court, or detached.
  - No architectural renderings were submitted as part of this request. It **cannot be determined** if this standard is met.
- Per §17.180.060.B.11, all new subdivisions are required to provide a cluster mailbox unit (CBU) for regular mail service delivery.
  - No cluster mailbox unit is noted on the site plan. This standard **is not met**.
- No traffic study was required for this rezoning request. Per §17.380.050 of the Official Code of Hall County requires any application proposing the development of 100 or more residential dwelling units to submit a traffic impact study as part of an application.
  - The proposed development contains 54 lots.
- Per comment from the Georgia Department of Transportation, this project will require coordination with them.
- The applicant's narrative indicates that sewer service will be provided via a gravity sewer line available along Winder Highway. No letter from a municipality confirming capacity was submitted with the application.
- The applicant did not state how water service would be provided for the development. There is a City of Gainesville waterline along Winder Highway right-of-way.

**Staff Recommendation**

Staff recommends **approval** of the applicant's request with the following conditions:

1. The development shall generally occur as depicted on the site plan and described in the project narrative, modified for compliance with zoning conditions and Hall County regulations.
2. The proposed residential development shall conform to §17.180.060 Planned Residential Development (PRD) standards.
3. There shall be no more than 54 total units in the development (a density of 1.7 units per acre).
4. The following standards shall apply to the development:
  - a. Setbacks:
    1. Front: 25 feet from center line of road
    2. Side: 5 feet
    3. Rear: 20 feet
  - b. All site plans shall indicate that the distance from the rear of the sidewalk to the garage meets or exceeds 22 feet.
  - c. Open Space: minimum of 30%.
  - d. The Open Space and lot configuration shall be redesigned to meet §17.430.110.E and §17.430.110.F, including the requirement that "*F. The open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjointing lots shall be provided with safe, convenient access to the open space.*" The redesigned lot layout shall be approved by the Planning Director prior to submission of the application for a Preliminary Plat/ LDP application.

- e. A recreational trail system shall be constructed with low impact/ non-pervious materials (mulch or other approved materials) in the Open Space with a connection to the sidewalk system. The trail system shall have a minimum length of 1,500 and a width of four (4) feet that generally follows the stream to the south of the property. The Open Space shall connect to the street system to provide access to the trail system. The trail system is allowed to encroach into the buffers. The trail system design shall be approved by the Planning Director prior to submission of the application for a Preliminary Plat/ LDP application.
  - f. 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 planted buffers shall conform to the requirements as described in section 17.260.020 titled Vegetation Buffers and Vision Clearance.
  - g. Architectural standards: All facades of all residences, 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.
5. A homeowners association is required to maintain the common ownership elements of the development.
  6. The proposed Stormwater BMP (pond) shall be on a separate "utility" lot that is not a part of the open space.
  7. The proposed sewer lift station shall be on a separate "utility" lot with design, ownership and access to be determined by Hall County Public Works prior to submission of the Preliminary Plat/ LDP application.
  8. All access to the development shall be provided via a new road connecting to Winder Highway (GA-53), which shall be reviewed and permitted by GDOT/ Hall County Public Works. No lot shall have direct access to Winder Highway. A five (5) foot non-access easement shall be indicated on all lots that have direct frontage to Winder Highway (GA53).
  9. The lots shall be designed so that all state waters and required buffers (75') do not encroach on individual lots.
  10. 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."
  11. All conditions of zoning shall be made part of any plats created for the property.

**Excerpts from the minutes of the July 5, 2022 meeting**

**Applicant's Presentation:**

**Randi Doveton, Planning Director**, presented a summary of the request.

**Johnny Free, 116 Sand Hill Lane, Jefferson**, presented the request. The applicant stated that there is an easement at the corner of the lot that was recently discovered so they are going to move the 50 foot buffer to start at the property line, further moving it into the property. The applicant stated that there would be a 6 foot privacy fence running down the west side of the property line.

***Rebuttal***

The applicant stated that he has not made campaign contributions to anyone in the county as stated in the public forum. The applicant stated that the deceleration lane will start at the property line, it will not cross anyone's property. The applicant stated that houses will range from 1,800 to 3,000 square feet depending on the size of the lot, sale price will range from \$425k to \$550k, and the lots are about 120 feet deep on average. The applicant wanted to specify that the site plan was also sketched in compliance with GDOT guidelines.

**Public Forum:**

**Jerry Hagen, 4951 Harvest Court, Flowery Branch**, spoke in opposition. Concerns were traffic.

**Terrel Strickland, 4606 Winder Highway, Flowery Branch**, spoke in opposition. Concerns were easement, buffer, and traffic.

**Ryan Smith, 3926 Ellison Farm Road, Braselton**, spoke in opposition. Concerns were architectural structures, buffers, placement, school traffic, setbacks, and campaigning contributions.

**Planning Commission Comments:**

Mr. Braswell questioned if the septic was approved by Gainesville Water. The applicant stated it was approved by email. Mr. Hunt questioned who will be maintaining the buffers. The applicant stated that the homeowners association would. Mr. Hunt questioned if there would be sidewalks on both sides of the street. The applicant stated there would be. Mr. Varner questioned if they had submitted elevations. The applicant stated that they did not submit elevations but they would comply with Hall County standards. Mr. Hunt questioned buffers and how that might change the size of the homes. Mr. Hunt wanted to make sure that the easement would have a 50 foot buffer.

**Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Varner. Vote: 3-0 (Pilcher & Bell Absent)**

***Conditions:***

1. *The development shall generally occur as depicted on the site plan and described in the project narrative.*

2. *The proposed residential development shall conform to §17.180.060 Planned Residential Development (PRD) standards, if not amended in the conditions to follow.*
3. *There shall be no more than 54 total units in the development (a density of 1.9 units per acre).*
4. *The following standards shall apply to the development:*
  - a. *Setbacks:*
    1. *Front: 25 feet from center line of road*
    2. *Side: 5 feet*
    3. *Rear: 20 feet*
  - b. *All site plans shall indicate that the distance from the rear of the sidewalk to the garage meets or exceeds 22 feet.*
  - c. *Open Space: minimum of 30%.*
  - d. *The Open Space and lot configuration shall be redesigned to meet §17.430.110.E and §17.430.110.F, including the requirement that "F. The open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjoining lots shall be provided with safe, convenient access to the open space." The redesigned lot layout shall be approved by the Planning Director prior to submission of the application for a Preliminary Plat/ LDP application.*
  - e. *All trail systems shall be in compliance with §17.430.110.C.*
  - f. *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 planted buffers shall conform to the requirements as described in section 17.260.020 titled Vegetation Buffers and Vision Clearance.*
  - g. *Architectural standards: All facades of all residences, 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.*
5. *The applicant has stated that there shall be a mandatory homeowners association.*
6. *The proposed Stormwater BMP (pond) shall be on a separate "utility" lot that is not a part of the open space.*
7. *The proposed sewer lift station shall be on a separate "utility" lot with design, ownership and access to be determined by Hall County Public Works prior to submission of the Preliminary Plat/ LDP application.*
8. *All access to the development shall be provided via a new road connecting to Winder Highway (GA-53), which shall be reviewed and permitted by GDOT/ Hall County Public Works. No lot shall have direct access to Winder Highway. A five (5) foot non-access easement shall be indicated on all lots that have direct frontage to Winder Highway (GA-53).*
9. *The lots shall be designed so that all state waters and required buffers (75') do not encroach on individual lots.*
10. *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.”*

- 11. All conditions of zoning shall be made part of any plats created for the property.*
- 12. Applicant shall provide architectural renderings and elevations depicting materials to Hall County Planning staff no later than July 29, 2022.*
- 13. 5 foot sidewalks shall be required along each side of the streets.*
- 14. Stream buffer shall meet all 50 foot buffer requirements.*



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**

<b>Applicant (Name &amp; Mailing Address)</b>	<b>Property Owner (Name &amp; Mailing Address)</b>
<u>PONDEROSA LAND HOLDINGS, LLC</u>	<u>B.H. Enterprises</u>
<u>3643 EXPLORER TRAIL, SUITE B</u>	<u>4757 River Bottom Drive</u>
<u>OAKWOOD, GA 30566</u>	<u>Gainesville GA 30507</u>
Phone <u>678-925-6904</u>	Phone <u>770-654-1329</u>
Email Address <u>johnnyejbfree LLC.com</u>	Email Address <u>mab3649@gmail.com</u>
Proposed Use <u>PRD - SINGLE FAMILY DETACH &gt; 1.7 <sup>UNITS</sup> <del>ACRES</del> PER ACRE</u>	

<b>Contact Person (Name &amp; Mailing Address)</b>	<b>Status of Applicant</b>	<b>Requested Action</b>
<u>Johnny Free</u>	<input type="checkbox"/> Owner	Existing Zoning: <u>AR-III + R-1</u>
<u>PONDEROSA LAND HOLDINGS, LLC</u>	<input checked="" type="checkbox"/> Option to Purchase	Rezone to: <u>PRD</u>
<u>3643 EXPLORER TRAIL, SUITE B OAKWOOD, GA 30566</u>	<input type="checkbox"/> Area Resident	Fee: \$ _____
Phone <u>678-925-6904</u>	<input type="checkbox"/> Other	Receipt #: _____
Email Address <u>johnnyejbfree LLC.com</u>		Check #: _____
Tax Parcel Number <u>15037A000001</u>	Acreage <u>10.22</u>	
Location Address <u>4616 WINDER HIGHWAY</u>		

I hereby certify that the above information and all attached information are true and correct.

x Sign Bobby F. Benfield Date: 05/14/2022

**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: \_\_\_\_\_ Taken by: \_\_\_\_\_  
 Tentative Planning Commission Date: \_\_\_\_\_ Tentative County Commission Date: \_\_\_\_\_  
 County Commission District: \_\_\_\_\_

PLANNING AND DEVELOPMENT DEPARTMENT  
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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) B.U. Enterprises  
Address 4757 River Bottom Drive  
Gainesville GA 30507  
Phone Number 770-654-1329

Name of applicant(s) PONDEROSA LAND HOLDINGS, LLC  
Address 3643 EXPLORER TRAIL SUITE B  
OAKWOOD, GA 30566  
Phone Number 678-925-6904

**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)

x Bulky R. Benefield

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.

Cynthia Loretta McGuire  
Notary Public

5.15.22  
Date CS



### 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: Bobby B. Benefield

Date: 05/14/2022

Applicant's/Owner's Name (Printed): Bobby Benefield

## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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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\*\* X I have not \_\_\_\_\_

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

\*\*If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): N/A Office: N/A

Dollar Amount: N/A Date of Contribution: N/A

Applicant's/Owner's Signature: [Signature] Date: \_\_\_\_\_

Applicant's/Owner's Name (Printed): Johnny Free

### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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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.

(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\*\* X I have not     

within the two years immediately preceding this date, made any contribution(s) aggregating \$250.00 or more to any local government official involved in the review or consideration of this application.

\*\*If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): N/A Office: N/A

Dollar Amount: N/A Date of Contribution: N/A

Applicant's/Owner's Signature: [Signature] Date: 05/14/2022

Applicant's/Owner's Name (Printed): Johnny Frec

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**

<b>Applicant (Name &amp; Mailing Address)</b>	<b>Property Owner (Name &amp; Mailing Address)*</b>
<u>PONDEROSA LAND HOLDINGS LLC</u>	<u>Susan Strickland</u>
<u>3643 EXPLORER TRAIL, SITE B</u>	<u>3940 Ellison Farm Road</u>
<u>OAKWOOD, GA 30566</u>	<u>Brasletton, GA 30517</u>
Phone <u>678-925-6904</u>	Phone <u>770 510-6918</u>
Email Address <u>johnny@jdfreelc.com</u>	Email Address <u>lmsstrickland@bell south.net</u>
Proposed Use <u>PRD - SINGLE FAMILY DETACH &gt; 1.7 UNITS PER ACRE</u>	

<b>Contact Person (Name &amp; Mailing Address)</b>	<b>Status of Applicant</b>	<b>Requested Action</b>
<u>Johnny Free</u>	<input type="checkbox"/> Owner	Existing Zoning: <u>AR-III + R-1</u>
<u>PONDEROSA LAND HOLDINGS, LLC</u>	<input checked="" type="checkbox"/> Option to Purchase	Rezoned to: <u>PRD</u>
<u>3643 EXPLORER TRAIL, SUITE B OAKWOOD, GA 30566</u>	<input type="checkbox"/> Area Resident	Fee: \$ <u>1500.00</u>
Phone <u>678-925-6904</u>	<input type="checkbox"/> Other	Receipt #: <u>859002</u>
Email Address <u>johnny@jdfreelc.com</u>		Check #: <u>1222</u>
Tax Parcel Number <u>15037A000070</u>	Acreage <u>20.10</u> ACRES	
Location Address <u>4610 WINDER HIGHWAY</u>		

I hereby certify that the above information and all attached information are true and correct.

\* Sign Susan Strickland Date: 5-14-22

**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: 5/17 Taken by: \_\_\_\_\_

Tentative Planning Commission Date: 7/05/22 Tentative County Commission Date: 8/11/22

County Commission District: 1

ZON2022-00054

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) Susan Strickland  
Address 3940 Ellison Farm Road  
Braselton, GA 30517  
Phone Number 770 540-6948

Name of applicant(s) PONDEROSA LAND HOLDINGS, LLC  
Address 3643 Explorer Trail, Suite B  
Oakwood, GA 30566  
Phone Number 678-925-6904

**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)  
\* Susan Strickland

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.

Cynthia Loretta McGuire  
Notary Public

5-14-22  
Date



### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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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.
- (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: Susan Strickland

Date: 5-11-22

Applicant's/Owner's Name (Printed): Susan Strickland



May 19, 2022

Planning and Development Department  
2875 Browns Bridge Road  
Gainesville, Georgia 30504



**Re: Rezoning Application**  
**Hall Co. Parcels #: 15037A000070 & 15037A000001**

To Hall County Board of Commissioners,

Please find attached an application for rezoning of the Hall County Parcels #: 15037A000070 and 15037A000001 from their current zoning of AR-III (Agricultural Residential-III) and R-I (Residential-I) to PRD (Planned Residential Development). The proposed development would combine the two existing parcels into a 54 Lot Residential Development with 15.719 Acres of Proposed Open Space. The subject parcels currently contain three residences and a detached garage along Winder Highway. The remainder of the land is currently vacant and is in either pasture or wooded condition. The property also contains over 2,800 linear feet of stream and associated buffers. The streams cut off and isolate parts of the property in the southeast and western corners of the site. A PRD development has been proposed in order to protect 15.719 Acres of the 31.777 Total Acres as open space including environmentally sensitive areas and the less accessible undeveloped portions of the property.

The proposed residential development, as shown on a Conceptual Site Plan included in this application package, is in conformity with the PRD design guidelines in the Official Code of Hall County (Section 17.180.060). Potential impacts to adjoining properties will be mitigated by 25-foot vegetated zoning buffers with a 6-foot wooden fence along all developed areas. The proposed Open Space separates the rest of the proposed development from adjoining parcels. The subject parcels are served by an existing gravity sewer line on the property adjacent to the Winder Highway right-of-way. In order to utilize this sewer connection, the development proposes a lift station to be designed and constructed at the west end of the proposed subdivision road. A force main would carry effluent from the proposed development along the proposed subdivision road to the existing manhole at Winder Highway.

We feel that the proposed zoning and residential development align well with the stated goals of the PRD Zoning District. The project condenses proposed disturbance, proposed impervious and proposed residences in the most accessible portion of the site and leaves nearly half of the site in an undisturbed natural condition. The surrounding area is primarily residential, with the exception of undeveloped parcels to the west of the site which would adjoin the proposed open space. Also along this stretch of Winder Highway are two grocery stores and two churches, which further attest to the suitability of the area for residential development.

Please consider the attached application for rezoning and associated submittal items for approval at your next available opportunity. If you have any questions, please contact Johnny Free at (678) 925-6904 or [johnny@jbfreellc.com](mailto:johnny@jbfreellc.com).

Sincerely,



Johnny Free  
Southeastern Land Solutions, LLC



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

### LEGEND

ABBREVIATIONS	SYMBOLS
AI - ANGLE IRON	● - IRON PIN FOUND
BL - BUILDING SETBACK LINE	■ - CONCRETE MONUMENT FOUND
BM - BENCHMARK	▲ - ROCK FOUND
BWF - BARB WIRE FENCE	○ - IRON PIN SET
CI - CURB INLET	○ - COMPUTED POINT (NOT SET)
CO - CLEANOUT	⚡ - FIRE HYDRANT
CGG - CURB & GUTTER	⚡ - WATER VALVE
CL - CENTERLINE	⚡ - WATER METER
CLF - CHAIN LINK FENCE	⚡ - UTILITY POLE
CMF - CONCRETE MONUMENT FOUND	— GUY WIRE
CMP - CORRUGATED METAL PIPE	⊗ - GUY POLE
CONC - CONCRETE	★ - LIGHT POLE
CTP - CRIMP TOP PIPE	⊠ - POWER BOX
D - DEED BOOK	
DB - DEPTH	
DE - DRAINAGE EASEMENT	
DIP - DUCTILE IRON PIPE	
DIST - DISTURBED	
DWCB - DOUBLE WING CATCH BASIN	
E - EAST	
EA - EDGE OF ASPHALT	
EC - EDGE OF CONCRETE	
EG - EDGE OF GRAVEL	
FFE - FINISHED FLOOR ELEVATION	
FH - FIRE HYDRANT	
-G- - UNDERGROUND GAS LINE	
GM - GAS METER	
GW - GUY WIRE	
HWF - HOG WIRE FENCE	— WIRE FENCE
IFS - IRON PIN SET	— WOODEN FENCE
JB - JUNCTION BOX	— CHAIN LINK FENCE
LL - LAND LOT LINE	— IRON FENCE
N - NORTH	— ROAD CENTERLINE
N/F - NOW OR FORMERLY	— RIGHT-OF-WAY LINE
OTP - OPEN TOP PIPE	— STREAM CENTERLINE
PB - PLAT BOOK	— OVERHEAD UTILITY LINE
PBX - POWER BOX	— WETLANDS
PG - PAGE	— STORM PIPE
PKN - SURVEY NAIL (PARKER-KALON)	— GUARD RAIL
PL - PROPERTY LINE	— EDGE OF WOODS
POB - POINT OF BEGINNING	
POC - POINT OF COMMENCEMENT	
PVC - POLYVINYL CHLORIDE PIPE	
RB - REBAR	
RCP - REINFORCED CONCRETE PIPE	
REC - RECORDED	
R/W - RIGHT-OF-WAY	
S - SOUTH	
SR - SOLID STEEL ROD	
SSE - SANITARY SEWER EASEMENT	
W - WEST	
-W- - WATER LINE	

### LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CLINCHEN G.M.D. 392 OF HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING FOR THE SAME AT A 1/2" REBAR ON THE SOUTHERN RIGHT OF WAY LINE OF WINDER HIGHWAY / STATE ROUTE 53 (R/W VARIES) AT THE NORTHERN CORNER OF THE TRACT HEREIN DESCRIBED; THENCE RUNNING ALONG SAID WINDER HIGHWAY RIGHT OF WAY LINE SOUTH 51°44'23" EAST, A DISTANCE OF 119.20 FEET TO A 1/2" REBAR; THENCE SOUTH 51°45'45" EAST, A DISTANCE OF 247.62 FEET TO A 3/8" REBAR; THENCE SOUTH 06°56'27" WEST, A DISTANCE OF 55.71 FEET TO A 1/2" REBAR; THENCE SOUTH 48°50'32" EAST, A DISTANCE OF 79.56 FEET TO A POINT; THENCE NORTH 65°40'10" EAST, A DISTANCE OF 42.50 FEET TO A 1/2" REBAR; THENCE SOUTH 43°27'18" EAST, A DISTANCE OF 353.50 FEET TO A 1/2" REBAR; THENCE SOUTH 51°44'23" EAST, A DISTANCE OF 30.95 FEET TO A 1/2" REBAR; THENCE SOUTH 40°15'47" EAST, A DISTANCE OF 63.55 FEET TO A 1/2" REBAR; THENCE NORTH 51°13'15" EAST, A DISTANCE OF 23.11 FEET TO A 1/2" REBAR; THENCE SOUTH 30°47'57" EAST, A DISTANCE OF 145.52 FEET TO A 1/2" REBAR(DIST); THENCE SOUTH 38°20'32" EAST, A DISTANCE OF 224.17 FEET TO A 1/2" REBAR; THENCE SOUTH 55°44'34" WEST, A DISTANCE OF 45.91 FEET TO A 1/2" REBAR AT CONCRETE MONUMENT; THENCE SOUTH 33°20'03" EAST, A DISTANCE OF 28.80 FEET TO A CONCRETE MONUMENT; THENCE LEAVING SAID WINDER HIGHWAY RIGHT OF WAY LINE AND ALONG LAND NOW OR FORMERLY OF HALL COUNTY BOARD OF EDUCATION WORLD LANGUAGE ACADEMY SOUTH 60°24'34" WEST, A DISTANCE OF 456.34 FEET TO A POINT; THENCE NORTH 53°56'35" WEST, A DISTANCE OF 810.00 FEET TO A 4" CONCRETE MONUMENT WITH NAIL; THENCE ALONG LAND NOW OR FORMERLY OF HALL COUNTY BOARD OF EDUCATION WORLD LANGUAGE ACADEMY & OLIVER FAMILY INVESTMENTS, LP SOUTH 81°56'40" WEST, A DISTANCE OF 1241.89 FEET TO A POINT; THENCE NORTH 80°12'53" WEST, A DISTANCE OF 583.92 FEET TO A POINT; THENCE ALONG LAND NOW OR FORMERLY OF JOHN SAMUEL COOPER NORTH 30°45'10" EAST, A DISTANCE OF 51.73 FEET TO A POINT; THENCE ALONG LAND NOW OR FORMERLY J DOUGLAS MAGNUS NORTH 66°57'02" EAST, A DISTANCE OF 1180.33 FEET TO A POINT; THENCE ALONG LAND NOW OR FORMERLY J DOUGLAS MAGNUS AND REGIONS BANK, AS TRUSTEES U/A WITH MATTHEW LOYD STRICKLAND NORTH 45°26'06" EAST, A DISTANCE OF 265.10 FEET TO A POINT; THENCE ALONG LAND NOW OR FORMERLY OF REGIONS BANK, AS TRUSTEES U/A WITH MATTHEW LOYD STRICKLAND SOUTH 51°35'48" EAST, A DISTANCE OF 288.21 FEET TO A POINT; THENCE ALONG LAND NOW OR FORMERLY OF MATTHEW LOYD STRICKLAND AND J DOUGLAS MAGNUS NORTH 38°20'32" EAST, A DISTANCE OF 517.35 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 31.777 ACRES MORE OR LESS.

**AREA  
31.777 ACRES**

### SITE DATA

TAX PARCEL IDENTIFICATION	1503TA000000, 1503TA000001
EXISTING ZONING	R-1 & AR-III (6C0D)
PROPOSED ZONING	PRD
ADDRESS OF PARCEL	4610 & 4616 WINDER HIGHWAY
TOTAL SITE AREA	31.777 ACRES
FRONT SETBACK	25 FEET
SIDE SETBACK	5 FEET
REAR SETBACK	20 FEET
MINIMUM LOT AREA	8000 SF
MINIMUM LOT WIDTH	50 FEET
PROPOSED DEVELOPMENT	RESIDENTIAL SUBDIVISION
PROPOSED UNITS / DENSITY	52 LOTS / 1.64 UNITS PER ACRE
WATER SERVICE	GAINESVILLE
SEWER SERVICE	HALL COUNTY
SEWER DEMAND	20,800 GPD
OPEN SPACE PROVIDED	18,796 AC / 59.1%

### REVISIONS

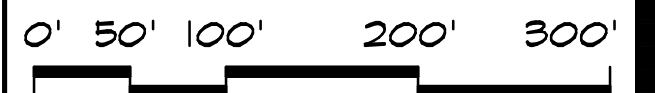
NO.	DATE	REVISION
1	5/19/22	REVISE OPEN SPACE & SHOW FORCE MAIN
2	7/5/22	ADD INGRESS/EGRESS EMT. & 50' PLANTED BUFFER
3	7/28/22	REVISE LOT LAYOUT

### SITE DEVELOPMENT PLANS FOR SOUTHEASTERN LAND SOLUTIONS AT 4610 & 4616 WINDER HIGHWAY

SOUTH EASTERN LAND SOLUTIONS  
 AT  
 4610 & 4616 WINDER HIGHWAY

CLINCHEN GMD 392  
 PARCEL NUMBER:  
 1503TA000000 &  
 1503TA000001  
 HALL COUNTY, GA

SHEET TITLE:  
**CONCEPTUAL SITE PLAN**



SCALE: 1"=100'  
 DATE: DEC, 24TH, 2020  
 PROJECT: HAL-392-2

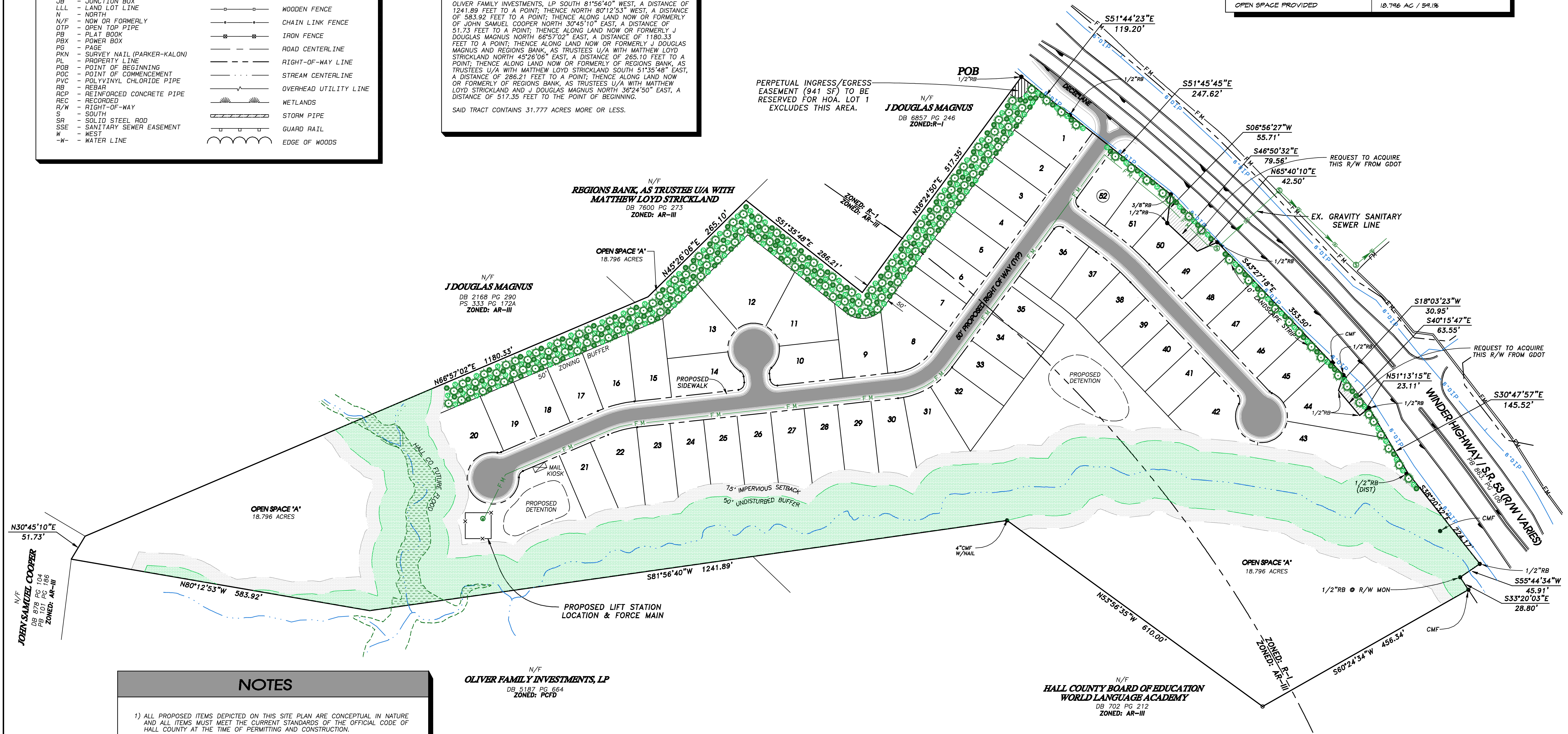
SHEET NUMBER  
**CP-01**

GEORGIA WEST GRID NORTH

**RECEIVED**  
 By rdoveton at 3:46 pm, Jul 28, 2022

### NOTES

- 1) ALL PROPOSED ITEMS DEPICTED ON THIS SITE PLAN ARE CONCEPTUAL IN NATURE AND ALL ITEMS MUST MEET THE CURRENT STANDARDS OF THE OFFICIAL CODE OF HALL COUNTY AT THE TIME OF PERMITTING AND CONSTRUCTION.
- 2) THE BASIS OF BEARING FOR THIS PLAT IS THE GEORGIA STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE GROUND (NOT GRID) DISTANCES. THE VERTICAL DATUM IS NAVD 88.
- 3) NO PORTION OF THE PROPERTY DEPICTED HEREON LIES WITHIN A FLOOD HAZARD ZONE PER FEMA FIRM MAP NUMBER 13139C0311F, EFFECTIVE DATE 09/29/2006.
- 4) THIS PLAT DOES NOT REPRESENT A THOROUGH INSPECTION OF THE INTERIOR OF THE PROPERTY SHOWN HEREON. IMPROVEMENTS, WETLANDS, DUMP SITES AND OTHER SIGNIFICANT FEATURES NOT SHOWN HEREON MAY EXIST.
- 5) IF THIS PROPERTY IS LOCATED IN THE NORTH OCOONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE SECTION 17.225.040)





P.O. BOX 631, JEFFERSON, GA 30549  
PHONE: (678) 717-4831  
BDRUP@GENUINEMAPPING.COM



SITE DATA	
TAX PARCEL IDENTIFICATION	15081A00000, 15081A00001
EXISTING ZONING	R-1 & AR-III (6000)
PROPOSED ZONING	PRD
ADDRESS OF PARCEL	4610 & 4616 WINDER HIGHWAY
TOTAL SITE AREA	31.777 ACRES
FRONT SETBACK	25 FEET
SIDE SETBACK	5 FEET
REAR SETBACK	20 FEET
MINIMUM LOT AREA	8000 SF
MINIMUM LOT WIDTH	30 FEET
PROPOSED DEVELOPMENT	RESIDENTIAL SUBDIVISION
PROPOSED UNITS / DENSITY	54 LOTS / 1.70 UNITS PER ACRE
WATER SERVICE	GAINESVILLE
SEWER SERVICE	HALL COUNTY
SEWER DEMAND	2,600 GPD
OPEN SPACE PROVIDED	15.719 AC / 44.5%

REVISIONS		
NO.	DATE	REVISION
1	9/15/22	REVISE OPEN SPACE & SHOW FORCE MAIN
2	7/15/23	ADD IMPROVED EGRESS EASMT. & 50' PLANTED BUFFER
3		

**SITE DEVELOPMENT PLANS**  
FOR  
**SOUTHEASTERN LAND SOLUTIONS**  
AT  
4610 & 4616 WINDER HIGHWAY

CLINCHAM GMD 392  
PARCEL NUMBER: 15081A00000 & 15081A00001  
HALL COUNTY, GA

SHEET TITLE:  
**CONCEPTUAL SITE PLAN**

0' 50' 100' 200' 300'

SCALE: 1"=100'  
DATE: DEC, 24TH, 2020  
PROJECT: HAL-392-2

SHEET NUMBER  
**CP-01**

GEORGIA WEST GRID NORTH

### LEGEND

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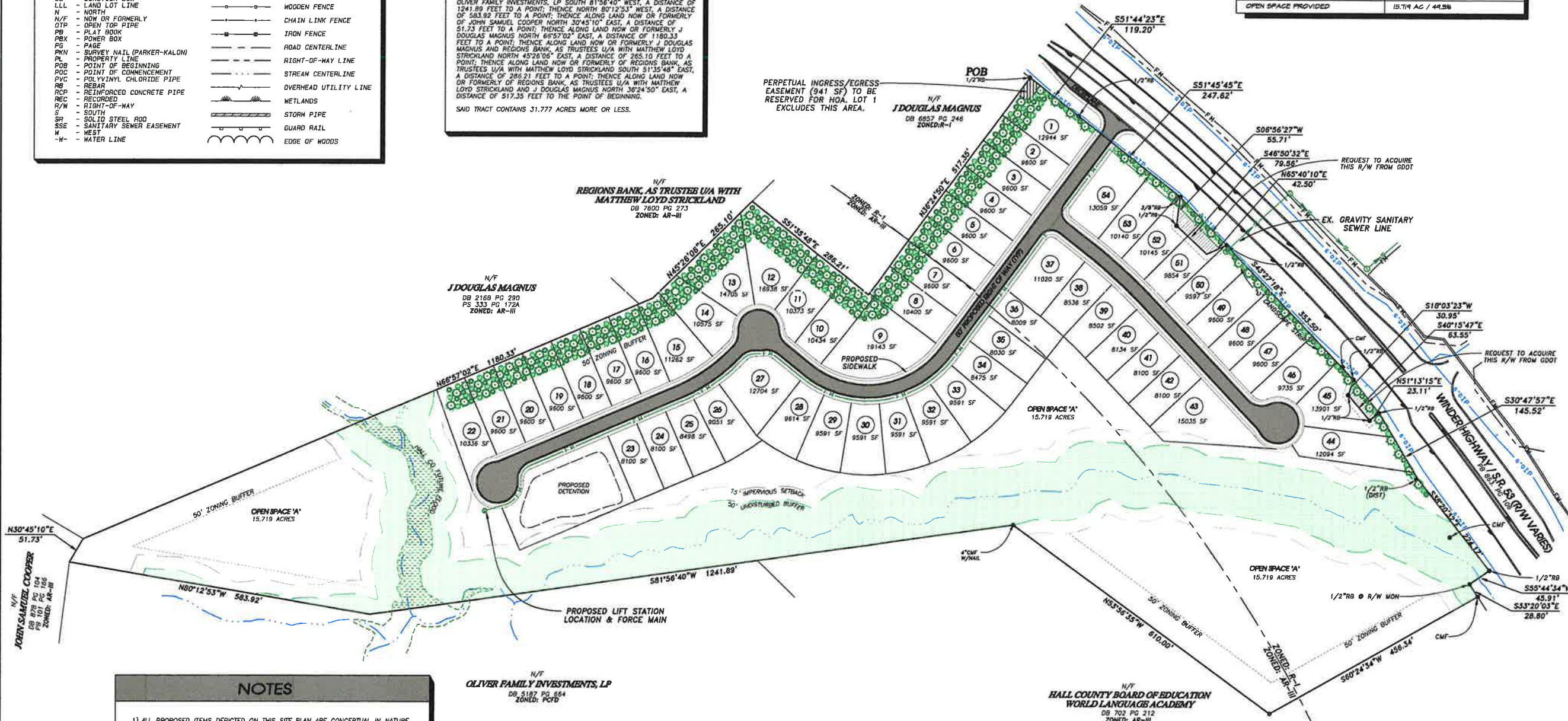
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SAID TRACT CONTAINS 31.777 ACRES MORE OR LESS.

**AREA**  
31.777 ACRES



### NOTES

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The Crestwood





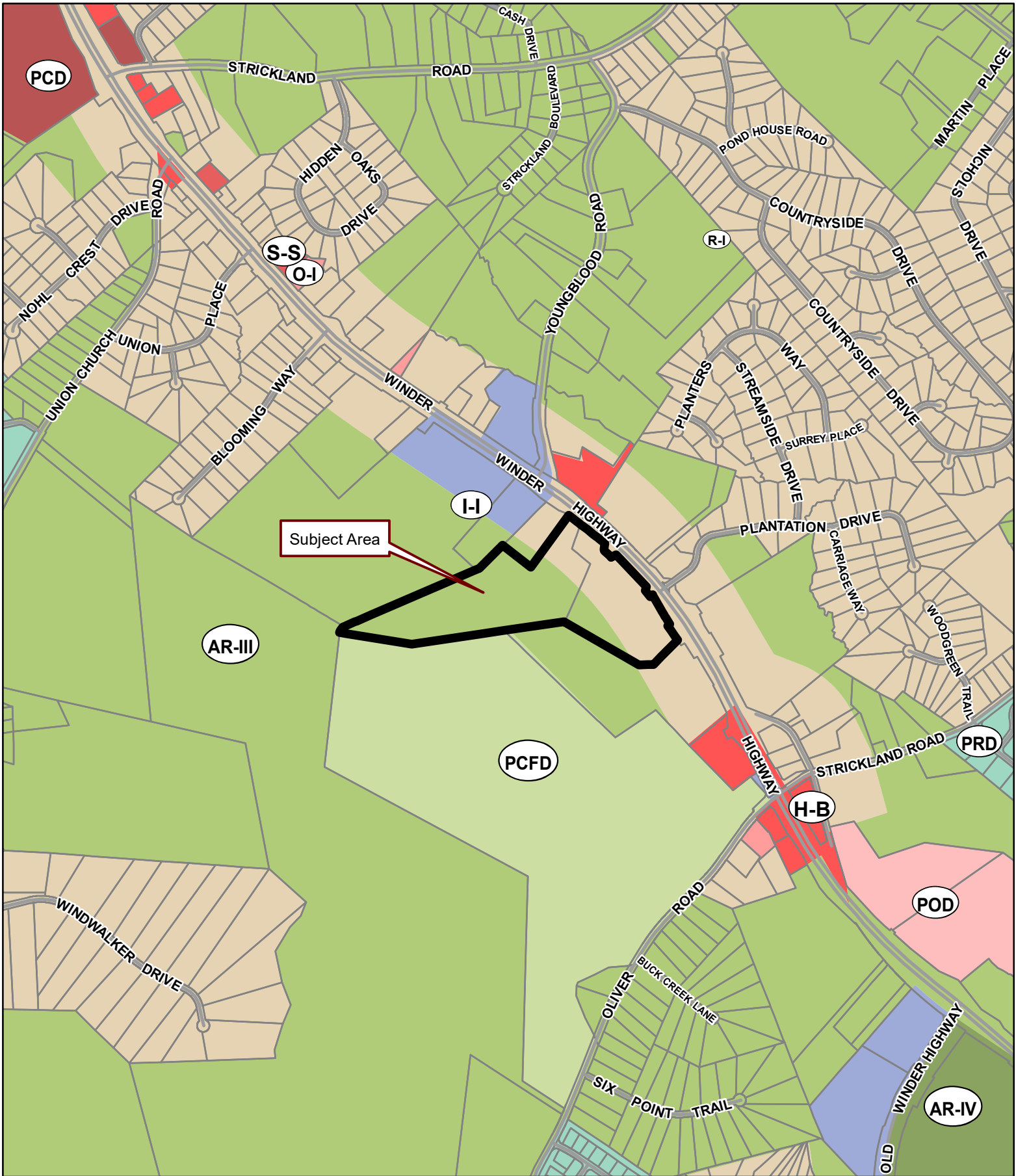








3442



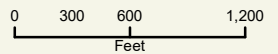
**Applicant:** PONDEROSA LAND HOLDINGS, LLC

**Tax Parcel #:** 15037A000070 & 1000001

**Location:** 4610 & 4616 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542

**Commission District 1**

**PC Mtg. Date:** 07/05/2022



- Zoning Boundary
  - ▭ City Limits
  - ◻ Subject Area
  - ◻ Structure
- N  
↑



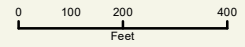
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**Commission District 1**

**PC Mtg. Date:** 07/05/2022



- Zoning Boundary
- ▭ City Limits
- ▧ Subject Area
- Structure





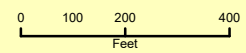
**Applicant:** PONDEROSA LAND HOLDINGS, LLC

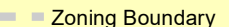
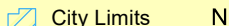
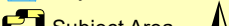
**Tax Parcel #:** 15037A000070 & 1000001

**Location:** 4610 & 4616 WINDER HIGHWAY, FLOWERY BRANCH, GA 30542

**Commission District 1**

**PC Mtg. Date:** 07/05/2022



-  Zoning Boundary
-  City Limits
-  Subject Area



# WARRANTY DEED

WHEELER, DUNLAP & GIGNILLIAT  
Attorneys at Law  
Gainesville, Georgia

GEORGIA, HALL COUNTY:

THIS INDENTURE, Made the 21st day of August in the year of our Lord

One Thousand Nine Hundred and Eighty-NINE between O. R. BENEFIELD

Grantor, and B H ENTERPRISES, a partnership created and existing under the laws of the State of Georgia

Grantee,  
WITNESSETH, that the said Grantor, for and in consideration of TEN (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantee, all that tract or parcel of land, together with all appurtenances thereto lying and being in

**TRACT I:** All that tract or parcel of land situate, lying and being in the Clincham District of Hall County, Georgia and being all of Lots No. 7 and 8 of the subdivision of the lands of J. W. Hubbard fronting on the southwesterly side of the Winder Highway (Georgia State Route No. 53) according to a plat prepared by C. L. Newton dated June 17, 1941, a copy of which is recorded in Plat Book 7, pages 60 and 61 in the office of the Clerk of Superior Court of Hall County, Georgia. Said property is also the same property described and conveyed in a Warranty Deed from N. S. Tanner to O. R. Benefield dated July 24, 1943 and recorded in Deed Book 92, page 189 and 190 in the office of the Clerk of Superior Court of Hall County, Georgia. Said deed and the above-described plat are by this reference incorporated herein for a more full and complete description of the property hereby conveyed.

**TRACT II:** All that tract or parcel of land situate, lying and being in the Clincham District of Hall County, Georgia and being all of Lots No. 5 and 6 of the subdivision of the lands of J. W. Hubbard fronting on the southwesterly side of the Winder Highway (Georgia State Route No. 53) according to a plat prepared by C. L. Newton dated June 17, 1941, a copy of which is recorded in Plat Book 7, pages 60 and 61 in the office of the Clerk of Superior Court of Hall County, Georgia. Said property is also the same property described and conveyed in a Warranty Deed from D. T. Hubbard and H. H. Hubbard to O. R. Benefield dated July, 1943 and recorded in Deed Book 92, page 190 in the office of the Clerk of Superior Court of Hall County, Georgia. Said deed and the above-described plat are by this reference incorporated herein for a more full and complete description of the property hereby conveyed.

**LESS AND EXCEPT:** That portion of the above-described property which contains 0.49 acres, more or less, and which is described and conveyed in a Warranty Deed from O. R. Benefield to the Hall County Board of Education dated December 28, 1972 and recorded in Deed Book 501, page 306 in the office of the Clerk of Superior Court of Hall County, Georgia.

Georgia, Hall County, Clerk Superior Court  
Filed in office this 21st day of October  
1989  
H.S. ALLMAN Recorded in Book 1396  
Page 12 this 9th day of October, 1989  
D. Dwight S. Wood, Clerk

TO HAVE AND TO HOLD the said premises, together with all rights and appurtenances thereto the said Grantee, forever in FEE SIMPLE, and the said Grantor WARRANTS the title to same against the lawful claims of all persons whomsoever.

Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

In witness whereof, the Grantor has hereunto set his hand and affixed his seal the day and year above written.

Signed, sealed and delivered in the presence of  
OTAR  
Notary Public  
Commission Expires: 7-10-93

By Power of Attorney (SEAL)  
O. R. BENEFIELD  
Harold Benefield (SEAL)  
Robby Benefield (SEAL)  
Power of Attorney for O. R. Benefield (SEAL)

Clerk's Office, ..... Superior Court.  
Filed for record at ..... o'clock ..... M.  
..... 188  
Recorded in Deed Book ..... Page .....  
..... 188  
..... Clerk

HALL COUNTY, Georgia  
Real Estate Transfer Tax  
Paid \$ 100.00  
Date Oct. 6, 1989  
DWIGHT S. WOOD  
Clerk of Superior Court  
By Robby Octon

WAB:kg  
Pd. File: B.H. Ent.

HALL COUNTY, Georgia  
Real Estate Transfer Tax

Paid \$ -0-

Date 7-1-11  
Charles Baker  
Superior Court Clerk

By JN

PT61 069- 2011-003853

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT  
Filed in office, this 1 day of July  
20 11 at 3:50 Pm. Recorded in Deed  
Book 6857 Page(s) 242-245  
Charles Baker, Clerk By JN

012124

Prepared by/return to:  
Edgar B. Dunlap, II File: ✓  
Whelchel, Dunlap, Jarrard & Walker, LLP  
Post Office Box 1  
Gainesville, GA 30503

**EXECUTORS' DEED OF ASSENT**

STATE OF GEORGIA,

COUNTY OF HALL.

**THIS INDENTURE**, made and entered into this 30<sup>th</sup> day of June, 2011, between **DAVID TERREL STRICKLAND** and **KENNETH MARK STRICKLAND**, as the duly appointed and acting Executors of the Estate of **Mattie Virginia Strickland**, deceased, late of said State and County, as Party of the First Part, and **SUSAN R. STRICKLAND**, of said State and County as Party of the Second Part.

**WITNESSETH:**

That said Party of the First Party in order to carry out the terms of the said Last Will and Testament, which Will has been duly proven in solemn form and admitted to record in Probate Court of Hall County, Georgia, Letters Testamentary having been issued to said Executors, the decedent having died on the 30<sup>th</sup> day of October, 2008, does execute and deliver this Deed of Assent.

This Assent is made under the provisions of the Official Code of Georgia, Section 53-2-108 et seq. to pass the title to said Susan R. Strickland, the spouse of one of the residuary devisees named in said Will. There is a sufficient amount of property in said estate in addition to the property described herein to pay the indebtedness of said estate.

**NOW, THEREFORE**, the said Party of the First Part in consideration of the premises and pursuant to and in furtherance of the provisions of said Last Will and Testament of **Mattie Virginia Strickland**, deceased, does hereby grant, bargain, sell, convey and confirm unto Party of the Second Part, his heirs, successors, executors and assigns the following described property, to wit:

All that tract or parcel of land, together with improvements thereon, situate, lying and being in the Clinchem G.M.D. 392 of Hall County, Georgia, consisting of 20.10 acres, more or less, shown as Tract "B" on a plat of survey prepared for D.

*[Handwritten signatures]*



Terrell Strickland and K. Mark Strickland by Clark Canaday Land Surveying, Georgia Registered Land Surveyors, dated December 13, 2010 and last revised on December 30, 2010 and recorded in Plat Book 863 Page 106 of said records. A more particular description is attached hereto as Exhibit "A" and incorporated herein by reference.

This deed is subject to the grant of a nonexclusive perpetual easement for ingress and egress over and along the cross-hatched area shown on Insert "A" on said plat of survey located adjacent to the easterly corner of the above-described property and leading to Georgia State Route 53.

**TO HAVE AND TO HOLD** the said tract or parcel of land, together with all improvements thereon, 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 said Party of the Second Part, their heirs, executors, successors and assigns, forever in fee simple; the interest in the above described real estate owned and conveyed by the Estate of Mattie Virginia Strickland in as full and ample a manner as the same was possessed or enjoyed by the said Mattie Virginia Strickland, deceased, in her lifetime.

**IN WITNESS WHEREOF**, David Terrel Strickland and Kenneth Mark Strickland have hereunto set their hands and affixed their seals, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*[Signature]*  
Unofficial Witness

*[Signature]*  
Notary Public  
My commission expires:

(SEAL)



*[Signature]* (SEAL)  
David Terrel Strickland,  
Executor of the Estate of  
Mattie Virginia Strickland, deceased

Signed, sealed and delivered  
in the presence of:

*[Signature]*  
Unofficial Witness

*[Signature]*  
Notary Public  
My commission expires:

(SEAL)



*[Signature]* (SEAL)  
Kenneth Mark Strickland,  
Executor of the Estate of  
Mattie Virginia Strickland, deceased

All that tract or parcel of land lying and being in the Clinchem G.M.D. 392, Hall County, Georgia and being more particularly described as follows:

Commencing at a found right-of-way monument at the intersection of the northerly right-of-way of Georgia State Route 53 (R/W Varies) and the easterly right-of-way of Youngblood Road; THENCE South 27 degrees 33 minutes 50 seconds West for a distance of 189.65 feet to a found right-of-way monument on the southerly right-of-way of said State Route 53; THENCE along said right-of-way South 57 degrees 11 minutes 21 seconds East for a distance of 125.47 feet to a found "X" in concrete; THENCE South 69 degrees 57 minutes 53 seconds East for a distance of 66.04 feet to a found right-of-way monument; THENCE South 53 degrees 10 minutes 03 seconds East for a distance of 19.41 feet to a set 1/2" rebar, said point being THE POINT OF BEGINNING for the parcel herein described;

THENCE continuing along said southerly right-of-way of State Route 53 South 53 degrees 10 minutes 03 seconds East for a distance of 119.33 feet to a found right-of-way monument; THENCE leaving said right-of-way and along property of BH Enterprises South 16 degrees 46 minutes 03 seconds West for a distance of 210.49 feet to a found concrete monument; THENCE along property of BH Enterprises South 51 degrees 52 minutes 47 seconds East for a distance of 200.30 feet to a found concrete monument; THENCE along property of BH Enterprises South 23 degrees 07 minutes 54 seconds West for a distance of 500.48 feet to a found concrete monument; THENCE along property of Hall County Board of Education and Oliver Family Investments, L.P. South 80 degrees 26 minutes 51 seconds West for a distance of 599.19 feet to a found concrete monument; THENCE along property of Oliver Family Investments, L.P. South 80 degrees 18 minutes 18 seconds West for a distance of 642.70 feet to a found concrete monument; THENCE along property of Oliver Family Investments, L.P. North 81 degrees 47 minutes 08 seconds West for a distance of 583.92 feet to a found concrete monument; THENCE along property of Cooper North 29 degrees 10 minutes 55 seconds East for a distance of 51.73 feet to a found concrete monument;



THENCE along property of Magnus North 65 degrees 22 minutes 47 seconds East for a distance of 1180.33 feet to a found concrete monument;

THENCE along property of Strickland North 43 degrees 51 minutes 51 seconds East for a distance of 265.10 feet to a set 1/2" rebar;

THENCE South 53 degrees 10 minutes 03 seconds East for a distance of 286.21 feet to a set 1/2" rebar;

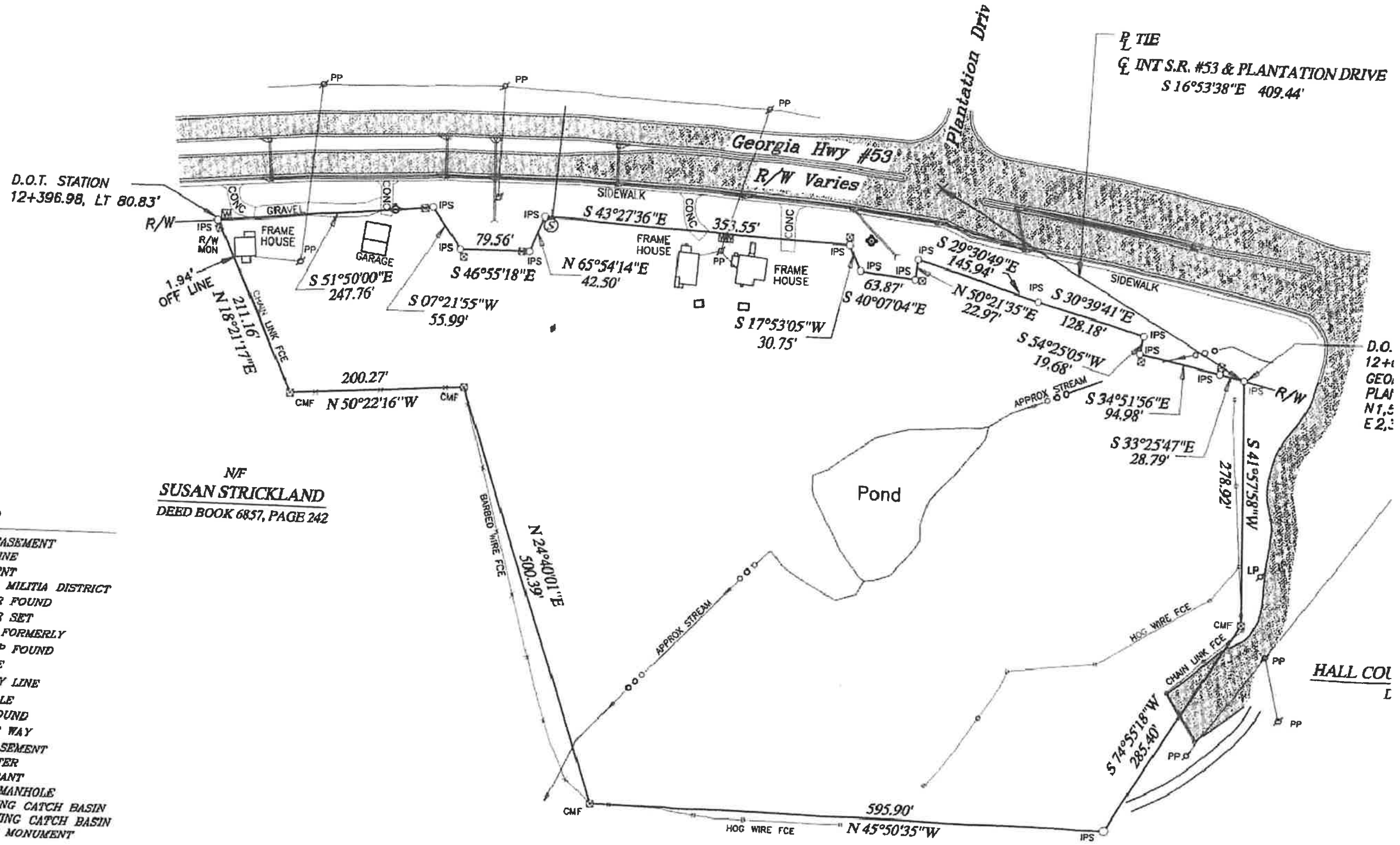
THENCE North 34 degrees 49 minutes 51 seconds East for a distance of 517.47 feet to a set 1/2" rebar on the aforementioned southerly right-of-way of State Route 53 and THE POINT OF BEGINNING.

Subject to easements, restrictions, and right-of-way of record.

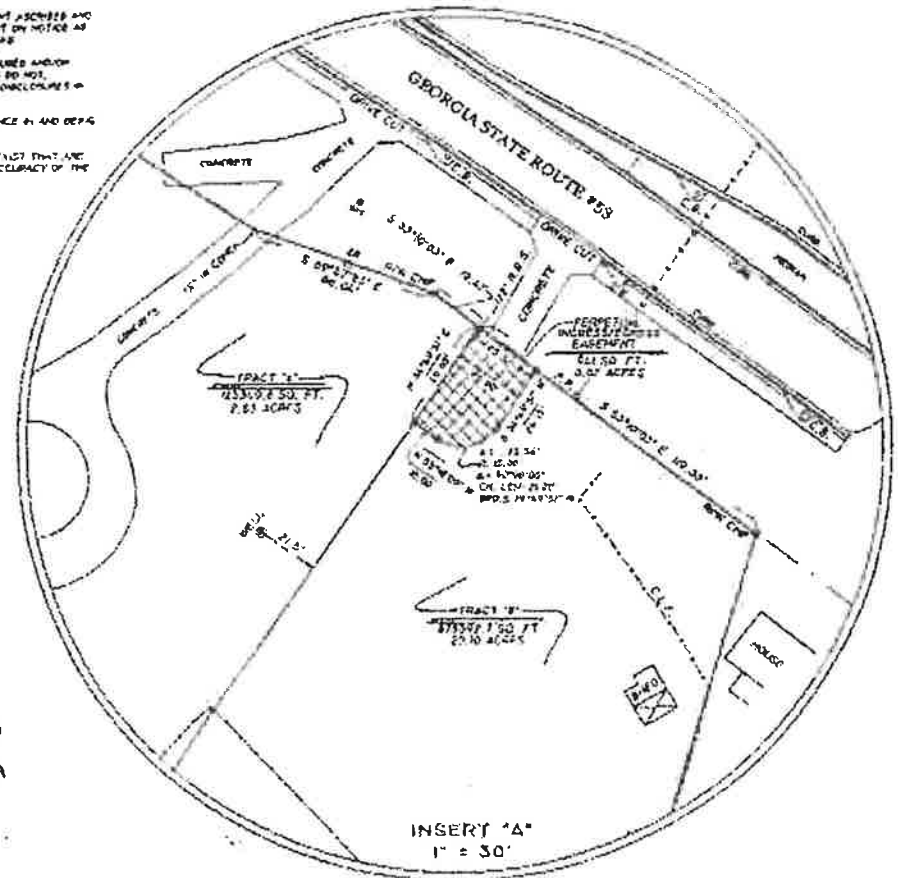
Said parcel contains 20.10 acres and shown as Tract "B" according to a survey for D. Terrell Strickland & K. Mark Strickland dated 8/24/2010 prepared by ClarkCanaday, LLC. Said survey is incorporated herein for a more complete and accurate description.

17A

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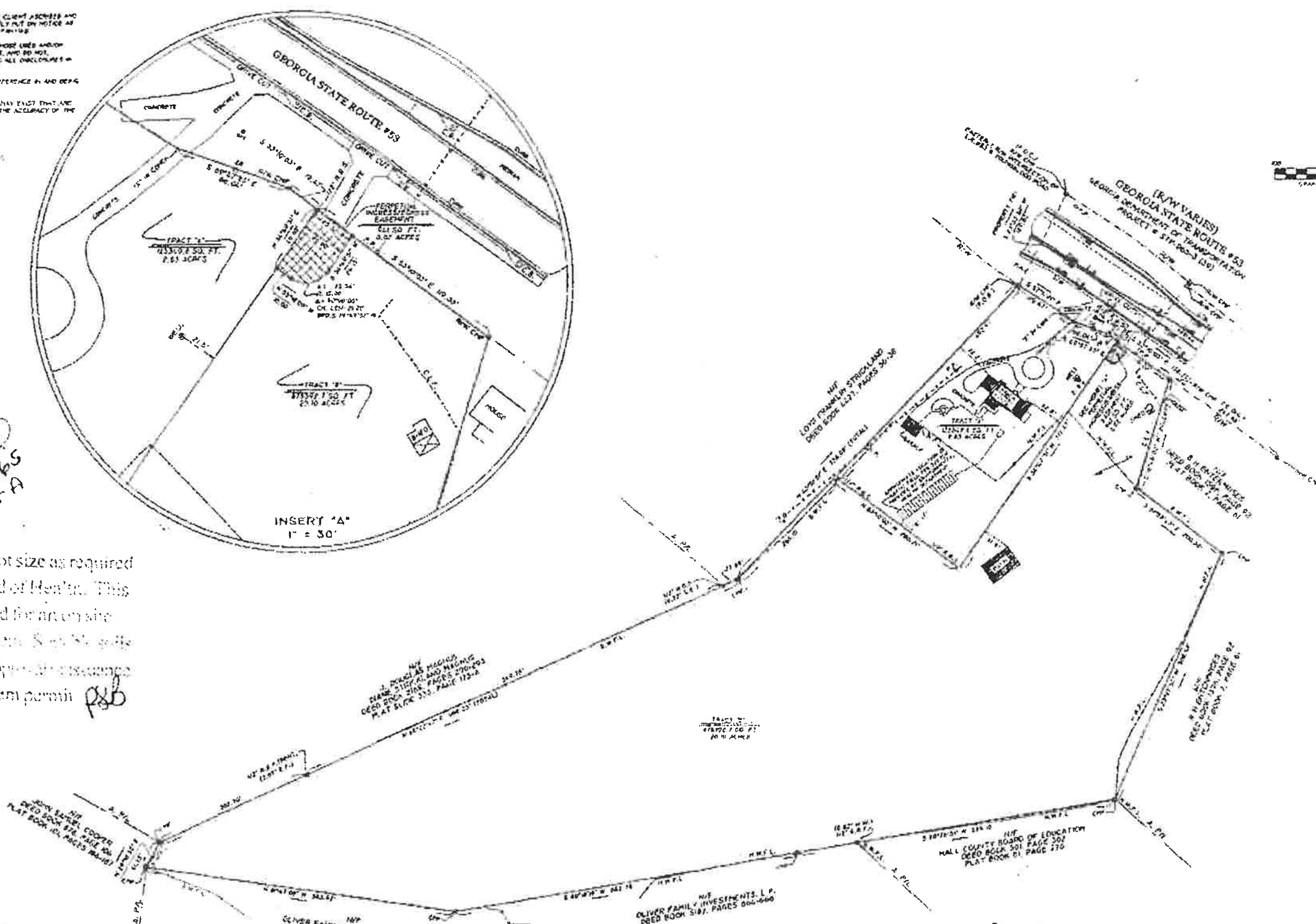


**SURVEY NOTES:**  
 1) THIS PLAN HAS BEEN DRAWN FOR THE USE AND PURPOSE OF THE CLIENT AS SHOWN AND CONTRACTED WITH BEECH. ALL OTHER PARTIES ARE RESPONSIBLY PUT ON NOTICE AS TO THE LIMITED SCOPE OF RESPONSIBILITY FOR THIS PLAN BY BEECH PARTNER.  
 2) THE PUBLIC RECORDS REFERENCED ON THIS PLAN ARE ONLY THOSE LINES WHICH ARE NECESSARY TO THE BOUNDARY OF THIS PROPERTY. THIS PLAN DOES NOT CONSTITUTE A TITLE SEARCH. PROPERLY IS SUBJECT TO ANY AND ALL ENCUMBRANCES WHICH A TITLE SEARCH MAY REVEAL.  
 3) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON SURVEY REFERENCE IN AND DEPENDS ON MAGNETIC DECLINATION.  
 4) LOCATION, SIZE, AND EXISTENCE OF UNDERGROUND UTILITIES MAY EXIST THAT ARE NOT SHOWN HEREON. CLARK/CANADAY, L.L.C. DOES NOT WARRANT THE ACCURACY OF THE UTILITIES AND SOFTS. SYSTEMS, OR NOT SHOWN, HEREON.



HALL COUNTY  
 12-24-11  
 DEPT. OF  
 PUBLIC  
 HEALTH  
 # D-2165  
 ST TRACT A

This property meets the lot size as required by the Hall County Board of Health. This lot has not been approved for an on-site sewage management system. \$4,000.00 will be required prior to application for an on-site sewage system permit.  
 TRACT B



Hall County, Georgia, Clerk Superior Court  
 Filed in office, this 21 day of March  
 2011 at 4:00 PM. Recorded in Plat  
 Book 863 Page 106  
 Charles Baker, Superior Court Clerk

- LEGEND:**
- 1" = 100' CONCRETE
  - 2" = 200' CONCRETE
  - 3" = 300' CONCRETE
  - 4" = 400' CONCRETE
  - 5" = 500' CONCRETE
  - 6" = 600' CONCRETE
  - 7" = 700' CONCRETE
  - 8" = 800' CONCRETE
  - 9" = 900' CONCRETE
  - 10" = 1000' CONCRETE
  - 11" = 1100' CONCRETE
  - 12" = 1200' CONCRETE
  - 13" = 1300' CONCRETE
  - 14" = 1400' CONCRETE
  - 15" = 1500' CONCRETE
  - 16" = 1600' CONCRETE
  - 17" = 1700' CONCRETE
  - 18" = 1800' CONCRETE
  - 19" = 1900' CONCRETE
  - 20" = 2000' CONCRETE
  - 21" = 2100' CONCRETE
  - 22" = 2200' CONCRETE
  - 23" = 2300' CONCRETE
  - 24" = 2400' CONCRETE
  - 25" = 2500' CONCRETE
  - 26" = 2600' CONCRETE
  - 27" = 2700' CONCRETE
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  - 29" = 2900' CONCRETE
  - 30" = 3000' CONCRETE
  - 31" = 3100' CONCRETE
  - 32" = 3200' CONCRETE
  - 33" = 3300' CONCRETE
  - 34" = 3400' CONCRETE
  - 35" = 3500' CONCRETE
  - 36" = 3600' CONCRETE
  - 37" = 3700' CONCRETE
  - 38" = 3800' CONCRETE
  - 39" = 3900' CONCRETE
  - 40" = 4000' CONCRETE
  - 41" = 4100' CONCRETE
  - 42" = 4200' CONCRETE
  - 43" = 4300' CONCRETE
  - 44" = 4400' CONCRETE
  - 45" = 4500' CONCRETE
  - 46" = 4600' CONCRETE
  - 47" = 4700' CONCRETE
  - 48" = 4800' CONCRETE
  - 49" = 4900' CONCRETE
  - 50" = 5000' CONCRETE

- SURVEY REFERENCES:**
- 1) RECORD BOOKS FOR THE STATE OF GEORGIA STANDARD DATES 18-20-1877
  - 2) RECORD BOOKS FOR THE STATE OF GEORGIA STANDARD DATES 18-20-1877
  - 3) RECORD BOOKS FOR THE STATE OF GEORGIA STANDARD DATES 18-20-1877
  - 4) RECORD BOOKS FOR THE STATE OF GEORGIA STANDARD DATES 18-20-1877
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  - 47) RECORD BOOKS FOR THE STATE OF GEORGIA STANDARD DATES 18-20-1877
  - 48) RECORD BOOKS FOR THE STATE OF GEORGIA STANDARD DATES 18-20-1877
  - 49) RECORD BOOKS FOR THE STATE OF GEORGIA STANDARD DATES 18-20-1877
  - 50) RECORD BOOKS FOR THE STATE OF GEORGIA STANDARD DATES 18-20-1877

**AREAS:**  
 TRACT 'A' = 2.83 ACRES  
 TRACT 'B' = 20.10 ACRES  
 OVERALL = 22.93 ACRES

**CLOSURES:**  
 SCALE 'A': THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 300.00 FEET.  
 SCALE 'B': THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 300.00 FEET.  
 SCALE 'C': THIS MAP OR PLAN HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 300.00 FEET.

**RECORDING PERMIT**

BY *James Palmer* 3-1-2011  
 HALL COUNTY PLANNING COMMISSION

**CLOSURE NOTE:**  
 THE FILE DATA ON WHICH THIS MAP OR PLAN IS BASED HAS A CLOSURE TOLERANCE OF ONE FOOT IN 300.00 FEET AND AN INSULAR TOLERANCE OF 1/16" PER 100 FEET. THIS MAP OR PLAN IS BASED ON THE DATA AS SHOWN AND IS SUBJECT TO THE CLOSURE TOLERANCE AND INSULAR TOLERANCE OF THE DATA AS SHOWN.  
**FLOOD NOTE:**  
 ACCORDING TO THE FLOOD MAP FOR HALL COUNTY, GEORGIA, COMPILED BY THE HALL COUNTY BOARD OF HEALTH, THE PROPERTY IS LOCATED IN A FLOOD HAZARD AREA. THIS MAP OR PLAN IS BASED ON THE DATA AS SHOWN AND IS SUBJECT TO THE CLOSURE TOLERANCE AND INSULAR TOLERANCE OF THE DATA AS SHOWN.  
 DATE OF COMPILED: 12-24-11  
 DATE OF FIELD WORK: 12-24-11

**CLARK/CANADAY**  
 L.L.C.  
 4060 HOLLY SPRINGS ROAD  
 CUMMINGS, GEORGIA 30643  
 PHONE: 678-722-8845  
 FAX: 678-722-8846

**D. TERRELL STRICKLAND & K. MARK STRICKLAND**  
 ATTORNEYS AT LAW  
 100 W. BROAD ST.  
 CUMMINGS, GEORGIA 30643  
 HALL COUNTY, GEORGIA

**BOUNDARY SURVEY FOR:**  
 D. TERRELL STRICKLAND & K. MARK STRICKLAND

**DATE:** 12-24-11

**PROJECT NUMBER:** STRICKLAND/STRICTLAND-12

**SHEET NUMBER:** 1 OF 1

## Anael Dominguez (Planning)

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**From:** Emily McGahee (Environmental Health)  
**Sent:** Wednesday, June 15, 2022 2:44 PM  
**To:** Randi Doveton (Planning); Anael Dominguez (Planning)  
**Cc:** Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)  
**Subject:** HCPC Tentative Agenda 7.5.22

Please find Environmental Health comments below:

Item 1, 3053, 3087 McEver Road, Botrus: 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.

Item 2, 6286 Grand Fox Circle, Hewell: The proposed garage location was approved by Environmental Health on February 10, 2022.

Item 3, 5727/5769 Henson Road, Crawford: No comment.

Item 4, 2002 Memorial Park Drive, Sanchez: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 5, 4745 Cagle Mill, Boling: 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 6, 4740 Youngblood Road, Magnus: Connection to public sewer required.

Item 7, 4610/4616 Winder Hwy, Ponderosa Land Holdings: 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.

Emily McGahee  
Hall County Environmental Health  
Hall County Government Center – 3<sup>rd</sup> 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)

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**From:** Niebauer, Parker J <PNiebauer@dot.ga.gov>  
**Sent:** Thursday, June 16, 2022 5:37 PM  
**To:** Anael Dominguez (Planning); Randi Doveton (Planning)  
**Cc:** Peevy, Jonathan; Chavers, Veronica E  
**Subject:** RE: Tentative Planning Agenda for July 5, 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

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**From:** Anael Dominguez (Planning) <adominguez@hallcounty.org>  
**Sent:** Thursday, June 9, 2022 10:05 AM  
**To:** Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Bill Nash (Public Works) <bnash@hallcounty.org>; Brandi Smith (Business License) <bsmith@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chad Harper (Environmental Health) <charper@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>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Mike Little (Parks and Leisure) <mlittle@hallcounty.org>; Nicole Griffin (Tax Assessors) <nicole.griffin@hallcounty.org>; nswafford <nswafford@gainesville.org>; Pam Cravero <Pam.Cravero@hallco.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; Randi Doveton (Planning) <rdoveton@hallcounty.org>; rich <rich@flowerybranchga.org>; Scott Puckett <spuckett@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>; Wanda Sutton (Engineering) <wsutton@hallcounty.org>; will schofield <will.schofield@hallco.org>  
**Subject:** Tentative Planning Agenda for July 5, 2022

Good morning–

Here is the Tentative Agenda and Maps for the **Tuesday, July 5, 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, June 16, 2022**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

Thank you–

## **CALL TO ORDER**

## **AGENDA REVIEW**

## **APPROVAL OF MINUTES – June 20, 2022**

## **OLD BUSINESS**

1. [Previously tabled 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.](#)

## **NEW BUSINESS**

2. [Application of Ken Hewell for a left side yard setback variance from 10 feet to 6 feet on a .27± acre tract located on the west side of Grand Fox Circle approximately 302 feet from its intersection with Forest Knoll Drive; a.k.a. 6286 Grand Fox Circle; Zoned R-I; Tax Parcel 15046K000006. Proposed use: attached garage. \\* Commission District 1.](#)  
**None**
3. [Application of Jamie T. Crawford to rezone from Planned Commercial Farm District \(PCFD\) to Agricultural Residential-IV \(AR-IV\) on a 3.19± acre tract located on the south side of Henson Road approximately 358 feet from its intersection with Fields Road; a.k.a. 5727 & 5769 Henson Road; Zoned PCFD; Tax Parcel 12044 000016 & 12044 000001 \(pt.\). Proposed use: homestead. \\*\\* Commission District 3.](#)  
**None**
4. [Application of Salomon Sancen to rezone from Residential-I \(R-I\) to Highway Business \(H-B\) on a .89± acre tract located on the west side of Memorial Park Drive at its intersection with Browns Bridge Road; a.k.a. 2002 Memorial Park Drive; Zoned R-I; Tax Parcel 08014 005011. Proposed use: retail sales. \\*\\* Commission District 4.](#)  
**None**
5. [Application of Josh Boling to rezone from Agricultural Residential-III \(AR-III\) and Agricultural Residential-IV \(AR-IV\) to Planned Residential District \(PRD\) on a 72.67± acre tract located on the west side of Cagle Mill Road approximately 429 feet from Noah Martin Drive; a.k.a. 4745 Cagle Mill Road; Zoned AR-III & AR-IV; Tax Parcel 15007 000254. Proposed use: single family, townhome, & cluster home development. \\*\\* Commission District 3.](#)  
**GDOT Coordination Required**
6. [Application of Rochester & Associates/Doug Magnus to rezone from Light Industrial \(I-I\) to Residential-I \(R-I\) on a 2.06± acre tract located on the west side of Youngblood Road approximately 416 feet from its intersection with Winder Highway; a.k.a. 4740 Youngblood Road; Zoned I-I; Tax Parcel 15037A000031\(pt.\). Proposed use: single family residence. \\*\\* Commission District 1.](#)  
**None**
7. [Application of Ponderosa Land Holdings, LLC to rezone from Agricultural Residential-III \(AR-III\) and Residential-I \(R-I\) to Planned Residential District \(PRD\) on a 31.64± acre tract located on the west side of Winder Highway at](#)



[its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Zoned AR-III & R-I; Tax Parcel 15037A000070 & 000001. Proposed use: single family development. \\*\\* Commission District 1.](#)

**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 **Thursday, August 11, 2022** at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> 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, August 11, 2022**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> 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](http://www.hallcounty.org) | 770-531-6810



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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  
ENGINEERING DIVISION

## MEMORANDUM

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

SRIKANTH YAMALA  
Director

BILL NASH, P.E.  
Assistant Director

FRANKLIN P. MILLER, P.E.  
County Engineer

**To:** Randi Doveton, Director of Planning and Development

**From:** Srikanth Yamala, Director of Public Works and Utilities

**Date:** June 16, 2022

**Subject:** July 5, 2022 Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the July 5, 2022 meeting. Upon review, we provide the following comments:

1. Previously tabled 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
  - 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:** Buford Sewer
  
2. [Application of Ken Hewell for a left side yard setback variance from 10 feet to 6 feet on a .27± acre tract located on the west side of Grand Fox Circle approximately 302 feet from its intersection with Forest Knoll Drive; a.k.a. 6286 Grand Fox Circle; Zoned R-I; Tax Parcel 15046K000006. Proposed use: attached garage. \\* Commission District 1.](#)
  - a) **Engineering:** No comments
  - b) **Traffic:** No comments
  - c) **Utilities:** No comments
  
3. [Application of Jamie T. Crawford to rezone from Planned Commercial Farm District \(PCFD\) to Agricultural Residential-IV \(AR-IV\) on a 3.19± acre tract located on the south side of Henson Road approximately 358 feet from its intersection with Fields Road; a.k.a. 5727 & 5769 Henson Road; Zoned PCFD; Tax Parcel 12044 000016 & 12044 000001 \(pt.\). Proposed use: homestead. \\*\\* Commission District 3.](#)
  - a) **Engineering:** No comments
  - b) **Traffic:** No comments
  - c) **Utilities:** No comments



# Hall County Government

PUBLIC WORKS AND UTILITIES  
ENGINEERING DIVISION

POST OFFICE DRAWER 1435  
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SRIKANTH YAMALA  
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BILL NASH, P.E.  
Assistant Director

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County Engineer

4. [Application of Salomon Sancen to rezone from Residential-I \(R-I\) to Highway Business \(H-B\) on a .89± acre tract located on the west side of Memorial Park Drive at its intersection with Browns Bridge Road; a.k.a. 2002 Memorial Park Drive; Zoned R-I; Tax Parcel 08014 005011. Proposed use: retail sales. \\*\\* 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 Hall County and GDOT requirements.
- c) **Utilities:** Will water and sewer service the facility?

5. [Application of Josh Boling to rezone from Agricultural Residential-III \(AR-III\) and Agricultural Residential-IV \(AR-IV\) to Planned Residential District \(PRD\) on a 72.67± acre tract located on the west side of Cagle Mill Road approximately 429 feet from Noah Martin Drive; a.k.a. 4745 Cagle Mill Road; Zoned AR-III & AR-IV; Tax Parcel 15007 000254. Proposed use: single family, townhome, & cluster home development. \\*\\* 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 Hall County studied flood zone. North Oconee Reservoir District requires 150' buffer from top of bank not centerline of stream.
- b) **Traffic:** Proposed access on Cornelia Hwy (SR365) will require a GDOT permit and their approval. Proposed access on Cagle Mill Road must meet Hall County requirements. Any required roadway improvements for either proposed access will be the financial responsibility of the applicant/developer and must be constructed concurrently with the development. Internal roadways shown on the concept do not meet Title 16 of the Hall County Code. If roadways are proposed to be private, variance requests to Title 16 must be specific, justified and approved by the Commission. Any alternate designs not requested/approved will default to the requirements in Title 16. If the roadways are to be considered driveways, subdividing individual lots is not permitted. A bridge is shown along one access. Be aware that Hall County will not accept bridges into County maintenance.
- c) **Utilities:** Hall County sewer district.



# Hall County Government

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ENGINEERING DIVISION

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

SRIKANTH YAMALA  
Director

BILL NASH, P.E.  
Assistant Director

FRANKLIN P. MILLER, P.E.  
County Engineer

6. [Application of Rochester & Associates/Doug Magnus to rezone from Light Industrial \(I-I\) to Residential-I \(R-I\) on a 2.06± acre tract located on the west side of Youngblood Road approximately 416 feet from its intersection with Winder Highway; a.k.a. 4740 Youngblood Road; Zoned I-I; Tax Parcel 15037A000031\(pt.\).Proposed use: single family residence. \\*\\* Commission District 1.](#)
  - a) **Engineering:** Show Hall County studied flood zone. Show stream and impervious setback from wretched vegetation not centerline of stream.
  - b) **Traffic:** No comments
  - c) **Utilities:** Hall County sewer district.
  
7. [Application of Ponderosa Land Holdings, LLC to rezone from Agricultural Residential-III \(AR-III\) and Residential-I \(R-I\) to Planned Residential District \(PRD\) on a 31.64± acre tract located on the west side of Winder Highway at its intersection with Plantation Drive; a.k.a. 4610 & 4616 Winder Highway; Zoned AR-III & R-I; Tax Parcel 15037A000070 & 000001. Proposed use: single family development. \\*\\* 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.
  - b) **Traffic:** Access must be permitted/approved through GDOT.
  - c) **Utilities:** Hall County sewer.

## Anael Dominguez (Planning)

---

**From:** Jeff Benefield <jeffbenefield@kw.com>  
**Sent:** Saturday, July 2, 2022 4:22 PM  
**To:** David Webb (Planning)  
**Cc:** Johnny Free; Michelle Yang (Planning); Randi Doveton (Planning); Anael Dominguez (Planning); Gibson Carolyn  
**Subject:** Rezoning of 4610 and 4616 Winder Hwy

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.

Mr. Webb & Associates,

I am writing in regard to the rezoning application for 4616 and 4610 Winder Hwy and in particular the email written by Courtney Smith on behalf of the father Terrel Strickland who resides at 4606 Winder Hwy. For the sake of full disclosure, I am the son of and listing agent for Bobby Benefield (B.H. Enterprises) , the owner of 4616 Winder Hwy. I also serve as the Buying Agent on both 4610 and 4616 Winder Hwy on behalf of Johnny Free and Ponderosa Land Holdings LLC. The purpose of my email is to address item #1 of Ms. Smith's email on behalf of her father Terrel Strickland. Susan Strickland, the titled owner of 4610 Winder Hwy, and her husband Mark Strickland, brother of Terrel Strickland, have never granted a perpetual ingress/egress easement to Terrel Strickland or anyone else associated with 4606 Winder Hwy. I spoke personally with Mark and Susan Strickland on the morning of July 2nd to verify this fact. When the estate of Wiley and Virginia Strickland was being divided between their two sons, Terrel Strickland attempted to get his brother Mark Strickland to grant this easement quite possibly for just such a moment as this. Mark Strickland refused, and nothing has changed since Susan Strickland has been listed as the titled owner of 4610 Winder Hwy.

In Mr. Free's due diligence, no recorded easement was ever found, because the statement that said easement exist is categorically false according to Mark and Susan Strickland. There is a drawing floating around showing this proposed easement, but as I stated earlier, according to Mark and Susan Strickland, no such easement was ever agreed upon, granted or recorded. It would seem to me that the burden of proof that such an easement exist would fall upon Terrel Strickland, and according to our title search and discussions with Mark and Susan Strickland that easement does not exist. I believe we would all agree that the burden of proof is higher than an assertion in an email. Ms. Smith and her father Terrel Strickland could have easily provided that proof in their email if there was any.

I hope, in the absence of recorded evidence provided by Terrel Strickland, this issue can be put to rest and waste no more time of the Planning and Zoning Staff or Board. Everything I have stated in the email is true and accurate to the best of my knowledge and Mr. Free's research on title of 4610 Winder Hwy. I thank you for your time and look forward to working with you to help this quality and much needed development move forward in Hall County. I am always available for any other assistance I can provide.

Respectfully,

Jeff Benefield



# JEFF BENEFIELD REALTOR®

✉ jeffbenefield@kw.com

📞 678-617-8705 m. | 770-503-7070 o.



JASON BUFFINGTON  
REALTY TEAM



631 Dawsonville Hwy. Gainesville, GA 30501

Each Office Owned and Independently Operated.



Jeff Benefield Lic #383455  
Keller Williams Lanier Partners  
c: 678-617-8705  
631 Dawsonville Hwy.  
Gainesville, GA 30501  
o: 770-503-7070  
f: 678-922-7571

## David Webb (Planning)

---

**From:** Courtney Smith <courtneysmith44@yahoo.com>  
**Sent:** Wednesday, June 29, 2022 10:52 PM  
**To:** David Webb (Planning); adomingez@hallcounty.org; Randi Doveton (Planning)  
**Subject:** 4610 & 4616 Winder Hwy PRD Ponderosa Land Holdings, LLC  
**Attachments:** Winder Hwy Easement.pdf

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

Dear Hall County Planning Commissioners,

Thank you for taking time to read some of my questions and concerns regarding Ponderosa Land Holdings's proposal. Some of the items on the Site Plan do not match up with the PRD ordinances in the Official Code of Hall County. I just wanted to bring these to your attention so I can get some clarity and understanding. Also, there are a few things on the Site Plan that are not correct.

1. We have a recorded easement. It was left off of the Site Map. There are lots blocking and using this easement.
2. On the Site Map adjacent to the proposed subdivision our property at 4606 Winder Hwy. is listed as Doug Magnus being the owner. It should be Terrel Strickland
3. How will the deceleration lane affect our driveway at 4606 Winder Hwy. and the recorded easement at 4610 Winder Hwy? Our driveway is already very steep due to the Hwy 53 expansion years ago. We have to come to an almost complete stop to turn in and go up. We can't tell from the Site Map if our easement driveway will be included as part of their deceleration lane. If it is, this will make it even steeper than our driveway and make it unusable.
4. A concern I have is during the afternoon when World Language Academy is releasing, the traffic is backed up all the way to my driveway. This will become worse with more homes this close to the school. Is there anyway DOT can look into this?
5. There is an error in the staff recommendations. I think they are trying to copy language about PRD from the county code but it isn't correct. On page 6 under setbacks, one of the recommendations states that there should be a minimum setback of 25 feet from the centerline of the road to the house. The PRD ordinance says it should be a minimum of 25 feet setback from the front of the property line to the house.
6. The PRD Ordinance says there should be a 50 ft. planted buffer "along the perimeter of all property boundaries adjacent to residential and/or non-residential zoning districts." Neither the Site Map nor the proposal have this on the application. The proposal states, "adjoining properties will be mitigated by 25 foot vegetated zoning buffers." Page 1
7. Per the PRD Ordinance there should be a cluster mailbox unit with 4 parking spaces when there are between 50-78 houses. The applicant does not show a place for the mailboxes or a place to park.
8. I noticed there is no mention of trees either being planted or preserved in the site plan and application. The county code calls for two per lot.
9. Where did the definition for Gross Density come from? I checked with the planning office and they have no official definition. How can this be used in your wording if it cannot be defined?

Purchaser bought approximately 31 acres

Open Space is set for 15 acres

Add in roads

This property has water/stream running through it and will also need a retention pond.

With all of this it would put this subdivision at four+/- houses per acre. This is why I want to know where you came up with Gross Density.

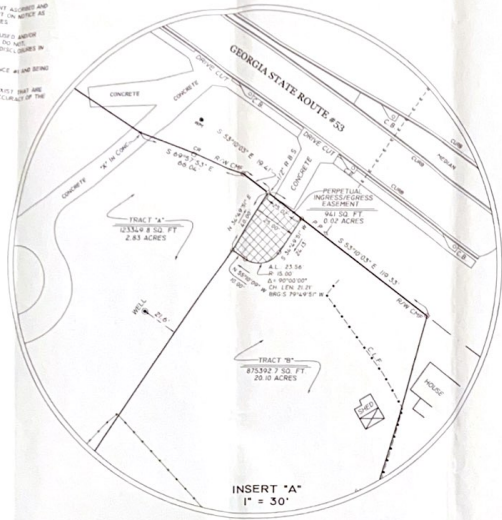
Thank you for reading my concerns and questions. I look forward to seeing you at the meeting on July 5th.

Terrel Strickland

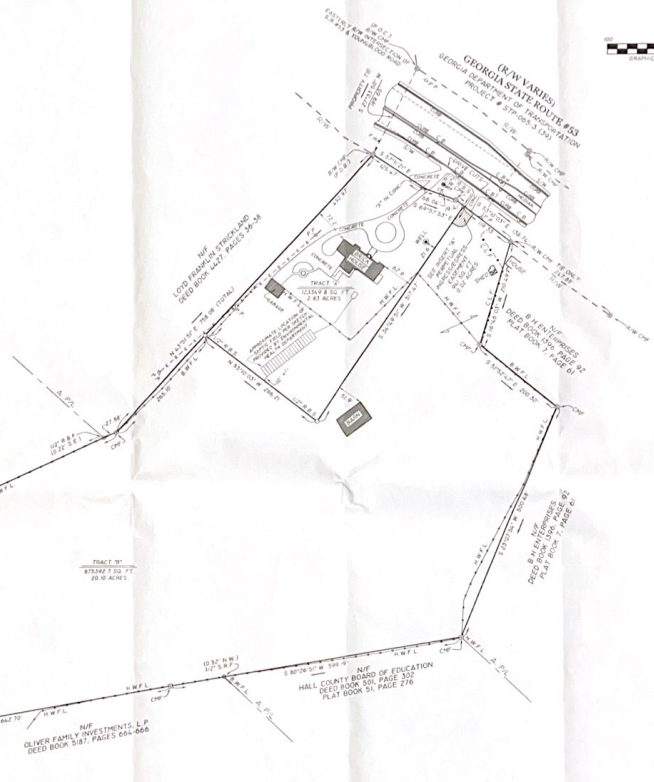
770-967-6442



THE PURPOSE OF THE CLIENT'S ORDER AND THE SURVEYOR'S OBLIGATION IS TO SURVEY THE PROPERTY DESCRIBED IN THIS PLAT AND TO PROVIDE AN ACCURATE AND COMPLETE SURVEY. THE SURVEYOR'S OBLIGATION IS LIMITED TO THE ACCURACY OF THE SURVEY AND DOES NOT WARRANT THE ACCURACY OF THE DATA PROVIDED BY THE CLIENT.



INSERT "A"  
1" = 30'



- SURVEY REFERENCES**
- 1.) BOUNDARY SURVEY FOR THE ESTATE OF VIRGINIA STROCKLAND DATED 07-29-2004, 22 ACRES, PREPARED BY HENRIE B. ASSOCIATES, INC., JEFFERSON, GEORGIA. (JOB NUMBER 0818)
  - 2.) DEED BOOK 848, PAGES 343-354
  - 3.) DEED BOOK 848, PAGES 343-354
  - 4.) DEED BOOK 848, PAGES 343-354
  - 5.) DEED BOOK 848, PAGES 343-354
  - 6.) DEED BOOK 848, PAGES 343-354
  - 7.) DEED BOOK 848, PAGES 343-354
  - 8.) DEED BOOK 848, PAGES 343-354
  - 9.) DEED BOOK 848, PAGES 343-354
  - 10.) DEED BOOK 848, PAGES 343-354
  - 11.) DEED BOOK 848, PAGES 343-354
  - 12.) DEED BOOK 848, PAGES 343-354
  - 13.) DEED BOOK 848, PAGES 343-354
  - 14.) DEED BOOK 848, PAGES 343-354
  - 15.) DEED BOOK 848, PAGES 343-354
  - 16.) DEED BOOK 848, PAGES 343-354
  - 17.) DEED BOOK 848, PAGES 343-354
  - 18.) DEED BOOK 848, PAGES 343-354
  - 19.) DEED BOOK 848, PAGES 343-354
  - 20.) DEED BOOK 848, PAGES 343-354

**AREAS:**  
TRACT "A" = 2.83 ACRES  
TRACT "B" = 20.10 ACRES  
OVERALL = 22.93 ACRES

**CLOSURES:**

TRACE 2A:  
THIS TRACT OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 103,324 FEET.

TRACE 2B:  
THIS TRACT OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 643,638 FEET.

OVERALL:  
THIS TRACT OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 342,288 FEET.

**FLOOD NOTE:**  
ACCORDING TO THE FLOOD MAP FOR HALL COUNTY, GEORGIA, COUNTY PANEL NUMBER 10048, OLIVE HARBOR TOWNSHIP, DATED 8/20/2008, A PORTION OF THIS PROPERTY LIES WITHIN A FLOOD ZONE.

**CLOSURE NOTE:**  
THE FIELD DATA ON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE (1) IN 100,000 FEET AND AN ANGULAR ERROR OF 3.0 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE WILSON-COOPER METHOD. THE FIELD DATA ON WHICH THIS MAP OR PLAT IS BASED WAS CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 103,324 FEET (OVERALL).

THIS PLAT WAS PREPARED IN CONFORMANCE WITH THE HIGHEST STANDARDS AND REQUIREMENTS OF LAW, GEORGIA LAWS 97-8, AND IS SUITABLE FOR RECORDING.

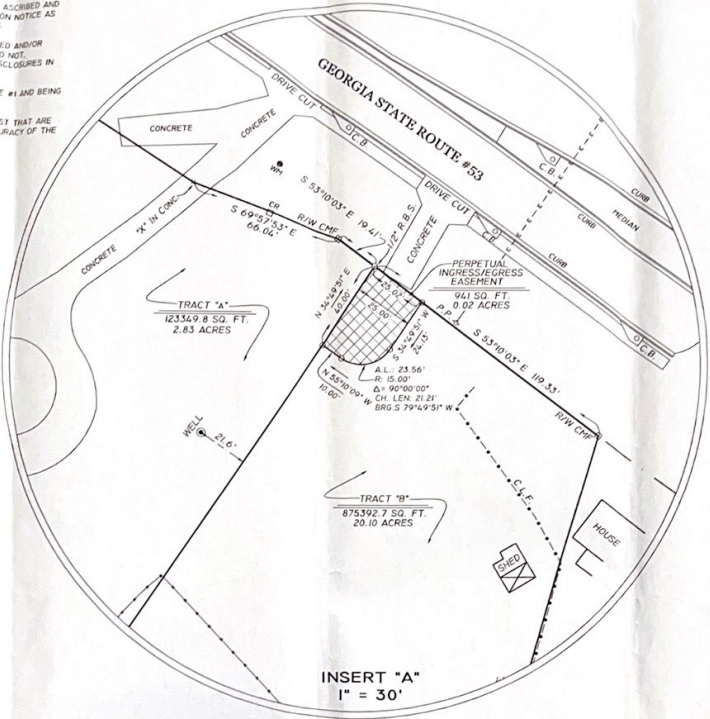
TYPE OF EQUIPMENT: TOPCON S 1 S 553  
DATE OF FIELD WORK: 8/13/2008

D PURPOSE OF THE CLIENT ACCORDED AND  
 3 ARE SUBSEQUENTLY PUT ON NOTICE AS  
 IS PLAT BY THIRD PARTIES.

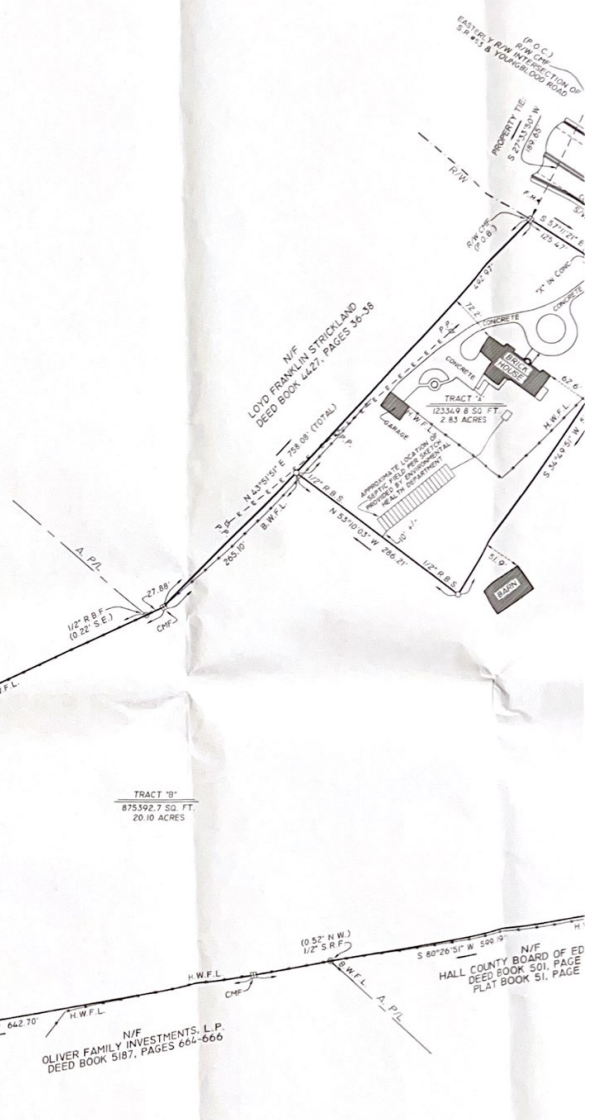
PLAT ARE ONLY THOSE USED AND/OR  
 RTY. THEY ARE NOT, AND DO NOT,  
 SUBJECT TO ANY AND ALL DISCLOSURES IN

SED ON SURVEY REFERENCE #1 AND BEING

GROUND UTILITIES MAY EXIST THAT ARE  
 ES NOT WARRANT THE ACCURACY OF THE  
 SHOWN, HEREON.



INSERT "A"  
 1" = 30'



**SURVEY REFERENCES:**

- 1) BOUNDARY SURVEY FOR THE ESTATE OF VIRGINIA STRICKLAND DATED 10-30-2008, 22.922 ACRES, PREPARED BY VENABLE & ASSOCIATES, INC., JEFFERSON, GEORGIA. (JOB NUMBER 0818)
- 2) DEED BOOK 688, PAGES 353-354
- 3) PLAT BOOK 41, PAGE 86
- 4) PLAT BOOK 48, PAGE 302
- 5) DEED BOOK 4427, PAGES 36-38
- 6) DEED BOOK 768, PAGES 567-571
- 7) DEED BOOK 268, PAGES 790-793
- 8) PLAT SLIDE 333, PAGE 173-A
- 9) DEED BOOK 1598, PAGE 92
- 10) PLAT BOOK 7, PAGES 60-61
- 11) DEED BOOK 501, PAGE 302
- 12) PLAT BOOK 31, PAGE 276
- 13) DEED BOOK 587, PAGES 664-666
- 14) DEED BOOK 4859, PAGES 103-127
- 15) DEED BOOK 4990, PAGES 299-306
- 16) DEED BOOK 503, PAGES 150-155
- 17) GEORGIA D.O.T. PLANS-STP-065-3 (39) SHEETS 22-23-A
- 18) DEED BOOK 878, PAGE 104
- 19) PLAT BOOK 101, PAGES 186-187

**AREAS:**  
 TRACT "A" = 2.83 ACRES  
 TRACT "B" = 20.10 ACRES  
 OVERALL = 22.93 ACRES

**CLOSURES:**  
 TRACT "A"  
 THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 151,734 FEET.  
 TRACT "B"  
 THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 643,638 FEET.  
 OVERALL  
 THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 342,284 FEET.

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: PONDEROSA LAND HOLDINGS LLC

REQUEST: REZONE FROM AR-III & R-1 TO PRD

FOR SINGLE FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

COUNTY COMMISSION

Date: 7-5-2022

and

Date: 8-11-2022

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

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: PONDEROSA LAND HOLDINGS LLC

REQUEST: REZONE FROM AR-III + R-1 TO PRO  
FOR SINGLE FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: 7-5-2022

Time: 5:15 p.m.

and

COUNTY COMMISSION

Date: 8-11-2022

Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 205 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

7070  
64  
o:770-540-6264  
c:770-540-6264  
770-540-6264 | 770-540-6264

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: PONDEROSA LAND HOLDINGS LLC  
REQUEST: REZONE FROM AR-III + R1 TO PRD  
FOR SINGLE FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION      COUNTY COMMISSION  
Date: 7-5-2022      Date: 8-11-2022  
Time: 5:15 p.m.      and      Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 300 EDGEMOUNT BRIDGE ROAD, CUMMINGSVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6800

LAND ASSEMBLY

UNIVERSITY FINANCIAL

BERKSHIRE HATHAWAY HomeServices

Georgia Properties Commercial Division 770-536-3007

CAROLYN GIBSON 770-654-0572

LAND ASSEMBLY

BERKSHIRE HATHAWAY HomeServices

Georgia Properties Commercial Division 770-536-3007

CAROLYN GIBSON 770-654-0572

**ZONING NOTICE**

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.

APPLICANT: PONDEROSA LAND HOLDINGS LLC

REQUEST: REZONE FROM AR-II + R-1 TO PRD FOR SINGLE FAMILY DEVELOPMENT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	DATE: 1-5-2022	and	DATE: 8-11-2022
	Time: 5:15 p.m.		Time: 6:00 p.m.

HALL COUNTY GOVERNMENT | 1150 W. STATE STREET, SUITE 200 | HALL COUNTY, GA 30145

FOR MORE INFORMATION CALL: (770) 531-8897



## AGENDA ITEM

### Public Works and Utilities

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**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 407/2022

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution to amend the Code of Ordinances of Hall County, Georgia relating to final plat review, approval requirements and maintenance bonds, subject to review and approval by County Attorney.

---

#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** SY  
**Recommendation:**  
Approve

#### Purpose of Request:

Approval and authorization for the Chairman to execute a resolution to amend the Code of Ordinances of Hall County, Georgia relating to final plat review, approval requirements and maintenance bonds, subject to review and approval by County Attorney.

#### History:

The county has, on some occasions, been unable to maintain bonds which adequately provide for the maintenance costs of all installations of necessary improvements as required by Hall County Standards.

#### Facts and Issues:

The ordinance creates a requirement for a Maintenance Agreement to be provided by the developer when a bonding instrument is required. The ordinance updates requirements on the bonding instrument accepted and allows the county to reevaluate bonding amounts based on objective data available. A change in the proposed collection fee is included as part of the ordinance to \$1,000 from \$650 based on additional work to collect.

#### 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?**

2022-08-31

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
BN	BN	EW	WG
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	
WLI	LJ	JR	

**Attachments:**

Resolution



STATE OF GEORGIA

COUNTY OF HALL

**A RESOLUTION TO AMEND THE CODE OF ORDINANCES OF HALL COUNTY  
WITH REGARD TO FINAL PLAT REVIEW; APPROVAL REQUIREMENTS AND  
MAINTENANCE BOND**

**WHEREAS**, Hall County has enacted Code Section 16.30.360 of the Official Code of Hall County, Georgia entitled “Final plat review; approval requirements and maintenance bond” found in Title 16 of the Code relating to Subdivisions, Chapter 16.30, relating to Procedures for Submittal of Plans and Plat Recordation; and

**WHEREAS**, the County’s Board of Commissioners believes that Code Section 16.30.360 of the Hall County, Georgia Official Code should include a requirement for maintenance agreements and should be adjusted so that the County is properly protected by the bonding process relating to subdivision infrastructure; and

**WHEREAS**, the Hall County Board of Commissioners believes that certain adjustments to Code section 16.30.360 relating to bonding, maintenance agreements, and subdivision final plat review would promote orderly, planned, and efficient development in the County; and

**WHEREAS**, the County wishes to enact the adjustments to Code section 16.30.360 concurrent with certain changes that the County is enacting in its regulations relating to completion of sidewalks; and

**WHEREAS**, the County’s Board of Commissioners believes that the changes to its Code of Ordinances relating to “Final plat review; approval requirements and maintenance bond” will serve the best interests of Hall County and will promote the public health, safety, and general welfare of the community.

**NOW, THEREFORE**, the Board of Commissioners does hereby amend the Official Code of Hall County, Georgia as follows:

1.

Section 16.30.360 is hereby amended by deleting Section 16.30.360 in its entirety and by inserting in lieu thereof a new Section 16.30.360 which provides as follows:

16.30.360 – Final plat review; approval requirements and maintenance bond.

A. *Bonding instrument requirement.* Final approval by the planning director shall not be shown on the final plat until all requirements of these regulations have been met and until the Hall County Engineering Division has certified by letter or endorsement on the plat that a maintenance bond (either in the form of a guaranty bond or cash deposited in escrow for the county) or an irrevocable letter of credit has been received which adequately and sufficiently provides for the maintenance of all installations and improvements required by these regulations for a period of 24 months following the date of final plat approval for base, paving, grassing, storm water management facilities, sidewalks, and any other necessary infrastructure within that subdivision.

B. *Bonding and maintenance agreement.* All bonding instruments must be valid for a minimum of 24 months from the date of issuance. The guarantee bond, escrowed cash, or irrevocable letter of credit must also be accompanied by completed forms provided by the Hall County Engineering Division, and must also be accompanied by a fully executed Maintenance Agreement by which the developer agrees to maintain all such facilities and infrastructure for a period of not less than 24 months from the date of final platting. All bonding instruments must be issued by a company with a minimum A rating (or better), and which is licensed to do business in the State of Georgia and with a principal office and registered agent located in the State of Georgia.

C. *Storm water bonding release.* Storm water management facilities will need to be cleaned of silt of accumulation and properly maintained as provided in Code Chapter 8.180 prior to release of issued bonds.

D. *Bonding instrument amount.* The amount of the bonding mechanism will equal 30 percent of all completed infrastructure including base, paving, grassing, storm water management facilities, sidewalks, and any other necessary infrastructure plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the initial calculations will be based upon the latest Georgia Department of Transportation (GDOT) Item Mean Summary plus up to 10% per year, or the latest county contract data, whichever is higher. The County is also authorized to require yearly increases in the face amount of required bonds based upon the Consumer Price Index in order to cover the increasing cost of construction and maintenance of infrastructure due to economic inflation.

E. *Transfer of land ownership during the bonding period.* No person, firm, partnership, association, corporation, estate, trust, developer, subdivider, or any other owner or agent shall transfer title of a property which is the subject of any active maintenance or performance bonds without first providing to the county, as beneficiary, a newly executed bonding instrument for the new owner or developer. The newly executed bonding instrument must be presented to and approved by the Hall County Board of Commissioners.

F. *Bonding instrument collection fee.* Hall County shall impose a collection fee \$1,000.00 for any bonding instrument that is presented to the Hall County Board of Commissioners for collection, which fee the Board of Commissioners reasonably believes to be related to the costs associated with collection on such a bond. The director of public works and utilities shall be granted authority to initiate collection efforts in his or her discretion. Staff shall commence

collection efforts at least 90 days prior to the expiration of the bond in order to allow sufficient time for collection. The developer shall deposit \$1,000.00 at the time of submission of the bond to the county, and the \$1,000.00 shall be refunded once bonded work is completed more than 45 days prior to the expiration of the bond or the bond is renewed more than 45 days prior to its expiration.

G. *Request for final acceptance and release of bonds.* Roads within a development are not accepted into the Hall County road system until there has been a request for acceptance by the developer and a favorable vote by the Hall County Board of Commissioners to accept the roads and to release all bonding mechanisms relating to the development. Likewise, the County may release bonding mechanisms only upon a favorable vote by the Hall County Board of Commissioners. Release of bonds can occur after all asphalt road construction has been in place for a minimum of one year, and all infrastructure is installed to the satisfaction of Hall County's Engineering Division. In order for the County's Board of Commissioners to release bonding mechanisms Hall County's Engineering Division must confirm that:

1. All improvements and installations to the subdivision required for approval of the final plat under the rules and regulations of the county have been completed in accordance with the appropriate specifications; and

2. All of the drainage and retention facilities, grading, water and sewer utilities, street base and curbing construction, and grassing required for approval of the final plat have been completed.

[Signatures on following page.]

**SO RESOLVED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**HALL COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Richard Higgins, Chairman

ATTEST:

\_\_\_\_\_ (SEAL)  
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Van Stephens, County Attorney



## AGENDA ITEM

### Public Works and Utilities

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**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 406/2022

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution to amend the Code of Ordinances of Hall County, Georgia relating to the installation of sidewalks, subject to review and approval by County Attorney.

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#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** SY  
**Recommendation:**  
Approve

**Purpose of Request:**  
Approval and authorization for the Chairman to execute a resolution to amend the Code of Ordinances of Hall County, Georgia relating to the installation of sidewalks, subject to review and approval by County Attorney.

**History:**  
Currently, the sidewalk ordinance makes no distinction between the number of lots in a development and the timeframe in which the developer must install sidewalks.

**Facts and Issues:**  
Under this ordinance, developers will have the option to build sidewalks on a lot-by-lot basis with a time period that is based on the numbers of lots in the development to more accurately reflect the time needed to perform the work. In general terms, developments less than or equal to 35 lots would have 2 years to complete the sidewalks. Developments less than or equal to 150 lots would have 3 years to complete the sidewalks. Developments greater than 150 lots would have 4 years to complete the sidewalks.

**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?** 2022-08-31

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
BN	BN	EW	WG
<b>Attorney</b>	<b>Administration</b>		<b>Clerk</b>
WLI	LJ		JR

**Attachments:**

Resolution



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

**AGENDA ITEM 406/2022**

**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:** BN

**Phone:** 678 531-6800



STATE OF GEORGIA

COUNTY OF HALL

**A RESOLUTION TO AMEND THE CODE OF ORDINANCES OF HALL COUNTY  
WITH REGARD TO THE INSTALLATION OF SIDEWALKS**

**WHEREAS**, Hall County has enacted an ordinance entitled “Sidewalk Installation” found in Code Section 16.70.330 of the Official Code of Hall County, Georgia; and

**WHEREAS**, Code Section 16.70.330 of the Hall County, Georgia Official Code currently requires that all residential subdivisions (with one exception) must have sidewalks installed; and

**WHEREAS**, Code Section 16.70.330 of the Hall County, Georgia Official Code currently requires that developers comply with one of three options in timing their installation of sidewalks in residential developments; and

**WHEREAS**, all three options for timing of sidewalk installation found in Code Section 16.70.330 require that sidewalks be installed either prior to final platting of the subdivision or within two years after final platting of the subdivision; and

**WHEREAS**, the Board of Commissioners wishes to provide additional options to developers in timing the construction of sidewalks; and

**WHEREAS**, the County recognizes that developers of larger proposed subdivisions, particularly subdivisions with more than 35 proposed lots, find it difficult to complete the construction of sidewalks within the entire subdivision within two years of final plat approval; and

**WHEREAS**, the County wishes to implement sidewalk construction timing options based at least in part upon the size of the proposed development; and

**WHEREAS**, the County’s Board of Commissioners believes that the changes to its Code of Ordinances relating to “Sidewalk Installation” will serve the best interests of Hall County and will promote the public health, safety, and general welfare of the community.

**NOW, THEREFORE,** the Board of Commissioners does hereby amend the Official Code of Hall County, Georgia as follows:

1.

Section 16.70.330 is hereby amended by deleting Section 16.70.330 in its entirety and by inserting in lieu thereof a new Section 16.70.330 which provides as follows:

16.70.330 – Sidewalk installation options.

All residential subdivisions will have sidewalks with one exception: Those subdivisions in which average lot size is equal to, or greater than, 1.25 acres shall be exempt from the sidewalk requirements. Developers will be required to construct sidewalks in accordance with one of the following three subsections and in compliance with the final plat review requirements found in Code section 16.30.360.

(a) All sidewalks may be installed as a unit prior to final platting of the subdivision.

(1) Developers choosing this option will complete the installation of the entire sidewalk system in the subdivision prior to final plat approval. The sidewalks must be constructed as one unit.

(2) All sidewalk inspections in subdivisions choosing this option will be performed by county engineering. Developers utilizing this option will be required to notify county engineering prior to pouring in order to allow the county's engineers to inspect formwork and subgrade, and shall also notify county engineering after pouring and finishing of the sidewalks to allow for re-inspection by the county if the county deems it necessary.

(3) If a developer utilizes this option, the following items must be clearly shown on the final plat of each such subdivision:

(A) The construction details of sidewalks as shown in Plate 3A of the county's subdivision regulations.

(B) The typical road section for residential streets with sidewalks as shown on the plates as set forth in this chapter. Plate 1A shall be utilized for the final plat in subdivisions that will have sidewalks on both sides of the street, and Plate 1C shall be utilized for the final plat in subdivisions that will have sidewalks on a single side of the street.

(C) A note that reads as follow:

“This development will utilize a sidewalk system throughout the project. The sidewalk system will be installed as a unit prior to final plat approval. Said sidewalks will comply with the Hall County Subdivision Regulations. The entire sidewalk system must be completed prior to release of any maintenance bond, prior to the release of any maintenance agreement, and prior to final platting.”

(b) All sidewalks may be installed on a lot-by-lot basis after final platting based upon the following criteria.

(1) Developers choosing this option will construct sidewalks in concurrence with the development of each lot and pour the sidewalks in conjunction with the pouring of the driveway for each lot.

(2) If the proposed subdivision has 35 or fewer lots, developers choosing this option must build sidewalks on a lot-by-lot basis within two (2) years of final plat approval, provided that within two (2) years, all sidewalks are required to be installed. Any incomplete areas of the sidewalk system must be constructed as one unit before two years expire from the final plat approval.

- (3) If the proposed subdivision has more than 35 lots but 150 lots or fewer, developers choosing this option must build sidewalks on a lot-by-lot basis within three (3) years of final plat approval or until 90% of platted lots have received certificates of occupancy (whichever is less), provided that within three (3) years, all sidewalks are required to be installed. Any incomplete areas of the sidewalk system must be constructed as one unit before three years expire from the final plat approval.
- (4) If the proposed subdivision has more than 150 lots, developers choosing this option must build sidewalks on a lot-by-lot basis within four (4) years of final plat approval or until 90% of platted lots have received certificates of occupancy (whichever is less), provided that within four (4) years, all sidewalks are required to be installed. Any incomplete areas of the sidewalk system must be constructed as one unit before four years expire from the final plat approval.
- (5) Sidewalks poured on a lot-by-lot basis will be inspected by the county's building inspection department in conjunction with other inspections. Certificates of occupancy will not be issued for any lot until a properly constructed sidewalk is in place on that lot.
- (6) The county's engineering department will perform all inspections of sidewalks poured as one unit under this option at the end of the two, three, or four-year period after final platting. Developers utilizing this option will be required to notify county engineering prior to pouring in order to allow the county's engineers to inspect formwork and subgrade, and shall also notify county engineering after pouring and finishing of the sidewalks to allow for re-inspection by the county if the county deems it necessary.

(7) If a developer utilizes this option, the following items must be clearly shown on the final plat of each such subdivision:

(A) The construction details of sidewalks as shown in Plate 3A of the county's subdivision regulations.

(B) The typical road section for residential streets with sidewalks as shown on the plates as set forth in this chapter. Plate 1A shall be utilized for the final plat in subdivisions that will have sidewalks on both sides of the street, and Plate 1C shall be utilized for the final plat in subdivisions that will have sidewalks on a single side of the street.

(C) A note that reads as follows:

“This development will utilize a sidewalk system throughout the project. The sidewalks will be installed on a lot-by-lot basis. Therefore, property owners of parcels shown on this plat are required to construct sidewalks along the road frontage of their property. Said sidewalks will comply with the Hall County Subdivision Regulations. The entire sidewalk system must be completed prior to release of the maintenance bond, prior to the release of any maintenance agreement, and prior to the elapsing of the number of years required for the completion of the sidewalk system under Hall County Code Section 16.70.330 (b) based upon the number of lots in the subdivision.”

(c) All sidewalks may be installed as a unit within two years after final platting based upon the following criteria.

(1) Upon the elapsing of two years after final platting the entire sidewalk system must be constructed as one unit.

- (2) All sidewalk inspections in subdivisions choosing this option will be performed by county engineering. Developers utilizing this option will be required to notify county engineering prior to pouring in order to allow the county's engineers to inspect formwork and subgrade, and shall also notify county engineering after pouring and finishing of the sidewalks to allow for re-inspection by the county if the county deems it necessary.
- (3) If a developer utilizes this option, the following items must be clearly shown on the final plat of each such subdivision:
- (A) The construction details of sidewalks as shown in Plate 3A of the county's subdivision regulations.
- (B) The typical road section for residential streets with sidewalks as shown on the plates as set forth in this chapter. Plate 1A shall be utilized for the final plat in subdivisions that will have sidewalks on both sides of the street, and Plate 1C shall be utilized for the final plat in subdivisions that will have sidewalks on a single side of the street.
- (C) A note that reads as follow:
- “This development will utilize a sidewalk system throughout the project. The sidewalk system will be installed within two years after final plat approval. Said sidewalks will comply with the Hall County Subdivision Regulations. The entire sidewalk system must be completed prior to release of the maintenance bond, prior to the release of any maintenance agreement, and prior to the elapsing of two years after final platting.”

**SO RESOLVED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**HALL COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Richard Higgins, Chairman

ATTEST:

\_\_\_\_\_  
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Van Stephens, County Attorney



## AGENDA ITEM

### Public Works and Utilities

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**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 415/2022

**SUBJECT:** Approve the sole source purchase of Wetland and Stream Mitigation Credits for the Friendship Road Sewer Extension to Big Sandy Creek, LLC of Lawrenceville, GA, in the amount of \$599,434.00.

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#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** SY  
**Recommendation:**  
Approve

**Purpose of Request:**  
To secure Wetland and Stream Credits as required by the USACE 404 Permit for Friendship Road Sewer Extension Construction Project and its stream and wetland mitigation impacts to Big Sandy Creek, LLC (Big Sandy Run Bank) of Lawrenceville, Georgia in the amount not to exceed \$599,434.00.

**History:**  
The mitigation credits are limited and sell out rapidly to other entities like the Georgia Department of Transportation (GDOT). GDOT currently has an RFP for 13,000 stream credits in the Upper Oconee region.

**Facts and Issues:**  
The USACE 404 Permit documents the wetland and stream impacts that require the purchase of the following wetland and stream credits: (a) 3.52 wetland mitigation credits, (b) 2,249.40 Stream Mitigation Credits

#### Options:

<b>Funding Requested</b>	\$ 599,434.00
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	SPLOST VIII
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	No
<b>Has it been reviewed by the County Attorney?</b>	Yes



**Is there a deadline for this item?**

2022-08-19

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
SY	SY	EW	WG
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	
WLI	LJ	JR	

**Attachments:**

Financial Supplement  
USACE 404 Permit Approval - Friendship Road Sewer Project  
Big Sandy Creek - Quote



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

**AGENDA ITEM 415/2022**

**Funds Requested:** \$ 599,434.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VIII

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2023	028 - SPLOST VIII	1827 - SP-VIII FRIENDSHIP RD SWR	5009 - INFRASTRUCTURE	\$599,343.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770 531-6800 Ext: 2696



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT  
4751 BEST ROAD, SUITE 140  
COLLEGE PARK, GEORGIA 30337-5600

June 23, 2022

Regulatory Division  
SAS-2021-00990

Mr. Bill Nash  
Hall County, Public Works and Utilities  
2875 Browns Bridge Road  
Gainesville, Georgia 30504

Dear Mr. Nash

I refer to the Pre-Construction Notification received on December 1, 2021, and supplemental information received on February 21, 2022, submitted on your behalf by CDM Smith, requesting verification for use of Nationwide Permit No. 58 (NWP 58) for proposed construction of a sanitary sewer line and access roads. The 32,700-foot project corridor is located between Ridge Road and Spout Springs Road near the City of Flowery Branch, Hall County, Georgia (centered at approximately latitude: 34.1264, longitude: -83.9106). This project has been assigned number SAS-2021-00990, and it is important that you refer to this number in all communication concerning this matter.

We understand that the purpose of the proposed project is construction of a sanitary sewer line and access roads. As proposed, the project would result in permanent adverse impacts to 0.176 acre of wetland and temporary impacts to 0.335 acre of wetlands, permanent impacts to 0.017-acre (96 linear feet) of intermittent stream and temporary impacts to 0.018-acre (125 linear feet) of intermittent stream, permanent impacts to 0.056-acre (145 linear feet) of perennial stream and temporary impacts to 0.174-acre (392 linear feet) of perennial stream. The details of the proposed project are shown on the attached exhibit entitled, "Key Plan, Friendship Road Corridor Extension", prepared by CDM Smith, dated September 1, 2021.

The enclosed exhibits entitled, "Figures 3A-3I, State and Federal Waters Map (Aerial), Friendship Sewer Line, Hall County", prepared by CDM Smith, dated November 2021, identify the delineation limits of all aquatic resources within the project area. The wetlands were delineated in accordance with criteria contained in the 1987 "Corps of Engineers Wetland Delineation Manual," as amended by the most recent regional supplements to the manual. Please note, this delineation may require re-verification and is subject to change based on site conditions at the time of re-evaluation.

The delineation included herein has been conducted to identify the location and extent of the aquatic resource boundaries and/or the jurisdictional status of aquatic resources for purposes of the Clean Water Act for the particular site identified in this

request. This delineation and/or jurisdictional determination may not be valid for the Wetland Conservation Provisions of the Food Security Act of 1985, as amended. If you or your tenant are U.S. Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should discuss the applicability of a certified wetland determination with the local USDA service center, prior to starting work.

We have completed coordination with other federal and state agencies as described in Part C (32)(d) of our NWP Program, published in the January 13, 2021, Federal Register, Vol. 86, No. 8, Pages 2744-2877 (86 FR). The NWP and Savannah District's Regional Conditions for NWPs can be found on our website at <http://www.sas.usace.army.mil/Missions/Regulatory/Permitting/GeneralPermits/NationwidePermits.aspx>. During our coordination procedure, no adverse comments regarding the proposed work were received.

As a result of our evaluation of your project, we have determined that the proposed activity is authorized as described in Part B of the NWP Program. Your use of this NWP is valid only if:

a. The activity is conducted in accordance with the information submitted and meets the conditions applicable to the NWP, as described at Part C of the NWP Program and the Savannah District's Regional Conditions for NWPs.

b. Prior to the commencement of any permitted work in aquatic resources, the permittee shall purchase 3.52 legacy wetland mitigation credits from Big Sandy Creek Mitigation Bank and submit documentation of this credit purchase to the U.S. Army Corps of Engineers. The credit purchase documentation must reference the Corps file number assigned to the permitted project. If all or a portion of the required credits are not available from Big Sandy Creek Mitigation Bank, the permittee shall obtain written approval from the Corps prior to purchasing credits from an alternate mitigation bank.

c. Prior to the commencement of any permitted work in aquatic resources, the permittee shall purchase 2,249.4 legacy stream mitigation credits from Big Sandy Creek Mitigation Bank and submit documentation of this credit purchase to the U.S. Army Corps of Engineers. The credit purchase documentation must reference the Corps file number assigned to the permitted project. If all or a portion of the required credits are not available from Big Sandy Creek Mitigation Bank, the permittee shall obtain written approval from the Corps prior to purchasing credits from an alternate mitigation bank.

d. You shall notify the Corps, in writing, at least 10 days in advance of commencement of work authorized by this permit.

e. You fill out and sign the enclosed certification and return it to our office within 30 days of completion of the activity authorized by this permit.

This proposal was reviewed in accordance with Section 7 of the Endangered Species Act. Based on the information we have available. We have determined that the project would have no effect on any threatened or endangered species nor any critical habitat for such species. Authorization of an activity by a NWP does not authorize the "take" of threatened or endangered species. In the absence of separate authorization, both lethal and non-lethal "takes" of protected species are in violation of the Endangered Species Act. See Part (C) of 82 FR for more information.

This verification is valid until the NWP is modified, reissued or revoked. All of the existing NWPs are scheduled to expire on March 14, 2026. It is incumbent upon you to remain informed of changes to the NWPs. Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

This authorization should not be construed to mean that any future projects requiring Department of the Army authorization would necessarily be authorized. Any new proposal, whether associated with this project or not, would be evaluated on a case-by-case basis. Any prior approvals would not be a determining factor in making a decision on any future request.

Revisions to your proposal may invalidate this authorization. In the event changes to this project are contemplated, I recommend that you coordinate with us prior to proceeding with the work.

This communication does not relieve you of any obligation or responsibility for complying with the provisions of any other laws or regulations of other federal, state or local authorities. It does not affect your liability for any damages or claims that may arise as a result of the work. It does not convey any property rights, either in real estate or material, or any exclusive privileges. It also does not affect your liability for any interference with existing or proposed federal projects. If the information you have submitted and on which the Corps bases its determination/decision of authorization under the NWP is later found to be in error, this determination may be subject to modification, suspension, or revocation.

An electronic copy of this letter is being provided to the following party: Mr. Jason Hales, CDM Smith (via email: [halesjc@cdmsmith.com](mailto:halesjc@cdmsmith.com)).

Thank you in advance for completing our on-line Customer Survey Form located at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. We value your comments and appreciate your taking the time to complete a survey each time you have interaction with our office.

If you have any questions, please contact me at (678) 422-6570 or [steven.b.brannon@usace.army.mil](mailto:steven.b.brannon@usace.army.mil).

Sincerely,

*Blake Brannon*

Blake Brannon  
Project Manager, Piedmont Branch

Enclosures

Regulatory Division

CERTIFICATION OF COMPLIANCE  
WITH  
DEPARTMENT OF THE ARMY  
NATIONWIDE PERMIT 58

PERMIT FILE NUMBER: SAS-2021-00990

PERMITTEE/ADDRESS: Mr. Bill Nash, Hall County, Public Works and Utilities, 2875 Browns Bridge Road, Gainesville, Georgia 30504.

LOCATION OF WORK: The 32,700-foot project corridor is located between Ridge Road and Spout Springs Road, near the City of Flowery Branch, Hall County, Georgia (centered at approximately latitude: 34.1264, longitude: -83.9106).

PROJECT DESCRIPTION: Construction of a sanitary sewer line and access roads.

WATERS OF THE UNITED STATES IMPACTED:

Permanent adverse impacts to 0.176 acre of wetland and temporary impacts to 0.335 acre of wetlands. Permanent impacts to 0.017-acre (96 linear feet) of intermittent stream and temporary impacts to 0.018-acre (125 linear feet) of intermittent stream. Permanent impacts to 0.056-acre (145 linear feet) of perennial stream and temporary impacts to 0.174-acre (392 linear feet) of perennial stream.

DATE WORK IN WATERS OF UNITED STATES COMPLETED: \_\_\_\_\_

COMPENSATORY MITIGATION REQUIRED: 3.52 legacy wetland mitigation credits and 2,249.4 legacy stream mitigation credits.

DATE MITIGATION COMPLETED OR PURCHASED (include name of source):

---

I understand that the permitted activity is subject to a U.S. Army Corps of Engineers' Compliance Inspection. If I fail to comply with the permit conditions at Part C of the Nationwide Permit Program, published in the January 13, 2021, Federal Register, Vol. 86, No.8, Pages 2744-2877, it may be subject to suspension, modification or revocation.

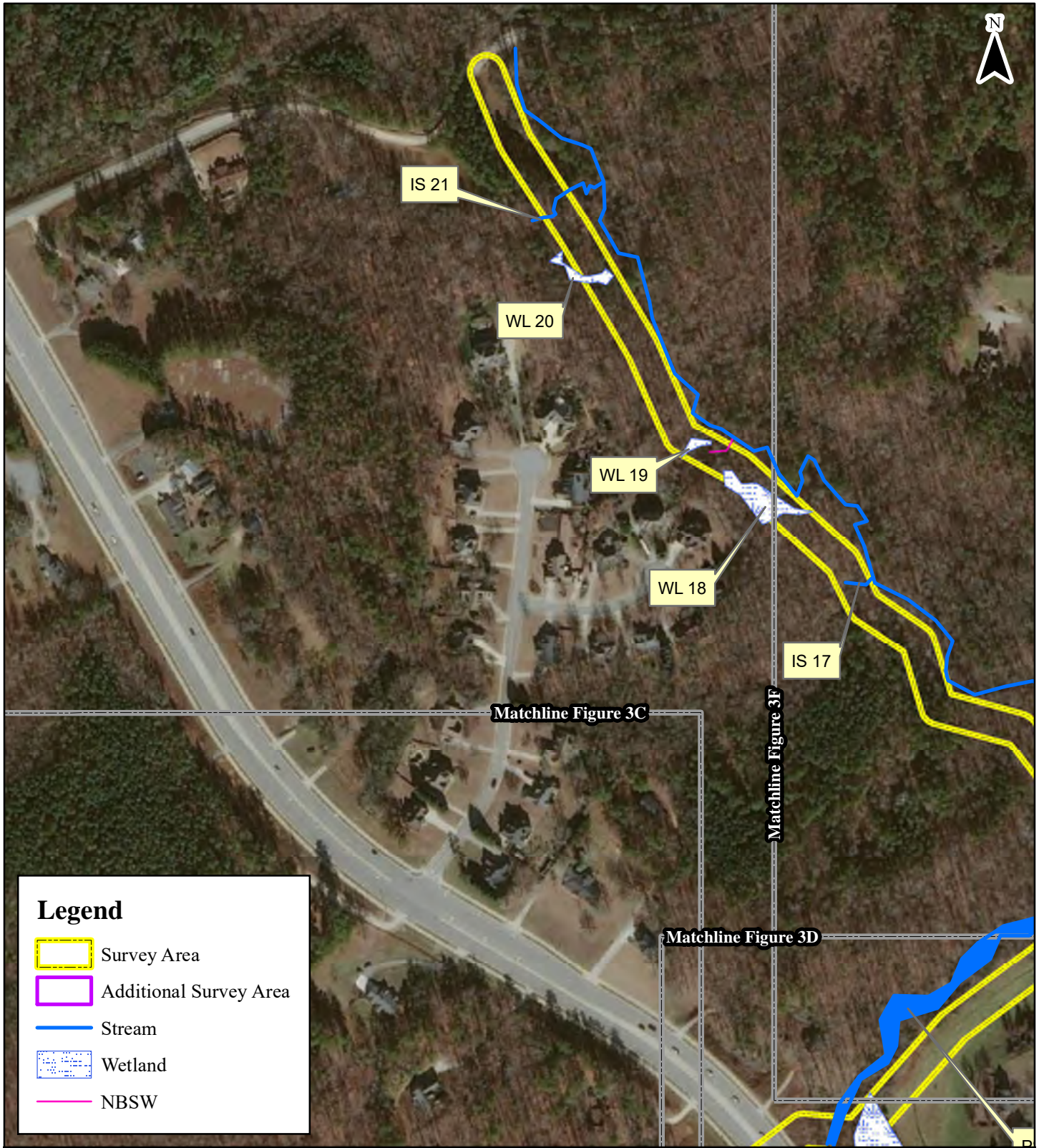
I hereby certify that the work authorized by the above referenced permit as well as any required mitigation (if applicable) has been completed in accordance with the terms and conditions of the said permit.

---

Signature of Permittee

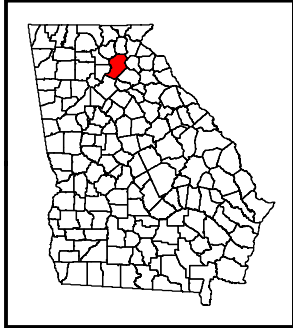
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Date



**Legend**

- Survey Area
- Additional Survey Area
- Stream
- Wetland
- NBSW



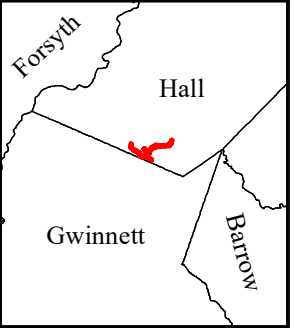
**Figure 3E: State and Federal Waters Map  
(Aerial)**

Friendship Sewer Line  
Hall County

0      250      500      1,000

Feet

Source: ESRI Aerial Imagery

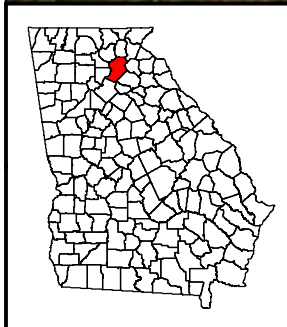






**Legend**

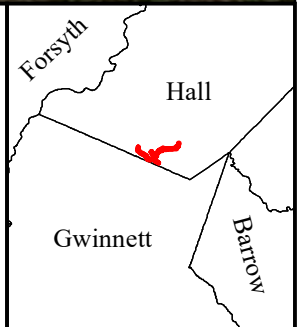
- Survey Area
- Additional Survey Area
- Stream
- Wetland
- NBSW

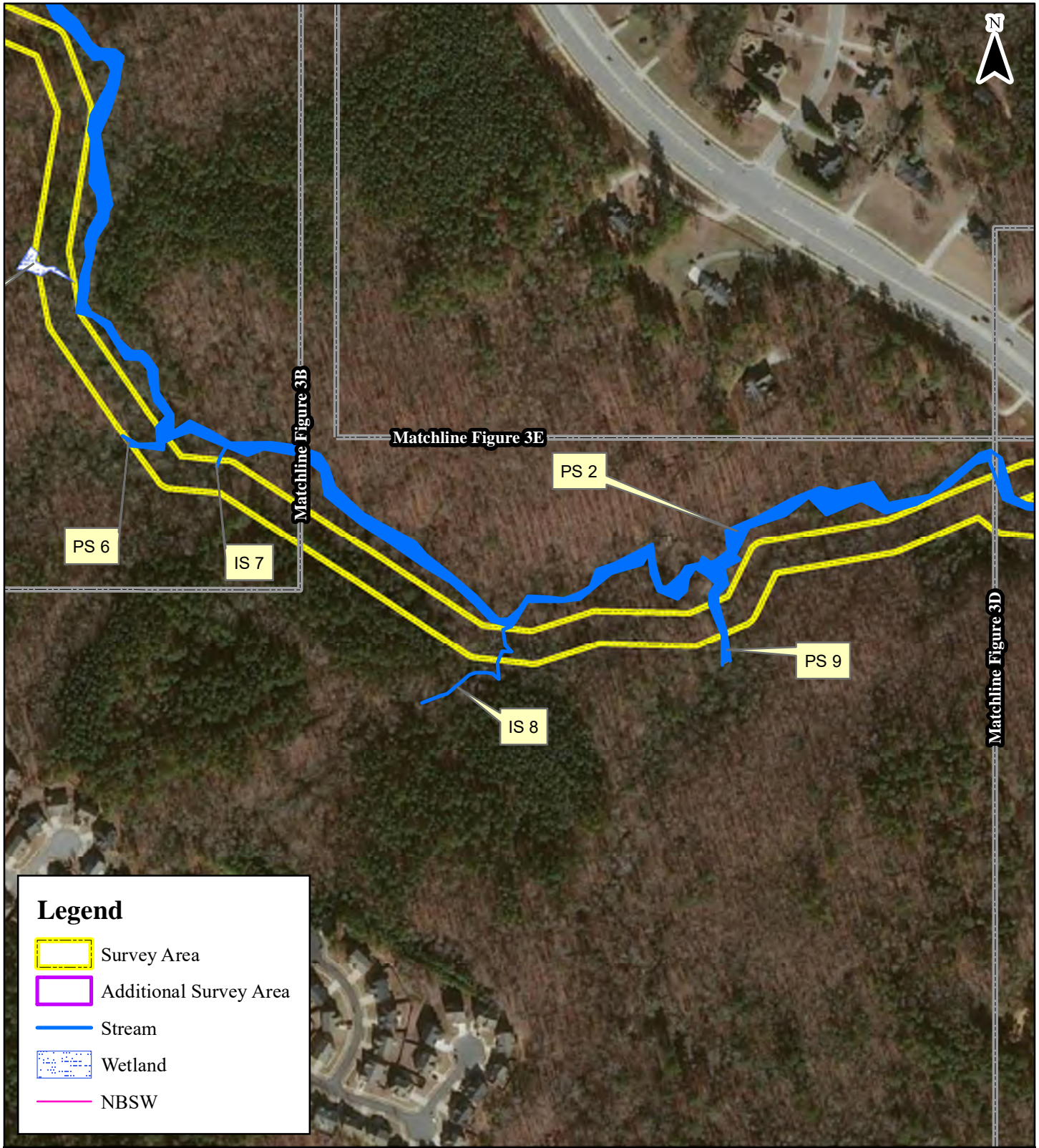


**Figure 3B: State and Federal Waters Map (Aerial)**  
 Friendship Sewer Line  
 Hall County

0      250      500      1,000  
 Feet

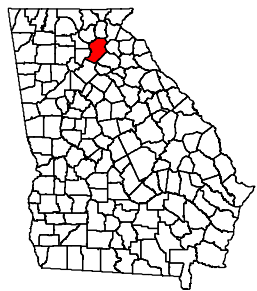
Source: ESRI Aerial Imagery





**Legend**

- Survey Area
- Additional Survey Area
- Stream
- Wetland
- NBSW

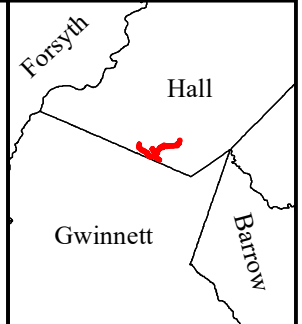


**Figure 3C: State and Federal Waters Map (Aerial)**

Friendship Sewer Line  
Hall County



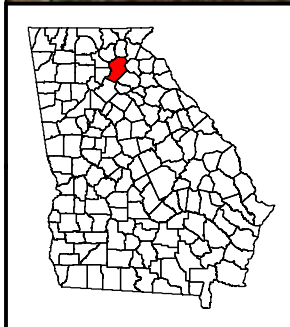
Source: ESRI Aerial Imagery





**Legend**

- Survey Area
- Additional Survey Area
- Stream
- Wetland
- NBSW

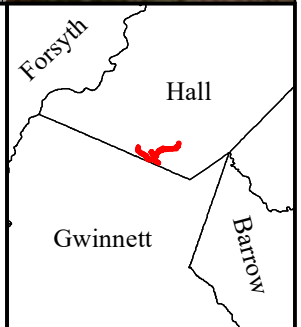


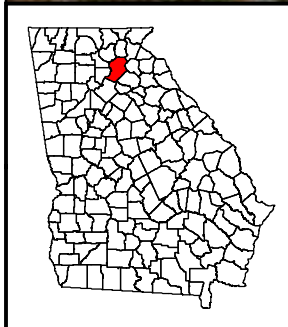
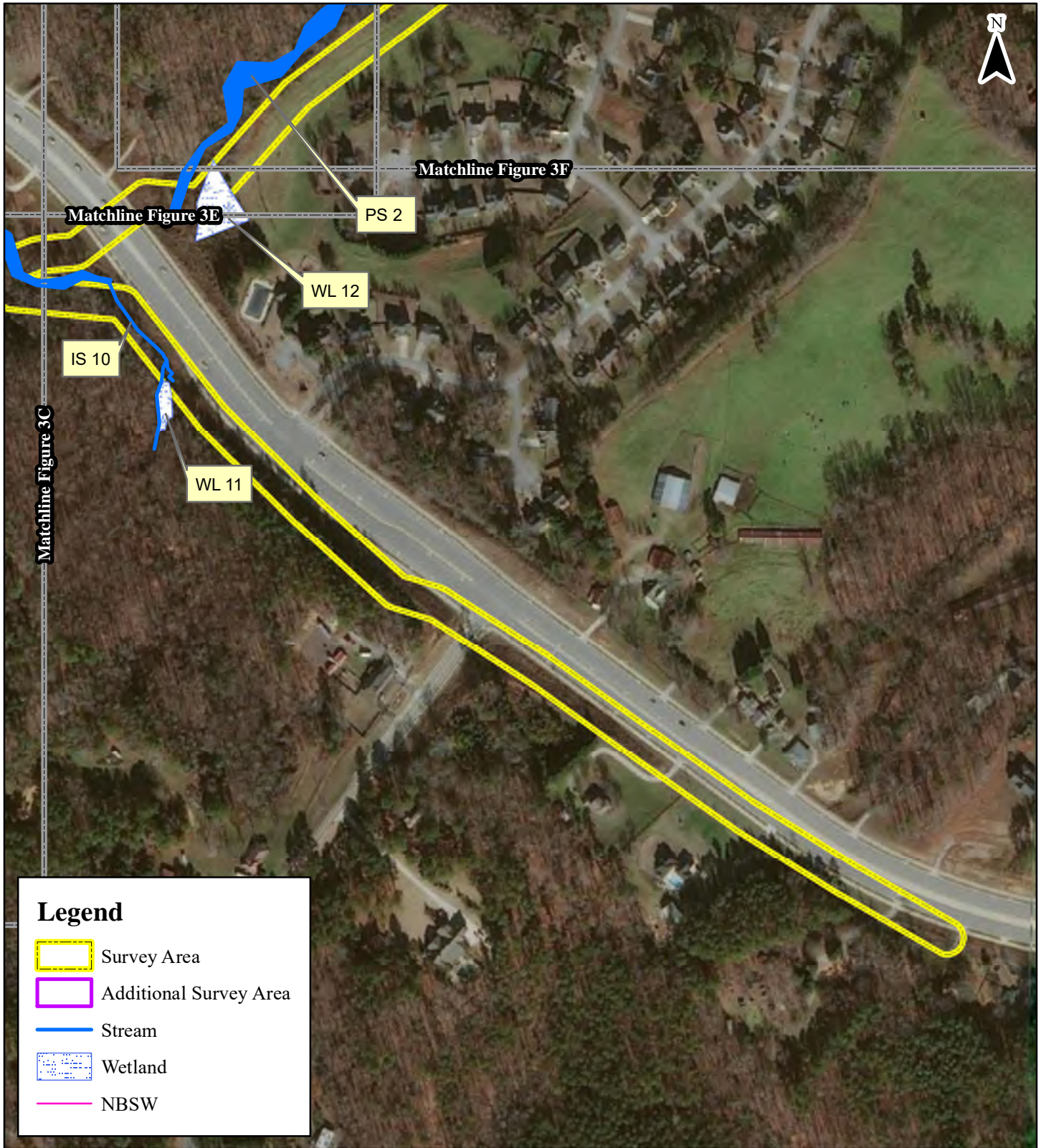
**Figure 3A: State and Federal Waters Map  
(Aerial)**

Friendship Sewer Line  
Hall County

0      250      500      1,000  
Feet

Source: ESRI Aerial Imagery



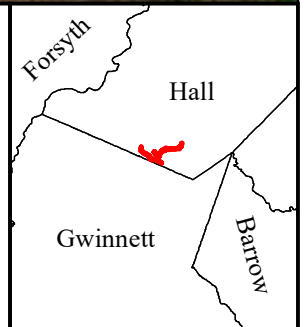


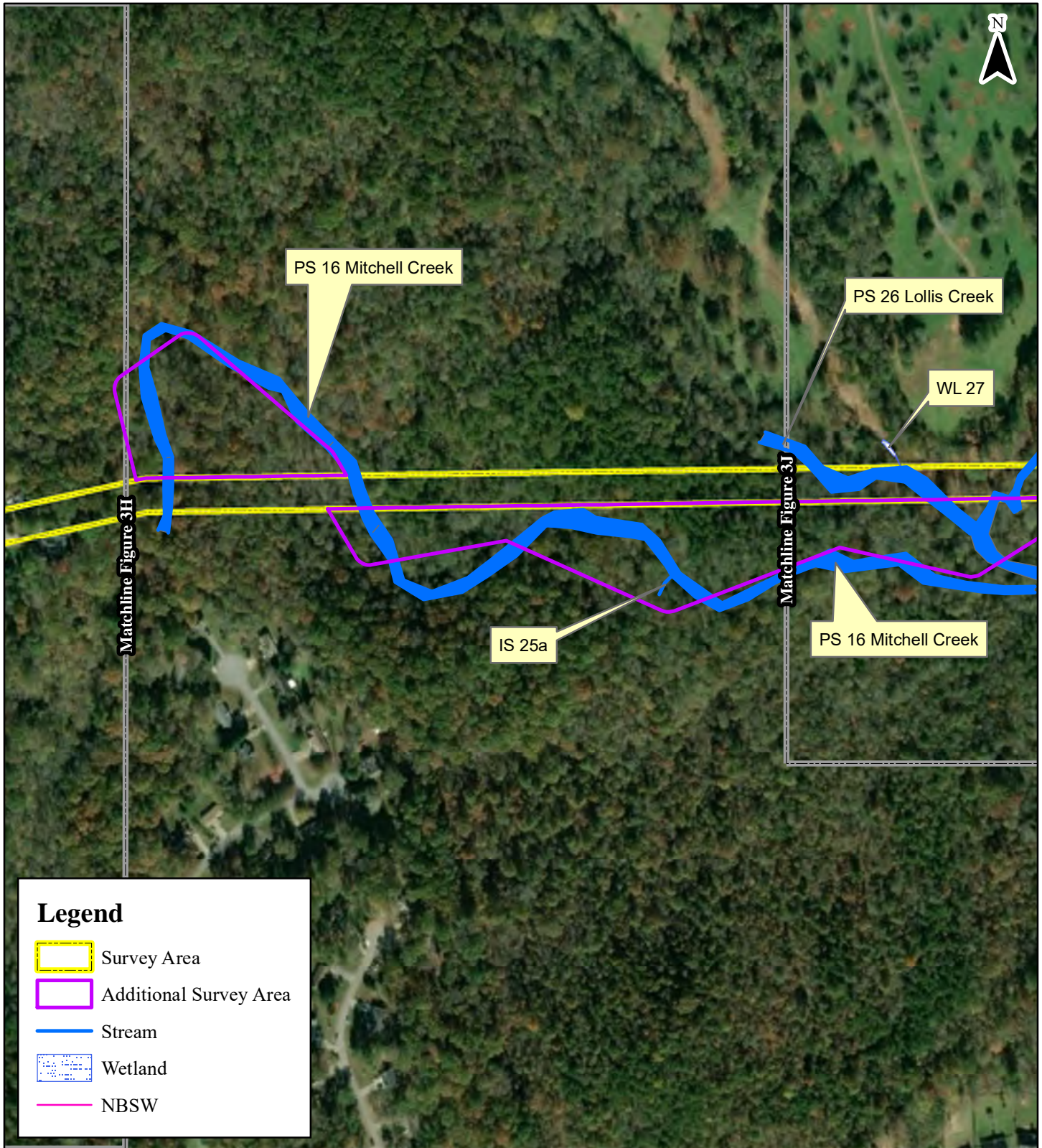
**Figure 3D: State and Federal Waters Map (Aerial)**

Friendship Sewer Line  
Hall County



Source: ESRI Aerial Imagery



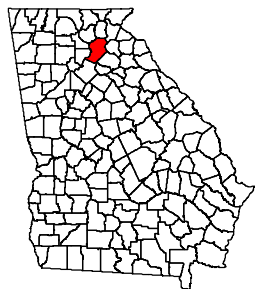
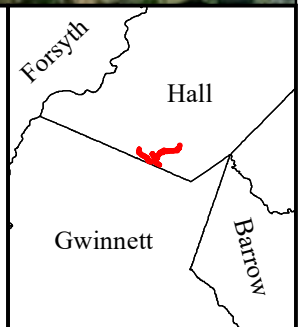


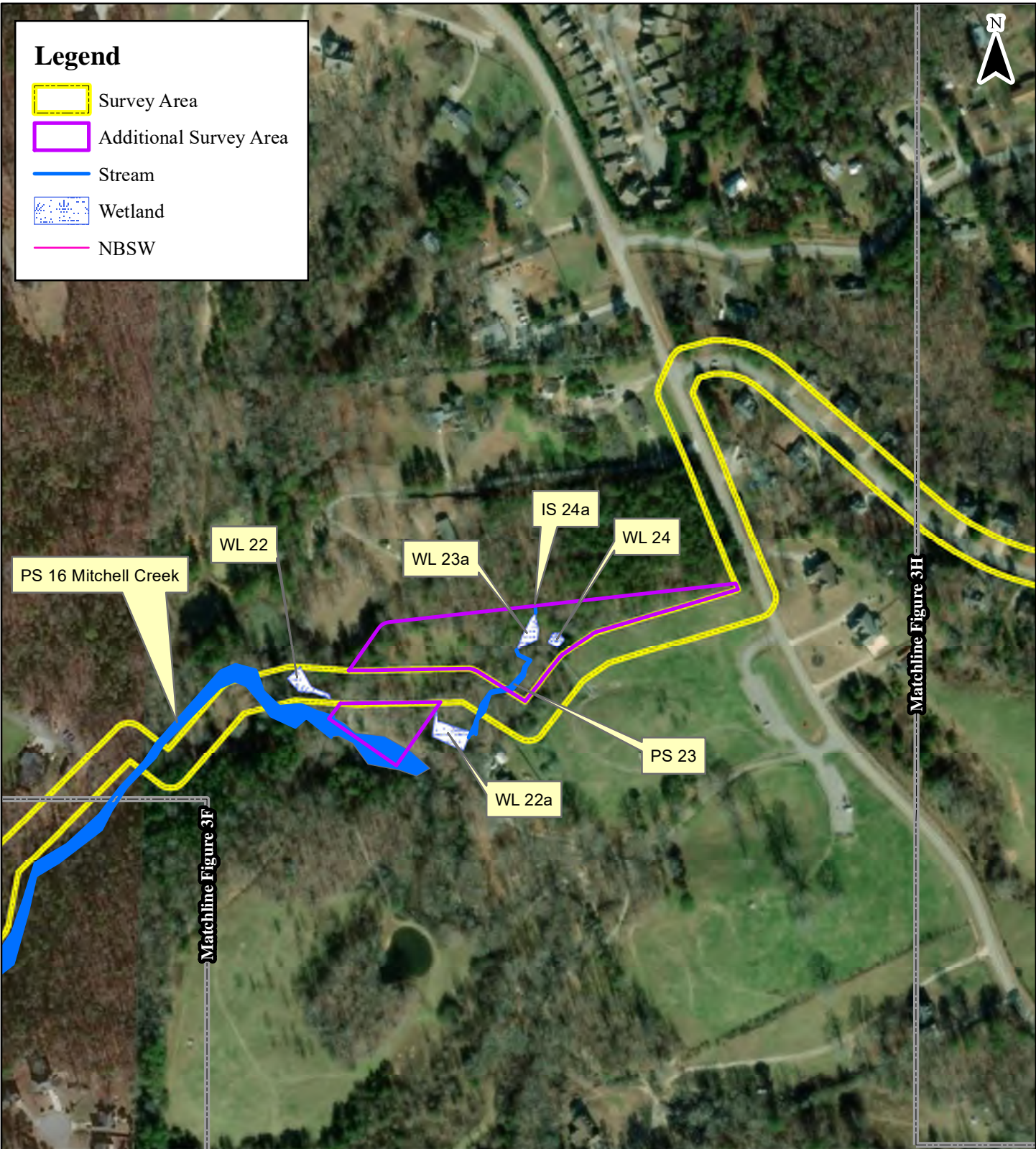
**Figure 3I: State and Federal Waters Map (Aerial)**

Friendship Sewer Line  
Hall County








Source: ESRI Aerial Imagery



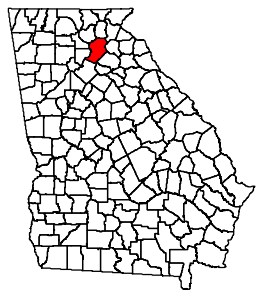


**Legend**

-  Survey Area
-  Additional Survey Area
-  Stream
-  Wetland
-  NBSW

Matchline Figure 3F

Matchline Figure 3H

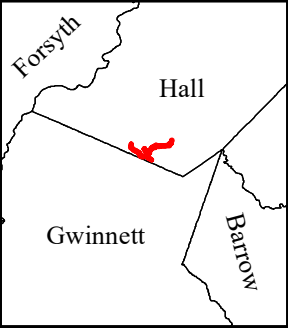


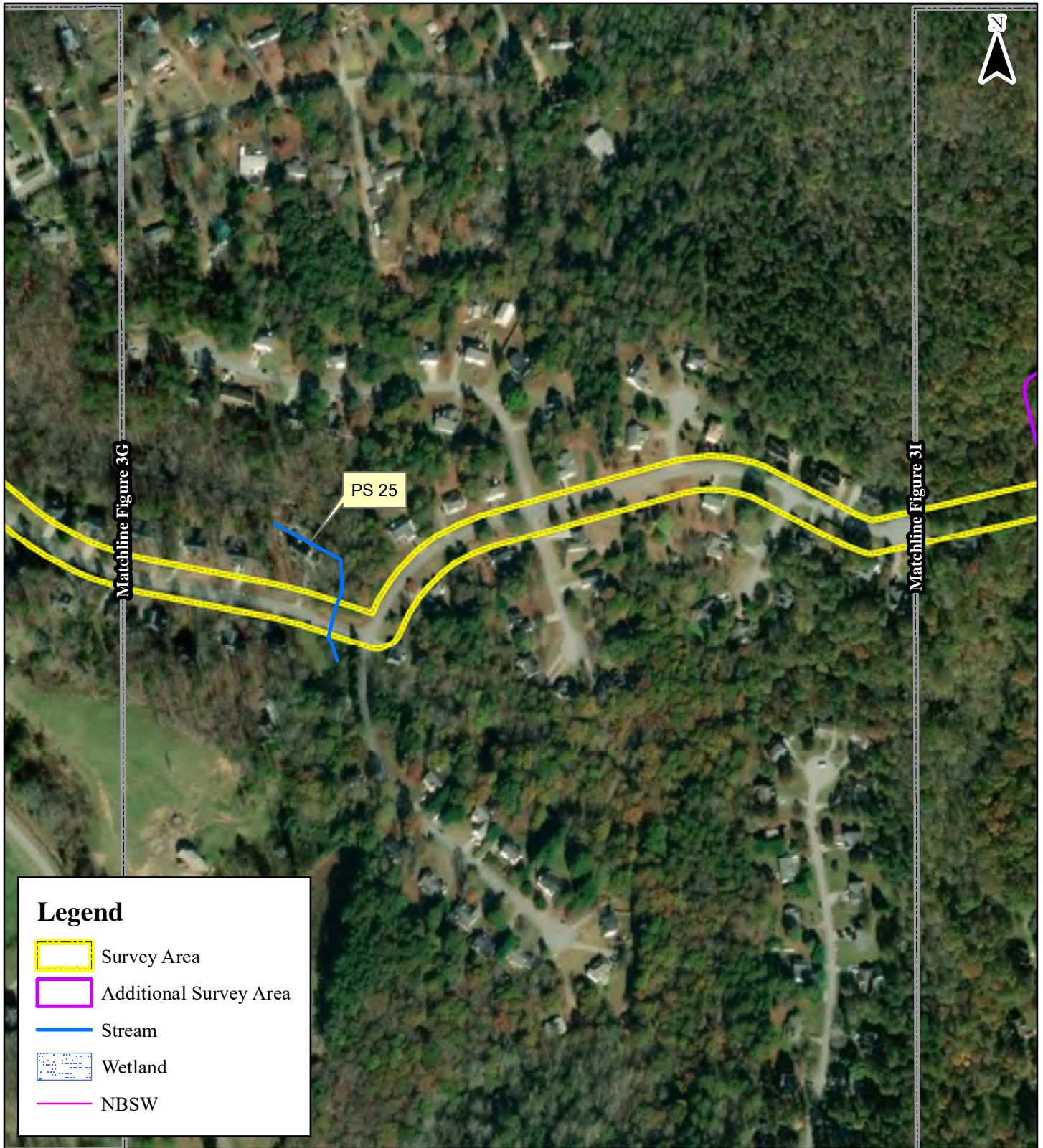
**Figure 3G: State and Federal Waters Map (Aerial)**

Friendship Sewer Line  
Hall County








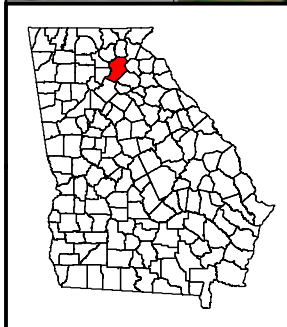
Source: ESRI Aerial Imagery





**Legend**

-  Survey Area
-  Additional Survey Area
-  Stream
-  Wetland
-  NBSW

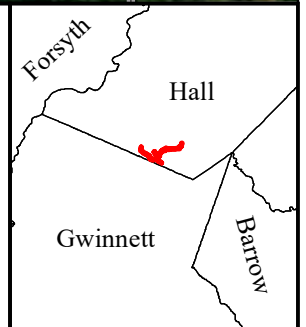


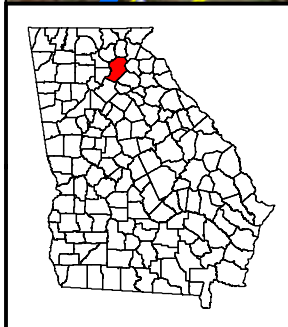
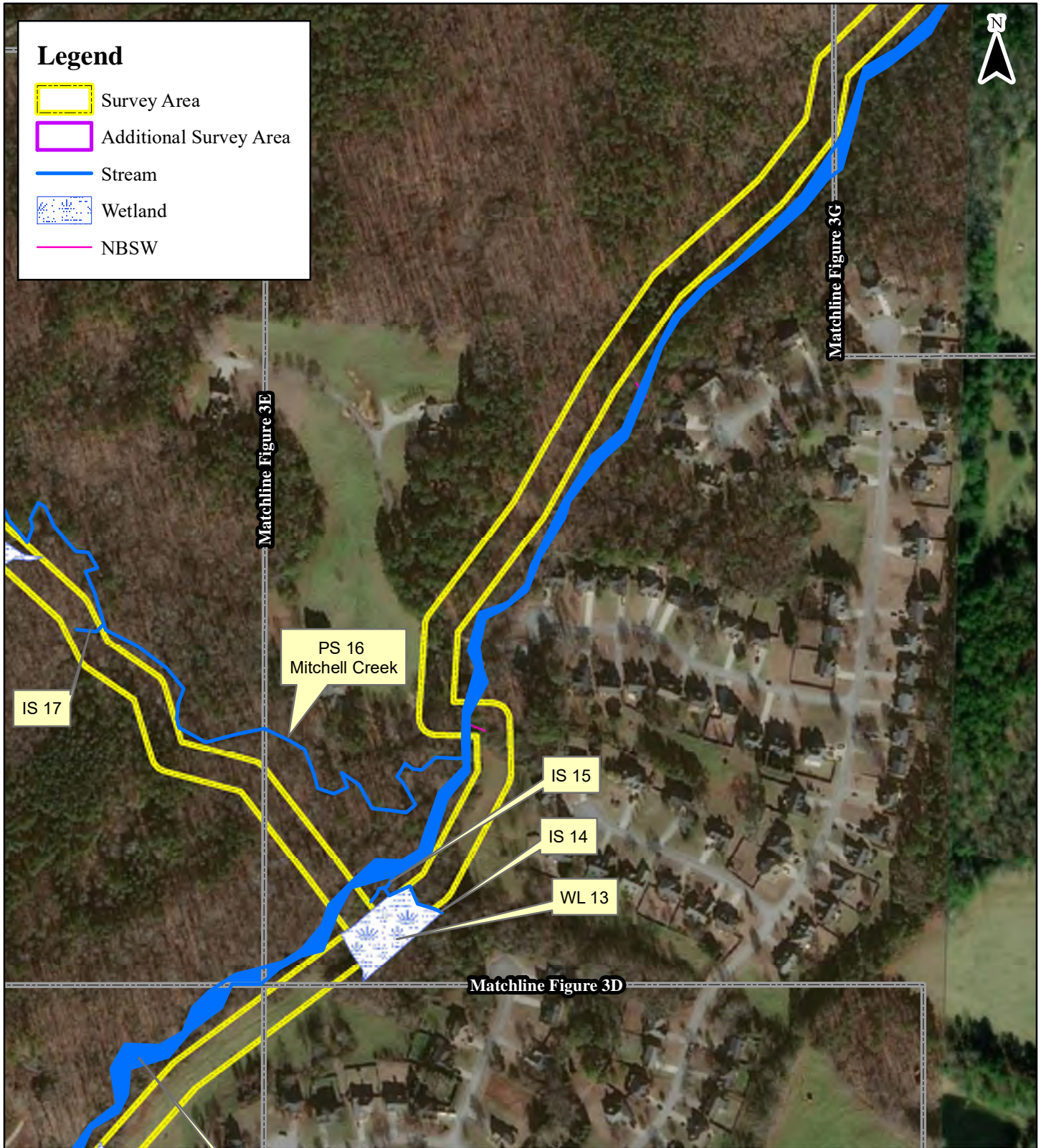
**Figure 3H: State and Federal Waters Map (Aerial)**

Friendship Sewer Line  
Hall County



Source: ESRI Aerial Imagery



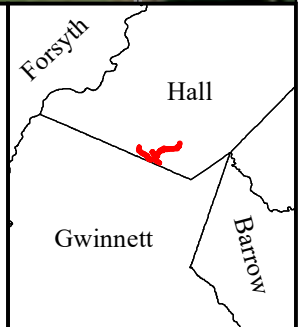


**Figure 3F: State and Federal Waters Map (Aerial)**

Friendship Sewer Line  
Hall County

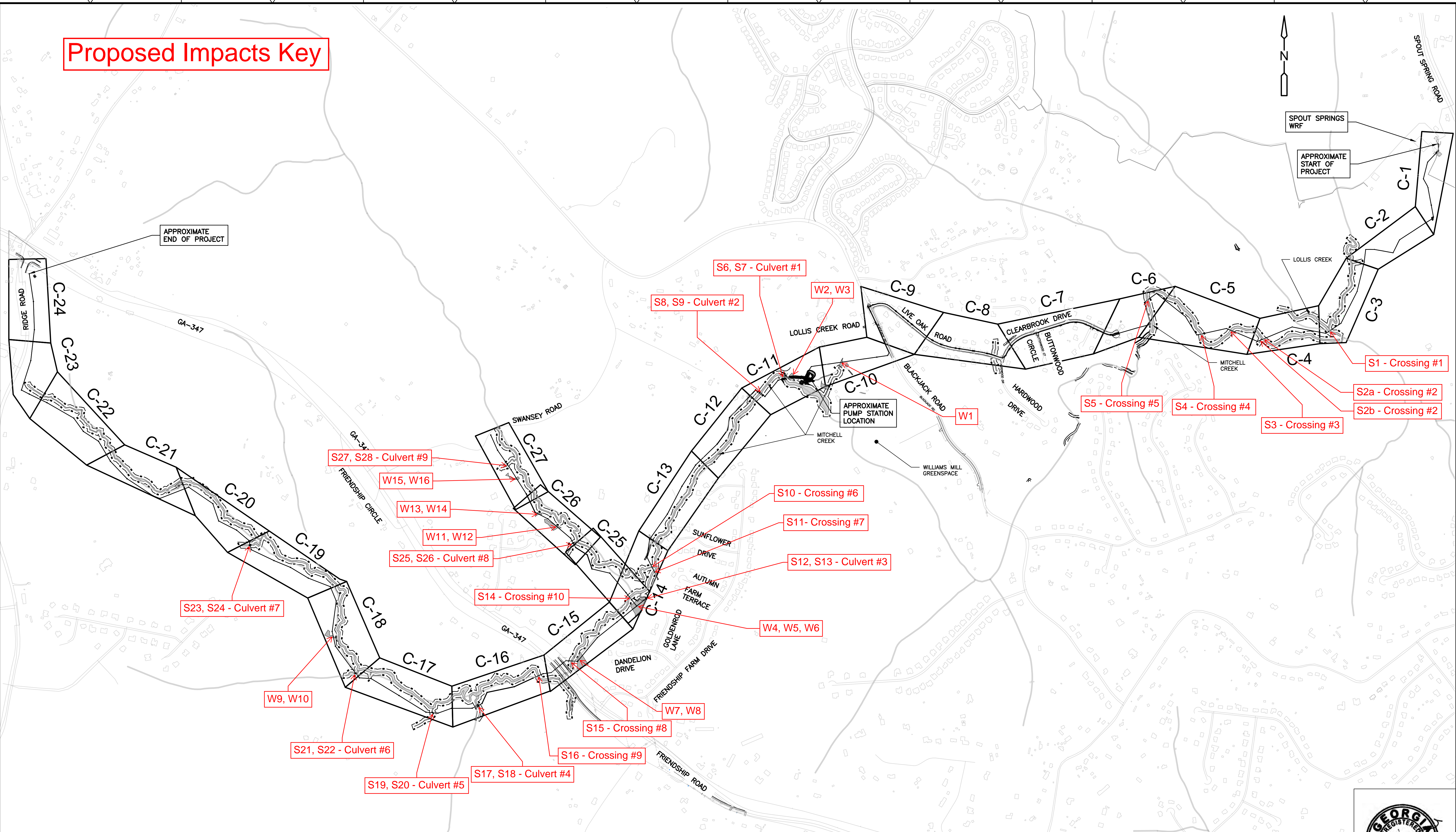


Source: ESRI Aerial Imagery





# Proposed Impacts Key



KEY PLAN  
1" = 520'

XREFS: [CEP00055, CDMS\_2234, CEP00001, CNP00000, CEP00002, CEP00003] Images: []  
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 © 2021 CDM SMITH ALL RIGHTS RESERVED.  
 REUSE OF DOCUMENTS: THESE DOCUMENTS AND DESIGNS PROVIDED BY PROFESSIONAL SERVICE, INCORPORATED HEREIN, ARE THE PROPERTY OF CDM SMITH AND ARE NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF CDM SMITH.

REV. NO.	DATE	DRWN	CHKD	REMARKS

DESIGNED BY: R. KEEFE  
 DRAWN BY: J. CABRERA  
 SHEET CHK'D BY: M. SMITH  
 CROSS CHK'D BY: R. KEEFE  
 APPROVED BY: R. KISLIVE  
 DATE: SEPTEMBER 2021

**CDM Smith**  
 3200 Windy Hill Road, Suite 210 West  
 Atlanta, GA 30339  
 Tel: (404) 720-1400  
 GA COA No. PEF000106 EXPIRATION DATE: 06/30/2022

DEPARTMENT OF PUBLIC WORKS AND UTILITIES  
 HALL COUNTY, GEORGIA  
**FRIENDSHIP ROAD CORRIDOR SEWER EXTENSION**

KEY PLAN  
 PROJECT NO. 6264-114779  
 FILE NAME: G005KMAP.DWG  
 SHEET NO.  
**G-5**



**Big Sandy Creek Mitigation Bank**

**Big Sandy Creek, LLC  
1305 Lakes Parkway, Suite 110  
Lawrenceville, Georgia 30043**

**Purchaser:** Hall County, Public Works and Utilities  
Attn: Mr. Bill Nash  
2875 Browns Bridge Road  
Gainesville, Georgia 30504

**Project:** Friendship Rd Sewer Extension

**USACE Permit No.:** SAS-2021-00990  
**GA EPD BV No.:** N/A

**Project County:** Hall  
**Project HUC:** 03070101 Upper Oconee  
**Service Area (P/S):** Primary

**Mitigation Bank:** Big Sandy Creek

<b>Transaction 1:</b>	
<b>Mitigation Type:</b>	Wetland
<b># Credits:</b>	3.52
<b>Price Per Credit:</b>	\$100,000.00
<b>Transaction 1 Price:</b>	\$352,000.00

<b>Transaction 2:</b>	
<b>Mitigation Type:</b>	Stream
<b># Credits:</b>	2,249.40
<b>Price Per Credit:</b>	\$110.00
<b>Transaction 2 Price:</b>	\$247,434.00

**Total Price:**

<b>\$599,434.00</b>
---------------------

**Sale Terms:**

- 1) Price quote only; not a contract or formal offer of sale
- 2) Price quote valid for 10 days; Credit availability must be confirmed prior to purchase
- 3) Upon purchase credits are non-refundable and non-transferable
- 4) Use of SSA Credits must be approved in writing by the USACE

**Bank Contact:** Greg Smith, Corblu Ecology Group, LLC  
**Office:** 770-682-9731  
**Mobile:** 770-653-5668  
**Email:** [gsmith@corblu.com](mailto:gsmith@corblu.com)

**Authorized By:** Greg Smith, Authorized Agent and Representative for Big Sandy Creek, LLC

**Signature:**



**Date:** 6/28/2022

c: Jason Hales, CDM Smith via email

**INVOICE**

<b>Date</b>	<b>Invoice #</b>
6/28/2022	0061

<b>Bill To</b>
Hall County, Public Works and Utilities Attn: Mr. Bill Nash 2875 Browns Bridge Road Gainesville, Georgia 30504

<b>Payable To</b>
Big Sandy Creek, LLC 1305 Lakes Parkway, Suite 110 Lawrenceville, GA 30043

<b>Project/PO No.:</b>	<b>Terms</b>	<b>Bank</b>
SAS-2021-00990	See Terms on Quotation	Big Sandy Creek

Line Item	Putnam	Quantity	Unit Price	Amount
01	Wetland Mitigation Credits	3.52	\$100,000.00	\$352,000.00
02	Stream Mitigation Credits	2,249.40	\$110.00	\$247,434.00
<b>Total</b>				<b>\$599,434.00</b>

**Notes:** Thank you for your business. If you have any questions or require any additional information please contact Greg Smith at 770-682-9731 or email [gsmith@corblu.com](mailto:gsmith@corblu.com).



# AGENDA ITEM

## Public Works and Utilities

**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 399/2022

**SUBJECT:** Approve the Collection of a \$451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase I. Commission District 1.

### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

### Executive Summary:

**Presenter:** SY  
**Recommendation:** Approve

**Purpose of Request:** Approve the Collection of a \$451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater management Facilities, and Sidewalks in Cambridge Subdivision Phase I. 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:

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
WS	BN	EW	WG
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	

<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
WLI	LJ	JR

---

**Attachments:**

Memorandums

Guaranty Performance/Maintenance Agreement

Final Plat Information



Hall County Government  
PUBLIC WORKS AND UTILITIES  
ENGINEERING DIVISION

MEMORANDUM

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

FRANKLIN P. MILLER, P.E.

County Engineer

TO: Mr. Van Stephens, County Attorney

FROM: Tammie Croy, Civil Engineer III TC

SUBJECT: Collection of Guaranty Performance/Maintenance Agreement for Cambridge Phase 1

DATE: July 21, 2022

---

This office has submitted a request to the County Commission to authorize your office to collect the guaranty performance/maintenance agreement held in behalf of Hall County. Enclosed is a copy of the letters notifying the developer and financial institution of the new bond requirement and existing bond expiration, a copy of the bond, and a copy of the final plat information.

Please advise if any additional information is needed regarding this matter.

cc: Board of Commissioners  
Jock Connell



Hall County Government  
PUBLIC WORKS AND UTILITIES  
ENGINEERING DIVISION

June 9, 2022

POST OFFICE DRAWER 1436

GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

FRANKLIN P. MILLER, P.E.

County Engineer

Lexon Insurance Company  
10002 Shelbyville Road  
Suite 100  
Louisville, KY 40223

RE: Bond # LICX1177708

To whom it may concern;

Our records pertaining to **Cambridge** indicate that sidewalks and topping have not been installed in this development and the bond associated with this development will expire on August 30, 2022. In order for the development to be in compliance with Hall County specifications it will be necessary to install sidewalks. Also install topping, repair all items in need of maintenance or submit a new bond in the amount of \$451,409.00 by July 22, 2022. A separate \$650 check will need to be submitted with your bond.

All bonding mechanisms will need to be a minimum of 24 months.

Thank you for working in Hall County.

Should you have any questions, please do not hesitate to contact me at (770) 531-6800.

Sincerely,

A handwritten signature in black ink, appearing to read "Tammie Croy".

Tammie Croy  
Civil Engineer III

cc: Will Allison  
File

**GENERAL PURPOSE RIDER**

To be attached to and form part of Bond Number LICX1177708 effective 8/30/2019  
issued by the Lexon Insurance Company  
In the amount of 451,409.00 DOLLARS,  
on behalf of BCVP2 Spout Springs, LLC  
as Principal and in favor of Hall County  
as Obligee:

Now, Therefore, it is agreed that:

This rider will change the expiration date as follows:

Current Expiration Date: August 30, 2021

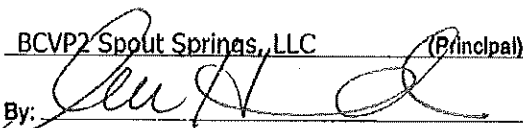
New Expiration Date: August 30, 2022

Cambridge Estates

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 30th day of August, 2021.

Signed, sealed and dated this 30th day of August, 2021.

BCVP2 Spout Springs, LLC (Principal)  
By: 

Lexon Insurance Company (Surety)  
By: Sandra L. Fusinetti  
Sandra L. Fusinetti Attorney-in-Fact

Accepted By:

Hall County





# POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guildry, Jill Komp, Lynnette Long, Amy Bowers, Deborah Nolchtor, Theresa Pickerroll, Shoryon Quinn, Beth Frymlire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15<sup>th</sup> day of June, 2019 and said resolution has not since been revoked, amended or repeated:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15<sup>th</sup> day of June, 2019.

Endurance Assurance Corporation  
By: *Richard Appel*  
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company  
By: *Richard Appel*  
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company  
By: *Richard Appel*  
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company  
By: *Richard Appel*  
Richard Appel; SVP & Senior Counsel



**ACKNOWLEDGEMENT**

On this 15<sup>th</sup> day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*  
Amy Taylor, Notary Public - My Commission Expires 5/9/23



**CERTIFICATE**

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 30<sup>th</sup> day of August, 2021

By: *Daniel S. Lurie*  
Daniel S. Lurie, Secretary

**NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)**

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

STATE OF GEORGIA,  
COUNTY OF HALL

Bond No. LICX1177708

**GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that we, BCVP2 Spout Springs, LLC (owner/principal, hereinafter referred to as "Principal"), and Lexon Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of Four Hundred Fifty-One Thousand Four Hundred Nine and 00/100 \$451,409.00\* (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, BCVP2 Spout Springs, LLC (principal) is owner of the Subdivision known as Cambridge Estates Subdivision, which subdivision is shown on a plat prepared by Ryan Schuldt, NorthPoint Land Surveying, Georgia Registered Surveyor Number 3219, and

WHEREAS, BCVP2 Spout Springs, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Cambridge Estates Subdivision for recording purposes, and

WHEREAS, BCVP2 Spout Springs, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Cambridge Estates Subdivision for public maintenance (not applicable to private developments); BCVP2 Spout Springs, LLC (principal) and Lexon Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, BCVP2 Spout Springs, LLC (principal) agrees that all construction of the street system of Cambridge Estates

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia. BCVP2

Spout Springs, LLC (principal), and

Lexon Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in Cambridge Estates Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County,

Lexon Insurance Company (surety) shall pay the bond amount to Hall County.

**Terms of Guaranty:**

BCVP2 Spout Springs, LLC (principal) and

Lexon Insurance Company (surety) shall be bound by the provisions

of this agreement until a properly authorized letter is received by

Lexon Insurance Company (surety) from Hall County authorizing release of

BCVP2 Spout Springs, LLC (principal) and

Lexon Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is

hereby issued on August 30, 2019 (Date) and expires on August 30, 2021

(Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this 30<sup>th</sup> day of August, 2019.

- BCVP2 Spout Springs, LLC  
PRINCIPAL  
By:   
(Corporate Officer or other authorized representative)
  
- Lexon Insurance Company  
SURETY  
By: Sandra L. Fusinetti  
Sandra L. Fusinetti, Attorney-in-Fact  
Surety's Address:  
10002 Shelbyville Road, Suite 100  
Louisville, KY 40223
  
- Approved:  
Hall County  
By: \_\_\_\_\_  
(Chairman)

\* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

POWER OF ATTORNEY

11078

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guldry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymlire, Leigh McCarthy, Michael Dix, Susan Ritter its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$10,000,000.00, Ten Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY [Signature]  
Brian Beggs  
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 6-9-2023

BY [Signature]  
Amy Taylor  
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 30<sup>th</sup> Day of August 2019.



BY [Signature]  
Andrew Smith  
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Final Plat Information

Consider collection of \$451,409.00 Bond for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 1.

Subject Subdivision is located off of Spout Springs Road.

NAME OF SUBDIVISION: Cambridge  
NAME OF OWNER/DEVELOPER: BCVP2 Spout Springs, LLC  
ADDRESS: 3390 Peachtree Road NE  
Suite 100  
Atlanta, GA 30326

TYPE OF MAINTENANCE BOND: Bond  
DATE OF BOND: August 30, 2019  
AMOUNT OF BOND: \$451,409.00

FINANCIAL INSTITUTION: Lexon Insurance Company  
AND ADDRESS: 10002 Shelbyville Road  
Suite 100  
Louisville, KY 40223

Account No.: LICX1177708

COMM. DIST.	STREET NAME	R/W IN FEET	LENGTH IN FEET	WIDTH IN FEET	TYPE OF SURFACE	STATE REF. NO.
1	Cambridge Drive	50	1764	20	P.M.	----
1	Benjamin Drive	50	855	20	P.M.	----
1	Kate Lane	50	313	20	P.M.	----
1	Manchester Drive	50	672	20	P.M.	----

**NOTES:**

NUMBER OF LOTS: 130  
CURB & GUTTER: 24" Rolled Back  
TOTAL ACRES OF S/D: 53.44 AC



## AGENDA ITEM

### Sheriff's Office

**REPORT TO:** Work Session (08/08/22)

**REPORT TO:** Voting Meeting (08/11/22)

**ITEM NO:** 412/2022

**SUBJECT:** Approve the lease-purchase agreement for radios and services for the Sheriff's Office to Motorola Solutions, Inc. of Chicago, IL in the amount of \$2,250,000.00, and authorize the Chairman to execute all related documents, subject to review and approval by County Attorney.

#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** SJM

**Recommendation:** Approve the Lease-Purchase of Motorola Radios and Services as a Sole-Brand by executing the attached Master Customer Agreement that includes all Addendums and Annexes attached thereto.

**Purpose of Request:** Approve the Lease-Purchase of Motorola Radios and Services as a Sole-Brand for the Sheriff's Office to Motorola Solutions, Inc. of Chicago, IL in the amount of \$ 2,250,000. The Estimated Annual Cost for debt service is \$ 1,145,702.52 beginning in FY 2025.

**History:** This is to replace radios within the Sheriff's Office that are due for replacement to remain in conformity with our Emergency Services infrastructure.

**Facts and Issues:** Ordering additional Motorola Radios of like kind to existing equipment.

**Options:**

<b>Funding Requested</b>	\$ 2,250,000.00
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Capital Projects Fund
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	2022-08-11



**Approvals:**

<b>Submit</b>	<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>
AP	TS	WG	WLI
<b>Administration</b>		<b>Clerk</b>	
LJ		JR	

**Attachments:**

- Financial Supplement
- Equipment Lease-Purchase Agreement
- Quote
- Motorola Master Customer Agreement Document



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

**AGENDA ITEM 412/2022**

**Funds Requested:** \$ 2,250,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Capital Projects Fund

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2025	005 - CAPITAL PROJECTS	543 - SHERIFF-OPERATION CAPITAL	4910 - DEBT SERVICE PRINCIPAL	\$1,125,000.00
2025	005 - CAPITAL PROJECTS	543 - SHERIFF-OPERATION CAPITAL	4921 - DEBT SVC INTEREST	\$20,705.52
2026	005 - CAPITAL PROJECTS	543 - SHERIFF-OPERATION CAPITAL	4910 - DEBT SERVICE PRINCIPAL	\$1,125,000.00
2026	005 - CAPITAL PROJECTS	543 - SHERIFF-OPERATION CAPITAL	4921 - DEBT SVC INTEREST	\$20,705.52

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** SC

**Phone:** 5151



7/29/22

Hall County  
2875 Browns Bridge Road  
Gainesville GA 30504

**RE: Municipal Lease # 25299**

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25299 are valid for contracts that are executed and returned to Motorola on or before August 24, 2022. After **8/24/22**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC  
Attn: Bill Stancik 44<sup>th</sup> Floor  
500 W. Monroe  
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531

Thank You,

Bill Stancik  
MOTOROLA SOLUTIONS CREDIT COMPANY LLC

# LESSEE FACT SHEET

**Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:**

1. Complete **Billing** Address     Hall County  
\_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Phone: \_\_\_\_\_
2. Lessee County Location: \_\_\_\_\_
3. Federal Tax I.D. Number     \_\_\_\_\_
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department:  
\_\_\_\_\_
5. Equipment description that you would like to appear on your invoicing: \_\_\_\_\_

## **Appropriate Contact for Documentation / System Acceptance Follow-up:**

6. Appropriate Contact & Mailing Address     \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_

7. Payment remit to address:     **Motorola Solutions, Inc.**  
   **P.O. Box 71132**  
   **Chicago IL 60694-1132**

Thank you

# EQUIPMENT LEASE-PURCHASE AGREEMENT

**Lease Number: 25299**

**LESSEE:**

Hall County  
2875 Browns Bridge Road  
Gainesville GA 30504

**LESSOR:**

Motorola Solutions, Inc.  
500 W. Monroe  
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

**1. TERM.** The Initial Term of this Lease begins as of the Commencement Date identified by Lessor in the Schedule A attached hereto, relating to such Lease, in accordance with applicable provisions of Georgia law, the Initial Term expires absolutely and without further obligation on the part of Lessee at midnight on the last day of the calendar year in which this Lease was executed, subject to Lessee's option to extend the term of this Lease for up to the number of consecutive one-year renewal terms (each of such terms, a "Renewal Term," and collectively, "Renewal Terms") to pay the Lease Payments due hereunder. Each Renewal Term under this Lease shall also terminate absolutely and without further obligation on the part of Lessee at midnight on the last day of each succeeding calendar year that is a Renewal Term, unless this Lease has been renewed as set forth herein. Lessee's annual option to extend the term of this Lease shall be exercised by the adoption by the governing body of Lessee of a final budget in accordance with applicable law which appropriates, specifically with respect to this Lease, moneys sufficient (after taking into account any moneys legally available for such purpose) to pay the Lease Payments and all additional amounts for which Lessee is or may become responsible under this Lease for the next succeeding Renewal Term as provided herein. The adoption of such final budget, after the holding of a public hearing, if necessary, and compliance with the procedures required by applicable law, shall extend the term of this Lease with respect to which such action is taken for the succeeding Renewal Term without any further action required by any officers or officials of Lessee. Within ten (10) days after the adoption of such final budget, Lessee shall deliver written notice to Lessor stating that Lessee has extended the term of this Lease. The terms and conditions of any Renewal Term of this Lease shall be the same as the terms and conditions during the Initial Term of this Lease, except that the Lease Payments shall be as provided in Schedule B.

**2. RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee currently intends, subject to Section 5, to continue the term of this Lease through the Initial Term and all Renewal Terms and to pay the Lease Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the Initial Term and all Renewal Terms of this Lease can be obtained. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend this Lease for any Renewal Term is within the discretion of the governing body of the Lessee.

**3. DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so

respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

**4. REPRESENTATIONS AND WARRANTIES.** Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

**5. NON-APPROPRIATION OF FUNDS.** Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

**6. LESSEE CERTIFICATION.** Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Initial Term and each Renewal Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

**7. TITLE TO EQUIPMENT; SECURITY INTEREST.** (a) During the term of this Lease, title to the Equipment shall be vested in Lessor, subject to the rights of Lessee under such Lease. Upon the first to occur of (i) the day after the last scheduled Rental Payment under such Lease is paid in full or (ii) the day after the Lessee exercises the prepayment option under the lease and such Lease is paid in full, Lessor shall transfer all of its right, title and interest in and to the Equipment under such Lease to Lessee without representation or warranty (except with respect to Lessor or anyone claiming by, through or under Lessor) "where is, as is" and "with all faults." Lessee, at its expense, will protect and defend Lessor's title to the Equipment identified in each Lease and will keep the Equipment under each Lease free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

(b) Upon the first to occur of (i) the expiration of the Initial Term or any Renewal Term under such Lease during which an Event of Nonappropriation occurs or (ii) an Event of Default under such Lease and a termination of Lessee's rights thereunder as provided therein, Lessor shall be entitled to repossess the Equipment identified in such Lease and otherwise to exercise its remedies as provided therein.

(c) All items of Equipment shall at all times be and remain personal property notwithstanding that any such Equipment may now or hereafter be affixed to realty.

**8. USE; REPAIRS.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

**9. ALTERATIONS.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

**10. LOCATION; INSPECTION.** The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

**11. LIENS AND TAXES.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

**12. RISK OF LOSS: DAMAGE; DESTRUCTION.** Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Initial Term and each Renewal Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

**13. INSURANCE.** Lessee will, at its expense, maintain at all times during the Initial Term and each Renewal Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be

carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

**14. INDEMNIFICATION.** Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

**15. ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Initial Term and each Renewal Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

**16. EVENT OF DEFAULT.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

**17. REMEDIES.** Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv)



exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**18. PURCHASE OPTION.** Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

**19. NOTICES.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

**20. SECTION HEADINGS.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**21. GOVERNING LAW.** This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

**22. DELIVERY OF RELATED DOCUMENTS.** (a) Lessee hereby agrees to complete, execute and deliver to Lessor with respect to this Lease a Certificate of Compliance with Georgia Law (in substantially the form attached hereto).

(b) Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

If Lessee is a county or municipality under the laws of the State of Georgia, (a) the sum of (i) the aggregate principal component of Lease Payments under the Lease plus (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia does not exceed 10% of the assessed value of all taxable property within Lessee; and (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of the Lessee's voters within the four calendar years immediately preceding the date of execution of the Certificate of Acceptance to which this Certificate is attached; or if Lessee is a county, independent or area school system under the laws of the State of Georgia, (a) the total combined annual payments for Lessee's contracts under Georgia Code §20-2-506 and contracts of such school system under Article IX, Section III, Paragraph I of the Constitution of Georgia in any calendar year, excluding guaranteed energy savings contracts, does not exceed an amount equal to 7.5 percent of the total local revenue collected for maintenance and operation of the school system in the most recently completed fiscal year; and (b) the Lease to which this Certificate relates is not being entered into within four calendar years after an election on the proposed issuance of bonded debt for goods, materials, real or personal property, services or supplies which are the same as or substantially similar to the Equipment financed pursuant to such Lease and which proposal was defeated by the Lessee's electors.

**23. ENTIRE AGREEMENT; WAIVER.** This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any

provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**24. EXECUTION IN COUNTERPARTS.** This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_ day of August, 2022.

**LESSEE:**  
Hall County

**LESSOR:**  
**MOTOROLA SOLUTIONS, INC.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Treasurer

Title: \_\_\_\_\_

**CERTIFICATE OF INCUMBENCY**

I, \_\_\_\_\_ do hereby certify that I am the duly elected or

(Printed Name of Secretary/Clerk )

appointed and acting Secretary or Clerk of the Hall County , an entity duly organized and existing under the laws of the **State of Georgia** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25299**, between Hall County and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

**IN WITNESS WHEREOF**, I have executed this certificate this \_\_\_\_ day of August, 2022.

By: \_\_\_\_\_

(Signature of Secretary/Clerk)

**OPINION OF COUNSEL**

With respect to that certain Equipment Lease-Purchase Agreement 25299 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

\_\_\_\_\_  
Attorney for Hall County

**SCHEDULE A  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A                    25299  
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25299** ("Lease"), between Lessor and Hall County, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

<b>QUANTITY</b>	<b>DESCRIPTION (Manufacturer, Model, and Serial Nos.)</b>
	Refer to attached Equipment List.
<b>Equipment Location:</b>	

**INITIAL TERM: 36 MONTHS**

**COMMENCEMENT DATE:    SEPTEMBER 1, 2022**

**First Payment Due Date:    September 1, 2024**

**2 annual payments** as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

**EVIDENCE OF INSURANCE**

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25299** to that Equipment Lease Purchase Agreement number **25299** will be maintained by the Hall County as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

\_\_\_\_\_  
Name of insurance provider

\_\_\_\_\_  
Address of insurance provider

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Phone number of local insurance provider

\_\_\_\_\_  
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25299** , Hall County , hereby certifies that following coverage are or will be in full force and effect:

<b>Type</b>	<b>Amount</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Policy Number</b>
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

**Certificate shall include the following:**

Description: All Equipment listed on Schedule A number 25299 to that Equipment Lease Purchase Agreement number 25299. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25299 and list any deductibles.

**Certificate Holder:**

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee  
1303 E. Algonquin Road  
Schaumburg, IL 60196

**If self insured, contact Motorola representative for template of self insurance letter.**

## STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, [please address the following questions](#) by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **Hall County**?
3. Does the equipment replace existing equipment?  
If so, why is the replacement being made?
4. Is there a specific cost justification for the new equipment?  
If yes, please attach outline of justification.
5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

**EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE  
CERTIFICATE**

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25299

Lease Schedule A No. : 25299

**EQUIPMENT INFORMATION**

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25299. See Schedule A for a detailed Equipment List.

LESSEE: Hall County

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **CERTIFIED LESSEE RESOLUTION**

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 25299) held (Insert Date) August\_\_\_\_\_, 2022 the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between Hall County (Lessee) and Motorola Solutions, Inc. (Lessor).
2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Hall County (Schedule B)						
Compound Period:		Annual				
Nominal Annual Rate:		0.000%	first two years			
Nominal Annual Rate:		3.640%	remaining term			
CASH FLOW DATA						
Event	Date	Amount	Number	Period	End Date	
1 Lease	9/1/2022	\$ 2,250,000.98	1			
2 Lease Payment	9/1/2024	\$ 1,145,109.51	1			
3 Rate Change	9/1/2024	Rate: 3.640 %	Compounding:	Annual		
4 Lease Payment	9/1/2025	\$ 1,145,109.51	1			
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
Date	Lease Payment	Interest	Principal	Balance		
Lease 9/1/2022				\$ 2,250,000.98		
1 9/1/2024	\$ 1,145,109.51	\$ -	\$ 1,145,109.51	\$ 1,104,891.47		
9/1/2024		Rate: 3.64%	Compounding:	Annual		
2 9/1/2025	\$ 1,145,109.51	\$ 40,218.04	\$ 1,104,891.47	\$ -		
Grand Totals		\$ 2,290,219.02	\$ 40,218.04	\$ 2,250,000.98		

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$2,094,729.25 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 3.64%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$2,250,000.98

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.





Billing Address:  
 HALL COUNTY  
 COMMISSIONERS  
 PO BOX 1435  
 GAINESVILLE, GA 30503  
 US

Quote Date:06/03/2022  
 Expiration Date:09/01/2022  
 Quote Created By:  
 Lindsay Strovilas  
 Lindsay.Strovilas@  
 motorolasolutions.com

End Customer:  
 HALL COUNTY COMMISSIONERS

Contract: 36717 - GA NASPO

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ 900						
1	H92UCF9PW6AN	APX 900 7/800 MHZ MODEL 2 PORTABLE	210		\$4,034.00	\$2,692.17	\$565,355.70
1a	QA06765AA	ALT: IMPRESS LI-ION 3000MAH	210				
1b	Q667BB	ADD: ADP ONLY (NON- P25 CAP COMPLIANT) (US ONLY)	210				
1c	G996AZ	ADD: PROGRAMMING OVER P25 (OTAP)	210				
1d	QA04096AA	ENH: P25 TRUNKING	210				
1e	QA09008AA	ADD: GROUP SERVICES	210				
1f	QA00580AF	ADD: TDMA OPERATION	210				
1g	H885BK	ADD: 3Y ESSENTIAL SERVICE	210				
2	PMNN4493A	BATT IMPRES LIION HE DENS IP68 3000T	210		\$141.75	\$93.46	\$19,626.60
3	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	210		\$82.08	\$54.12	\$11,365.20



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
4	PMMN4062AL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	210		\$127.12	\$83.82	\$17,602.20
	APX™ 6000 Series	APX6000					
5	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE	180		\$7,671.00	\$5,099.06	\$917,830.80
5a	H869BZ	ENH: MULTIKEY	180				
5b	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)	180				
5c	Q667BB	ADD: ADP ONLY (NON- P25 CAP COMPLIANT) (US ONLY)	180				
5d	QA05570AA	ALT: LI-ION IMPRES 2 IP68 3400 MAH	180				
5e	Q361AR	ADD: P25 9600 BAUD TRUNKING	180				
5f	Q58AL	ADD: 3Y ESSENTIAL SERVICE	180				
5g	QA00580AC	ADD: TDMA OPERATION	180				
5h	QA09008AA	ADD: GROUP SERVICES	180				
5i	QA09001AB	ADD: WIFI CAPABILITY	180				
5j	QA03399AA	ADD: ENHANCED DATA APX	180				
5k	H38BT	ADD: SMARTZONE OPERATION	180				
5l	QA07682AA	ADD: SMARTCONNECT	180				
5m	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	180				
6	PMNN4486A	BATT IMPRES 2 LIION R IP67 3400T	180		\$179.30	\$118.22	\$21,279.60
7	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	180		\$169.56	\$111.80	\$20,124.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
8	PMMN4099CL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	180		\$142.56	\$94.00	\$16,920.00
	APX™ 8500						
9	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	15		\$11,562.00	\$7,683.32	\$115,249.80
9a	G90AC	ADD: NO MICROPHONE NEEDED APX	15				
9b	GA09008AA	ADD: GROUP SERVICES	15				
9c	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	15				
9d	G996AS	ENH: OVER THE AIR PROVISIONING	15				
9e	G72AD	ADD: APX O3 HANDHELD CH	15				
9f	G67DE	ADD: REMOTE MOUNT O3 MP	15				
9g	GA00580AA	ADD: TDMA OPERATION	15				
9h	G51AT	ENH:SMARTZONE	15				
9i	G78AT	ENH: 3 YEAR ESSENTIAL SVC	15				
9j	GA09001AA	ADD: WI-FI CAPABILITY	15				
9k	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	15				
9l	G89AC	ADD: NO RF ANTENNA NEEDED	15				
9m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	15				
9n	QA03399AA	ADD: ENHANCED DATA APX	15				
9o	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	15				



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
9p	G806BL	ENH: ASTRO DIGITAL CAI OP APX	15				
9q	GA01630AA	ADD: SMARTCONNECT	15				
9r	W969BG	ADD: MULTIKEY OPERATION	15				
9s	G193AK	ADD: ADP ONLY (NON- P25 CAP COMPLIANT) (US ONLY)	15				
9t	G361AH	ENH: P25 TRUNKING SOFTWARE APX	15				
	APX™ 4500 Enhanced						
10	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	115		\$6,428.00	\$4,287.68	\$493,083.20
10a	G24AX	ENH: 3 YEAR ESSENTIAL SVC	115				
10b	GA09008AA	ADD: GROUP SERVICES	115				
10c	G996AS	ENH: OVER THE AIR PROVISIONING	115				
10d	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	115				
10e	GA00580AA	ADD: TDMA OPERATION	115				
10f	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	115				
10g	GA09001AA	ADD: WI-FI CAPABILITY	115				
10h	GA00804AA	ADD: APX O2 CH (GREY)	115				
10i	G89AC	ADD: NO RF ANTENNA NEEDED	115				
10j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	115				
10k	W22BA	ADD: STD PALM MICROPHONE APX	115				
10l	W969BG	ADD: MULTIKEY OPERATION	115				



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10m	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	115				
10n	G67DQ	ADD: REMOTE MOUNT O2 APXM	115				
10o	G142AD	ADD: NO SPEAKER APX	115				
	APX™ NEXT	APX NEXT MULTI					
11	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE*	6		\$10,968.05	\$7,102.66	\$42,615.96
11a	BD00001AA	ADD: CORE BUNDLE	6				
11b	H499KC	ENH: SUBMERSIBLE (DELTA T)	6				
11c	H38DA	ADD: SMARTZONE OPERATION	6				
11d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	6				
11e	QA09028AA	ADD: VIQI VC RADIO OPERATION	6				
11f	Q629BD	ENH: AES ENCRYPTION AND ADP	6				
11g	QA03399AK	ADD: ENHANCED DATA	6				
11h	Q387CB	ADD: MULTICAST VOTING SCAN	6				
11i	QA00580BA	ADD: TDMA OPERATION	6				
11j	QA09001AM	ADD: WIFI CAPABILITY	6				
11k	Q361CD	ADD: P25 9600 BAUD TRUNKING	6				
11l	QA09030AA	ADD: CPS/RM ONLY*	6				
11m	H637AA	ADD: APX NEXT DMS BUNDLE PROMO	6				
11n	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO	6				



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
11o	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO	6				
11p	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE*	6				
12	LSV01P01415A	APX NEXT DMS ADVANCED W ACC DMG-PROMO	6	12 MONTHS	\$179.40	\$179.40	\$1,076.40
13	SSV01P01407B	APX NEXT SMART PROG-PROMO	6	1 YEAR	\$75.00	\$75.00	\$450.00
14	SSV01P01406A	APX NEXT SMART CONNECT - PROMO	6	1 YEAR	\$75.00	\$75.00	\$450.00
15	SSV01P01476A	APX NEXT SMART LOCATE-PROMO	6	1 YEAR	\$75.00	\$75.00	\$450.00
16	SSV01P01902A	APX NEXT SMART MAPPING-PROMO	6	1 YEAR	\$75.00	\$75.00	\$450.00
17	SSV01P01901A	APX NEXT SMART MESSAGING-PROMO	6	1 YEAR	\$75.00	\$75.00	\$450.00
18	SSV01P01685B	CC AWARE STARTER LOCATION & MAPPING FOR APX NEXT (1ST YEAR TRIAL)	6	1 YEAR	\$56.00	\$56.00	\$336.00
19	SSV01S01407A	APX NEXT SMART PROG	6	12 MONTHS	\$75.00	\$75.00	\$450.00
20	SSV01S01406A	APX NEXT SMART CONNECT	6	12 MONTHS	\$75.00	\$75.00	\$450.00
21	SSV01S01476A	APX NEXT SMART LOCATE	6	12 MONTHS	\$75.00	\$75.00	\$450.00
22	SSV01S01907A	APX NEXT SMART MAPPING	6	12 MONTHS	\$75.00	\$75.00	\$450.00
23	NNTN9199A	IMPRES 2 SUC, 3.0A, 120VAC, TYPE A PLUG, NA	6		\$169.56	\$111.80	\$670.80
24	NNTN9216A	BATTERY PACK,IMPRES GEN2, LIION,IP68, 4400T	6		\$225.50	\$148.68	\$892.08
25	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE, NO CHANNEL KNOB	6		\$486.00	\$320.44	\$1,922.64



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Grand Total

**\$2,250,000.98(USD)**

### Pricing Summary

	List Price	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$3,402,832.16	\$2,248,200.98	\$0.00
Year 2 Subscription Fee	\$3,456.00	\$1,800.00	\$0.00
<b>Grand Total System Price</b>	<b>\$3,406,288.16</b>	<b>\$2,250,000.98</b>	<b>\$0.00</b>

### Notes:

- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: \_\_\_\_\_ Dated: \_\_\_\_\_) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





## APX NEXT RADIO SOLUTIONS

### Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

### Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

### SmartConnect

First responders need to know that they are covered and supported with critical intelligence no matter where the mission takes them. The SmartConnect application keeps users connected and maintains critical LMR features through a broadband connection by extending Land Mobile Radio (LMR) networks for voice and data coverage outside normal LMR service areas. By seamlessly switching between P25 LMR and LTE cellular networks, SmartConnect extends reliable PTT communications as radio users roam onto supported broadband networks. Authentication, status, talkgroups, and encryption are all preserved automatically, without interruptions or resets to ensure that end users continue to have access to the critical features they need in emergency situations.

### SmartMessaging

The SmartMessaging application allows APX NEXT users to seamlessly and discreetly share multimedia communications over a Broadband connection, offloading traffic from mission-critical LMR networks while



enhancing public safety capabilities. From the APX NEXT home screen, users can send more detailed multimedia messages, with image, video, or audio file attachments, to enhance situational awareness and improve response success. An enhanced search and history functionality is available for users to easily access previous messages by name, content, and time range, helping them find specific information when needed.

### **SmartLocate**

The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.

### **SmartProgramming**

Leveraging DMS and RadioCentral provisioning capabilities, the SmartProgramming application allows APX NEXT radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

### **SmartMapping**

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT radio's home screen to best support users wherever the mission takes them.



## Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

### 1. Agreement.

**1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

**1.2. Order of Precedence.** Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

### 2. Products and Services.

**2.1. Products.** Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

#### **2.2. Services.**

**2.2.1.** Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

- 2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.
- 2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.
- 2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.
- 2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola’s ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or

other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

- 2.6. Motorola Tools and Equipment.** As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.
- 2.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.
- 2.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 2.9. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order

will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

### 3. Term and Termination.

- 3.1. Term. The term of this MCA (“**Term**”) will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.
- 3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.
- 3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.
- 3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.

### 4. Payment and Invoicing.

- 4.1. Fees. Fees and charges applicable to the Products and Services (the “**Fees**”) will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply

solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

**4.2. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within sixty (60) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

**4.3. Invoicing.** Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within sixty (60) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to two percent (2%) interest charges, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

## **5. Sites; Customer-Provided Equipment; Non-Motorola Content.**

**5.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**5.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

**5.3. Site Issues.** Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will

promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.4. Customer-Provided Equipment.** Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

**5.5. Non-Motorola Content.** In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party



rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

## **6. Representations and Warranties.**

- 6.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 6.2. Motorola Warranties.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.
- 6.3. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.
- 6.4. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 6.5. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND

SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

## 7. Indemnification.

- 7.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 7.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a

manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

## **8. Limitation of Liability.**

- 8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.
- 8.2. DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.
- 8.3. ADDITIONAL EXCLUSIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE

COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

**8.4. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

**8.5. Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (4) years after the date of accrual of the cause of action.

## **9. Confidentiality.**

**9.1. Confidential Information.** “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**9.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential

Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

**9.3. Exceptions.** Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding, or any valid request for records pursuant to the Georgia Open Records Act.

**9.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). To the extent allowed by the Discloser's records retention schedule under Georgia law, within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## **10. Proprietary Rights; Data; Feedback.**

**10.1. Data Definitions.** The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**"

means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**10.2. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

**10.3. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

#### 10.4. Processing Customer Data.

- 10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.
- 10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in the Agreement.
- 10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.
- 10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.
- 10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and

improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

**10.7. Third-Party Data and Motorola Data.** Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

**10.8. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

**10.9. Improvements: Products and Services.** The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on



behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## **11. Force Majeure; Delays Caused by Customer.**

**11.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**11.2. Delays Caused by Customer.** Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**12. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

**12.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Georgia, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**12.2. Negotiation; Mediation.** Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings

under this **Section 12.2 – Negotiation; Mediation** will take place in the State of Georgia, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

**12.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in the State of Georgia. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

### **13. General.**

**13.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

**13.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

**13.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

**13.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof,

will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

- 13.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 13.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 13.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 13.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 13.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 13.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 13.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

**13.12. Entire Agreement.** This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

**Motorola: Motorola Solutions, Inc.**

**Customer: Hall County, Georgia**

By: 

By: \_\_\_\_\_

Name: Scott Hopkins

Name: \_\_\_\_\_

Title: Territory Vice President

Title: \_\_\_\_\_

Date: July 22, 2022

Date: \_\_\_\_\_

**Customer Contact and Payment Milestones Addendum  
(Lease)**

**CUSTOMER CONTACT**

*INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:*

**Name:**

\_\_\_\_\_

**Address**

:

\_\_\_\_\_

**Phone:**

\_\_\_\_\_

**Email:**

\_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name:

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Address

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The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:

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Address

:

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Phone:

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## PAYMENT MILESTONES

**For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement**

If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda.

**For Lifecycle Support Plan and Subscription Based Services:**

Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

**For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.**

**Title Transfer/Risk of Loss**

FREIGHT, TITLE, AND RISK OF LOSS. Notwithstanding any language to the contrary in the MCA and applicable addenda or other Ordering Document, Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title and risk of loss to

the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

## **Equipment Purchase and Software License Addendum**

### **(Lease)**

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

- 1. Addendum.** This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.
- 2. Delivery of Equipment and Licensed Software.**
  - 2.1. Delivery and Risk of Loss.** Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the

Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and unless otherwise stated in the Equipment Lease – Purchase Agreement, title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

- 2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 2.3. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### 3. **Licensed Software License and Restrictions.**

- 3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld

devices may also log into and access the Licensed Software remotely from any location.

- 3.2. Subscription License Model.** If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.
- 3.3. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.
- 3.4. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.
- 3.5. Copies.** Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.



**3.6. Resale of Equipment.** Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

#### **4. Term.**

**4.1. Term.** The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

**4.2. Termination.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

**4.3. Equipment as a Service.** In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. **Payment.** Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. **Representations and Warranties; Liability.**

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER

LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

- 6.3. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.
- 7. Copyright Notices.** The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.
- 8. Survival.** The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

### **Data Processing Addendum [ Non\_EU ]**

This Data Processing Addendum, including its Schedules and Annexes (“DPA”), forms part of the Master Customer Agreement (“MCA” or “Agreement”) to reflect the parties’ agreement with regard to the Processing of Customer Data, which may include Personal Data. In the event of a conflict between this DPA, the MCA or any Schedule, Annex or other addenda to the MCA, this DPA must prevail.

When Customer renews or purchases new Products or Services, the then-current DPA must apply and must not change during the applicable Term. When Motorola provides new features or supplements the Product or Service, Motorola may provide additional terms or make updates to this DPA that must apply to Customer’s use of those new features or supplements.

#### **1. Definitions.**

All capitalized terms not defined herein must have the meaning set forth in the Agreement.

“**Customer Data**” means data including images, text, videos, and audio, that are provided to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users, through the use of the Products and Services. Customer Data does not include Customer

Contact Data, Service Use Data, other than that portion comprised of Personal Information, or Third Party Data.

**“Customer Contact Data”** means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including without limitation marketing, advertising, licensing, and sales purposes.

**“Data Protection Laws”** means all data protection laws and regulations applicable to a Party with respect to the Processing of Personal Data under the Agreement.

**“Data Subjects”** means the identified or identifiable person to whom Personal Data relates.

**“Metadata”** means data that describes other data.

**“Motorola Data”** means data owned by Motorola and made available to Customer in connection with the Products and Services.

**“Personal Data”** or **“Personal Information”** means any information relating to an identified or identifiable natural person transmitted to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users as part of Customer Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**“Process”** or **“Processing”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**“Security Incident”** means an incident leading to the accidental or unlawful destruction, loss, alteration or disclosure of, or access to Customer Data, which may include Personal Data, while processed by Motorola. .

**“Service Use Data”** means data generated about the use of the Products and Services through Customer’s use or Motorola’s support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use.

**“Sub-processor”** means other processors engaged by Motorola to Process Customer Data which may include Personal Data.

**“Third Party Data”** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services.

## **2. Processing of Customer Data**

**2.1. Roles of the Parties.** The Parties agree that with regard to the Processing of Personal Data hereunder, Customer is the Controller and Motorola is the Processor who may

engage Sub-processors pursuant to the requirements of **Section 6** entitled “Sub-processors” below.

**2.2. Motorola’s Processing of Customer Data.** Motorola and Customer agree that Motorola may use and Process Customer Data, including the Personal Information embedded in Service Use Data, only in accordance with Customer’s documented instructions for the following purposes: (i) to perform Services and provide Products under the Agreement; (ii) analyze Customer Data to operate, maintain, manage, and improve Motorola products and services; and (iii) create new products and services. Customer agrees that its Agreement (including this DPA), along with the Product and Service Documentation and Customer’s use and configuration of features in the Products and Services, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer’s Agreement. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a Processor or sub-processor, have been authorized by the relevant controller. Customer Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors. It is Customer’s responsibility to notify Authorized Users of Motorola’s collection and use of Customer Data, and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Customer represents and warrants to Motorola that it has complied with the terms of this provision.

**2.3. Details of Processing.** The subject-matter of Processing of Personal Data by Motorola hereunder, the duration of the Processing, the categories of Data Subjects and types of Personal Data are set forth on **Annex I** to this DPA.

**2.4. Disclosure of Processed Data.** Motorola must not disclose Customer Data to any third party except to Motorola’s suppliers and channel partners as necessary to provide the products and services unless permitted under this Agreement, authorized by Customer or required by law. In the event a government or supervisory authority demands access to Customer Data, to the extent allowable by law, Motorola must provide Customer with notice of receipt of the demand to provide sufficient time for Customer to seek appropriate relief in the relevant jurisdiction. In all circumstances, Motorola retains the right to comply with applicable law.

**2.5. Customer’s Obligations.** Customer is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Customer must not use the Products and Services in a manner that would violate applicable Data Protection Laws. Customer must have sole responsibility for (i) the lawfulness of any transfer of Personal Data to Motorola, (ii) the accuracy, quality, and legality of Personal Data provided to Motorola; (iii) the means by which Customer acquired Personal Data, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from Data Subjects. Customer takes full responsibility to keep the amount of Personal Data provided to Motorola to the minimum necessary for Motorola to perform in accordance with the Agreement. Customer must be solely responsible for its compliance with applicable Data Protection Laws.

**2.6.**

- 3. Service Use Data.** Except to the extent that it is Personal Information, Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, provided that such purposes are compliant with applicable Data Protection Laws. Service Use Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors.
- 4. Third-Party Data and Motorola Data.** Motorola Data and Third Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use the Motorola Data and Third Party Data as permitted by Motorola and the applicable third-party data provider, as described in the Agreement or applicable Addendum. Unless expressly permitted in the Agreement or applicable Addendum, Customer must not, and must ensure its Authorized Users must not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes or disclose the data to third parties; (b) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (c) use such data in violation of applicable laws ; (d) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the Agreement or applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data must immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or the MCA. Further, Motorola or the applicable Third Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or by Motorola's agreement with the applicable Third Party Data provider. Upon termination of Customer's rights to use of any Motorola Data or Third-Party Data, Customer and all Authorized Users must immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola has no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.
- 5. Motorola as a Controller or Joint Controller.** In all instances where Motorola acts as a Controller it must comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement) as each may be updated from time to time. Motorola holds all Customer Contact Data as a Controller and must Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a Joint Controller with Customer, the Parties must enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.
- 6. Sub-processors.**

- 6.1. Use of Sub-processors.** Customer agrees that Motorola may engage Sub-processors who in turn may engage Sub-processors to Process Personal Data in accordance with the DPA. A current list of Sub-processors is set forth at **Annex III**. When engaging Sub-processors, Motorola must enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this DPA.
- 6.2. Changes to Sub-processing.** The Customer hereby consents to Motorola engaging Sub-processors to process Customer Data provided that: (i) Motorola must use its reasonable endeavours to provide at least 10 days' prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at a URL provided to Customer in **Annex III**; (ii) Motorola imposes data protection terms on any Sub-processor it appoints that protect the Customer Data to the same standard provided for by this Addendum; and (iii) Motorola remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s). The Customer may object to Motorola's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Motorola will either appoint or replace the Sub-processor or, if in Motorola's discretion this is not feasible, the Customer may suspend or terminate this Agreement.
- 6.3. Data Subject Requests.** Motorola must, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject, including without limitation requests for access to, correction, amendment, transport or deletion of such Data Subject's Personal Data and, to the extent applicable, Motorola must provide Customer with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from a Data Subject. Customer must respond to and resolve promptly all requests from Data Subjects which Motorola provides to Customer. Customer must be responsible for any reasonable costs arising from Motorola's provision of such assistance under this Section.

## 7. Data Transfers

Motorola agrees that it must not make transfers of Personal Data under this Agreement from one jurisdiction to another unless such transfers are performed in compliance with this Addendum and applicable Data Protection Laws. Motorola agrees to enter into appropriate agreements with its affiliates and Sub-processors, which will permit Motorola to transfer Personal Data to its affiliates and Sub-processors. Motorola agrees to amend as necessary its agreement with Customer to permit transfer of Personal Data from Motorola to Customer. Motorola also agrees to assist the Customer in entering into agreements with its affiliates and Sub-processors if required by applicable Data Protection Laws for necessary transfers.

**8. Security.** Motorola must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects. The appropriate technical and organizational measures implemented by Motorola are set forth in **Annex III**. In assessing the appropriate level of security, Motorola must weigh the risks presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed.

**9. Security Incident Notification.** If Motorola becomes aware of a Security Incident, then Motorola must (i) notify Customer of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Customer of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Personal Data due to the Security Incident if in the control of Motorola. Notification of a Security Incident must not be construed as an acknowledgement or admission by Motorola of any fault or liability in connection with the Security Incident. Motorola must make reasonable efforts to assist Customer in fulfilling Customer's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

## 10. Data Retention and Deletion.

Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola must delete all Customer Data no later than ninety (90) days following termination or expiration of the MCA or the applicable Addendum or Ordering Document unless otherwise required to comply with applicable law.

## 11. Audit Rights

**11.1 Periodic Audit.** Motorola will allow Customer to perform an audit of reasonable scope and duration of Motorola operations relevant to the Products and Services purchased under the Agreement, at Customer's sole expense, for verification of compliance with the technical and organizational measures set forth in **Annex II** if (i) Motorola notifies Customer of a Security Incident that results in actual compromise to the Products and/or Services purchased; or (ii) if Customer reasonably believes Motorola is not in compliance with its security commitments under this DPA, or (iii) if such audit is legally required by the Data Protection Laws. Any audit must be conducted in accordance with the procedures set forth in **Section 11.3** of this DPA and may not be conducted more than one time per year. If any such audit requires access to



confidential information of Motorola's other customers, suppliers or agents, such portion of the audit may only be conducted by Customer's nationally recognized independent third party auditors in accordance with the procedures set forth in **Section 11.3** of this DPA. Unless mandated by GDPR or otherwise mandated by law or court order, no audits are allowed within a data center for security and compliance reasons. Motorola must, in no circumstances, provide Customer with the ability to audit any portion of its software, products, and services which would be reasonably expected to compromise the confidentiality of any third party's information or Personal Data.

**11.2 Satisfaction of Audit Request.** Upon receipt of a written request to audit, and subject to Customer's agreement, Motorola may satisfy such audit request by providing Customer with a confidential copy of a Motorola's applicable most recent third party security review performed by a nationally recognized independent third party auditor, such as a SOC2 Type II report or ISO 27001 certification, in order that Customer may reasonably verify Motorola's compliance with national standards.

**11.3 Audit Process.** Customer must provide at least sixty days (60) days prior written notice to Motorola of a request to conduct the audit described in **Section 11.1**. All audits must be conducted during normal business hours, at applicable locations or remotely, as designated by Motorola. Audit locations, if not remote will generally be those location(s) where Customer Data is accessed, or Processed. The audit must not unreasonably interfere with Motorola's day to day operations. An audit must be conducted at Customer's sole cost and expense and subject to the terms of the confidentiality obligations set forth in the Agreement. Before the commencement of any such audit, Motorola and Customer must mutually agree upon the time, and duration of the audit. Motorola must provide reasonable cooperation with the audit, including providing the appointed auditor a right to review, but not copy, Motorola security information or materials provided such auditor has executed an appropriate non-disclosure agreement. Motorola's policy is to share methodology and executive summary information, not raw data or private information. Customer must, at no charge, provide to Motorola a full copy of all findings of the audit.

## **12. Regulation Specific Terms**

**12.1. HIPAA Business Associate.** If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of the MCA includes execution of the Motorola HIPAA Business Associate Agreement Addendum ("BAA"). Customer may opt out of the BAA by sending the following information to Motorola in a written notice under the terms of the Customer's Agreement.

**12.2. FERPA.** If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Motorola acknowledges that for the purposes of the DPA, Motorola is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Motorola agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that Motorola may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer must be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Motorola to students (or, with respect to a student under 18 years of age and not in attendance at a post-

secondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Motorola's possession as may be required under applicable law

**12.3. CJIS.** Motorola agrees to support the Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy and must comply with the terms of the CJIS Security Addendum for the Term of this Agreement and such CJIS Security Addendum is incorporated herein by reference. Customer hereby consents to allow Motorola "screened" personnel as defined by the CJIS Security Policy to serve as an authorized "escort" within the meaning of CJIS Security Policy for escorting unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Tier 3 support (e.g. troubleshooting or development resources). In the event Customer requires access to Service Use Data for its compliance with the CJIS Security Policy, Motorola must make such access available following Customer's request. Notwithstanding the foregoing, in the event the MCA or applicable Ordering Document terminates, Motorola must carry out deletion of Customer Data in compliance with Section 10 herein and may likewise delete Service Use Data within the time frame specified therein. To the extent Customer objects to deletion of its Customer Data or Service Use Data and seeks retention for a longer period, it must provide written notice to Motorola prior to expiration of the 30 day period for data retention to arrange return of the Customer Data and retention of the Service Use Data for a specified longer period of time.

**12.4. CCPA.** If Motorola is Processing Personal Data within the scope of the California Consumer Protection Act ("CCPA"), Customer acknowledges that Motorola is a "Service Provider" within the meaning of CCPA. Motorola must process Customer Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the CCPA, including under any "sale" exemption. In no event will Motorola sell any such data. If CCPA applies, Personal Data must also include any data identified with the CCPA definition of personal data.

**13. Motorola Contact.** If Customer believes that Motorola is not adhering to its privacy or security obligations hereunder, Customer must contact the Motorola Data Protection Officer at Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at [privacy1@motorolasolutions.com](mailto:privacy1@motorolasolutions.com).

## ANNEX I

### A. LIST OF PARTIES

1. **Data exporter(s):** Customer

**Role (controller/processor):** Controller

2. **Data importer(s):** Motorola Solutions, Inc.

**Role (controller/processor):** Processor

## **B. DESCRIPTION OF TRANSFER**

### ***Categories of data subjects whose personal data is transferred***

Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer. Motorola acknowledges that, depending on Customer's use of the Online Service, Customer may elect to include personal data from any of the following types of data subjects in the Customer Data:

- Employees, contractors, and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

### ***Categories of personal data transferred***

Customer's use of the Products and Services, Customer may elect to include personal data from any of the following categories in the Customer Data:

- Basic personal data (for example place of birth, street name, and house number (address), Agreemental code, city of residence, country of residence, mobile phone

number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;

- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video, and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location, and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);

- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or
- Any other personal data identified under applicable law or regulation.

***Sensitive data transferred*** (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

***The frequency of the transfer*** (e.g. whether the data is transferred on a one-off or continuous basis).

Data may be transferred on a continuous basis during the term of the MCA or other agreement to which this DPA applies.

### ***Nature of the processing***

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

### ***Purpose(s) of the data transfer and further processing***

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

***The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period***

Data retention is governed by Section 10 of this Data Processing Addendum

***For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing***

Transfers to sub-processors will only be for carrying out the performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities. In accordance with the DPA, the data exporter agrees the data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such sub-processors must be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

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## ANNEX II

### TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

#### EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

*Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.*

*[Examples of possible measures:*

#### ***Measures of pseudonymisation and encryption of personal data***

Where technically feasible and when not impacting services provided:

- We minimize the data we collect to information we believe is necessary to communicate, provide, and support products and services and information necessary to comply with legal obligations.
- We encrypt in transit and at rest.
- We pseudonymize and limit administrative accounts that have access to reverse pseudonymisation.

#### ***Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services***

In order to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services, Motorola Solutions Information Protection policy mandates the institutionalization of information protection throughout solution development and operational lifecycles. Motorola Solutions maintains dedicated security teams for its internal information security and its products and services. Its security practices and policies are integral to its business and mandatory for all Motorola Solutions employees and contractors. The Motorola Chief Information Security Officer maintains responsibility and executive oversight for such policies, including formal governance, revision management, personnel education and compliance. Motorola Solutions generally aligns to the NIST Cybersecurity Framework as well as ISO 27001.

Some of the system configuration is under the control of the customer.

#### ***Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident***

Security Incident Procedures Motorola Solutions maintains a global incident response plan to address any physical or technical incident in an expeditious manner. Motorola maintains a

record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. For each security breach that is a Security Incident, notification will be made in accordance with the Security Incident Notification section of this DPA.

Business Continuity and Disaster Preparedness Motorola maintains business continuity and disaster preparedness plans for critical functions and systems within Motorola's control that support the Products and Services purchased under the Agreement in order to avoid services disruptions and minimize recovery risks.

***Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing***

Motorola periodically evaluates its processes and systems to ensure continued compliance with obligations imposed by law, regulation or contract with respect to the confidentiality, integrity, availability, and security of Customer Data, including personal information. Motorola documents the results of these evaluations and any remediation activities taken in response to such evaluations. Motorola periodically has third party assessments performed against applicable industry standards, such as ISO 27001, 27017, 27018 and 27701.

***Measures for user identification and authorisation***

Identification and Authentication. Motorola uses industry standard practices to identify and authenticate users who attempt to access Motorola information systems. Where authentication mechanisms are based on passwords, Motorola requires that the passwords are at least eight characters long and are changed regularly. Motorola uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

Access Policy and Administration. Motorola maintains a record of security privileges of individuals having access to Customer Data, including personal information. Motorola maintains appropriate processes for requesting, approving and administering accounts and access privileges in connection with the Processing of Customer Data. Only authorized personnel may grant, alter or cancel authorized access to data and resources. Where an individual has access to systems containing Customer Data, the individuals are assigned separate, unique identifiers. Motorola deactivates authentication credentials on a periodic basis.

***Measures for the protection of data during transmission***

Data is generally encrypted during transmission within the Motorola managed environments. Encryption in transit is also generally required of any sub-processors. Further, protection of data in transit is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

***Measures for the protection of data during storage***

Data is generally encrypted during storage within the Motorola managed environments. Encryption in storage is also generally required of any sub-processors. Further, protection of data in storage is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.



***Measures for ensuring physical security of locations at which personal data are processed***

Motorola maintains appropriate physical and environment security controls to prevent unauthorized access to Customer Data, including personal information. This includes appropriate physical entry controls to Motorola facilities such as card-controlled entry points, and a staffed reception desk to protect against unauthorized entry. Access to controlled areas within a facility will be limited by job role and subject to authorized approval. Use of an access badge to enter a controlled area will be logged and such logs will be retained in accordance with Motorola policy. Motorola revokes personnel access to Motorola facilities and controlled areas upon separation of employment in accordance with Motorola policies. Motorola policies impose industry standard workstation, device and media controls designed to further protect Customer Data, including personal information.

***Measures for ensuring personnel security***

Access to Customer Data. Motorola maintains processes for authorizing and supervising its employees, and contractors with respect to monitoring access to Customer Data. Motorola requires its employees, contractors and agents who have, or may be expected to have, access to Customer Data to comply with the provisions of the Agreement, including this Annex and any other applicable agreements binding upon Motorola.

Security and Privacy Awareness. Motorola must ensure that its employees and contractors remain aware of industry standard security and privacy practices, and their responsibilities for protecting Customer Data and Personal Data. This must include, but not be limited to, protection against malicious software, password protection, and management, and use of workstations and computer system accounts. Motorola requires periodic Information security training, privacy training, and business ethics training for all employees and contract resources

Sanction Policy. Motorola maintains a sanction policy to address violations of Motorola's internal security requirements as well as those imposed by law, regulation, or contract.

Background Checks. Motorola follows its standard mandatory employment verification requirements for all new hires. In accordance with Motorola internal policy, these requirements must be periodically reviewed and include, but may not be limited to, criminal background checks, proof of identity validation and any additional checks as deemed necessary by Motorola.

***Measures for ensuring events logging***

Motorola maintains policies requiring continuous monitoring and event logging on all production information resources. Application audit trail logs must be captured on all production Motorola information resources. Audit trail logs of production Motorola information resources are regularly reviewed and appropriate remedial actions are taken when necessary.

### ***Measures for ensuring system configuration, including default configuration***

Motorola on-site systems are provided with a default secure configuration that may require Customer input to complete the secure configuration. For example, some default configurations must be changed by the Customer to maintain a secure system (e.g., default usernames and passwords, connecting to active directory, etc.). This completion of the default secure configuration is dependent on the Customer input for transitioning from the default secure configuration to a secure configuration.

### ***Measures for internal IT and IT security governance and management***

The Motorola Solutions Enterprise Information Security organization is structured as follows: Governance/ Risk/ Compliance, Threat Intelligence & Vulnerability Management, Detection, Protection, and Response. Motorola assesses organization's effectiveness annually via external assessors who report and share the assessment findings with Motorola Audit Services who tracks any identified remediations. For more information, please see the Motorola Trust Center at [https://www.motorolasolutions.com/en\\_us/about/trust-center/security.html](https://www.motorolasolutions.com/en_us/about/trust-center/security.html)

### ***Measures for certification/assurance of processes and products***

Motorola performs internal Secure Application Review and Secure Design Review security audits and Production Readiness Review security readiness reviews prior to service release. Where appropriate, privacy assessments are performed for Motorola's products and services. A risk register is created as a result of internal audits with assignments tasked to appropriate personnel. Security audits are performed annually with additional audits as needed. Additional privacy assessments, including updated data maps, occur when material changes are made to the products or services. Further, Motorola Solution has achieved AICPA SOC2 Type 2 reporting and ISO/IEC 27001:2013 certification for many of its development and support operations.

### ***Measures for ensuring data minimisation***

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires data minimisation. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as data minimisation.

### ***Measures for ensuring data quality***

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires ensuring the quality and accuracy of data. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as ensuring data quality.

### ***Measures for ensuring limited data retention***

Motorola Solutions maintains a data retention policy that provides a retention schedule outlining storage periods for personal data. The schedule is based on business needs and provides sufficient information to identify all records and to implement disposal decisions in line with the schedule. The policy is periodically reviewed and updated.

### ***Measures for ensuring accountability***

To ensure compliance with the principle of accountability, Motorola Solutions maintains a Privacy Program which generally aligns its activities to both the Nymity Privacy Management and Accountability Framework and NIST Privacy Framework. The Privacy Program is audited annually by Motorola Solutions Audit Services.

### ***Measures for allowing data portability and ensuring erasure***

When subject to a data subject request to move, copy or transfer their personal data, Motorola Solutions will provide personal data to the Controller in a structured, commonly used and machine readable format. Where possible and if the Controller requests it, Motorola Solutions can directly transmit the personal information to another organization.

***For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter.***

If, in the course of providing products and services under the MCA, Motorola Solutions transfers information containing personal data to third parties, said third parties will be subjected to a security assessment and bound by obligations substantially similar, but at least as stringent, as those included in this DPA.

## **ANNEX III**

### **LIST OF SUB-PROCESSORS**

#### **EXPLANATORY NOTE:**

This Annex must be completed in case of the specific authorisation of sub-processors. The controller has authorised the use of the following sub-processors:

1.

Name: ...

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ...

2.

...

### **Subscription Software Addendum**

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

- 1. Addendum.** This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.
- 2. Delivery of Subscription Software.**
  - 2.1. Delivery.** During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.
  - 2.2. Modifications.** In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.
  - 2.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by

Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

- 2.4. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### 3. **Subscription Software License and Restrictions.**

- 3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.
- 3.2. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription

Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

#### 4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

- 4.3. Termination.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).
- 4.4. Wind Down of Subscription Software.** In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

## **5. Payment.**

- 5.1. Payment.** Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.
- 5.2. License True-Up.** Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

## **6. Liability.**

- 6.1. ADDITIONAL EXCLUSIONS.** IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF

CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 6.2. Voluntary Remedies.** Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.
- 7. Motorola as a Controller or Joint Controller.** In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement), as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.
- 8. Survival.** The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**





## AGENDA ITEM

### Sheriff's Office

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**REPORT TO:** Work Session (08/08/22)  
**REPORT TO:** Voting Meeting (08/11/22)  
**ITEM NO:** 418/2022  
**SUBJECT:** Approve the sole source purchase of new showers and fixtures at the Hall County Jail for the Sheriff's Office to Intelligent Conservation Systems, Inc. of Oviedo, FL, in the amount of \$385,000.00.

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#### Meetings:

**Work Session Date:** 08/08/22

**Voting Meeting Date:** 08/11/22

#### Executive Summary:

**Presenter:** CCI

#### Recommendation:

#### Purpose of Request:

Approve the turnkey project to the sole source vendor, Intelligent Conservation Systems, Inc. This is phase 2 of the project.

#### History:

We presently have outdated showers and fixtures for inmates at the Jail. The new system will allow for better water control and less water usage resulting in water bill savings per vendor. This is Phase 2 of the project.

#### Facts and Issues:

The installation of the new showers and fixtures will allow the officers to have better control of water usage by the inmates and allow for new and better safety features. This system is estimated to have a 40% savings on the water bill for the Jail. This is Phase 2 of the project. This project is projected to cover a 5 year span until completion.

#### Options:

#### Funding Requested

\$ 385,000.00

#### Are funds within current budget?

Yes

#### Source of Funds

American Rescue Plan

#### 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:**

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
DH	SC	SC	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
EW	WG	WLI	LJ
<b>Clerk</b>			
JR			

**Attachments:**

- Financial Supplement
- Sole Source Justification Request
- Cost proposal and scope of work
- BOC letter of approval & sole source letter



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

**AGENDA ITEM 418/2022**

**Funds Requested:** \$ 385,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

American Rescue Plan

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2023	018 - American Rescue Plan Act	830 - American Rescue Plan Act	6003 - IMPROVEMENTS	\$385,000.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** CI

**Phone:**

770-531-6904 ext. 1701



HALL COUNTY  
G E O R G I A

## Sole Source/Brand and Single Source Justification

### Request Submitted By

Name:	Ava Hailey
Job Title:	Accountant
Department:	Sheriff's Office-Detention Center
E-Mail Address:	ahailey@hallcounty.org
Date of Request:	07/29/2022

### Request Details

**Sole Source:** Any contract entered into without a competitive solicitation process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements of the County.

**Sole Brand:** A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

**Single Source:** Any contract entered into without a competitive solicitation process, based on a justification that two or more vendors can supply the commodity, technology, and/or perform the services required by an agency, but one vendor is selected over the others for reasons such as expertise or previous experience with similar contracts.

*For Sole Source or Sole Brand, identify efforts made to locate other possible sources.*

Other sources are not available due to the fact that the I-CON materials is provided solely by Intelligent Conservation Systems, Inc. The services and materials being supplied and maintained must remain a complete, integrated package for timely and effective service, and maintenance. This is a turnkey proposal, in that all materials, to include plumbing, electrical, etc. are only provided by I-CON/Intelligent Conservation Systems, Inc. Therefore, Intelligent Conservation Systems, Inc. is a sole source provision for the Hall County Jail Facility.

Desired Supplier Name: Intelligent Conservation Systems, Inc.

Desired Supplier Email: chris.peterson@ics.green

Desired Supplier Phone Number: (407)335-0117

## Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

This Scope of Work has been defined after site visit at facility on 2/15/2022. This turnkey option includes

all I-CON materials, plumbing general materials and installation, electrical general materials and installation, daily on-site project management, material removal, bond, tax, O&M documentation, measurement and verification services if requested, a standard 1-year ICS installation workmanship

warranty, and a standard 2-year I-CON parts warranty which includes all consumables. The total package turnkey price for this project is \$385,000. We would expect to see a 40% in water use in those fixtures we are retrofitting. The scope of work would be exclusively to Retrofit (123) ea. inmate toilet and lavatory combination fixtures with I-CON flush and lavatory valves. This would allow completion according to the table below. Retrofit (6) ea, dayroom toilets with I-CON ProLast diaphragm retrofit kits. No showers are included in this proposal.

- 
-

### Justifying a Sole Source/Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).

The goal of Intelligent Conservation Systems is to provide a turnkey savings product which is customized to each facility and budget. They are in constant pursuit of addressing every facility's needs to help conserve the County's fiscal, as well as natural resources.

Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Other sources are not available due to the fact that the I-CON materials is provided solely by Intelligent Conservation Systems, Inc. The services and materials being supplied and maintained must remain a complete, integrated package for timely and effective service, and maintenance. This is a turnkey proposal, in that all materials, to include plumbing, electrical, etc. are only provided by I-CON/Intelligent Conservation Systems, Inc.

### Justifying a Single Source

Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required.

Letter from Original Equipment Manufacturer (required):

Attached

#### Purchasing Use Only

Buyer:

Debra Howington

Buyer E-Mail Address:

dhowington@harriscounty.org

Buyer Telephone:

770-535-8263

Contract #:

Contract Name:

If publicly solicited, number of protests:

Outcome:

Choose One

Bid # (if competitively bid):

Purchase Order #:



December 21, 2022

Hall County Jail  
1700 Barber Road  
Gainesville, GA 30507

Dear Captain Casey Ivey,

In this proposal, you will find a value engineered Scope of Work outlining the proposed plumbing controls and stainless-steel upgrades to the Hall County Jail.

**Turnkey Proposal**

This Scope of Work has been defined after site visit at facility on 2/15/2022. This turnkey option includes all I-CON materials, plumbing general materials and installation, electrical general materials and installation, daily onsite project management, material removal, bond, tax, O&M documentation, measurement and verification services if requested, a standard 1-year ICS installation workmanship warranty, and a standard 2-year I-CON parts warranty which includes all consumables. The timeline to project completion within 5-6 weeks of the project start date. Stainless-steel fabrication is currently estimated at 10-12 weeks from time of approved submitted drawings. The total package turnkey price for this project is \$422,408. We would expect to see a 40% in water use in those fixtures we are retrofitting. The scope of work would be exclusively in H1 Pods: H307; H316; H324; H332; H340; H348; Medical Unit. Would include the cell combination fixtures and shower stalls in those pods.

The fixtures of concentration are as follows:

- Retrofit 90 existing inmate toilet and lavatory valves in the combination fixtures with I-CON electronic valves.
- Installation of 12 stainless-steel "One Piece" shower cabinet in the existing shower stall footprint.
  - o 12 showers will retrofitted with I-CON electronic shower valves
- Retrofit 6 dayroom toilets with I-CON ProLAST diaphragm retrofit kit.
- All controllers will be powered off the building's AC power circuits

The goal of Intelligent Conservation Systems is to provide a turnkey savings product which is customized to each facility and budget. We are in constant pursuit of addressing every facility's needs to help conserve the County's fiscal, as well as natural resources.

Sincerely,

Adam Kane *DAN ECOFF*  
Intelligent Conservation Systems, Inc.  
3110 Camp Rd.  
Oviedo FL, 32765  
E-mail: Adam.Kane@ICS.GREEN  
Cell: 407-717-1546





July 14, 2022

Hall County Jail  
1700 Barber Road  
Gainesville, GA 30507

Proposal - Phase 2, I-CON Water Controls

Dear Captain Casey Ivey,

We propose the following labor and material scope of work for a Phase 2 retrofit of the plumbing water controls utilizing I-CON Systems products and related materials.

This turnkey option includes all plumbing related materials, installation, low voltage electrical, daily on-site project management, removal of old material, tax, O&M documentation, measurement and verification services if requested, a standard one-year ICS installation workmanship warranty, and a standard two-year I-CON parts and consumables warranty.

We would expect to see a 40% reduction in water usage for the fixtures being retrofitted.

The total price for this project is \$372,744.

Option - An additional (4) combie cell retrofits can be included for a total lump sum contract amount of \$385,000.

Scope of Work:

- Retrofit (123) ea. inmate toilet and lavatory combination fixtures with I-CON flush and lavatory valves. This would allow completion according to the table below.
- Retrofit (6) ea, dayroom toilets with I-CON ProLast diaphragm retrofit kits.
- No showers are included in this proposal.

Area	Floor	Level(s)	Compl	Cell Toils	Cell Lavs	Dayroom Toils	Showers
East Tower	3	5 & 6	6 of 6 Pods	82	82	6	0
East Tower	1	1 & 2	2 of 6 Pods	28	28	0	0
Booking	1	1	Inmate	13	13	0	0
<b>Totals</b>				<b>123</b>	<b>123</b>	<b>6</b>	<b>0</b>

The goal of Intelligent Conservation Systems is to provide a turnkey savings product which is customized to each facility and budget. We are in constant pursuit of addressing every facility's needs to help conserve the County's fiscal, as well as natural resources.

Sincerely,

Chris Peterson  
Intelligent Conservation Systems, Inc.  
3110 Camp Rd.  
Oviedo FL, 32765  
Email: Chris.Peterson@ICS.GREEN  
Cell: 407-335-0117



Clarifications and Disclaimers:

We encourage our customers to clarify any questions about the scope of work they may have in writing.

1. Acceptance and use of ICS Proposal/Documentation constitutes an agreement to include the Proposal and the following qualifications in any subcontract or purchase order as an attachment to the scope of work.
2. After contract execution, a material lead time of 4-6 weeks is anticipated on standard items. After execution and material order placement, an accurate lead time can be determined based on updated factory stock and supply.
3. Savings calculations do not include utility escalation factors such as future utility cost increases or population fluctuation.
4. Savings calculations do not include material or labor savings associated with reduced fixture maintenance that the facility's aging plumbing components would have cost if not retrofitted.
5. Items not specially identified to be retrofitted or replaced are figured to remain in place.
6. Upstream and downstream infrastructure components are expected to be in functional condition prior to start of construction. These items include, but are not limited to, shutoff valves, water filtration, water treatment, pumps, heaters, pressure regulating valves, mixing valves, angle stops, piping, supports, insulation, fixture jets, or drainage. Repair or replacement by ICS would be at additional cost.
7. The customer will identify isolation valves prior to construction, and valves are expected to be in working order. Defective valves are the customer's responsibility to repair or replace.
8. We exclude costs associated with concealed conditions, which are any unobvious conditions not disclosed visually during the walk-through or in written bid documents.
9. This proposal is based on facility provided information as to suitable electrical availability, stability, and emergency capacity to operate electrical equipment according to NEC.
10. This proposal is based on reasonable access to a quantity of fixtures sufficient to maintain the anticipated schedule. We estimate this as contiguous accessibility to a minimum of 20 fixtures or cells, chases and associated plumbing components per day per crew. For replacement scopes such as showerhead or aerators, access to a minimum of 50 fixtures is anticipated per day per crew. A minimum of two full-time dedicated escorts with necessary keys will be required for our scope, allowing two independent crews to perform the work. No costs for escorts have been included in this proposal. This proposal is also based on secured tool and material storage inside the facility, sufficient for at least one week of work.
11. Angle stop valves shall be reused. We include up to 2% replacement of defective stop valves. Replacement of additional stop valves shall be at additional cost. Generally, all new concealed flush valves will reuse the existing angle stops and vacuum breaker connections. Generally, new exposed flush valves will reuse the existing stops and new vacuum breaker tubing will be installed.
12. Existing anti-flood devices will generally be disconnected because the I-CON equipment does not rely on hydraulic activation or metering.
13. For new fixtures (if applicable), siliconized caulking will be used. For correctional facilities, single part pick resistant security sealant will be used inside cells. Due to hardening cure times of caulking and sealants, users may need to be kept away from newly sealed areas.
14. When new fixtures are installed, waste flanges shall be reused. We include up to 5% flange repair. Additional flange repair, flange replacement, or carrier repair shall be at additional cost.
15. This proposal does not include painting or tile work. Based on experience, the facility is better suited to perform and manage this work (if needed). We strive to specify fixtures with fitment characteristics that reduce the need for finish touch-up.



16. Significant upstream scopes of work, shutdowns and maintenance are recommended to be performed prior to the water fixture retrofit scope, so as to not affect or damage new work which may be affected by upstream contaminants or conditions.
17. Fixture condition and water quality can affect performance and functionality regardless of retrofit equipment selected. ICS is not responsible for pre-existing conditions or drainage obstructions, nor prior assessment of fixture condition or water quality.
18. ICS assumes ownership and responsibility for the removal and disposal of all construction related materials, recycling, and removed facility equipment, other than hazardous materials such as lead or asbestos. The facility is responsible for any hazardous material abatement prior to the installation of this ECM.
19. Warranties are one year from owner acceptance, but no longer than 90 days from substantial construction completion of the water fixture installation scope. Warranty labor is included for all workmanship related claims. Claims for material defects are per each manufacturer and generally do not include labor or shipping to the manufacturer.
20. Excessive work delays caused by the customer in excess of two hours per day, will be charged to the customer at prevailing wage per hour x all hours of delay x the number ICS employees and subcontract employees delayed compensating for unanticipated lost time.
21. All pricing in this proposal is valid for 120 days from the date of this proposal. Not all options may be combined or can stand alone. Pricing breakdowns are for informational purposes only and may not be severable. Contact ICS for final pricing configurations.
22. This project scope includes only the number of fixtures that are detailed in this proposal. If additional fixtures are identified to be added to the scope, a change order will be required.
23. Unless specified otherwise, ICS includes certain attic stock (turnover spares) for valves, controllers, transformers, and standard consumable parts. Extra fixtures are generally not included.
24. When specified in the proposal, payment and performance bonds are included project costs.
25. Permit Fees are not anticipated for this project based on the "retrofit" nature of the scope and permissible in the category of maintenance, and no major modifications to infrastructure are being performed. Municipalities and jurisdictions may, however, impose permit fees after the fact. We have not included permit fees but would seek reimbursement at cost if required.
26. We reserve the ability to utilize all Code approved materials and methods. Should the facility have a preference or prohibition which has a significant cost affect, that premium will result in a change order.
27. Sales tax is included in project costs. ICS will require the county to provide the sales tax exemption certificate with valid dates for the full duration of the construction period, as an attachment included contract if want taxes removed from project cost.



Hall County Government  
FINANCIAL SERVICES

**MEMORANDUM**

To: Board of Commissioners

From: Debra Howington, Buyer

Date: 07/29/2022

Subject: Sole Source Vendor – Intelligent Conservation Systems, Inc.,  
Phase 2

The Sheriff's Office is seeking approval for the turnkey purchase and installation of showers and fixtures / water conservation Phase 2 of the project at the Jail. Phase 1 was approved at the March 24, 2022 voting meeting. This project upgrade is expected to save at least 40% on the water bills at the Jail. With installation of new showers and fixtures, the installation of specific electrical / plumbing components will allow officers to better control use of water by the inmates and increase safety features. The recommended vendor is Intelligent Conservation Systems, Inc. located in Oviedo, FL and is the sole source provider for the equipment. A sole source letter is attached. Phase 2 total purchase price is \$385,000.00. This will be funded from 830-6003-997-829-6003. This project is projected to be a 5 year on-going project to be built out and billed in phases.

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings



I-CON Systems, Inc.  
3100 Camp Road, Oviedo, FL 32765  
Toll-Free - 800.240.3578  
P - 407.365.6241 • F - 407.365.7944  
www.i-con.com

March 9, 2022

Hall County Jail  
1700 Barber Road  
Gainesville, GA 30507  
Attn: Captain Ivey

Dear Captain Casey Ivey,

This letter is to confirm that the "I-CON System" is a sole source product/system (the "Product"), and is manufactured, sold, and distributed exclusively by I-CON Systems, Inc. ("I-CON"). No other division or company makes an equal product and the Product is purchased directly by correctional institutions from I-CON at the address listed above.

All, or portions, of the Products are designed specifically to meet each facility's needs and are customized accordingly. There is no other equal product available for purchase that would provide the same functions or meet the same specifications as the Product. Furthermore, I-CON's Products are protected by intellectual property rights, including, but not limited to, trademarks, patents, and pending patents throughout the United States and internationally

I-CON also includes installation of the Product with direct sale proposals and I-CON partners with Intelligent Conservation Systems (ICS), I-CON's certified installer and wholly owned subsidiary of I-CON Systems Holdings. This partnership ensures the customer a complete, fully functional and certified in compliance, I-CON System, and guarantees the installation meets all proprietary engineering and design criteria for the I-CON product line designed for correctional applications. Intelligent Conservation Systems will be able to ensure the proper installation of stainless steel shower cabinets and expedited fabrication and delivery.

Should you require any additional information, please do not hesitate to contact me at [Shawn.Bush@i-con.com](mailto:Shawn.Bush@i-con.com) or directly at (407) 365-6241 or visit our website at [www.i-con.com](http://www.i-con.com). Thank You for your interest in I-CON Systems, Inc and we look forward to working with you.

Sincerely,

Shawn Bush  
President and CEO  
I-CON Systems, Inc.

