



**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, March 20, 2023 - 03:00 PM**

**Call to Order**

**Administration**

- 1 Approve the award of IFB #041-43 Board of Commissioners Meeting Room Technology Upgrade to Busker Communications, Inc. of Gainesville, GA, in the amount of \$164,516.33.

**Community Services and Parks**

- 2 Approve the Task Order #2023-017 Renovations at Chicopee Woods Agricultural Center under RFP #39-001 Demand Services for On-Call Contractors for Parks & Leisure Services to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$1,184,952.50.

**County Attorney**

- 3 Approve the transfer of the 1255 Vine Street property to the Hospital Authority of Hall County and the City of Gainesville via Quit Claim Deed; approve the assignment and assumption of the existing lease on the 1255 Vine Street property to the Hospital Authority; and authorize the Chairman to execute all documents necessary to effectuate both transactions, subject to the review and approval of the County Attorney.
- 4 Approval and authorization for the Chairman to execute a resolution to amend the Hall County Code of Ordinances relating to the International Fire Code, subject to review and approval by the County Attorney.

**Fire Rescue**

- 5 Approve the award of IFB #048-43 Fire Rescue Training Breathing Air Compressor for Fire Rescue to Ten-8 Fire & Safety, LLC of Bradenton, FL, in the amount of \$50,969.11.

**Management Information Systems (MIS)**

- 6 Approve the renewal of annual contract RFQ/P #41-010 Financial Information System Software for Financial Services to Tyler Technologies, Inc. of Yarmouth, ME, in the amount of \$604,987.00.



## **Planning and Development**

- 7 Approve the award of RFP #043-020 Zero Emission Vehicle Transition-Hall Area Transit for Gainesville-Hall Metropolitan Planning Organization (GHMPO) and Hall Area Transit to Planning Communities, LLC of Raleigh, NC, in the amount of \$50,639.00.
- 8 Public Hearing on the Malt Beverage and Wine Package License for Quik Trip #1710 located at 3522 White Sulphur Road, Gainesville, GA 30501. Managing Agent and Registered Agent is Joshym Holt. Commission District 3.
- 9 **4053 Cleveland Highway | Rezone** | from Agriculture-Residential-III (AR-III) to Suburban-Shopping (SS) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | **Proposed use: grocery store, convenience store with gas & restaurant** | Commission District 3 | **Reginald Crayton, P.E., applicant.** NOTE: Tabled at the January 12, 2023 Voting Meeting until the February 23, 2023 Voting Meeting. NOTE: Tabled at the February 23, 2023 Voting Meeting until the March 23, 2023 Voting Meeting.
- 10 **4053 Cleveland Highway | Use Subject to County Commission Approval** | on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III, pending BOC Approval S-S; Tax Parcel 12025 000036 | **Proposed use: grocery store, convenience store with gas & restaurant** | Commission District 3 | **Reginald Crayton, P.E., applicant.** NOTE: Tabled at the February 23, 2023 Voting Meeting until the March 23, 2023 Voting Meeting.
- 11 **6047, 6051, 6057, & 6069 Lula Road, 4927 & 5051 Cagle Road | Rezone** | from Agricultural- Residential-IV (AR-IV) & Suburban-Shopping (S-S) to Planned Industrial Development (PID) on a 91.51± acre tract located on the west side of Lula Road at its intersection with Cagle Road | Zoned S-S & AR-IV; Tax Parcel 09084 000004 -000006, 000006A, 000017, 000020 | **Proposed use: commercial & industrial mixed uses** | Commission District 3 | **Solidum Holdings, LLC, applicant.** NOTE: Tabled at the February 9, 2023 Voting Meeting until the March 23, 2023 Voting Meeting.
- 12 **8730 Forrester Road | Variance** | to sections 17.240.010 and 16.50.040 of the Hall County regulations to allow subdivision from an existing common drive on a 9.5± acre tract located on the east side of Forrester Road at approximately 297 feet from its intersection with Forrester Road | Zoned AR-IV; Tax Parcel 12128 000009 | **Proposed use: subdivide property** | Commission District 3 | **Hall County Planning, applicant.**
- 13 **4425 & 4465 Peckerwood Road | Rezone** | from Residential-I-Low-Density (R-I-L) & Agricultural-Residential-IV (AR-IV) to Agricultural-Residential-IV (AR-IV) on a 127.81± acre tract located on the east side of Peckerwood Road at approximately 2,414 feet from its intersection with Gillsville Highway | Zoned R-I-L & AR-IV; Tax Parcel 15003 000009 & 000108 | **Proposed use: Single Family Dwelling with Caretaker Residences** | Commission District 3 | **Walter R. Hope/Total Construction, applicants.**



- 14     **Public Hearing: Sections 17.240.130, 17.240.170 | Text Amendment |**  
Proposed amendment to Section 17.240.130, and adding a new section 17.240.170. A copy of the proposed amendment is available from the Hall County Planning office | All Commission Districts | **Hall County Planning, applicant.**
- 15     **Public Hearing: Sections 17.20.1110, 17.20.1120, 17.20.1130, 17.240.040, and Appendix B | Text Amendment |** Proposed amendment to Sections 17.20.1110, 17.20.1120, 17.20.1130, 17.240.040, and deleting Appendix B. A copy of the proposed amendment is available from the Hall County Planning office | All Commission Districts | **Hall County Planning, applicant.**
- 16     Approval and authorization for the Chairman to execute a resolution to amend the Hall County Code of Ordinances, Sections 16.20.090 and 16.50.040, relating to road frontage on arterial or collector streets, subject to review and approval by County Attorney.
- 17     Approval and authorization for the Chairman to execute a resolution to amend the Hall County Code of Ordinances, Chapter 12.20 entitled "County Road System", subject to review and approval by County Attorney.

### **Public Works and Utilities**

- 18     Approve the award of Task Order #2023-012 under RFP #39-001 Demand Services for On-Call Contractors for Construction of a Right-Turn Lane on Jim Hood Road at Mount Vernon Road for Public Works & Utilities to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$283,665.19.
- 19     Approve the ratification of the Congressionally Directed Spending application for Public Works & Utilities for the replacement of various roadway culverts throughout Hall County's transportation network in the amount of \$3,000,000.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents subject to approval by the County Attorney. A 20% cash match is required.
- 20     Approve the release of a \$61,350.00 Guaranty Performance/Maintenance Agreement and acceptance of streets in Reunion Phase 20 Subdivision. Commission District 1.

### **Sheriff's Office**

- 21     Approve the annual contract renewal for nursing services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA, subject to the review and approval by the County Attorney. The estimated annual cost is \$1,091,400.00.
- 22     Approve the award of IFB #047-43 Tree Clearing Services for the Fencing Project at New Range for the Sheriff's Office to Hughes Site Works, LLC of Jasper, GA, in the amount of \$86,450.00.
- 23     Approve the award of IFB #046-43 Security Fencing at New Range for the Sheriff's Office to Hasbun Construction, LLC of Alpharetta, GA, in the amount of \$212,790.83.



- 24 Approve the sole-source purchase of an additional forty (40) Flock Falcon Traffic Safety Cameras for the Sheriff's Office to Flock Group, Inc. of Atlanta, GA, in the amount of \$114,000.00.

**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 maximum**

**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 (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 111/2023

**SUBJECT:** Approve the award of IFB #041-43 Board of Commissioners Meeting Room Technology Upgrade to Busker Communications, Inc. of Gainesville, GA, in the amount of \$164,516.33.

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#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** KC

**Recommendation:** Approve.

#### Purpose of Request:

To approve the award of IFB #041-43, Board of Commissioners Meeting Room Technology Upgrade to Busker Communications, Inc. of Gainesville, GA in the amount of \$164,516.33.

#### History:

The recommendation to award stems from IFB #041-43, Board of Commissioners Meeting Room Technology Upgrade competitive bidding process with Busker Communications being the low-cost bidder for equipment and labor equivalent to the same fit, form, and function as the competitor.

#### Facts and Issues:

This bid includes the in-room mic/speaker system, video recording systems, live streaming systems, and other auxiliary systems. The current technology was installed in 2012 with minimal replacements, and/or upgrades over the past decade. Much of the equipment is no longer available should a component fail and need replacing and additionally repair services are often unavailable for the system. This room is used for the Board of Commissioners, meetings, and also for other public forums. This is a request to overhaul the entire audio/visual technology associated with this room.

#### Options:

<b>Funding Requested</b>	\$ 164,516.33
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	SPLOST VIII



**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?**

2023-03-06

**Approvals:**

Buyer	Approve	Purchasing	Budget
DH	JR	AP	EW
Finance	Attorney	Administration	Clerk
WG	WLI	CR	JR

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**Attachments:**

Financial Supplement

IFB #041-43 Mandatory Pre-Bid Sign In Sheet

IFB #041-43 Received Bids Listing

IFB #041-43 dbIntegrations Bid Response Form

IFB #041-43 Busker Communications, Inc. Quote

IFB #041-43 Bid Tab





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

**AGENDA ITEM 111/2023**

**Funds Requested:** \$ 164,516.33

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VIII

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2023	028 - SPLOST VIII	TBD	5008 - COMPUTERS	\$164,516.33

**Budget Transfer Items:**

**Additional Information/Comments:**

The account and project number for Enterprise ERP (MUNIS) is 324-1510-542400-0000.

**Contact for Questions:** BS

**Phone:** 770-297-2642





**Hall County Board of Commissioners**  
**Purchasing Department**  
**Mandatory Pre-Bid Conference, Friday, January 13, 2023 @ 10 a.m.**  
**IFB #041-43 BOC Meeting Room Technology Upgrade**

**NOTE: If you are representing a business consortium or alternate business group, you must also provide that business interest's name; Ex: 'ABC Corp. for XYZ Group'**  
**Only those vendors listed below will be eligible for bid submission acceptance. All others will be rejected.**

**PLEASE PRINT**

Company Name	Contact Name	Address	Email Address	Phone
27 NETWORKS	Trey Pearson	930 INTERSTATE RANGE DR <small>Suite #</small>	Trey@27networks.com	770.654.9121
dB integrations	Paul Lybich	2196 HILTON DR. 30501	Paul@dbintegrations.tech	678.231.8952
BUSKER COMMUNICATIONS	BRUCE HANNAFORD	2567 ATHENS HWY. 30507 <small>GAINESVILLE</small>	B.HANNAFORD@BUSKERCOM.COM	678.878.5903
Busker Commu. caters	Tyler Watson	2567 Athens Hwy 30507 <small>Gainesville</small>	Twatson@buskercom.com	770-235-7655
Busker Communications	Bobby Busker	2567 Athens Hwy 30507 <small>Gainesville</small>	BBusker@buskercom.com	678-300-0167



## COMPETITIVE BID TABULATION

PAGE 1 OF 1FINANCIAL SERVICES DEPARTMENT  
PURCHASING DIVISIONDATE 1/24/2023BID # 041-43

B/C Meeting Room  
Technology Upgrade  
 BID NAME  
Busker #1 dB Integrations #2  
Communication

SUPPLIER

PHONE

QUOTER

TERMS

DELIVERY

FREIGHT COST

Jules Watson David Clark  
Gainesville, Ga Gainesville  
Ga.

ITEM	QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1								
2		<u>Total</u>	<u>\$164,516.33</u>		<u>\$192,262.19</u>			
3								
4								
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6								
7								
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14								
15								
16								
17								
18								
19								
20								

BUDGETED AMOUNT

GRAND TOTAL

GRAND TOTAL

GRAND TOTAL

TOTAL AWARD

AWARD TOTAL

AWARD TOTAL

AWARD TOTAL

BIDS MAILED \_\_\_\_\_ (H) \_\_\_\_\_

ITEMS  
AWARDEDITEMS  
AWARDEDITEMS  
AWARDED

BIDS RECEIVED \_\_\_\_\_ (H) \_\_\_\_\_

P.O. NUMBER

P.O. NUMBER

P.O. NUMBER

REMARKS



## EXHIBIT A

### MANDATORY BID RESPONSE FORM

This section must be completed and returned with the bid by the Bidder

By submitting a proposal, the respondent certifies that it has fully read and understands the proposal and has full knowledge of the scope, nature, and quality of work to be performed. The services offered and the cost factor must be valid for at least one-hundred twenty (120) days from date of signature.

**Date of Bid Submittal:** 01/24/2023      **IFB Bid No: #** 041-43

**Bid Name:** Board of Commisioners Meeting Room Technology Upgrade

**Affirmation:** Bidder affirms the following by affixing a wet signature in blue ink below:

**"I agree to abide by all terms and conditions of this IFB and certify that I am authorized to sign this bid".**

**Bidder Signature:** David Clark      **Date:** 01/23/2023

**Print Name:** David Clark

**Title:** Operations Manager

**Attested by:** Britney Brewer      **Date:** 1/23/2023

**Print Name:** Britney Brewer

**Phone Number:** 770-534-7620      **Email Address:** Paul@dbintegrations.tech

**Physical Address:** 2196 Hilton Drive, Gainesville, GA 30501

**Physical Address 2:** \_\_\_\_\_

Acknowledge receipt of all issued addenda (if any) by listing their numbers and date of issuance below: **No Addenda at time of Submission**

Bids not signed may be declared as "Non-Responsive" and will not be evaluated.

If you desire to submit a "No Bid" then please indicate by checking one or both of the reasons listed below and explain.

\_\_\_\_\_ Bidder does not offer this service

\_\_\_\_\_ Unable to meet specifications

\_\_\_\_\_ Remove my company name from the bidder's list



**EXHIBIT C  
MANDATORY COST  
PROPOSAL WORKSHEET**

**IFB#041-43**

**Company Name:** dB Acoustics and Sound dba dB Integrations  
**Bidder's Name:** David Clark  
**Bidder's Signature:** *David Clark*  
**Date:** 01/23/2023

**Instructions:** Consider all technology equipment and installation as one (1) turnkey project. You must provide back-up information to support your proposal. **Equipment and Labor are to broken down for proposal. Warranty is mandatory for all equipment.**

	Length of Time	Cost
Equipment	3-6 months from date of Contract	\$135,862.19
Labor	Two weeks	\$61,400 (Includes shipping)
Warranty	One year labor Manufacturers warranty as applicable	First year included, additional years can be purchased at additional cost
To Complete Project	Two weeks from start of installation.	\$192,262.19
<b>Total Cost:</b>		<b>\$192,262.19</b>



COMPANY		JOB LOCATION	
<b>Company:</b>	Hall County Board of Commissioners	<b>Company:</b>	Hall County Board of Commissioners
<b>Address:</b>	PO Drawer 1435 Attn: Accounts Payable Gainesville, GA 30503	<b>Address:</b>	PO Drawer 1435 Attn: Accounts Payable Gainesville, GA 30503
<b>Contact:</b>		<b>Contact:</b>	
<b>Phone:</b>	(770)535-8270	<b>Phone:</b>	(770)535-8270
		<b>Date:</b>	2023-01-19
		<b>Sales Rep:</b>	Tyler Watson
		<b>Phone:</b>	
		<b>Email:</b>	twatson@buskercom.com
		<b>Exp Date:</b>	2-18-23

TITLE
HALL COUNTY BOC ROOM A/V

## SCOPE OF WORK

### Information used to provide quote:

- Information from Pre-Bid Meeting on 1/13/2023

### Audio/Control/Power System:

- BCI will install and configure a turnkey audio system to include:
  - Ceiling speakers (dual zone)
  - Monitor speakers (dual zone)
  - Audio amps
  - Microphone bases w/mute button
  - Wireless mics
  - Operator mic/message player
  - Audio I/O wall plates (front of house)
  - Touchscreen control system (3 TP)
  - Control network/Dante switch
  - Operator AV rack
  - PDU's
  - 2000VA UPS's
  - 32 CH digital audio console

### Video System:

- BCI will install and configure a turnkey audio system to include:
  - 50" ceiling mounted displays (dual zone)
  - Preview monitors
  - HDMI/HDBT transceivers
  - HDMI/HDBT Matrix switch
  - HDMI/HDBT distribution amps
  - Document camera
  - (2) Mac Studio Computer's with Displays
    - (1) for Streaming software
    - (1) for Presentation software
  - Video switcher
  - Streaming Web Presenter
  - (4) Panasonic camera's
  - Camera controller



**Assumptions:**

- No lift will be required
- Existing cable pathways shall be accessible and utilized
- All work to be performed during normal business hours, Monday-Friday 8:00-5:00
- 120VAC Power required for equipment within A/V rooms by others
- Static IP Addresses to be provided by customer for all IP based headend equipment
- Product lead times are changing daily, and will need to be confirmed upon project award.
- Existing millwork/furniture , AV rack, & lighting shall be use

MFG	PART NO	PART DESCRIPTION	QTY
SAMSUNG	QM50B	50" UHD Display	8.00
CHIEF	MCM1U	Display Ceiling Mount w/1 1/2" NPT	8.00
RDL	DD-BN40	Wall-Mounted Bi-Directional Mic/Line Dante Interface	2.00
AUDIX	ATS-10	AUDIX - SHOCK ABSORBENT TABLE STAND	13.00
SHURE	SLXD124/85	WIRELESS MIC COMBO SYSTEM	2.00
SHURE	UA844+SWB	ACTIVE ANTENNA SPLITTER	1.00
	CC58C-50	50' RG58C COAXIAL CABLE BMC MALE/MALE	2.00
SHURE	UA874US	ACTIVE DIRECTIONAL ANTENNA	2.00
SYMETRIX	SYM-80-0106	XIO 4X4, DANTE I/O ENDPOINT, 4 MIC/LINE IN, 4 LINE OUT, 4X4 DANTE, POE, 1/2 RACK WIDTH	1.00
BIAMP	TESIRA EX-UBT	POE AVB/USB EXPANDER WITH BLUETOOTH WIRELESS TECHNOLOGY	1.00
BIAMP	TesiraConnect TC-5D	5-PORT EXPANSION DEVICE	1.00
BIAMP	TesiraForte DAN CI	12X8 AUDIO PROCESSOR/DSP W/DANTE	2.00
BS-CAMBRIDGE	NPX G1040	4-BUTTON CONVENIENCE PAGING STATION WITH GOOSENECK MICROPHONE, TABLETOP OR WALL MOUNT	1.00
FORTINET	FC-10-S12FP-247-02-36	FORTICARE PREMIUM SUPPORT FS-124E-FPOE 24/7/3Y	1.00
FORTINET	FS-124E-FPOE	FORTISWITCH 124E-FPOE - SWITCH - MANAGED - 24 X 10/100/1000 (POE+) + 4 X GIGABIT SFP - RACK	1.00
WOLFVISION	VZ-8NEO.UHD	Document Camera - 4K UHD - 64x Zoom	1.00
AV PRO	AC-MX-88 HBDT	8x8 HDBT Matrix Switch w/HDMI	1.00
AV PRO	AC-DA210-HDBT	2x10 HDMI/HDBT DA	2.00
AV PRO EDGE	AC-EX40-444-PLUS-KIT	40m (4K) 70m (HD) 4K60 4:4:4, HDR HDMI Extender over CAT (IR, RS232, EDID, Scaling, ARC, USB)	9.00
AV PRO	AC-EX70-444-RNE	HDMI RX - 4K/70m	8.00
LAB GRUPPEN	E 5:4	500 WATT AMPLIFIER WITH 4 FLEXIBLE OUTPUT CHANNELS	1.00
SONANCE	PS-C63RT	6" CEILING SPEAKER WHITE	4.00
Lowell	LT2-810-72-BB	2x2 Lay-In Speaker 25/70V 5 Watt	12.00
ANCHOR AUDIO	AN-1000X	Desktop Speaker/Monitor - Powered	2.00
BEHRINGER	X32	32 Ch Digital Mixer	1.00
BEHRINGER	X-DANTE	Dante Card for X32 Console	1.00
SAMSUNG	LS32A700NWNXZA	32" 16:9 4K VA Computer Monitor	4.00
EXTRON	60-1916-01	IPCP Pro 360Q xi Control Processor	1.00
EXTRON	60-1565-02	10" TABLETOP/ TOUCH LINK PRO TOUCH PANEL - BLACK	3.00
MIDDLE ATLANTIC	BRK14	BRK Series Black Laminate Rack	1.00
MIDDLE ATLANTIC	HP	RACKSCREWS, 10-32, TRUSS-HEAD, 100 PC.	1.00



MFG	PART NO	PART DESCRIPTION	QTY
JUICE GOOSE	SCV-20001	2000VA Rack Mount UPS - 2RU	2.00
JUICE GOOSE	JG11-15A	19" Rack Mount PDU - 15A	2.00
LOWELL	RPC-4-CD	RACK MOUNT POWER PANEL - 2RU - 8 SWITCHED OUTLETS	1.00
MOHAWK	M58286	4PR CAT6 PLENUM CABLE-GREEN	2.00
MOHAWK	M58288	4PR CAT6 PLENUM CABLE-ORANGE	1.00
MOHAWK	M58289B	CAT6 PLENUM CABLE - BLACK	1.00
WEST PENN	25224B	18/2 STRANDED PLENUM	1,000.00
WEST PENN	25291B	22/2 SHIELDED (7X30) AUDIO CABLE PLENUM	1,000.00
COMMSCOPE	6-554720-3	MOD PLUG 8X8 FOR FLAT OVAL SOLID & STRANDED CABLE (PK. OF 100)	1.00
NVENT CADDY	MPLS	LOW VOLTAGE MOUNTING PLATE WITH SCREWS, 1 GANG	5.00
NVENT CADDY	MPLS2	LOW VOLTAGE MOUNTING PLATE WITH SCREWS, 2 GANG	5.00
BCI	MISC-EXPENSE	AV Cabling & Connectors	1.00
BCI	CONS	CONSUMABLES	1.00
BCI	MISC-EXPENSE	TRUCK ROLL	1.00
	FREIGHT	FREIGHT	1.00
APPLE	MJMV2xx/a	Mac Studio, M1 Max, 10-Core CPU, 32GB RAM, 512GB SSD,	2.00
	(1) Computer for Streaming Software		
	(1) Computer for Presentation Software		
BCI	MISC-EXPENSE	STREAMING SOFTWARE	1.00
	Renews annually for \$119.00		
BCI	MISC-EXPENSE	PRESENTATION SOFTWARE	1.00
	Renews annually for \$179.00		
BLACK MAGIC	ATEMMINIEXTREME	ATEM MINI EXTREME	1.00
BLACK MAGIC	WEB PRESENTER	WEB PRESENTER 4K	1.00
BLACK MAGIC	PRESENTER SHELF	WEB PRESENTER SHELF	1.00
PANASONIC	AW-UE80WPJ	4K/60P W/SDI & HDMI, FULL NDI; WHITE CAMERA	4.00
PANASONIC	AW-RP150GJ5	ADVANCED JOYSTICK CONTROLLER	1.00
BCI	MISC-EXPENSE	RACK HARDWARE & CABLE SNAKES	1.00
BCI	PROFSERV	Professional Services	1.00

Total:	\$164,516.33
Tax:	\$0.00
Grand Total:	\$164,516.33

Thank you for your business!



IFB #041-43

BOC Meeting Room Technology Upgrade

Busker Communications Gainesville, GA	dbIntegrations Gainesville, GA
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Item #	Description
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1	Turn-key project labor and material	\$164,516.33	\$192,262.19
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<b>Total Cost of Project</b>		\$164,516.33	\$192,262.19
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Bids sent out: 26 (Hall Co.) 10

No bids:

TJ Madden

Electronic Sales Co.





## AGENDA ITEM

### Community Services and Parks

**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 142/2023

**SUBJECT:** Approve the Task Order #2023-017 Renovations at Chicopee Woods Agricultural Center under RFP #39-001 Demand Services for On-Call Contractors for Parks & Leisure Services to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$1,184,952.50.

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** BH

**Recommendation:**

Approve the measure.

**Purpose of Request:**

The work is to be performed by a professional General Contractor for the Hall County Government in support of the following tasks:

- A. Bathroom and walkway torn down and replaced with precast bathroom
- B. Extend arena by 25'.
- C. Run electrical out to the new drop column of the arena.
- D. Lights extended to the end of the new section of arena.
- E. Replace concrete around new bathrooms, fill existing holes that had drink fountains.
- F. Drop siding on the new extension of the arena.
- G. Gutters extended to the end of the new section of arena.
- H. Barn A/B - stall removal, existing dirt relocated - laser grading and repacking.
- I. Stall reset, painted and stall savers installed.

**History:**

The Ag Center is comprised of the barns, activity hall, concession stand and several arenas. Rodeos, livestock and equestrian shows, concerts, dog agility competitions, large company picnics/meetings, animal adoption events are some of the events that the Ag Center hosts each year. The proposed renovations to the Ag Center and its amenities will enhance our ability to serve the community for years to come.

**Facts and Issues:**

**Options:**



Restoration and renovation of amenities at Chicopee Woods Agricultural Center was identified as a critical need in the Park Facilities Master Plan, as facilities are nearing the end of their life cycle. Proposed renovations will allow the Ag Center to attract more events and better meet the expectations of visitors and citizens.

**Funding Requested** \$ 1,184,952.50  
**Are funds within current budget?** Yes  
**Source of Funds** SPLOST VIII/Capital Projects/Impact Fees  
**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** Yes  
**Has it been reviewed by the County Attorney?** Yes  
**Is there a deadline for this item?**

**Approvals:**

Submit	Approve	Purchasing	Budget
BH	BH	AP	EW
Finance	Attorney	Administration	Clerk
WG	WLI	CR	JR

**Attachments:**

Financial Supplement  
Quote from Chattahoochee Group  
Bathroom Renderings  
Scope for Task Order 2023-017  
Mandatory Pre-Bid Sign In Sheet





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

**AGENDA ITEM 142/2023**

**Funds Requested:** \$ 1,184,952.50

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VIII/Capital Projects/Impact Fees

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2023	005 - CAPITAL PROJECTS	517 - PARKS/LEISURE	4488 - REMODEL/RENOVATIONS	\$412,713.00
2023	028 - SPLOST VIII	1845 - SP-VIII VARIOUS PARK IMPROVEMENTS	4488 - REMODEL/RENOVATIONS	\$231,950.00
2023	026 - IMPACT FEE	264 - IMPACT FEE - PARK & L FUND	4488 - REMODEL/RENOVATIONS	\$450,000.00
2024	005 - CAPITAL PROJECTS	517 - PARKS/LEISURE	4488 - REMODEL/RENOVATIONS	\$90,289.50

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BH

**Phone:** 678-997-5823



## Price Proposal

The below signed Contractor agrees to provide all services outlined in this Task Order for the lump sum cost of: \$1,184,952.50 at the Chicopee Ag Center.

**This will be a turnkey project**

**Company Name: Chattahoochee Group, Inc.**

**Signed:** \_\_\_\_\_

**Typed Name: Jacob Gailey**

**Job Title: C.O.O.**

**Date: 01/26/2023**



4. APPROVAL SIGNATURES:

This Task Order is valid upon signature of the Owner (Hall County) and Chattahoochee Group, Inc. which together shall constitute a completed executed Task Order. A copy of a signed Task Order in PDF or facsimile format shall be considered as valid and binding as an original.

AUTHORIZED BY:

AGREED TO:

 1/26/23  
\_\_\_\_\_  
Owner/Authorized Agent      Date

\_\_\_\_\_  
Owner/Authorized Agent      Date

JAMES GATZERT / COO  
\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Print Name / Title



01-26-2023

## Proposal

### Hall County Parks and Leisure

Job Description: Chicopee Ag Center Arena Improvements

Chattahoochee Group, Inc. proposes to provide all material, equipment and labor to perform the following scope:

#### **DEMO**

- 1 – Existing wooden structure - 15,721 SF of concrete demo including wooden structure pad and existing sidewalks*

#### **PEMB HORSE ARENA EXPANSION**

- 1 – 25' 4" Bay addition*
- 2 – 25' Eave height*
- 3 – 2" Insulation*
- 4 – Chicken Wire*
- 5 – Eight 8' x 8' x 2' Piers*
- 6 – Paint frames white*
- 7 - Sheet down to 12' at finished floor*
- 8 - Eight quad wp receptacles on building columns*
- 9 - One new 200-amp wp panel*
- 10 – Intercept existing service and reuse to feed new panel*
- 11 – Install in-ground J box on the existing service feeder*
- 12 – Eight High-Bay LED lights tying to existing circuit*  
*(Allowed \$250.00 each for LED light)*





Chattahoochee  
Group, Inc.

#### **CONCRETE SIDEWALK**

- 1 – Labor and material to pour approx. 22,000 of 4" sidewalks with Welded Wire Mesh at Hall County direction***

#### **HORSE BARN**

- 1 – Remove and reinstall 152 horse stalls***
- 2 – Repaint exterior wood (wood only) of horse stalls***
- 3 – Regrade and compact horse barn area using suitable dirt on site***

**Note – Does not include replacement of any pre-existing damaged hardware or lumber**

#### **NEW BATHROOM BUILDING**

- 1 – New bathroom building to match façade and floor plan of custom Telluride plan supplied by Hall County constructed onsite out of masonry/stick built hybrid on poured-in-place concrete slab***
- 2 – Includes all design, labor, and material from foundation to roof***
- 3 – Permits excluded***

**Note – P&P bond included**

**Total Cost: \$1,184,952.50**





*General Conditions (Inclusions):*

- *Price includes all material to complete proposed items*
- *Price includes all costs associated with necessary equipment need to complete above-described scope*
- *Price includes all taxes and fees for material used*

*General Conditions (Exclusions):*

- *Any costs associated with permitting (if needed)*
- *Anything not specifically included considered excluded*
- *Third party inspections*

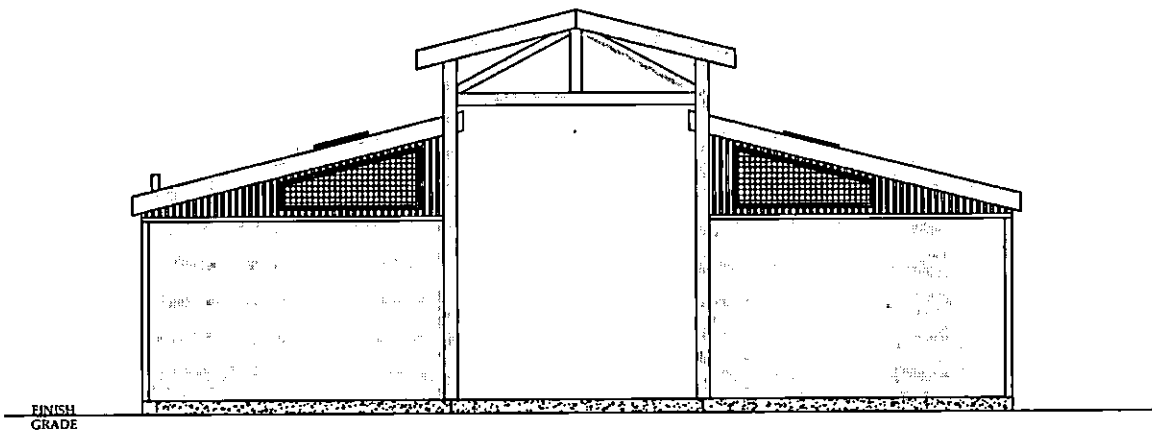
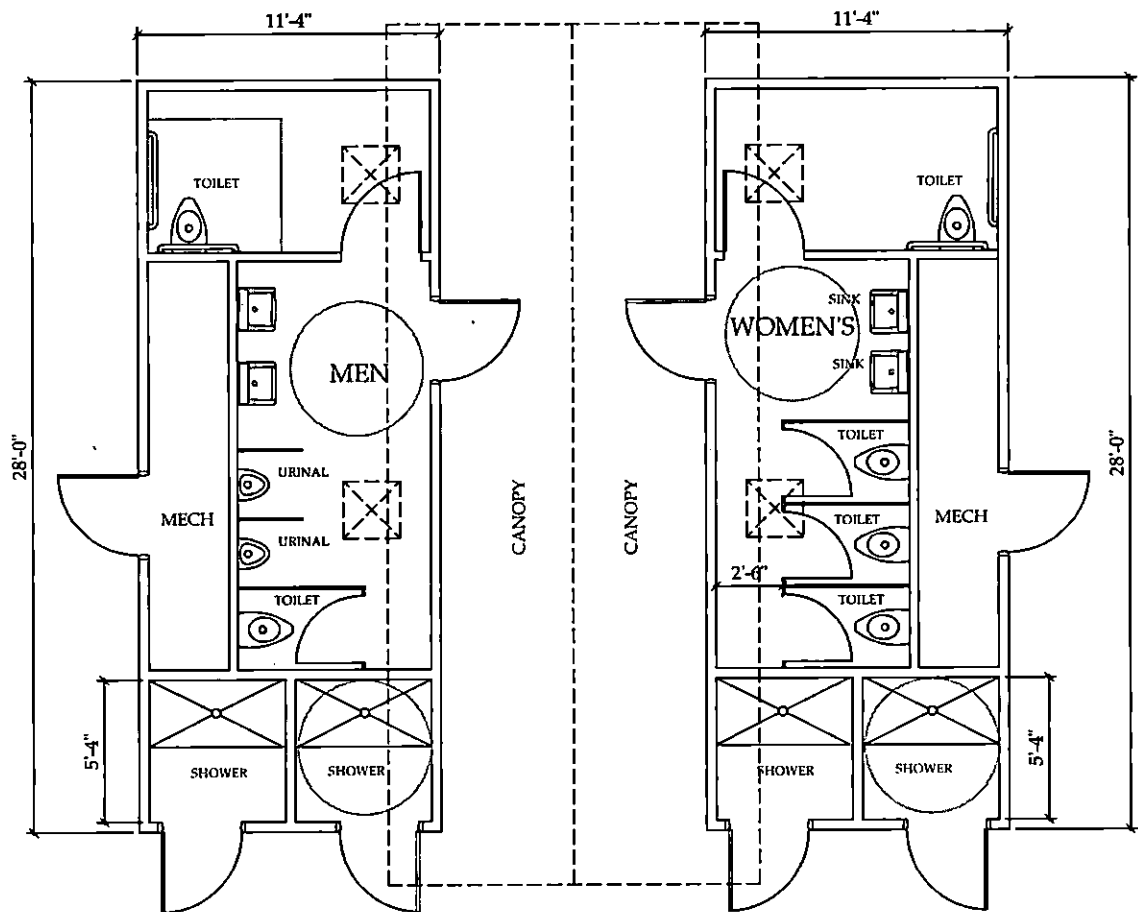
.....CONDITIONS.....

1. The contractor is amply protected with workmen's compensation, public liability and property damage insurance in connection with all work executive by it on the owner's premises and assumes all risks incident to the work done by it provided for in such insurance.
2. The contractor shall not be responsible for damage or delay resulting from acts of God, riots, civil commissions or disorders, delays or defaults by carriers or inherent defects in premises on which work is to be done; strikes, fires, accidents, storms, or other causes beyond its reasonable control.
3. If owner should default in the payment of any installment due under this contract and such default continues for a period of 30 days, contractor shall charge owner's account with a delinquency charge for the installment in default at the rate of 1% per month (12% per year). Also, if such payment so in default is referred to an attorney for collection, owner agrees to pay reasonable attorney's fees upon the collection of the amount due, plus all court costs.
4. This agreement shall become binding only when signed by the contractor's manager or upon the contractor's commencing actual work. Upon such acceptance or commencement, the agreement shall constitute the entire contract and be binding upon the parties hereto.
5. No verbal or other understanding other than indicated hereon shall be binding on the contractor.
6. The individual signing below personally guarantees payment of invoices and any other charges incurred under this account including legal or attorney's fees; attest financial responsibility, ability and willingness to pay our invoices

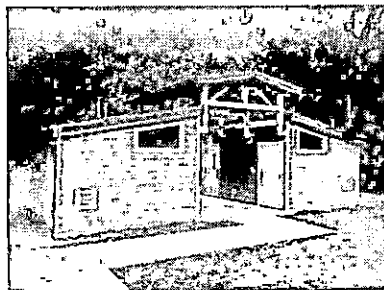
Accepted by: \_\_\_\_\_  
Date: \_\_\_\_\_

Contractor: \_\_\_\_\_  
Date: \_\_\_\_\_





ELEVATION



MASONRY 







# Hall County Government

## FINANCIAL SERVICES

### Chicopee Woods Ag Center – Scope of project for Zone A

**Date Issued: January 11, 2023**

**Task Order #2023-017**

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
**Wesley Geddings**

Hall County Board of Commissioners is requesting a response of interest from the On-Demand/On-Call General Contractors (bid #39-001) related to the evaluation of proposed renovations to the Chicopee Woods Ag Center and existing amenities. Contractors are requested to respond by email with their quotation and their Company's availability to perform this work by no later than 2PM, Tuesday, January 24, 2023.

There will be **mandatory pre-bid conference**, Tuesday, January 17, 2023 at 9:00 AM at the Chicopee Woods Ag Center, located at 1855 Calvary Church Road, Gainesville, GA, 30507 for clarification on the areas to be renovated and to perform measurements.

1. **SCOPE OF WORK:**

General: The Ag Center is comprised of the barns, activity hall, concession stand and several arenas. Rodeos, livestock and equestrian shows, concerts, dog agility competitions, large company picnics/meetings, animal adoption events are some of the events that the Ag Center hosts each year. The proposed renovations to the Ag Center and it's amenities will enhance our ability to serve the community for years to come.

The work is to be performed by a professional General Contractor for the Hall County Government in support of the following task:

- A. Bathroom and walkway torn down and replaced with precast bathroom.
- B. Extend arena by 25'.
- C. Run electrical out to the new drop column of the arena.
- D. Lights extended to the end of the new section of arena.
- E. Replace concrete around new bathrooms, fill existing holes that had drink fountains.
- F. Drop siding on the new extension of the arena.
- G. Gutters extended to the end of the new section of arena.
- H. Barn A/B - stall removal, existing dirt relocated - laser grading and repacking.
- I. Stall reset, painted and stall savers installed.



2. **BIDDER PRICING:** Bidder is to provide pricing for the following options:

- A. Bidder to provide all materials, labor, and is responsible for removal of old materials.
- B. Bidder to relocate existing dirt in barn/stall area, laser grade and repacking of new dirt.
- C. This will be a **turnkey project**.

3. **CONTACTS:**

Questions regarding this Task Order should be directed to Julie Dorough, [jdorough@hallcounty.org](mailto:jdorough@hallcounty.org).



4. APPROVAL SIGNATURES:

This Task Order is valid upon signature of the Owner (Hall County) and \_\_\_\_\_  
which together shall constitute a completed executed Task Order. A copy of a signed Task Order  
in PDF or facsimile format shall be considered as valid and binding as an original.

AUTHORIZED BY:

AGREED TO:

\_\_\_\_\_/\_\_\_\_\_  
Owner/Authorized Agent    Date

\_\_\_\_\_/\_\_\_\_\_  
Owner/Authorized Agent    Date

\_\_\_\_\_  
Print Name / Title

\_\_\_\_\_  
Print Name / Title



Price Proposal

The below signed Contractor agrees to provide all services outlined in this Task Order for the lump sum cost of: \$\_\_\_\_\_ at the Chicopee Ag Center.

This will be a turnkey project

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_





**Hall County, GA**  
**Purchasing Department**

**Mandatory Pre-Bid Conference, Tuesday, January 17, 2023, 9:00am**  
**TO #2023-017, Chicopee Woods Ag Center Renovation**

**NOTE: If you are representing a business consortium or alternate business group, you must also provide that business interest's name; Ex: 'ABC Corp. for XYZ Group'**  
**Only those vendors listed below will be eligible for bid submission acceptance. All others will be rejected.**

PLEASE PRINT

Company Name	Contact Name	Address	Email Address	Phone
Chattahoochee Group	Adam Dardy	220 Carter St Dermont Ga, 30527	adardy@chatgrapeinc.com	770-287-4685
Also attending:				
Julie Dorrough - Purchasing				
Khip Miller - P+L		Aq Center		
Dwight Mobley - P+L		Aq Center		





## AGENDA ITEM

### County Attorney

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**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 123/2023

**SUBJECT:** Approve the transfer of the 1255 Vine Street property to the Hospital Authority of Hall County and the City of Gainesville via Quit Claim Deed; approve the assignment and assumption of the existing lease on the 1255 Vine Street property to the Hospital Authority; and authorize the Chairman to execute all documents necessary to effectuate both transactions, subject to the review and approval of the County Attorney.

---

### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

### Executive Summary:

**Presenter:** WJLICA

**Recommendation:**  
Approval

### Purpose of Request:

To approve the transfer of the 1255 Vine Street property to the Hospital Authority of Hall County and the City of Gainesville via Quit Claim Deed and approve the assignment and assumption of the existing lease on the same property to the Hospital Authority, and authorize the Chairman to execute all documents necessary to effectuate both transactions, subject to the review and approval of the County Attorney.

### History:

On December 20, 2004 the State of Georgia deeded the 4.1 acre property located at 1255 Vine Street, Gainesville, Ga. to the County. On March 6, 2018 the County entered into a long term lease of the property to North Georgia Works, Inc. On November 9, 2022 the County approved a Resolution declaring the property unserviceable pursuant to Hall County Code Section 3.10.180. On the same date, the County approved and executed a Real Estate Transfer Agreement, whereby it agreed to transfer the property to the Hospital Authority via deed, provided that the Hospital Authority agrees to assume all of the County's obligations as landlord under the existing lease with North Georgia Works, Inc.

### Facts and Issues:

### Options:



The County is obligated to transfer the property pursuant to the previously approved Real Estate Transfer Agreement. These are the final steps in the process - to deed the property to the Hospital Authority and to enter into an agreement assigning all of the County's duties as landlord under the existing lease with North Georgia Works, Inc. to the Hospital Authority.

Approve or deny the transfer of the property and the agreement to assign the lease to the Hospital Authority.

**Funding Requested** \$ 0.00  
**Are funds within current budget?** No  
**Source of Funds** N/A  
**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** Yes  
**Has it been reviewed by the County Attorney?** Yes  
**Is there a deadline for this item?** 2023-03-24

**Approvals:**

Submit	Budget	Finance	Attorney
WLI	EW	WG	WLI
Administration		Clerk	
CR		JR	

**Attachments:**

November 9, 2022 Real Estate Transfer Agreement (fully executed)  
November 9, 2022 Resolution Declaring 1255 Vine Street Unserviceable  
Assignment and Assumption of Lease on 1255 Vine Street Property  
Quit Claim Deed - 1255 Vine Street, Gainesville, Georgia  
Resolution Approving Transfer and Assignment and Assumption





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

**AGENDA ITEM 123/2023**

**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:** WJLICA

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



STATE OF GEORGIA

COUNTY OF HALL

**IMPROVED REAL ESTATE TRANSFER AGREEMENT FOR PROPERTY LOCATED**

**AT 1255 VINE STREET, GAINESVILLE, GEORGIA**

This Agreement is made and entered into this 9<sup>th</sup> day of November, 2022 by and between Hall County, Georgia with the address of 2875 Browns Bridge Road, Gainesville, Georgia 30504 (hereinafter the "County"), and the Hospital Authority of Hall County and the City of Gainesville, with the address of 743 Spring Street, Gainesville, Georgia 30501 (hereinafter the "Hospital Authority").

**WHEREAS**, the County currently owns in fee simple certain improved real property known as 1255 Vine Street, Gainesville, Georgia 30501 ("the Property"); and

**WHEREAS**, the County has determined that the Property is unserviceable pursuant to Hall County Code Section 3.10.180; and

**WHEREAS**, the County desires to transfer the Property to the Hospital Authority, and

**WHEREAS**, the County desires that the current lessee of the Property, North Georgia Works, Inc., be allowed to continue to lease the Property for the remaining term of the lease thereon, a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, the County's ordinances specifically permit a transfer of the Property to the Hospital Authority pursuant to Hall County Code Section 3.10.180 (A)(2)(d); and

**WHEREAS**, Georgia law specifically permits a transfer of the Property to the Hospital Authority pursuant to O.C.G.A. Section 36-9-3 (a)(3)(A); and

**WHEREAS**, the Hospital Authority is a public body corporate and politic which owns the facilities and real estate that comprise the Northeast Georgia Medical Center, Gainesville campus, in Gainesville, Georgia; and



**WHEREAS**, the Hospital Authority is charged with providing for the public health needs of the community; and

**WHEREAS**, the Hospital Authority is willing to accept the transfer of the Property; and

**WHEREAS**, the Hospital Authority is willing to continue the current lease of the Property to the current lessee for the remaining term of its lease thereon; and

**WHEREAS**, the parties believe that the transfer of the Property and the transfer of the Property's existing lease from the County to the Hospital Authority would promote the health, safety, and general welfare of the citizens of Hall County, Georgia.

**NOW THEREFORE**, the parties hereto enter into this Improved Real Estate Transfer Agreement for the Property according to the following terms.

#### **AGREEMENT**

##### **1. Hall County's Responsibilities**

For and in consideration of the valuable promises made herein by the Hospital Authority, the County agrees to deed to the Hospital Authority via quitclaim deed all of its rights and interest in the Property and improvements thereon which is described as 1255 Vine Street, Gainesville, Georgia 30501 and which is more particularly described in Exhibit B hereto, within ninety (90) days of the date that this Agreement is fully approved and executed by all parties hereto. The County further agrees to pass all resolutions necessary to effect the transfer of the property to the Hospital Authority.

##### **2. Hospital Authority's Responsibilities**

For and in consideration of the valuable promises made herein by the County, the Hospital Authority agrees to accept the transfer of the Property and improvements thereon and agrees to fully honor and continue the current existing lease on the property to the current lessee for the



remaining term of the existing lease. The Hospital Authority further agrees that following the fee simple transfer of the Property and improvements thereon from the County, the County shall have no further obligation relating to the Property or improvements thereon (including any obligations relating to the existing lease), or relating to the Property's lessee. The quitclaim deed of the Property shall be filed with the Hall County Clerk of Court's real estate records.

### **3. Continuing Responsibilities**

Following the transfer of the property to the Hospital Authority, the Hospital Authority shall thereafter assume all costs, utilities, leases, debts, liabilities, repairs, duties, legal responsibilities, and obligations relating to the Property and improvements thereon (including all obligations relating to the existing lease), and the parties agree that the County shall have no further duty or obligation relating to the Property or improvements thereon. Following the transfer of the Property to the Hospital Authority, the Hospital Authority shall act as landlord for the Property as to the current lessee for the remaining term of the existing lease on the Property, and the County shall no longer have any duties or responsibilities to act as landlord for the Property or improvements thereon. The Hospital Authority further agrees to use the Property solely to further the purposes of the Authority as described in its charter documents, including providing for the health care needs of the surrounding community.

### **4. Severability**

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



portions of this Agreement not so held to be invalid or the application of this Agreement to other circumstances not so held to be invalid.

**5. Venue**

The parties agree that this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Georgia. To the extent that any party brings suit to enforce the terms of this Agreement, including suit in equity, the parties agree and consent to file any such suit in the Superior Court of Hall County, Georgia.

**6. Modification**

This Agreement may not be modified, amended, or added to except in writing fully executed by all the parties hereto. This Agreement constitutes the sole and entire agreement and understanding between the parties as to the subject matter hereof, and no verbal promises have been made by any party in relation hereto.

**7. Third Parties**

This Agreement shall be binding upon and is for the benefit of the parties hereto and their respective successors in interest and assigns only and is not intended to benefit any other third party or to give rise to any duty or causes of action for any other third party.

**8. Immunities**

No provision of this Agreement is intended to nor shall it be construed to in any way waive any immunities, protections, or defenses provided to any party hereto by the laws of the State of Georgia or by federal law.



#### 9. Authorization

The parties hereto specifically represent and certify that they have the power and authority under law to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of each party hereto.

#### 10. Remedies

In the event that any party to this Agreement breaches this Agreement, the non-breaching party or parties shall provide written notice to the breaching party which describes the breach of this Agreement. The party whose breach is alleged shall have 30 days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach. If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by 30 days after receipt of the notice letter, the party or parties authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, and/or specific performance.

#### 11. Notice

Any and all notice required hereunder shall comply with the requirements of this paragraph. Each such notice shall be in writing and shall be sent either by email, personal delivery, or mailed by registered or certified mail, return receipt requested, with postage prepaid to the appropriate party. The addresses of the parties to which notices are to be sent shall be as follows:

COUNTY:

Hall County, Georgia  
2875 Browns Bridge Road  
Gainesville, Georgia 30504  
Attn: County Administrator/County Attorney  
Email: [jconnell@hallcounty.org](mailto:jconnell@hallcounty.org); [vstephens@hallcounty.org](mailto:vstephens@hallcounty.org)



**AUTHORITY:**

The Hospital Authority of Hall County and the City of Gainesville  
743 Spring Street  
Gainesville, Georgia 30501

**12. No Waiver**

The failure of any party or parties hereto to seek a remedy for any alleged breach of this Agreement shall not constitute a waiver of any claim, cause of action, or remedy allowed by Georgia law for breach hereof.

**13. Captions**

Titles or captions of paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

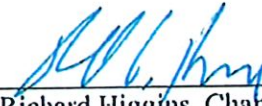
**14. Counterparts**

Multiple counterparts of this Agreement may be executed by parties hereto. Each such counterpart shall have the full force and effect of an original executed instrument. Delivery of an executed signature page of this Agreement by email delivery of a PDF file shall be as effective as delivery of a manually executed original counterpart hereof.

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

**HALL COUNTY, GEORGIA**

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

  
Richard Higgins, Chairman  
Hall County Board of  
Commissioners

**ATTEST:**

 (SEAL)  
Jennifer Rivera, County Clerk



[Signatures continued from preceding page.]

Sworn to and subscribed before me this 4th day of November, 2022.

[Signature]

Notary Public

My commission expires: March 2023



APPROVED AS TO FORM:

[Signature]

Van Stephens, County Attorney

THE HOSPITAL AUTHORITY  
OF HALL COUNTY AND THE  
CITY OF GAINESVILLE

By: Martha Randolph

Title: Chair

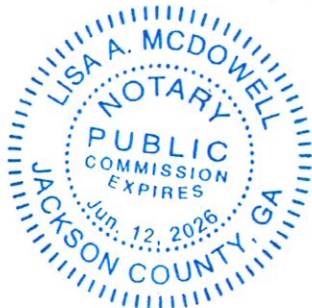
Attest: Vicky Curtis

Sworn to and subscribed before me this 6th day of December, 2022.

Ashli McDowell

Notary Public

My commission expires: 6/12/2026





## Exhibit A



## Exhibit B



## Exhibit A



## COMMERCIAL LEASE

THIS LEASE, made this 6th day of March, 2018 by and between Hall County, Georgia, first party (hereinafter called "Landlord") and North Georgia Works, Inc., second party (hereinafter called "Tenant");

### WITNESSETH:

#### PREMISES

1. The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents leases and rents, unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

See attached Exhibit "A"

and being known as 1255 Vine Street, Gainesville, GA 30601. No easement for light or air is included in the Premises.

#### TERM

2. The Tenant shall have and hold the Premises for a term of One (1) Year, beginning on the 7th day of March, 2018 and ending on the 6th day of March, 2019, at midnight, unless sooner terminated as hereinafter provided.

#### RENTAL

3. Tenant agrees to pay to Landlord, by payments to Hall County, Landlord, who negotiated this Lease, at the office of Landlord, an annual rental in the amount of \$1.00 which shall be paid promptly on the first day of each year in advance during the term of this Lease.

Rent shall be paid in advance on the first day of each year and shall not be considered past due by Landlord if received prior to the Tenth (10th) day of the year in which it becomes due. Any rent or outstanding balance received after the Tenth (10<sup>th</sup>) day of each year will be subject to a Fifteen Percent (15%) late fee.

#### SECURITY DEPOSIT

4. No security deposit shall be required.

#### UTILITY BILLS

5. Tenant shall pay the total monthly utility bills, including, but not limited to gas, electricity, fuel, light, and heat bills for the Premises.

#### USE OF PREMISES

6. Premises shall be used for Transitional Housing for Workforce Development purposes and no other. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to violate the insurance or increase the rate of insurance on premises.

#### ABANDONMENT OF THE PREMISES

7. Tenant agrees not to abandon or vacate the Premises during the period of this Lease and agrees to use the Premises for the purposes herein until the expiration hereof.

#### REPAIRS BY LANDLORD

8. Landlord shall not be responsible for any repairs to the Premises. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligations to inspect said Premises.

#### REPAIRS BY TENANT

9. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain the Premises in good order and repair. Tenant agrees to keep in good repair the roof,



including gutters and downspouts foundations and exterior walls of the Premises, and underground utility and sewer pipes outside the exterior walls of the building. Heating and air conditioning equipment (including, but not limited to replacement of parts, compressors, air handling units and heating units), and other improvements located thereon shall be the responsibility of Tenant. Tenant further agrees to care for the grounds around the building, including the parking lot and drive, the mowing of grass, paving, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

#### DESTRUCTION OF OR DAMAGE TO PREMISES

10. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence. If damage cannot be repaired within sixty (60) days, Tenant shall have the option of terminating this Lease.

#### INDEMNITY

11. Tenant agrees to and hereby does, indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of Premises, and all expenses incurred by Landlord because thereof, including attorneys fees and court costs except those arising out of Landlord's (or its agents, employees, or contractors) gross negligence or willful misconduct.

Tenant shall, at all times during the Lease term and at its own expense, keep in full force and effect comprehensive general liability insurance with "personal injury" coverage, with minimum limits of \$1,000,000.00 on account of bodily injuries to, or death of, one or more than one person as the result of any one accident or occurrence and \$500,000.00 on account of damage to property. Such policy shall name the Landlord as additional insured. Landlord shall not be obligated to insure any personal property of Tenant upon or within the Leased Premises, any fixtures installed or paid for by Tenant upon or within the Leased Premises, or any improvements which Tenant may construct on the Leased Premises. Tenant shall have no right in or claim to the proceeds of any policy of insurance maintained by Landlord. Tenant at all times during the term of this Lease shall, at its own expense, keep in full force and effect such insurance on its property against fire and such other risks as Tenant deems appropriate, using "blanket" insurance coverage if it so desires.

#### GOVERNMENTAL ORDERS

12. Tenant agrees, at his own expense, promptly to comply with all requirements of any legally constituted public authority made necessary solely by reason of Tenant's specific use the Premises. Landlord agrees promptly to comply with any such requirements if not made necessary by reason of Tenant's specific use. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to \$10,000.00, then the Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

#### CONDEMNATION

13. If any portion of the Premises, or such portion of the building or property as will make the Premises unusable for the purposes herein leased, condemned by any legally constituted authority or any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any



award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

#### ASSIGNMENT AND SUBLETTING

14. Tenant may sublease portions of the Premises to others provided such sublessee's operation is a part of the general operation of Tenant and is under the supervision and control of Tenant, creates no burden on Landlord with compliance of building codes as it relates to multi-tenant occupancy and provided such operation is within the purposes for which the Premises shall be used. Except as provided in the preceding sentence, or with Landlord's written consent (which will not be unreasonably withheld, conditioned or delayed), Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Consent to any assignment or sublease shall not impair this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

#### REMOVAL OF FIXTURES

15. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

#### EVENTS OF DEFAULT

16. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant; (1) Tenant fails to pay the rental within ten (10) days of written notice; (2) Tenant abandons or vacates the Premises; (3) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease, and Tenant fails to take reasonable effort to cure such failure within thirty (30) days of Landlord's written notice; (4) Tenant is adjudicated bankrupt; (5) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (6) Tenant, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (7) Tenant makes an assignment for benefit of creditors; or (8) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

#### REMEDIES UPON DEFAULT

17. Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies, separately or concurrently, without any notice (except as specifically provided hereinafter) and without prejudice to any other remedy herein provided or provided by law: (a) if the Event of Default involves nonpayment of rental, and Tenant fails to cure such default within ten (10) days after receipt of written notice thereof from Landlord, or in the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental, and Tenant fails to cure, or fails to commence a cure, such default within thirty (30) days after the receipt of written notice of default from Landlord. Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due throughout the remaining term of this lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (b) if the Event of Default involved any matter other than those set forth in item (a) of this Paragraph 17 the Landlord may terminate this Lease by giving written notice to Tenant and upon such termination, shall be entitled to recover from Tenant damages in an amount equal to all rent which is then due and which would otherwise have become due throughout the remaining term of this Lease or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default Landlord may give to Tenant written notice of such default and advise Tenant that unless such default is cured within ten (10) days after receipt of such notice, the entire amount of the rental for the remainder of the term of this Lease or any renewal or extension thereof, shall immediately become due and payable upon the expiration of the ten day period, and thereafter, unless all the terms and provisions of this Lease are fully complied with by the



Tenant within said ten-day period, the entire amount of said rental shall thereupon become immediately due and payable without further notice to Tenant; or (d) upon any Event of Default. Landlord, as Tenant's agent, without terminating this Lease may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting; provided, however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default.

#### EXTERIOR SIGNS

18. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any said signs and agrees upon removal of said signs to repair all damage incidents to such removal.

#### ENTRY FOR CARDING, ETC.

19. Landlord may card the Premises "For Rent" or "For Sale" sixty (60) days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

#### EFFECT OF TERMINATION OF LEASE

20. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

#### NO ESTATE IN LAND

21. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

#### HOLDING OVER

22. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant-at-will at the rental rate which is in effect at end of Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, then Tenant shall be a tenant-at-sufferance and, commencing on the date following the date of such expiration, the annual rental payable under Paragraph 3 hereof shall, for each year, or fraction thereof, during which Tenant so remains in possession, be 150% the annual rental otherwise payable under Paragraph 3 hereof. This under either case, Tenant shall be required to vacate the building within thirty (30) days by written notice to Landlord.

#### ATTORNEY'S FEE AND HOMESTEAD

23. If any rent or other sum owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorney's fees. Tenant waives all homestead rights and exemptions, which he may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord his homestead exemption.

#### RIGHTS CUMULATIVE

24. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

#### SERVICE OF NOTICE

25. Tenant hereby appoints as his agent to receive service at all dispossession or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from Premises.



#### WAIVER OF RIGHTS

26. No failure of Landlord to exercise any power given Landlord hereunder, or to assist upon strict compliance by Tenant of his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver at Landlord's rights to demand exact compliance with the terms hereof.

#### DISCLOSURE OF OWNERSHIP

27. The owner of the Premises is Hall County, Georgia, whose address is P.O. Box 1435, Gainesville, GA 30603, and the person authorized to manage the Premises is Hall County, Georgia, whose address is P.O. Box 1435, Gainesville, GA 30603. Service of process and demands and notices as to the Landlord shall be made on Hall County, Georgia, whose address is P.O. Box 1435, Gainesville, GA 30603, who is authorized to acknowledge the receipt of same.

#### AGENCY DISCLOSURE

28. The Simpson Company of Georgia, Inc. has acted as agent for the Tenant in this transaction and is to be paid by the Landlord a commission of \$0.00 for negotiating this transaction.

All licensed real estate agents are obligated by law to treat you honestly and fairly. They must:

Present all offers to the owner promptly; respond honestly and accurately to questions concerning the property; disclose material facts the agent knows or reasonably should know about the property; offer the property without regard to race, creed, sex, religion, or national origin.

Representing the owner a real estate agent can provide you with information about available properties and sources of financing; show you available properties and describe their attributes and amenities; assist you in submitting an offer to purchase or lease. You may, if you feel it necessary, obtain professional advice from other sources.

The real estate agent who presents the disclosure form to you must act in compliance with his or her firm's policies. Agents for a real estate firm must represent owner of any property listed for sale or lease with that firm. They must also represent the owner of any property listed in any multiple listing service to which their firm belongs unless the owner has, in writing, released them from that obligation prior to their offering the property to a prospective purchaser. On properties not listed for sale or lease with the firm, (the firm, not the individual agent) may elect to represent either the owner of the property or the prospective purchaser or lessee.

#### TIME IS OF THE ESSENCE

29. Time is of the essence of this Lease.

#### DEFINITIONS

30. "Landlord" as used in this Lease shall include first party, his heirs, representation assigns and successors in title to the Premises. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subleases, as to the Premises covered by such assignment or sublease.

#### SPECIAL STIPULATIONS

In so far as the following stipulations conflict with any of the foregoing provisions, the following shall control:

1. See Attached Exhibits "A" and "B"

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.



IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

LANDLORD: HALL COUNTY, GEORGIA

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

Its: Chairman

Date: March 6, 2018

TENANT: NORTH GEORGIA WORKS,  
INC.

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

Its: President

Date: March 8, 2018



EXHIBIT "A"

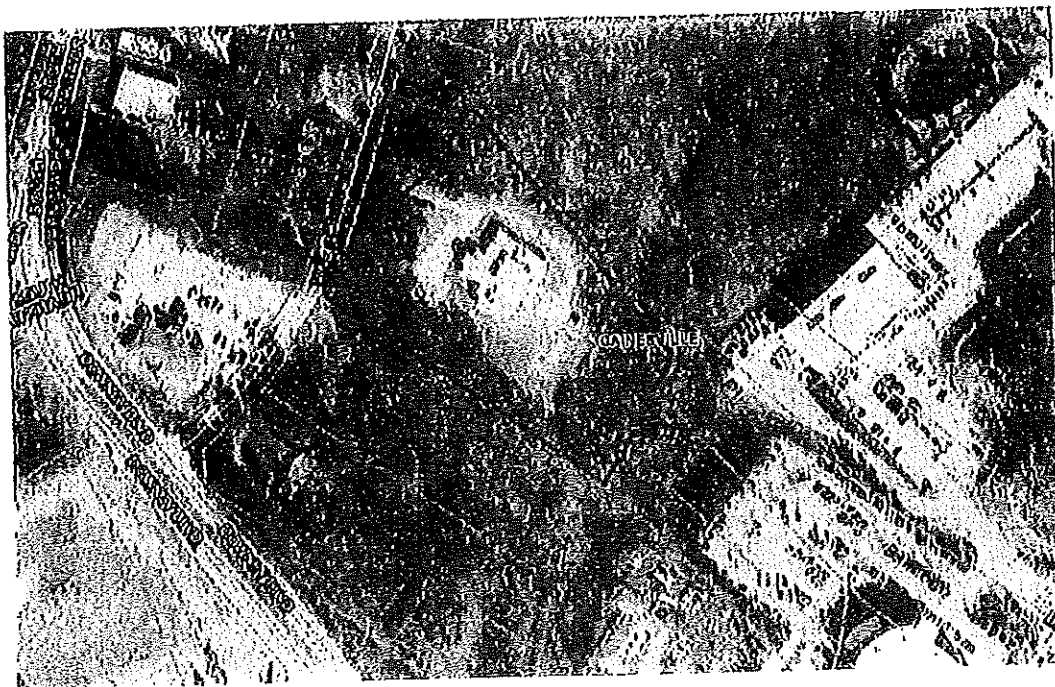




EXHIBIT "B"

SPECIAL STIPULATIONS

1. The initial term of this lease shall be as provided in Item 2 (TERM) hereof to be followed by 24 consecutive annual renewal terms which shall automatically renew unless either party is found to be in default as provided in Item 16 hereof at the termination of the initial term or any subsequent renewal term or unless sooner otherwise terminated as herein provided.
2. This Lease shall be contingent upon Tenant obtaining all necessary permits from the City of Gainesville for using Premises as a Transitional Housing Facility for Workforce Development. If Tenant is unable to obtain all necessary permits for said use, this lease shall terminate and shall be null and void.
3. Notwithstanding any terms or provision of this lease agreement to the contrary this lease agreement shall terminate absolutely and without further obligation on the part of Hall County, Georgia at the close of the calendar or fiscal year in which it was executed and at the close of each succeeding calendar or fiscal year for which it may be renewed. O.C.G.A. Section 36-60-133(1).
4. In the event that Tenant upon taking possession of the premises should undertake to renovate the premises so as to be more suitable for Tenant's intended use, Tenant shall be responsible for removal of all county furnishings, fixtures, equipment and materials found necessary by Tenant to be removed prior to or during renovation and shall furthermore be responsible for placing such property into a facility which county approves as satisfactory and adequate for the storage of such property.
5. During the tenure of the lease Tenant shall make available for Landlord's use an interior storage space in the approximate size of 8' x 12' (96 square feet) for the use by Landlord for storage of non-hazardous material.



## Exhibit B





☐ Parcels  
 Qualified Sales  
☐ 2018  
☐ 2019  
☐ 2020  
☐ 2021  
☐ 2022  
 Roads  
 Cities  
 BRASELTON  
 BUFORD  
 CLERMONT  
 FLOWERY BRANCH  
 GAINESVILLE  
 GILLSVILLE  
 LULA  
 OAKWOOD  
 RESTHAVEN

Date	Price	Reason	Qual
12/20/2004	0	n/a	U
12/20/2004	0	12	U

Date created: 10/31/2022  
Last Data Uploaded: 10/28/2022 11:46:41 PM

Developed by  **Schneider**  
GEOSPATIAL



2032H  
8544A

WHEATON, DUSLEY & MONTAGNY  
PLATERS, SURVEYORS  
COLUMBIA, GEORGIA

DEED OF GIFT

STATE OF GEORGIA  
COUNTY OF HALL

THIS INSTRUMENT, made this 19th day of MAY, 1966,  
between THE HOSPITAL AUTHORITY OF HALL COUNTY AND THE CITY OF  
GALESVILLE, GEORGIA, a public corporation of the State of Georgia, of the  
First Part, and the STATE OF GEORGIA, of the Second Part.

WITNESSETH

THAT the said Party of the First Part for, and in consideration of its  
desire to assist and aid said Grantee, by a gift to it of certain of Grantor's  
property hereinafter described, does by these presents hereby convey unto said  
Party of the Second Part, the following described property, to-wit:

ALL that tract or parcel of land, situate, lying and being in the City  
of Galesville, Hall County, Georgia, and being more particularly  
described by a survey of the property of "Hall County Hospital  
Authority" dated July 10, 1963, prepared by Farley-Collins & Assoc.,  
Registered Surveyors, recorded in Plat Book 36, Page 37,  
Hall County Records, and being more particularly described accord-  
ing to said Farley-Collins survey as follows:

BEGINNING at an iron pin corner located on the southeasterly right-  
of-way of Vine Street, said beginning corner being located 842.8  
feet in a northeasterly direction as measured along the southeasterly  
right-of-way of Vine Street from the center line of Wisteria Drive;  
thence along the southeasterly right-of-way of Wisteria Drive the  
following courses and distances: North 26 degrees 24 minutes East 42.6  
39.9 feet to a pole; thence North 23 degrees 43 minutes East 160.4 feet  
to an iron pin corner; thence leaving the right-of-way of Vine Street  
and running South 72 degrees 13 minutes East along the line of Lot  
No. One, Block H, of Sherwood Heights Subdivision 88 feet to an  
iron pin corner; thence North 43 degrees 43 minutes East 38 feet to  
an iron pin corner; thence North 34 degrees 16 minutes East 121.1  
feet to a monument corner; thence South 38 degrees 20 minutes  
East along the property of Patolol Manufacturing Company 537  
feet to a corner located in the center of a branch; thence in a  
southwesterly direction along the center of said branch to a corner,  
which corner, when measured in a straight line from the last  
named corner, lies South 28 degrees 37 minutes West 239 feet from  
the last named corner; thence North 55 degrees 48 minutes West  
along the property of James O. Chambers 585 feet to the Point of  
Beginning, said tract containing 4.1 acres, more or less.

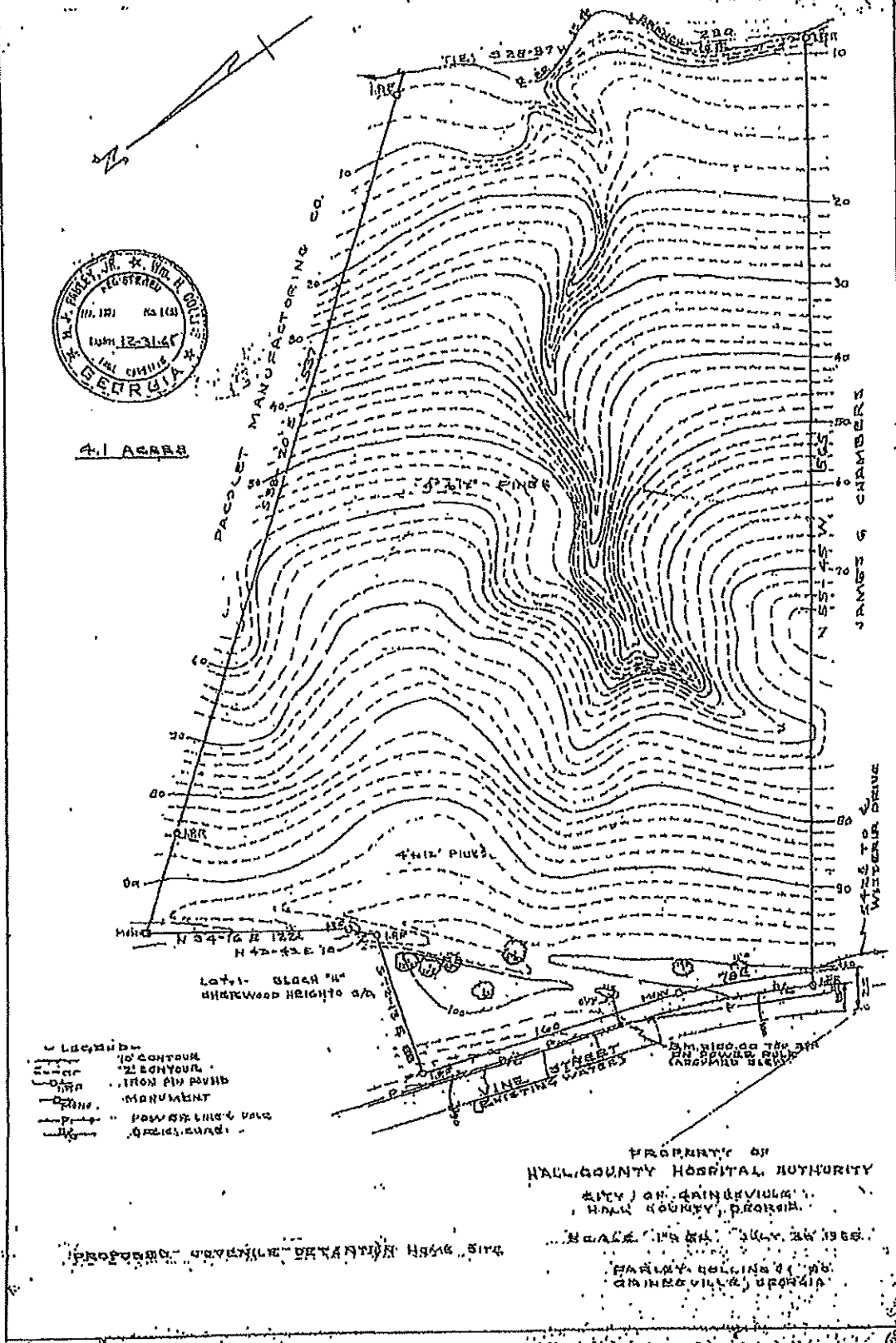








4.1 ACRES



- Legend
- 10' contour
- 25' contour
- IRON PIN POINT
- MONUMENT
- POWER LINE & POLE
- GRASSY AREA

PROPERTY OF  
HALL COUNTY HOSPITAL AUTHORITY  
CITY OF GAINESVILLE  
HALL COUNTY, GEORGIA  
SCALE 1" = 40' JULY 26 1965  
HARRY COLLINS JR.  
GAINESVILLE, GEORGIA

PROPOSED OVERVIEW DETAIL FOR HOME SITE

Recorded: May 20, 1966 - H. Posey, Jr., Clerk



05202  
00286

Call Jessica York

001766

RECORDED  
STATE PROPERTIES COMMISSION

000286

DEC 20 2004

010036

REAL PROPERTY RECORDS  
COUNTY OF FULTON:

GEORGIA, HALL COUNTY, CLERK  
SUPERIOR COURT FILED IN OFFICE 5202  
AND RECORDED IN BOOK  
PAGE (S) 286-290 THIS 14  
DAY OF 12 2005 AT 2:51 PM  
DWIGHT B. WOOD, CLERK BY gc

AG 5760-MA-02RCA-02 (1028010)  
SPC 452.10

### QUITCLAIM DEED

THIS DEED, hereinafter referred to as "Deed," is made and entered into this 20<sup>th</sup> day of November, 2004, hereinafter referred to as "the date hereof," with said date being inserted herein by Grantor at the time of its execution hereof, by and between the STATE OF GEORGIA, acting by and through the State Properties Commission, whose address is One Martin Luther King, Jr. Dr., S.W., Suite 204, Atlanta, Georgia 30334, Party of the First Part, hereinafter referred to as "Grantor," and HALL COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Chairman and Board of Commissioners or authorized governing body, whose address is \_\_\_\_\_, Party of the Second Part,

hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their successors and assigns where the context requires or permits).

### WITNESSETH THAT:

WHEREAS, Grantor is the owner of approximately 4.1 acres of improved real property located in the City of Gainesville, Hall County, Georgia, being commonly known and designated as 1255 Vine Street, the site of the former Hall County Regional Youth Development Center (a/k/a Gainesville Regional Youth Detention Center), lying and being in Land Lot(s) 137 of the 9th Land District, Gainesville, Hall County, Georgia, (hereinafter referred to as the "Property"), more particularly described in Exhibit A and further shown on a plat of survey entitled "Proposed Juvenile Detention Home Site" by Farley, Collins and Associates, more particularly, H.P. Farley, Jr. and William H. Collins, Georgia Registered Land Surveyor No. 1301 and 1435, respectively, dated July 30, 1965, recorded in Plat Book 36, Page 37, in the Office of the Clerk of the Superior Court of Hall County, Georgia, said plat being incorporated herein and by this reference made a part hereof. Said Property being the same property conveyed by a Deed of Gift to the State of Georgia by the Hospital Authority of Hall County and the City of Gainesville, dated May 19, 1966, recorded in Deed Book 328, Pages 594-95, and subject to easements of record; and

WHEREAS, the Property is located at 1255 Vine Street, the site of the former Hall County Regional Youth Development Center (a/k/a Gainesville Regional Youth Detention Center) and is under the custody and control of the Department of Juvenile Justice; and

WHEREAS, the Department of Juvenile Justice, by resolution or official action dated August 22, 2002, declared that it will have no further need for the Property, and that the Property is not utilized and is therefore surplus; and

Page 1 of 4

HALL COUNTY, Georgia  
Real Estate Transfer Tax

Paid \$ 0.00

Date 1-14-05

DWIGHT B. WOOD  
Clerk Superior Court

By gc

067-2004-002362

1:0DMAVPCDOCSA Agency General 26344311 @ 150  
05/09/2003

010036



000287

WHEREAS, Grantee is desirous of acquiring the Property for public purposes; and

WHEREAS, by 2000 Resolution Act No. 62 (H.R. 878) and 2000 Resolution Act No. 105 (S.R. 514), approved May 1, 2000, the General Assembly declared that the State of Georgia is the owner of the Property and that in all matters relating to the conveyance of the Property the State of Georgia is acting by and through its State Properties Commission; and

WHEREAS, the General Assembly, in said Resolution Act, authorized the Property to be conveyed by appropriate instrument to Grantee for a consideration of \$10.00, so long as the Property is used for public purposes; provided however, that if Hall County should convey to a private entity the Property, as improved, Hall County shall remit to the State of Georgia the consideration of the fair market value of the improvements the State made to the Property; provided, however, that should Hall County raze said improvements prior to conveyance to a private entity, the county may retain all proceeds derived from the conveyance; and

WHEREAS, the State Properties Commission, at its duly called meeting on December 17, 2002, approved the conveyance of the Property as authorized by said Resolution Act for a consideration of \$10.00, so long as the Property is used for public purposes, and subject to the conditions in said Resolution Act; and

WHEREAS, the County by proper resolution of its Board of Commissioners or governing body, approved the conveyance herein in accordance with the terms authorized by the Grantor.

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) in hand paid by Grantee to Grantor at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto Grantee any and all right, title and interest of Grantor in and to that certain tract of land more particularly described and shown in Exhibit A, attached hereto, incorporated herein, and by this reference made a part hereof.

TO HAVE AND TO HOLD the said real property unto Grantee, so that neither Grantor, nor any person or persons claiming under Grantor, shall at any time, by any means or ways, have, claim, or demand any right or title to the described real property or appurtenances or rights thereof, so long as the Property is used for public purposes; provided however, that if Hall County should convey to a private entity the Property, as improved, Hall County shall remit to the State of Georgia the consideration of the fair market value of the improvements the State made to the Property; provided, however, that should Hall County raze said improvements prior to conveyance to a private entity, the county may retain all proceeds derived from the conveyance.



05202  
00288

000288

IN WITNESS WHEREOF, Grantor has caused these presents to be signed, sealed and delivered in its name and with its seal affixed, by its State Properties Commission, acting by and through the Governor of the State of Georgia, as Chairman of the State Properties Commission, the same being attested to by the Executive Director of the State Properties Commission, who has affixed the Great Seal of the State of Georgia and the seal of the State Properties Commission, on the day, month and year first above written.

*(Signatures begin on next page and remainder of page is intentionally blank)*

Page 3 of 4

\\ODS\A\PC\DCS\A\mmy\Grant\26344311@130  
01/09/2003

010036



000289

**EXHIBIT "A"**

**Legal Description**

All that tract of land situate, lying and being in the City of Gainesville, Hall County, Georgia, containing approximately 4.1 acres of improved real property, lying and being in Land Lot(s) 137 of the 9th Land District, Gainesville, Hall County, Georgia, shown on a plat of survey entitled "Proposed Juvenile Detention Home Site" by Farley, Collins and Associates, more particularly by H.P. Farley, Jr. and William H. Collins, Georgia Registered Land Surveyor No. 1301 and 1435, respectively, dated July 30, 1965, recorded in Plat Book 36, Page 37, in the Office of the Clerk of the Superior Court of Hall County, Georgia, said plat being incorporated herein and by this reference made a part hereof. Said Property being the same property conveyed by a Deed of Gift to the State of Georgia by the Hospital Authority of Hall County and the City of Gainesville, dated May 19, 1966, recorded in Deed Book 328, Pages 594-95, and subject to easements of record, and being more particularly described therein or further described as follows.

010036



000290

GRANTOR

STATE OF GEORGIA

Acting by and through the  
State Properties Commission

By: Sammy Perdue (Seal)

SAMMY PERDUE  
Governor, as Chairman of the  
State Properties Commission

Attest: J. Ray Crawford Jr. (Seal)

J. RAY CRAWFORD JR.  
Executive Director of  
State Properties Commission

Signed, sealed and delivered  
as to both the Governor, as  
Chairman and the Executive Director  
in the presence of

[Signature]  
Unofficial Witness

(Grantor's Seal)  
the State  
Affixed Here

(Commissioner's Seal)  
Affixed Here

Glenn M. Frankenburg  
Official Witness, Notary Public  
My Commission expires: 1/23/07



22.

010036



STATE OF GEORGIA

COUNTY OF HALL

**RESOLUTION DECLARING CERTAIN REAL PROPERTY UNSERVICEABLE**

**WHEREAS**, the Board of Commissioners of Hall County, Georgia currently possesses certain improved real property located at 1255 Vine Street, Gainesville, Georgia 30501 and described more particularly in the records and aerial photograph attached hereto as Exhibit A; and

**WHEREAS**, the Board of Commissioners has determined that the improved real property at issue is unserviceable as contemplated by Section 3.10.180 of the Hall County Code of Ordinances; and

**WHEREAS**, the Board of Commissioners desires to dispose of the said improved real property pursuant to Section 3.10.180 (A)(2)(d) of the Hall County Code of Ordinances by conveyance to another unit of government; and

**WHEREAS**, the Board of Commissioners has determined that declaring said improved real property located at 1255 Vine Street, Gainesville, Georgia 30501 to be unserviceable pursuant to Section 3.10.180 of the Hall County Code of Ordinances would support the general welfare of the citizens of Hall County.

**NOW THEREFORE**, the Board of Commissioners determines and declares that the improved real property known as 1255 Vine Street, Gainesville, Georgia 30501 and particularly described in the records and aerial photograph attached hereto as Exhibit A is unserviceable, can no longer be used advantageously by the County, and is incapable of being used independently under applicable County land use regulations and ordinances.



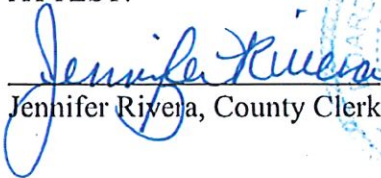
SO RESOLVED this the 9th day of November, 2022.

HALL COUNTY BOARD OF  
COMMISSIONERS



Chairman, Richard Higgins

ATTEST:



(SEAL)  
Jennifer Rivera, County Clerk



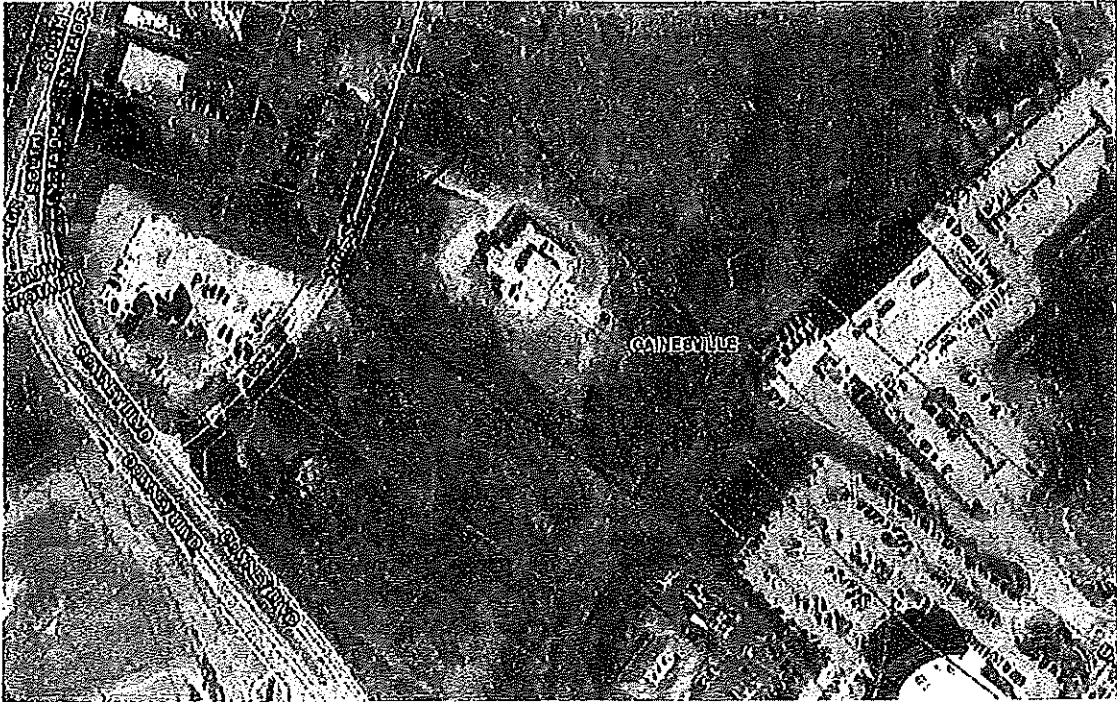
APPROVED AS TO FORM:



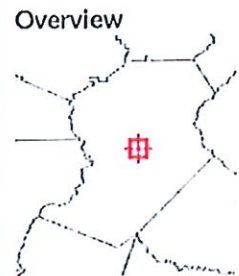
Van Stephens, County Attorney









EXHIBIT "A"







Legend

-  Parcels
- Qualified Sales
  -  2018
  -  2019
  -  2020
  -  2021
  -  2022
- Roads
- Cities
  - BRASELTON
  - BUFORD
  - CLERMONT
  - FLOWERY BRANC
  - GAINESVILLE
  - GILLSVILLE
  - LULA
  - OAKWOOD
  - RESTHAVEN

Parcel ID	01064001023A	Owner	HALL COUNTY	Last 2 Sales			
Class Code	Exempt		P O BOX 1435	Date	Price	Reason	Qual
Taxing District	GAINESVILLE 1		GAINESVILLE, GA 30503	12/20/2004	0	n/a	U
Acres	4.1	Physical Address	1255 NE VINEST	12/20/2004	0	12	U
		Assessed Value	Value \$1952700				

(Note: Not to be used on legal documents)

Date created: 10/31/2022  
Last Data Uploaded: 10/28/2022 11:46:41 PM

Developed by  Schneider  
GEOSPATIAL



80328  
85964

WHELORE, DUNLAP & O'NEILL  
ATTORNEYS AT LAW  
GAINESVILLE, GEORGIA

3

501

DEED OF GIFT

STATE OF GEORGIA }  
COUNTY OF HALL }

THIS INDENTURE, made this 19th day of MAY, 1966,  
between THE HOSPITAL AUTHORITY OF HALL COUNTY AND THE CITY OF  
GAINESVILLE, GEORGIA, a public corporation of the State of Georgia, of the  
First Part, and the STATE OF GEORGIA, of the Second Part.

WITNESSETH:

THAT the said Party of the First Part for and in consideration of its  
desire to assist and aid said Grantee, by a gift to it of certain of Grantor's  
property hereinafter described, does by these presents hereby convey unto said  
Party of the Second Part, the following described property, to-wit:

ALL that tract or parcel of land, situate, lying and being in the City  
of Gainesville, Hall County, Georgia, and being more particularly  
described by a survey of the property of "Hall County Hospital  
Authority" dated July 30, 1963, prepared by Farley-Collins & Assoc.,  
Registered Surveyors, recorded in Plat Book 36, Page 37,  
Hall County Records, and being more particularly described accord-  
ing to said Farley-Collins survey as follows:

BEGINNING at an iron pin corner located on the southeasterly right-  
of-way of Vine Street, said beginning corner being located 542.8  
feet in a northeasterly direction as measured along the southeasterly  
right-of-way of Vine Street from the center line of Wisteria Drive;  
thence along the southeasterly right-of-way of Wisteria Drive the  
following courses and distances: North 26 degrees 24 minutes East 42.6  
feet to a point; thence North 23 degrees 43 minutes East 42.6  
feet to a point; thence North 17 degrees 45 minutes East 160.4 feet  
to an iron pin corner; thence leaving the right-of-way of Vine Street  
and running South 72 degrees 13 minutes East along the line of Lot  
No. One, Block II, of Sherwood Heights Subdivision 88 feet to an  
iron pin corner; thence North 43 degrees 43 minutes East 18 feet to  
an iron pin corner; thence North 34 degrees 16 minutes East 122.1  
feet to a monument corner; thence South 38 degrees 20 minutes  
East along the property of Patolet Manufacturing Company 517  
feet to a corner located in the center of a branch; thence in a  
southwesterly direction along the center of said branch to a corner,  
which corner, when measured in a straight line from the last  
named corner, lies South 26 degrees 37 minutes West 239 feet from  
the last named corner; thence North 53 degrees 43 minutes West  
along the property of James G. Chambers 555 feet to the Point of  
Beginning, said tract containing 4.1 acres, more or less.

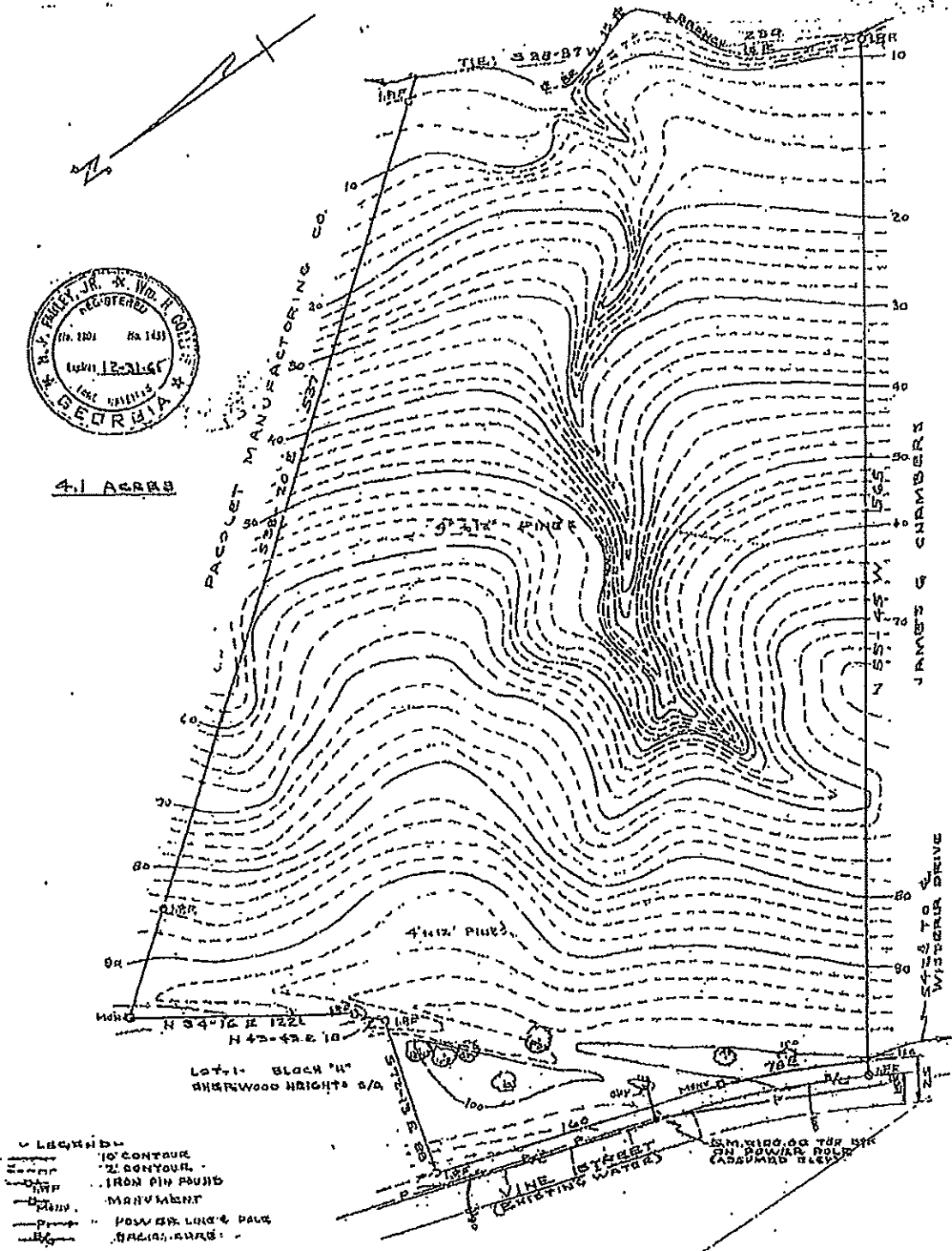








4.1 ACRES



- LEGEND
- 10' CONTOUR
  - 2' CONTOUR
  - IRON PIN FOUND
  - MARY
  - MARY
  - POWER LINE & PAUL
  - BAZING, SUND

PROPERTY OF  
HALL COUNTY HOSPITAL AUTHORITY  
CITY OF GAINESVILLE  
HALL COUNTY, GEORGIA

SCALE 1" = 50' JULY 20 1965  
FARLEY COLLINS JR. JR.  
GAINESVILLE, GEORGIA

PROPOSED OVERVIEW ORIENTATION HOME SITE

Recorded: May 20, 1966 — W. Parady Watson, clerk



05202  
00286

*Call Jessica York*

001766

RECORDED  
STATE PROPERTIES COMMISSION

000286

DEC 20 2004

010036

REAL PROPERTY RECORDS  
COUNTY OF FULTON:

GEORGIA, HALL COUNTY, CLERK  
SUPERIOR COURT FILED IN OFFICE  
AND RECORDED IN BOOK 5202  
PAGE (8) 286-290 THIS 14  
DAY OF Nov 2005 AT 2:31 PM  
DWIGHT S. WOOD, CLERK BY gc

AQ 5700-MA-02RCA-02 (1028010)

SPC 452.10

### QUITCLAIM DEED

THIS DEED, hereinafter referred to as "Deed," is made and entered into this 20<sup>th</sup> day of November, 2004, hereinafter referred to as "the date hereof," with said date being inserted herein by Grantor at the time of its execution hereof, by and between the **STATE OF GEORGIA**, acting by and through the State Properties Commission, whose address is One Martin Luther King, Jr. Dr., S.W., Suite 204, Atlanta, Georgia 30334, Party of the First Part, hereinafter referred to as "Grantor," and **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Chairman and Board of Commissioners or authorized governing body, whose address is \_\_\_\_\_,

\_\_\_\_\_ , Party of the Second Part, hereinafter referred to as "Grantee" (the words "Grantor" and "Grantee" to include their successors and assigns where the context requires or permits).

### WITNESSETH THAT:

WHEREAS, Grantor is the owner of approximately 4.1 acres of improved real property located in the City of Gainesville, Hall County, Georgia, being commonly known and designated as 1255 Vine Street, the site of the former Hall County Regional Youth Development Center (a/k/a Gainesville Regional Youth Detention Center), lying and being in Land Lot(s) 137 of the 9th Land District, Gainesville, Hall County, Georgia, (hereinafter referred to as the "Property"), more particularly described in Exhibit A and further shown on a plat of survey entitled "Proposed Juvenile Detention Home Site" by Farley, Collins and Associates, more particularly, H.P. Farley, Jr. and William H. Collins, Georgia Registered Land Surveyor No. 1301 and 1435, respectively, dated July 30, 1965, recorded in Plat Book 36, Page 37, in the Office of the Clerk of the Superior Court of Hall County, Georgia, said plat being incorporated herein and by this reference made a part hereof. Said Property being the same property conveyed by a Deed of Gift to the State of Georgia by the Hospital Authority of Hall County and the City of Gainesville, dated May 19, 1966, recorded in Deed Book 328, Pages 594-95, and subject to easements of record; and

WHEREAS, the Property is located at 1255 Vine Street, the site of the former Hall County Regional Youth Development Center (a/k/a Gainesville Regional Youth Detention Center) and is under the custody and control of the Department of Juvenile Justice; and

WHEREAS, the Department of Juvenile Justice, by resolution or official action dated August 22, 2002, declared that it will have no further need for the Property, and that the Property is not utilized and is therefore surplus; and

Page 1 of 4

\\DUMA\FPCDOCS\Attorney General\2634431\@150  
03/09/2003

HALL COUNTY, Georgia  
Real Estate Transfer Tax

Paid \$ -0-

Date 1-14-05

DWIGHT S. WOOD  
Clerk Superior Court

By gc

069-2004-002362

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WHEREAS, Grantee is desirous of acquiring the Property for public purposes; and

WHEREAS, by 2000 Resolution Act No. 62 (H.R. 878) and 2000 Resolution Act No. 105 (S.R. 514), approved May 1, 2000, the General Assembly declared that the State of Georgia is the owner of the Property and that in all matters relating to the conveyance of the Property the State of Georgia is acting by and through its State Properties Commission; and

WHEREAS, the General Assembly, in said Resolution Act, authorized the Property to be conveyed by appropriate instrument to Grantee for a consideration of \$10.00, so long as the Property is used for public purposes; provided however, that if Hall County should convey to a private entity the Property, as improved, Hall County shall remit to the State of Georgia the consideration of the fair market value of the improvements the State made to the Property; provided, however, that should Hall County raze said improvements prior to conveyance to a private entity, the county may retain all proceeds derived from the conveyance; and

WHEREAS, the State Properties Commission, at its duly called meeting on December 17, 2002, approved the conveyance of the Property as authorized by said Resolution Act for a consideration of \$10.00, so long as the Property is used for public purposes, and subject to the conditions in said Resolution Act; and

WHEREAS, the County by proper resolution of its Board of Commissioners or governing body, approved the conveyance herein in accordance with the terms authorized by the Grantor.

NOW, THEREFORE, Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) in hand paid by Grantee to Grantor at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto Grantee any and all right, title and interest of Grantor in and to that certain tract of land more particularly described and shown in Exhibit A, attached hereto, incorporated herein, and by this reference made a part hereof.

TO HAVE AND TO HOLD the said real property unto Grantee, so that neither Grantor, nor any person or persons claiming under Grantor, shall at any time, by any means or ways, have, claim, or demand any right or title to the described real property or appurtenances or rights thereof, so long as the Property is used for public purposes; provided however, that if Hall County should convey to a private entity the Property, as improved, Hall County shall remit to the State of Georgia the consideration of the fair market value of the improvements the State made to the Property; provided, however, that should Hall County raze said improvements prior to conveyance to a private entity, the county may retain all proceeds derived from the conveyance.



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IN WITNESS WHEREOF, Grantor has caused these presents to be signed, sealed and delivered in its name and with its seal affixed, by its State Properties Commission, acting by and through the Governor of the State of Georgia, as Chairman of the State Properties Commission, the same being attested to by the Executive Director of the State Properties Commission, who has affixed the Great Seal of the State of Georgia and the seal of the State Properties Commission, on the day, month and year first above written.

*(Signatures begin on next page and remainder of page is intentionally blank)*

Page 3 of 4

\\ODMA\PCDOCS\Attorney General\26344311@150  
03/09/2003

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**EXHIBIT "A"**

**Legal Description**

All that tract of land situate, lying and being in the City of Gainesville, Hall County, Georgia, containing approximately 4.1 acres of improved real property, lying and being in Land Lot(s) 137 of the 9th Land District, Gainesville, Hall County, Georgia, shown on a plat of survey entitled "Proposed Juvenile Detention Home Site" by Farley, Collins and Associates, more particularly by H.P. Farley, Jr. and William H. Collins, Georgia Registered Land Surveyor No. 1301 and 1435, respectively, dated July 30, 1965, recorded in Plat Book 36, Page 37, in the Office of the Clerk of the Superior Court of Hall County, Georgia, said plat being incorporated herein and by this reference made a part hereof. Said Property being the same property conveyed by a Deed of Gift to the State of Georgia by the Hospital Authority of Hall County and the City of Gainesville, dated May 19, 1966, recorded in Deed Book 328, Pages 594-95, and subject to easements of record, and being more particularly described therein or further described as follows.

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GRANTOR

STATE OF GEORGIA

Acting by and through the  
State Properties Commission

By: *Sonny Perdue* (Seal)

SONNY PERDUE  
Governor, as Chairman of the  
State Properties Commission

Attest: *J. Ray Crawford Jr.* (Seal)

J. RAY CRAWFORD JR.  
Executive Director of  
State Properties Commission

Signed, sealed and delivered  
as to both the Governor, as  
Chairman and the Executive Director  
in the presence of

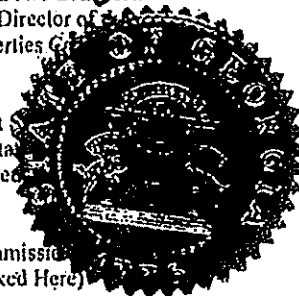
*Willie Mae*  
Unofficial Witness

*Stencie M. Brantleyburg*  
Official Witness, Notary Public  
My Commission expires: 1/23/07



(Great Seal  
of the State  
Affixed Here)

(Commission Seal  
Affixed Here)



010036



**ASSIGNMENT AND ASSUMPTION OF LEASE**  
**WITH CONSENT OF TENANT**

This Assignment and Assumption of Lease with Consent of Tenant (the “Assignment”) is made and entered into effective as of the \_\_\_\_ date of February, 2023, by and between **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (the “Assignor”) and **THE HOSPITAL AUTHORITY OF HALL COUNTY AND THE CITY OF GAINESVILLE**, a hospital authority organized and existing under the laws of the State of Georgia whose mailing address is 743 Spring Street, N.E., Gainesville, Georgia 30501 (the “Assignee”).

WHEREAS, Assignor, contemporaneously herewith, is conveying all duties, obligations, and responsibilities under the Lease (defined below) that occur after the date of full execution of the document to Assignee as to the real property located at **1255 Vine Street, Gainesville, Georgia 30501, comprising Tax Parcel #s 01064 001023A and 01064 001018A** (the “Property”); and

WHEREAS, said conveyance includes all rights and appurtenances associated with the Property; and

WHEREAS, said Property is encumbered by that certain Commercial Lease between Assignor, as Landlord, and **NORTH GEORGIA WORKS, INC.**, a Georgia corporation, as Tenant, dated March 6, 2018 (the “Lease”), a copy of which is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title, and interest as the Landlord under the Lease and Assignee desires to accept such assignment and assume all of Assignor’s rights and obligations under the Lease.

NOW, THEREFORE, the parties hereto in consideration of their mutually dependent promises and other good and valuable considerations, the receipt and sufficiency are hereby acknowledged, the undersigned hereby agree as follows:

1. Assignor hereby conveys, assigns, transfers, and sets over, unto Assignee, its successors and assigns, all of Assignor’s right, title and interest in and to the Lease.
2. Assignee hereby accepts the foregoing Assignment and agrees to faithfully perform all covenants, stipulations, agreements, and obligations of the Assignor under the Lease which has been assigned to such Assignee hereunder.
3. To the extent allowed by law, Assignor hereby indemnifies and holds harmless Assignee from and against any and all claims, causes of action or damages (including attorney’s fees, expenses of litigation and costs of appeal), if any, arising out of liabilities incurred or Assignor’s failure to perform any condition or covenant of the Lease which arose prior to the date hereof.
4. Assignee hereby indemnifies and holds harmless Assignor from and against any and all claims, causes of action or damages (including attorney’s fees, expenses of litigation and costs of appeal), if any, arising out of liabilities incurred or Assignee’s failure to perform any condition or covenant of the Lease which arise after the date hereof.
5. This Assignment shall be binding upon and insure to the benefit of Assignor and Assignee and their respective successors and assigns.
6. This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of Georgia.

[SIGNATURES ON FOLLOWING PAGES]



STATE OF GEORGIA  
COUNTY OF HALL

IN WITNESS WHEREOF, the undersigned parties have caused this Assignment and Assumption of Lease with Consent of Tenant to be executed under seal as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

My Comm. Expires: \_\_\_\_\_

(Notary Seal)

*[Seal of Hall County Affixed]*

**ASSIGNOR: HALL COUNTY, GEORGIA**, a  
political subdivision of the State of Georgia, acting  
by and through its Board of Commissioners

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

Richard Higgins, Chairman  
Hall County Board of Commissioners

Attest: \_\_\_\_\_

Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William J. Linkous, III, County Attorney

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

My Comm. Expires: \_\_\_\_\_

(Notary Seal)

**ASSIGNEE: THE HOSPITAL AUTHORITY  
OF HALL COUNTY AND THE CITY OF  
GAINESVILLE**, a hospital authority organized  
and existing under the laws of the State of Georgia

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

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

Attest: \_\_\_\_\_

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

(Seal)

*Consented to by Tenant:*

**TENANT: NORTH GEORGIA WORKS, INC.**,  
a Georgia corporation

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

Name: \_\_\_\_\_

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

(Corporate Seal)

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

My Comm. Expires: \_\_\_\_\_

(Notary Seal)



**Exhibit "A"**

INSERT LEASE



## COMMERCIAL LEASE

THIS LEASE, made this 6th day of March, 2018 by and between Hall County, Georgia, first party (hereinafter called "Landlord") and North Georgia Works, Inc., second party (hereinafter called "Tenant"):

### WITNESSETH:

#### PREMISES

1. The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, provided for and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents leases and rents, unto the said Tenant, and said Tenant hereby leases and takes upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

See attached Exhibit "A"

and being known as 1255 Vine Street, Gainesville, GA 30601. No easement for light or air is included in the Premises.

#### TERM

2. The Tenant shall have and hold the Premises for a term of One (1) Year, beginning on the 7th day of March, 2018 and ending on the 6th day of March, 2019, at midnight, unless sooner terminated as hereinafter provided.

#### RENTAL

3. Tenant agrees to pay to Landlord, by payments to Hall County, Landlord, who negotiated this Lease, at the office of Landlord, an annual rental in the amount of \$1.00 which shall be paid promptly on the first day of each year in advance during the term of this Lease.

Rent shall be paid in advance on the first day of each year and shall not be considered past due by Landlord if received prior to the Tenth (10th) day of the year in which it becomes due. Any rent or outstanding balance received after the Tenth (10<sup>th</sup>) day of each year will be subject to a Fifteen Percent (15%) late fee.

#### SECURITY DEPOSIT

4. No security deposit shall be required.

#### UTILITY BILLS

5. Tenant shall pay the total monthly utility bills, including, but not limited to gas, electricity, fuel, light, and heat bills for the Premises.

#### USE OF PREMISES

6. Premises shall be used for Transitional Housing for Workforce Development purposes and no other. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to violate the insurance or increase the rate of insurance on premises.

#### ABANDONMENT OF THE PREMISES

7. Tenant agrees not to abandon or vacate the Premises during the period of this Lease and agrees to use the Premises for the purposes herein until the expiration hereof.

#### REPAIRS BY LANDLORD

8. Landlord shall not be responsible for any repairs to the Premises. Landlord gives to Tenant exclusive control of the Premises and shall be under no obligations to inspect said Premises.

#### REPAIRS BY TENANT

9. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. Tenant shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain the Premises in good order and repair. Tenant agrees to keep in good repair the roof,



including gutters and downspouts foundations and exterior walls of the Premises, and underground utility and sewer pipes outside the exterior walls of the building. Heating and air conditioning equipment (including, but not limited to replacement of parts, compressors, air handling units and heating units), and other improvements located thereon shall be the responsibility of Tenant. Tenant further agrees to care for the grounds around the building, including the parking lot and drive, the mowing of grass, paving, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted.

#### DESTRUCTION OF OR DAMAGE TO PREMISES

10. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If the Premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as use of the Premises has been destroyed, and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence. If damage cannot be repaired within sixty (60) days, Tenant shall have the option of terminating this Lease.

#### INDEMNITY

11. Tenant agrees to and hereby does, indemnify and save Landlord harmless against all claims for damages to persons or property by reason of Tenant's use or occupancy of Premises, and all expenses incurred by Landlord because thereof, including attorneys fees and court costs except those arising out of Landlord's (or its agents, employees, or contractors) gross negligence or willful misconduct.

Tenant shall, at all times during the Lease term and at its own expense, keep in full force and effect comprehensive general liability insurance with "personal injury" coverage, with minimum limits of \$1,000,000.00 on account of bodily injuries to, or death of, one or more than one person as the result of any one accident or occurrence and \$500,000.00 on account of damage to property. Such policy shall name the Landlord as additional insured. Landlord shall not be obligated to insure any personal property of Tenant upon or within the Leased Premises, any fixtures installed or paid for by Tenant upon or within the Leased Premises, or any improvements which Tenant may construct on the Leased Premises. Tenant shall have no right in or claim to the proceeds of any policy of insurance maintained by Landlord. Tenant at all times during the term of this Lease shall, at its own expense, keep in full force and effect such insurance on its property against fire and such other risks as Tenant deems appropriate, using "blanket" insurance coverage if it so desires.

#### GOVERNMENTAL ORDERS

12. Tenant agrees, at his own expense, promptly to comply with all requirements of any legally constituted public authority made necessary solely by reason of Tenant's specific use of the Premises. Landlord agrees promptly to comply with any such requirements if not made necessary by reason of Tenant's specific use. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to \$10,000.00, then the Landlord or Tenant who is obligated to comply with such requirements may terminate this Lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of compliance with such requirement by party giving such notice unless party receiving such notice of termination shall, before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to party giving notice.

#### CONDEMNATION

13. If any portion of the Premises, or such portion of the building or property as will make the Premises unusable for the purposes herein leased, condemned by any legally constituted authority or any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemner. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any



award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

#### ASSIGNMENT AND SUBLETTING

14. Tenant may sublease portions of the Premises to others provided such sublessee's operation is a part of the general operation of Tenant and is under the supervision and control of Tenant, creates no burden on Landlord with compliance of building codes as it relates to multi-tenant occupancy and provided such operation is within the purposes for which the Premises shall be used. Except as provided in the preceding sentence, or with Landlord's written consent (which will not be unreasonably withheld, conditioned or delayed), Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Consent to any assignment or sublease shall not impair this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

#### REMOVAL OF FIXTURES

15. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which he has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

#### EVENTS OF DEFAULT

16. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant; (1) Tenant fails to pay the rental within ten (10) days of written notice; (2) Tenant abandons or vacates the Premises; (3) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease, and Tenant fails to take reasonable effort to cure such failure within thirty (30) days of Landlord's written notice; (4) Tenant is adjudicated bankrupt; (5) a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (6) Tenant, either voluntarily or involuntarily, takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be reduced or payment thereof deferred; (7) Tenant makes an assignment for benefit of creditors; or (8) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof.

#### REMEDIES UPON DEFAULT

17. Upon the occurrence of any Event of Default, Landlord may pursue any one or more of the following remedies, separately or concurrently, without any notice (except as specifically provided hereinafter) and without prejudice to any other remedy herein provided or provided by law: (a) If the Event of Default involves nonpayment of rental, and Tenant fails to cure such default within ten (10) days after receipt of written notice thereof from Landlord, or in the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental, and Tenant fails to cure, or fails to commence a cure, such default within thirty (30) days after the receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination shall be entitled to recover from the Tenant damages in an amount equal to all rental which is then due and which would otherwise have become due throughout the remaining term of this lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (b) If the Event of Default involved any matter other than those set forth in item (a) of this Paragraph 17 the Landlord may terminate this Lease by giving written notice to Tenant and upon such termination, shall be entitled to recover from Tenant damages in an amount equal to all rent which is then due and which would otherwise have become due throughout the remaining term of this Lease or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default Landlord may give to Tenant written notice of such default and advise Tenant that unless such default is cured within ten (10) days after receipt of such notice, the entire amount of the rental for the remainder of the term of this Lease or any renewal or extension thereof, shall immediately become due and payable upon the expiration of the ten day period, and thereafter, unless all the terms and provisions of this Lease are fully complied with by the



Tenant within said ten-day period, the entire amount of said rental shall thereupon become immediately due and payable without further notice to Tenant; or (d) upon any Event of Default. Landlord, as Tenant's agent, without terminating this Lease may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting; provided, however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to litigate damages by reason of Tenant's default.

#### EXTERIOR SIGNS

18. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with rules and regulations governing such signs, and the Tenant shall be responsible to Landlord for any said signs and agrees upon removal of said signs to repair all damage incidents to such removal.

#### ENTRY FOR CARDING, ETC.

19. Landlord may card the Premises "For Rent" or "For Sale" sixty (60) days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

#### EFFECT OF TERMINATION OF LEASE

20. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

#### NO ESTATE IN LAND

21. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

#### HOLDING OVER

22. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a tenant-at-will at the rental rate which is in effect at end of Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, then Tenant shall be a tenant-at-sufferance and, commencing on the date following the date of such expiration, the annual rental payable under Paragraph 3 hereof shall, for each year, or fraction thereof, during which Tenant so remains in possession, be 150% the annual rental otherwise payable under Paragraph 3 hereof. This under either case, Tenant shall be required to vacate the building within thirty (30) days by written notice to Landlord.

#### ATTORNEY'S FEE AND HOMESTEAD

23. If any rent or other sum owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay fifteen percent (15%) thereof as attorney's fees. Tenant waives all homestead rights and exemptions, which he may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord his homestead exemption.

#### RIGHTS CUMULATIVE

24. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

#### SERVICE OF NOTICE

25. Tenant hereby appoints as his agent to receive service at all dispossession or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of the Premises at the time, or occupying the Premises; and if no person is in charge of, or occupying the Premises, then such service or notice may be made by attaching the same on the main entrance to the Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from Premises.



#### WAIVER OF RIGHTS

26. No failure of Landlord to exercise any power given Landlord hereunder, or to assist upon strict compliance by Tenant of his obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver at Landlord's rights to demand exact compliance with the terms hereof.

#### DISCLOSURE OF OWNERSHIP

27. The owner of the Premises is Hall County, Georgia, whose address is P.O. Box 1435, Gainesville, GA 30503, and the person authorized to manage the Premises is Hall County, Georgia, whose address is P.O. Box 1435, Gainesville, GA 30503. Service of process and demands and notices as to the Landlord shall be made on Hall County, Georgia, whose address is P.O. Box 1435, Gainesville, GA 30503, who is authorized to acknowledge the receipt of same.

#### AGENCY DISCLOSURE

28. The Simpson Company of Georgia, Inc. has acted as agent for the Tenant in this transaction and is to be paid by the Landlord a commission of \$0.00 for negotiating this transaction.

All licensed real estate agents are obligated by law to treat you honestly and fairly. They must:

Present all offers to the owner promptly; respond honestly and accurately to questions concerning the property; disclose material facts the agent knows or reasonably should know about the property; offer the property without regard to race, creed, sex, religion, or national origin.

Representing the owner a real estate agent can provide you with information about available properties and sources of financing; show you available properties and describe their attributes and amenities; assist you in submitting an offer to purchase or lease. You may, if you feel it necessary, obtain professional advice from other sources.

The real estate agent who presents the disclosure form to you must act in compliance with his or her firm's policies. Agents for a real estate firm must represent owner of any property listed for sale or lease with that firm. They must also represent the owner of any property listed in any multiple listing service to which their firm belongs unless the owner has, in writing, released them from that obligation prior to their offering the property to a prospective purchaser. On properties not listed for sale or lease with the firm, (the firm, not the individual agent) may elect to represent either the owner of the property or the prospective purchaser or lessee.

#### TIME IS OF THE ESSENCE

29. Time is of the essence of this Lease.

#### DEFINITIONS

30. "Landlord" as used in this Lease shall include first party, his heirs, representation assigns and successors in title to the Premises. "Tenant" shall include second party, his heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant's assignees or subleases, as to the Premises covered by such assignment or sublease.

#### SPECIAL STIPULATIONS

In so far as the following stipulations conflict with any of the foregoing provisions, the following shall control:

1. See Attached Exhibits "A" and "B"

This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.



IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in triplicate, the day and year first above written.

LANDLORD: HALL COUNTY, GEORGIA

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

Its: Chairman

Date: March 6, 2018

TENANT: NORTH GEORGIA WORKS,  
INC.

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

Its: President

Date: March 8, 2018



EXHIBIT "A"

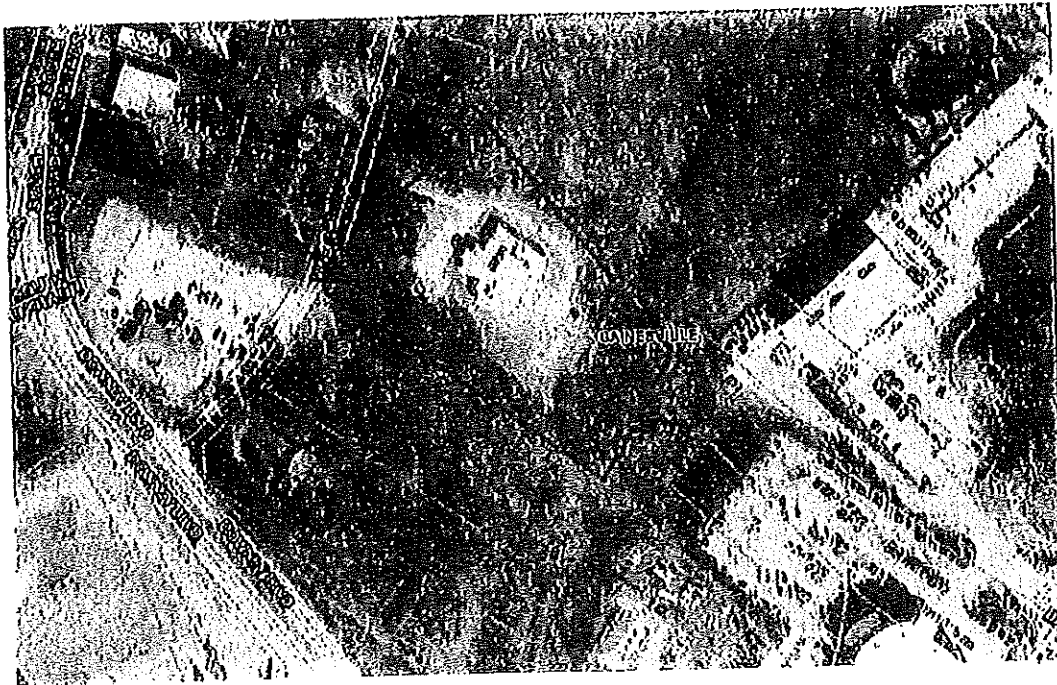




EXHIBIT "B"

SPECIAL STIPULATIONS

1. The Initial term of this lease shall be as provided in Item 2 (TERM) hereof to be followed by 24 consecutive annual renewal terms which shall automatically renew unless either party is found to be in default as provided in Item 16 hereof at the termination of the initial term or any subsequent renewal term or unless sooner otherwise terminated as herein provided.
2. This Lease shall be contingent upon Tenant obtaining all necessary permits from the City of Gainesville for using Premises as a Transitional Housing Facility for Workforce Development. If Tenant is unable to obtain all necessary permits for said use, this lease shall terminate and shall be null and void.
3. Notwithstanding any terms or provision of this lease agreement to the contrary this lease agreement shall terminate absolutely and without further obligation on the part of Hall County, Georgia at the close of the calendar or fiscal year in which it was executed and at the close of each succeeding calendar or fiscal year for which it may be renewed. O.C.G.A. Section 36-60-133(1).
4. In the event that Tenant upon taking possession of the premises should undertake to renovate the premises so as to be more suitable for Tenant's intended use, Tenant shall be responsible for removal of all county furnishings, fixtures, equipment and materials found necessary by Tenant to be removed prior to or during renovation and shall furthermore be responsible for placing such property into a facility which county approves as satisfactory and adequate for the storage of such property.
5. During the tenure of the lease Tenant shall make available for Landlord's use an interior storage space in the approximate size of 8' x 12' (96 square feet) for the use by Landlord for storage of non-hazardous material.



Tax Parcel # 01064 001023A  
and # 01064 001018A

Prepared by / Return to:  
IHS Law, LLC  
Carla J. Walker, Esq.  
340 Jesse Jewell Parkway, Suite 105  
Gainesville, GA 30501  
cwalker@ihslawllc.com

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### **QUIT-CLAIM DEED**

STATE OF GEORGIA,  
COUNTY OF HALL.

**THIS INDENTURE**, made and entered into effective as of the \_\_\_\_ day of February, 2023, by and between **HALL COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners ("Grantor") and **THE HOSPITAL AUTHORITY OF HALL COUNTY AND THE CITY OF GAINESVILLE**, a hospital authority organized and existing under the laws of the State of Georgia ("Grantee").

### **WITNESSETH:**

**WHEREAS**, Grantor, by Resolution adopted by the Board of Commissioners of Hall County, Georgia at its regular meeting on November 9, 2022, did declare that the certain real property located at 1255 Vine Street, Gainesville, Georgia more particularly described hereinbelow (the "Property") as unserviceable pursuant to Section 3.10.180 of the Hall County Code of Ordinances; and

**WHEREAS**, pursuant to that certain Improved Real Estate Transfer Agreement for Property Located at 1255 Vine Street, Gainesville, Georgia dated November 9, 2022, Grantor agreed to convey and Grantee agreed to accept said Property; and

**WHEREAS**, said conveyance has been further authorized by Resolution adopted by the governing body of Hall County, Georgia at its regular meeting on \_\_\_\_\_, a certified copy of which is attached hereto as Exhibit "A".

**NOW THEREFORE, GRANTOR**, for and in consideration of TEN (\$10.00) DOLLARS and other good and valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUIT-CLAIM unto Grantee, its successors and assigns, any and all right, title and interest of Grantor in and to that certain real property, together with all improvements thereon, more particularly described as follows:



All that tract or parcel of land lying and being in Land Lot 137, 9<sup>TH</sup> District, City of Gainesville, Hall County, Georgia, and being more particularly described as follows:

**BEGINNING** at an Iron Pin Found (1.75" Bar) on the East right of way of Vine Street (Right of Way varies) with a Georgia West State Plane Coordinate of North 1567295.70, East 2403091.19; thence leaving the East right of way of Vine Street, and along the property now or formerly of William T. Allison & Elizabeth Massey Allison, and Maria Luz Valasquez the following courses and distances South 72°06'52" East, 88.00 feet to an Iron Pin Set (1/2" rebar with a yellow cap stamped "Rochester 000484"); thence North 43°49'08" East, 18.00 feet to a point; thence North 34°22'08" East, 122.10 feet to an Iron Pin Set (1/2" rebar with a yellow cap stamped "Rochester 000484"); thence along the property now or formerly of Northeast Georgia Health System, Inc the following courses and distances South 38°13'52" East, 523.23 feet to an Iron Pin Found (2.5" Open Top); thence South 38°13'52" East, 6.60 feet to the centerline of a creek; thence along the centerline of creek the following courses and distances South 10°46'38" West, 18.08 feet to a point; thence South 74°52'11" West, 34.14 feet to a point; thence South 13°16'47" West, 49.19 feet to a point; thence South 52°58'17" East, 18.86 feet to a point; thence South 19°37'55" East, 23.14 feet to a point; thence South 19°40'00" West, 25.67 feet to a point; thence South 75°28'16" West, 8.36 feet to a point; thence North 89°31'38" West, 36.70 feet to a point; thence South 14°30'01" West, 54.62 feet to a point; thence South 27°56'36" West, 35.61 feet to a point; thence leaving the centerline of creek and along the property now or formerly of Herbert L. McClure & Mary S. McClure the following courses and distances North 55°31'13" West, 10.82 feet to an Iron Pin Found (.75" Open Top); thence North 55°31'13" West, 556.92 feet to an Iron Pin Set (1/2" rebar with a yellow cap stamped "Rochester 000484") on the East right of way of Vine Street (right of way varies); thence along the East right of way of Vine Street the following courses and distances 115.21 feet along a curve to the left, said curve having a chord of North 23°21'11" East 115.01 feet and a radius of 563.97 feet to a point; thence North 17°30'02" East, 126.30 feet to the **POINT OF BEGINNING**. Said tract contains 4.124 acres.

Said property being the same property described and conveyed by a Quitclaim Deed from the State of Georgia to Hall County, Georgia dated December 20, 2004, recorded in Deed Book 5202, Pages 286-287 of the Hall County Georgia Deed Records.

**TO HAVE AND TO HOLD** the said Property unto Grantee, so that neither the said Grantor, nor its successors or assigns, nor any other person or person claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described Property or appurtenances, or any rights thereof.

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**, Grantor has caused this deed to be executed under seal by its duly authorized representative with its seal affixed, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**HALL COUNTY, GEORGIA**, a political  
subdivision of the State of Georgia, acting by  
and through its Board of Commissioners

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Richard Higgins, Chairman  
Hall County Board of Commissioners

\_\_\_\_\_  
Notary Public  
My Comm. Expires: \_\_\_\_\_

(Notary Seal)

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

*[Seal of Hall County Affixed]*

APPROVED AS TO FORM:

\_\_\_\_\_  
William J. Linkous, III, County Attorney



**EXHIBIT "A"**

ATTACHED CERTIFIED COPY OF  
RESOLUTION AUTHORIZING CONVEYANCE



STATE OF GEORGIA

COUNTY OF HALL

**RESOLUTION TO APPROVE 1255 VINE STREET PROPERTY TRANSFER AND  
ASSIGNMENT AND ASSUMPTION OF LEASE TO THE HOSPITAL AUTHORITY OF  
HALL COUNTY AND THE CITY OF GAINESVILLE**

**WHEREAS**, on November 9, 2022 the Hall County Board of Commissioners approved and adopted a Resolution declaring that Hall County's property located at 1255 Vine Street, Gainesville, Georgia ("the Vine Street Property") is unserviceable as contemplated by Hall County Code Section 3.10.180; and

**WHEREAS**, on November 9, 2022 the Hall County Board of Commissioners approved a Real Estate Transfer Agreement with the Hospital Authority of Hall County and the City of Gainesville whereby the County agreed to transfer the Vine Street Property to the Hospital Authority on the condition that the Hospital Authority assume all of the County's obligations under its current lease as to the Vine Street Property; and

**WHEREAS**, the Hospital Authority has approved and executed the same Real Estate Transfer Agreement relating to the Vine Street Property; and

**WHEREAS**, the County has satisfied all conditions precedent to transferring the Vine Street Property to the Hospital Authority; and

**WHEREAS**, the Hall County Board of Commissioners believes that the transfer of the Vine Street Property to the Hospital Authority under the condition that the Hospital Authority assume all of the County's obligations as landlord under the current lease of the property is in the best interest of Hall County and its citizens and promotes the health, safety, and general welfare of the residents of Hall County, Georgia.



**NOW THEREFORE, THE HALL COUNTY BOARD OF COMMISSIONERS DOES HEREBY RESOLVE AS FOLLOWS:** The Hall County Board of Commissioners hereby approves the transfer of the Vine Street Property to the Hospital Authority via Quit Claim Deed prepared by the parties and authorizes the Chairman to execute the Quit Claim Deed and all documents necessary to effectuate the transfer, subject to the review and approval of the County Attorney. The Hall County Board of Commissioners further approves the Assignment and Assumption of Lease with Consent of Tenant prepared by the parties and authorizes the Chairman to execute said document and all documents necessary to effectuate the assignment and assumption of the lease, subject to the review and approval of the County Attorney.

**SO RESOLVED** this the \_\_\_\_\_ day of March, 2023.

**HALL COUNTY BOARD OF  
COMMISSIONERS**

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

ATTEST:

\_\_\_\_\_  
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William J. Linkous III, County Attorney





## AGENDA ITEM

### County Attorney

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**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 143/2023

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution to amend the Hall County Code of Ordinances relating to the International Fire Code, subject to review and approval by the County Attorney.

---

### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

### Executive Summary:

**Presenter:** WJLCA

**Recommendation:**  
Approval.

### Purpose of Request:

To approve the resolution amending the Hall County Code so as to remove the appeal and variance provisions relating to the International Fire Code.

### History:

Hall County Code section 15.10.110 (B) currently provides for appeals and variances to the International Fire Code, which the County has adopted pursuant to Hall County Code section 15.10.020.

### Facts and Issues:

O.C.G.A. Section 25-2-12 (a) (7) prohibits Hall County from allowing any waiver or variance which would excuse any building structure, or proposed plans for buildings or structures from compliance with the state minimum fire safety standards as adopted in the rules and regulations promulgated by the State of Georgia. Therefore, this ordinance change would replace the appeal and variance provisions of Hall County Code section 15.10.110 (B) with a new subsection (B) which would allow appeals solely based upon a "mistake of fact" by the fire code official. Appeals would be heard by a Hearing Officer and the Hearing Officer's recommendation would be reviewed by the Board of Commissioners.

### Options:

Approve or deny the resolution.

**Funding Requested**

\$ 0.00

**Are funds within current budget?**

Yes

**Source of Funds**

N/A



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

Yes

**Has it been reviewed by the County Attorney?**

Yes

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

2023-03-23

**Approvals:**

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

---

**Attachments:**

Resolution Amending Hall County Code Relating to International Fire Code





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

**AGENDA ITEM 143/2023**

**Funds Requested:** \$ 0.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

N/A

No

**Funding Source Items:**

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** WJLICA

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



STATE OF GEORGIA  
COUNTY OF HALL

**A RESOLUTION TO AMEND THE CODE OF ORDINANCES OF HALL COUNTY**  
**WITH REGARD TO THE INTERNATIONAL FIRE CODE**

**WHEREAS**, pursuant to Hall County Code Section 15.10.020 Hall County has adopted certain minimum standard codes, including the International Fire Code and the International Building Code, and pursuant to said Code Section, Hall County automatically adopts all amendments and revisions to said codes as they are enacted by the State of Georgia; and

**WHEREAS**, Hall County has enacted certain Code provisions relating to the International Fire Code and state minimum fire safety standards, including appeal and variance provisions; and

**WHEREAS**, O.C.G.A § 25-2-12 (a) (7) controls the power of Hall County to consider appeals and variances in matters relating to state minimum fire safety standards; and

**WHEREAS**, Hall County wishes to bring the provisions of its Code relating to appeals and variances of the state minimum fire safety standards into conformity with O.C.G.A. § 25-2-12 (a) (7) so as to provide the County's citizens and taxpayers with notice of the limitations on the County's power as it relates to such minimum fire safety standards; and

**WHEREAS**, the County's Board of Commissioners believes that changes to its Code of Ordinances relating to appeals and variances as to the state minimum fire safety standards as described herein are in the best interests of residents and businesses of Hall County, Georgia, and would promote the public health, safety, and general welfare of such residents and businesses.

**NOW, THEREFORE**, the Board of Commissioners does hereby amend The Official Code of Hall County, Georgia as follows:



1.

Section 15.10.110 (International Fire Code, amendments.) of the Hall County Code is hereby amended deleting subsection (B) in its entirety, and by substituting in place thereof the following:

B. *Appeals.*

1. Pursuant to O.C.G.A. § 25-2-12 (a) (7), Hall County has no authority to grant a waiver or variance which would excuse any building, structure, or proposed plans for buildings or structures from compliance with the state minimum fire safety standards as adopted in the rules and regulations promulgated by the State of Georgia. Accordingly, no such waiver or variance shall be granted by Hall County.

2. A party that has been adversely affected by a decision of the County's fire code official may appeal the decision of the fire code official only when a mistake of fact has led to the determination made by the fire code official and the party appealing seeks to correct that mistake of fact. Appeals for any other reason, including appeals relating to the interpretation of the state minimum fire safety standards, are prohibited and will be immediately returned to the applicant. An applicant may file an appeal alleging a mistake of fact by submitting the appeal in writing with a full description of the alleged mistaken fact(s), together with any and all documents relating to the appeal, to the County Clerk within 30 days of the fire code determination or decision complained of.

3. The appeal shall be heard by a Hearing Officer following notice to the appellant and to the fire code official at issue. To the extent possible, the procedure for such appeals shall follow the Hearing Officer procedure utilized in Title 5 of this Code relating to suspensions or revocations of alcoholic beverage licenses. Pursuant to said procedure, the Hearing Officer shall



issue a recommendation to the Board of Commissioners as to whether the fire code officer's determination is based upon a mistake of fact(s), and if so, shall identify said mistake and recommend a correction of said mistaken fact(s). The Board of Commissioners shall either approve or deny the recommendation of the Hearing Officer without public hearing based upon the recommendation and supporting documents submitted to the Board by the Hearing Officer. If the Board decides that a mistake of fact has led to the determination by the fire code official, then the Board shall identify said fact (if not already identified by the Hearing Officer's recommendation), and the fire code official shall apply all the provisions of the fire code, including the state minimum fire safety standards, to the corrected fact(s).

2.

The remaining provisions of Section 15.10.110 of the Hall County Code of Ordinances shall remain as they were, unchanged by this amendment.

3.

This ordinance will become effective upon approval and execution.

**SO RESOLVED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**HALL COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Richard Higgins, Chairman

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
William J. Linkous III, County Attorney





## AGENDA ITEM

### Fire Rescue

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**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 127/2023

**SUBJECT:** Approve the award of IFB #048-43 Fire Rescue Training Breathing Air Compressor for Fire Rescue to Ten-8 Fire & Safety, LLC of Bradenton, FL, in the amount of \$50,969.11.

---

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** CA

**Recommendation:** Approve

#### Purpose of Request:

Fire Rescue Training is in need of one (1) new Breathing Air Compressor.

#### History:

The Breathing Air Compressor was competitively bid through the IFB #048-43 solicitation, with Ten-8 Fire & Safety, LLC providing the lowest overall cost.

#### Facts and Issues:

The new compressor will replace the current breathing air compressor at the fire training center which cannot be repaired as the parts are no longer available for the make and model that is now in use. Parts are readily available for the Arctic brand compressor and our current service provider is licensed to work on the Arctic brand as well.

#### Options:

#### Funding Requested

\$ 50,969.11

#### Are funds within current budget?

Yes

#### Source of Funds

Capital Projects

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

Yes

#### Has it been reviewed by the County Attorney?

Yes

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

#### Approvals:



<b>Buyer</b>	<b>submit</b>	<b>approve</b>	<b>Purchasing</b>
JD	CA	CA	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
EW	WG	WLI	CR
<b>Clerk</b>			
JR			

**Attachments:**  
Financial Supplement  
IFB 048-43 Bid Tab  
IFB 048-43 Ten-8 Cost Proposal





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

**AGENDA ITEM 127/2023**

**Funds Requested:** \$ 50,969.11

**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	527 - FIRE DIST CAPITAL PROJECT	6007 - OTHER EQUIPMENT	\$50,969.11

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BM

**Phone:** 678-343-0636



IFB #048-43 Fire Rescue Training Air Compressor		TEN-8 FIRE & SAFETY		BREATHING AIR SYSTEMS	
		BRADENTON, FL		CHATTANOOGA, TN	
No.	Item Description	Unit Price	Lead Time	Unit Price	Lead Time
1	Compresor	\$ 36,329.60	14 WEEKS	\$51,065.10	10-12 WKS
2	Tyriple Cylinder Fill Station	\$ 11,524.40	14 WEEKS	\$16,551.04	10-12 WKS
3	Hose - 240 IN (20 FT) 7,000 PSI Hose	\$ 198.11	14 WEEKS	\$300.00	10-12 WKS
4	Removal Charge	\$ 500.00	14 WEEKS	\$0.00	10-12 WKS
5	Installation Charge	\$ 1,000.00	14 WEEKS	\$1,620.00	10-12 WKS
6	Freight Charge	\$ 1,417.00	14 WEEKS	\$1,400.00	10-12 WKS
7	OTHER CHARGES	\$ -		\$3,206.97	10-12 WKS
		\$ 50,969.11		\$74,143.11	

ARTIC COMPRESSOR	BAUER COMPRESSOR
------------------	------------------

**RECOMMENDED AWARD:**  
**TEN - 8 FIRE & SAFETY - \$50,969.11**

**BIDS MAILED: 27 HALL: 2**



**Exhibit C**  
**Mandatory Cost Proposal Worksheet**  
**IFB #048-43**

**Company Name:** Ten-8 Fire & Safety LLC

**Bidder Name:** Derick Bouwer

**Bidder Signature:** 

**Date:** 2/27/23

<u>Item</u>	<u>Qty</u>	<u>UOM</u>	<u>Description</u>	<u>Bidders Response</u>
1.	1	EA	Compressor	Unit Price: <u>\$36,329.60</u> Ordering Part No: <u>C-E4-20-A6-E3C</u> Lead Time: <u>14 Weeks</u>
2.	1	EA	Triple Cylinder Fill Station 6000 PSI Certified	Unit Price: <u>\$11,524.40</u> Ordering Part No: <u>C-FS3C55</u> Lead Time: <u>14 Weeks</u>
3.	1	EA	Hose – 240 inches (20Ft) 7,000 PSI hose with ends	Unit Price: <u>\$198.11</u> Ordering Part No: <u>A-H1000-0240</u> Lead Time: <u>14 Weeks</u>
4.	1	EA	Removal Charge	Unit Price: <u>\$500.00</u>
5.	1	EA	Installation Charge	Unit Price: <u>\$1,000.00</u>
6.	1	EA	Freight Charge	Unit Price: <u>\$1,417.00</u>
7.	<b>OTHER CHARGES</b> – Specify on Exceptions Form			<u>\$0.00</u>
<b>Total Bid Amount:</b>				<u>\$ 50,969.11</u>

**Time for Order to delivery:** 14 Weeks

**Warranty: Include time and coverage details:** See Attached





## AGENDA ITEM

### Management Information Systems

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**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 112/2023

**SUBJECT:** Approve the renewal of annual contract RFQ/P #41-010 Financial Information System Software for Financial Services to Tyler Technologies, Inc. of Yarmouth, ME, in the amount of \$604,987.00.

---

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** DS

**Recommendation:**  
Approve.

#### Purpose of Request:

Approve the software maintenance agreement for the County with Tyler Technologies, Inc.

#### History:

For year two (2) renewal of a five (5) year agreement.

#### Facts and Issues:

RFQ/P #41-010 Financial Information System Software was awarded to Tyler Technologies, Inc. for the Enterprise ERP product (formally known as MUNIS) of Yarmouth, ME at the 3/25/21 voting meeting, item #428/2022. This was approved to be a five (5) year agreement to be invoiced annually in the amount of \$604,987.00. The next invoice will cover the period from 4/1/23 - 3/31/24.

#### Options:

**Funding Requested**

\$ 604,987.00

**Are funds within current budget?**

Yes

**Source of Funds**

General

**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>Purchasing</b>	<b>Budget</b>
DH	DS	AP	EW
<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
WG	WLI	CR	JR

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**Attachments:**

Financial Supplement

#41-010 Original signed agreement

#41-010 Original quote to cover five (5) years

#41-010 Original agenda item





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

**AGENDA ITEM 112/2023**

**Funds Requested:** \$ 604,987.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

General

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2023	001 - GENERAL	105 - M.I.S.	4487 - COMPUTER REPAIRS & MAINT	\$151,247.00
2024	001 - GENERAL	105 - M.I.S.	4487 - COMPUTER REPAIRS & MAINT	\$453,740.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** DS

**Phone:** 770-531-6707



# Hall County Financial Services

## SIGNATURE REQUEST ROUTE SHEET

Document name: Tyler Technologies Contract

Date: 03/22/2021

Due date: 03/25/2021

Has this document been approved by the Board of Commissioners?

☐ Yes ☐ No

Date of voting meeting: 03/25/2021

Agenda Item No: 4 (Work Session)

### DOCUMENT TYPE (SELECT BELOW):

- |   |   |
|---|---|
| <input type="checkbox"/> Financial Report               | <input type="checkbox"/> Grant Application            |
| <input checked="" type="checkbox"/> Purchasing Contract | <input type="checkbox"/> Grant Drawdown/Reimbursement |
| <input type="checkbox"/> Purchasing Letter to Proceed   | <input type="checkbox"/> Grant Financial Report       |
| <input type="checkbox"/> MOU/MOA                        | <input type="checkbox"/> Grant Progress Report        |
| <input type="checkbox"/> Official Letter/Correspondence | <input type="checkbox"/> Miscellaneous                |

### PREPARER REVIEW SECTION (must be completed by preparer)

- 1) Reviewed document  
☒ Yes ☐ No
- 2) Reviewed all budget/financial information  
☒ Yes ☐ No
- 3) County Attorney review/approval  
☒ Yes ☐ No

\*If no, state explanation:

### SPECIAL INSTRUCTIONS (must be completed by preparer)

- 1) Does this need to be notarized?  
☐ Yes ☒ No
- 2) Does this require a witness?  
☐ Yes ☒ No

\*Additional instructions:

two copies - one for Hall Co &  
one for vendor

### APPROVAL (initial and date)

Prepared by: [Signature] 03/22/2021  
Reviewed by: [Signature]  
2nd Review by: [Signature]  
Routed to Admin: [Signature]

Notarized by: N/A  
Witnessed by: N/A  
Admin/Clerk: [Signature] 3-25-2021  
Routed to FS: [Signature] 3-26-21





## SOFTWARE AS A SERVICE AGREEMENT

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

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

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

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Hall County, Georgia.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of concurrent and named users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. For the avoidance of doubt, the Defined Users for EnerGov labeled modules shall be named users.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current



Invoicing and Payment Policy is attached as Exhibit B.

- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our



Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.



- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to



supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

## SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are based on the scope of the project as of the Effective Date and are payable in accordance with our Invoicing and Payment Policy. We will bill you the actual fees incurred based on the in-scope services provided to you, up to the maximum amounts set forth in the Investment Summary. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project



deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

9.2 provide support during our established support hours;

9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.



## SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
  - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
  - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

## SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.



## SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years, comprising a first one (1) year term plus four (4) additional one (1) year renewal terms, (collectively, the “Initial Term”), from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. For the avoidance of doubt, the parties agree that this Agreement shall terminate absolutely and without further obligation on the part of the Client at the end of each year of the Initial Term and every subsequent renewal term thereafter. Upon expiration of the Initial Term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don’t cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
  - 2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the Initial Term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the Initial Term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
    - a. if you terminate during the first year of the Initial Term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the Initial Term;



- b. if you terminate during the second year of the Initial Term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the Initial Term; and
- c. if you terminate after the second year of the Initial Term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the Initial Term.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

### **1. Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

### **2. General Indemnification.**

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



- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## SECTION H – GENERAL TERMS AND CONDITIONS

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



such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in



performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be



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

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Sr. Corporate Attorney

Date: 03/05/2021

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Hall County, Georgia

By: [Signature]

Name: Richard Higgins

Title: Chairman, Hall County Board of Commissioners

Date: 03/25/2021

Address for Notices:

Hall County  
2875 Browns Bridge Road  
Gainesville, GA 30504  
Attention: \_\_\_\_\_





Quoted By: David Regnery  
 Date: 3/16/2021  
 Quote Expiration: 4/15/2021  
 Quote Name: Hall County-ERP-Munis  
 Quote Number: 2020-117466  
 Quote Description: RFQ/P #41-010

**Sales Quotation For**

Hall County  
 2875 Browns Bridge Rd  
 Gainesville, GA 30504-5635  
 Phone +1 (770) 535-8288

*5 years*

SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
<b>Financial:</b>					
Accounting/GL	5.0	\$122,126.00	312	\$57,720.00	\$24,200.00
Accounts Payable	5.0	\$33,598.00	96	\$17,760.00	\$0.00
Bid Management	5.0	\$14,626.00	72	\$13,320.00	\$0.00
BMI Asset Track Interface	5.0	\$3,432.00	40	\$7,400.00	\$0.00
Budgeting	5.0	\$33,598.00	124	\$22,940.00	\$0.00
Capital Assets	5.0	\$30,165.00	144	\$26,640.00	\$4,500.00
Cash Management	5.0	\$22,939.00	96	\$17,760.00	\$0.00
Contract Management	5.0	\$14,305.00	72	\$13,320.00	\$0.00
Employee Expense Reimbursement	5.0	\$11,865.00	72	\$13,320.00	\$0.00
Project & Grant Accounting	5.0	\$19,786.00	112	\$20,720.00	\$9,500.00
Purchasing	5.0	\$54,636.00	328	\$60,680.00	\$4,000.00
<b>Human Capital Management:</b>					
ExecuTime Advanced Scheduling	5.0	\$22,599.00	80	\$14,800.00	\$0.00
ExecuTime Advanced Scheduling Mobile Access	5.0	\$2,352.00	0	\$0.00	\$0.00
ExecuTime Time & Attendance Mobile Access	5.0	\$3,003.00	0	\$0.00	\$0.00
ExecuTime Time & Attendance	5.0	\$36,662.00	216	\$39,960.00	\$0.00
Human Resources & Talent Management	5.0	\$17,142.00	156	\$28,860.00	\$10,000.00



SaaS			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion
Payroll w/ESS	5.0	\$22,592.00	260	\$48,100.00	\$17,800.00
Recruiting	5.0	\$4,505.00	32	\$5,920.00	\$0.00
<b>Revenue:</b>					
Accounts Receivable	5.0	\$26,356.00	216	\$39,960.00	\$0.00
General Billing	5.0	\$13,862.00	124	\$22,940.00	\$0.00
<b>Productivity:</b>					
eProcurement	5.0	\$21,849.00	64	\$11,840.00	\$0.00
Munis Analytics & Reporting	5.0	\$21,115.00	128	\$23,680.00	\$0.00
Tyler Content Manager SE	5.0	\$36,628.00	64	\$11,840.00	\$0.00
Tyler ReadyForms Processing (including Common Form Set)	5.0	\$15,246.00	0	\$0.00	\$0.00
<b>TOTAL:</b>		<b>\$604,987.00</b>	<b>2808</b>	<b>\$519,480.00</b>	<b>\$70,000.00</b>

#### Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Not-To-Exceed Implementation	760	\$185.00	\$0.00	\$140,600.00
Post-Implementation Process Flow	28	\$185.00	\$0.00	\$5,180.00
Munis Executive Insights Implementation	1	\$10,500.00	\$0.00	\$10,500.00
Project Management	448	\$185.00	\$0.00	\$82,880.00
VPN Device	1	\$4,000.00	\$0.00	\$4,000.00
<b>TOTAL:</b>				<b>\$243,160.00</b>

#### 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Pattern Stream Automated Document System	1	\$38,000.00	\$0.00	\$38,000.00	\$7,600.00	\$0.00	\$7,600.00
Pattern Stream Automated Document System - Implementation	64	\$175.00	\$0.00	\$11,200.00	\$0.00	\$0.00	\$0.00
Tyler Secure Signature System with 2 Keys	1	\$1,650.00	\$0.00	\$1,650.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>			<i>\$0.00</i>	<i>\$1,650.00</i>			<i>\$0.00</i>



**Optional SaaS**

			One Time Fees		
Description	# Years	Annual Fee	Impl. Hours	Impl. Cost	Data Conversion

**Financial:**

BMI CollectIT Interface	5.0	\$3,432.00	40	\$7,400.00	\$0.00
Inventory	5.0	\$30,165.00	144	\$26,640.00	\$7,000.00

**Revenue:**

Tyler Cashiering	5.0	\$37,050.00	80	\$14,800.00	\$0.00
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**Additional:**

Asset Maintenance (100)	5.0	\$167,200.00	648	\$119,880.00	\$0.00
CAFR Statement Builder	5.0	\$16,040.00	32	\$5,920.00	\$0.00
EnerGov Advanced Automation Bundle	5.0	\$25,735.00	40	\$7,400.00	\$0.00
EnerGov Business Management Suite (10)	5.0	\$18,370.00	440	\$81,400.00	\$14,100.00
EnerGov Citizen Self Service - Business Management	5.0	\$18,428.00	40	\$7,400.00	\$0.00
EnerGov Citizen Self Service - Community Development	5.0	\$18,428.00	40	\$7,400.00	\$0.00
EnerGov Community Development Suite (100)	5.0	\$183,700.00	1092	\$202,020.00	\$30,550.00
EnerGov e-Reviews	5.0	\$33,032.00	136	\$25,160.00	\$0.00
EnerGov iG Workforce Apps (10)	5.0	\$6,120.00	32	\$5,920.00	\$0.00
MyCivic Bundle	5.0	\$20,000.00	96	\$17,760.00	\$0.00
Requestor Access License	5.0	\$4,171.00	0	\$0.00	\$0.00
Socrata Open Finance	5.0	\$38,000.00	0	\$0.00	\$0.00
Tyler 311/Incident Management	5.0	\$21,411.00	96	\$17,760.00	\$0.00
Tyler Detect	5.0	\$45,000.00	0	\$0.00	\$0.00
Tyler GIS - Site License	5.0	\$23,815.00	0	\$0.00	\$0.00
<b>TOTAL:</b>		<b>\$710,097.00</b>	<b>2956</b>	<b>\$546,860.00</b>	<b>\$51,650.00</b>

**Optional Tyler Software & Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
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**Additional:**

Contracts - G	\$0.00	0	\$0.00	\$6,000.00	\$6,000.00	\$0.00
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**Optional Tyler Software & Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>TOTAL:</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$0.00</b>

**Optional Other Services**

Description	Quantity	Unit Price	Discount	Extended Price
EnerGov Business Management Forms Library (6 Forms)	1	\$10,200.00	\$0.00	\$10,200.00
EnerGov Community Development Forms Library (5 Forms)	1	\$8,925.00	\$0.00	\$8,925.00
Install Fee - Socrata Open Finance	1	\$7,000.00	\$0.00	\$7,000.00
Install Fee - Tyler Detect	1	\$2,000.00	\$0.00	\$2,000.00
<b>TOTAL:</b>				<b>\$28,125.00</b>

**Optional Conversion Details (Prices Reflected Above)**

Description	Unit Price	Unit Discount	Extended Price
Contracts	\$6,000.00	\$0.00	\$6,000.00
EnerGov Business Management - Conversion	\$14,100.00	\$0.00	\$14,100.00
EnerGov Community Development - Conversion	\$30,550.00	\$0.00	\$30,550.00
Inventory - Commodity Codes	\$2,500.00	\$0.00	\$2,500.00
Inventory Std Master	\$4,500.00	\$0.00	\$4,500.00
<b>TOTAL:</b>			<b>\$57,650.00</b>

**Optional 3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	1	\$260.00	\$0.00	\$260.00	\$0.00	\$0.00	\$0.00
Hand Held Scanner - Model 1950GSR	1	\$450.00	\$0.00	\$450.00	\$0.00	\$0.00	\$0.00
Koa Hills - Chart of Accounts (COA) Re-design Leadership	1	\$61,920.00	\$0.00	\$61,920.00	\$0.00	\$0.00	\$0.00
Koa Hills - Data Conversion Assistance - EnerGov	1	\$77,280.00	\$0.00	\$77,280.00	\$0.00	\$0.00	\$0.00
Koa Hills - Data Conversion Assistance - Finance	1	\$45,300.00	\$0.00	\$45,300.00	\$0.00	\$0.00	\$0.00
Koa Hills - Data Conversion Assistance - HCM	1	\$24,420.00	\$0.00	\$24,420.00	\$0.00	\$0.00	\$0.00



### 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
3rd Party Software Sub-Total:			\$0.00	\$38,000.00		\$0.00	\$7,600.00
3rd Party Services Sub-Total:			\$0.00	\$11,200.00			\$0.00
<b>TOTAL:</b>				<b>\$50,850.00</b>			<b>\$7,600.00</b>

### Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$0.00	\$0.00
Total SaaS	\$0.00	\$604,987.00
Total Tyler Services	\$832,640.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$50,850.00	\$7,600.00
<b>Summary Total</b>	<b>\$883,490.00</b>	<b>\$612,587.00</b>
<b>Contract Total</b>	<b>\$3,916,025.00</b>	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$64,390.00	

Annual



**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
Accounting - Actuals up to 3 years	\$3,000.00	\$0.00	\$3,000.00
Accounting - Budgets up to 3 years	\$3,000.00	\$0.00	\$3,000.00
Accounting Standard COA	\$3,500.00	\$0.00	\$3,500.00
Accounts Payable - Checks up to 5 years	\$5,200.00	\$0.00	\$5,200.00
Accounts Payable - Invoice up to 5 years	\$6,500.00	\$0.00	\$6,500.00
Accounts Payable Standard Master	\$3,000.00	\$0.00	\$3,000.00
Capital Assets Std Master	\$4,500.00	\$0.00	\$4,500.00
Human Resources - Certifications	\$2,000.00	\$0.00	\$2,000.00
Human Resources - Education	\$2,000.00	\$0.00	\$2,000.00
Human Resources - PM Action History up to 5 years	\$2,000.00	\$0.00	\$2,000.00
Human Resources - Position Control	\$2,000.00	\$0.00	\$2,000.00
Human Resources - Recruiting	\$2,000.00	\$0.00	\$2,000.00
Payroll - Accrual Balances	\$2,500.00	\$0.00	\$2,500.00
Payroll - Accumulators up to 5 years	\$2,000.00	\$0.00	\$2,000.00
Payroll - Check History up to 5 years	\$2,000.00	\$0.00	\$2,000.00
Payroll - Deductions	\$2,800.00	\$0.00	\$2,800.00
Payroll - Earning/Deduction Hist up to 5 years	\$3,500.00	\$0.00	\$3,500.00
Payroll - Standard	\$3,000.00	\$0.00	\$3,000.00
Payroll - State Retirement Tables	\$2,000.00	\$0.00	\$2,000.00
Project Grant Accounting - Actuals up to 3 years	\$3,000.00	\$0.00	\$3,000.00
Project Grant Accounting - Budgets up to 3 years	\$3,000.00	\$0.00	\$3,000.00
Project Grant Accounting Standard	\$3,500.00	\$0.00	\$3,500.00
Purchasing - Purchase Orders - Standard Open PO's only	\$4,000.00	\$0.00	\$4,000.00
<b>TOTAL:</b>			<b>\$70,000.00</b>



Koa Hills - Tyler Hosted Archive Database - Financials	1	\$0.00	\$0.00	\$0.00	\$20,430.00	\$0.00	\$20,430.00
Koa Hills - Tyler Hosted Archive Database - HCM	1	\$0.00	\$0.00	\$0.00	\$16,000.00	\$0.00	\$16,000.00
3rd Party Hardware Sub-Total:			\$0.00	\$710.00			\$0.00
3rd Party Software Sub-Total:			\$0.00	\$0.00		\$0.00	\$36,430.00
3rd Party Services Sub-Total:			\$0.00	\$208,920.00			\$0.00
TOTAL:				\$209,630.00			\$36,430.00

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O. #: \_\_\_\_\_

All primary values quoted in US Dollars





## AGENDA ITEM

### Consent Agenda

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**REPORT TO:** Work Session (03/22/21)

**REPORT TO:** Voting Meeting (03/25/21)

**ITEM NO:** 134/2021

**SUBJECT:** Approve the award of RFQ/P #41-010 Financial Information System Software to Tyler Technologies, Inc. of Yarmouth, ME in the amount of \$1,560,467.00 and authorize an additional Financial Services position.

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#### Meetings:

**Work Session Date:** 03/22/21

**Voting Meeting Date:** 03/25/21

#### Executive Summary:

**Presenter:** DB

**Recommendation:**

Approve the award of RFQ/P #41-010 Financial Information System Software to Tyler Technologies, Inc. of Yarmouth, ME in the amount of \$1,560,467.00 and authorize an additional Financial Services position.

**Purpose of Request:**

Approve the award of RFQ/P #41-010 Financial Information System Software to Tyler Technologies, Inc. of Yarmouth, ME in the amount of \$1,560,467.00 and authorize an additional Financial Services position.

**History:**

**Facts and Issues:**

**Options:**



To approve the purchase of new cloud-based Financial Information System Software that will provide a robust solution to the demands of Hall County's growth and replace the present system. Hall County currently utilizes Central Square Finance Plus. The County has been using this same system for many years, and it is not able to meet the needs that Hall County requires from its Financial Information System Software. Some of the software components are reaching the 'end of life' and will no longer be supported by the respective manufacturer. As Hall County continues to grow, a more advanced full-function and integrated financial system is needed to support the level of constituent service and fiscal management that Hall County requires and Hall County residents deserve. The new system software will be cloud based and supported by contracted technicians and equipment. This system will also have a more robust back-up network, along with the ability to follow the appropriate account structure, run necessary reports, incorporate needed workflows, and contains all modules that the County needs to operate as efficiently and effectively as possible. Tyler Technologies Financial Information System Software was the only option that was able to meet all requirements outlined in the RFQ/P. In addition to the award of RFQ/P #41-010 to Tyler Technologies, Inc., this request also includes the addition of one (1) full-time Financial Services position responsible for managing this project and implementation. The annual salary for this position will be \$65,000.00 with an all in annual cost (salary + benefits) of \$98,715.66. However, only three (3) months of this will be realized in FY 2021 or \$24,678.92.

<b>Funding Requested</b>	\$ 1,585,145.92
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	SPLOST VIII & Capital 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>	

**Approvals:**

Buyer	Submit	Purchasing	Budget
CP	CP	CP	EW
Finance	Attorney	Administration	Clerk
NB	VS	ZP	LR

**Attachments:**

Financial Supplement  
41-010 FISS Software Service Agreement  
41-010 FISS Bid Tab  
Project Manager Cost Worksheet





## AGENDA ITEM

### Planning and Development

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**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 117/2023

**SUBJECT:** Approve the award of RFP #043-020 Zero Emission Vehicle Transition-Hall Area Transit for Gainesville-Hall Metropolitan Planning Organization (GHMPO) and Hall Area Transit to Planning Communities, LLC of Raleigh, NC, in the amount of \$50,639.00.

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#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** JBTPDFG

**Recommendation:**

The evaluation committee for Bid #43-020 chose Planning Communities, LLC. after evaluating each proposal presented. The proposed price is well within the budget for this project as well.

#### Purpose of Request:

Approve the award of RFP #043-020 Zero Emission Vehicle Transition - Hall Area Transit for Gainesville - Hall Metropolitan Planning Organization and Hall Area Transit to Planning Communities, LLC of Raleigh, NC. The cost is \$50,639.00.

#### History:

GHMPO is seeking a consultant to develop a Zero Emission Vehicle Transition Plan for Hall Area Transit. Hall Area transit currently serves all of Hall County, including all municipalities. Hall Area Transit currently operates a Microtransit on-demand service called WeGo. Hall Area Transit (HAT) is a part of the Gainesville/Hall County Community Services department in Gainesville, Georgia, and provides transit services in the City of Gainesville as well as throughout Hall County, Georgia.

Historical data of each transit service operated by HAT before introducing the agency's WeGo micro-transit service including unlinked passenger trips and vehicles operated in maximum service, according to the transit agency's National Transit Database (NTD) 2020 agency profile. HAT's service area covers 361 square miles and is capped at 199,999 people by NTD.

#### Facts and Issues:

#### Options:



WeGo is available on-demand with 15-minute wait times in Gainesville and up to 45-minute wait times in Hall County, operating weekdays from 6 am to 6 pm. One-way trips up to five miles in length cost \$2.00 and trips longer than five miles cost \$2.00 plus \$0.50 for each mile over five miles. Fares are paid with credit, debit, or prepaid cards stored in the Via app or using a pre-purchased voucher.

WeGo is a service operated in partnership with Via Transportation, Inc. Via supplies the necessary technology (user-facing app, website, call center, and back-office data portal for KCM), and the City of Gainesville drivers operate a fleet of 17 ADA-accessible city-owned vehicles (shown in Figure 2). HAT acts as the service administrator and provides funding for the service.

Additionally, the selection of a hybrid service model (a contract for use of Via's technology with city drivers and vehicles) was strategically designed to act as a failsafe—if the new service model was not well-accepted it could easily be transitioned to another service without the need to hire drivers or purchase vehicles.

<b>Funding Requested</b>	\$ 50,639.00
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	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:**

Submit	Approve	Budget	Finance
JR	SY	EW	WG
Attorney	Administration	Clerk	
WLI	CR	JR	

**Attachments:**

Financial Supplement  
Zero Emission Vehicle Transition Plan Contract  
Exhibit C - Mandatory Cost Proposal  
RFP/Q 43-020 Bidder's Response  
RFP/Q 43-020 Bid Tab  
RFP/Q 43-020 Score Sheet





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

**AGENDA ITEM 117/2023**

**Funds Requested:** \$ 50,639.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Grants

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2023	017 - GRANTS	877 - G'VILLE-HALL MPO	4419 - TECHNICAL & PROFESSIONAL	\$50,639.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** RD

**Phone:** 770-297-5544





# Hall County Government

## FINANCIAL SERVICES

### CONTRACT #43-020

For the provision of Services for

## Zero Emission Vehicle Transition Plan – Hall Area Transit

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

#### ARTICLE #101 - INTRODUCTION

This Contract for the purpose of conducting a Zero Emission Vehicle Plan, (hereinafter “Services”) as entered into on March 23, 2023, between; **Hall County, Georgia** (hereinafter “County”) located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Planning Communities, LLC (hereinafter “Contractor”). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a “Party” and collectively as the “Parties”.

**Whereas**, the parties do mutually desire to enter into this Contract to document the purchase of equipment and installation of equipment or other valuable consideration by the Contractor to the County in exchange for payment as compensation.

“This Contract is the result of the competitively bid RFQ/P# 43-020, the Contractor’s response to the competitive bid, the Scope of Work, Exhibits, Attachments, and references are all incorporated herein by reference. Therefore, in consideration of the terms-and-conditions and mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by both parties, the parties hereto agree as follows:

#### ARTICLE #102 – CONTRACT

- A. Contractor agrees to provide the Services to the County as detailed herein and in **Scope of Work**, and for the location and services as described in the RFQ/P #43-020 and the bidder’s response.
- B. County hereby agrees to the compensation as provided in the attached bidder’s response entitled **Exhibit C – Mandatory Cost Proposal Worksheet**, which are herein incorporated thereof by

Revised 12/19/2022



reference, for the cost of \$50,639.00, billed only when the work is completed and in one (1) invoice.

**ARTICLE #103 - NOTICES:**

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

**COUNTY PROJECT MANAGER**

Joseph Boyd  
Transportation Planning Director  
Gainesville-Hall Metropolitan Planning  
2875 Browns Bridge Rd  
Gainesville, GA 305074  
jboyd@hallcounty.org  
770-297-5541

**COUNTY ISSUING OFFICER**

Julie Dorough  
Buyer  
Hall County Financial Services  
2875 Browns Bridge Rd  
Gainesville, GA 30504  
jdorough@hallcounty.org  
770-535-8270

**CONTRACTOR'S CONTACT INFO**

Teresa Townsend  
CEO  
Planning Communities, LLC  
9121 Anson Way, Ste. 200  
Raleigh, NC 27615  
ttownsend@planningcommunities.com  
919-803-6862

**REMIT-TO ADDRESS**

Company's FEIN # \_\_\_\_\_  
PO BOX/DRAWER \_\_\_\_\_  
Enter Legal Company Name  
Enter Street Address  
Enter City, State, Zip  
Enter Email Address  
Enter Phone

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS:**

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

**ARTICLE #105 – CONTRACT TERM:**

- A. Initial Contract Term.** This Contract is effective on the date of signature shown in *ARTICLE #101* by all parties unless a future date is so noted on this contract. The term will last until job is complete from the date of execution, unless terminated by the parties pursuant to *ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE*, thereof.
- B. Contract Renewal. N/A** The County shall have the option, in its sole discretion, to renew the Contract for up to **Four (4), One (1) Year Renewal Options**. The price, terms, and conditions in effect at the time of each renewal(s) shall remain the same unless the Contract is amended by mutual agreement.



Renewal(s) will depend upon the best interests of the County, available funding, and Contractor's performance. The County may execute its renewal options through the issuance of a Contract Renewal Document, with the evidence thereof in writing and signature by both Parties. The County does not accept nor acknowledge automatic renewals and shall have no obligations, payment or otherwise, associated therewith.

- C. Contract Extension. N/A** The County and the Contractor may enter into a Contract Extension term past the renewal period to continue the services if this Contract terminates, or is likely to terminate, prior to the making of a new award for the identified Services. The County may with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the County a continuous supply of the identified Services for up to one (1) calendar year or portions thereof.

**ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:**

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

**ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:**

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

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

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



Epidemics and pandemics are not considered Force Majeure events by the County.

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

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

- B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor.

#### **ARTICLE # 108 - TERMINATION:**

Either party may terminate this Contract by providing thirty (30) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section 4 above, Contractor shall provide the County with all deliverables up to the date of termination (30 days after the notice is provided), and the County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.



- A. **Termination for Convenience.** Following thirty (30) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
  2. The County determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur.
  3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
  4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
  5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
  6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching party may:



1. Immediately terminate the Contract for default without additional written notice;
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

C. **Termination Due to Non-Availability of Funds.**

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

D. **Termination due to Failure of Contractor to Act.**

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

- E. **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and



accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

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

**ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:**

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

**ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:**

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

**ARTICLE #111 – USE OF THIRD-PARTIES (Sub-Contractors):**

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



#### **ARTICLE #112 – SUPERSEDES FORMER CONTRACTS**

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

#### **ARTICLE #113 - SEVERABILITY:**

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

#### **ARTICLE # 114 - RECORDS:**

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

#### **ARTICLE # 115 - ADDITIONAL TERMS:**

- A.** The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B.** The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.



**ARTICLE # 116 - WAIVER:**

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

**ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:**

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.



**ARTICLE # 118– INSURANCE REQUIREMENT:**

- A. **Insurance Requirements. N/A-** The Contractor must maintain and warrant to Hall County insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, Hall County Landfill, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

1. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- |    |  |            |
|----|--|------------|
| a. | Bodily injury by accident - per employee | \$ 100,000 |
| b. | Bodily injury by disease - per employee  | \$ 100,000 |
| c. | Bodily injury by disease – policy limit  | \$ 500,000 |

2. Commercial General Liability Policy with at least the following minimum coverage:

- |    |   |             |
|----|---|-------------|
| a. | Each Occurrence Limit                   | \$1,000,000 |
| b. | Personal & Advertising Injury Limit     | \$1,000,000 |
| c. | General Aggregate Limit                 | \$3,000,000 |
| d. | Products/Completed Ops. Aggregate Limit | \$2,000,000 |



Automobile Liability with at least the minimum coverage: \$1,000,000  
Combined Single Limit to cover Any Vehicle, leased or rented by the Contractor

3. Umbrella Liability, Excess Liability per Occurrence \$2,000,000  
Aggregate \$2,000,000

It shall be the responsibility of the Contractor to require all of its sub-Contractors to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above, and to provide a certificate evidencing that such insurance is in effect upon request. Endorsement must be provided with the insurance certificate.

- B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the County receives required insurance certificates.

The insurance certificate must reference the Contract number assigned by the County and document that the liability coverage purchased by the Contractor includes contractual liability coverage to insure the indemnity agreement as stated herein.

- C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this section shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.

- D. **Waiver of Subrogation.** There is no waiver of subrogation rights by either Party with respect to insurance.

**ARTICLE # 119 – NO WAIVER:**

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



- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** **With the exception of specified County Owned Equipment and Vehicles listed in Exhibit X,** Contractor warrants that CDL drives will not use any other County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

**ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS & OWNERSHIP:**

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

**ARTICLE # 121 - COMPENSATION:**

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

**ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:**

- A. The County will issue a Notice to Proceed to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of



this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

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

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

**B. Invoice/Payment.**

1. Contractor shall invoice the County via email **each month** solely to [accountspayable@hallcounty.org](mailto:accountspayable@hallcounty.org) and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.
2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

**C. Unsatisfactory Performance; Delay of Payment.**

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make



every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).

2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

#### **ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS**

The Contractor must furnish to the County a Performance Bond equal to one-hundred percent (100%) of the Contract's total initial term dollar amount, and additionally a Payment Bond equal to one-hundred percent (100%) of the total initial term dollar amount. After receipt of the bonds, the County will issue a Notice-to-Proceed. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

**The County must receive all bonding instruments prior to the commencement of any work.**



**ARTICLE #124 – RETAINAGE ( if applicable on this contract)**

“Retainage (if required) will be withheld by Hall County in compliance with Georgia law. Hall County may hold up to ten-percent (10%) **retainage** throughout the entire project and will release said retainage at the point of final completion and final acceptance by the County.”

**ARTICLE #125 – VENUE AND GOVERNING LAW**

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

**ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE**

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

**ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:**

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

**ARTICLE # 128 – ORDER OF PRECEDENCE:**

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



- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.

**ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:**

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFQ/P documents and the bidder's response, are-herein-incorporated into this contract by reference.

**EXHIBIT C - Mandatory Cost Proposal**

**ARTICLE # 130 - ENTIRE CONTRACT:**

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

**ARTICLE # 131– VALIDITY**

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

**ARTICLE #132 – SALES TAX EXEMPTION STATUS**

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #133 – HOLD HARMLESS AGREEMENT**

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



#### **ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS**

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total cost and not less than fifteen (15) days terms. A supplier simply offering a discount does not constitute the County's acceptance of such, and the County is not be bound to the offer.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.



18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.



39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

**[Signature Page Follows]**



IN WITNESS WHEREOF, said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

**COMPANY'S FULL LEGAL NAME**

Planning Communities, LLC

By: Jude Townsend

Title: Chief Executive Officer

Print Name: Teresa Townsend

Sworn to and subscribed before me this

3 Day of March, 2023

Notary Public: Sandra R. Ahr

Notary commission expires: 3-16-2024

[Locus Sigilli]



**HALL COUNTY, GEORGIA**

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

Richard Higgins, Chairman  
Hall County Board of Commissioners

Attestment: \_\_\_\_\_

County Clerk

Sworn to and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2022

Notary Public: \_\_\_\_\_

Notary commission expires: \_\_\_\_\_

[Locus Sigilli]

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Van Stephens, County Attorney,  
William Linkous, Deputy County  
Attorney, Justin Lawhon, Deputy  
County Attorney, or designee





Hall County Government  
FINANCIAL SERVICES

~~Attachment E~~  
RFQ/P # 43-020

Exhibit C

Mandatory Cost Proposal

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503


t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

**NOTE: This Cost Proposal MUST be submitted in a separate, sealed envelope with the RFQ/P Number and bid due date/time written in lower left corner of the envelope.**

The below signed Contractor agrees to provide all services outlined in this RFQ/P for the lump sum cost of: \$ 50,639.

Company Name: Planning Communities, LLC

Signed: 

Typed Name: Teresa Townsend

Job Title: Chief Executive Officer

Date: -2/09/2023



Original

# PRICE PROPOSAL

## RFQ/P #43-020 - Hall County Zero Emission Vehicle Transition Plan

Firm/Staff	Direct Labor Rate (\$/hr)*	Task 1 - ZEVTP Modeling & Analysis (FTA Elements)		Task 2 - Draft & Final ZEVTP		Task 3 - Project Management & Coordination		Total Hours	Total Dollars
		Hours	Dollars	Hours	Dollars	Hours	Dollars		
<b>Planning Communities, LLC</b>									
Teresa Townsend, AICP, Principal/Project Manager	\$215.00	20	\$4,300.00	9	\$1,935.00	8	\$1,720.00	37	\$7,955.00
Ann Steedly, PE, Principal/Project Advisor	\$215.00	4	\$860.00	2	\$430.00	2	\$430.00	8	\$1,720.00
Robb Kirkman, Chief Technology Officer	\$210.00	4	\$840.00	2	\$420.00	0	\$0.00	6	\$1,260.00
James Farrell, AICP, Planner	\$115.00	14	\$1,610.00	6	\$690.00	2	\$230.00	22	\$2,530.00
Brandy Huston, Senior Planner	\$155.00	16	\$2,480.00	8	\$1,240.00	6	\$930.00	30	\$4,650.00
Prahalad Badami, Planner	\$125.00	40	\$5,000.00	20	\$2,500.00	2	\$250.00	62	\$7,750.00
Larissa Via, Corporate Sustainability & Community	\$125.00	8	\$1,000.00	0	\$0.00		\$0.00	8	\$1,000.00
<b>Total PC Direct Labor</b>		<b>106</b>	<b>\$ 16,090.00</b>	<b>47</b>	<b>\$ 7,215.00</b>	<b>20</b>	<b>\$ 3,560.00</b>	<b>173</b>	<b>\$26,865.00</b>
<b>PC Other Direct Costs (incl. travel)</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>PC Cost Total</b>			<b>\$ 16,090.00</b>		<b>\$ 7,215.00</b>		<b>\$ 3,560.00</b>		<b>\$ 26,865.00</b>
<b>SUBCONTRACTORS</b>									
<b>Microgrid Labs Inc.</b>									
Enric Sabadell, Senior Associate	\$145.00	86	\$12,470.00	6	\$870.00	4	\$580.00	96	\$13,920.00
Jonathan Levy, P.E., Senior Engineer	\$210.00	14	\$2,940.00		\$0.00		\$0.00	14	\$2,940.00
Paola Massoli, Project Manager	\$190.00	12	\$2,280.00	2	\$380.00		\$0.00	14	\$2,660.00
Narayanan Sankar, Co-Founder	\$195.00	8	\$1,560.00	2	\$390.00	2	\$390.00	12	\$2,340.00
<b>Total MGL Loaded Labor</b>		<b>120</b>	<b>\$19,250.00</b>	<b>10</b>	<b>\$1,640.00</b>	<b>6</b>	<b>\$970.00</b>	<b>136</b>	<b>\$21,860.00</b>
<b>MGL Other Direct Costs** (travel)</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>MGL Cost Total</b>			<b>\$19,250.00</b>		<b>\$1,640.00</b>		<b>\$970.00</b>		<b>\$ 21,860.00</b>
<b>ITLC</b>									
James Hall, Program Manager	\$119.00	28	\$952.00	2	\$238.00	4	\$476.00	34	\$4,046.00
John Schiavone, Program Director	\$124.00	4	\$0.00	2	\$248.00		\$0.00	6	\$744.00
<b>Total ITLC Loaded Labor</b>		<b>32</b>	<b>\$952.00</b>	<b>4</b>	<b>\$486.00</b>	<b>4</b>	<b>\$476.00</b>	<b>40</b>	<b>\$4,790.00</b>
<b>ITLC Other Direct Costs (travel)</b>			<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>ITLC Cost Total</b>			<b>\$952.00</b>		<b>\$486.00</b>		<b>\$476.00</b>		<b>\$4,790.00</b>
<b>Total Project Hours &amp; Cost</b>		<b>258</b>	<b>\$36,292.00</b>	<b>61</b>	<b>\$9,341.00</b>	<b>30</b>	<b>\$5,006.00</b>	<b>349</b>	<b>\$50,639.00</b>

\*Pricing includes a one-year view-only license to MGL's EVOPT fleet transition software package following the period of the project.



## COMPETITIVE BID TABULATION

FINANCIAL SERVICES DEPARTMENT  
PURCHASING DIVISION

DATE

2/16/2023

PAGE 1 OF 1

Zero Emission Vehicle Plan

BID #

43-020

BID NAME

SUPPLIER

#1

Kinley-Horn

#2

Planning

#3

Burns McDowell

PHONE

QUOTER

TERMS

DELIVERY

FREIGHT COST

Communities LLC 1898 + CO.

Michael Rushing

Jeresa Townsend

Thomas Davino

Peachtree Corners, Raleigh NC  
Ga

Raleigh NC

Atlanta, Ga

ITEM	QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1								
2		Total	\$52,000		\$50,639.00		\$89,000.00	
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

BUDGETED AMOUNT

GRAND TOTAL

GRAND TOTAL

GRAND TOTAL

TOTAL AWARD

AWARD TOTAL

AWARD TOTAL

AWARD TOTAL

BIDS MAILED

28

(H)

0

ITEMS  
AWARDEDITEMS  
AWARDEDITEMS  
AWARDED

BIDS RECEIVED

3

(H)

0

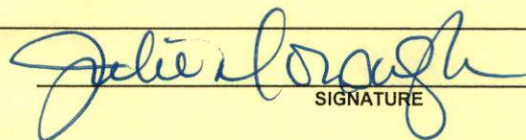
P.O. NUMBER

P.O. NUMBER

P.O. NUMBER

REMARKS

addtl. 473 bids sent with GA Procurement Registry





<b>RFQ/P #43-020 Zero Emission Vehicle Plan</b>	<b>KIMLEY - HORN</b>	<b>PLANNING COMMUNITIES, LLC</b>	<b>1898 &amp; CO.</b>
	<b>PEACHTREE CORNERS, GA</b>	<b>RALEIGH, NC</b>	<b>ATLANTA, GA</b>
	<b>PRICE</b>	<b>PRICE</b>	<b>PRICE</b>
<b>COST PROPOSAL</b>	<b>\$50,000.00</b>	<b>\$50,639.00</b>	<b>\$89,000.00</b>

**RECOMMENDED AWARD: PLANNING COMMUNITIES, LLC**

**BIDS SENT: 28 HALL: 0**

**BIDS RECEIVED: 3 HALL: 0**

**ADDTL BIDS SENT WITH GA PROCUREMENT REGISTRY : 473**



Group Average Score Sheet

RFQ/P #43-020 Zero Emission Vehicle Plan	Company Name		
Rater & Municipality	Kimley - Horn	Planning Communities, LLC	1898 & Co.
Phillippa Lewis Moss Hall Area Transit	69.80	85.00	73.50
Joseph Boyd GHMPO	82.20	82.80	73.50
Michael Haire GHMPO	79.00	89.00	70.00

QUALIFICATIONS, TECHNICAL SCORE (Out of 90)	77.00	85.60	72.33
Rank:	2	1	3

COST SCORE (Out of 10)	9.00	8.89	5.06
Rank:	1	2	3
Price (Input actual price)	\$50,000.00	\$50,639.00	\$89,000.00
TOTAL SCORE (out of 100):	86.00	94.49	77.39
Rank:	2	1	3
QUALITY WIEGHT:	90%		
PRICE WEIGHT:	10%		





## AGENDA ITEM

### Planning and Development

---

**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 149/2023

**SUBJECT:** Public Hearing on the Malt Beverage and Wine Package License for Quik Trip #1710 located at 3522 White Sulphur Road, Gainesville, GA 30501. Managing Agent and Registered Agent is Joshym Holt. Commission District 3.

---

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** RD

**Recommendation:**

Public Hearing on the Malt Beverage and Wine Package License for Quik Trip #1710 located at 3522 White Sulphur Road, Gainesville, GA 30501. Managing Agent and Registered Agent is Joshym Holt. Commission District 3.

**Purpose of Request:**

Public Hearing on the Malt Beverage and Wine Package License for Quik Trip #1710 located at 3522 White Sulphur Road, Gainesville, GA 30501. Managing Agent and Registered Agent is Joshym Holt. Commission District 3.

**History:**

**Facts and Issues:**

This location opened in February of 2021. They accidentally applied with the City of Gainesville and the City mistakenly issued their business and alcohol license. Upon receiving a Fire Inspection report for this location this year, we discovered they are in fact in the County. We contacted the City to inform them and the QT is now applying for their license with us.

**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:**

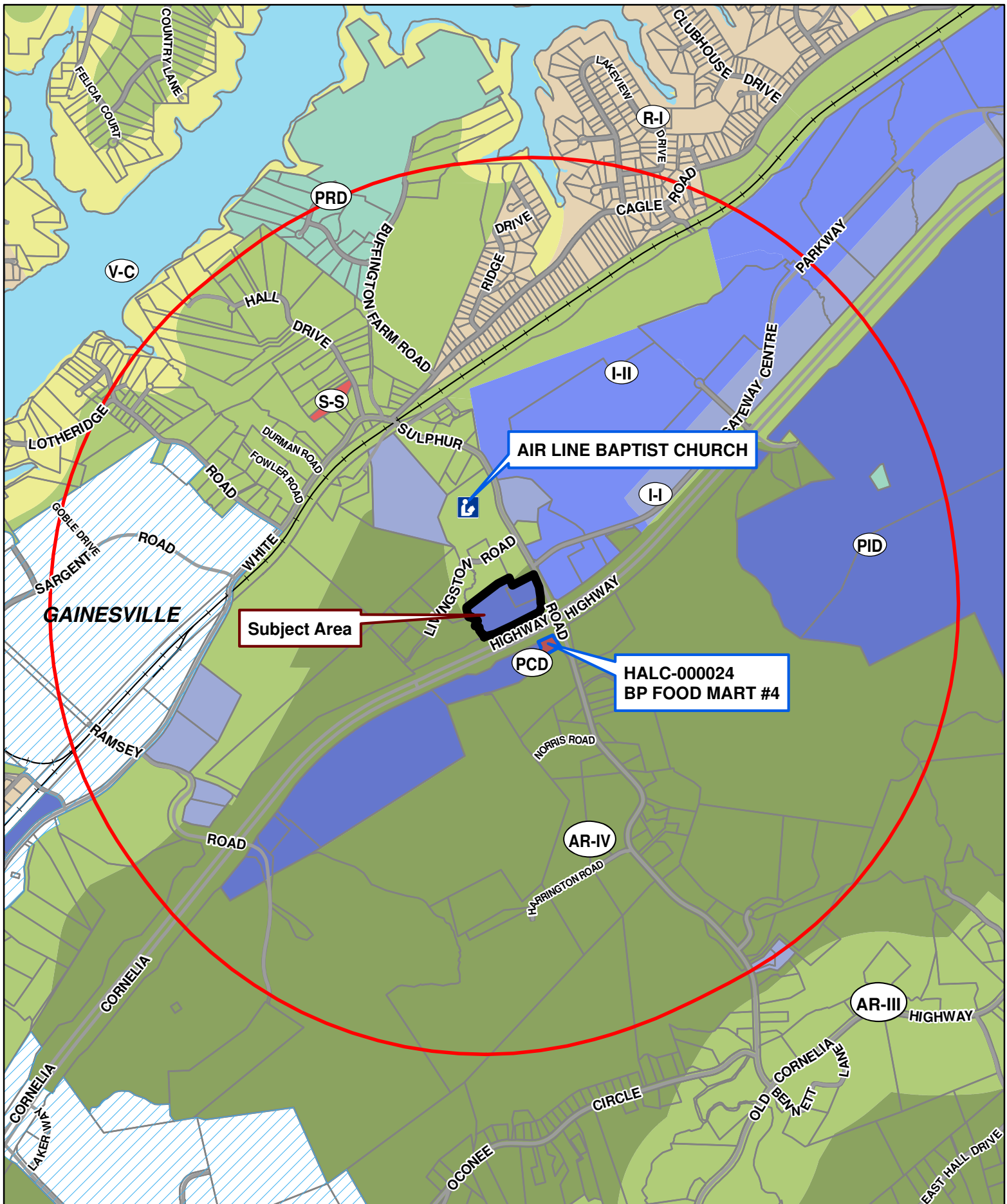
<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
BS	RD	EW	WG
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	
WLI	CR	JR	

---

**Attachments:**

Map





**Subject Property: 3522 White Sulphur Road, Gainesville, GA 30501**

0 500 1,000 2,000 3,000 Feet



Date: 3/17/2023

- Zoning Boundary
- City Limits
- Ⓜ Church

- Ⓜ Active Alcohol Licenses
- Ⓜ 1 Mile Buffer
- Ⓜ Subject Area
- Ⓜ Structure







## AGENDA ITEM

### Planning and Development

---

**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 114/2023

**SUBJECT:** **4053 Cleveland Highway | Rezone** | from Agriculture-Residential-III (AR-III) to Suburban-Shopping (SS) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | **Proposed use: grocery store, convenience store with gas & restaurant** | Commission District 3 | **Reginald Crayton, P.E., applicant.** NOTE: Tabled at the January 12, 2023 Voting Meeting until the February 23, 2023 Voting Meeting. NOTE: Tabled at the February 23, 2023 Voting Meeting until the March 23, 2023 Voting Meeting.

---

### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

### Executive Summary:

**Presenter:** RD

**Recommendation:**

Approval, with conditions: 1. The proposed use shall substantially conform with the proposed narrative and site plan. The proposed development shall be allowed to have up to 20,000 sq. ft. total in the two buildings. No further action by the Hall County Planning Commission and the Board of Commission shall be required for the proposed use as submitted by the applicant. 2. The project building elevations, materials, and colors shall be submitted to the Director of Planning and Development during the design review process for approval. 3. The development shall conform to Gateway Corridor Standards with the following exception: Standing seam roof panels shall be allowed if chosen with the color being approved by the Director of Planning and Development. 4. Driveway design and location shall be approved by Hall County Engineering and GDOT prior to the design review process. 5. All conditions of zoning shall be included on the final plat prior to recording. 6. 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." 7. The project shall meet all requirements of the Hall County Engineering Department.

**Purpose of Request:**

**History:**



4053 Cleveland Highway | Rezone | from Agriculture-Residential-III (AR-III) to Suburban-Shopping (SS) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | Commission District 3 | Reginald Crayton, P.E., applicant.

**Facts and Issues:**

**Options:**

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

**Approvals:**

Submit	Approve	Budget	Finance
JR	RD	EW	WG
Attorney	Administration	Clerk	
WLI	CR	JR	

**Attachments:**

Revised Board Memo  
 Updated Board Memo - as of 2/10/2023  
 Board Memo  
 Recommendation Report  
 Application  
 Narrative  
 Updated Site Plan - as of 3/16/2023  
 Updated Site Plan - as of 3/5/2023  
 Site Plan  
 Maps  
 Environmental Health Comments  
 Updated GDOT Comments - as of 3/17/2023  
 GDOT Comments on Revised Site Plan - as of 3/8/2023  
 GDOT Comments  
 Public Works Comments  
 Fire Comments  
 Public Comments  
 Public Comment - Opposition - Robbie Westbrooks  
 Public Comment - Opposition - Michelle Ladewig  
 Notice Sign Photos  
 Updated Notice Signs - as of 2/3/23  
 Updated Notice Signs - as of 3/8/2023





# 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  
Gregg Poole, District 3  
Jeff Stowe, District 4

**From:** Randi Doveton, Director

**Date:** February 6, 2023

**Subject:** **4053 Cleveland Highway | Rezone** | from Agriculture-Residential-III (AR-III) to Suburban-Shopping (SS) to allow a grocery store, convenience store with gas & restaurant | **Reginald Crayton, P.E., applicant.**

---

The request before you is the rezoning application of Reginald Crayton, P.E., to allow a grocery store, convenience store with gas & restaurant (shopping center, per definition in [17.20.1010](#)) on 6.34± acres. ***It should be noted that a simultaneous conditional use request accompanies this request but has separate memos.*** This item is located within Commission District 3.

**At your January 12, 2023 you tabled this item so the applicant could revise their site plan to address concerns raised during the public hearing and from the Board of Commissioners. As of February 6, 2023, no revised site plan has been received.** Multiple residents spoke in opposition to the rezoning at the January 12, 2023 meeting but no one spoke in opposition at the Planning Commission meeting on November 21, 2022.

At their November 21, 2022 meeting, the Hall County Planning Commission voted to recommend approval of the conditional use request with seven (7) conditions **(4-0, Pilcher absent)**. **The Planning Commission voted on a conditional use and the rezoning, although only the rezoning request was before them. A separate legal advertisement has been run for the conditional use. It has been placed on this agenda as well. The items can be heard together but require two separate motions and votes. Denial of the rezoning automatically results in denial of the conditional use.**

There were no written comments submitted in advance of the Planning Commission meeting and no one spoke during the public forum.

There have been no changes to the request since the Planning Commission took action.

### Planning Commission Approval Conditions:



1. The proposed use shall substantially conform with the proposed narrative and site plan. The proposed development shall be allowed to have up to 20,000 sq. ft. total in the two buildings. No further action by the Hall County Planning Commission and the Board of Commission shall be required for the proposed use as submitted by the applicant.
2. The project building elevations, materials, and colors shall be submitted to the Director of Planning and Development during the design review process for approval.
3. The development shall conform to Gateway Corridor Standards with the following exception: Standing seam roof panels shall be allowed if chosen with the color being approved by the Director of Planning and Development.
4. Driveway design and location shall be approved by Hall County Engineering and GDOT prior to the design review process.
5. All conditions of zoning shall be included on the final plat prior to recording.
6. 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.”
7. The project shall meet all requirements of the Hall County Engineering Department.

***Please note that the BOC votes on the rezoning request on 1-12-2023. If the BOC denies the rezoning request, this request is null and will be removed from the 1-26-23 BOC agenda.***





# Hall County Government

## PLANNING & DEVELOPMENT

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
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---

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There have been no changes to the request since the Planning Commission took action.

### Planning Commission Approval Conditions:



1. The proposed use shall substantially conform with the proposed narrative and site plan. The proposed development shall be allowed to have up to 20,000 sq. ft. total in the two buildings. No further action by the Hall County Planning Commission and the Board of Commission shall be required for the proposed use as submitted by the applicant.
2. The project building elevations, materials, and colors shall be submitted to the Director of Planning and Development during the design review process for approval.
3. The development shall conform to Gateway Corridor Standards with the following exception: Standing seam roof panels shall be allowed if chosen with the color being approved by the Director of Planning and Development.
4. Driveway design and location shall be approved by Hall County Engineering and GDOT prior to the design review process.
5. All conditions of zoning shall be included on the final plat prior to recording.
6. 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.”
7. The project shall meet all requirements of the Hall County Engineering Department.

***Please note that the BOC votes on the rezoning request on 1-12-2023. If the BOC denies the rezoning request, this request is null and will be removed from the 1-26-23 BOC agenda.***





# 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  
Gregg Poole, District 3  
Jeff Stowe, District 4

**From:** Randi Doveton, Director

**Date:** December 5, 2022

**Subject:** **4053 Cleveland Highway | Rezone** | from Agriculture-Residential-III (AR-III) to Suburban-Shopping (SS) to allow a grocery store, convenience store with gas & restaurant | Reginald Crayton, P.E., applicant.

---

The request before you is the rezoning application of Reginald Crayton, P.E., to allow a grocery store, convenience store with gas & restaurant on 6.34± acres. This item is located within Commission District 3.

The proposed use (a shopping center) is a use requiring County Commission approval but no concurrent application was submitted for review or approval. This is not unusual since applicants often want assurance of the appropriate zoning classification prior to investing in more detailed plans for a conditional use application. **The Planning Commission voted to approve the use along with the rezoning. The use shall require a separate legal ad and sign posting before the Board of Commissioners can approve it. Should you approve the rezoning request, the use will be on your January 26, 2023 voting meeting agenda.**

At their November 21, 2022 meeting, the Hall County Planning Commission voted to recommend approval of the Rezoning request (and use of a shopping center) with seven (7) conditions (**4-0, Pilcher absent**).

There were no written comments submitted in advance of the Planning Commission meeting and no one spoke during the public forum.

There have been no changes to the request since the Planning Commission took action.

### Planning Commission Approval Conditions:

1. The proposed use shall substantially conform with the proposed narrative and site plan. The proposed development shall be allowed to have up to 20,000 sq. ft. total in the two buildings. No further action by



- the Hall County Planning Commission and the Board of Commission shall be required for the proposed use as submitted by the applicant.
2. The project building elevations, materials, and colors shall be submitted to the Director of Planning and Development during the design review process for approval.
  3. The development shall conform to Gateway Corridor Standards with the following exception: Standing seam roof panels shall be allowed if chosen with the color being approved by the Director of Planning and Development.
  4. Driveway design and location shall be approved by Hall County Engineering and GDOT prior to the design review process.
  5. All conditions of zoning shall be included on the final plat prior to recording.
  6. 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.”
  7. The project shall meet all requirements of the Hall County Engineering Department.



**HALL COUNTY PLANNING COMMISSION  
RECOMMENDATION REPORT**

**Applicant** ..... Reginald Crayton, P.E.

**Request** ..... Rezone from Agricultural Residential III (AR-III, [17.110](#)) to Suburban Shopping (S-S, [17.140](#))

**Proposed Use** ..... Grocery store, convenience store with gas & restaurant

**Size** ..... 6.35± acres

**Zoning** ..... Current AR-III | Proposed SS

**Location** ..... **4053 Cleveland Highway** | Tax Parcel 12025 000036

**Commission District** ..... Three

**Planning Commission Date** ..... November 21, 2022

**Staff Recommendation** ..... **Approval with conditions, based on the findings that this request is consistent with the Comprehensive Plan and that it meets the criteria outlined in [17.380.060](#).**

**Planning Commission Recommendation**.....**Approval, with conditions**

**Vote: 4-0 (Pilcher absent)**

1. *The proposed use shall substantially conform with the proposed narrative and site plan. The proposed development shall be allowed to have up to 20,000 sq. ft. total in the two buildings. No further action by the Hall County Planning Commission and the Board of Commission shall be required for the proposed use as submitted by the applicant.*
2. *The project building elevations, materials, and colors shall be submitted to the Director of Planning and Development during the design review process for approval.*
3. *The development shall conform to Gateway Corridor Standards with the following exception: Standing seam roof panels shall be allowed if chosen with the color being approved by the Director of Planning and Development.*
4. *Driveway design and location shall be approved by Hall County Engineering and GDOT prior to the design review process.*
5. *All conditions of zoning shall be included on the final plat prior to recording.*



6. 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.”

7. The project shall meet all requirements of the Hall County Engineering Department.

---

**Public Forum:**

There were no comments in support or opposition.

**Summary Analysis**

The applicant is requesting approval to rezone 6.35± acres from Agricultural Residential III (AR-III, [17.110](#)) to Suburban Shopping (S-S, [17.140](#)) to develop the tract for retail purposes. The narrative submitted by the applicant states that the proposed rezoning will allow for the three proposed uses consisting of an 11,000 square foot grocery store, 4,000 square foot restaurant, and a 3,250 square foot convenience store with a gas station. The site is currently developed with a single-family residence.

The subject property is located on the west side of Cleveland Highway / US Highway 129, bounded by Jim Hood Road to the north and residential properties to the west and south of the property. The hours of operation for said establishments have not yet been determined, neither has the signage. However, the narrative states that the signage will be in compliance with the Zoning Regulations ([Title 17](#)) and will be no more than the maximum monument sign dimensions for nonresidential uses (48 square feet for the grocery store and 32 square feet for the restaurant and convenience store). The property also lies within the Gateway Corridor Overlay District (GCOD, [Chapter 17.420](#)).

The narrative states that according to the Zoning Regulations ([Title 17](#)), the minimum area and setback requirements are as follows: minimum lot size is 15,000 square feet, minimum frontage is 100 feet, front yard setback is 30 feet from the property line, minimum side yard setback is 20 feet, and the minimum rear yard setback is 10 feet, as shown on the conceptual site plan.

Water will be provided to the property by the City of Gainesville and sewage will be handled by an on-site septic system on the property. The property will maintain a minimum 10 feet landscape stripe along Cleveland Highway and Jim Hood Road and a 25 foot transitional property where it adjoins residential parcels.

Based on the future land-use plan, staff finds the ***requested zoning designation*** is consistent with the future land use map designation of a Community Crossroad within a Mixed Use Corridor; **it should be noted that the use of a shopping center within the Suburban Shopping (S-S, [17.140](#)) zoning district requires**



**Planning Commission approval. A subsequent application will be required if the rezoning request is approved.** Although listed as several different uses in this application, the proposal meets the definition of a shopping center ([17.20.1010](#)).

### Zoning Analysis

- The proposed use of a grocery store, convenience store with gas & restaurant is consistent with the future land use map designation of a Community Crossroad within a Mixed Use Corridor.

When considering a zoning amendment to the zoning maps, the following items must be considered:

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The proposed zoning classification of Suburban Shopping (S-S, [17.140](#)) is suitable in view of the use and development of adjacent and nearby property.** The intersection of Cleveland Highway and Jim Hood Road has been identified as a Community Crossroad in the Comprehensive Plan.
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The zoning proposal should not have an adverse effect on the existing use or usability of adjacent or nearby property.** The property abuts a divided 4-lane highway, (Hwy 129), and the nearest residential structure from the proposed shopping center is located at [4127 Jim Hood Road](#).
3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The subject parcel has reasonable economic use as currently zoned. The property is developed with a single-family residence and can continue to be utilized as such.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **The proposed use of a grocery store, restaurant, & convenience store with a fueling station has the potential to increase traffic on the existing streets, but will likely attract customers who already travel the along Cleveland Highway rather than attracting new trips.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use of a grocery store, convenience store with gas & restaurant is consistent with the future land use map designation of a Community Crossroad within a Mixed Use Corridor.**
6. The extent to which property values are diminished by the existing zoning restrictions; **Staff has not identified that the existing property values have been impacted by the existing zoning.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned. The property contains a single-family residential structure which could continue to be used as such under the existing zoning designation.**



9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **This criteria is not applicable to the application since the subject property is currently developed with a single-family residence. While it is unknown if the residence is occupied, there is nothing regulatory preventing it from being utilized in this manner.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed Suburban Shopping (S-S, [17.140](#)) zoning classification would introduce a non-residential classification to this corner of the intersection of Jim Hood Road and Cleveland Highway. That being said, the properties to the north of Jim Hood Road are already zoned Suburban Shopping (S-S, [17.140](#)).**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no indication that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed use of a grocery store, convenience store with gas & restaurant would likely attract nearby residents and does not appear to be out of scale with the needs of the immediate neighborhood.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support the type of retail uses proposed and are already appropriately zoned.**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance since the proposed use is neither permitted nor conditional in the AR-III district ([17.110](#)).**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process and as a result are subject to local, state, and federal regulations. As a result there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted. If the rezoning is approved, the proposed use requires a separate conditional use approval from the Hall County Planning Commission.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning of the property.**

**Suburban Shopping (S-S)** standards are found in [chapter 17.140](#) which include the permitted and conditional uses allowed within the S-S district.

**[17.380.050](#) - Submission requirements for a rezoning request**

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in [chapter 17.30](#) to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized



agent shall appear in person at the public hearing held to consider the district change. **Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The applicant has submitted a narrative and constitutional objections but did not specifically address the criteria listed in [17.380.060.C](#).**
  2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **Proposal meets this requirement.**
- C. For any application for a slow rate land treatment system (see [chapter 17.20](#)), the following additional requirements apply. **The development proposes to utilize an on-site septic system and as such this requirement is not applicable.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **The proposed development is commercial and as a result this requirement is not applicable.**

#### **Development Support and Constraints –Departmental /agency comments**

##### ***Hall County Environmental Health***

An email dated October 31, 2022 from Emily McGahee states “Non-domestic wastewater treatment and disposal must be permitted by EPD.”

##### ***Hall County Fire Rescue***

In an email dated November 2, 2022, Lieutenant John Hornick, NPQ Fire Inspector 1, Plans Review, states “The Hall County Fire Marshal’s Office has no comments regarding the planned commercial development as proposed.”

##### ***Hall County Public Works and Utilities***

In a memo dated November 3, 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. Show buffer and impervious setback from wrested vegetation, not centerline of creek.



**Traffic:**

GDOT permit required

**Utilities:**

Gainesville/Hall county sewer district. No sewer available. On-site septic system proposed for wastewater, therefore Health Department approval required.

***Georgia Department of Transportation***

Per an email dated November 2, 2022, Parker Niebauer, District 1 Traffic Operations Supervisor, confirmed that this project **will** require GDOT coordination.

➤ **Excerpts from the minutes of the November 21, 2022 meeting**

**Applicant's Presentation:**

**Randi Doveton, Planning Director**, presented a summary of the request. Ms. Doveton stated that a conditional use would need to be considered for the shopping center.

**Raj Umani, 195 Antler Trail, Alpharetta**, presented the request. The applicant stated that the grocery store would roughly be about 11,000 sq. ft., restaurant 4,000 sq. ft. and convenience store with gas 3,000 sq. ft.

**Public Forum:**

*There were no comments in support or opposition.*

**Planning Commission Comments:**

Mr. Bell questioned if the grocery store would be independent. The applicant stated it was. Mr. Bell questioned if the restaurant would also be independent. The applicant stated that as of right not they have not identified that. Mr. Braswell wanted to make sure that the applicant understood that Gateway Standards were applicable to the property.

**Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Bell. Vote: 4-0 (Pilcher absent)**

***Conditions:***

1. *The proposed use shall substantially conform with the proposed narrative and site plan. The proposed development shall be allowed to have up to 20,000 sq. ft. total in the two buildings. No further action by the Hall County Planning Commission and the Board of Commission shall be required for the proposed use as submitted by the applicant.*
2. *The project building elevations, materials, and colors shall be submitted to the Director of Planning and Development during the design review process for approval.*
3. *The development shall conform to Gateway Corridor Standards with the following exception: Standing seam roof panels shall be allowed if chosen with the color being approved by the Director of Planning and Development.*
4. *Driveway design and location shall be approved by Hall County Engineering and GDOT prior to the design review process.*
5. *All conditions of zoning shall be included on the final plat prior to recording.*



6. 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."
7. The project shall meet all requirements of the Hall County Engineering Department.

**Motion: A motion to approve a Conditional Use to County Commission approval, with conditions was made by Mr. Hunt and seconded by Mr. Bell. Vote: 4-0 (Pilcher absent)**

*Conditions:*

1. *The proposed use shall substantially conform with the proposed narrative and site plan. The proposed development shall be allowed to have up to 20,000 sq. ft. total in the two buildings. No further action by the Hall County Planning Commission and the Board of Commission shall be required for the proposed use as submitted by the applicant.*
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7. The project shall meet all requirements of the Hall County Engineering Department.



## ZONING APPLICATION

**Applicant (Name & Mailing Address)**

Reginald Crayton, PE

6075 Barfield Rd

Sandy Springs, GA 30328

Phone 404-428-3445

Email Address reggie@getpland.net

Proposed Use Grocery Store, Convenience Store w/gas, restaurant

**Property Owner (Name & Mailing Address)**

Jang Cho

3723 Wickford Lane

Peachtree Corners, 30096

Phone \_\_\_\_\_

Email Address jncho@gmail.com

**Contact Person (Name & Mailing Address)**

Reginald Crayton, PE

6075 Barfield Rd

Sandy Springs, GA 30328

Phone 404-428-3445

Email Address reggie@getpland.net

Tax Parcel Number 12025 000036

Location Address 4053 Cleveland Hwy, Gainesville, GA 30506

**Status of Applicant**

☐ Owner

☐ Option to Purchase

☐ Area Resident

☒ Other

**Requested Action**

Existing Zoning: AR-III

Rezone to: S-S

Fee: \$ \_\_\_\_\_

Receipt #: \_\_\_\_\_

Check #: \_\_\_\_\_

Acreage 6.35

**I hereby certify that the above information and all attached information are true and correct.**

Sign Reginald Crayton, PE Date: 9/12/22

**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: \_\_\_\_\_



## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

---

I hereby certify that I have read the above and that:

I have\*\* \_\_\_\_ I have not\_X\_\_

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

**\*\*If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

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

Applicant's/Owner's Signature: \_\_\_\_\_

Date: 10/11/2022

Applicant's/Owner's Name (Printed): Muradali Umani



## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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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\*\* 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): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

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

Applicant's/Owner's Signature: Reginald Crayton, PE

Date: 9/22/22

Applicant's/Owner's Name (Printed): Reginald Crayton





Reginald Crayton, PE  
6075 Barfield Rd  
Sandy Springs, GA 30328

September 12, 2022

Re: Application for 4053 Cleveland Highway  
Gainesville, GA 30506

The Applicant, Reginald Crayton, Agent for the Owner, hereby submits a Zoning Application for approximately a 6.35-acre tract, herein after referred to as "Property", located at 4053 Cleveland Highway, Gainesville, GA 30506 (Parcel Number 12025 000036). The request to rezone from AR-III (Agricultural Residential) to SS (Suburban Shopping), to develop the tract for retail uses.

As stated in the paragraph above, the property currently is zoned AR III, Agriculture Residential, and currently has an existing residential home located onsite. The property is bounded by Jim Hood Road to the north, Cleveland Highway to the east, residential properties to the west and south of the property. The proposed rezoning to SS, Suburban Shopping, will only allow for the three proposed uses of a 11,000-sf grocery store, 4,000 sf restaurant and 3,250 sf convenience store with gas station. At this moment the hours of operation have not been determined. All the proposed developments will have associated utilities, parking and stormwater.

According to Hall County zoning ordinance the minimum area and set back requirements are as follows: minimum lot size is 15,000 sf, minimum frontage is 100 ft, front yard set back 30 ft from the property line, minimum side yard setback 20 ft, and the minimum rear yard set is 10 ft, as shown on the conceptual site plan.

Signage has not been determined but will be in compliance with the Hall County Unified Code and will be no more than the maximum monument sign dimensions for nonresidential uses, 48 sf for the grocery store and 32 sf for the restaurant and Convenience store.

Water will be provided to the "Property" by the City of Gainesville, and Sewage will be handled by a septic tank located on the property.





The subject "Property" will maintain a minimum of a 10 ft landscape stripe around the property to maintain the buffer requirements.

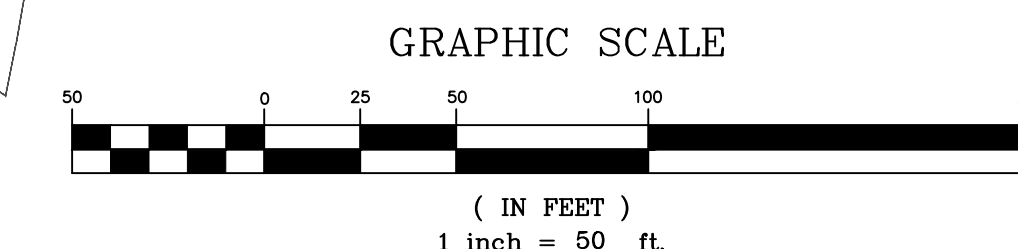
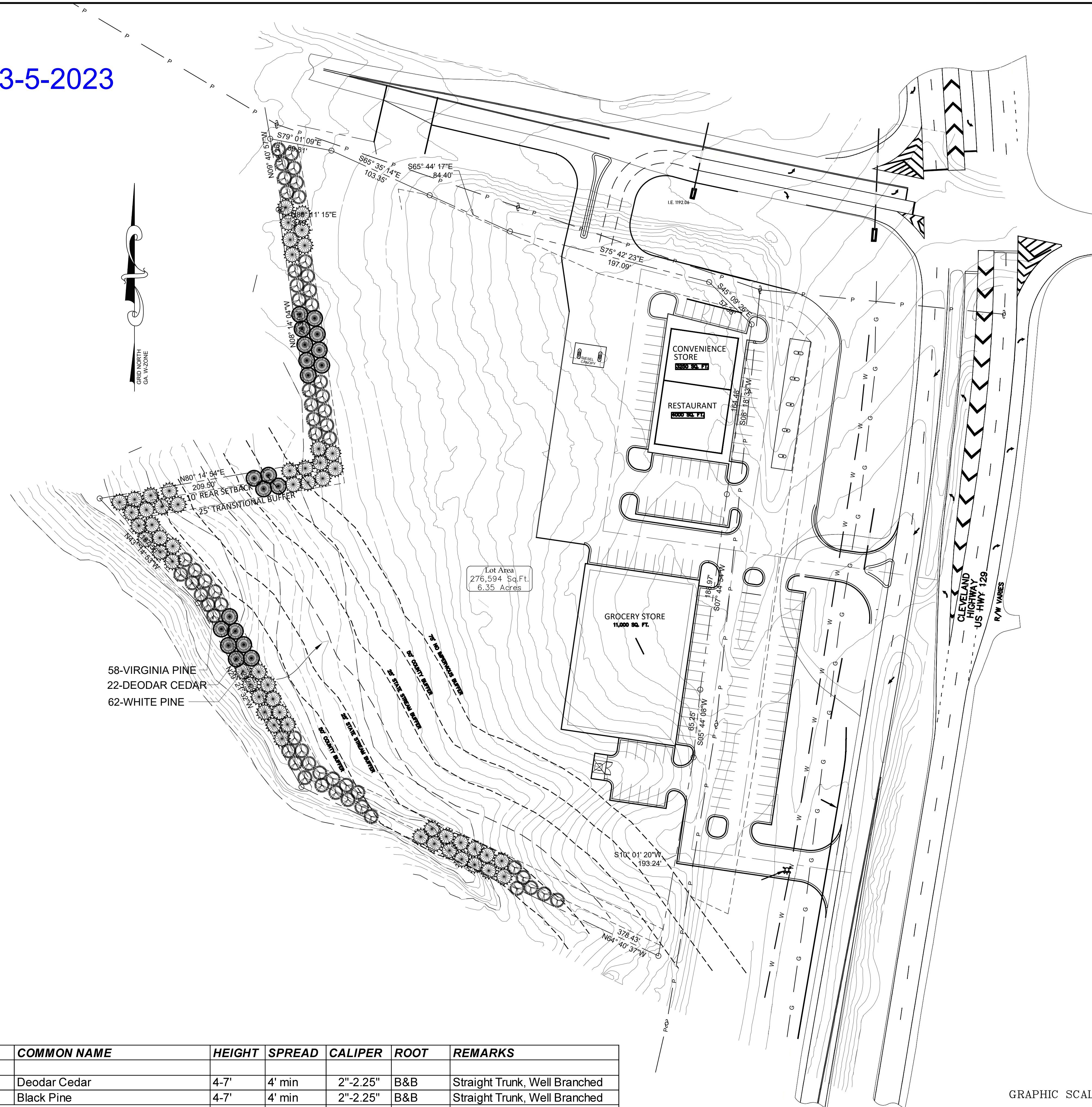
The proposed development will be consistent with the intent of the zoning ordinance for the use will have no adverse impact on the surrounding properties.  
The Applicant requests that based upon the factors mentioned above that this Application be approved for the rezoning of the subject Property.



NOT RELEASED FOR CONSTRUCTION



<b>QTY</b>	<b>BOTANICAL NAME</b>	<b>COMMON NAME</b>	<b>HEIGHT</b>	<b>SPREAD</b>	<b>CALIPER</b>	<b>ROOT</b>	<b>REMARKS</b>
	<b>TREES</b>						
22	Cedrus deodara	Deodar Cedar	4-7'	4' min	2"-2.25"	B&B	Straight Trunk, Well Branched
58	Pinus thunbergii	Black Pine	4-7'	4' min	2"-2.25"	B&B	Straight Trunk, Well Branched
62	Pinus virginiana	Virginia Pine	4-7'	4' min	2"-2.25"	B&B	Straight Trunk, Well Branched
<b>142</b>	<b>TREE TOTAL</b>						<b>TREE UNIT TOTAL</b>



E-SEAL AND SIGNATURE  
E-SEALED: E-SEALED-DATE



6075 BARFILED ROAD  
SANDY SPRINGS, GA 30328  
DIRECT: 404-644-2457  
reggie@getpland.net  
www.getpland.net

[illegible][illegible]

NOT RELEASED FOR CONSTRUCTION

**SHEET DESCRIPTION:**  
**CONCEPTUAL TREE  
REPLACEMENT PLAN**

LOCATION:  
4053 CLEVELAND HWY  
GAINESVILLE, GA 30506

CHECKED BY:  
RC

DRAWN BY:  
MM

CIVIL

JOB NO: #####	SHEET L.1
DATE: 3/6/2022	



OWNER: RAJ UMANI  
PHONE:

DEVELOPER: VANTAGE COMMERCIAL CONTRACTORS LLC  
3060 OAK DRIVE  
LAWRENCEVILLE, GA 30044  
CONTACT: VIRAL PAREKH  
PHONE: 404-884-3834

ENGINEER: PLAND ENGINEERING AND ARCHITECHURE  
CONTACT: REGINALD CRAYTON, P.E  
PHONE: 404-428-3445

SITE ADDRESS: 4053 CLEVELAND HWY  
GAINESVILLE, GA 30506

1. PARCEL NUMBER: 12025 000036
2. PARCEL AREA: 6.35 ACRES, 276,594 SF
3. CURRENT ZONING: AR-III (AGRICULTURAL RESIDENTIAL - III)  
PROPOSED ZONING: S-S (SUBURBAN SHOPPING DISTRICT)
4. DISTRICT: 12TH
5. LAND LOT: 25
6. SURVEY OBTAINED FROM W.L.B ASSOCIATES, INC  
349 CHERYL COURT, JONESBORO, GA 30238
7. ALL CONTRACTORS UTILIZING THIS PLAN SET AND THE INFORMATION CONTAINED THEREON SHOULD
8. CALL 1800-282-7411 3 DAYS BEFORE BEGINNING CONSTRUCTION.

PROPOSED BUILDINGS USE:  
CONVENIENCE STORE WITH FUELING STATION  
NUMBER OF STORIES: 1  
PROPOSED BUILDING AREA = 3250 SF

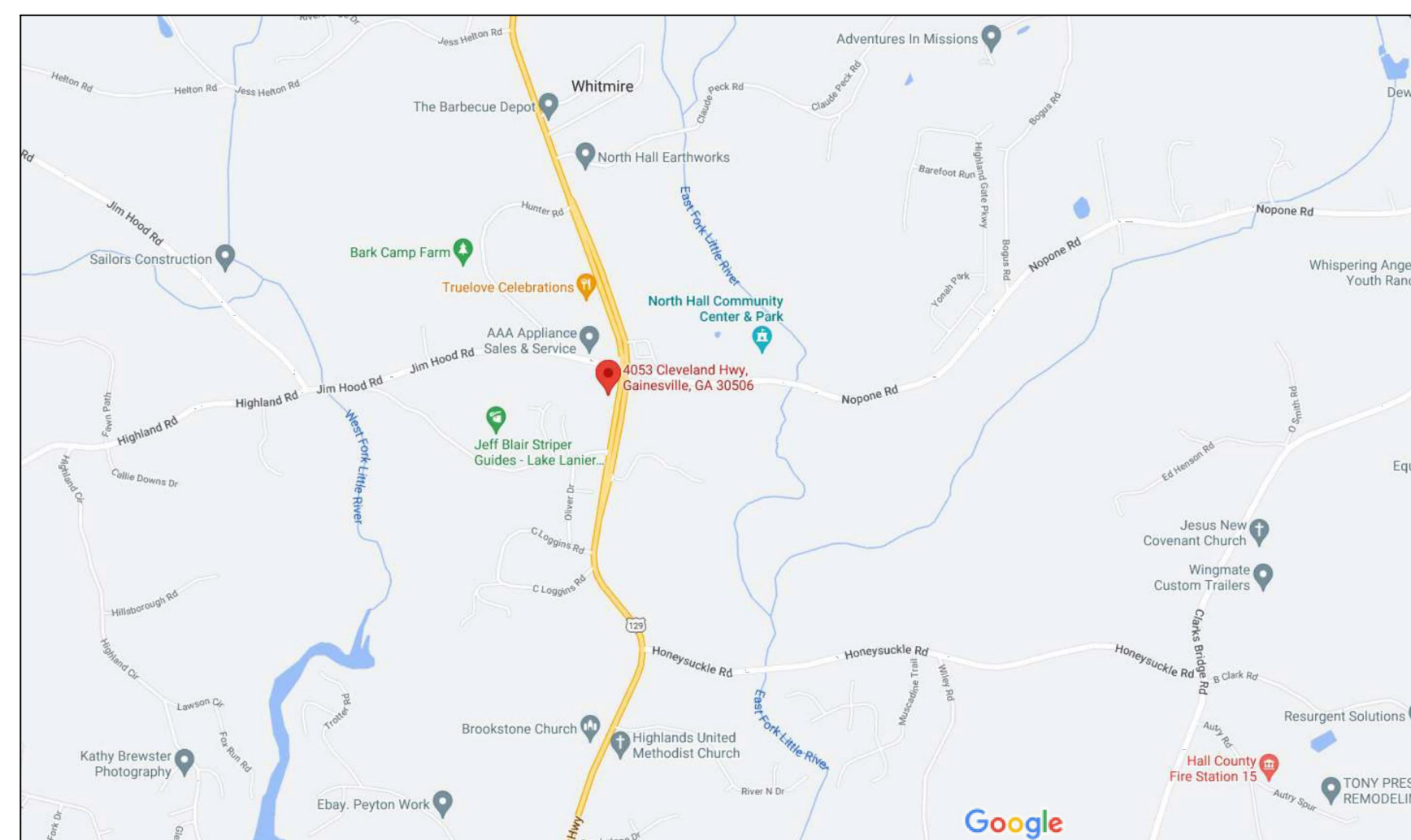
RESTAURANT  
NUMBER OF STORIES:1  
PROPOSED BUILDING AREA = 4,000 SF

GROCERY STORE  
NUMBER OF STORIES:1  
PROPOSED BUILDING AREA = 11,000 SF

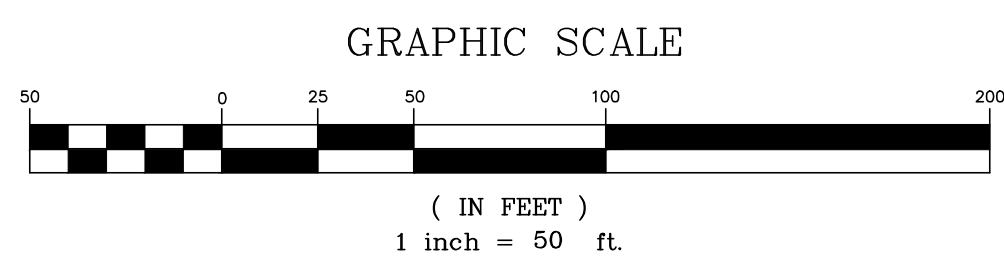
10. MIN LOT AREA: 15,000 SF
11. MIN LOT FRONTAGE: 100
12. MINIMUM FRONT YARD SET BACK: 30 FEET
13. MINIMUM SIDE YARD SETBACK: 20 FEET
14. MINIMUM REAR YARD SETBACK: 10 FEET

15.	PARKING REQUIREMENT: CONVENIENCE STORE WITH FUELING STATION:	MINIMUM REQUIRED 1 SPACE PER 200 SF 16 SPACES REQUIRED	<u>SPACES PROVIDED</u> 16 SPACES
	RESTAURANT:	9.5 SPACES PER 1,000 SF 38 SPACES REQUIRED	43 SPACES PROVIDED
	GROCERY STORE:	1 SPACE PER 200 SF 55 SPACES REQUIRED	79 SPACES PROVIDED

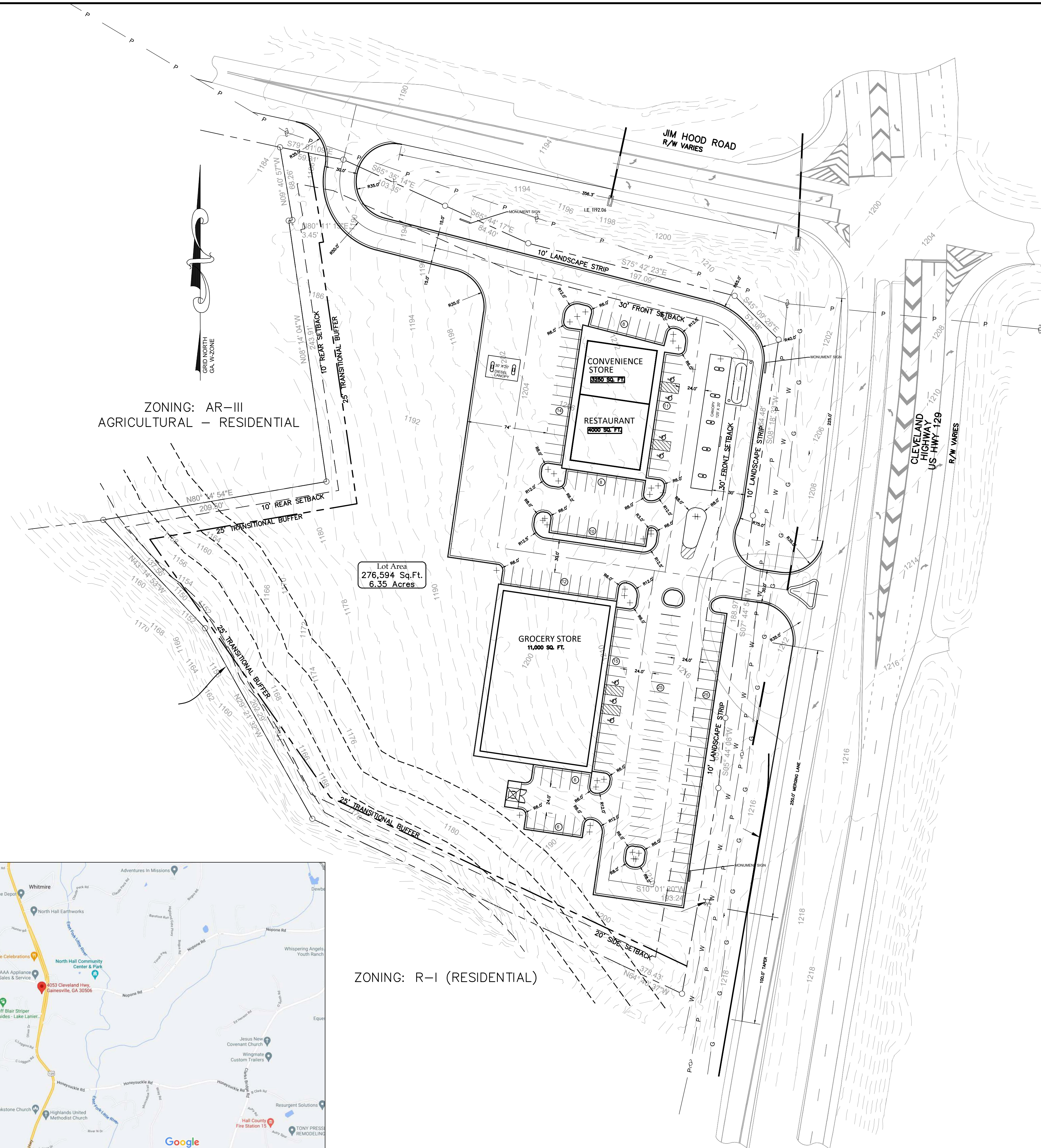
16. PUBLIC WATER SERVICE WILL BE PROVIDED TO THE PROPERTY BY THE CITY OF GAINESVILLE.
17. SEWER/SEWAGE WILL BE HANDLED ON SITE BY A SEPTIC SYSTEM.



VICINITY MAP:



Know what's below.  
Call before you dig.



E-SEAL AND SIGNATURE  
E-SEALED: E-SEALED-DATE



6075 BARFILED ROAD  
SANDY SPRINGS, GA 30328  
DIRECT: 404-644-2457  
reggie@getpland.net  
www.getpland.net

[illegible][illegible]

NOT RELEASED FOR CONSTRUCTION

**SHEET DESCRIPTION:**

# PRELIMINARY SITE PLAN

LOCATION:  
4053 CLEVELAND HWY  
GAINESVILLE, GA 30506

CHECKED BY:

RC

DRAWN BY:

RC

CIVIL

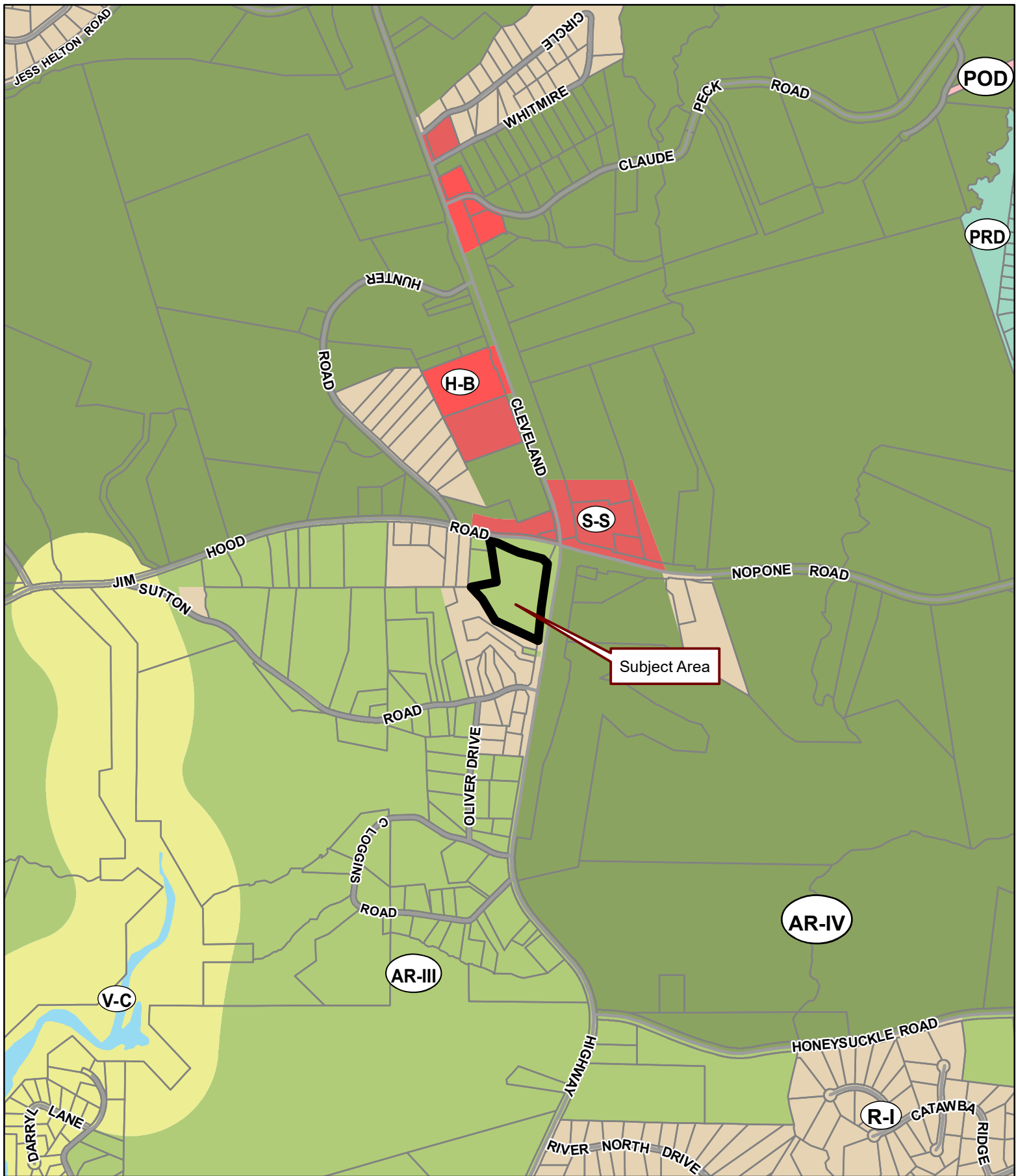
JOB NO:	SHEET
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	#####
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DATE: \_\_\_\_\_

3/6/2022





**Applicant:** REGINALD CRAYTON, PE

**Tax Parcel #:** 12025 000036

**Location:** 4053 CLEVELAND HIGHWAY, GAINESVILLE, GA 30506

**Commission District 3**

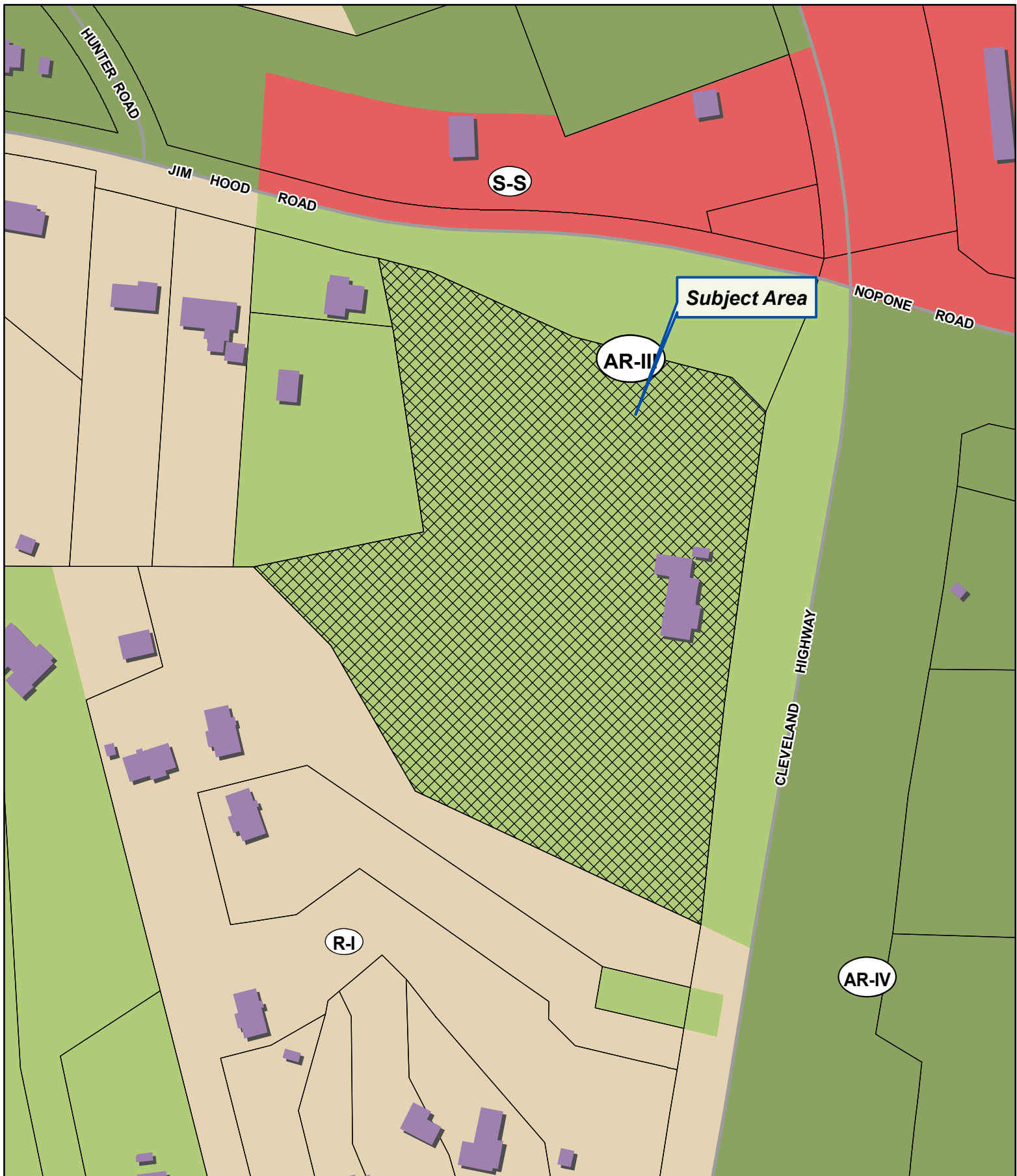
**PC Mtg. Date:** 11/21/2022

0 300 600 1,200  
Feet

- Zoning Boundary
- City Limits
- Subject Area
- Structure







**Applicant:** REGINALD CRAYTON, PE  
**Tax Parcel #:** 12025 000036  
**Location:** 4053 CLEVELAND HIGHWAY, GAINESVILLE, GA 30506  
**Commission District 3**      **PC Mtg. Date:** 11/21/2022

- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- Structure





**Applicant:** REGINALD CRAYTON, PE

**Tax Parcel #:** 12025 000036

**Location:** 4053 CLEVELAND HIGHWAY, GAINESVILLE, GA 30506

**Commission District 3**

**PC Mtg. Date:** 11/21/2022

0 50 100 200  
Feet

— Zoning Boundary  
— City Limits  
— Subject Area





## Anael Dominguez (Planning)

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**From:** Emily McGahee (Environmental Health)  
**Sent:** Monday, October 31, 2022 4:22 PM  
**To:** Anael Dominguez (Planning); Randi Doveton (Planning)  
**Cc:** Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)  
**Subject:** HCPC Tentative Agenda 11.21.22

Please find Environmental Health comments below:

Item 1, 2363 Whippoorwill Lane, Beddingfield: Must meet all Environmental Health residential septic system permitting requirements. Existing system evaluation and/or septic system modification may be required for system serving existing home on property. Level 3 Soil Evaluation will be required prior to application if existing septic system will not be used.

Item 2, 5385 Winder Hwy, Dell Group: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 3, 4336 Cornelia Hwy, Le Tily: No comment.

Item 4, 3519 White Sulphur Rd, Reynolds-Hemmer: No comment. Public sewer.

Item 5, 4139 Cagle Road, DeLeon: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 6, 3055 Tumbling Creek Road, Rochester: No comment. Public sewer.

Item 7, 4053 Cleveland Hwy, Crayton: Non-domestic wastewater treatment and disposal must be permitted by EPD.

Emily McGahee  
Hall County Environmental Health  
Hall County Government Center  
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)



## Updated Comments from GDOT/Engineering - 4053 Cleveland Highway

### Jennifer Rivera (Administration)

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**From:** Randi Doveton (CDI: Planning)  
**Sent:** Friday, March 17, 2023 1:57 PM  
**To:** Anael Dominguez (CDI: Planning); Jennifer Rivera (Administration)  
**Subject:** FW: 4053 Cleveland Hwy

---

**From:** Scott Puckett (CDI: Engineering) <spuckett@hallcounty.org>  
**Sent:** Friday, March 17, 2023 1:04 PM  
**To:** Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; John Hornick (Fire Services) <jhornick@hallcounty.org>  
**Cc:** Ellis Still (CDI: Planning) <estill@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>  
**Subject:** Re: 4053 Cleveland Hwy

Hello All,

Staff's concern is accessibility of northbound SR11/US129 (Cleveland Hwy.) to the proposed site. I spoke to GDOT regarding this and they advised that the right-in/right-out driveways on Cleveland Highway and Jim Hood Road are currently required to not interfere with intersection operations. This current driveway configuration will necessitate a u-turn maneuver at the intersection or an illegal left turn off of Jim Hood Road for northbound traffic to enter the site. GDOT is open to two additional options to address this issue. One is to consider an RCUT median opening on SR11/US129 (Cleveland Hwy.) which will require studies and consideration by the Atlanta GDOT office, but required spacing is an issue. Two would be to consider a short left turn lane (but no decel lane due to adjacent property issues) on Jim Hood Road that would not affect the existing lanes or tapers for the intersection. This would require roadway widening, striping removal, replacement and GDOT approval. See the GDOT response below for details.

Thanks,

Scott

Scott G. Puckett

County Traffic Engineer

Hall County Community Development and Infrastructure  
(770)531-6800 | [www.hallcounty.org](http://www.hallcounty.org)





Hey Scott,

Thanks for taking my call today. I understand the concerns and we're open to discuss options here. Thanks for being so communicative with us.

An RCUT here would be viewed as a median opening by GDOT and would have to be approved by our downtown office and we will require the developer to provide, at a minimum, an Intersection Control Evaluation (ICE), and likely a traffic study as well.

Some of our initial concerns with the placement of a driveway further south on US 129 are median opening spacing and where the driveway would fall in the merge section.

A left turn in on Jim Hood may be feasible if we can be confident the left turns will neither back up traffic towards the signal nor reduce the existing eastbound left turn lane storage (whether through striping or actual queueing).

Please let us know how you would like to proceed.

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:** Jorge Gomez (CDI: Engineering)

**Sent:** Thursday, March 16, 2023 1:48 PM

**To:** Randi Doveton (CDI: Planning); Scott Puckett (CDI: Engineering); Frank Miller (CDI: Engineering); Niebauer, Parker J; Michael Vieira (Fire Services); John Hornick (Fire Services)

**Cc:** Ellis Still (CDI: Planning); Beth Garmon (CDI: Planning)

**Subject:** RE: 4053 Cleveland Hwy



Good afternoon Randi / All,

Hall County Engineering would defer to GDOT for the access as the development is off a state road. However, we would suggest allowing an r-cut that would allow a left-in to the site from Cleveland Highway. On the previous version of the plan (second attachment), they showed a driveway on the southern end of their development that could have accommodated this movement without impacting the NB left turn bay into Jim Hood. This is being offered as a suggestion to avoid u-turns on Cleveland Highway in order to access the site.

Please advise if there are any questions.

Respectfully,  
Jorge A. Gomez, P.E.  
Assistant County Engineer  
Hall County Community Development and Infrastructure  
(770) 531-6800 | [www.hallcounty.org](http://www.hallcounty.org)



---

**From:** Randi Doveton (CDI: Planning) <[rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)>  
**Sent:** Thursday, March 16, 2023 10:32 AM  
**To:** Scott Puckett (CDI: Engineering) <[spuckett@hallcounty.org](mailto:spuckett@hallcounty.org)>; Jorge Gomez (CDI: Engineering) <[jorge.gomez@hallcounty.org](mailto:jorge.gomez@hallcounty.org)>; Frank Miller (CDI: Engineering) <[fmiller@hallcounty.org](mailto:fmiller@hallcounty.org)>; Niebauer, Parker J <[PNiebauer@dot.ga.gov](mailto:PNiebauer@dot.ga.gov)>; Michael Vieira (Fire Services) <[mvieira@hallcounty.org](mailto:mvieira@hallcounty.org)>; John Hornick (Fire Services) <[jhornick@hallcounty.org](mailto:jhornick@hallcounty.org)>  
**Cc:** Ellis Still (CDI: Planning) <[estill@hallcounty.org](mailto:estill@hallcounty.org)>; Beth Garmon (CDI: Planning) <[bgarmon@hallcounty.org](mailto:bgarmon@hallcounty.org)>  
**Subject:** FW: 4053 Cleveland Hwy

Good Morning,

We received the attachment on Tuesday morning. Please provide comments back by Friday at noon. I was intending to ask that this be tabled to the 4-25-23 BOC meeting based on the site plan and GDOT comments from the applicant on 3-5-2023. I need your review before making a recommendation to the Board.

Regards,

Randi Doveton  
Director of Planning and Development  
Community Development and Infrastructure  
(770) 531-6800 | [www.hallcounty.org](http://www.hallcounty.org)





**From:** Raj Umani <[umaniraj@gmail.com](mailto:umaniraj@gmail.com)>

**Sent:** Tuesday, March 14, 2023 8:40 AM

**To:** Ellis Still (Planning) <[estill@hallcounty.org](mailto:estill@hallcounty.org)>; Stephen Walker <[stephen@getpland.net](mailto:stephen@getpland.net)>

**Cc:** Jorge Gomez (Engineering) <[jorge.gomez@hallcounty.org](mailto:jorge.gomez@hallcounty.org)>; Randi Doveton (Planning) <[rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)>; Scott Puckett (Engineering) <[spuckett@hallcounty.org](mailto:spuckett@hallcounty.org)>; Frank Miller (Engineering) <[fmiller@hallcounty.org](mailto:fmiller@hallcounty.org)>

**Subject:** Re: 4053 Cleveland 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.

WARNING: This communication has been detected as containing an attachment - Proceed with caution

Good Morning,

Attached is the updated layout for your review and approval. I have also copied the civil engineer that has worked on this plan.

Thank you for your time.

Raj

On Tue, Mar 7, 2023 at 4:19 PM Ellis Still (Planning) <[estill@hallcounty.org](mailto:estill@hallcounty.org)> wrote:

Hello Mr. Umani,

After review of your site plan and comments from GDOT, it has been determined that your site plan needs to reflect the changes that were recommended by GDOT. Your request will be held until the changes have been incorporated into your site plan. Let us know if we can assist you. Have a great day.

Ellis Still

Assistant Director of Planning and Development

Hall County Government

2875 Browns Bridge Road, Gainesville, GA 30504

770-533-7852 | [www.hallcounty.org](http://www.hallcounty.org)





--

Raj Umani  
404-867-4940



---

**Fwd: [EXTERNAL]4053 Cleveland Hwy**

---

**Niebauer, Parker J** <PNiebauer@dot.ga.gov>

Wed, Feb 22, 2023 at 5:37 PM

To: "stephen@getpland.net" &lt;stephen@getpland.net&gt;

Cc: "Faulkner, Ansley R" &lt;AFaulkner@dot.ga.gov&gt;, "umaniraj@gmail.com" &lt;umaniraj@gmail.com&gt;

Stephen,

Thanks for calling today. As discussed, a left turn lane from Jim Hood Rd into the development would impact the left turn lane from Jim Hood onto US 129/SR 11. We would not want to reduce the length of the existing LTL.

A Right-In/Right-Out (RIRO) may be a more appropriate option. Three lanes leaving the RIRO would not be approved, and will need to be limited to one right-in lane and one right-out lane.

Also note that the access on SR 11 shown in the site plan does not match the approved concept from October of 2022 (see attached).





Let us know if you have any questions. We are happy to reach out to Hall County if you are getting conflicting review comments.

Thank you,

[Quoted text hidden]

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**4 attachments**

-  **site plan2.pdf**  
264K
-  **SITE PLAN3.pdf**  
211K
-  **4053 CLEVELAND HWY Site Plan-Model.pdf**  
1146K
-  **4053 CLEVELAND HWY Site Plan\_Comments 20221005.pdf**  
1770K



## Anael Dominguez (Planning)

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**From:** Niebauer, Parker J <PNiebauer@dot.ga.gov>  
**Sent:** Wednesday, November 2, 2022 10:05 AM  
**To:** Anael Dominguez (Planning); Randi Doveton (Planning)  
**Subject:** RE: Tentative Planning Agenda for November 21, 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 GDOT responses in **red** below

### 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, October 27, 2022 10:44 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>; Ellis Still (Planning) <estill@hallcounty.org>; 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>; Matt Cox <matt.cox@hallco.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Nicole Griffin (Tax Assessors) <nicole.griffin@hallcounty.org>; nswofford <nswofford@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 November 21, 2022

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, November 21, 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, November 3<sup>rd</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

## **CALL TO ORDER**

## **AGENDA REVIEW**

## **APPROVAL OF MINUTES - November 7, 2022**

## **OLD BUSINESS**

1. [2363 Whippoorwill Lane | Variance | for a front yard setback variance from 55 feet to 35 feet, right side yard setback variance from 10 feet to 3 feet, and a left side yard setback variance from 10 feet to 9 feet on a .14± acre tract located on the west side of Whippoorwill Lane approximately 848 feet from its intersection with Sportsman Club Road | Zoned R-I; Tax Parcel 00109A000029 | Proposed use: single-family residence | \\* Commission District 4 | Thomas Ryan & Vicki Beddingfield, applicant.](#)
2. [5385 Winder Highway | Amend Conditions | of a Planned Commercial Development \(PCD\) on a 21.20± acre tract located on the north side of Winder Highway at its intersection with Benefield Road | Zoned PCD; Tax Parcel 15028B000015 | Proposed use: car condos, storage, commercial uses, and retail | \\*\\* Commission District 1 | The Dell Group, LLC, applicant.](#)

## **NEW BUSINESS**

3. [4336 Cornelia Highway | Variance | for a sign variance on sign design and dimensions with an Amended to Planned Commercial Development conditions on a 14.09± acre tract located on the south side of Cornelia Highway approximately 1,497 feet from its intersection with Lula Road | Zoned PCD; Tax Parcel 09085 000008 | Proposed use: new monument sign | \\*\\* Commission District 3 | Sophie Le Tily \(Big Mouth Signs\), applicant.](#)  
GDOT coordination required to verify no work being performed in GDOT R/W
4. [3519 White Sulphur Road | Use subject to County Commission Approval | on a 5.45± acre tract located on the east side of White Sulphur Road at its intersection with Cornelia Highway | Zoned I-II; Tax Parcel 15020A000030 | Proposed use: trailer storage | \\*\\* Commission District 3 | Reynolds-Hemmer Properties, LP, applicant.](#)  
GDOT Coordination required
5. [4139 Cagle Road | Use subject to County Commission Approval | on a 7.43± acre tract located on the north side of Cagle Road approximately 1,637 feet from its intersection with Eli Jackson Road | Zoned AR-III & V-C; Tax Parcel 09099 000008 | Proposed use: 2-lot subdivision | \\*\\* Commission District 3 | Robert & Valerie DeLeon, applicant.](#)  
None
6. [3055 Tumbling Creek Road | Amend conditions | of a Planned Residential Development \(PRD\) on a 5.1± acre tract located on the west side of Tumbling Creek Road at approximately 30 feet from its intersection with Campus Pointe Circle | Zoned PRD; Tax Parcel 08026 000005 \(pt.\) | Proposed use: 38-unit residential rental community | \\*\\* Commission District 2 | Rochester/DCCM, applicant.](#)  
None
7. [4053 Cleveland Highway | Rezone | from Agriculture-Residential-III \(AR-III\) to Suburban-Shopping \(SS\) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | \\*\\* Commission District 3 | Reginald Crayton, P.E., applicant.](#)  
GDOT Coordination Required





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

## MEMORANDUM

**To:** Randi Doveton, Director of Planning and Development  
**From:** Srikanth Yamala, Director of Public Works and Utilities  
**Date:** November 3, 2022  
**Subject:** November 21, 2022 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the November 21, 2022 meeting. Upon review, we provide the following comments.

### OLD BUSINESS

1. [2363 Whippoorwill Lane | Variance | for a front yard setback variance from 55 feet to 35 feet, right side yard setback variance from 10 feet to 3 feet, and a left side yard setback variance from 10 feet to 9 feet on a .14± acre tract located on the west side of Whippoorwill Lane approximately 848 feet from its intersection with Sportsman Club Road | Zoned R-I; Tax Parcel 00109A000029 | Proposed use: single-family residence | \\* Commission District 4 | Thomas Ryan & Vicki Beddingfield, applicant.](#)
  - a) **Engineering:** Show flood Hall County studied and FEMA.
  - b) **Traffic:** No comments.
  - c) **Utilities:** No comments.
2. [5385 Winder Highway | Amend Conditions | of a Planned Commercial Development \(PCD\) on a 21.20± acre tract located on the north side of Winder Highway at its intersection with Benefield Road | Zoned PCD; Tax Parcel 15028B000015 | Proposed use: car condos, storage, commercial uses, and retail | \\*\\* Commission District 1 | The Dell Group, LLC, applicant.](#)
  - a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.  
Show stream buffers and impervious setback from wretched vegetation not centerline of stream.
  - b) **Traffic:** No comments.
  - c) **Utilities:** No sewer in the area of project; septic proposed requires Health Department Approval.





# 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

## **NEW BUSINESS**

3. [\*\*4336 Cornelia Highway | Variance\*\* | for a sign variance on sign design and dimensions with an Amended to Planned Commercial Development conditions on a 14.09± acre tract located on the south side of Cornelia Highway approximately 1,497 feet from its intersection with Lula Road | Zoned PCD; Tax Parcel 09085 000008 | \*\*Proposed use: new monument sign\*\* | \\*\\* Commission District 3 | \*\*Sophie Le Tily \(Big Mouth Signs\), applicant.\*\*](#)
  - a) **Engineering:** No comments.
  - b) **Traffic:** No comments.
  - c) **Utilities:** No comments.
4. [\*\*3519 White Sulphur Road | Use subject to County Commission Approval\*\* | on a 5.45± acre tract located on the east side of White Sulphur Road at its intersection with Cornelia Highway | Zoned I-II; Tax Parcel 15020A000030 | \*\*Proposed use: trailer storage\*\* | \\*\\* Commission District 3 | \*\*Reynolds-Hemmer Properties, LP, applicant.\*\*](#)
  - a) **Engineering:** The site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
  - b) **Traffic:** No comments.
  - c) **Utilities:** No comments.
5. [\*\*4139 Cagle Road | Use subject to County Commission Approval\*\* | on a 7.43± acre tract located on the north side of Cagle Road approximately 1,637 feet from its intersection with Eli Jackson Road | Zoned AR-III & V-C; Tax Parcel 09099 000008 | \*\*Proposed use: 2-lot subdivision\*\* | \\*\\* Commission District 3 | \*\*Robert & Valerie DeLeon, applicant.\*\*](#)
  - a) **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan, if the total number of lots reaches more than 6.
  - b) **Traffic:** No comments.
  - c) **Utilities:** No comments.
6. [\*\*3055 Tumbling Creek Road | Amend conditions\*\* | of a Planned Residential Development \(PRD\) on a 5.1± acre tract located on the west side of Tumbling Creek Road at approximately 30 feet from its intersection with Campus Pointe Circle | Zoned PRD; Tax Parcel 08026 000005 \(pt.\) | \*\*Proposed use: 38-unit residential rental community\*\* | \\*\\* Commission District 2 | \*\*Rochester/DCCM, applicant.\*\*](#)
  - 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 buffer and impervious setback from wrested vegetation, not centerline of creek.





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

There seems to be a "Tumbling Creek Preserve Trail" through proposed development. Need to verify ownership and/or easements.

**b) Traffic:** No comments.

**c) Utilities:** City of Gainesville sewer district.

7. [4053 Cleveland Highway | Rezone | from Agriculture-Residential-III \(AR-III\) to Suburban-Shopping \(SS\) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | \\*\\* Commission District 3 | Reginald Crayton, P.E., applicant.](#)

**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 buffer and impervious setback from wrested vegetation, not centerline of creek.

**b) Traffic:** GDOT permit required.

**c) Utilities:** Gainesville/Hall County sewer district.

No sewer available. On-site septic system proposed for wastewater, therefore Health Department approval required.



## Anael Dominguez (Planning)

---

**From:** John Hornick (Fire Services)  
**Sent:** Wednesday, November 2, 2022 2:17 PM  
**To:** Randi Doveton (Planning); Anael Dominguez (Planning)  
**Subject:** Agenda Review #7

7. [4053 Cleveland Highway | Rezone | from Agriculture-Residential-III \(AR-III\) to Suburban-Shopping \(SS\) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | \\*\\* Commission District 3 | Reginald Crayton, P.E., applicant.](#)

The Hall County Fire Marshal's Office has no comments regarding the planned commercial development as proposed.

Regards,

**John Hornick, NPQ Fire Inspector 1, Plans Review**  
**Lieutenant, Hall County Fire Rescue**  
**Hall County Government**  
Main: 770-531-6838 | Cell: 404-597-0083  
Website: [www.Hallcounty.org](http://www.Hallcounty.org)





# Category Planning & Zoning has received a new request.

Here is what we have on file:

All

#1352

Category: Planning & Zoning  
Priority: 3  
Assigned To: Stewart Brian  
Submitted: 12/20/2022 8:27 PM  
Source: Website 172.71.22.13

SUBMITTER

Michelle Ladewig  
4098 Sutton road 4098 Sutton  
road  
Gainesville, GA 30506

[View Request](#)

CONTACT

[mladewig4@yahoo.com](mailto:mladewig4@yahoo.com)  
7705309444

4053 Cleveland highway  
Gainesville , Ga 30506

REQUEST DETAILS

Description

Zoning notice for 4053 Cleveland highway. This should NOT be resigned. That is a residential area. Secondly, Cleveland highway merges from 2 lanes to 1 right there, which is already a traffic issue. Adding a grocery store, gas station, and restaurant there will further cause congestion. The community does NOT want commercial establishments here

Your Information

Name  
Michelle Ladewig  
Fax Number  
Email Address  
[mladewig4@yahoo.com](mailto:mladewig4@yahoo.com)  
Preferred Contact Method  
email



## Jennifer Rivera (Administration)

---

**From:** Robbie Westbrooks <robbie.westbrooks@gmail.com>  
**Sent:** Friday, December 30, 2022 7:50 AM  
**To:** Jennifer Rivera (Administration)  
**Subject:** Letter to Commissioner Poole

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

Good morning Jennifer,  
Thanks for responding to my email. Could you please make sure Commissioner Poole receives this before the January 12th meeting?  
Thanks  
Robbie Westbrooks

Dear Commissioner Poole,

First, please let me congratulate you on winning the race for Hall County District 3 Commissioner. I wish you success and hope to be able to support your decisions going forward.

I would like to express my concerns regarding the proposed shopping center development on Cleveland Hwy at Jim Hood Road. This proposed development includes a grocery store, convenience store and a restaurant.

In my opinion, this development is not necessary for the residents in this area of Hall County. Planning commissioner Stan Hunt stated that this project may relieve the traffic flow into Gainesville by giving people a place to shop closer. It should be noted that there are already 4 convenience stores, 5 gas stations, 6 restaurants, one hardware store, and one IGA grocery store all within a 3 mile radius of this property. There is also a Dollar General only .2 of a mile further out. This is more than adequate for the area given the current population and rate of residential growth in the area. Additionally, further development could increase the already high traffic safety hazard at this intersection.

This area of Hall County is largely agricultural. There is even a 50 acre agricultural education center operated by the school system within a mile of this proposed development. I am certain there are underserved areas elsewhere in the county that could benefit from this type of development, I would urge you to consider these points when making your decision and casting your vote regarding this project at the Commissioners meeting on January 12th.

Sincerely,

Robert W. Westbrooks



## Jennifer Rivera (Administration)

---

**From:** Brian Stewart (Administration)  
**Sent:** Tuesday, February 7, 2023 8:12 AM  
**To:** Anael Dominguez (Planning); Jennifer Rivera (Administration); Abril Olivas (Administration)  
**Subject:** FW: New request received

Good morning,

See below regarding another zoning comment.

Thanks,

**Brian Stewart**  
Digital Media Specialist  
Hall County Government  
O: (770) 297-2642 | C: (470) 623-0204



---

**From:** Hall County Government <do\_not\_reply@civicplus.com>  
**Sent:** Monday, February 6, 2023 7:12 PM  
**To:** Brian Stewart (Administration) <bstewart@hallcounty.org>  
**Subject:** New request received

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.

### Category Planning & Zoning has received a new request.

---

*Here is what we have on file:*

**All**

**#1384**

Category: Planning & Zoning  
Priority: 3  
Assigned To: Stewart Brian

**SUBMITTER**  
**Michelle Ladewig**  
4098 Sutton road 4098 Sutton  
road  
Gainesville, GA 30506

[View Request](#)



Submitted: 2/6/2023 7:11 PM  
Source: Website 108.162.237.65

**CONTACT**  
[mladewig4@yahoo.com](mailto:mladewig4@yahoo.com)  
7705309444

4053 Cleveland highway  
Gainesville, Ga 30506

---

## REQUEST DETAILS

---

### Description

I would like to contest the rezoning of 4053 Cleveland highway from residential to commercial. An updated reason we do not need this to happen is they are now planning a publix on limestone/Jesse jewell. There is no need for a grocery store right here when we now will have 2 grocery stores 10 minutes away (Kroger/Publix), another Kroger less than 15 minutes away on Thompson bridge, and an IGA 5 minutes north. Please do not refine this property-keep it residential. We do not want or need more congestion and traffic in this area

---

### Your Information

Name

Michelle Ladewig

Fax Number

Email Address

[mladewig4@yahoo.com](mailto:mladewig4@yahoo.com)

Preferred Contact Method

email















**ZONING NOTICE**

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: REGINALD CRAYTON, P.E.

REQUEST: REZONE FROM AR III TO SS FOR GROCERY STORE, CONVENIENCE STORE w/GAS & RESTAURANT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: <u>                    </u>	Date: <u>FEB. 23, 2023</u>
Time: <u>                    </u>	Time: <u>6:00 PM</u>

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: REGINALD CRAYTON, P.E.

REQUEST: USE SUBJECT TO COUNTY COMMISSION APPROVAL- CONVENIENCE STORE w/GAS & RESTAURANT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: <u>                    </u>	Date: <u>FEB. 23, 2023</u>
Time: <u>                    </u>	Time: <u>6:00 PM</u>

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Feb 3, 2023 13:44:35  
4279 Hunter Road  
Gainesville  
Hall County  
Georgia



# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **REGINALD CRAYTON, P.E.**

REQUEST: **REZONE FROM AR-III TO S-S FOR GROCERY STORE, CONVENIENCE STORE W/GAS & RESTAURANT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: **—**

Time: **—**

COUNTY COMMISSION

Date: **FEB 23, 2023**

Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **REGINALD CRAYTON, P.E.**

REQUEST: **USE SUBJECT TO COUNTY COMMISSION APPROVAL  
CONVENIENCE STORE W/GAS & RESTAURANT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: **—**

Time: **—**

BOC

ONLY

COUNTY COMMISSION

Date: **FEB 23, 2023**

Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Feb 3, 2023 13:51:38  
4279 Hunter Road  
Gainesville  
Hall County  
Georgia



**ZONING NOTICE**

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: REGINALD CRAYTON, PE

REQUEST: REZONE FROM AR11 TO S-S FOR GROCERY STORE, CONVENIENCE STORE w/ GAS & RESTAURANT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: _____	Date: FEB. 23, 2023
Time: _____	Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

**ZONING NOTICE**

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: REGINALD CRAYTON, PE

REQUEST: ~~USE SUBJECT TO COUNTY COMMISSION APPROVAL~~  
CONVENIENCE STORE w/ GAS & RESTAURANT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: _____	Date: FEB. 23, 2023
Time: _____	Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Feb 3, 2023 13:53:06  
4053 Cleveland Highway  
Gainesville  
Hall County  
Georgia



**ZONING NOTICE**  
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY  
APPLICANT: REGINALD CRAYTON PE  
REQUEST: REZONE FROM AR-III to S-S FOR GROCERY STORE, CONVENIENCE STORE w/ GAS & RESTAURANT  
PUBLIC HEARINGS WILL BE HELD ON:  
PLANNING COMMISSION  
Date: 3-23-2023  
Time: 6:00 PM  
COUNTY COMMISSION  
Date: 3-23-2023  
Time: 6:00 PM  
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA  
FOR MORE INFORMATION CALL: (770) 531-6809

**ZONING NOTICE**  
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY  
APPLICANT: Reginald Crayton PE  
REQUEST: Use Subject to County Commission Approval  
Convenience Store w/ Gas & Restaurant  
PUBLIC HEARINGS WILL BE HELD ON:  
PLANNING COMMISSION  
Date: 3-23-2023  
Time: 6:00 PM  
COUNTY COMMISSION  
Date: 3-23-2023  
Time: 6:00 PM  
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA  
FOR MORE INFORMATION CALL: (770) 531-6809

Mar 8, 2023 16:27:30  
4103 Cleveland Highway  
Gainesville  
Hall County  
Georgia



**ZONING NOTICE**

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: REGINALD CRAYTON, PE

REQUEST: REZONE FROM AR-III to SS For Grocery Store, Convenience Store w/ Gas & Restaurant

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: _____	Date: <u>3-23-2023</u>
Time: _____	Time: <u>6:00 PM</u>

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: Reginald Crayton PE

REQUEST: Use Subject to County Commission Approval Convenience Store w/ Gas & Restaurant

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: _____	Date: <u>3-23-23</u>
Time: _____	Time: <u>6:00</u>

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Mar 8, 2023 16:33:04  
4128 Cleveland Highway  
Gainesville  
Hall County  
Georgia



**ZONING NOTICE**  
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.  
APPLICANT: *Reginald Crayton*  
REQUEST: *Rezone from AR-111 to S-S for Grocery Store, Convenience Store w/ Gas & Restaurant*  
PUBLIC HEARINGS WILL BE HELD BY: COUNTY COMMISSION  
PLANNING COMMISSION  
Date: *March 23, 2023*  
Time: *6:00*  
HALL COUNTY GOVERNMENT CENTER, 3015 BROWN BRIDGE ROAD, GAINESVILLE, GA  
FOR MORE INFORMATION CALL: (770) 531-4809

**ZONING NOTICE**  
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.  
APPLICANT: *Reginald Crayton, PE*  
REQUEST: *Use Subject to County Commission Approval Convenience Store w/ Gas & Restaurant*  
PUBLIC HEARINGS WILL BE HELD BY: COUNTY COMMISSION  
PLANNING COMMISSION  
Date: *3-23-23*  
Time: *6:00*  
HALL COUNTY GOVERNMENT CENTER, 3015 BROWN BRIDGE ROAD, GAINESVILLE, GA  
FOR MORE INFORMATION CALL: (770) 531-4809

Mar 8, 2023 16:34:33  
4049 Oliver Drive  
Gainesville  
Hall County  
Georgia





## AGENDA ITEM

### Planning and Development

---

**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 115/2023

**SUBJECT:** **4053 Cleveland Highway | Use Subject to County Commission Approval |** on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III, pending BOC Approval S-S; Tax Parcel 12025 000036 | **Proposed use: grocery store, convenience store with gas & restaurant |** Commission District 3 | **Reginald Crayton, P.E., applicant.** NOTE: Tabled at the February 23, 2023 Voting Meeting until the March 23, 2023 Voting Meeting.

---

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:**  
**Recommendation:** RD



Approval, with conditions:

1. The proposed use shall substantially conform with the proposed narrative and site plan. The proposed development shall be allowed to have up to 20,000 sq. ft. total in the two buildings. No further action by the Hall County Planning Commission and the Board of Commission shall be required for the proposed use as submitted by the applicant.
2. The project building elevations, materials, and colors shall be submitted to the Director of Planning and Development during the design review process for approval.
3. The development shall conform to Gateway Corridor Standards with the following exception: Standing seam roof panels shall be allowed if chosen with the color being approved by the Director of Planning and Development.
4. Driveway design and location shall be approved by Hall County Engineering and GDOT prior to the design review process.
5. All conditions of zoning shall be included on the final plat prior to recording.
6. 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."
7. The project shall meet all requirements of the Hall County Engineering Department.

**Purpose of Request:**

**4053 Cleveland Highway | Use Subject to County Commission**

**Approval** | on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III, pending BOC Approval S-S; Tax Parcel 12025 000036 |

**Proposed use: grocery store, convenience store with gas & restaurant** | Commission District 3 | **Reginald Crayton, P.E., applicant.**

**History:**

**Facts and Issues:**

**Options:**

**Funding Requested**

\$ 0.00

**Are funds within current budget?**

No

**Source of Funds**

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

No

**Has it been reviewed by the County Attorney?**

Yes

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

**Approvals:**

Submit	Approve	Budget	Finance
JR	RD	EW	WG
Attorney	Administration	Clerk	
WLI	CR	JR	

**Attachments:**



Updated Board Memo - as of 2/10/2023  
Updated Board Memo - as of 3/8/2023  
Board Memo  
Application  
Narrative  
Updated Site Plan - as of 3/16/2023  
Updated Site Plan - as of 3/5/2023  
Site Plan  
Maps  
Environmental Health Comments  
GDOT Comments - as of 3/17/2023  
GDOT Comments - as of 3/8/2023  
GDOT Comments  
Public Works Comments  
Fire Comments  
Public Comments  
Notice Sign Photos  
Updated Notice Signs - as of 3/8/2023  
Legal Ad





# 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  
Gregg Poole, District 3  
Jeff Stowe, District 4

**From:** Randi Doveton, Director

**Date:** February 6, 2023

**Subject:** **4053 Cleveland Highway | Use Subject to County Commission Approval |** to allow a grocery store, convenience store with gas & restaurant | Reginald Crayton, P.E., applicant.

---

The request before you is the conditional use application of Reginald Crayton, P.E., to allow a grocery store, convenience store with gas & restaurant (shopping center, per definition in [17.20.1010](#)) on 6.34± acres. ***It should be noted that a simultaneous rezoning request accompanies this request but has separate memos.*** This item is located within Commission District 3.

**At your January 12, 2023 regular meeting you tabled the associated rezoning request so the applicant could revise their site plan to address concerns raised during the public hearing and from the Board of Commissioners.**

Multiple residents spoke in opposition to the rezoning at the January 12, 2023 meeting but no one spoke in opposition at the Planning Commission meeting on November 21, 2022.

At their November 21, 2022 meeting, the Hall County Planning Commission voted to recommend approval of the conditional use request with seven (7) conditions **(4-0, Pilcher absent)**. **The Planning Commission voted on a conditional use and the rezoning, although only the rezoning request was before them. A separate legal advertisement was published for the conditional use and a sign posted, as per posting policy. The Conditional Use has been placed on this agenda as well. The rezoning public hearing was closed on 1-26-2023 Denial of the rezoning automatically results in denial of the conditional use, but the Chairman will need to state this during the meeting.**

There were no written comments submitted in advance of the Planning Commission meeting and no one spoke during the public forum.

There have been no changes to the request since the Planning Commission took action.

The Planning Commission imposed the same conditions on both the rezoning and conditional use.



### **Planning Commission Approval Conditions:**

1. The proposed use shall substantially conform with the proposed narrative and site plan. The proposed development shall be allowed to have up to 20,000 sq. ft. total in the two buildings. No further action by the Hall County Planning Commission and the Board of Commission shall be required for the proposed use as submitted by the applicant.
2. The project building elevations, materials, and colors shall be submitted to the Director of Planning and Development during the design review process for approval.
3. The development shall conform to Gateway Corridor Standards with the following exception: Standing seam roof panels shall be allowed if chosen with the color being approved by the Director of Planning and Development.
4. Driveway design and location shall be approved by Hall County Engineering and GDOT prior to the design review process.
5. All conditions of zoning shall be included on the final plat prior to recording.
6. 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.”
7. The project shall meet all requirements of the Hall County Engineering Department.





# Hall County Government

## COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
Srikanth Yamala

PLANNING AND DEVELOPMENT  
DIRECTOR  
Randi Doveton

**To:** Richard Higgins, Chairman  
Kathy Cooper, District 1  
Billy Powell, District 2  
Gregg Poole, District 3  
Jeff Stowe, District 4

**From:** Randi Doveton, Director

**Date:** March 6, 2023

**Subject:** **4053 Cleveland Highway | Use Subject to County Commission Approval |** to allow a grocery store, convenience store with gas & restaurant | Reginald Crayton, P.E., applicant.

---

The request before you is the conditional application of Reginald Crayton, P.E., to allow a grocery store, convenience store with gas & restaurant (shopping center, per definition in [17.20.1010](#)) on 6.34± acres. ***It should be noted that a simultaneous rezoning request accompanies this request but has separate memos. These requests may be heard together but require separate motions and votes. Should the rezoning be denied, the use is automatically denied.*** This item is located within Commission District 3.

**This item was tabled at the February 23rd meeting to allow the applicant additional time to address concerns noted during the January 12<sup>th</sup> meeting.** The applicant submitted a revised plan on March 5<sup>th</sup> with GDOT comments, however, the site plan does not address the GOT comments. Staff has requested that the applicant submit a site plan that reflects the GDOT comments. **Once received, staff and other agencies will require time review it; therefore, staff is requesting that this item be tabled to the April 25<sup>th</sup> meeting.**

Multiple residents spoke in opposition to the rezoning at the January 12, 2023 meeting but no one spoke in opposition at the Planning Commission meeting on November 21, 2022.

At their November 21, 2022 meeting, the Hall County Planning Commission voted to recommend approval of the conditional use request with seven (7) conditions **(4-0, Pilcher absent)**. **The Planning Commission voted on a conditional use and the rezoning, although only the rezoning request was before them. A separate legal advertisement was published for the conditional use and a sign posted, as per posting policy. The Conditional Use has been placed on this agenda as well.**



There were no written comments submitted in advance of the Planning Commission meeting and no one spoke during the public forum.

There have been no changes to the request since the Planning Commission took action.

The Planning Commission imposed the same conditions on both the rezoning and conditional use.

**Planning Commission Approval Conditions:**

1. The proposed use shall substantially conform with the proposed narrative and site plan. The proposed development shall be allowed to have up to 20,000 sq. ft. total in the two buildings. No further action by the Hall County Planning Commission and the Board of Commission shall be required for the proposed use as submitted by the applicant.
2. The project building elevations, materials, and colors shall be submitted to the Director of Planning and Development during the design review process for approval.
3. The development shall conform to Gateway Corridor Standards with the following exception: Standing seam roof panels shall be allowed if chosen with the color being approved by the Director of Planning and Development.
4. Driveway design and location shall be approved by Hall County Engineering and GDOT prior to the design review process.
5. All conditions of zoning shall be included on the final plat prior to recording.
6. 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.”
7. The project shall meet all requirements of the Hall County Engineering Department.





# 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  
Gregg Poole, District 3  
Jeff Stowe, District 4

**From:** Randi Doveton, Director

**Date:** February 6, 2023

**Subject:** **4053 Cleveland Highway | Use Subject to County Commission Approval | to allow a grocery store, convenience store with gas & restaurant | Reginald Crayton, P.E., applicant.**

---

The request before you is the conditional use application of Reginald Crayton, P.E., to allow a grocery store, convenience store with gas & restaurant (shopping center, per definition in [17.20.1010](#)) on 6.34± acres. **It should be noted that a simultaneous rezoning request accompanies this request but has separate memos. The items may be heard together but require separate motions and votes.** This item is located within Commission District 3.

The Rezoning request was tabled to February 23, 2023, at your January 12, 2023, meeting. No additional staff report has been prepared for this item since the criteria considered for the rezoning and conditional uses are the same within [Section 17.30.60.C](#) of the regulations and since the Planning Commission recommended the same conditions for both the rezoning and conditional use items.

At their November 21, 2022 meeting, the Hall County Planning Commission voted to recommend approval of the conditional use request with seven (7) conditions **(4-0, Pilcher absent)**. **The Planning Commission voted on a conditional use and the rezoning, although only the rezoning request was before them. A separate legal advertisement has been run for the conditional use and the sign posted to meet the posting requirements for the conditional use.**

There were no written comments submitted in advance of the Planning Commission meeting and no one spoke during the public forum. **However, multiple people spoke in opposition at the January 12, 2023 meeting when the public hearing was held for the rezoning request.**

There have been no changes to the request since the Planning Commission took action.

### Planning Commission Approval Conditions:



1. The proposed use shall substantially conform with the proposed narrative and site plan. The proposed development shall be allowed to have up to 20,000 sq. ft. total in the two buildings. No further action by the Hall County Planning Commission and the Board of Commission shall be required for the proposed use as submitted by the applicant.
2. The project building elevations, materials, and colors shall be submitted to the Director of Planning and Development during the design review process for approval.
3. The development shall conform to Gateway Corridor Standards with the following exception: Standing seam roof panels shall be allowed if chosen with the color being approved by the Director of Planning and Development.
4. Driveway design and location shall be approved by Hall County Engineering and GDOT prior to the design review process.
5. All conditions of zoning shall be included on the final plat prior to recording.
6. 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.”
7. The project shall meet all requirements of the Hall County Engineering Department.

***If the BOC denies the rezoning request, this request is automatically denied but the chairman should note this when the vote for the rezoning is taken.***



## ZONING APPLICATION

**Applicant (Name & Mailing Address)**

Reginald Crayton, PE

6075 Barfield Rd

Sandy Springs, GA 30328

Phone 404-428-3445

Email Address reggie@getpland.net

Proposed Use Grocery Store, Convenience Store w/gas, restaurant

**Property Owner (Name & Mailing Address)**

Jang Cho

3723 Wickford Lane

Peachtree Corners, 30096

Phone \_\_\_\_\_

Email Address jncho@gmail.com

**Contact Person (Name & Mailing Address)**

Reginald Crayton, PE

6075 Barfield Rd

Sandy Springs, GA 30328

Phone 404-428-3445

Email Address reggie@getpland.net

Tax Parcel Number 12025 000036

Location Address 4053 Cleveland Hwy, Gainesville, GA 30506

**Status of Applicant**

☐ Owner

☐ Option to Purchase

☐ Area Resident

☒ Other

**Requested Action**

Existing Zoning: AR-III

Rezone to: S-S

Fee: \$ \_\_\_\_\_

Receipt #: \_\_\_\_\_

Check #: \_\_\_\_\_

Acreage 6.35

**I hereby certify that the above information and all attached information are true and correct.**

Sign Reginald Crayton, PE Date: 9/12/22

**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: \_\_\_\_\_



## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

(b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:

(3) The name and official position of the local government official to whom the campaign contribution was made; and

(4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

(b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

---

I hereby certify that I have read the above and that:

I have\*\* \_\_\_\_ I have not\_X\_\_

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

**\*\*If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

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

Applicant's/Owner's Signature: \_\_\_\_\_

Date: 10/11/2022

Applicant's/Owner's Name (Printed): Muradali Umani



## 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\*\* 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): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

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

Applicant's/Owner's Signature: Reginald Crayton, PE

Date: 9/22/22

Applicant's/Owner's Name (Printed): Reginald Crayton





Reginald Crayton, PE  
6075 Barfield Rd  
Sandy Springs, GA 30328

September 12, 2022

Re: Application for 4053 Cleveland Highway  
Gainesville, GA 30506

The Applicant, Reginald Crayton, Agent for the Owner, hereby submits a Zoning Application for approximately a 6.35-acre tract, herein after referred to as "Property", located at 4053 Cleveland Highway, Gainesville, GA 30506 (Parcel Number 12025 000036). The request to rezone from AR-III (Agricultural Residential) to SS (Suburban Shopping), to develop the tract for retail uses.

As stated in the paragraph above, the property currently is zoned AR III, Agriculture Residential, and currently has an existing residential home located onsite. The property is bounded by Jim Hood Road to the north, Cleveland Highway to the east, residential properties to the west and south of the property. The proposed rezoning to SS, Suburban Shopping, will only allow for the three proposed uses of a 11,000-sf grocery store, 4,000 sf restaurant and 3,250 sf convenience store with gas station. At this moment the hours of operation have not been determined. All the proposed developments will have associated utilities, parking and stormwater.

According to Hall County zoning ordinance the minimum area and set back requirements are as follows: minimum lot size is 15,000 sf, minimum frontage is 100 ft, front yard set back 30 ft from the property line, minimum side yard setback 20 ft, and the minimum rear yard set is 10 ft, as shown on the conceptual site plan.

Signage has not been determined but will be in compliance with the Hall County Unified Code and will be no more than the maximum monument sign dimensions for nonresidential uses, 48 sf for the grocery store and 32 sf for the restaurant and Convenience store.

Water will be provided to the "Property" by the City of Gainesville, and Sewage will be handled by a septic tank located on the property.





The subject "Property" will maintain a minimum of a 10 ft landscape stripe around the property to maintain the buffer requirements.

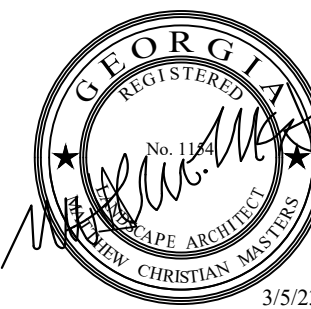
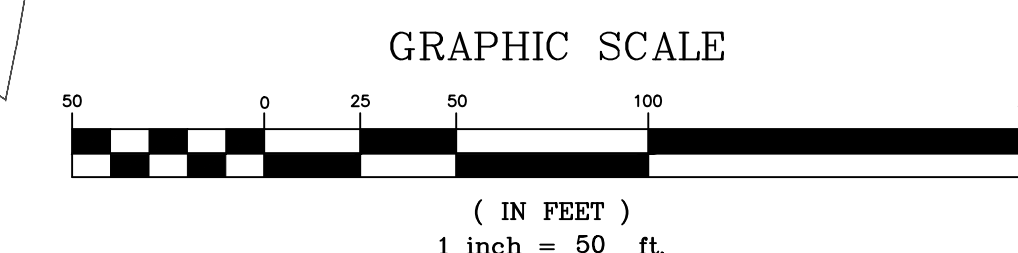
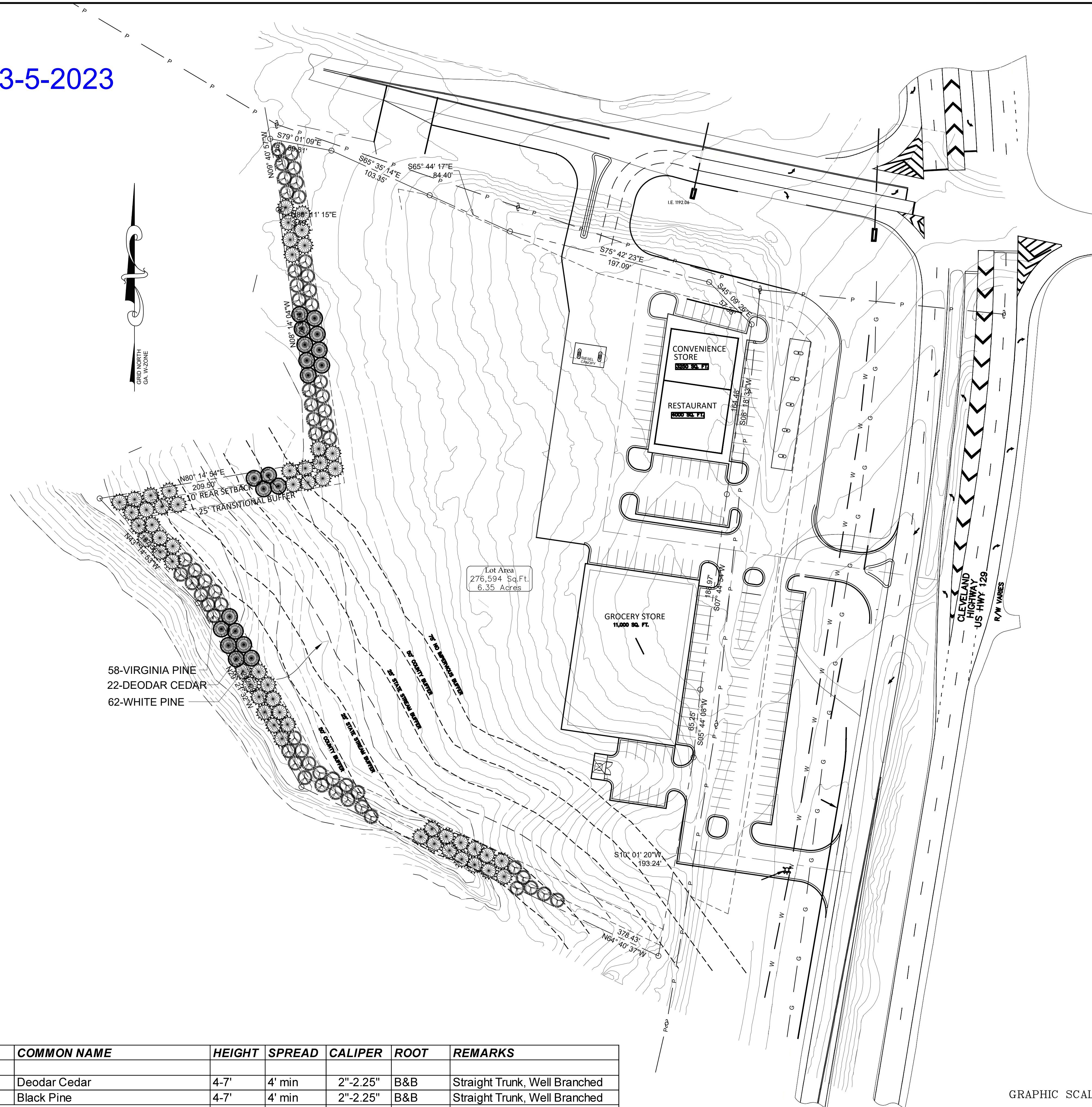
The proposed development will be consistent with the intent of the zoning ordinance for the use will have no adverse impact on the surrounding properties.  
The Applicant requests that based upon the factors mentioned above that this Application be approved for the rezoning of the subject Property.



NOT RELEASED FOR CONSTRUCTION



<b>QTY</b>	<b>BOTANICAL NAME</b>	<b>COMMON NAME</b>	<b>HEIGHT</b>	<b>SPREAD</b>	<b>CALIPER</b>	<b>ROOT</b>	<b>REMARKS</b>
	<b>TREES</b>						
22	Cedrus deodara	Deodar Cedar	4-7'	4' min	2"-2.25"	B&B	Straight Trunk, Well Branched
58	Pinus thunbergii	Black Pine	4-7'	4' min	2"-2.25"	B&B	Straight Trunk, Well Branched
62	Pinus virginiana	Virginia Pine	4-7'	4' min	2"-2.25"	B&B	Straight Trunk, Well Branched
<b>142</b>	<b>TREE TOTAL</b>						<b>TREE UNIT TOTAL</b>

E-SEAL AND SIGNATURE  
E-SEALED: E-SEALED-DATE

6075 BARFILED ROAD  
SANDY SPRINGS, GA 30328  
DIRECT: 404-644-2457  
reggie@getpland.net  
www.getpland.net

[illegible][illegible]

NOT RELEASED FOR CONSTRUCTION

**SHEET DESCRIPTION:**  
**CONCEPTUAL TREE  
REPLACEMENT PLAN**

LOCATION:  
4053 CLEVELAND HWY  
GAINESVILLE, GA 30506

CHECKED BY:	RC
DRAWN BY:	MM

CIVIL

JOB NO: #####	SHEET L.1
DATE: 3/6/2022	



OWNER: RAJ UMANI  
PHONE:

ENGINEER: PLAND ENGINEERING AND ARCHITECTURE  
CONTACT: REGINALD CRAYTON, P.E  
PHONE: 404-428-3445

SITE ADDRESS: 4053 CLEVELAND HWY  
GAINESVILLE, GA 30506

1. PARCEL NUMBER: 12025 000036
2. PARCEL AREA: 6.35 ACRES, 276,594 SF
3. CURRENT ZONING: AR-III (AGRICULTURAL RESIDENTIAL - III)  
PROPOSED ZONING: S-S (SUBURBAN SHOPPING DISTRICT)
4. DISTRICT: 12TH
5. LAND LOT: 25
6. SURVEY OBTAINED FROM W.L.B ASSOCIATES, INC  
349 CHERYL COURT, JONESBORO, GA 30238
7. ALL CONTRACTORS UTILIZING THIS PLAN SET AND THE INFORMATION CONTAINED THEREON SHOULD
8. CALL 1800-282-7411 3 DAYS BEFORE BEGINNING CONSTRUCTION.

PROPOSED BUILDINGS USE:  
CONVENIENCE STORE WITH FUELING STATION  
NUMBER OF STORIES: 1  
PROPOSED BUILDING AREA = 3250 SF

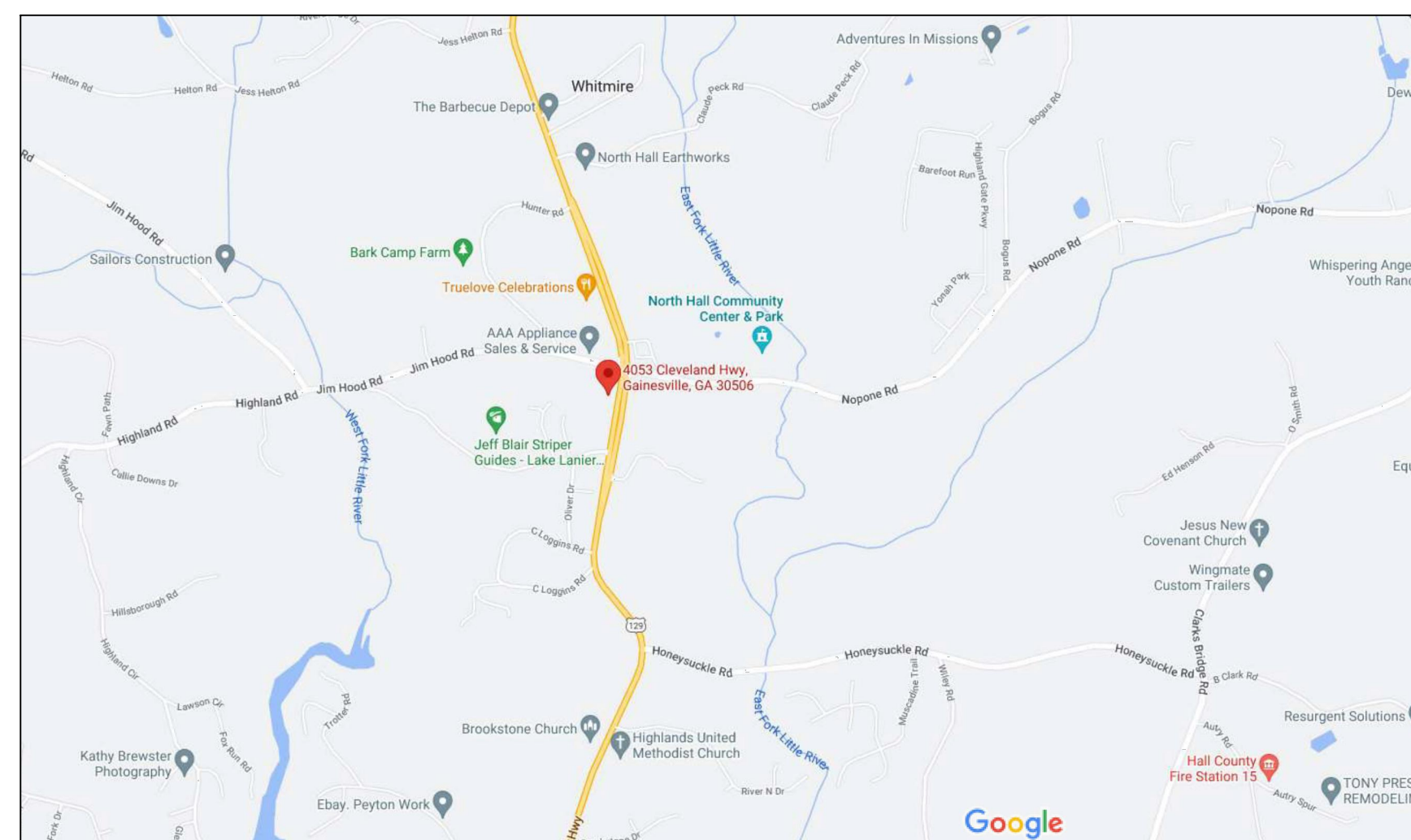
RESTAURANT  
NUMBER OF STORIES:1  
PROPOSED BUILDING AREA = 4,000 SF

GROCERY STORE  
NUMBER OF STORIES:1  
PROPOSED BUILDING AREA = 11,000 SF

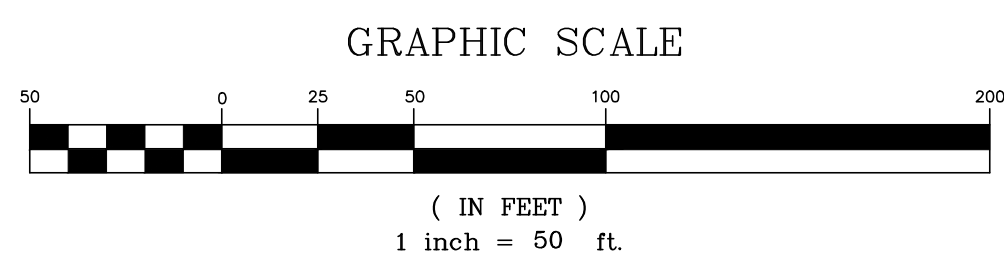
10. MIN LOT AREA: 15,000 SF
11. MIN LOT FRONTAGE: 100
12. MINIMUM FRONT YARD SET BACK: 30 FEET
13. MINIMUM SIDE YARD SETBACK: 20 FEET
14. MINIMUM REAR YARD SETBACK: 10 FEET

15.	PARKING REQUIREMENT: CONVENIENCE STORE WITH FUELING STATION:	MINIMUM REQUIRED 1 SPACE PER 200 SF 16 SPACES REQUIRED	<u>SPACES PROVIDED</u> 16 SPACES
	RESTAURANT:	9.5 SPACES PER 1,000 SF 38 SPACES REQUIRED	43 SPACES PROVIDED
	GROCERY STORE:	1 SPACE PER 200 SF 55 SPACES REQUIRED	79 SPACES PROVIDED

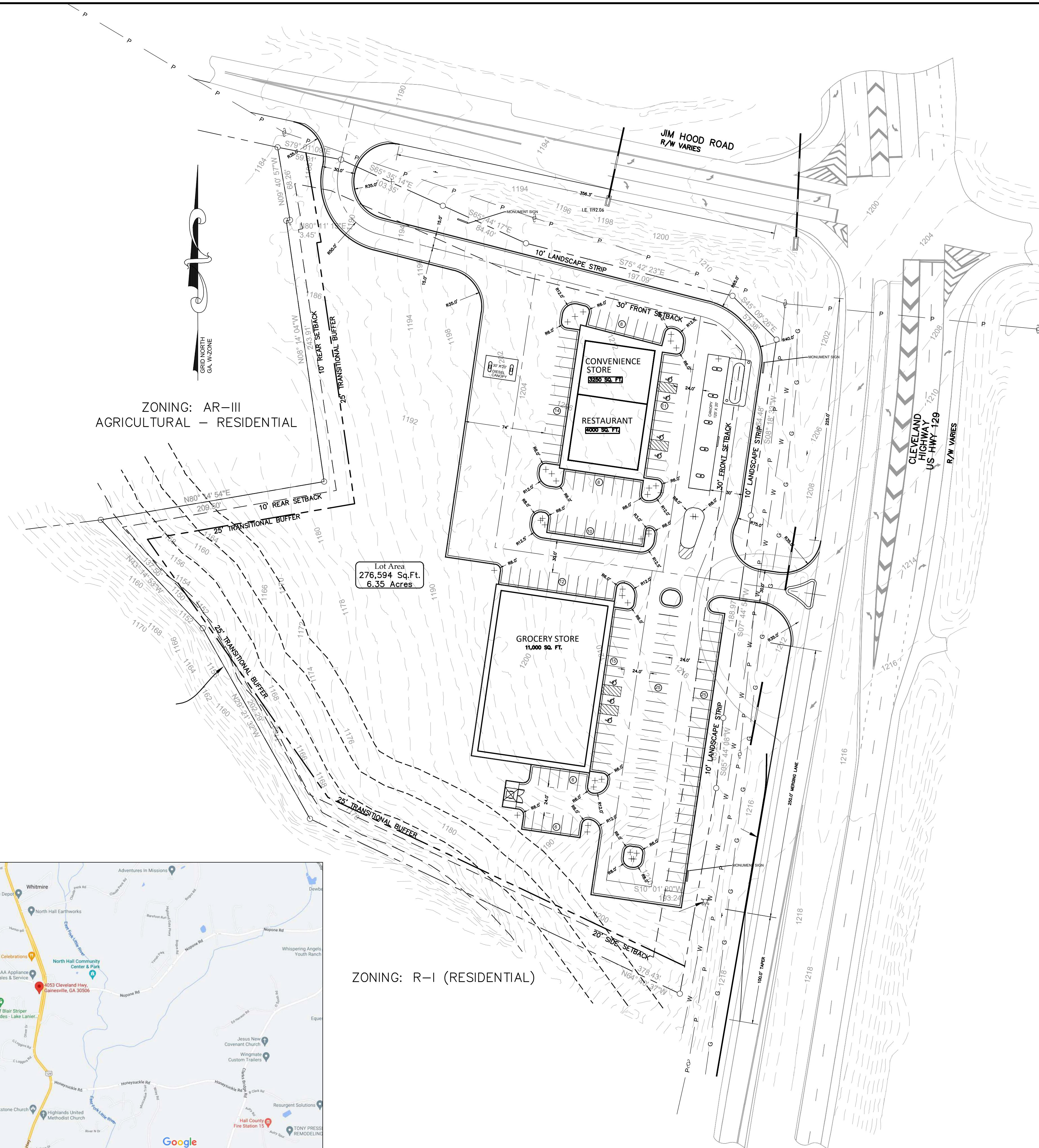
16. PUBLIC WATER SERVICE WILL BE PROVIDED TO THE PROPERTY BY THE CITY OF GAINESVILLE.
17. SEWER/SEWAGE WILL BE HANDLED ON SITE BY A SEPTIC SYSTEM.



VICINITY MAP:



Know what's below.  
Call before you dig.



E-SEAL AND SIGNATURE  
E-SEALED: E-SEALED-DATE



6075 BARFILED ROAD  
SANDY SPRINGS, GA 30328  
DIRECT: 404-644-2457  
reggie@getpland.net  
www.getpland.net

[illegible]

THESE DRAWINGS, SPECIFICATIONS, AND ALL RELATED DOCUMENTS ARE THE PROPERTY OF THE DESIGN TEAM AND NOT BE REPRODUCED IN ANY MANNER WITHOUT USED IN CONNECTION WITH ANY OTHER LOCATION OTHER THAN THE SPECIFIC PROJECT FOR WHICH THEY WERE PREPARED. ANY REUSE OF ANY OF THE DRAWINGS, SPECIFICATIONS, OR ANY OTHER DOCUMENTS WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE DESIGN TEAM IS PROHIBITED. THE DESIGN TEAM SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY TO ANY PERSON OR PROPERTY, INCLUDING ANY DAMAGE TO ANY PERSON OR PROPERTY, THAT MAY BE CAUSED BY THE USE OF ANY OF THE DRAWINGS, SPECIFICATIONS, OR ANY OTHER DOCUMENTS. THE DESIGN TEAM SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY TO ANY PERSON OR PROPERTY, INCLUDING ANY DAMAGE TO ANY PERSON OR PROPERTY, THAT MAY BE CAUSED BY THE USE OF ANY OF THE DRAWINGS, SPECIFICATIONS, OR ANY OTHER DOCUMENTS.

**SHEET DESCRIPTION:**  
**PRELIMINARY SITE PLAN**

LOCATION:  
4053 CLEVELAND HWY  
GAINESVILLE, GA 30506

CHECKED BY:  
RC

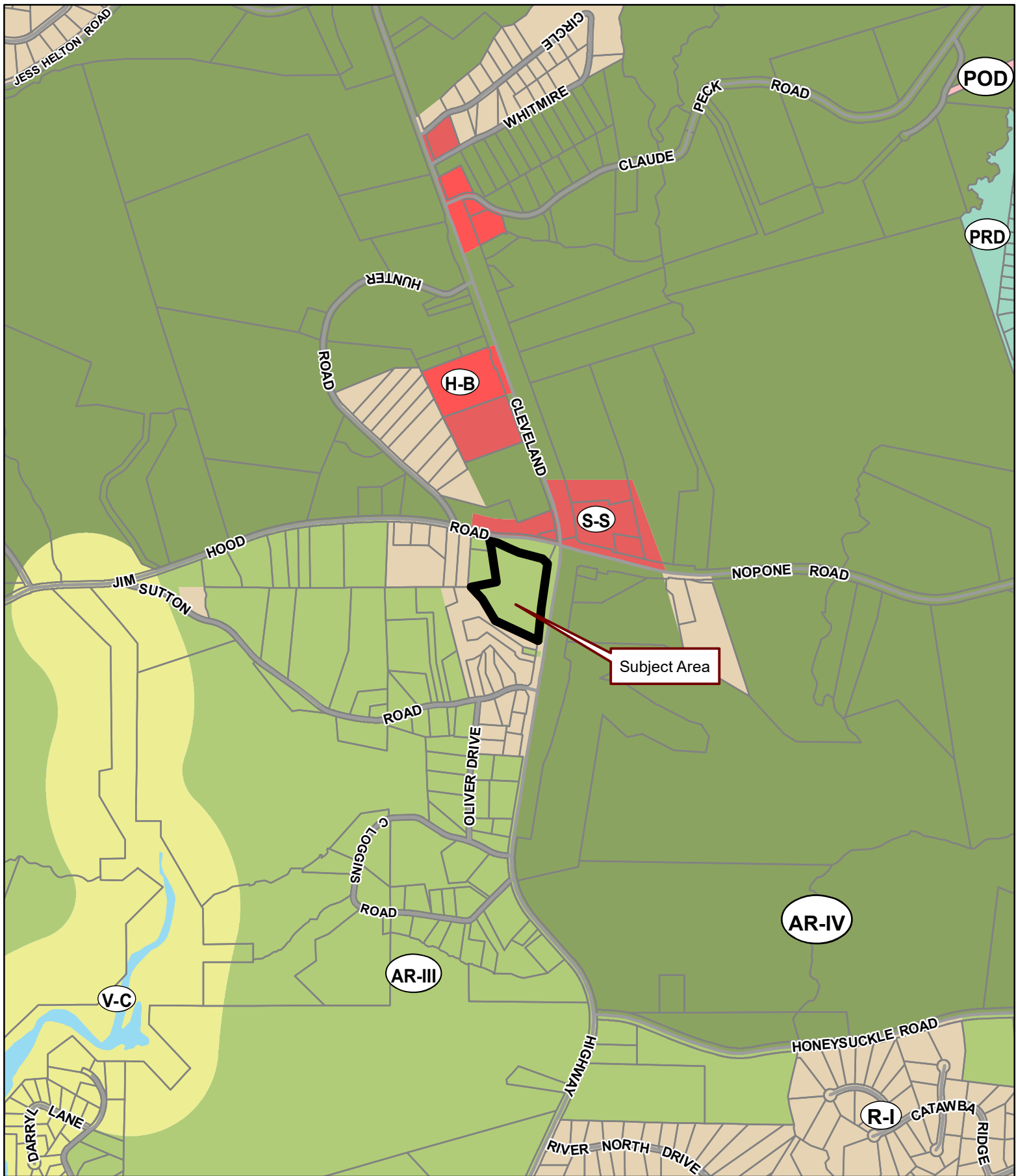
DRAWN BY:  
RC

CIVIL

JOB NO: #####	SHEET C.1
DATE: 3/6/2022	

NOT RELEASED FOR CONSTRUCTION





**Applicant:** REGINALD CRAYTON, PE

**Tax Parcel #:** 12025 000036

**Location:** 4053 CLEVELAND HIGHWAY, GAINESVILLE, GA 30506

**Commission District 3**

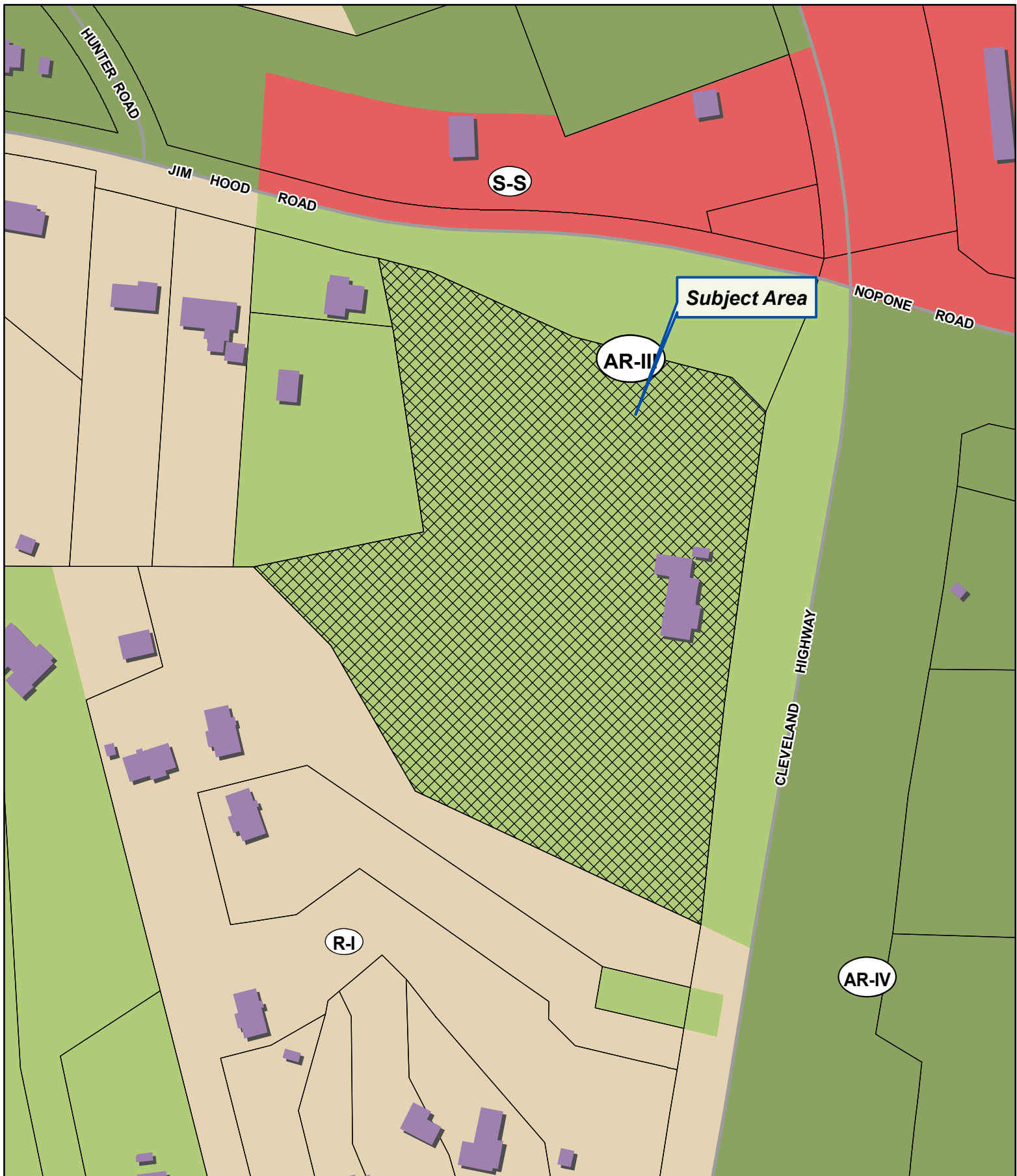
**PC Mtg. Date:** 11/21/2022

0 300 600 1,200  
Feet

- Zoning Boundary
- City Limits
- Subject Area
- Structure







**Applicant:** REGINALD CRAYTON, PE

**Tax Parcel #:** 12025 000036

**Location:** 4053 CLEVELAND HIGHWAY, GAINESVILLE, GA 30506

**Commission District 3**

**PC Mtg. Date:** 11/21/2022

0 25 50 100  
Feet

- Zoning Boundary
- City Limits
- ▨ Subject Area
- Structure







**Applicant:** REGINALD CRAYTON, PE

**Tax Parcel #:** 12025 000036

**Location:** 4053 CLEVELAND HIGHWAY, GAINESVILLE, GA 30506

**Commission District 3**

**PC Mtg. Date:** 11/21/2022

0 50 100 200  
Feet

— Zoning Boundary  
— City Limits  
— Subject Area





## Anael Dominguez (Planning)

---

**From:** Emily McGahee (Environmental Health)  
**Sent:** Monday, October 31, 2022 4:22 PM  
**To:** Anael Dominguez (Planning); Randi Doveton (Planning)  
**Cc:** Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)  
**Subject:** HCPC Tentative Agenda 11.21.22

Please find Environmental Health comments below:

Item 1, 2363 Whippoorwill Lane, Beddingfield: Must meet all Environmental Health residential septic system permitting requirements. Existing system evaluation and/or septic system modification may be required for system serving existing home on property. Level 3 Soil Evaluation will be required prior to application if existing septic system will not be used.

Item 2, 5385 Winder Hwy, Dell Group: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 3, 4336 Cornelia Hwy, Le Tily: No comment.

Item 4, 3519 White Sulphur Rd, Reynolds-Hemmer: No comment. Public sewer.

Item 5, 4139 Cagle Road, DeLeon: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 6, 3055 Tumbling Creek Road, Rochester: No comment. Public sewer.

Item 7, 4053 Cleveland Hwy, Crayton: Non-domestic wastewater treatment and disposal must be permitted by EPD.

Emily McGahee  
Hall County Environmental Health  
Hall County Government Center  
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)



## Updated Comments from GDOT/Engineering - 4053 Cleveland Highway

### Jennifer Rivera (Administration)

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**From:** Randi Doveton (CDI: Planning)  
**Sent:** Friday, March 17, 2023 1:57 PM  
**To:** Anael Dominguez (CDI: Planning); Jennifer Rivera (Administration)  
**Subject:** FW: 4053 Cleveland Hwy

---

**From:** Scott Puckett (CDI: Engineering) <spuckett@hallcounty.org>  
**Sent:** Friday, March 17, 2023 1:04 PM  
**To:** Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; John Hornick (Fire Services) <jhornick@hallcounty.org>  
**Cc:** Ellis Still (CDI: Planning) <estill@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>  
**Subject:** Re: 4053 Cleveland Hwy

Hello All,

Staff's concern is accessibility of northbound SR11/US129 (Cleveland Hwy.) to the proposed site. I spoke to GDOT regarding this and they advised that the right-in/right-out driveways on Cleveland Highway and Jim Hood Road are currently required to not interfere with intersection operations. This current driveway configuration will necessitate a u-turn maneuver at the intersection or an illegal left turn off of Jim Hood Road for northbound traffic to enter the site. GDOT is open to two additional options to address this issue. One is to consider an RCUT median opening on SR11/US129 (Cleveland Hwy.) which will require studies and consideration by the Atlanta GDOT office, but required spacing is an issue. Two would be to consider a short left turn lane (but no decel lane due to adjacent property issues) on Jim Hood Road that would not affect the existing lanes or tapers for the intersection. This would require roadway widening, striping removal, replacement and GDOT approval. See the GDOT response below for details.

Thanks,

Scott

Scott G. Puckett

County Traffic Engineer

Hall County Community Development and Infrastructure  
(770)531-6800 | [www.hallcounty.org](http://www.hallcounty.org)





Hey Scott,

Thanks for taking my call today. I understand the concerns and we're open to discuss options here. Thanks for being so communicative with us.

An RCUT here would be viewed as a median opening by GDOT and would have to be approved by our downtown office and we will require the developer to provide, at a minimum, an Intersection Control Evaluation (ICE), and likely a traffic study as well.

Some of our initial concerns with the placement of a driveway further south on US 129 are median opening spacing and where the driveway would fall in the merge section.

A left turn in on Jim Hood may be feasible if we can be confident the left turns will neither back up traffic towards the signal nor reduce the existing eastbound left turn lane storage (whether through striping or actual queueing).

Please let us know how you would like to proceed.

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:** Jorge Gomez (CDI: Engineering)

**Sent:** Thursday, March 16, 2023 1:48 PM

**To:** Randi Doveton (CDI: Planning); Scott Puckett (CDI: Engineering); Frank Miller (CDI: Engineering); Niebauer, Parker J; Michael Vieira (Fire Services); John Hornick (Fire Services)

**Cc:** Ellis Still (CDI: Planning); Beth Garmon (CDI: Planning)

**Subject:** RE: 4053 Cleveland Hwy



Good afternoon Randi / All,

Hall County Engineering would defer to GDOT for the access as the development is off a state road. However, we would suggest allowing an r-cut that would allow a left-in to the site from Cleveland Highway. On the previous version of the plan (second attachment), they showed a driveway on the southern end of their development that could have accommodated this movement without impacting the NB left turn bay into Jim Hood. This is being offered as a suggestion to avoid u-turns on Cleveland Highway in order to access the site.

Please advise if there are any questions.

Respectfully,  
Jorge A. Gomez, P.E.  
Assistant County Engineer  
Hall County Community Development and Infrastructure  
(770) 531-6800 | [www.hallcounty.org](http://www.hallcounty.org)



---

**From:** Randi Doveton (CDI: Planning) <[rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)>  
**Sent:** Thursday, March 16, 2023 10:32 AM  
**To:** Scott Puckett (CDI: Engineering) <[spuckett@hallcounty.org](mailto:spuckett@hallcounty.org)>; Jorge Gomez (CDI: Engineering) <[jorge.gomez@hallcounty.org](mailto:jorge.gomez@hallcounty.org)>; Frank Miller (CDI: Engineering) <[fmiller@hallcounty.org](mailto:fmiller@hallcounty.org)>; Niebauer, Parker J <[PNiebauer@dot.ga.gov](mailto:PNiebauer@dot.ga.gov)>; Michael Vieira (Fire Services) <[mvieira@hallcounty.org](mailto:mvieira@hallcounty.org)>; John Hornick (Fire Services) <[jhornick@hallcounty.org](mailto:jhornick@hallcounty.org)>  
**Cc:** Ellis Still (CDI: Planning) <[estill@hallcounty.org](mailto:estill@hallcounty.org)>; Beth Garmon (CDI: Planning) <[bgarmon@hallcounty.org](mailto:bgarmon@hallcounty.org)>  
**Subject:** FW: 4053 Cleveland Hwy

Good Morning,

We received the attachment on Tuesday morning. Please provide comments back by Friday at noon. I was intending to ask that this be tabled to the 4-25-23 BOC meeting based on the site plan and GDOT comments from the applicant on 3-5-2023. I need your review before making a recommendation to the Board.

Regards,

Randi Doveton  
Director of Planning and Development  
Community Development and Infrastructure  
(770) 531-6800 | [www.hallcounty.org](http://www.hallcounty.org)





**From:** Raj Umani <[umaniraj@gmail.com](mailto:umaniraj@gmail.com)>

**Sent:** Tuesday, March 14, 2023 8:40 AM

**To:** Ellis Still (Planning) <[estill@hallcounty.org](mailto:estill@hallcounty.org)>; Stephen Walker <[stephen@getpland.net](mailto:stephen@getpland.net)>

**Cc:** Jorge Gomez (Engineering) <[jorge.gomez@hallcounty.org](mailto:jorge.gomez@hallcounty.org)>; Randi Doveton (Planning) <[rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)>; Scott Puckett (Engineering) <[spuckett@hallcounty.org](mailto:spuckett@hallcounty.org)>; Frank Miller (Engineering) <[fmiller@hallcounty.org](mailto:fmiller@hallcounty.org)>

**Subject:** Re: 4053 Cleveland 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.

WARNING: This communication has been detected as containing an attachment - Proceed with caution

Good Morning,

Attached is the updated layout for your review and approval. I have also copied the civil engineer that has worked on this plan.

Thank you for your time.

Raj

On Tue, Mar 7, 2023 at 4:19 PM Ellis Still (Planning) <[estill@hallcounty.org](mailto:estill@hallcounty.org)> wrote:

Hello Mr. Umani,

After review of your site plan and comments from GDOT, it has been determined that your site plan needs to reflect the changes that were recommended by GDOT. Your request will be held until the changes have been incorporated into your site plan. Let us know if we can assist you. Have a great day.

Ellis Still

Assistant Director of Planning and Development

Hall County Government

2875 Browns Bridge Road, Gainesville, GA 30504

770-533-7852 | [www.hallcounty.org](http://www.hallcounty.org)





--

Raj Umani  
404-867-4940



---

**Fwd: [EXTERNAL]4053 Cleveland Hwy**

---

**Niebauer, Parker J** <PNiebauer@dot.ga.gov>

Wed, Feb 22, 2023 at 5:37 PM

To: "stephen@getpland.net" &lt;stephen@getpland.net&gt;

Cc: "Faulkner, Ansley R" &lt;AFaulkner@dot.ga.gov&gt;, "umaniraj@gmail.com" &lt;umaniraj@gmail.com&gt;

Stephen,

Thanks for calling today. As discussed, a left turn lane from Jim Hood Rd into the development would impact the left turn lane from Jim Hood onto US 129/SR 11. We would not want to reduce the length of the existing LTL.

A Right-In/Right-Out (RIRO) may be a more appropriate option. Three lanes leaving the RIRO would not be approved, and will need to be limited to one right-in lane and one right-out lane.

Also note that the access on SR 11 shown in the site plan does not match the approved concept from October of 2022 (see attached).





Let us know if you have any questions. We are happy to reach out to Hall County if you are getting conflicting review comments.

Thank you,

[Quoted text hidden]

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**4 attachments**

-  **site plan2.pdf**  
264K
-  **SITE PLAN3.pdf**  
211K
-  **4053 CLEVELAND HWY Site Plan-Model.pdf**  
1146K
-  **4053 CLEVELAND HWY Site Plan\_Comments 20221005.pdf**  
1770K



## Anael Dominguez (Planning)

---

**From:** Niebauer, Parker J <PNiebauer@dot.ga.gov>  
**Sent:** Wednesday, November 2, 2022 10:05 AM  
**To:** Anael Dominguez (Planning); Randi Doveton (Planning)  
**Subject:** RE: Tentative Planning Agenda for November 21, 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 GDOT responses in **red** below

### 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, October 27, 2022 10:44 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>; Ellis Still (Planning) <estill@hallcounty.org>; 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>; Matt Cox <matt.cox@hallco.org>; Michael Vieira (Fire Services) <mvieira@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 November 21, 2022

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, November 21, 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, November 3<sup>rd</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

## **CALL TO ORDER**

## **AGENDA REVIEW**

## **APPROVAL OF MINUTES - November 7, 2022**

## **OLD BUSINESS**

1. [2363 Whippoorwill Lane | Variance | for a front yard setback variance from 55 feet to 35 feet, right side yard setback variance from 10 feet to 3 feet, and a left side yard setback variance from 10 feet to 9 feet on a .14± acre tract located on the west side of Whippoorwill Lane approximately 848 feet from its intersection with Sportsman Club Road | Zoned R-I; Tax Parcel 00109A000029 | Proposed use: single-family residence | \\* Commission District 4 | Thomas Ryan & Vicki Beddingfield, applicant.](#)
2. [5385 Winder Highway | Amend Conditions | of a Planned Commercial Development \(PCD\) on a 21.20± acre tract located on the north side of Winder Highway at its intersection with Benefield Road | Zoned PCD; Tax Parcel 15028B000015 | Proposed use: car condos, storage, commercial uses, and retail | \\*\\* Commission District 1 | The Dell Group, LLC, applicant.](#)

## **NEW BUSINESS**

3. [4336 Cornelia Highway | Variance | for a sign variance on sign design and dimensions with an Amended to Planned Commercial Development conditions on a 14.09± acre tract located on the south side of Cornelia Highway approximately 1,497 feet from its intersection with Lula Road | Zoned PCD; Tax Parcel 09085 000008 | Proposed use: new monument sign | \\*\\* Commission District 3 | Sophie Le Tily \(Big Mouth Signs\), applicant.](#)  
GDOT coordination required to verify no work being performed in GDOT R/W
4. [3519 White Sulphur Road | Use subject to County Commission Approval | on a 5.45± acre tract located on the east side of White Sulphur Road at its intersection with Cornelia Highway | Zoned I-II; Tax Parcel 15020A000030 | Proposed use: trailer storage | \\*\\* Commission District 3 | Reynolds-Hemmer Properties, LP, applicant.](#)  
GDOT Coordination required
5. [4139 Cagle Road | Use subject to County Commission Approval | on a 7.43± acre tract located on the north side of Cagle Road approximately 1,637 feet from its intersection with Eli Jackson Road | Zoned AR-III & V-C; Tax Parcel 09099 000008 | Proposed use: 2-lot subdivision | \\*\\* Commission District 3 | Robert & Valerie DeLeon, applicant.](#)  
None
6. [3055 Tumbling Creek Road | Amend conditions | of a Planned Residential Development \(PRD\) on a 5.1± acre tract located on the west side of Tumbling Creek Road at approximately 30 feet from its intersection with Campus Pointe Circle | Zoned PRD; Tax Parcel 08026 000005 \(pt.\) | Proposed use: 38-unit residential rental community | \\*\\* Commission District 2 | Rochester/DCCM, applicant.](#)  
None
7. [4053 Cleveland Highway | Rezone | from Agriculture-Residential-III \(AR-III\) to Suburban-Shopping \(SS\) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | \\*\\* Commission District 3 | Reginald Crayton, P.E., applicant.](#)  
GDOT Coordination Required





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

## MEMORANDUM

**To:** Randi Doveton, Director of Planning and Development  
**From:** Srikanth Yamala, Director of Public Works and Utilities  
**Date:** November 3, 2022  
**Subject:** November 21, 2022 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the November 21, 2022 meeting. Upon review, we provide the following comments.

### OLD BUSINESS

1. [2363 Whippoorwill Lane | Variance | for a front yard setback variance from 55 feet to 35 feet, right side yard setback variance from 10 feet to 3 feet, and a left side yard setback variance from 10 feet to 9 feet on a .14± acre tract located on the west side of Whippoorwill Lane approximately 848 feet from its intersection with Sportsman Club Road | Zoned R-I; Tax Parcel 00109A000029 | Proposed use: single-family residence | \\* Commission District 4 | Thomas Ryan & Vicki Beddingfield, applicant.](#)
  - a) **Engineering:** Show flood Hall County studied and FEMA.
  - b) **Traffic:** No comments.
  - c) **Utilities:** No comments.
2. [5385 Winder Highway | Amend Conditions | of a Planned Commercial Development \(PCD\) on a 21.20± acre tract located on the north side of Winder Highway at its intersection with Benefield Road | Zoned PCD; Tax Parcel 15028B000015 | Proposed use: car condos, storage, commercial uses, and retail | \\*\\* Commission District 1 | The Dell Group, LLC, applicant.](#)
  - a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.  
Show stream buffers and impervious setback from wretched vegetation not centerline of stream.
  - b) **Traffic:** No comments.
  - c) **Utilities:** No sewer in the area of project; septic proposed requires Health Department Approval.





# 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

## **NEW BUSINESS**

3. [\*\*4336 Cornelia Highway | Variance\*\* | for a sign variance on sign design and dimensions with an Amended to Planned Commercial Development conditions on a 14.09± acre tract located on the south side of Cornelia Highway approximately 1,497 feet from its intersection with Lula Road | Zoned PCD; Tax Parcel 09085 000008 | \*\*Proposed use: new monument sign\*\* | \\*\\* Commission District 3 | \*\*Sophie Le Tily \(Big Mouth Signs\), applicant.\*\*](#)
  - a) **Engineering:** No comments.
  - b) **Traffic:** No comments.
  - c) **Utilities:** No comments.
4. [\*\*3519 White Sulphur Road | Use subject to County Commission Approval\*\* | on a 5.45± acre tract located on the east side of White Sulphur Road at its intersection with Cornelia Highway | Zoned I-II; Tax Parcel 15020A000030 | \*\*Proposed use: trailer storage\*\* | \\*\\* Commission District 3 | \*\*Reynolds-Hemmer Properties, LP, applicant.\*\*](#)
  - a) **Engineering:** The site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
  - b) **Traffic:** No comments.
  - c) **Utilities:** No comments.
5. [\*\*4139 Cagle Road | Use subject to County Commission Approval\*\* | on a 7.43± acre tract located on the north side of Cagle Road approximately 1,637 feet from its intersection with Eli Jackson Road | Zoned AR-III & V-C; Tax Parcel 09099 000008 | \*\*Proposed use: 2-lot subdivision\*\* | \\*\\* Commission District 3 | \*\*Robert & Valerie DeLeon, applicant.\*\*](#)
  - a) **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan, if the total number of lots reaches more than 6.
  - b) **Traffic:** No comments.
  - c) **Utilities:** No comments.
6. [\*\*3055 Tumbling Creek Road | Amend conditions\*\* | of a Planned Residential Development \(PRD\) on a 5.1± acre tract located on the west side of Tumbling Creek Road at approximately 30 feet from its intersection with Campus Pointe Circle | Zoned PRD; Tax Parcel 08026 000005 \(pt.\) | \*\*Proposed use: 38-unit residential rental community\*\* | \\*\\* Commission District 2 | \*\*Rochester/DCCM, applicant.\*\*](#)
  - 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 buffer and impervious setback from wrested vegetation, not centerline of creek.





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

There seems to be a "Tumbling Creek Preserve Trail" through proposed development. Need to verify ownership and/or easements.

**b) Traffic:** No comments.

**c) Utilities:** City of Gainesville sewer district.

7. [4053 Cleveland Highway | Rezone | from Agriculture-Residential-III \(AR-III\) to Suburban-Shopping \(SS\) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | \\*\\* Commission District 3 | Reginald Crayton, P.E., applicant.](#)

**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 buffer and impervious setback from wrested vegetation, not centerline of creek.

**b) Traffic:** GDOT permit required.

**c) Utilities:** Gainesville/Hall County sewer district.

No sewer available. On-site septic system proposed for wastewater, therefore Health Department approval required.



## Anael Dominguez (Planning)

---

**From:** John Hornick (Fire Services)  
**Sent:** Wednesday, November 2, 2022 2:17 PM  
**To:** Randi Doveton (Planning); Anael Dominguez (Planning)  
**Subject:** Agenda Review #7

7. [4053 Cleveland Highway | Rezone | from Agriculture-Residential-III \(AR-III\) to Suburban-Shopping \(SS\) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | \\*\\* Commission District 3 | Reginald Crayton, P.E., applicant.](#)

The Hall County Fire Marshal's Office has no comments regarding the planned commercial development as proposed.

Regards,

**John Hornick, NPQ Fire Inspector 1, Plans Review**  
**Lieutenant, Hall County Fire Rescue**  
**Hall County Government**  
Main: 770-531-6838 | Cell: 404-597-0083  
Website: [www.Hallcounty.org](http://www.Hallcounty.org)





# Category Planning & Zoning has received a new request.

Here is what we have on file:

All

#1352

Category: Planning & Zoning  
Priority: 3  
Assigned To: Stewart Brian  
Submitted: 12/20/2022 8:27 PM  
Source: Website 172.71.22.13

SUBMITTER

Michelle Ladewig  
4098 Sutton road 4098 Sutton road  
Gainesville, GA 30506

[View Request](#)

CONTACT

[mladewig4@yahoo.com](mailto:mladewig4@yahoo.com)  
7705309444

4053 Cleveland highway  
Gainesville , Ga 30506

REQUEST DETAILS

Description

Zoning notice for 4053 Cleveland highway. This should NOT be resigned. That is a residential area. Secondly, Cleveland highway merges from 2 lanes to 1 right there, which is already a traffic issue. Adding a grocery store, gas station, and restaurant there will further cause congestion. The community does NOT want commercial establishments here

Your Information

Name  
Michelle Ladewig  
Fax Number  
Email Address  
[mladewig4@yahoo.com](mailto:mladewig4@yahoo.com)  
Preferred Contact Method  
email



**ZONING NOTICE**

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: REGINALD CRAYTON, P.E.

REQUEST: REZONE FROM AR III TO SS FOR GROCERY STORE, CONVENIENCE STORE w/GAS & RESTAURANT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: <u>          </u>	Date: <u>FEB. 23, 2023</u>
Time: <u>          </u>	Time: <u>6:00 PM</u>

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: REGINALD CRAYTON, P.E.

REQUEST: USE SUBJECT TO COUNTY COMMISSION APPROVAL- CONVENIENCE STORE w/GAS & RESTAURANT

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: <u>          </u>	Date: <u>FEB. 23, 2023</u>
Time: <u>          </u>	Time: <u>6:00 PM</u>

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Feb 3, 2023 13:44:35  
4279 Hunter Road  
Gainesville  
Hall County  
Georgia



# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **REGINALD CRAYTON, P.E.**

REQUEST: **REZONE FROM AR-III TO S-S FOR GROCERY STORE, CONVENIENCE STORE W/GAS & RESTAURANT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: **FEB 23, 2023**

Time: **6:00 PM**

COUNTY COMMISSION

Date: **FEB 23, 2023**

Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

# ZONING NOTICE

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APPLICANT: **REGINALD CRAYTON, P.E.**

REQUEST: **USE SUBJECT TO COUNTY COMMISSION APPROVAL  
CONVENIENCE STORE W/GAS & RESTAURANT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: **—**

Time: **—**

BOC

ONLY

COUNTY COMMISSION

Date: **FEB 23, 2023**

Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Feb 3, 2023 13:51:38  
4279 Hunter Road  
Gainesville  
Hall County  
Georgia



**ZONING NOTICE**

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **REGINALD CRAYTON, PE**

REQUEST: **REZONE FROM AR11 TO S-S FOR GROCERY STORE, CONVENIENCE STORE w/GAS & RESTAURANT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: <b>—</b>	Date: <b>FEB. 23, 2023</b>
Time: <b>—</b>	Time: <b>6:00 PM</b>

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: **REGINALD CRAYTON, PE**

REQUEST: **USE SUBJECT TO COUNTY COMMISSION APPROVAL- CONVENIENCE STORE w/GAS & RESTAURANT**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: <b>—</b>	Date: <b>FEB. 23, 2023</b>
Time: <b>—</b>	Time: <b>6:00 PM</b>

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Feb 3, 2023 13:53:06  
4053 Cleveland Highway  
Gainesville  
Hall County  
Georgia



**ZONING NOTICE**  
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY  
APPLICANT: REGINALD CRAYTON PE  
REQUEST: REZONE FROM AR-III to S-S FOR GROCERY STORE, CONVENIENCE STORE w/ GAS & RESTAURANT  
PUBLIC HEARINGS WILL BE HELD ON:  
PLANNING COMMISSION  
Date: 3-23-2023  
Time: 6:00 PM  
COUNTY COMMISSION  
Date: 3-23-2023  
Time: 6:00 PM  
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA  
FOR MORE INFORMATION CALL: (770) 531-6809

**ZONING NOTICE**  
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY  
APPLICANT: Reginald Crayton PE  
REQUEST: Use Subject to County Commission Approval  
Convenience Store w/ Gas & Restaurant  
PUBLIC HEARINGS WILL BE HELD ON:  
PLANNING COMMISSION  
Date: 3-23-2023  
Time: 6:00 PM  
COUNTY COMMISSION  
Date: 3-23-2023  
Time: 6:00 PM  
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA  
FOR MORE INFORMATION CALL: (770) 531-6809

Mar 8, 2023 16:27:30  
4103 Cleveland Highway  
Gainesville  
Hall County  
Georgia



**ZONING NOTICE**

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: REGINALD CRAYTON, PE

REQUEST: REZONE FROM AR-III to SS For Grocery Store, Convenience Store w/ Gas & Restaurant

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: _____	Date: <u>3-23-2023</u>
Time: _____	Time: <u>6:00 PM</u>

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: Reginald Crayton PE

REQUEST: Use Subject to County Commission Approval Convenience Store w/ Gas & Restaurant

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: _____	Date: <u>3-23-23</u>
Time: _____	Time: <u>6:00</u>

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Mar 8, 2023 16:33:04  
 4128 Cleveland Highway  
 Gainesville  
 Hall County  
 Georgia



**ZONING NOTICE**  
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.  
APPLICANT: *Reginald Crayton*  
REQUEST: *Rezone from AR-111 to S-S for Grocery Store, Convenience Store w/ Gas & Restaurant*  
PUBLIC HEARINGS WILL BE HELD BY: COUNTY COMMISSION  
PLANNING COMMISSION  
Date: *March 23, 2023*  
Time: *6:00*  
HALL COUNTY GOVERNMENT CENTER, 3015 BROWN BRIDGE ROAD, GAINESVILLE, GA  
FOR MORE INFORMATION CALL: (770) 531-4809

**ZONING NOTICE**  
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.  
APPLICANT: *Reginald Crayton, PE*  
REQUEST: *Use Subject to County Commission Approval Convenience Store w/ Gas & Restaurant*  
PUBLIC HEARINGS WILL BE HELD BY: COUNTY COMMISSION  
PLANNING COMMISSION  
Date: *3-23-23*  
Time: *6:00*  
HALL COUNTY GOVERNMENT CENTER, 3015 BROWN BRIDGE ROAD, GAINESVILLE, GA  
FOR MORE INFORMATION CALL: (770) 531-4809

Mar 8, 2023 16:34:33  
4049 Oliver Drive  
Gainesville  
Hall County  
Georgia



**PUBLISH Wednesday, February 8, 2023**

TO: Trent Sexton [ts Sexton@gainesvilletimes.com]  
CLASSIFIEDS 770-535-6336  
FAX: 770/532-8187

**FROM: Ana Dominguez PO# ADominguez**  
HALL CO. PLANNING DEPT.  
Customer # 4303 379217

PHONE: 770/531-6809 FAX: 770/531-3902

**BILLING AND TEARSHEET** for the following legal ad should be mailed to:

**Hall County Planning Department**  
P.O. Box 1435  
Gainesville, GA 30503

**NOTICE** is hereby given that the **Hall County Board of Commission** shall conduct a public hearing at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia, at 6:00 p.m. on **Thursday, February 23, 2023** to consider the following:

1. **4053 Cleveland Highway | Use Subject to County Commission Approval** | on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III, pending BOC Approval S-S; Tax Parcel 12025 000036 | **Proposed use: grocery store, convenience store with gas & restaurant** | Commission District 3 | **Reginald Crayton, P.E., applicant.**

NOTE: In accordance with Georgia law, anyone who

- (a) wishes to express opposition to the proposed rezoning and
- (b) has made, within two years immediately preceding the filing of the proposed rezoning, campaign contributions aggregating \$250 or more to a member of the County Commission shall file a disclosure of contributions with the Planning Department at least five (5) days prior to the first hearing of the proposed rezoning by the County Commission. (OCGA § 36-67A-3[C]).





## AGENDA ITEM

### Planning and Development

---

**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 82/2023

**SUBJECT:** **6047, 6051, 6057, & 6069 Lula Road, 4927 & 5051 Cagle Road | Rezone** | from Agricultural- Residential-IV (AR-IV) & Suburban-Shopping (S-S) to Planned Industrial Development (PID) on a 91.51± acre tract located on the west side of Lula Road at its intersection with Cagle Road | Zoned S-S & AR-IV; Tax Parcel 09084 000004 -000006, 000006A, 000017, 000020 | **Proposed use: commercial & industrial mixed uses** | Commission District 3 | **Solidum Holdings, LLC, applicant.** NOTE: Tabled at the February 9, 2023 Voting Meeting until the March 23, 2023 Voting Meeting.

---

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### 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 submitted 1-3-2023, modified for compliance with zoning conditions and Hall County regulations. Both documents are incorporated and adopted as exhibits here in.
  - a. The Planning Director can approve changes in the layout related to engineering constraints or specific requirements of the end user provided the revisions do not create a need for any variances, does not reduce setback requirements, meets GCOD standards, as amended herein, increases the aggregate gross floor area of the development, reduce buffers, or changes the height, design or material of the structures.
  - b. Adult establishments, junk yards, and billboards are prohibited.
2. The standards of the Gateway Corridors Overlay District (GCOD, 17.420) shall apply to any buildings visible from Cornelia Highway / SR 365 and Lula Road / SR 52 with the exception that tilt up concrete construction and TPO roof systems shall be allowed.
3. Alternately, if a 100 foot buffer from the Cornelia Highway / SR 365 and Lula Road / SR 52 is maintained, no GCOD Standards shall apply to these lots.
4. The site may require a stormwater management report shall the site plan indicate the proposed development needs stormwater thresholds, impervious surface, and/or disturbed acreage.
5. All costs associated with the project related to right-of-way improvements recommended by the Keck and Wood traffic study that is part of the application, or as required by zoning conditions imposed by the Hall County Board of Commission shall be the Developer's responsibility and completed no later than the issuance of a CO for the projects improvements on the northeast side of the stream that bisects the property. No system related improvements are required. Truck traffic for the proposed development is not allowed on Cagle Road in any form and signage shall be coordinated.
6. The development shall follow all Hall County Development Review processes and Storm Water requirements for the park infrastructure.
7. The development shall follow standard Hall County plat review standards and process requirements.
8. Each parcel created within the park shall obtain separate land disturbance permits and building permits prior to commencing development.
9. A landscape and lighting plan similar to those required for the Gateway Industrial Centre shall be approved by the Planning Director prior to issuance of land disturbance permits for the individual parcels.
10. Developmental restricted covenants shall be recorded prior to release of the final plat.
11. All conditions of zoning shall be placed on the final plat.
12. Front building setbacks along SR 52 shall be 100 feet from the center line of the street or 75 feet from the property line, whichever is greater.
13. Parking space requirements and parking lot design shall meet Hall County guidelines.

**Purpose of Request:**

**6047, 6051, 6057, & 6069 Lula Road, 4927 & 5051 Cagle Road**

| **Rezone** | from Agricultural- Residential-IV (AR-IV) & Suburban-Shopping (S-S) to Planned Industrial Development (PID) on a 91.51± acre tract located on the west side of Lula Road at its intersection with Cagle Road | Zoned S-S & AR-IV; Tax Parcel 09084 000004 -000006, 000006A, 000017, 000020 | **Proposed use: commercial & industrial mixed uses** | Commission District 3 | **Solidum Holdings, LLC, applicant.**

**History:**

**Facts and Issues:**

**Options:**

**Funding Requested**

\$ 0.00

**Are funds within current budget?**

No

**Source of Funds**

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

No



**Has it been reviewed by the County Attorney?**

Yes

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

**Approvals:**

Submit	Approve	Budget	Finance
JR	RD	EW	WG
Attorney	Administration	Clerk	
WLI	CR	JR	

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**Attachments:**

Updated Board Memo  
Board Memo  
Recommendation Report RZ  
Recommendation Report VAR  
Application  
Narrative  
Updated Site Plan  
Original Site Plan  
Maps  
Deed  
Legal Description  
Environmental Health Comments  
GDOT Comments  
Public Works Comments  
Fire Comments  
Public Comments  
Public Comment (Online - 1)  
Public Comment (Online - 1)  
Notice Sign Photos  
Updated Notice Sign Photos





POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
Srikanth Yamala

PLANNING AND DEVELOPMENT  
DIRECTOR  
Randi Doveton

# Hall County Government

## COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

**To:** Richard Higgins, Chairman  
Kathy Cooper, District 1  
Billy Powell, District 2  
Gregg Poole, District 3  
Jeff Stowe, District 4

**From:** Randi Doveton, Director

**Date:** March 6, 2023

**Subject:** **6047, 6051, 6057, & 6069 Lula Road, 4927 & 5051 Cagle Road | Rezone** | from Agricultural- Residential-IV (AR-IV) & Suburban-Shopping (S-S) to Planned Industrial Development (PID) on a 91.51± acre tract | **Proposed use: commercial & industrial mixed uses | Solidum Holdings, LLC, applicant.**

---

The request before you is the request of Solidum Holdings, LLC to allow commercial & industrial mixed uses on 91.51± acres. **It should be noted that a simultaneous variance request accompanies this request but has a separate report. The Planning Commission heard and voted on the variance and rezone with one motion, so there is only one memo.** This item is located within Commission District 3.

**This item was tabled at the February 9, 2023 Board of Commissioners' voting meeting to March 23, 2023. The purpose of the table was to allow time to discuss the intersection of Lula Road and State Route 365 with GDOT. This is for voting only. The public hearing concluded at the February 9<sup>th</sup> meeting.**

At their January 3, 2023 meeting, the Hall County Planning Commission voted to recommend approval with thirteen (13) conditions **(3-1, Bell absent & Pilcher opposed).**

There were **four (4) written comments in opposition** submitted in advance of the Planning Commission meeting and **six (6) individuals spoke in opposition during the public hearing.**

There have been no changes to the request since the Planning Commission took action.

### Planning Commission Approval Conditions:

1. The development shall generally occur as depicted on the site plan and described in the project narrative submitted 1-3-2023, modified for compliance



with zoning conditions and Hall County regulations. Both documents are incorporated and adopted as exhibits here in.

- a. The Planning Director can approve changes in the layout related to engineering constraints or specific requirements of the end user provided the revisions do not create a need for any variances, does not reduce setback requirements, meets GCOD standards, as amended herein, increases the aggregate gross floor area of the development, reduce buffers, or changes the height, design or material of the structures.
  - b. Adult establishments, junk yards, and billboards are prohibited.
2. The standards of the Gateway Corridors Overlay District (GCOD, 17.420) shall apply to any buildings visible from Cornelia Highway / SR 365 and Lula Road / SR 52 with the exception that tilt up concrete construction and TPO roof systems shall be allowed.
  3. Alternately, if a 100 foot buffer from the Cornelia Highway / SR 365 and Lula Road / SR 52 is maintained, no GCOD Standards shall apply to these lots.
  4. The site may require a stormwater management report shall the site plan indicate the proposed development needs stormwater thresholds, impervious surface, and/or disturbed acreage.
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  6. The development shall follow all Hall County Development Review processes and Storm Water requirements for the park infrastructure.
  7. The development shall follow standard Hall County plat review standards and process requirements.
  8. Each parcel created within the park shall obtain separate land disturbance permits and building permits prior to commencing development.
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  10. Developmental restricted covenants shall be recorded prior to release of the final plat.
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# Hall County Government

## COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435  
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t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
Srikanth Yamala

PLANNING AND DEVELOPMENT  
DIRECTOR  
Randi Doveton

**To:** Richard Higgins, Chairman  
Kathy Cooper, District 1  
Billy Powell, District 2  
Gregg Poole, District 3  
Jeff Stowe, District 4

**From:** Randi Doveton, Director

**Date:** January 10, 2023

**Subject:** **6047, 6051, 6057, & 6069 Lula Road, 4927 & 5051 Cagle Road | Rezone** | from Agricultural- Residential-IV (AR-IV) & Suburban-Shopping (S-S) to Planned Industrial Development (PID) on a 91.51± acre tract | **Proposed use: commercial & industrial mixed uses | Solidum Holdings, LLC, applicant.**

---

The request before you is the request of Solidum Holdings, LLC to allow commercial & industrial mixed uses on 91.51± acres. **It should be noted that a simultaneous variance request accompanies this request but has a separate report. The Planning Commission heard and voted on the variance and rezone with one motion, so there is only one memo.** This item is located within Commission District 3.

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There have been no changes to the request since the Planning Commission took action.

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a. The Planning Director can approve changes in the layout related to engineering constraints or specific requirements of the end user provided



the revisions do not create a need for any variances, does not reduce setback requirements, meets GCOD standards, as amended herein, increases the aggregate gross floor area of the development, reduce buffers, or changes the height, design or material of the structures.

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**HALL COUNTY PLANNING COMMISSION  
RECOMMENDATION REPORT**

**Applicant** ..... Solidum Holdings, LLC

**Request** ..... Rezone from Agricultural Residential IV (AR-IV, [17.120](#)) & Suburban Shopping (S-S, [17.140](#)) to Planned Industrial Development (PID, [17.180.090](#))

**Proposed Use** ..... Commercial & industrial mixed uses

**Size** ..... 91.51± acres

**Zoning** ..... Current: Agricultural Residential IV (AR-IV, [17.120](#)) & Suburban Shopping (S-S, [17.140](#)) / Gateway Corridors Overlay District (GCOD, [17.420](#)) | Proposed: Planned Industrial Development (PID, [17.180.090](#)) / Gateway Corridors Overlay District (GCOD, [17.420](#))

**Location** ..... **6047, 6051, 6057, & 6069 Lula Road, 4927 & 5051 Cagle Road** | Tax Parcels 09084 000004 -000006, 000006A, 000017, 000020

**Commission District** ..... Three

**Planning Commission Date** ..... January 3, 2023

**Staff Recommendation** ..... **Approval, as the proposed use is consistent with the [Comprehensive Plan](#) and the future land use classification of an Employment Activity Center**

**Planning Commission Recommendation**.....**Approval, with conditions**  
**Vote: 3-1 (Bell absent & Pilcher opposed)**

**Planning Commission Conditions:**

1. The development shall generally occur as depicted on the site plan and described in the project narrative submitted 1-3-2023, modified for compliance with zoning conditions and Hall County regulations. Both documents are incorporated and adopted as exhibits here in.
  - a. The Planning Director can approve changes in the layout related to engineering constraints or specific requirements of the end user provided the revisions do not create a need for any variances, does not reduce setback requirements, meets GCOD standards, as amended herein, increases the aggregate gross floor area of the



development, reduce buffers, or changes the height, design or material of the structures.

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13. Parking space requirements and parking lot design shall meet Hall County guidelines.

---

**The current request includes a request for variances from GCOD standards. A separate report has been prepared for the necessary variances.**

**Public Forum:**

**Wayne Coy, 4900 Cagle Road, Lula,** spoke in opposition. Concerns were narrow road and traffic.

**Brett Maddox, 4969 Cagle Road, Lula,** spoke in opposition. Concerns were safety, traffic, wrecks, commercial visibility, noise, and property values.

**Joseph Thomas, 4948 Cagle Road, Lula,** spoke in opposition. Concerns were commercial development flood, traffic, and mixed use.



**Kayla Maddox, 4960 Cagle Road, Lula,** spoke in opposition. Concerns were traffic.

**Logan Johnson, 4389 East Hall Road, Gainesville,** spoke in opposition. Concerns were commercial development.

**Elijah Stuart, 7609 Fern Lane, Lula,** spoke in opposition. Concerns were traffic and safety.

### **Summary Analysis**

The applicant is requesting to rezone the subject property from Agricultural Residential IV (AR-IV, [17.120](#)) & Suburban Shopping (S-S, [17.140](#)) to Planned Industrial Development (PID, [17.180.090](#)) on a combined 91.51± acre tract for the purpose of developing a mixed-use business park. The intent is for the park to serve a mixture of industrial, commercial, highway business, and office-institutional uses. The narrative states the property may be developed as “pad ready” sites or sold as undeveloped parcels. The project is expected to be completed by 2033.

The narrative continues that access to the property is planned from Lula Road (SR 52), subject to GDOT approval, and from Cagle Road, subject to Hall County approval. Additionally, direct access from Cornelia Highway (SR 365) will be provided through an existing driveway easement to the property. The adjacent properties to the south and east are zoned Agricultural Residential IV (AR-IV, [17.120](#)) and properties to the west are zoned Planned Commercial Development (PCD, [17.180.080](#)) and Suburban Shopping (S-S, [17.140](#)).

The following dimensional standards have been proposed for the development:

Minimum Lot Area	15,000 square feet
Minimum Lot Frontage	100 feet
Front Setback from Cornelia Highway (SR 365)	50 feet
Front Setback from all other streets	30 feet
Side Setback	20 feet
Rear Setback	10 feet
Maximum Height	75 feet
Total Acreage	91.51
Minimum Open Space	5%
Maximum Floor Area Ration	70%
Maximum Square Footage	1,215,000
Parking Ratio	Per Hall County Guidelines

The applicant has proposed the following uses to be permitted on the property. **Uses 35, 36, and 52 listed below shall be subject to Planning Commission and Board of Commissioners approval:**

1. 24-7 Climate controlled storage facility
2. Advertising agencies.
3. Any commercial use or industrial use which involves manufacturing, processing, or assembly operations or the storage and sale of heavy materials, products, or equipment, but not including uses which may cause injurious or obnoxious noise, vibrations, smoke, gas, fumes, odor, dust, fire hazard, or other objectionable conditions to nearby areas



4. Any industry which does not cause injurious or obnoxious noise, vibrations, smoke, gas, fumes, odors, dust, fire hazards or other objectionable conditions. Specifically excluded uses are acid manufacture, fertilizer manufacture, animal reduction, rendering plants and other industries that are found to be obnoxious by the planning commission.
5. Any retail or retail service establishment, including the making of articles sold at retail on the premises providing the conditions of chapter [17.210](#) are met.
6. Artist studios for arts, crafts, dance, drama, music and photography.
7. Automatic teller machine
8. Automobile Repair Garages
9. Baking plant
10. Banks, Credit Unions, and other Financial Services but not including or payday lenders
11. Beverage bottling & distribution plant
12. Brewery or Distillery
13. Broadcasting Studio
14. Building materials sales - wholesale
15. Bus stations.
16. Business incubator
17. Business services.
18. Caretaker and/or employee residences.
19. Clinic
20. Churches and other places of worship.
21. College or University
22. Cold storage/Refrigerated warehousing
23. Commercial greenhouse and indoor plant nursery
24. Construction trailer, provided the conditions of chapter [17.210](#) are met.
25. Contractor's Establishment
26. Convenience store (with or without fuel pumps)
27. Custom Order Shop
28. Data center
29. Day care center.
30. Dental laboratories.
31. Distribution facility, trucking terminal
32. Electronics waste reclamation and processing
33. Federal, state, county, municipal and other public governmental uses.
34. Finance or credit offices, but not including title loan or pawn shops
- 35. Food processing plants involving animals or animal by-products where the processing is limited to the further processing of food previously processed at another location, to include but not be limited to such things as repackaging into smaller units, and which would not be subject to section [17.170.020](#), number 30 ("Other similar uses...").**
- 36. Food processing plants involving animals or animal by-products where the processing is limited to the further processing of food previously processed at another location with no cooking or rendering on site.**
37. Funeral homes.
38. Grocery Store



39. Group day care home.
40. Health Spa
41. Helicopter landing pad
42. Hotels, motels or tourist courts.
43. Industrial parks.
44. Institutional uses, except penal, including those of a religious, educational or philanthropic nature, such as museums, art galleries, libraries, schools.
45. Instrument Assembly
46. Laboratories.
47. Manufacture of paint
48. Municipal Uses
49. Air Separation
50. Storage of gases associated with Manufacturing and Processing
51. Manufacturers showrooms/offices
- 52. Manufacturing, processing or storage in bulk of chemical and pharmaceutical products.**
53. Motels, hotels.
54. Movie studio
55. Nursery schools or kindergartens.
56. Offices and office buildings, with a gross floor area not exceeding 50 percent of lot area.
57. Outdoor storage of materials and inventory, not including uses as included in section [17.170.020](#).
58. Parking Lots
59. Parks for leisure and scenic appeal.
60. Personal Service Establishment
61. Plastics/metals extrusion plant
62. Private directional signs for churches (defined under section [17.270.030](#)) up to 36 square feet in area.
63. Proving Grounds for equipment performance testing
64. Radio and television studios.
65. Recreational and/or cultural uses of a commercial nature.
66. Restaurants.
67. Retail or retail service establishments.
68. Schools - public or private
69. Service stations, provided the conditions of Chapter [17.210](#) are met;
70. Storage yards.
71. Subdivisions (non-residential).
72. Telecommunications facilities, provided the conditions of chapter [17.410](#) are met.
73. Tool/Die making and prototype development
74. Tractor Trailer Parking
75. Truck logistics terminal
76. Utility Substation
77. Wholesaling and warehousing.

The proposal is considered a [Development of Regional Impact \(DRI\)](#) by the [Georgia Department of Community Affairs](#) and as such the development was subject to review by the [Georgia Mountains Regional](#)



[Commission](#) through the DRI review process. Hall County is classified as a metropolitan community and any industrial development with greater than 500,000 gross square feet; or employing more than 1,600 workers; or covering more than 400 acres triggers this review.

The Georgia Mountains Regional Commission provided a DRI Review Finding on November 30, 2022 which concluded that ***“the proposed action does not present any potential adverse inter-jurisdictional impacts.”*** The City of Lula and Jackson County both submitted comments as part of the DRI review process. A copy of the DRI Review Findings and associated comments are included with this report.

Finally, the narrative concludes that the development shall be controlled by the Conceptual Master Plan. This plan is considered conceptual in nature, and as such, may require modifications during the engineering and development process. Modifications to the locations and arrangement of buildings, roads, and other improvements that do not conflict with specific standards of these conditions may be made by the developer or end user, so long as the modifications do not change the land use, increase the overall density of the project, or reduce any established exterior buffers or setbacks.

The submitted site plan shows a 1-story 1,001,000 square foot industrial building with associated parking along the eastern portion of the property, adjacent to both Lula Road / SR 52 and Cagle Road. Three additional 1 story industrial buildings, 30,000, 755,000, and 110,000 square feet in area, on the central and western portions of the proposed development. No parking calculations have been included, but the narrative states parking will be in accordance with Hall County regulations. Per off-street parking ([17.250.020](#)), 1.6 spaces for each 1,000 square feet of gross floor area is required for industrial developments. The current square footage would require 1,944 parking spaces based on a total of 1,215,000 square feet of industrial area.

The property has approximately 550 feet of frontage along Cornelia Highway / SR 365, and as such the development is subject to the standards of the Gateway Corridors Overlay District (GCOD, [17.420](#)). **The applicant has requested a variance to permit tilt-up concrete construction and TPO roof systems. The narrative continues to say that alternatively, if a 100-foot buffer is maintained from the right-of-way of Cornelia Highway / SR 365, then no Gateway Corridors Overlay District (GCOD, [17.420](#)) shall apply. The applicant commits to subjecting the property to similar covenants that have previously been adopted for the Gateway Industrial Centre, located further south along Cornelia Highway / SR 365. NOTE: A copy of the covenants for the Gateway Industrial Centre have been provided and are attached to this report. A Development Review Committee of three (3) individuals who shall review and approve all improvements to the site. The covenants detail design standards including setbacks, site coverage, parking, exterior facades, fencing, screening, signage, lighting, and landscaping requirements.**

Additionally, the applicant has requested a variance from the standards of the Tree Protection ordinance ([17.280](#)). Again, the applicant commits to subjecting the property to similar covenants that have been previously adopted from the Gateway Industrial Centre.

**A separate variance report is provided related to these requested variances.**



Based on the future land-use plan, staff finds the ***requested zoning designation consistent with the Activity Center future land use classification*** of the [Comprehensive Plan](#). Specifically, the plan identifies the intersection of Cornelia Highway / SR 365 and Lula Road / SR 52 as an Employment Activity Center with primary land uses being mater planned business or industrial parks and mid-rise office developments.

### **Zoning Analysis**

The proposal is consistent with the [Comprehensive Plan](#) and the future land use classification of an Activity Center. Specifically, this intersection is identified as an Employment Activity Center with appropriate primary land uses including mater planned business or industrial parks and mid-rise office developments.

When considering a zoning amendment to the zoning maps, the following items must be considered:

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The proposed use is suitable in view of the uses and development of adjacent and nearby properties. The intersection is already established with a mixture of commercial uses, with some of the adjoining property zoned as Planned Commercial Development (PCD, [17.180.080](#)) and Suburban Shopping (S-S, [17.140](#)).**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed development should not have an adverse effect on the existing uses or usability of adjacent or nearby property. The proposed use will be subject to all applicable local, state, and federal development regulations.**
3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The property has reasonable economic values as currently zoned; allowable uses within the Agricultural Residential IV (AR-IV, [17.120](#)) & Suburban Shopping (S-S, [17.140](#)) zoning districts.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **The access to the development is proposed from 3 points: access easement from Cornelia Highway / SR 365, Lula Road / SR 52, and Cagle Road. As the end users have not identified it is difficult to determine the frequency and intensity of traffic using the site, but the submitted traffic study concludes that the project is expected to generate a total of 4,095 new trips on a typical weekday. The recommendations of the traffic study will be implemented as part of the development process, which should mitigate some of the impact.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposal is consistent with the [Comprehensive Plan](#) and the future land use classification of an Activity Center. Specifically, this intersection is identified as an Employment Activity Center with appropriate primary land uses including mater planned business or industrial parks and mid-rise office developments.**
6. The extent to which property values are diminished by the existing zoning restrictions; **Staff has not identified that the existing property values have been impacted by the existing zoning.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**



8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently developed with residential and agricultural structures.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The proposed zoning would create an isolated district unrelated to the surrounding districts. There are industrially zoned parcels along Cornelia Highway, but none immediately adjacent.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed use is not out of scale with the needs of the county as a whole. Cornelia Highway is an industrial corridor, as identified on the future land use map and [2022 Comprehensive Plan, page 23](#), which has identified this area as an Activity Center.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support the proposed use based on the Future Land Use Map and existing zoning designations.**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance because it is a rezoning request.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

Planned Industrial Developments (PID, [17.180.090](#)) should consist of land which has been designated for a planned, organized and controlled industrial use or for multiple but compatible industrial uses in a planned industrial park. The standards employed should be designed to encourage the formation and continuance of a compatible environment for the planned industrial uses and the surrounding land uses. Carefully planned office and commercial uses may be incorporated as part of a planned industrial development.

The subject property falls within the Gateway Corridors Overlay District (GCOD, [17.420](#)) with a small portion lying within the North Oconee Water Supply Watershed District ([17.225.030](#)).

[17.380.050](#). - Submission requirements for a rezoning request have been met.



### **Development Support and Constraints – Departmental / Agency Comments**

#### **Hall County Environmental Health**

An email dated December 13, 2022 from Emily McGahee states “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.”

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**Applicant's Presentation:**



**Randi Doveton, Planning Director**, presented a summary of the request.

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*Rebuttal*

The applicant stated that the community is growing in development. The applicant stated that freight will not be going through Cagle Road. The applicant stated that there will be a 50 foot buffer as well as the stream buffer that cuts through the properties. The applicant stated that the properties were utilized for farming in the past but farming is no longer viable. The applicant stated that the buildings will be built in phases.

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**Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Varner. Vote: 3-1 (Bell absent & Pilcher opposed)**

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  - b. *Adult establishments, junk yards, and billboards are prohibited.*
2. *The standards of the Gateway Corridors Overlay District (GCOD, [17.420](#)) shall apply to any buildings visible from Cornelia Highway / SR 365 and Lula Road / SR 52 with the exceptions that tilt up concrete construction and TPO roof systems shall be allowed.*
3. *Alternately, if a 100 foot buffer from the Cornelia Highway / SR 365 and Lula Road / SR 52 is maintained to GCOD Standards shall apply to these lots.*
4. *The site may require a stormwater management report shall the site plan indicate the proposed development needs stormwater thresholds, impervious surface, and/or disturbed acreage.*
5. *All costs associated with the project related to right-of-way improvements recommended by the Keck and Wood traffic study that is part of the application, or as required by zoning conditions imposed by the Hall County Board of Commission shall be the Developer's responsibility and completed no later than the issuance of a CO for the projects improvements on the northeast side of the stream that bisects the property. No system related improvements are required. Traffic for the proposed development is not allowed on Cagle Road in any form and signage shall be coordinated.*
6. *The development shall follow all Hall County Development Review processes and Storm Water requirements for the park infrastructure.*
7. *The development shall follow standard Hall County plat review standards and process requirements.*
8. *Each parcel created within the park shall obtain separate land disturbance permits and building permits prior to commencing development.*
9. *A landscape and lighting plan similar to those required for the Gateway industrial centers shall be approved by the Planning Director prior to issuance of land disturbance permits for the individual parcels.*



- 10. Developmental restricted covenants shall be recorded prior to release of the final plat.*
- 11. All conditions of zoning shall be placed on the final plat.*
- 12. Front building setbacks along SR 52 shall be 100 feet from the center line of the street or 75 feet from the property line, whichever is greater.*
- 13. Parking space requirements and parking lot design shall meet Hall County guidelines.*



**HALL COUNTY PLANNING COMMISSION  
RECOMMENDATION REPORT**

**Applicant** ..... Solidum Holdings, LLC

**Request** ..... Variances from Tree Protection ([17.280](#)) and the Gateway Corridors Overlay District (GCOD, [17.420](#))

**Proposed Use** ..... Commercial & industrial mixed uses

**Size** ..... 91.51± acres

**Zoning** ..... Current: Agricultural Residential IV (AR-IV, [17.120](#)) & Suburban Shopping (S-S, [17.140](#)) / Gateway Corridors Overlay District (GCOD, [17.420](#)) | Proposed: Planned Industrial Development (PID, [17.180.090](#)) / Gateway Corridors Overlay District (GCOD, [17.420](#))

**Location** ..... **6047, 6051, 6057, & 6069 Lula Road, 4927 & 5051 Cagle Road** | Tax Parcels 09084 000004 -000006, 000006A, 000017, 000020

**Commission District** ..... Three

**Planning Commission Date** ..... January 3, 2023

**Staff Recommendation** ..... **Denial as the requested variance requests do not meet the requirements of [2.60.030.K](#)**

**Planning Commission Recommendation**.....**Approval, with conditions**  
**Vote: 3-1 (Bell absent & Pilcher opposed)**

**Planning Commission Rezoning Conditions:**

1. The development shall generally occur as depicted on the site plan and described in the project narrative submitted 1-3-2023, modified for compliance with zoning conditions and Hall County regulations. Both documents are incorporated and adopted as exhibits here in.
  - a. The Planning Director can approve changes in the layout related to engineering constraints or specific requirements of the end user provided the revisions do not create a need for any variances, does not reduce setback requirements, meets GCOD standards, as amended herein, increases the aggregate gross floor area of the



development, reduce buffers, or changes the height, design or material of the structures.

- b. Adult establishments, junk yards, and billboards are prohibited.
2. The standards of the Gateway Corridors Overlay District (GCOD, 17.420) shall apply to any buildings visible from Cornelia Highway / SR 365 and Lula Road / SR 52 with the exception that tilt up concrete construction and TPO roof systems shall be allowed.
3. Alternately, if a 100 foot buffer from the Cornelia Highway / SR 365 and Lula Road / SR 52 is maintained, no GCOD Standards shall apply to these lots.
4. The site may require a stormwater management report shall the site plan indicate the proposed development needs stormwater thresholds, impervious surface, and/or disturbed acreage.
5. All costs associated with the project related to right-of-way improvements recommended by the Keck and Wood traffic study that is part of the application, or as required by zoning conditions imposed by the Hall County Board of Commission shall be the Developer's responsibility and completed no later than the issuance of a CO for the projects improvements on the northeast side of the stream that bisects the property. No system related improvements are required. Truck traffic for the proposed development is not allowed on Cagle Road in any form and signage shall be coordinated.
6. The development shall follow all Hall County Development Review processes and Storm Water requirements for the park infrastructure.
7. The development shall follow standard Hall County plat review standards and process requirements.
8. Each parcel created within the park shall obtain separate land disturbance permits and building permits prior to commencing development.
9. A landscape and lighting plan similar to those required for the Gateway Industrial Centre shall be approved by the Planning Director prior to issuance of land disturbance permits for the individual parcels.
10. Developmental restricted covenants shall be recorded prior to release of the final plat.
11. All conditions of zoning shall be placed on the final plat.
12. Front building setbacks along SR 52 shall be 100 feet from the center line of the street or 75 feet from the property line, whichever is greater.
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**Public Forum:**

**Wayne Coy, 4900 Cagle Road, Lula,** spoke in opposition. Concerns were narrow road and traffic.

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### **Summary Analysis**

The applicant is requesting to rezone the subject property from Agricultural Residential IV (AR-IV, [17.120](#)) & Suburban Shopping (S-S, [17.140](#)) to Planned Industrial Development (PID, [17.180.090](#)) on combined 91.51± acre tract for the purpose of developing a mixed-use business park. As part of the rezoning and conditional use application, the applicant is requesting several variances. The following variances are requested:

- [17.420.050.H.2.C.vi](#)
  - The applicant has requested a variance to allow **tilt-up concrete construction** and **TPO roof systems**.
  - The narrative continues to say that alternatively, **if a 100-foot buffer is maintained from the right-of-way of Cornelia Highway / SR 365**, then **no Gateway Corridors Overlay District (GCOD, [17.420](#)) shall apply**.
  - The applicant commits to subjecting the property to similar covenants that have previously been adopted for the Gateway Industrial Centre, located further south along Cornelia Highway / SR 365. **The covenants detail design standards including setbacks, site coverage, parking, exterior facades, fencing, screening, signage, lighting, and landscaping requirements.**

### **The covenants for the Gateway Industrial Centre include the following standards:**

Site Coverage	The building-to-land ratio (the footprint of the building coverage on the land) shall be no less than ten percent (10%) and not more than sixty percent (60%) for any lot.
Subdivision	No owner may subdivide a lot without prior written approval of the Development Review Committee
Loading	All loading or staging areas shall be paved. All loading areas shall be a least one hundred and twenty (120) feet deep.
Exterior Facades	<ul style="list-style-type: none"> <li>a. The exterior construction of all buildings shall be either brick, brick and glass, pre-case or tilt-wall concrete panels, stone, stucco, and/or painted/stained concrete, excluding expansion walls, windows, door trim, canopies, and architectural accents.</li> <li>b. Except as specifically provided herein, the exterior façade and appearance of any expansion or addition to any existing building shall be consistent with the color, texture, and material of the original building.</li> <li>c. There shall be no “expansion walls” in the front yard of any lot. Otherwise, expansion walls shall (i) be constructed of concrete block and painted to</li> </ul>



	<p>match any surrounding brick, (ii) consist of pre-cast or tilt-wall concrete panels matching any surrounding permanent walls, or (iii) consist of insulated metal wall panels or pre-finished metal panel cladding, so long as any such panels and walls are a complementary or similar color to the color of the other exterior walls of the building.</p> <p>d. All down-spouts and gravel stop shall be pre-finished metal and/or shall be painted a color complementary to the wall color.</p>
Screening	<p>a. No truck courts or storage areas shall be visible from any public street or right-of-way and any potentially visible courts or storage areas must be screened by improvements such as berms or site grading, or landscaping consisting of evergreen plants or flora with a minimum installation height of four (4) feet.</p> <p>b. Trash dumpsters, compressors, and other similar equipment shall be located in such a manner as to minimize the visibility from any street or right-of-way and screened by masonry or concrete walls, or landscaping.</p> <p>c. Any ground mounted antennae or receiving dishes must be in rear yards or screened so as to not be visible from any street or right-of-way.</p> <p>d. All screens and visual barriers must be approved by the Development Review Committee.</p> <p>e. Roof mounted antennas or satellites or receiving dishes shall be located in such a manner as to minimize the visibility from any street or right-of-way or screened so as not to be visible from any street or right-of-way.</p>
Fences	<p>Front yard fences or screen walls shall (a) be of masonry or concrete construction similar in design and material to that of the building, or black or green vinyl coated fencing, or decorative aluminum fencing, (b) conform to all setback requirements outlined in this Declaration, and (c) only contained gates of a design approved by the Development Review Committee which consists of fabricated metal painted or colored dark brown, dark green, or black. Vinyl-clad, chain link, or other similar type fences colored dark brown, dark green, or black are permitted in the side and rear yards.</p>
Utilities	<p>a. All utilities shall be installed underground.</p> <p>b. Ground mounted transformers and switching gear shall be visually screened from view by landscaping.</p> <p>c. All street lights and parking lot lights shall be uniform throughout the Property, matching the standard lighting installed by the Declarant.</p>



Landscaping	<ul style="list-style-type: none"> <li>a. The entire unpaved, developed area of any lot containing a building site, including the area between the lot line and the street curb line shall be landscaped. Undeveloped areas are not required to be landscaped.</li> <li>b. All landscaped areas in the front of a completed building must be irrigated, subject to governmental requirements. Automatic sprinkler systems are required for front yards.</li> <li>c. Planting beds shall be mulched with pine straw or hardwood mulch not less than once per year. All landscaped beds are to be maintained weed free and defined for a clean, crisp appearance.</li> <li>d. One tree (minimum of 3 inch caliper) shall be planted along the street for every one hundred (100) feet of street frontage for each lot. All trees and plants shall be selected from the Approved Plant List, attached as Exhibit C.</li> <li>e. All ground cover shall be selected from the Approved Plant List.</li> <li>f. Ditches and swales shall have a minimum side slot of one (1) foot vertical to three (3) feet horizontal.</li> <li>g. All landscaping shall be installed within sixty (60) days of the occupancy or substantial completion of any buildings on a lot, whichever occurs first, as determined by the Development Review Committee in its sole discretion.</li> </ul>
Signage and Lighting	<ul style="list-style-type: none"> <li>a. All signs on a lot must be flush mounted on a building façade on the lot or mounted on a ground-set monument on the lot of similar design and material as the building(s) on the lot.</li> <li>b. Façade mounted signs shall be metal, ground lighted or back-lit, and uniform in size and color throughout the property. Any ground-set monument signs shall be ground lighted and appropriately landscaped.</li> <li>c. No portable or temporary signs of any form shall be permitted on any lot, except for “Building For Sale” or “Building For Lease” signs.</li> <li>d. All exterior lighting installed on a lot shall be indirect or of such controlled focus and intensity that it will not disturb the Owners or Occupants of any adjacent lots.</li> <li>e. All monument signage structures shall be consistent throughout the property and subject to approval of the Development Review Committee.</li> </ul>

- **17.280** The applicant has requested a variance from the standards of the Tree Protection ordinance. Again, the applicant commits to subjecting the property to similar covenants that have been previously adopted from the Gateway Industrial Centre, as outlined above.



### **Zoning Analysis**

The Planning Commission is hereby authorized to grant variances from the strict application of this Resolution upon proof by a preponderance of the evidence that [2.60.030.J](#) provided the request meets the criteria set forth in [2.60.030.K](#).

1. There are extraordinary and exceptional conditions pertaining to the particular lot in question because of its size, shape or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship); **No, there do not appear to be extraordinary and exceptional conditions pertaining to the subject property because of its size, shape, or topography.**
2. The application of the requirements of this [Title 17](#) to this particular piece of property would create an unusual hardship; **The property can be developed without the requested variances.**
3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; and **No, the conditions are not peculiar to the particular piece of property, other properties zoned Planned Industrial Development (PID, [17.180.090](#)) are subject to the requirements of the Tree Protection ([17.280](#)) and the Gateway Corridors Overlay District (GCOD, [17.420](#)).**
4. Such conditions are not the result of any actions of the property owner; and **The applicant is proposing the development standards for the project that require the variance request.**
5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of [Title 17](#); provided, however, that no variance may be granted for a use of land or building or structure that is prohibited by [Title 17](#) or for a conditional use which has been denied by the county planning commission. **The requirements of the Tree Protection ([17.280](#)) code and the Gateway Corridors Overlay District (GCOD, [17.420](#)) were adopted by the Hall County Board of Commissioners to ensure aesthetically cohesive and consistent design standards are applied to the gateways throughout Hall County while also protecting the tree canopy and environmentally sensitive areas of the community.**

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- a. *The Planning Director can approve changes in the layout related to engineering constraints of specific requirements of the end user provided the revisions do not create a need for any variances, does not reduce setback requirements, meets GCOD standards, amended hear in increases the aggregate gross floor area of the development, reduce buffers, or changes the height, design or material of the structures.*
  - b. *Adult establishments, junk yards, and billboards are prohibited.*
2. *The standards of the Gateway Corridors Overlay District (GCOD, [17.420](#)) shall apply to any buildings visible from Cornelia Highway / SR 365 and Lula Road / SR 52 with the exceptions that tilt up concrete construction and TPO roof systems shall be allowed.*
3. *Alternately, if a 100 foot buffer from the Cornelia Highway / SR 365 and Lula Road / SR 52 is maintained to GCOD Standards shall apply to these lots.*
4. *The site may require a stormwater management report shall the site plan indicate the proposed development needs stormwater thresholds, impervious surface, and/or disturbed acreage.*
5. *All costs associated with the project related to right-of-way improvements recommended by the Keck and Wood traffic study that is part of the application, or as required by zoning conditions imposed by the Hall County Board of Commission shall be the Developer's responsibility and completed no later than the issuance of a CO for the projects improvements on the northeast side of the stream that bisects the property. No system related improvements are required. Traffic for the proposed development is not allowed on Cagle Road in any form and signage shall be coordinated.*
6. *The development shall follow all Hall County Development Review processes and Storm Water requirements for the park infrastructure.*
7. *The development shall follow standard Hall County plat review standards and process requirements.*
8. *Each parcel created within the park shall obtain separate land disturbance permits and building permits prior to commencing development.*
9. *A landscape and lighting plan similar to those required for the Gateway industrial centers shall be approved by the Planning Director prior to issuance of land disturbance permits for the individual parcels.*
10. *Developmental restricted covenants shall be recorded prior to release of the final plat.*
11. *All conditions of zoning shall be placed on the final plat.*
12. *Front building setbacks along SR 52 shall be 100 feet from the center line of the street or 75 feet from the property line, whichever is greater.*
13. *Parking space requirements and parking lot design shall meet Hall County guidelines.*



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)**

Solidum Holdings, LLC

P.O. Box 872

Gainesville, GA 30503

Phone 770-363-1997

Email Address bkdunckel@rochester-assoc.com

**Property Owner (Name & Mailing Address)**

#1 - Good Will, LLC, 441 E.E. Butler Pkwy, Suite 2, Gainesville, GA 30501  
#2 - CBD 52, LLC, 330 Main St., S.W., Gainesville, GA 30501  
#3 - PAW 52, LLC, P.O. Box 111, Gainesville, GA 30503

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Proposed Use Mixed Use - Heavy Industrial, Light Industrial, Highway Business & Office-Institutional

**Contact Person (Name & Mailing Address)**

Bradley Dunckel

425 Oak St.

Gainesville, GA 30501

Phone 770-363-1997

Email Address bkdunckel@rochester-assoc.com

Tax Parcel Number 09084 000006, 09084 000006A, 09084 000017, 09084 000005, 09084 000004, 09084 000020

Location Address 6069, 6057, 6051, 6047 Lula Road & 5051 & 4927 Cagle Road

**Status of Applicant**

☐ Owner

☐ Option to Purchase

☐ Area Resident

☒ Other

**Requested Action**

Existing Zoning: AR-IV & S-S

Rezone to: PID

Fee: \$ 1,500.00

Receipt #: \_\_\_\_\_

Check #: \_\_\_\_\_

Acreage 91.51 +/- acres

I hereby certify that the above information and all attached information are true and correct.

Sign Solidum Holdings, LLC by William Eganoff, Member Manager Date: 10/6/22

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: 12/05

Tentative County Commission Date: 1/12/23

County Commission District: 3

Revised December 2019

2012022 - 00094



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) CBD 52, LLC

Address 330 Main St. S.W.

Gainesville, GA 30501

Phone Number \_\_\_\_\_

Name of applicant(s) Solidium Holdings, Inc.

Address P.O. Box 872

Gainesville, GA 30503

Phone Number 678-450-5175

**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)

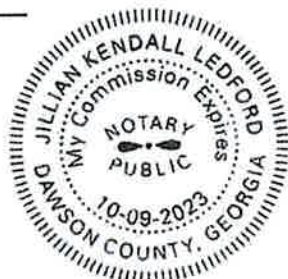
CBD

Personally appeared before me

7-13-2022

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

Jillian Ledford  
Notary Public



7-13-2022  
Date



PLANNING AND DEVELOPMENT DEPARTMENT  
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504  
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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) PAW 52, LLC  
Address P.O. Box 111  
Gainesville, GA 30503  
Phone Number 678 316-4498

Name of applicant(s) Solidium Holdings, Inc.  
Address P.O. Box 872  
Gainesville, GA 30503  
Phone Number 678-450-5175

**I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.**

**I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.**

Signature of Owner(s)

Personally appeared before me

Philip A. Wilhert

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

Notary Public

8/24/22  
Date





PLANNING AND DEVELOPMENT DEPARTMENT  
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504  
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503  
t: 770-531-6809 | f: 770-531-3902



### AUTHORIZATION OF PROPERTY OWNERS

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) Good Will, LLC

Address 441 E.E. Butler Pkwy, Suite 2  
Gainesville, GA 30501

Phone Number \_\_\_\_\_

Name of applicant(s) Solidium Holdings, Inc.

Address P.O. Box 872  
Gainesville, GA 30503

Phone Number 678-450-5175

**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)

Good Will, LLC by William Bagwell, member manager

Personally appeared before me

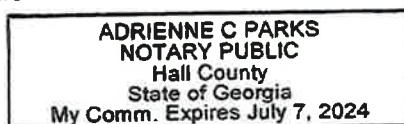
William A. Bagwell, Jr.

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

Adrienne C Parks

Notary Public

7-15-22  
Date





PLANNING AND DEVELOPMENT DEPARTMENT  
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504  
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503  
T: 770-531-6809 | F: 770-531-3902



## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have\*\* \_\_\_\_\_

I have not   X  

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

**\*\*If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

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

Applicant's/Owner's Signature: \_\_\_\_\_

*Solidum Holdings, LLC, by William Baywell, Jr., member manager*  
Date: 10/6/22

Applicant's/Owner's Name (Printed): Solidum Holdings, LLC



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Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

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

Applicant's/Owner's Signature: CBD 52, LLC

Date: 7-13-2022

Applicant's/Owner's Name (Printed): CBD 52, LLC



PLANNING AND DEVELOPMENT DEPARTMENT  
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I hereby certify that I have read the above and that:

I have\*\* ☒ I have not ☐

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

**\*\*If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): Keith Cooper, Richard Higgins, Billy Powell, Shelley Echols

Office: County Commission

Dollar Amount: ± 10,000.00 Total

Date of Contribution: ?

Applicant's/Owner's Signature: [Signature]

Date: 8/24/22

Applicant's/Owner's Name (Printed): PAW 52, LLC



PLANNING AND DEVELOPMENT DEPARTMENT  
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- (3) The name and official position of the local government official to whom the campaign contribution was made; and
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I hereby certify that I have read the above and that:

I have\*\* \_\_\_\_\_

I have not X

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

**\*\*If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

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

Applicant's/Owner's Signature: Good Will, LLC by William E. Green, Jr.

Date: 7/15/22

Applicant's/Owner's Name (Printed): Goodwill, LLC



# **Project Narrative for Cagle 52 Business Park**

**LOCATION** – Cornelia Hwy (SR 365), Lula Rd (SR 52) & Cagle Rd., Lula, GA 30554

**ACREAGE** – 91.51 acres +/-

**APPLICANT** – Solidium Holdings, LLC

## **Summary**

The accompanying application seeks zoning district change from AR-IV & S-S to PID for 91.51 acres +/- of undeveloped property located on Cornelia Highway (SR 365), Lula Road (SR 52) and Cagle Road in northeast Hall County. The intent is to develop a mixed-use business park that will serve industrial, commercial, highway business and office-institutional uses. The property may be developed as “pad ready” sites or sold as undeveloped parcels. This narrative will propose a unified set of standards for project. The location and proposed use is consistent with the Hall County Comprehensive Plan’s designation as a “Mixed-Use Corridor” and appropriate for Hall County’s Planned Industrial Development (PID) District. Completion of development is anticipated by 2033.

## **Site Description**

The site has approximately 550 LF of frontage along Cornelia Highway (SR 365), 1650 LF along Lula Road (SR 52) and 3000 LF along Cagle Road. A portion of the site along SR 365 is located within the Gateway Corridor Overlay District. The site is comprised of multiple tax parcels and is irregular in shape. The eastern boundary of the site is primarily Cagle Road while the northern boundary is Lula Road (SR 52). An unnamed tributary of Hagen Creek bisects the site from east to west. The site contains both cleared areas and a random stands of trees with rolling topography. Public water is available through the City of Gainesville and is located in the Lula Road (SR 52) right-of-way. Hall County public sewer is located within the site. All other dry utilities are located within a reasonable distance for service extensions. There are no known impediments to its successful development for the purposes intended.

## **Adjacencies**

The property is surrounded by residential zonings AR – IV to the south and east and PCD and S-S to the west. The parcel to the north (across Lula Road) is being planned as a business park also.

## **Access**

Access to the property is planned from Lula Road (SR 52), subject to GDOT approval, and from Cagle Road, subject to Hall County approval. Additionally, direct access from Cornelia Highway (SR 365) will be provided through an existing driveway and easement to the property.

## **Proximity to Other Uses**

- Nearest distance to undeveloped commercial property – parcel 09084 000006 zoned S-S, at 6069 Lula Rd.



- Nearest distance to developed commercial property – parcel 09085 000008 zoned PCD, at 4436 Old Cornelia Hwy.
- Nearest distance to a single family home – a single family home at 4969 Cagle Rd is located within 330' of the southeast boundary.
- Nearest distance to a subdivision – The Riley Farm S/D is located approximately one mile south of the property.

#### **Comprehensive Plan Consistency**

The project is consistent with the “Activity Center” of the Future Land Use Map and the primary future land uses notes as:

- Cleveland Hwy/Brookton Lula – commercial uses serving local residents and providing employment opportunities; civic buildings/spaces
- Employment Activity Centers: Master planned business park or industrial park, mid-rise office
- Mixed Use Centers: Retail, office, higher density residential (including multi-family), civic uses, open/park space

The project is consistent with the Goals, Policies and Objectives of the Comprehensive Plan and is not known or believed to be in conflict with any of the above.

#### **Hall County Gateway Corridor Overlay District (GCOD)**

A small portion of the site (550') that fronts to SR 365 is within the Hall County Gateway Corridor Overlay District. The Applicant requests a variance from Chapter 17.420 of the Hall County Code of Ordinances to allow the use of tilt-up concrete construction and TPO roof systems. Alternatively, if a 100-foot buffer is maintained from the SR 365 R/W, no GCOD standards shall apply. The Applicant commits to subjecting the property to similar covenants that have previously been adopted for the Gateway Industrial Centre

#### **Hall County Tree Ordinance**

The Applicant requests a variance from Chapter 17.280 of the Hall County Code of Ordinances. The Applicant commits to subjecting the property to similar covenants that have been previously adopted for the Gateway Industrial Centre.

#### **Proposed Uses**

The project may contain a variety of uses consistent with those allowed in the PID district and specifically as shown in Exhibit “A”.

#### **DRI/Traffic Impact Study**

A DRI will be required for the site. A Traffic Impact Study has been completed and submitted as part of this application



### Project Dimensional Standards

<b>Cagle 52 Business Park - PID Development Standards</b>	
<b>Planned Industrial Development Standards</b>	
Minimum Lot Area	15,000 sf
Minimum Lot Frontage	100'
Front Setback from Cornelia Highway (SR 365)	50'
Front Setback from all other Streets	30'
Side Setback	20'
Rear Setback	10'
Maximum Height	75'
Total Acreage	91.51
Minimum Open Space	5%
Maximum Floor Area Ratio	70%
Maximum Square Footage	1,215,000
Parking Ratio	Per Hall County Guidelines

### Conceptual Master Plan

The development of Cagle 52 Business Park shall be controlled by the Conceptual Master Plan (the "Plan") attached as exhibit "B". The plan is considered conceptual in nature, and as such may require modifications during the engineering and development process. Modifications to the locations and arrangement of buildings, roads, and other improvements that do not conflict with specific standards and requirements of these conditions may be made by the Developer or End User, so long as such modifications do not change the land use, increase the overall density of the project or reduce any established exterior buffers or setbacks.



Aerial View





### Permitted Uses

1 24-7 Climate controlled storage facility

2 Advertising agencies.

3 Any commercial use or industrial use which involves manufacturing, processing, or assembly operations or the storage and sale of heavy materials, products, or equipment, but not including uses which may cause injurious or obnoxious noise, vibrations, smoke, gas, fumes, odor, dust, fire hazard, or other objectionable conditions to nearby areas

4 Any industry which does not cause injurious or obnoxious noise, vibrations, smoke, gas, fumes, odors, dust, fire hazards or other objectionable conditions. Specifically excluded uses are acid manufacture, fertilizer manufacture, animal reduction, rendering plants and other industries that are found to be obnoxious by the planning commission.

5 Any retail or retail service establishment, including the making of articles sold at retail on the premises providing the conditions of chapter 17.210 are met.

6 Artist studios for arts, crafts, dance, drama, music and photography.

7 Automatic teller machine

8 Automobile Repair Garages

9 Baking plant

10 Banks, Credit Unions, and other Financial Services but not including or payday lenders

11 Beverage bottling & distribution plant

12 Brewery or Distillery

13 Broadcasting Studio

14 Building materials sales - wholesale

15 Bus stations.

16 Business incubator

17 Business services.

18 Caretaker and/or employee residences.

19 Clinic

20 Churches and other places of worship.

21 College or University

22 Cold storage/Refrigerated warehousing

23 Commercial greenhouse and indoor plant nursery

24 Construction trailer, provided the conditions of chapter 17.210 are met.

25 Contractor's Establishment

26 Convenience store (with or without fuel pumps)

27 Custom Order Shop

28 Data center

29 Day care center.

30 Dental laboratories.

31 Distribution facility, trucking terminal

32 Electronics waste reclamation and processing

33 Federal, state, county, municipal and other public governmental uses.

34 Finance or credit offices, but not including title loan or pawn shops



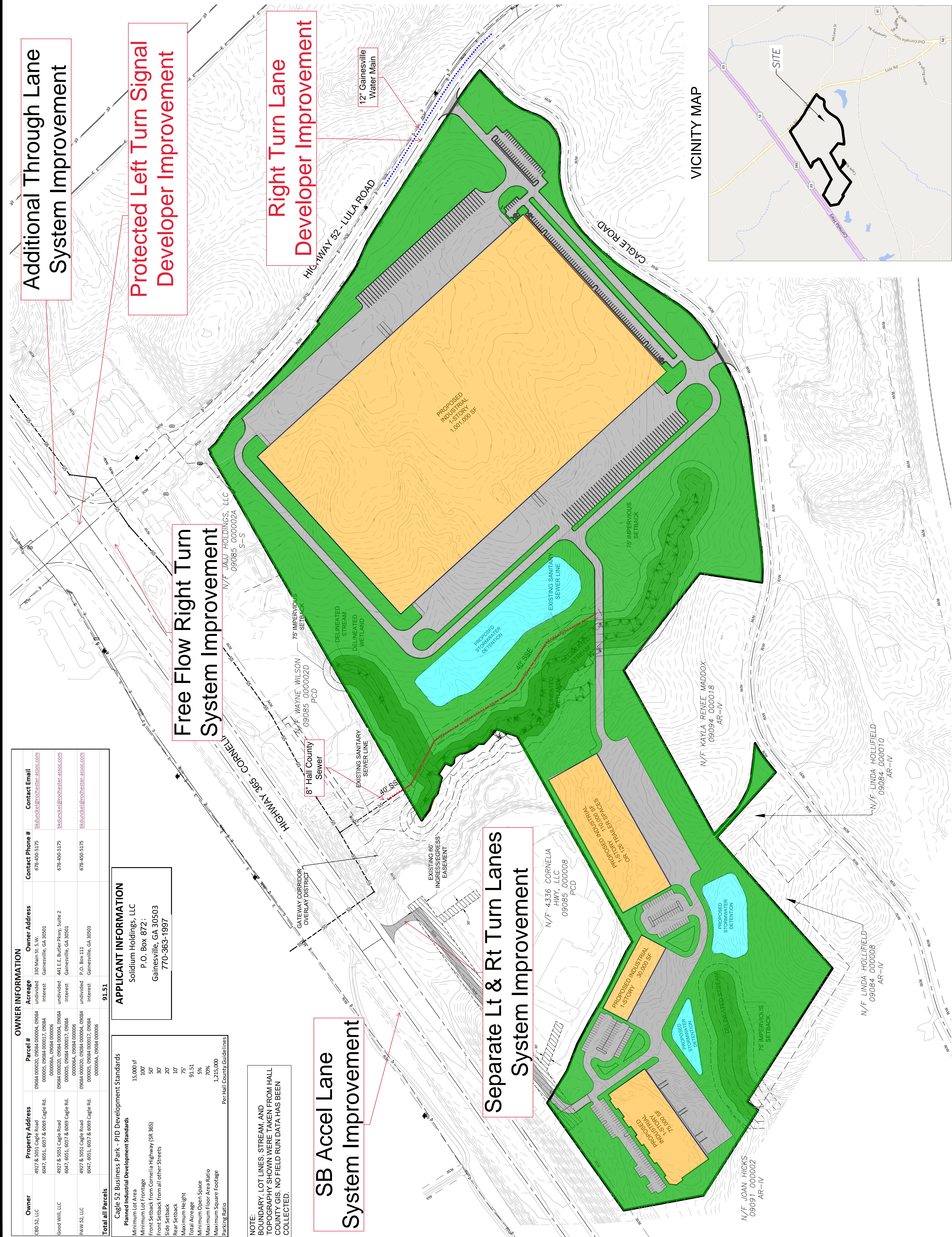
- Food processing plants involving animals or animal by-products where the processing is limited to the further processing of food previously processed at another location, to include but not be limited to such things as repackaging into smaller units, and which would not be subject to section 17.170.020, number 30 ("Other similar uses...").
- Food processing plants involving animals or animal by-products where the processing is limited to the further processing of food previously processed at another location with no cooking or rendering on site.
- Funeral homes.
- Grocery Store
- Group day care home.
- Health Spa
- Helicopter landing pad
- Hotels, motels or tourist courts.
- Industrial parks.
- Institutional uses, except penal, including those of a religious, educational or philanthropic nature, such as museums, art galleries, libraries, schools.
- Instrument Assembly
- Laboratories.
- Manufacture of paint
- Municipal Uses
- Air Separation
- Storage of gases associated with Manufacturing and Processing
- Manufacturers showrooms/offices
- Manufacturing, processing or storage in bulk of chemical and pharmaceutical products.
- Motels, hotels.
- Movie studio
- Nursery schools or kindergartens.
- Offices and office buildings, with a gross floor area not exceeding 50 percent of lot area.
- Outdoor storage of materials and inventory, not including uses as included in section 17.170.020.
- Parking Lots
- Parks for leisure and scenic appeal.
- Personal Service Establishment
- Plastics/metals extrusion plant
- Private directional signs for churches (defined under section 17.270.030) up to 36 square feet in area.
- Proving Grounds for equipment performance testing
- Radio and television studios.
- Recreational and/or cultural uses of a commercial nature.
- Restaurants.
- Retail or retail service establishments.
- Schools - public or private
- Service stations, provided the conditions of Chapter 17.210 are met;
- Storage yards.
- Subdivisions (non-residential).



- 72 Telecommunications facilities, provided the conditions of chapter 17.410 are met.
- 73 Tool/Die making and prototype development
- 74 Tractor Trailer Parking
- 75 Truck logistics terminal
- 76 Utility Substation
- 77 Wholesaling and warehousing.

The Permitted Uses 35, 36 & 52, as shown on Exhibit A, shall be subject to Planning Commission and Board of Commissioner's approval

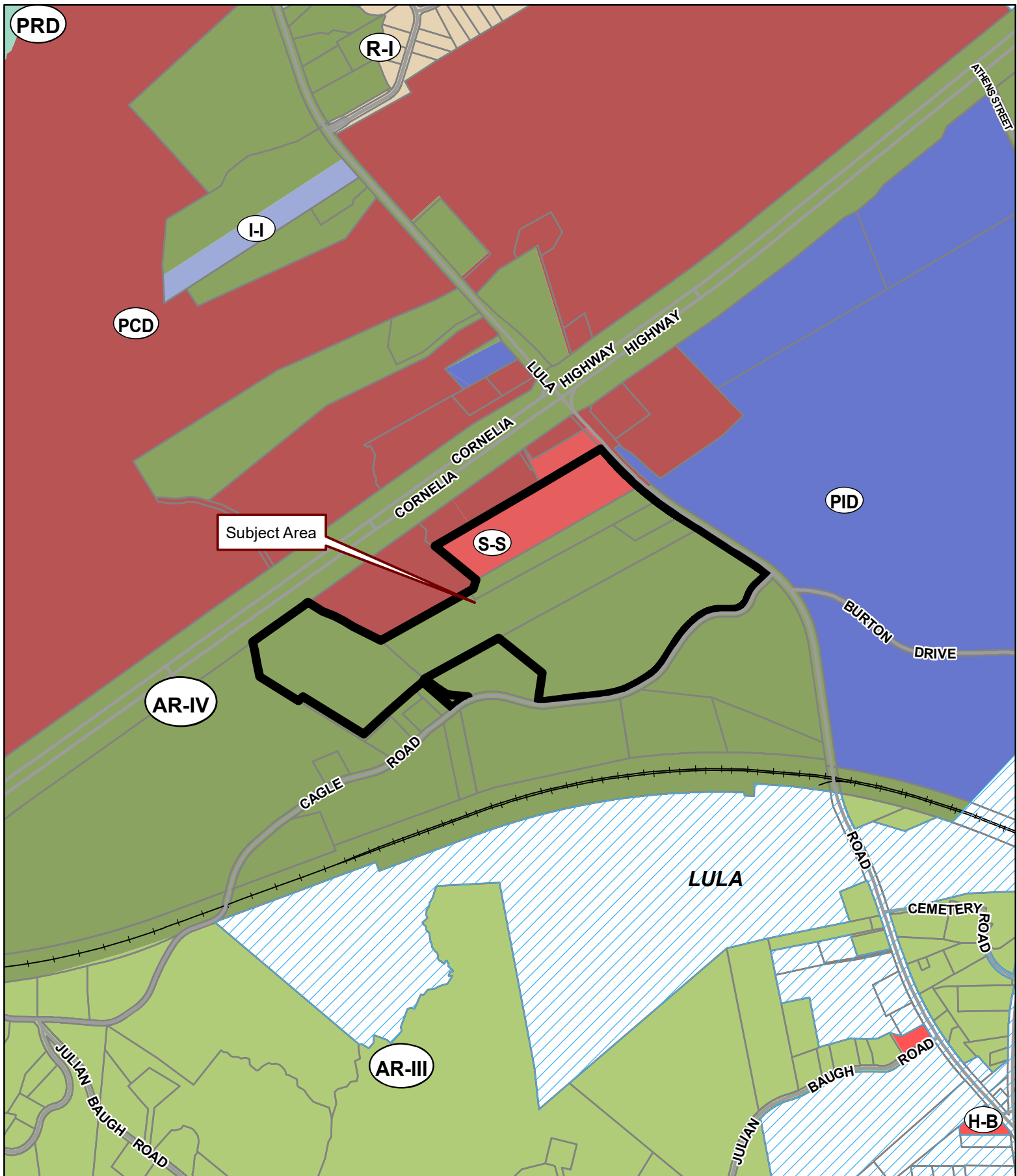












**Applicant:** SOLIDUM HOLDINGS, LLC

**Tax Parcel #:** 09084 000004 – 000006, 000006A, 000017, & 000020

**Location:** 6047, 6051, 6057, & 6069 LULA ROAD, 4927 & 5051 CAGLE ROAD,  
LULA, GA 30554

**Commission District 3**

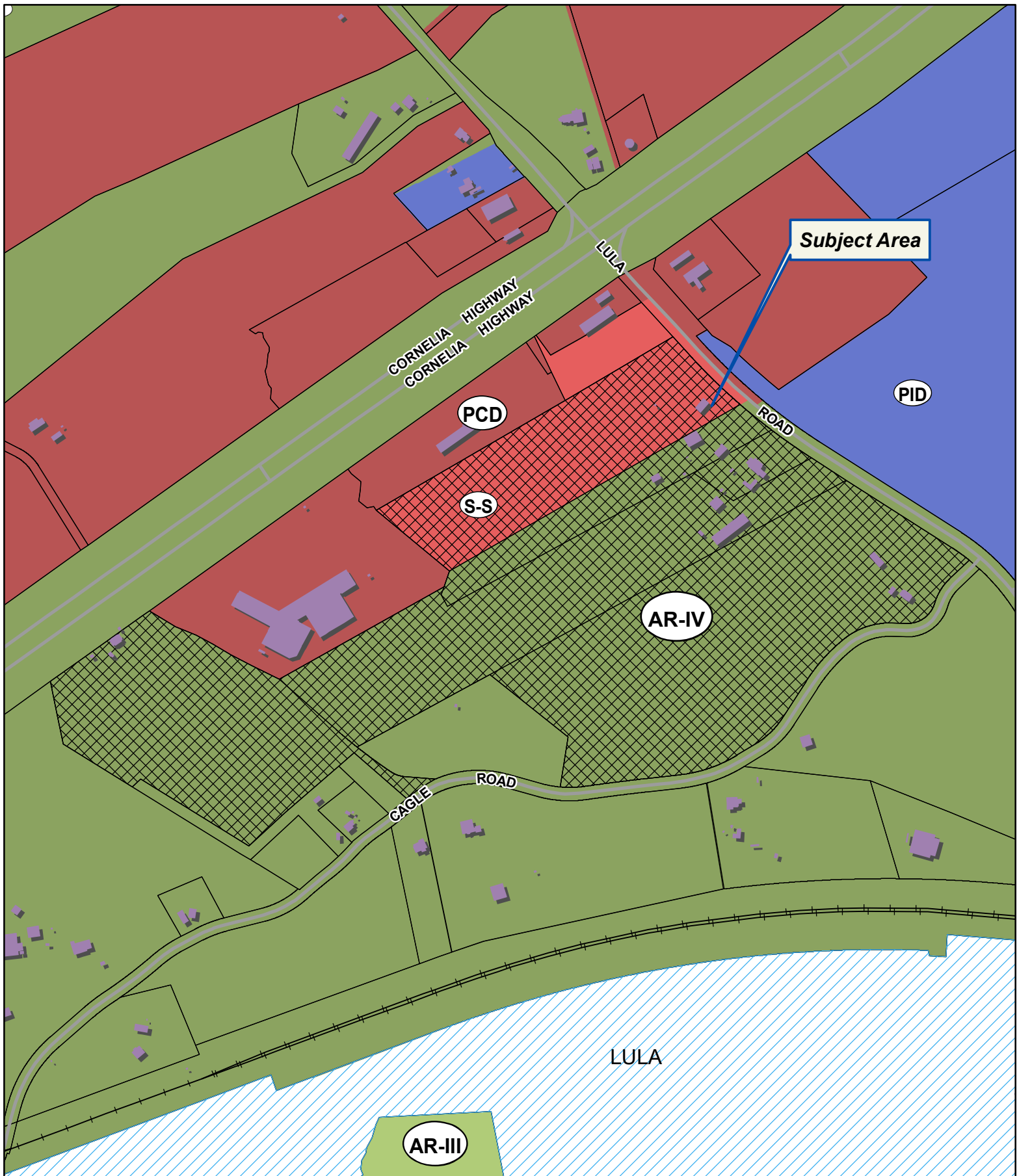
**PC Mtg. Date:** 01/03/2023

0 300 600 1,200  
Feet

- Zoning Boundary
- ▨ City Limits
- Subject Area
- Structure







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**PC Mtg. Date:** 01/03/2023

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Feet

- Zoning Boundary
- City Limits
- ▨ Subject Area
- Structure







**Applicant:** SOLIDUM HOLDINGS, LLC

**Tax Parcel #:** 09084 000004 – 000006, 000006A, 000017, & 000020

**Location:** 6047, 6051, 6057, & 6069 LULA ROAD, 4927 & 5051 CAGLE ROAD,  
LULA, GA 30554

**Commission District 3**

**PC Mtg. Date:** 01/03/2023

0 150 300 600  
Feet

— Zoning Boundary

City Limits

Subject Area

N





HALL COUNTY, Georgia  
Real Estate Transfer Tax

Paid \$ 230.00

Date 10-13-14

Charles Baker  
Superior Court Clerk

By [Signature]

PT61 069- 2014-006572

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT

Filed in office, this 13 day of Oct

20 14 at 11:30 AM. Recorded in Deed

Book 7429 Page(s) 244-245

Charles Baker, Clerk By [Signature]

019547

000244

File  
after recording, return to  
Scott A. Ball  
Stewart, Melvin & Frost LLP  
P.O. Box 3280  
Gainesville, GA 30503

## WARRANTY DEED

THIS INDENTURE is made this 10<sup>th</sup> day of October, 2014, between

**HAROLD D. SAULS**

(hereinafter referred to as "Grantor")

and

**JEBEHA, LLC**

(hereinafter referred to as "Grantee")

("Grantors" and "Grantees" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits)

## WITNESSETH

GRANTORS, in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other valuable considerations, have granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantees the following described property, to wit:

All that tract or parcel of land lying and being in Hall County, Georgia, about one mile west of Lula, Georgia, and on the west side of the Lula-Cleveland Road, being all of Tract Number 3, containing 25.07 acres more or less, and Tract Number 4, containing 14 and 61/100 acres more or less, of the R. Martin Estate Subdivision, as more fully shown by a plat made by J.E. Hope, Banks County Surveyor, dated February 18, 1930, and as more particularly described on Exhibit "A" attached here to and made a part hereof by reference. Said property is currently designated as 5051 Cagle Road according to the present system of numbering properties in Hall County, Georgia. Said property is conveyed together with and subject to all easements, covenants and restrictions of record, if any.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantees forever in **FEE SIMPLE**

AND GRANTORS WILL WARRANT and forever defend the right and title to the Land unto Grantees against the claims of all persons whomsoever.

EXECUTED under seal as of the date above

Signed, sealed, and delivered  
in the presence of

[Signature]  
Unofficial Witness

[Signature]  
Notary Public

[Signature] (Seal)  
**HAROLD D. SAULS**





000245

## EXHIBIT "A"

### Description of Property

All that tract of parcel of land lying and being in the County of Hall and State of Georgia, and being about one mile West of Lula, Georgia, and on the West side of the Lula-Cleveland Road, and being all of Tract Number 3, containing 25.07 acres, more or less, of the Subdivision of the R. Martin Estate, as is more fully shown by a Plat made by J. E. Hope, Banks County Surveyor and dated February 18, 1930, and this tract or parcel of land being bounded as follows:

On the North by Lula-Cleveland Road, on the West by Tract Number 2 bought by J. J. Martin, and on the South by the Old Shockley and Gainesville Road, and on the East by Tract Number 4, purchased by T. H. Stephens, and being the same property described and conveyed in Warranty Deed, dated December 2, 1933, executed by N. C. Faulkner to Mrs. U. V. Sauls, recorded in Deed Book 64, Page 335, Office of Clerk, Superior Court, Hall County, Georgia.

ALSO CONVEYED is all that tract or parcel of land, situated and lying and being in the County of Hall, State of Georgia, and being about one mile from Lula, Georgia, on the Lula and Cleveland Road, and being all of Tract Number 4, containing 14 and 61/100 acres, more or less, which is described in a plat, made by Emory Terrell, and bounded as follows:

On the North end by the Lula and Cleveland Public Road, on the South by the Road leading to White Sulphur, Georgia, and the Southern Railroad, on the East by lands of N. C. Faulkner, and on the West. This is known as Tract Number 4, described in a deed made by Roy Martin, as Executor of the Estate of Richard Martin, dated May 28, 1930, and recorded in Deed Book 59, Page 521, Office of Clerk, Superior Court, Hall County, Georgia, and being the same property, described and conveyed in Deed, dated December 31, 1937, executed by T. N. Wright to Mrs. Bonnie Sauls, recorded in Deed Book 76, Page 219, Office of Clerk, Superior Court, Hall County, Georgia.

This being the same property as conveyed by Deed from Mrs. U. V. Sauls, a/k/a Mrs. Bonnie Sauls to Ulmont V. Sauls on October 15, 1973, and shown of record in Deed Book 527, Pages 196-197 of the records of the Clerk of Superior Court of Hall County, Georgia.

#### **LESS AND EXCEPT:**

All that tract or parcel of land lying and being in Land Lot 84 of the 9th District of Hall County, Georgia, being 3.254 acres as shown on that plat of survey prepared by Henry G. Jarrard for Mrs. U. V. Sauls Estate, dated September 26, 1997 and recorded October 6, 1997 in Plat Slide 642, Page 1A of the Hall County, Georgia Plat Records, which plat is incorporated herein by reference.



When recorded return to:

The Weber Firm, LLC  
303 Jesse Jewell Parkway  
Suite 310  
Gainesville, Georgia 30501

eFiled and eRecorded  
DATE: 06/16/2022  
TIME: 5:08 PM  
DEED BOOK: 9148  
PAGE: 546 - 552  
FILING FEES: \$25.00  
PARTICIPANT ID: 6698194144  
RECORDED BY: CH  
CLERK: Charles Baker, C.S.C  
Hall County, GA

**MEMORANDUM OF TENANCY-IN-COMMON AGREEMENT**

DATE: June 10, 2022

PARTIES: CBD 52, LLC ("CBD")  
330 South Main Street, SW  
Gainesville, GA 30501

PAW 52, LLC ("PAW")  
P.O. Box 111  
Gainesville, Georgia 30503

GOOD WILL, LLC ("GW")  
P. O. Box 872  
Gainesville, Georgia 30503

1. CBD, PAW and GW, each the holder of an undivided one-third (1/3) tenancy in common interest in the real property described on Exhibit "A" attached hereto and incorporated by reference herein (the "Property"), have entered into that Tenancy-in-Common Agreement dated June 10, 2022 (the "TIC Agreement"), with respect to various matters involving their common ownership of the Property, including certain restrictions on transfers and dispositions and encumbrances.

2. All other terms, conditions and agreements contained in the TIC Agreement are fully incorporated herein by reference as if fully set forth herein. Copies of the TIC Agreement are on file at the offices of CBD, PAW, and GW.

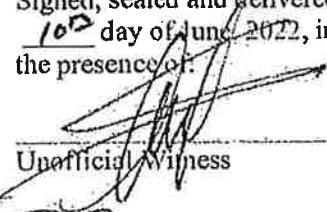
3. In the event of a conflict between the terms of this Memorandum of Tenancy-in-Common and the provisions of the TIC Agreement, the terms of the TIC Agreement shall control.




**COUNTERPART SIGNATURE PAGE  
TO  
MEMORANDUM OF TENANCY IN COMMON AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have hereunto affixed hand and seal as of the date first above written.

Signed, sealed and delivered this  
10<sup>th</sup> day of June, 2022, in  
the presence of:

  
Unofficial Witness

  
Notary Public


My commission expires:

(Notary Seal)



**GOOD WILL, LLC, a Georgia limited  
liability company**

By:

 (SEAL)  
William A. Bagwell, Jr., Member

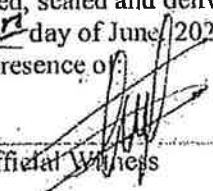
(Seal)

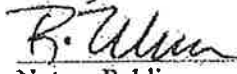
SIGNATURES CONTINUE ON NEXT SUCCEEDING PAGE



**COUNTERPART SIGNATURE PAGE  
TO  
MEMORANDUM OF TENANCY IN COMMON AGREEMENT**

Signed, sealed and delivered this  
10<sup>th</sup> day of June, 2022, in  
the presence of:

  
Unofficial Witness

  
Notary Public

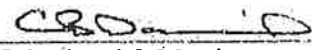
My commission expires

(Notary Seal Affixed)



**CBD 52, LLC, a Georgia limited  
liability company**

By:

 (SEAL)  
C. Brian Daniel, Member

(Seal)

SIGNATURES CONTINUED ON NEXT SUCCEEDING PAGE



**COUNTERPART SIGNATURE PAGE  
TO  
MEMORANDUM OF TENANCY IN COMMON AGREEMENT**

Signed, sealed and delivered this  
18<sup>th</sup> day of June, 2022, in  
the presence of:

Elaine A. Barnett  
Unofficial Witness

B. Weber  
Notary Public

My commission expires:

(Notary Seal Affixed)



**PAW 52, LLC, a Georgia limited  
liability company**

By:

Philip A. Wilheit, Sr. (SEAL)  
Philip A. Wilheit, Sr., Member

(Seal)



LEGAL DESCRIPTION  
FOR  
ZONING

All that tract or parcel of land lying and being in Land Lots 81, 84 & 85 of the 9<sup>TH</sup> District, Hall County, Georgia and being more particularly described as follows:

Commencing at an iron pin found inside a PVC pipe being the apparent Land Lot Corner common to Land Lots 84, 85, 90 & 91; thence North 21 degrees 59 minutes 51 seconds East a distance of 124.03 feet to a concrete monument found on the southeastern right of way of Georgia Highway 365, said right of way varies in width, said concrete monument found also being the TRUE POINT OF BEGINNING;

From the TRUE POINT OF BEGINNING thus established and continuing along said southeastern right of way thence North 54 degrees 31 minutes 27 seconds East a distance of 475.32 feet to an iron pin found with a red plastic cap; thence leaving said right of way and continuing along and old roadbed the following courses and distances: South 58 degrees 42 minutes 33 seconds East a distance of 136.99 feet to a point; South 68 degrees 58 minutes 33 seconds East a distance of 102.16 feet to a point; South 62 degrees 02 minutes 33 seconds East a distance of 93.78 feet to a point; South 59 degrees 37 minutes 33 seconds East a distance of 89.37 feet to a point; South 61 degrees 31 minutes 33 seconds East a distance of 58.06 feet to a point; South 63 degrees 52 minutes 33 seconds East a distance of 138.40 feet to a point; and South 57 degrees 57 minutes 21 seconds East a distance of 41.09 feet to an iron pin set with a yellow plastic cap stamped "Rochester LSF000484"; thence proceeding along the property now or formerly of JD Cantrell Enterprises, LLC North 60 degrees 42 minutes 51 seconds East a distance of 850.93 feet to an iron pin found with a red plastic cap; thence North 18 degrees 43 minutes 58 seconds East a distance of 79.15 feet to a point situated in the center of the creek; thence proceeding along the center of said creek the following courses and distances: North 48 degrees 23 minutes 52 seconds West a distance of 69.85 feet to a point; North 01 degrees 16 minutes 46 seconds West a distance of 19.81 feet to a point; North 43 degrees 05 minutes 25 seconds West a distance of 30.49 feet to a point; North 29 degrees 00 minutes 44 seconds West a distance of 21.06 feet to a point; North 12 degrees 06 minutes 24 seconds West a distance of 29.54 feet to a point; North 36 degrees 35 minutes 40 seconds West a distance of 21.96 feet to a point; North 85 degrees 36 minutes 45 seconds West a distance of 18.38 feet to a point; North 45 degrees 04 minutes 09 seconds West a distance of 13.89 feet to a point; North 23 degrees 02 minutes 07 seconds East a distance of 22.01 feet to a point; North 57 degrees 55 minutes 32 seconds West a distance of 46.98 feet to a point; South 50 degrees 07 minutes 54 seconds West a distance of 17.69 feet to a point; North 74 degrees 36 minutes 11 seconds West a distance of 59.20 feet to a point; North 49 degrees 31 minutes 25 seconds West a distance of 25.42 feet to a point; North 73 degrees 18 minutes 49 seconds West a distance of 41.72 feet to a point; and North 52 degrees 50 minutes 02 seconds West a distance of 46.27 feet to a point in the center of said creek on the Land Lot Line common to Land Lots 84 & 85; thence leaving said creek centerline and proceeding along said Land Lot Line as well as the property now or formerly of Gary Wayne Wilson North 60 degrees 02 minutes 09 seconds East a distance of 968.37 feet to a 5/8 inch rebar found; thence proceeding along the property now or formerly of JAJJ Holdings, LLC North 60 degrees 02 minutes 09 seconds East a distance of 559.50 feet to a 1/2 inch rebar found on the southwestern right of way of State Route 52, said right of way varies in width; thence proceeding along said right of way the following courses and distances: South 38 degrees 14 minutes 32 seconds East a distance of 3.92 feet to a point; North 59 degrees 51 minutes 41 seconds East a distance of 15.31 feet to a point; South 41 degrees 40 minutes 08 seconds East a distance of 32.15 feet to a point; South 55 degrees 57 minutes 41 seconds



East a distance of 104.67 feet to a point; along a curve to the left having a radius of 2924.79 feet and an arc length of 288.51 feet being subtended by a chord of South 45 degrees 52 minutes 07 seconds East for a distance of 288.40 feet to a point; along a curve to the left having a radius of 2924.79 feet and an arc length of 178.70 feet being subtended by a chord of South 50 degrees 26 minutes 42 seconds East for a distance of 178.67 feet to a concrete monument found; North 60 degrees 59 minutes 09 seconds East a distance of 10.88 feet to a concrete monument found; along a curve to the left having a radius of 2914.79 feet and an arc length of 217.93 feet being subtended by a chord of South 54 degrees 25 minutes 17 seconds East for a distance of 217.88 feet to a point; along a curve to the left having a radius of 2914.79 feet and an arc length of 24.39 feet being subtended by a chord of South 56 degrees 48 minutes 11 seconds East for a distance of 24.39 feet to a point; South 66 degrees 06 minutes 43 seconds East a distance of 101.70 feet to a point; South 57 degrees 40 minutes 28 seconds East a distance of 67.13 feet to a point; South 57 degrees 20 minutes 41 seconds East a distance of 524.02 feet to a point; and along a curve to the right having a radius of 1223.76 feet and an arc length of 145.49 feet being subtended by a chord of South 53 degrees 56 minutes 20 seconds East for a distance of 145.41 feet to a point at the intersection of said southwestern right of way of State Route 52 and the northeastern right of way of Cagle Road, said right of way being 50' in width; thence proceeding along said northeastern right of way the following courses and distances: South 46 degrees 59 minutes 11 seconds West a distance of 114.79 feet to a point; along a curve to the left having a radius of 255.54 feet and an arc length of 110.36 feet being subtended by a chord of South 34 degrees 36 minutes 51 seconds West for a distance of 109.50 feet to a point; South 22 degrees 14 minutes 31 seconds West a distance of 43.13 feet to a point; along a curve to the right having a radius of 132.20 feet and an arc length of 163.91 feet being subtended by a chord of South 57 degrees 45 minutes 48 seconds West for a distance of 153.61 feet to a point; North 86 degrees 42 minutes 55 seconds West a distance of 50.49 feet to a point; along a curve to the left having a radius of 331.71 feet and an arc length of 260.32 feet being subtended by a chord of South 70 degrees 48 minutes 10 seconds West for a distance of 253.69 feet to a point; along a curve to the left having a radius of 910.55 feet and an arc length of 243.74 feet being subtended by a chord of South 40 degrees 39 minutes 09 seconds West for a distance of 243.01 feet to a point; South 32 degrees 59 minutes 02 seconds West a distance of 184.07 feet to a point; along a curve to the right having a radius of 368.19 feet and an arc length of 156.20 feet being subtended by a chord of South 45 degrees 08 minutes 14 seconds West for a distance of 155.03 feet to a point; South 57 degrees 17 minutes 27 seconds West a distance of 10.09 feet to a point; along a curve to the right having a radius of 2031.42 feet and an arc length of 141.17 feet being subtended by a chord of South 59 degrees 16 minutes 54 seconds West for a distance of 141.14 feet to a point; along a curve to the right having a radius of 490.59 feet and an arc length of 98.52 feet being subtended by a chord of South 67 degrees 01 minutes 31 seconds West for a distance of 98.35 feet to a point; along a curve to the right having a radius of 1002.15 feet and an arc length of 200.03 feet being subtended by a chord of South 78 degrees 29 minutes 46 seconds West for a distance of 199.69 feet to a point; South 84 degrees 12 minutes 51 seconds West a distance of 83.79 feet to a point; South 83 degrees 17 minutes 51 seconds West a distance of 288.50 feet to a point; and along a curve to the right having a radius of 610.56 feet and an arc length of 112.03 feet being subtended by a chord of South 88 degrees 33 minutes 14 seconds West for a distance of 111.87 feet to a 1/2 inch rebar found; thence leaving said right of way and proceeding along the property now or formerly of Renee Maddox and Brett Matthew Maddox North 08 degrees 23 minutes 44 seconds East a distance of 227.49 feet to a 1/2 inch rebar



found; thence North 51 degrees 56 minutes 51 seconds West a distance of 446.04 feet to a 1/2 inch rebar found; thence South 61 degrees 05 minutes 19 seconds West a distance of 665.33 feet to a flat bar found; thence South 61 degrees 05 minutes 19 seconds West a distance of 11.46 feet to a point thence South 47 degrees 48 minutes 01 seconds East a distance of 119.64 feet to a point; thence South 58 degrees 43 minutes 57 seconds East a distance of 42.90 feet to a point; thence South 61 degrees 59 minutes 17 seconds East a distance of 41.05 feet to a point; thence South 72 degrees 10 minutes 45 seconds East a distance of 33.30 feet to a point; thence South 82 degrees 26 minutes 44 seconds East a distance of 70.45 feet to a point; thence South 84 degrees 16 minutes 25 seconds East a distance of 66.24 feet to a point on the aforementioned northeastern right of way of Cagle Road; thence proceeding along said northeastern right of way the following courses and distances: along a curve to the left having a radius of 371.71 feet and an arc length of 75.72 feet being subtended by a chord of South 56 degrees 59 minutes 23 seconds West for a distance of 75.59 feet to a point; and South 51 degrees 09 minutes 15 seconds West a distance of 52.25 feet to a nail at the base of a 1 inch open top pipe found; thence leaving said right of way and proceeding along the property now or formerly of Lina L. Hollifield North 47 degrees 50 minutes 02 seconds West a distance of 317.32 feet to a 5/8 inch rebar found; thence South 49 degrees 19 minutes 51 seconds West a distance of 90.13 feet to a 1/2 inch crimped top pipe found; thence South 48 degrees 24 minutes 50 seconds West a distance of 541.19 feet to a 5/8 inch rebar found; thence proceeding along the property now or formerly of Johnny T. Long North 57 degrees 21 minutes 10 seconds West a distance of 571.95 feet to a 1-1/2 inch open top pipe found; thence South 37 degrees 40 minutes 55 seconds West a distance of 49.79 feet to a 1-1/2 inch open top pipe; thence proceeding along the property of Alvin P. Hicks and Joan W. Hicks North 57 degrees 27 minutes 17 seconds West a distance of 365.31 feet to a concrete monument found on the Land Lot Line common to Land Lots 84 & 91; thence North 10 degrees 30 minutes 08 seconds West a distance of 292.44 feet to the TRUE POINT OF BEGINNING.

Said tract contains 91.511 acres



## Anael Dominguez (Planning)

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**From:** Emily McGahee (Environmental Health)  
**Sent:** Tuesday, December 13, 2022 4:01 PM  
**To:** Anael Dominguez (Planning); Randi Doveton (Planning)  
**Cc:** Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)  
**Subject:** HCPC Tentative Agenda 1.3.23

Please find Environmental Health comments below:

Item 1, 5385 Winder Hwy, Dell Group: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 2, 6725 Bass Circle, Argento: Environmental Health contacted the applicant on 12.12.22 concerning requirements to move forward with development of the property.

Item 3, 5645 Burke Lane, Claxton: Must meet all Environmental Health residential septic system permitting requirements.

Item 4, 3055 Tumbling Creek, Rochester: No comment. Public sewer.

Item 5, 3814 Bolding Road, Jung/Kim: Must meet all Environmental Health commercial septic system permitting requirements if able to be permitted by Environmental Health. Wastewater treatment and disposal may be required to be permitted through EPD. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Item 6, 6047/6051/6057/6069 Lula Rd, 4927/5051 Cagle Rd, Solidum 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.

Items 7 and 8, 3435 Springdale Forrest Blvd, SrisadanOne: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Emily

Emily McGahee  
Hall County Environmental Health  
Hall County Government Center  
2875 Browns Bridge Road  
Mailing: PO Box 5901  
Gainesville, GA 30504  
(770) 531-3973



## Anael Dominguez (Planning)

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**From:** Niebauer, Parker J <PNiebauer@dot.ga.gov>  
**Sent:** Monday, December 19, 2022 7:06 PM  
**To:** Anael Dominguez (Planning); Peevy, Jonathan  
**Cc:** Randi Doveton (Planning); David Webb (Planning); Rebecca Keefer  
**Subject:** RE: Tentative Planning Agenda for January 3, 2023

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.

Thanks for following up Anael, I dropped the ball on this one. Item #6 (Solidum Holdings) will require GDOT coordination.

6. [6047, 6051, 6057, & 6069 Lula Road, 4927 & 5051 Cagle Road | Rezone | from Agricultural- Residential-IV \(AR-IV\) & Suburban-Shopping \(S-S\) to Planned Industrial Development \(PID\) on a 91.51± acre tract located on the west side of Lula Road at its intersection with Cagle Road | Zoned S-S & AR-IV; Tax Parcel 09084 000004 -000006, 000006A, 000017, 000020 | Proposed use: commercial & industrial mixed uses | \\*\\* Commission District 3 | Solidum Holdings, LLC, applicant.](#)

With deepest apologies for my tardiness,

**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:** Friday, December 16, 2022 9:52 AM  
**To:** Peevy, Jonathan <jpeevy@dot.ga.gov>; Niebauer, Parker J <PNiebauer@dot.ga.gov>  
**Cc:** Randi Doveton (Planning) <rdoveton@hallcounty.org>; David Webb (Planning) <dwebb@hallcounty.org>; Rebecca Keefer <rkeefer@cplteam.com>  
**Subject:** FW: Tentative Planning Agenda for January 3, 2023

Good morning,

I just wanted to check in and make sure you didn't have any comments for the 1-3-2023 tentative agenda below. Comments were due yesterday.

Thank you,

Ana Dominguez

Planning Commission Clerk

Hall County Government

2875 Browns Bridge Road, Gainesville, GA 30504





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**From:** Anael Dominguez (Planning)  
**Sent:** Thursday, December 8, 2022 10:41 AM  
**Subject:** Tentative Planning Agenda for January 3, 2023

Good morning –

Here is the Tentative Agenda and Maps for the **Tuesday, January 3, 2023** 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, December 15<sup>th</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – December 19, 2022**

**OLD BUSINESS**

1. [5385 Winder Highway | Amend Conditions | of a Planned Commercial Development \(PCD\) on a 21.20± acre tract located on the north side of Winder Highway at its intersection with Benefield Road | Zoned PCD; Tax Parcel 15028B000015 | Proposed use: car condos, storage, commercial uses, and retail | \\*\\* Commission District 1 | The Dell Group, LLC, applicant.](#)

**NEW BUSINESS**

2. [6725 Bass Circle | Variance | for a setback variance at the southern property line from 15 feet to 4 feet on a .15± acre tract located at the terminus of Bass Circle | Zoned R-I; Tax Parcel 07353 004003 | Proposed use: single-family home | \\* Commission District 2 | Douglas Argento, applicant.](#)
3. [5645 Burke Lane | Variance | for a left side yard setback variance from 10 feet to 5 feet on a .31± acre tract located at the terminus of Burke Lane | Zoned V-C; Tax Parcel 10012 000019 | Proposed use: single-family home | \\* Commission District 2 | Anthony R. Claxton, applicant.](#)
4. [3055 Tumbling Creek Road | Amend conditions | of a Planned Residential Development \(PRD\) on a 5.1± acre tract located on the west side of Tumbling Creek Road at approximately 30 feet from its intersection with Campus Pointe Circle | Zoned PRD; Tax Parcel 08026 000005 \(pt.\) | Proposed use: 38-unit residential rental community | \\*\\* Commission District 2 | Rochester/DCCM, applicant.](#)
5. [3814 Bolding Road | Rezone | from Agricultural-Residential-III \(AR-III\) to Mobile Home Park \(MHP\) on a 6.72± acre tract located on the west side of Bolding Road approximately 111 feet from its intersection with Glen Bower](#)



Road | Zoned AR-III; Tax Parcel 15036B000035 | **Proposed use: travel trailer park** | \*\* Commission District 1 | **Yeon H. Jung & Soyeon Kim, applicants.**

6. **6047, 6051, 6057, & 6069 Lula Road, 4927 & 5051 Cagle Road | Rezone** | from Agricultural- Residential-IV (AR-IV) & Suburban-Shopping (S-S) to Planned Industrial Development (PID) on a 91.51± acre tract located on the west side of Lula Road at its intersection with Cagle Road | Zoned S-S & AR-IV; Tax Parcel 09084 000004 - 000006, 000006A, 000017, 000020 | **Proposed use: commercial & industrial mixed uses** | \*\* Commission District 3 | **Solidum Holdings, LLC, applicant.**
7. **3435 Springdale Forrest Boulevard | Rezone** | from Agricultural-Residential-III (AR-III) & Residential-I (R-I) to Residential-I (R-I) on a 35.71± acre tract located on the north side of Springdale Forrest Boulevard approximately 195 feet from its intersection with Springdale Forrest Circle | Zoned AR-III & R-I; Tax Parcel 10062 000001A | **Proposed use: 29 single-family detached homes** | \*\* Commission District 2 | **SrisadanOne LLC, applicant.**
8. **3435 Springdale Forrest Boulevard | Use Subject to County Commission Approval** | on a 35.71± acre tract located on the north side of Springdale Forrest Boulevard approximately 195 feet from its intersection with Springdale Forrest Circle | Zoned AR-III & R-I; Tax Parcel 10062 000001A | **Proposed use: 29 single-family detached homes** | \*\* Commission District 2 | **SrisadanOne LLC, applicant.**

\*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, February 9, 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, February 9, 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.

Thank you,  
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/>.





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

## MEMORANDUM

**To:** Randi Doveton, Director of Planning and Development  
**From:** Srikanth Yamala, Director of Public Works and Utilities  
**Date:** December 14, 2022  
**Subject:** January 3, 2023 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the January 3, 2023 meeting. Upon review, we provide the following comments.

### OLD BUSINESS

1. [5385 Winder Highway | Amend Conditions | of a Planned Commercial Development \(PCD\) on a 21.20± acre tract located on the north side of Winder Highway at its intersection with Benefield Road | Zoned PCD; Tax Parcel 15028B000015 | Proposed use: car condos, storage, commercial uses, and retail | \\*\\* Commission District 1 | The Dell Group, LLC, applicant.](#)
  - a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.  
Show stream buffers and impervious setback from wrested vegetation not centerline of stream.
  - b) **Traffic:** No comments.
  - c) **Utilities:** No sewer in the area of project; septic proposed requires Health Department Approval.

### NEW BUSINESS

2. [6725 Bass Circle | Variance | for a setback variance at the southern property line from 15 feet to 4 feet on a .15± acre tract located at the terminus of Bass Circle | Zoned R-I; Tax Parcel 07353 004003 | Proposed use: single-family home | \\* Commission District 2 | Douglas Argento, applicant.](#)
  - a) **Engineering:** No Comment
  - b) **Traffic:** No Comment
  - c) **Utilities:** No Comment
3. [5645 Burke Lane | Variance | for a left side yard setback variance from 10 feet to 5 feet on a .31± acre tract located at the terminus of Burke Lane | Zoned V-C; Tax Parcel 10012 000019 | Proposed use: single-family home | \\* Commission District 2 | Anthony R. Claxton, applicant.](#)
  - a) **Engineering:** No Comment
  - b) **Traffic:** No Comment





# 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

c) **Utilities:** No Comment

4. [3055 Tumbling Creek Road | Amend conditions | of a Planned Residential Development \(PRD\) on a 5.1± acre tract located on the west side of Tumbling Creek Road at approximately 30 feet from its intersection with Campus Pointe Circle | Zoned PRD; Tax Parcel 08026 000005 \(pt.\) | Proposed use: 38-unit residential rental community | \\*\\* Commission District 2 | Rochester/DCCM, applicant.](#)

- a) **Engineering:** This site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surface and/or disturbed acreage.  
Show buffer and impervious setback from wrested vegetation, not centerline of creek.  
Buffer change requested does not include stream buffers  
Show 75' impervious setback or request a variance.
- b) **Traffic:** No comment.
- c) **Utilities:** City of Gainesville Sewer District.

5. [3814 Bolding Road | Rezone | from Agricultural-Residential-III \(AR-III\) to Mobile Home Park \(MHP\) on a 6.72± acre tract located on the west side of Bolding Road approximately 111 feet from its intersection with Glen Bower Road | Zoned AR-III; Tax Parcel 15036B000035 | Proposed use: travel trailer park | \\*\\* Commission District 1 | Yeon H. Jung & Soyeon Kim, applicants.](#)

- a) **Engineering:** This site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surface and/or disturbed acreage.  
Show buffer and impervious setback from wrested vegetation, not centerline of creek.  
Refer to Planning's comments regarding lot lines and subdivision of property.
- b) **Traffic:** Driveway to meet Hall County Standards.
- c) **Utilities:** City of Oakwood Sewer District

6. [6047, 6051, 6057, & 6069 Lula Road, 4927 & 5051 Cagle Road | Rezone | from Agricultural- Residential-IV \(AR-IV\) & Suburban-Shopping \(S-S\) to Planned Industrial Development \(PID\) on a 91.51± acre tract located on the west side of Lula Road at its intersection with Cagle Road | Zoned S-S & AR-IV; Tax Parcel 09084 000004 -000006, 000006A, 000017, 000020 | Proposed use: commercial & industrial mixed uses | \\*\\* Commission District 3 | Solidum Holdings, LLC, applicant.](#)

- a) **Engineering:** This site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surface and/or disturbed acreage.





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

Show buffer and impervious setback from wrested vegetation, not centerline of creek.

North Oconee Watershed District

- b) **Traffic:** Driveway access of Cornelia Highway and Lula Road will need to be permitted through GDOT. Since Cagle Road is not adequate for commercial / industrial traffic, access should be from Cornelia Highway (SR354) and Lula Road (SR52) only. Access via Cagle Road should be restricted or, if considered, the roadway should be improved to County commercial / industrial standards.

- c) **Utilities:** Hall County Sewer District

7. [3435 Springdale Forrest Boulevard | Rezone | from Agricultural-Residential-III \(AR-III\) & Residential-I \(R-I\) to Residential-I \(R-I\) on a 35.71± acre tract located on the north side of Springdale Forrest Boulevard approximately 195 feet from its intersection with Springdale Forrest Circle | Zoned AR-III & R-I; Tax Parcel 10062 000001A | Proposed use: 29 single-family detached homes | \\*\\* Commission District 2 | SrisadanOne LLC, applicant.](#)

- a) **Engineering:** This site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surface and/or disturbed acreage.

Show buffer and impervious setback from wrested vegetation, not centerline of creek.

Show flood Hall County studied and FEMA.

- b) **Traffic:** Roadways to meet Hall County standards.

- c) **Utilities:** Hall County Sewer District, no gravity sewer available. Proposed septic systems will require Health Department approval.

8. [3435 Springdale Forrest Boulevard | Use Subject to County Commission Approval | on a 35.71± acre tract located on the north side of Springdale Forrest Boulevard approximately 195 feet from its intersection with Springdale Forrest Circle | Zoned AR-III & R-I; Tax Parcel 10062 000001A | Proposed use: 29 single-family detached homes | \\*\\* Commission District 2 | SrisadanOne LLC, applicant.](#)

- a) **Engineering:** This site may require a stormwater management report, should the site plan indicate the proposed development meets stormwater thresholds for impervious surface and/or disturbed acreage.

Show buffer and impervious setback from wrested vegetation, not centerline of creek.

Show flood Hall County studied and FEMA.

- b) **Traffic:** Roadways to meet Hall County Standards.

- c) **Utilities:** Proposed septic systems will require Environmental Health approval.

No Hall County Sanitary Sewer in area.



## Anael Dominguez (Planning)

---

**From:** John Hornick (Fire Services)  
**Sent:** Thursday, December 15, 2022 11:15 AM  
**To:** Randi Doveton (Planning)  
**Cc:** Anael Dominguez (Planning)  
**Subject:** Fire Comments

Agenda and Maps for the **Tuesday, January 3, 2023** Hall County Planning Commission Meeting.

1. [6047, 6051, 6057, & 6069 Lula Road, 4927 & 5051 Cagle Road | Rezone | from Agricultural- Residential-IV \(AR-IV\) & Suburban-Shopping \(S-S\) to Planned Industrial Development \(PID\) on a 91.51± acre tract located on the west side of Lula Road at its intersection with Cagle Road | Zoned S-S & AR-IV; Tax Parcel 09084 000004 - 000006, 000006A, 000017, 000020 | Proposed use: commercial & industrial mixed uses | \\*\\* Commission District 3 | Solidum Holdings, LLC, applicant.](#)

The Hall County Fire Marshal's preliminary comments.

- 1) IFC Section D104.1, buildings exceeding three stories or 30 feet in height shall have not fewer than two means of fire apparatus access for each structure.
- 2) IFC Section D104.2, buildings having a gross building area of more than 62,000 SF shall be provided with two separate and approved fire apparatus access roads.
- 3) IFC Section D104.3, where two fire apparatus roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.
- 4) IFC Section D105.2, aerial apparatus access roads shall have a minimum unobstructed width of 26' exclusive of shoulders in the immediate vicinity of the building or portion thereof.
- 5) IFC Section D103.4, dead end fire apparatus roads in excess of 150 feet shall be provided with width and turnaround provisions in accordance with table D103.4
- 6) IFC Section 903.2, where required approved automatic sprinkler systems in new buildings shall be provided in the locations described in sections 903.2.1 through 903.2.12
- 7) IFC Section 503, fire apparatus access roads shall be provided and maintained in accordance with section s 503.1.1 through 503.1.3
- 8) **IFC Section 506.1, access controlled gate(s) will require a Knox key switch override device for fire department access.**
- 9) **IFC Section 510, emergency responder radio coverage confirmation will apply to each building**
- 10) **IFC Section 507, all buildings must be with in the 400' hose lay distance requirements from a fire hydrant as the truck travels. Fire hydrant(s) may have to be installed along the fire access route to meet the hose lay distance requirements.**
- 11) **All underground fire line shall be installed to NFPA 24 Standards.**

Regards,

**John Hornick, NPQ Fire Service Plans Examiner 1**  
**Lieutenant, Hall County Fire Rescue**  
**Hall County Government**  
Main: 770-531-6838 | Cell: 404-597-0083  
Website: [www.Hallcounty.org](http://www.Hallcounty.org)



All

#1366

Category: Planning & Zoning  
Priority: 3  
Assigned To: Stewart Brian  
Submitted: 1/7/2023 10:49 PM  
Source: Website 172.71.30.41

**SUBMITTER**

**Abbey Stanley**  
3848 Clubhouse drive  
Gainesville, GA 30501

**CONTACT**

[abbeycstanley@yahoo.com](mailto:abbeycstanley@yahoo.com)  
6789978953

5051 Cagle road  
Lula, Georgia 30554

**REQUEST DETAILS**

Description

This plan to build an almost ONE MILLION square foot warehouse is the worst possible thing that someone could bring to Lula, GA. This will not only decrease people's property value; but also bring abundant amount of unnecessary traffic for this location. This is very disappointing as us locals to have to fight for our hometown. It brings so many dangerous safety hazard to the community who has grown up here our entire lives. It truly will impact us and our future generations if this warehouse plan is taken place.

Your Information

Name  
Abbey Stanley  
Fax Number  
Email Address  
[abbeycstanley@yahoo.com](mailto:abbeycstanley@yahoo.com)  
Preferred Contact Method  
email



All

#1365

Category: Planning & Zoning  
Priority: 3  
Assigned To: Stewart Brian  
Submitted: 1/7/2023 4:33 PM  
Source: Website 172.71.22.12

**SUBMITTER**

**Candice Stuckey**  
6869 Duncan Road  
Lula, GA 30554

**CONTACT**

[Jandcstuckey@gmail.com](mailto:Jandcstuckey@gmail.com)

5051 Cagle road  
Lula, GA 30554

**REQUEST DETAILS**

Description

I'm tired of having to tell my children to close their eyes when we pass wreck after wreck around our homes. There is too much traffic for the way our roads are set up. It begins to feel like your risking your family's lives trying to go to the grocery store. We cannot have 4,000+ vehicles added to this chaos. Would you like this put next to your house?

Your Information

Name

Candice Stuckey

Fax Number

Email Address

[Jandcstuckey@gmail.com](mailto:Jandcstuckey@gmail.com)

Preferred Contact Method

email



All

#1361

Category: Planning & Zoning  
Priority: 3  
Assigned To: Stewart Brian  
Submitted: 1/4/2023 8:19 PM  
Source: Website 172.71.82.142

#### SUBMITTER

**Elijah Stuart**  
7609 Fern Lane  
Lula, GA 30554

[View Request](#)

#### CONTACT

[eli\\_stuart@yahoo.com](mailto:eli_stuart@yahoo.com)  
4045699629

6047-6069 Lula Road  
Lula, GA 30554

#### REQUEST DETAILS

##### Description

Hello my name is Elijah Stuart and I would like to complain about the planning/zoning notice on Cagle Road. The warehouse and stores that they are proposing will cause terrible traffics to an area that already has bad traffic. Lula is not looking to become the next New Holland with tons of stores and apartments and this is first stepping stone to do exactly that.

##### Your Information

Name  
Elijah Stuart  
Fax Number  
Email Address  
[eli\\_stuart@yahoo.com](mailto:eli_stuart@yahoo.com)  
Preferred Contact Method  
email



All

#1364

Category: Planning & Zoning  
Priority: 3  
Assigned To: Stewart Brian  
Submitted: 1/7/2023 1:04 PM  
Source: Website 172.70.135.143

SUBMITTER

**Madison Cloud**  
5298 Old Mill Road  
Lula, GA 30554

[View Request](#)

CONTACT

[Madison\\_brown07@yahoo.com](mailto:Madison_brown07@yahoo.com)  
7705390630

5051 Cagle Road  
Lula, Georgia 30554

REQUEST DETAILS

Description

After reading about the request to rezone on Cagle Road, I am extremely concerned about the affects this rezoning and development could cause for our community. The increase in traffic to an already congested area could and will prove to be fatal to an area of this size. We do not need any more traffic or developments in an already small, compact town. Please stop this rezoning and development. As our commissioners, we are counting on you.

Your Information

Name

Madison Cloud

Fax Number

Email Address

[Madison\\_brown07@yahoo.com](mailto:Madison_brown07@yahoo.com)

Preferred Contact Method

email



## Jennifer Rivera (Administration)

---

**From:** Jennifer Rivera (Administration)  
**Sent:** Friday, February 3, 2023 11:09 AM  
**To:** 'maryleigh99@hotmail.com'  
**Subject:** FW: New request received

Mary:

Your online comment was received and will be made part of our record regarding the following application:

**6047, 6051, 6057, & 6069 Lula Road, 4927 & 5051 Cagle Road | Rezone** | from Agricultural- Residential-IV (AR-IV) & Suburban-Shopping (S-S) to Planned Industrial Development (PID) on a 91.51± acre tract located on the west side of Lula Road at its intersection with Cagle Road | Zoned S-S & AR-IV; Tax Parcel 09084 000004 -000006, 000006A, 000017, 000020 | **Proposed use: commercial & industrial mixed uses** | Commission District 3 | **Solidum Holdings, LLC, applicant.**

Jennifer Rivera  
Board of Commission Clerk  
Hall County Government  
Tel: 770-297-2684  
[jrivera@hallcounty.org](mailto:jrivera@hallcounty.org)  
[www.hallcounty.org](http://www.hallcounty.org)



---

**From:** Brian Stewart (Administration) <bstewart@hallcounty.org>  
**Sent:** Friday, February 3, 2023 10:12 AM  
**To:** Jennifer Rivera (Administration) <jrivera@hallcounty.org>; Abril Olivas (Administration) <aolivas@hallcounty.org>; Anael Dominguez (Planning) <adominguez@hallcounty.org>  
**Subject:** Fwd: New request received

Good morning,

Not sure to what zoning item this applies, so I'm sending it to the three of y'all. See below.

Thanks,

Brian Stewart  
Digital Media Specialist  
Hall County Government  
(470) 623-0204

---

**From:** Hall County Government <[do\\_not\\_reply@civicplus.com](mailto:do_not_reply@civicplus.com)>  
**Sent:** Friday, February 3, 2023 8:01 AM  
**To:** [bstewart@hallcounty.org](mailto:bstewart@hallcounty.org) <[bstewart@hallcounty.org](mailto:bstewart@hallcounty.org)>  
**Subject:** New request received



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.

## Category Planning & Zoning has received a new request.

*Here is what we have on file:*

**All**

**#1380**

Category: Planning & Zoning  
Priority: 3  
Assigned To: Stewart Brian  
Submitted: 2/3/2023 8:01 AM  
Source: Website 172.71.26.117

### SUBMITTER

**Mary McMichael**  
5429 Whitehall Rdf  
Lula, GA 30554

[View Request](#)

### CONTACT

[maryleigh99@hotmail.com](mailto:maryleigh99@hotmail.com)

5051 Cagle Dr  
Lula, GA 30554

### REQUEST DETAILS

#### Description

I do not want to see any business developments at this location.

#### Your Information

Name

Mary McMichael

Fax Number

Email Address

[maryleigh99@hotmail.com](mailto:maryleigh99@hotmail.com)

Preferred Contact Method

email



Board of Commissioners Voting Meeting Comments - February 9, 2023 - Submission #69016

Date Submitted: 2/8/2023

Comments completed in the form below will be submitted into the record for the February 9, 2023 Voting Meeting of the Hall County Board of Commissioners.

First Name\*

Brett

Last Name\*

Maddox

Address1\*

4969 CAGLE RD

Address2

City\*

Lula

State\*

GA

Zip\*

30554

Item for Comment\*

6047, 6051, 6057, & 6069 Lula Road, 4927 & 5051 Cagle Road | Rezone

Select from the list below which item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments\*

There are multiple inconsistencies and errors on the application, including the zoning analysis, square footage of planned buildings and campaign contributions.  
  
The effects on the community and failed traffic study need to be discussed.

Please write your comments in the box above.

File Upload

Choose File

No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Follow-up Communication

bmad41@gmail.com

Would you like a Hall County staff member to follow up with you? If so, please leave your email address or phone number in the box above. Otherwise, leave this box blank.



Dec 15, 2022 at 3:29:53 PM  
6009-6063 Lula Rd  
Lula GA 30554  
United States

<b>ZONING NOTICE</b>	
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY	
APPLICANT:	SOLIDUM HOLDINGS, LLC
REQUEST:	REZONE FROM AR-IV & SS TO PID FOR COMMERCIAL & INDUSTRIAL MIXED USES
PLANNING COMMISSION PUBLIC HEARINGS WILL BE HELD ON:	
Date:	JAN. 3, 2023
Time:	5:15 PM
AND	
Date:	FEB. 9, 2023
Time:	6:00 PM
HALL COUNTY GOVERNMENT CENTER, 275 BROWN BRIDGE ROAD, GAINESVILLE, GA	
FOR MORE INFORMATION CALL: (770) 531-6809	

Dec 15, 2022 at 3:23:01 PM  
4366 Cornelia Hwy  
Lula GA 30554  
United States

<b>ZONING NOTICE</b>	
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY	
APPLICANT:	SOLIDUM HOLDINGS, LLC
REQUEST:	REZONE FROM AR-IV & SS TO PID FOR COMMERCIAL & INDUSTRIAL MIXED USES
PLANNING COMMISSION PUBLIC HEARINGS WILL BE HELD ON:	
Date:	JAN. 3, 2023
Time:	5:15 PM
AND	
Date:	FEB. 9, 2023
Time:	6:00 PM
HALL COUNTY GOVERNMENT CENTER, 275 BROWN BRIDGE ROAD, GAINESVILLE, GA	
FOR MORE INFORMATION CALL: (770) 531-6809	

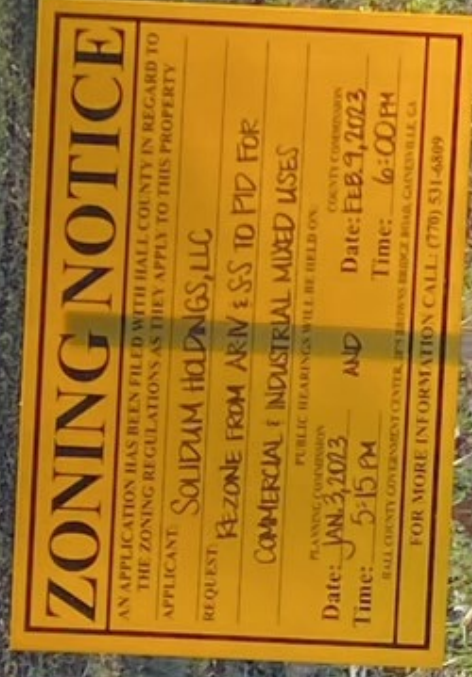




Dec 15, 2022 at 3:32:35 PM  
6051 Lula Rd  
Lula GA 30554  
United States



Dec 15, 2022 at 3:40:19 PM  
5801-5921 Lula Rd  
Lula GA 30554  
United States





Dec 15, 2022 at 3:48:19 PM  
5051 Cagle Rd  
Lula GA 30554  
United States

<b>ZONING NOTICE</b>	
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY	
APPLICANT:	SOLIDUM HOLDINGS, LLC
REQUEST:	REZONE FROM AR-IV & SS TO PID FOR COMMERCIAL & INDUSTRIAL MIXED USES
PUBLIC HEARINGS WILL BE HELD ON:	
PLANNING COMMISSION	COUNTY COMMISSION
Date: JAN. 3, 2023	Date: FEB. 9, 2023
Time: 5:15 PM	Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2475 BROWN BRIDGE ROAD, GAINESVILLE, GA	
FOR MORE INFORMATION CALL: (770) 531-6809	

Dec 15, 2022 at 3:44:56 PM  
5801-5921 Lula Rd  
Lula GA 30554  
United States

<b>ZONING NOTICE</b>	
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY	
APPLICANT:	SOLIDUM HOLDINGS, LLC
REQUEST:	REZONE FROM AR-IV & SS TO PID FOR COMMERCIAL & INDUSTRIAL MIXED USES
PUBLIC HEARINGS WILL BE HELD ON:	
PLANNING COMMISSION	COUNTY COMMISSION
Date: JAN. 3, 2023	Date: FEB. 9, 2023
Time: 5:15 PM	Time: 6:00 PM
HALL COUNTY GOVERNMENT CENTER, 2475 BROWN BRIDGE ROAD, GAINESVILLE, GA	
FOR MORE INFORMATION CALL: (770) 531-6809	



Dec 15, 2022 at 3:58:54 PM  
4861-4973 Cagle Rd  
Lula GA 30554  
United States

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY  
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **SOLIDUM HOLDINGS, LLC**

REQUEST: **REZONE FROM AR-M & SS TO PID FOR  
COMMERCIAL & INDUSTRIAL MIXED USES**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: **JAN. 3, 2023** AND Date: **JAN. 3, 2023**

Time: **5:15 PM** Time: **5:15 PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Dec 15, 2022 at 3:51:57 PM  
4975-5093 Cagle Rd  
Lula GA 30554  
United States

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY  
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **SOLIDUM HOLDINGS, LLC**

REQUEST: **REZONE FROM AR-M & SS TO PID FOR  
COMMERCIAL & INDUSTRIAL MIXED USES**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: **JAN. 3, 2023** AND Date: **FEB. 9, 2023**

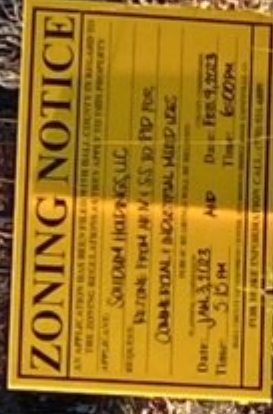
Time: **5:15 PM** Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



Dec 15, 2022 at 3:59:14 PM  
4861-4973 Cagle Rd  
Lula GA 30554  
United States





Mar 4, 2023 at 11:30:10 AM  
4366 Cornelia Hwy  
Lula, GA 30554  
United States

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH THE CITY OF LULA REGARDING THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.

APPLICANT:

SOLIDUM HOLDINGS, LLC

REQUEST:

REZONE FROM AGRICULTURE TO FID FOR  
COMMERCIAL & INDUSTRIAL MIXED USE

PLANNING DEPARTMENT

PERMIT DEPARTMENTS WILL BE HELD IN

Date:

---

Date: MAR 23, 2023

Time:

---

Time: 6:00 PM

FOR MORE INFORMATION CALL: (770) 431-4800



Mar 4, 2023 at 11:20:58 AM

4909 Cagle Rd

Lula, GA 30554

United States

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO  
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: SOLIDAM HOLDINGS, LLC

REQUEST: RE-ZONE FROM AR IV & SS TO PD FOR  
COMMERCIAL & INDUSTRIAL MIXED USES

COUNTY COMMISSION  
PUBLIC HEARINGS WILL BE HELD ON:

Date: MAR 23, 2023

Time: 6:00 PM

PLANNING COMMISSION

Date:       

Time:       

HALL COUNTY GOVERNMENT CENTER, 2070 BROADWAY BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



Mar 4, 2023 at 11:17:11 AM  
4975-5093 Cagle Rd  
Lula, GA 30554  
United States

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO  
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: SOLIDUM HOLDINGS, LLC

REQUEST:

REZONE FROM AR IV & S-S TO PID FOR  
COMMERCIAL & INDUSTRIAL MIXED USES

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date:       

Time:       

COUNTY COMMISSION

Date: MAR. 23, 2023

Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 207 BROWN BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



Mar 4, 2023 at 11:04:14 AM  
5801-5921 Lula Rd  
Lula GA 30554  
United States

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO  
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT:

SOLIDUM HOLDINGS, LLC

REQUEST:

REZONE FROM AR-IV & S-S TO PID FOR  
COMMERCIAL & INDUSTRIAL MIXED USES

PUBLIC HEARINGS WILL BE HELD ON:  
PLANNING COMMISSION

Date: \_\_\_\_\_

Time: \_\_\_\_\_

COUNTY COMMISSION

Date: MAR. 23, 2023

Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 275 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



Mar 4, 2023 at 10:59:51 AM

6051 Lula Rd

Lula, GA 30554

United States

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO  
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT:

SOLIDUM HOLDINGS, LLC

REQUEST:

REZONE FROM AR-IV & S-S TO PD FOR  
COMMERCIAL & INDUSTRIAL MIXED USES

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

COUNTY COMMISSION

Date: \_\_\_\_\_

Date: MAR. 23, 2023

Time: \_\_\_\_\_

Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 275 BROWN BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



Mar 4, 2023 at 10:56:04 AM  
6051 Lula Rd  
Lula GA 30554  
United States

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO  
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: SOLIDUM HOLDINGS, LLC

REQUEST:

REZONE FROM ARV & SS TO PID FOR

COMMERCIAL & INDUSTRIAL MIXED USES

PUBLIC HEARINGS WILL BE HELD ON:  
PLANNING COMMISSION

Date:       

Time:       

COUNTY COMMISSION

Date: MAR. 23, 2023

Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 375 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



Mar 4, 2023 at 10:51:51 AM  
6009-6063 Lula Rd  
Lula GA 30554  
United States

TRD 4x4

## ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: SOLIDUM HOLDINGS, LLC

REQUEST: REZONE FROM ARI1 & S-S TO PD FOR

COMMERCIAL & INDUSTRIAL MIXED USES

HALL COUNTY COMMISSIONERS  
PUBLIC HEARINGS WILL BE HELD ON

Date:            PLANNING COMMISSION Date: MAR 23, 2023

Time:            Time: 6:00 PM

HALL COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT, 1000 JEFFERSON AVENUE, LAWRENCEVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



Mar 4, 2023 at 11:09:26 AM  
5801-5921 Lula Rd  
Lula GA 30554  
United States

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO  
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT:

SOLIDUM HOLDINGS, LLC

REQUEST:

REZONE FROM ARIV & S-S TO PID FOR

COMMERCIAL & INDUSTRIAL MIXED USES

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date:

—

COUNTY COMMISSION

Date: MAR 23, 2023

Time:

—

Time: 6:00 PM

HALL COUNTY GOVERNMENT CENTER, 2075 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



Mar 4, 2023 at 11:14:04 AM  
4975-5093 Cagle Rd  
Lula GA 30554  
United States

# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO  
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: **SOLIDUM HOLDINGS, LLC**

REQUEST:

**REZONE FROM AR IV & S.S. TO PID FOR**

**COMMERCIAL & INDUSTRIAL MIXED USES**

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

COUNTY COMMISSION

Date: **MAR. 23, 2023**

Time: **6:00 PM**

HALL COUNTY GOVERNMENT CENTER, 2075 BROWN BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809





## AGENDA ITEM

### Planning and Development

---

**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 132/2023

**SUBJECT:** **8730 Forrester Road | Variance** | to sections 17.240.010 and 16.50.040 of the Hall County regulations to allow subdivision from an existing common drive on a 9.5± acre tract located on the east side of Forrester Road at approximately 297 feet from its intersection with Forrester Road | Zoned AR-IV; Tax Parcel 12128 000009 | **Proposed use: subdivide property** | Commission District 3 | **Hall County Planning, applicant.**

---

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** RD

**Recommendation:**  
Approval.

#### Purpose of Request:

**8730 Forrester Road | Variance** | to sections 17.240.010 and 16.50.040 of the Hall County regulations to allow subdivision from an existing common drive on a 9.5± acre tract located on the east side of Forrester Road at approximately 297 feet from its intersection with Forrester Road | Zoned AR-IV; Tax Parcel 12128 000009 | **Proposed use: subdivide property** | Commission District 3 | **Hall County Planning, applicant.**

#### History:

#### 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>	



**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	CR	JR	

---

**Attachments:**

Board Memo  
Staff Report  
Application  
Maps  
Notice Sign Photos





POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
**Srikanth Yamala**

PLANNING AND DEVELOPMENT  
DIRECTOR  
**Randi Doveton**

# Hall County Government

## COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

**To:** Richard Higgins, Chairman  
Kathy Cooper, District 1 Commissioner  
Billy Powell, District 2 Commissioner  
Gregg Poole, District 3 Commissioner  
Jeff Stowe, District 4 Commissioner

**From:** Randi Doveton, Planning and Development Director

**Date:** March 6, 2023

**Subject:** **8730 Forrester Road | Variance** | to sections 170.240.010 and 16.50.040 of the Hall County regulations to allow | Zoned AR-IV | Proposed use: subdivide property into two tracts| Hall County Planning, applicant.

The request before you is to consider a variance in [Section 16.50.040](#) to allow an existing +/- 9.5-acre lot of record to be divided into two tracts. One tract will contain an existing home and accessory structures and will consist of +/-3.93 acres; the other will contain a commercial kennel and will consist of +/- 5.57 acres. As a lot of record, the property is accessed via a non-exclusive perpetual 50FT easement. The Board approved a commercial kennel (ZON2007-00113) on August 23, 2007; a variance to the rear setback for the kennel (ZON2007-00153) on November 5, 2007. The property is located in Commission District 3.

### **Proposed Conditions if approved:**

1. The Board of Commissioners action letter shall be placed on the plat.
2. No further subdivision of the two newly created parcels shall be allowed.
3. No expansion of the commercial kennel or its services shall be allowed.
4. No dwelling shall be added to the tract containing the commercial kennel.
5. The following note shall be placed on the plat of record:  
"Purchaser understands that to the extent that the property is accessed through the non-exclusive perpetual easement is not maintained by Hall County, does not meet Hall County's common driveway standards, and may not be accessible to emergency vehicles."
6. The two parcels shall be conveyed to one owner or entity.
7. Standard Hall County Platting procedures shall be followed.



**HALL COUNTY BOARD OF COMMISSIONERS  
STAFF REPORT**

**Applicant** ..... Hall County Planning

**Request** ..... Variance to plat two (2) tracts without frontage on  
a public right-of-way ( [Table 17.240.010](#) and  
[Section 16.50.040](#))

**Proposed Use** ..... Platting parcel into two (2) tracts

**Size** ..... 9.5 acres

**Zoning** ..... AR-IV

**Location** ..... **8730 Forrester Rd** | Tax Parcel 12128 000009

**Commission District** ..... Three

**Board of Commissioner's Date** ..... March 23, 2023

**Staff Recommendation** ..... Denial; lots of record cannot be altered without  
meeting the current standards.

**Recommended Conditions, if approved:**

1. The Board of Commissioner's action letter shall be placed on the plat.
2. No further subdivision of the two newly created parcels shall be allowed.
3. No expansion of the commercial kennel or its services shall be allowed.
4. No dwelling may be added to the tract containing the commercial kennel.
5. The following note shall be placed on the plat of record:  
"Purchaser understands that to the extent that the property is accessed through the current  
common access driveway, and non-exclusive perpetual easement, the current common  
access driveway is not maintained by Hall County, does not meet Hall County's common  
driveway standards, and may not be accessible to emergency vehicles."
6. The two parcels shall be conveyed to one owner or entity.
7. Standard Hall County Platting procedures shall be followed.

---

**Summary Analysis**

The current owners wish to subdivide an existing +/- 9.5-acre lot of record into two (2) tracts. One tract will contain an existing home and accessory structures and will consist of +/-3.93 acres; the other will contain a commercial kennel authorized by ZON2007-00113, and will consist of +/- 5.57 acres. The property was



transferred by a deed (DB 3547/198-199) in 1999 and accessed via a non-exclusive perpetual 50FT easement, also included in the deed. The 50FT easement is the flag pole to 8720 Forrester Road and serves four (4) tax parcels, including 8730 Forrester Road. Although no plat has been found in the Superior Court Clerk's online records the ZON2007-00113 includes a copy of recorded plat and the historical zoning maps indicate that the property was a lot of record since 1965. The Planning Commission and Board of Commissioners approved the construction of a commercial kennel (ZON2007-00113) on August 23, 2007; a variance in the rear setback for the kennel (ZON2007-00153) on November 5, 2007, a house (RES1999-00155), a barn (MIS2007-00443), a swimming pool (MIS2020-00072), and kitchen remodel in 2019.

The adjacent properties to the east, west, and south are also zoned AR-IV and are either vacant or contain single-family dwellings. The property to the north has a zoning designation of Planned Commercial Farm Development (PCFD).

[Section 17.240.130.A](#) states that no principal building shall be placed or erected on a parcel not abutting a street or a public way not maintained by the county and the easement does not meet the definition of [Public Way](#), as listed in 17.20.850; however, the parent parcel is a legal lot of record. The minimum lot frontage in an AR-IV district is 50FT; [17.20.480](#) defines "frontage" as the dimension of a lot along a street line.

[Section 16.50.040](#) requires access for every subdivision lot to have access over a public road or common access drive meeting the common access drive standards. The existing easement exceeds the width requirement of [common access drive](#) but the existing drive does not meet the current standard.

A **variances** related to access will be required if the subdivision, as presented, is approved because the proposal does not meet the above listed requirements.

- All lots are to access a public road or a common access drive ([16.50.040](#)).

Should the Board of Commissioners grant this variance request, the applicant must follow the standard Hall County platting procedures.

### **Zoning Analysis**

The Commission is hereby authorized to grant variances from the strict application of this Resolution upon proof by a preponderance of the evidence that:

- By reason of exceptional narrowness, shallowness, shape, topographical conditions, or other extraordinary situations or conditions peculiar to a specific parcel of property, the strict application of these regulations would result in peculiar or unusual, practical, difficulties to or exceptional or undue hardship upon the owner of such property; **The existing parcel has existed since at least 1965 without frontage on a public right-of-way and the current owners purchased it in 1999. The parcel and three others use a 50FT non-exclusive perpetual easement for access. The owners were granted permits for the existing residence and residential ancillary buildings, and granted a land-use with a variance in required setback for a commercial kennel. During those reviews, [16.50.040](#) was not mentioned since the lot was a legal lot of record. The current request seeks approval to allow the property to be subdivided into two (2) tracts. The proposed parcels exceed the minimum lot area for the district but cannot meet the requirement of [16.50.040](#) since the parent parcel does not have road frontage.**



- (b) Such variance is the minimum reasonably necessary to overcome the aforesaid exceptional conditions; **The owner has approximately 800 LF along the perpetual easement but no frontage onto Forrester Road. Lots of record cannot be altered without meeting the current standards. As such, it is up to the property owner to explore options of obtaining the required road frontage.**
- (c) Such variance can be granted without substantial impairment to the intent, purpose, and integrity of this Resolution and/or the comprehensive plan or other master plan adopted for the property; and **The parcel has existed without frontage on a public right-of-way since at least 1965, as shown on the historical zoning map. The perpetual easement is referenced in the 1999 deed. Permits were issued for the home in 1999 and the kennel in 2007. The proposal will not increase the intensity of the use nor the traffic. Both parcels will continue to be served by the perpetual easement and the concrete drive that currently serve the property.**
- (d) Such variance will not be detrimental to the use and enjoyment of adjoining or neighboring properties. These provisions, however, shall not permit the Commission to grant any variance to any setback or yard requirements for property zoned for commercial or industrial purposes when such property abuts or immediately adjoins any property zoned for residential purposes unless such residential property is proposed for commercial or industrial use on the comprehensive land development plan. **The proposal should not have a detrimental impact to the adjacent properties since the use will not change.**



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



## VARIANCE APPLICATION

### Applicant (Name and Mailing Address)

Hall County Planning Staff  
2875 Browns Bridge Rd 3rd Floor  
Gainesville, GA 30504  
Phone 770-531-6809  
Email Address planning@hallcounty.org  
Location of Property 8730 Forrester Rd  
Present Zoning AR-IV Existing Structures House and Commercial Kennels (ZON2007-00153, ZON2007-00113)

### Property Owner (Name and Mailing Address)

Steven and Holly Crumley  
8730 Forrester Rd  
Lula, GA 30554  
Phone 678.316.4519  
Email Address hollycrumley@cavaliersbycrumley.com

### Type of Appeal:

☐ Setback Variance  
☒ Road Frontage Variance  
☐ Sign Variance  
☐ Hardship Mobile Home

☐ Front Yard  
☐ Right Side Yard  
☐ Left Side Yard  
☐ Rear Yard  
☒ Road Frontage  
☐ Sign Area  
☐ Sign Height  
☐ Doctor's Letter

From \_\_\_ ft. to \_\_\_ ft.  
From \_\_\_ ft. to \_\_\_ ft.  
From \_\_\_ ft. to \_\_\_ ft.  
From \_\_\_ ft. to \_\_\_ ft.  
From 50 ft. to 0 ft.  
From \_\_\_ ft. to \_\_\_ ft.  
From \_\_\_ ft. to \_\_\_ ft.  
\_\_\_ Terms Agreement

Supporting Documents: ☒ Plat of Property ☐ Site Plan  
☒ Deed of Property ☐ Floor Plans  
☐ Hardship Statement ☒ Other

Fee (Must be paid for application to be complete): \$ fee waived

### Hardship Mobile Home:

I understand that, if granted, the mobile home must be removed from the property when my hardship ceases to exist.

(Signature)

I hereby certify that the above information is true & correct to the best of my knowledge.

Sign Steven and Holly Crumley Date 2/24/23

I hereby withdraw this application.

Sign \_\_\_\_\_ Date ~~2/24/23~~

### Staff Use Only

Application Date: 2-17-2023 Taken by: JRD  
Tentative Planning Commission Date: N/A ~~If Appealed~~ County Commission Date: 3-23-2023  
County Commission District: Three (3)



**AUTHORIZATION OF PROPERTY OWNERS**

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) Steven and Holly Crumley

Address 8730 Forrester Rd

Lula, GA 30554

Phone Number 678.316.4519

Name of applicant(s) Hall County Planning Staff

Address 2875 Browns Bridge Rd 3rd floor

Gainesville, GA 30504

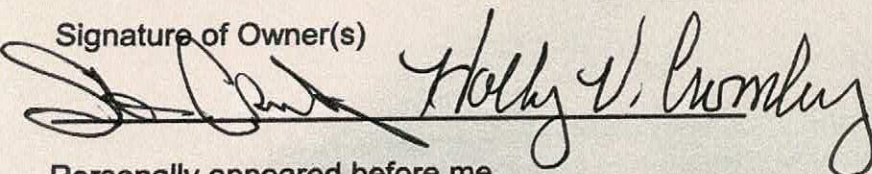
Phone Number 770-531-6809

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**I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.**

**I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.**

Signature of Owner(s)



Personally appeared before me

---

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

Cindy L. West  
Notary Public

2 | 24 | 23  
Date

**Cindy L West  
NOTARY PUBLIC  
Hall County, GEORGIA  
My Commission Expires 07/09/2026**



**STATEMENT OF HARDSHIP**

The Hall County Planning Commission has the authority, in specific cases, to grant variances from the terms of the Zoning Regulations when the variance will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the Zoning Regulations will, in specific cases, result in unnecessary hardship and so that the resolution shall be observed, public safety and welfare secured, and substantial justice done. The authority to grant such variances shall be limited to those instances where a hardship is clearly established as required by the Zoning Regulations.

In all cases involving requests for residential variances from the terms of the Zoning Regulations, a plat or survey of the property prepared by a registered surveyor, architect, or engineer shall be required. In all cases involving variances for commercial or industrial uses of land, a site plan of the property prepared by a registered surveyor, architect, or engineer shall be required. Variances may be granted only upon a finding by the board that:

**Describe how each situation listed below relates to your application:**

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship).

The current house, residential accessory buildings, and commercial kennel is located on a 9.49-acre parcel with no frontage on a public right-of-way.

The property is accessed via permanent perpetual non-exclusive 50FT easement. The easement is the flag pole portion of tax parcel 12128.000005, also known as 8720 Forrester Rd. The property was created by deed in the early 1990's and has continued to be transferred by deed.

2. The application of the requirements of this resolution to this particular property would create an unusual hardship.

The parcel currently exists as a non-conforming parcel which was created by a deed in the early 1990s. Permits to construct a house, accessory buildings, and a commercial kennel were obtained between 1999 and 2020. We have a buyer for both the house and commercial

kennels but the purchaser must obtain loans from 2 different sources; therefore, the property must be subdivided.

3. Such conditions are peculiar to the particular piece of property involved and not common to other properties in the neighborhood. That is, the application of the regulation would deprive the applicant of the rights commonly enjoyed by others in the neighborhood.

All lots served by the flag pole prescriptive easement have the same access issue. This property is being sold to 1 owner but must be separated

to meet the lending criteria of the bank and SBA. The property will continue to under one ownership.

4. Such conditions are not the result of any actions of the property owner.

5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this resolution provided; however, that no variance may be granted for a use of land or building or structure that is prohibited by this resolution. For example, granting the variance would not confer any special privilege that is denied by this regulation to other property in the same zoning district.

Granting a variance will not create an issue related to safety and access since nothing is changing except that an existing parcel with an existing

residential use and commercial use is being sold to one buyer with separate lien holders.

***I hereby certify that the above information and all attached information is true and correct.***

Applicant

Date

2/24/23



## 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: *Steven Crumley Holly Crumley* Date: *2/24/23*

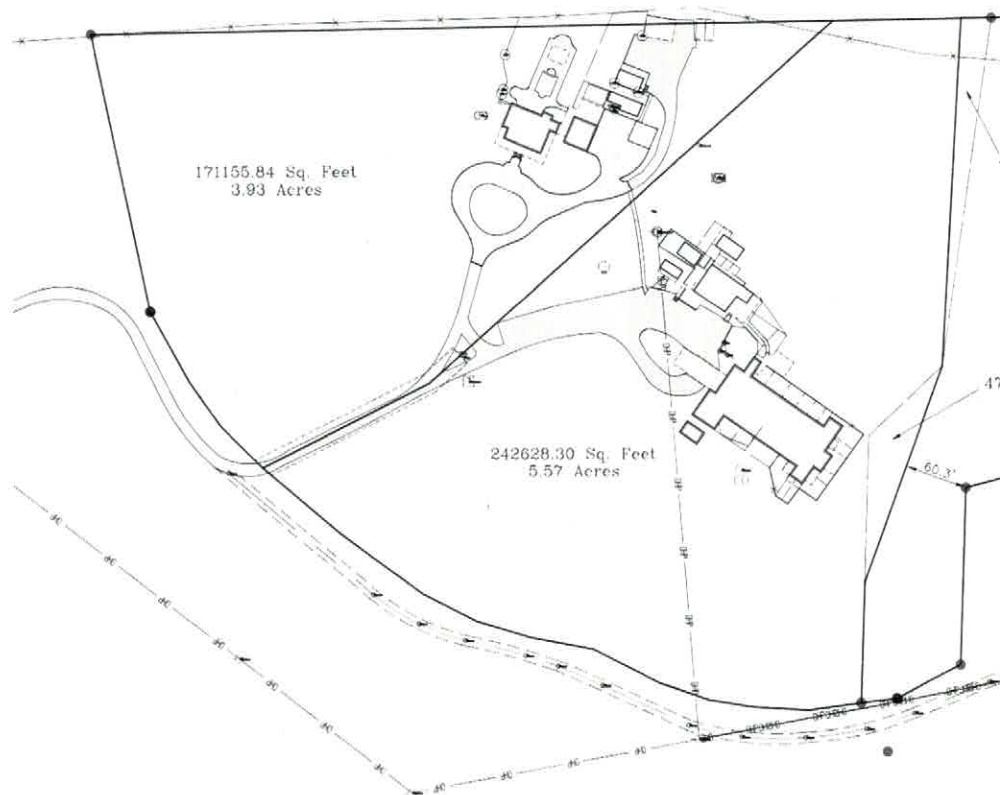
Applicant's/Owner's Name (Printed): *Steven Crumley Holly Crumley*



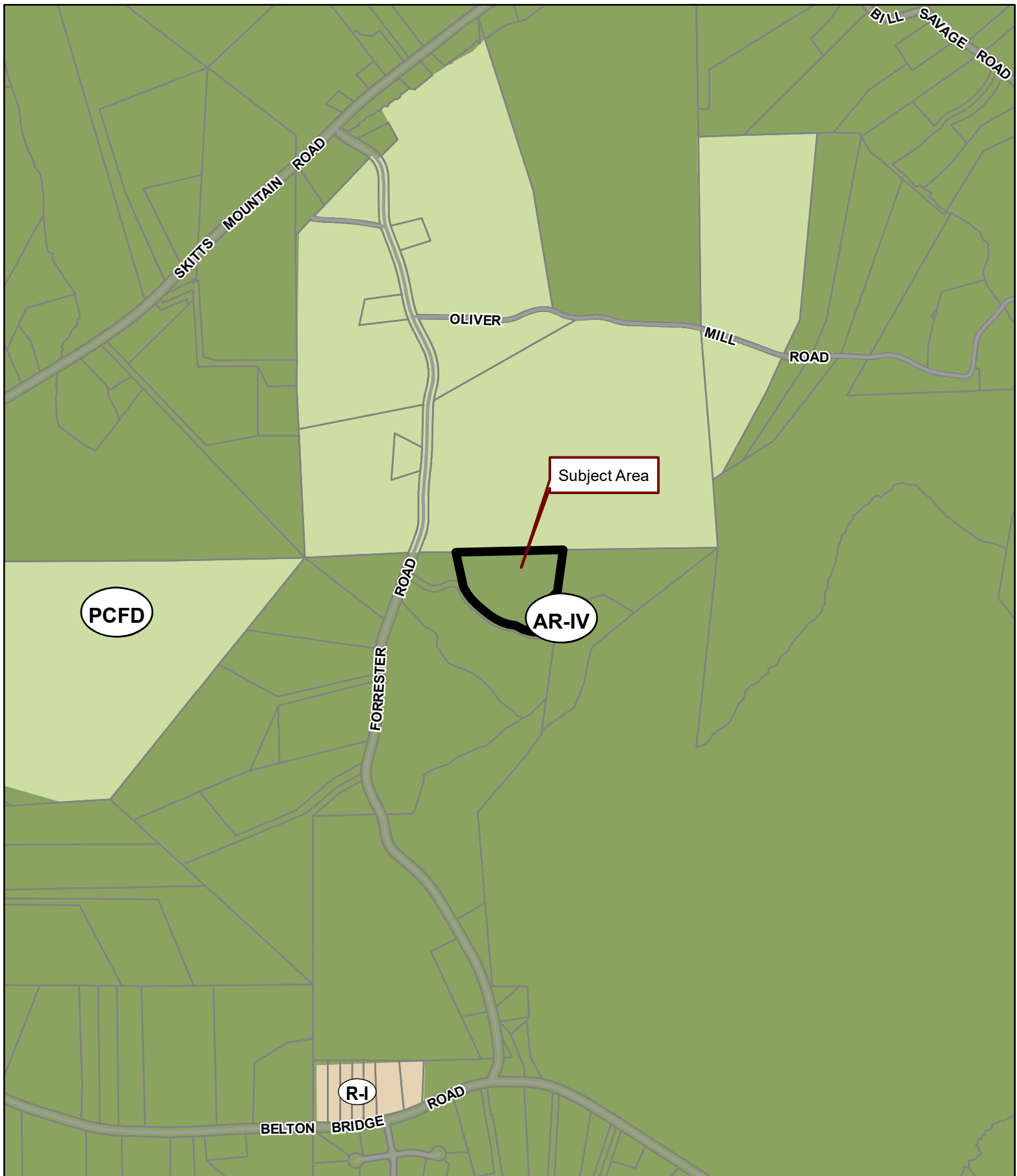


**PRELIMINARY COPY FOR REVIEW 02-16-2023**

**THIS IS NOT A SURVEY**







**Applicant:** HALL COUNTY PLANNING STAFF

**Tax Parcel #:** 12128 000009

**Location:** 8730 FORRESTER ROAD, LULA, GA 30554

**Commission District 3**

**PC Mtg. Date:** 03/23/2023

0 300 600 1,200  
Feet

- Zoning Boundary
- ▨ City Limits
- Subject Area
- Structure







**Applicant:** HALL COUNTY PLANNING STAFF

**Tax Parcel #:** 12128 000009

**Location:** 8730 FORRESTER ROAD, LULA, GA 30554

**Commission District 3**

**PC Mtg. Date:** 03/23/2023

0 50 100 200  
Feet

- Zoning Boundary
- City Limits
- ▨ Subject Area
- Structure







**Applicant:** HALL COUNTY PLANNING STAFF

**Tax Parcel #:** 12128 000009

**Location:** 8730 FORRESTER ROAD, LULA, GA 30554

**Commission District 3**

**PC Mtg. Date:** 03/23/2023

0 50 100 200  
Feet

— Zoning Boundary

City Limits

Subject Area





**ZONING NOTICE**

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: *Hall County Planning*

REQUEST: *Variance Allow a subdivision from an existing common driveway to not have road access*

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: <i>N/A</i>	Date: <i>3/23/23</i>
Time: <i>N/A</i>	Time: <i>6:00</i>

HALL COUNTY GOVERNMENT CENTER, 2875 BROWN'S BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

**BED & BISCUIT INN**

Dog Boarding

Where Our Guest Suffer From Too Much Comfort!

8730 Forrester Road

Cavalliers by Crumley

Ruff on Birds

Mar 3, 2023 11:55:35  
1553 New Bridge Road  
Cleveland  
White County  
Georgia





## AGENDA ITEM

### Planning and Development

---

**REPORT TO:** **Work Session (03/20/23)**

**REPORT TO:** **Voting Meeting (03/23/23)**

**ITEM NO:** 126/2023

**SUBJECT:** **4425 & 4465 Peckerwood Road | Rezone** | from Residential-I-Low-Density (R-I-L) & Agricultural-Residential-IV (AR-IV) to Agricultural-Residential-IV (AR-IV) on a 127.81± acre tract located on the east side of Peckerwood Road at approximately 2,414 feet from its intersection with Gillsville Highway | Zoned R-I-L & AR-IV; Tax Parcel 15003 000009 & 000108 | **Proposed use: Single Family Dwelling with Caretaker Residences** | Commission District 3 | **Walter R. Hope/Total Construction, applicants.**

---

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** RD  
**Recommendation:**



Approval, with conditions:

1. The property shall be developed in accordance with the standards of the Agricultural Residential IV (ARIV, [17.120](#)) zoning district and the requirements of [17.350.120](#), caretaker or employee residences. Unless further subdivided, the property shall be limited to one primary, site-built, single-family residence and permitted accessory uses, as found in [17.120.010](#), permitted uses. Prior to the development of any caretaker or employee residences, the applicant shall submit a request for conditional use approval from the Planning Commission and demonstrate compliance with [17.350.120](#).
2. The use of the property is for private use only. Up to 4 adult horses may be boarded on the property by right. If at any point there are more than 4 adult horses kept for the purpose of training, boarding, sales or breeding or where instruction pertaining to the same is given for a fee the property shall seek conditional use approval from the Board of Commissioners to operate as an equestrian center, as required by [17.120.040](#). This condition shall not prohibit the applicant from having four or more horses for private use.
3. The applicant shall record an updated deed to reflect the combination of the properties with the correct plat reference (PB 882, Page 414) prior to a building permit being issued for a residential dwelling(s).
4. The applicant shall provide documents to the Planning Department that the Conservation Easement from the Hall County Tax Assessors (DB 9108, Pages 354-355 and DB 9108, Pages 356-357) is reconciled prior to a building permit being issued for a residential dwelling(s).
5. 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.”

**Purpose of Request:**

**4425 & 4465 Peckerwood Road | Rezone** | from Residential-I-Low-Density (R-I-L) & Agricultural-Residential-IV (AR-IV) to Agricultural-Residential-IV (AR-IV) on a 127.81± acre tract located on the east side of Peckerwood Road at approximately 2,414 feet from its intersection with Gillsville Highway | Zoned R-I-L & AR-IV; Tax Parcel 15003 000009 & 000108 | **Proposed use: Single Family Dwelling with Caretaker Residences** | Commission District 3 | **Walter R. Hope/Total Construction, applicants.**

**History:**

**Facts and Issues:**

**Options:**

**Funding Requested**

\$ 0.00

**Are funds within current budget?**

No

**Source of Funds**

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

No

**Has it been reviewed by the County Attorney?**

Yes

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

**Approvals:**

Submit	Approve	Budget	Finance
AD	RD	EW	WG
Attorney	Administration	Clerk	
WLI	CR	JR	

**Attachments:**



Board Memo  
Recommendation Report

Application  
Narrative  
Site Plan  
Maps  
Environmental Health Comments  
GDOT Comments  
Public Works Comments  
Fire Comments  
Tax Assessors Comments  
Notice Sign Photos





POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
**Srikanth Yamala**

PLANNING AND DEVELOPMENT  
DIRECTOR  
**Randi Doveton**

# Hall County Government

## COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

**To:** Richard Higgins, Chairman  
Kathy Cooper, District 1  
Billy Powell, District 2  
Gregg Poole, District 3  
Jeff Stowe, District 4

**From:** Randi Doveton, Director

**Date:** March 6, 2023

**Subject:** **4425 & 4465 Peckerwood Road | Rezone |** from Residential-I-Low-Density (R-I-L) & Agricultural-Residential-IV (AR-IV) to Agricultural-Residential-IV (AR-IV) on a 127.81± acre | **Proposed use: Single Family Dwelling with Caretaker Residences | Walter R. Hope/Total Construction, applicants.**

The request before you is the request of Walter R. Hope/Total Construction to rezone 127.81± acres. The purpose of the rezoning request is to have consistent zoning on the parcel instead having a split zoning. The intent is to construct a single family dwelling and barn on one portion and to seek a conditional use to allow caretaker residences on the portion currently zoned as R-I-L. The conditional use application will be heard by the Planning Commission at a later date. This item is located within Commission District 3.

At their February 20, 2023 meeting, the Hall County Planning Commission voted to recommend approval with five (5) conditions **(5-0)**.

There were **no written comments** submitted in advance of the Planning Commission meeting and **no one spoke during the public hearing**.

There have been no changes to the request since the Planning Commission took action.

### **Planning Commission Approval Conditions:**

1. The property shall be developed in accordance with the standards of the Agricultural Residential IV (ARIV, [17.120](#)) zoning district and the requirements of [17.350.120](#), caretaker or employee residences. Unless further subdivided, the property shall be limited to one primary, site-built, single-family residence and permitted accessory uses, as found in [17.120.010](#), permitted uses. Prior to the development of any caretaker or employee residences, the applicant shall submit a request for conditional



use approval from the Planning Commission and demonstrate compliance with [17.350.120](#).

2. The use of the property is for private use only. Up to 4 adult horses may be boarded on the property by right. If at any point there are more than 4 adult horses kept for the purpose of training, boarding, sales or breeding or where instruction pertaining to the same is given for a fee the property shall seek conditional use approval from the Board of Commissioners to operate as an equestrian center, as required by [17.120.040](#). This condition shall not prohibit the applicant from having four or more horses for private use.
3. The applicant shall record an updated deed to reflect the combination of the properties with the correct plat reference (PB 882, Page 414) prior to a building permit being issued for a residential dwelling(s).
4. The applicant shall provide documents to the Planning Department that the Conservation Easement from the Hall County Tax Assessors (DB 9108, Pages 354-355 and DB 9108, Pages 356-357) is reconciled prior to a building permit being issued for a residential dwelling(s).
5. 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.”



**HALL COUNTY PLANNING COMMISSION  
RECOMMENDATION REPORT**

**Applicant** ..... Walter R. Hope/Total Construction

**Request** ..... Rezone from Residential I Low Density  
(Conditional) (R-I-L, [17.70](#)) & Agricultural  
Residential IV (AR-IV, [17.120](#)) to Agricultural  
Residential IV (AR-IV, [17.120](#))

**Proposed Use** ..... Single Family Dwelling with Caretaker Residences

**Size** ..... 127.81± acres

**Zoning** ..... Current Residential I Low Density (Conditional) (R-I-L, [17.70](#)) & Agricultural Residential IV (AR-IV, [17.120](#)) | Proposed Agricultural Residential IV (ARIV, [17.120](#))

**Location** ..... **4425 & 4465 Peckerwood Road** | Tax Parcels  
15003 000009 & 000108

**Commission District** ..... Three

**Planning Commission Date** ..... February 20, 2023

**Staff Recommendation** ..... **Approval, as the proposed request is consistent with the rural future land use designation in the [Comprehensive Plan](#).**

**Planning Commission Recommendation**..... **Approval, with conditions**  
**Vote: 5-0**

**Planning Commission Conditions:**

1. The property shall be developed in accordance with the standards of the Agricultural Residential IV (ARIV, [17.120](#)) zoning district and the requirements of [17.350.120](#), caretaker or employee residences. Unless further subdivided, the property shall be limited to one primary, site-built, single-family residence and permitted accessory uses, as found in [17.120.010](#), permitted uses. Prior to the development of any caretaker or employee residences, the applicant shall submit a request for conditional use approval from the Planning Commission and demonstrate compliance with [17.350.120](#).
2. The use of the property is for private use only. Up to 4 adult horses may be boarded on the property by right. If at any point there are more than 4 adult horses kept for the purpose of training, boarding, sales or breeding or where instruction pertaining to the same is given for a fee the property shall seek conditional use approval from the Board of Commissioners to



operate as an equestrian center, as required by [17.120.040](#). This condition shall not prohibit the applicant from having four or more horses for private use.

3. The applicant shall record an updated deed to reflect the combination of the properties with the correct plat reference (PB 882, Page 414) prior to a building permit being issued for a residential dwelling(s).
4. The applicant shall provide documents to the Planning Department that the Conservation Easement from the Hall County Tax Assessors (DB 9108, Pages 354-355 and DB 9108, Pages 356-357) is reconciled prior to a building permit being issued for a residential dwelling(s).
5. 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.”

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**Public Forum:**

*There were no comments in support or opposition.*

**Summary Analysis**

The applicant is requesting to rezone the subject properties from Residential I Low Density (R-I-L, [17.70](#)) & Agricultural Residential IV (AR-IV, [17.120](#)) to Agricultural Residential IV (AR-IV, [17.120](#)) for the purpose of developing the property as a private equestrian farm. The applicant’s narrative describes the intent of developing a main house, stables, an equipment shed, shop and hay-shaving barn with three stalls, a riding ring, and paddocks and pastures for horses. All of the above mentioned improvements are permitted uses within the Agricultural Residential IV (AR-IV, [17.120](#)) district.

If the rezoning request is approved, the applicant intends to apply for conditional use approval to construct two (2) caretakers residences on the property, subject to the standards found in [17.350.120](#), caretaker or employee residences, as required by [17.120.030](#).

The applicant has requested no variances as part of this application, nor has staff identified any during the analysis of this request.

The property has a conservation easement attached to the property from the Hall County Tax Assessors recorded 4/20/2022 at DB 9108, Pages 354-355 and DB 9108, Pages 356-357.

A permit for an agricultural barn is pending on this property, as of 2-10-2023, with the following conditions from the Planning Department attached to the permit (HRNEW23-0238):

“As per application and site plan presented, approval is authorized for a stable with equipment shed and personal workshop. Future shed as shown on site plan is not authorized by this release. Primary residence



as shown on site plan shall require a separate permit. Workshop is for personal use and no commercial or business activity is authorized by this approval. Stables is authorized for 4 horses. Stabling 5 horses or boarding for other people shall constitute an equestrian center and require HCPC and BOC approval. Subject to requirements of Environmental Health, Building Inspections, and all other applicable local, state, and federal regulations.”

**Based on the future land-use plan, staff finds the requested zoning designation consistent with the future land use classification of Rural in the [Comprehensive Plan](#).**

### **Zoning Analysis**

The proposed use of having a single family residence with associated accessory structures is consistent with the permitted uses within the Agricultural Residential IV (AR-IV, [17.120](#)) zoning district. The applicant intends to use the property as a private equestrian center. If the rezoning request is approved then the applicant intends to submit a conditional use request for two (2) caretaker residences.

When considering a zoning amendment to the zoning maps, the following items must be considered:

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **Yes, the proposed use is suitable in view of the use and development of adjacent and nearby property. The subject property is located in the eastern portion of the county, where larger parcels and agricultural uses are common.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The zoning proposal should not adversely affect the existing use or usability of adjacent or nearby properties. The proposed use of a private equestrian farm is consistent with the surrounding development pattern.**
3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The subject property is zoned both Residential I Low Density (R-I-L, [17.70](#)) & Agricultural Residential IV (AR-IV, [17.120](#)). Within the R-I-L district caretaker residences are not a permitted use. The applicant would not be able to construct the intended caretaker residence on the R-I-L portion of the property.**
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **No, the proposed use should not cause an excessive or burdensome use of existing streets, transportation facilities, or utilities. The applicant is proposing a maximum of 3 residences (one primary and two caretaker) on approximately 127 acres.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **Yes, the requested zoning designation consistent with the future land use classification of Rural in the [Comprehensive Plan](#).**
6. The extent to which property values are diminished by the existing zoning restrictions; **Staff has not identified that the existing property values have been impacted by the existing zoning.**
7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including**



**construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **Hall County aerial imagery shows various accessory structures on the property, though the applicant states that the property is currently vacant.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **There are no known changing conditions affecting the use or development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **No, rezoning the property from Residential I Low Density (R-I-L, [17.70](#)) to Agricultural Residential IV (AR-IV, [17.120](#)) will be consistent with adjacent properties.**
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed use is not out of scale with the needs of the county as a whole. The preservation of large agricultural tracts of land in the eastern portion of the county are consistent with the intent of the rural future land use classification in the [Comprehensive Plan](#).**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the County that support the proposed use based on the Future Land Use Map and existing zoning designations.**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **No, the request could not be handled alternatively as a variance as the requested use is not permitted within the Residential I Low Density (R-I-L, [17.70](#)).**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **There are no significant changes proposed to the site. Further, any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no evidence to indicate a mistake was made in the original zoning of the property.**

Per [17.120.010](#) (permitted uses within the AR-IV zoning district) site-built single-family detached dwellings are a permitted use. Site-built single-family detached dwelling unit is defined in [17.20.1052](#) as “a single-family detached dwelling constructed on the building site from basic materials delivered to the site, and which is constructed in accordance with all requirements of the Building Code as adopted by Hall County.” There may only be one site-build single-family detached dwelling unit on each parcel.



In addition to this structure the applicant is proposing to construct two (2) caretaker residences, subject to the approval of the Planning Commission, per the requirements of [17.120.030](#). A caretaker or employee residence is defined in 17.20.280 as an accessory residence (including manufactured homes) placed on an occupied tract for use by a bona fide caretaker, employee or the owner himself and approved by the zoning board of adjustment in accordance with [17.350.120](#). Subject to approval by the Planning Commission, in the Agricultural Residential IV (AR-IV, [17.120](#)) zoning district, one caretaker and/or employee residence may be permitted for each five acres.

**[17.380.050](#). - Submission requirements for a rezoning request**

- A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in [chapter 17.30](#) to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**
- B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:
  1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The applicant has submitted a narrative and site plan but did not specifically address the criteria listed in 17.380.060.C.**
  2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district. **The submitted site plan is hand drawn and not to scale, but does show the approximate locations of the proposed residences and accessory structures on the site.**
- C. For any application for a slow rate land treatment system (see [chapter 17.20](#)), the following additional requirements apply. **This standard is not applicable as the site will be served an onsite septic system.**
- D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **As there are not 100 or more residential dwelling units proposed this question is not applicable.**



### **Development Support and Constraints – Departmental / Agency Comments**

#### **Hall County Environmental Health**

In an email dated January 31, 2023, Emily McGahee states “Must meet all Environmental Health residential/commercial septic system permitting requirements. Level 3 Soil Evaluation required at time of septic permit application.”

#### **Hall County Fire Marshal**

An email dated February 6, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated “The Hall County Fire Marshal’s Office has no comments as proposed.”

#### **Hall County Public Works and Utilities**

In a memo dated February 2, 2023, Srikanth Yamala, Director of Public Works and Utilities, provided the following comments:

##### **Engineering:**

Erosion Control measures will need to be installed. Any agricultural building will need a permit from EPD.

##### **Traffic:**

No comment.

##### **Utilities**

No comment.

#### **Hall County Tax Assessor**

An email dated January 30, 2023, Nicole Griffin, Appraisal Systems Coordinator, confirmed that the subject properties are currently under a Conservation Use Covenant (CUVA).

#### **Georgia Department of Transportation**

In email dated January 27, 2023 from Parker Niebauer, D1TO Traffic Operations Supervisor, confirmed this project will not require GDOT coordination.

#### **➤ Excerpts from the minutes of the February 20, 2023 meeting**

##### **Applicant’s Presentation:**

**Randi Doveton, Planning Director**, presented a summary of the request.

**Walter Hope, 3426 Ridge Drive, Gainesville**, presented the request.

##### **Public Forum:**

*There were no comments in support or opposition.*

##### **Planning Commission Comments:**



Mr. Braswell requested the applicant go over the site plan. Mr. Braswell questioned if the tenant house and future home on the site plan would be caretaker homes. The applicant stated that was correct. Ms. Doveton stated there can only be one caretaker home per five acres. Mr. Hunt wanted to clarify to the applicant, if approved, it would be for private use. There was discussion of how many adult horses were allowed on the property.

**Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Varner. Vote: 5-0**

*Conditions:*

1. The property shall be developed in accordance with the standards of the Agricultural Residential IV (ARIV, [17.120](#)) zoning district and the requirements of [17.350.120](#), caretaker or employee residences. Unless further subdivided, the property shall be limited to one primary, site-built, single-family residence and permitted accessory uses, as found in [17.120.010](#), permitted uses. Prior to the development of any caretaker or employee residences, the applicant shall submit a request for conditional use approval from the Planning Commission and demonstrate compliance with [17.350.120](#).
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## ZONING APPLICATION

**Applicant (Name & Mailing Address)**

WALTER R. HOPE / TOTAL CONSTRUCTION  
2205 OLD HAMILTON Pk Ste 400  
GAINESVILLE, GA 30507

Phone 770-540-7744

Email Address WALTERRHOPE@gmail.com

Proposed Use EXISTING PARCEL ZONED R-I-L REZONE TO ARIV

**Property Owner (Name & Mailing Address)**

HANDYKA FARM PROPERTIES, LLC  
693 DUCK THURMOND RD.  
DAWSONVILLE, GA 30534

Phone 770-364-5067

Email Address HELEN@HIDDENSTILL.COM

**Contact Person (Name & Mailing Address)**

WALTER HOPE / TOTAL CONSTRUCTION  
2205 OLD HAMILTON Pk Suite 400  
GAINESVILLE, GA, 30507

Phone 770-540-7744

Email Address WALTERRHOPE@gmail.com

Tax Parcel Number 15003 000108

Location Address 4025/4066 PECKERWOOD ROAD

**Status of Applicant**

☐ Owner

☐ Option to Purchase

☒ Area Resident

☐ Other

**Requested Action**

Existing Zoning: RIL

Rezone to: ARIV

Fee: \$ 1,000.00

Receipt #: 859085

Check #: 1457

Acreage 40.72

I hereby certify that the above information and all attached information are true and correct.

Sign Walter R. Hope Date: 12.22.

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: 12/22/22 Taken by: J. Wells

Tentative Planning Commission Date: Feb. 20, 2023 Tentative County Commission Date: 3/9/23

County Commission District: \_\_\_\_\_





# HALL COUNTY PLANNING AND DEVELOPMENT AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Hamryka Farm Property LLC

Address 683 Duck Thurmond Rd  
Dawsonville, Ga 30534

Phone Number 770 364 5067

Name of applicant(s) GEORGE E. MARDURY, LLC dba GREG LOYD CONSTRUCTION

Address P.O. Box 1662  
GAINESVILLE, GA. 30503

Phone Number 678-283-5898

Purpose of Permit CONSTRUCTION OF MULTIPLE RESIDENCES  
AND FARM STRUCTURES FOR HORSE FARM

Site Address 4425/4426 PEPPERWOOD Rd.

I swear that I am the owner of the property, which is the subject matter of the attached applications as shown in the records of Hall County, Georgia. I authorize the person named above to act as applicant in the pursuit of a permit as described above for the subject property.

Signature of Owner(s)

Helen Nammy

Personally appeared before me

PEGGY W. LOYD

Notary Public (Print Name)

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

Notary Public Signature



Date

11/03/2022



## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

This form must be completed by the applicant and property owner, or person representing the property owner, for all zoning actions.

OCGA § 36-67A-3[C] Disclosure of campaign contributions:

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
- (3) The name and official position of the local government official to whom the campaign contribution was made; and
- (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

I hereby certify that I have read the above and that:

I have\*\* \_\_\_\_\_ I have not ☒

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

\*\*If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

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

Applicant's/Owner's Signature: 

Date: 12.22.22

Applicant's/Owner's Name (Printed): WALTER B. HOPE



*ENCLOSED WITH Zoning Request*

From: Walter Hope walterrho@gmail.com  
Subject: ARIV Rezoning Application  
Date: Dec 22, 2022 at 2:38:47 PM  
To: David Webb dwebb@hallcounty.org  
Cc: West Hamryka hamryka@bellsouth.net, Helen Hamryka helen@hiddenstill.com

---

Mr. David Webb

The following is a description of the proposed project as requested.

1. The Tract consists of approximately 80 acres and 40 acres presently zoned AR4 and RIL respectively.
2. The 80 Acres (AR4) consists of pastures and woodlands. Tax Parcel [15003 000009](#)
3. The 40 Acres (RIL) is heavily wooded. Tax Parcel [15003 000108](#).
4. At present, we intend to build on the 80 Acres a main house, stables, equipment shed, shop and hay-shavings barn with 3 stalls. There will also be a riding ring and appropriate paddocks and pastures. Under the existing zoning regulations all of these improvements are allowed.
5. The 40 Acre wooded tract is zoned RIL and at present zoning allows for the construction of 1 house. We intend to immediately start construction of this structure after applying to Rezone this tract back to AR4. After we have successfully completed the process we intend to build a second house on this tract as allowed under AR4, after approval of a Conditional Use Request which will be filed after approval of the Zoning change.
6. The entire tract will be developed as a private Equestrian farm and will be used accordingly.

Hopefully, we have satisfactorily complied with all Hall County



regulations.

Should you need any additional information regarding this request please contact me. Thank you again for your support and consideration.

Sincerely, Walter Hope

[770-540-7744](tel:770-540-7744)

[walterhope@gmail.com](mailto:walterhope@gmail.com)

A copy of this email has been included with the Zoning Application.

Sent from my iPhone

Sent from my iPhone

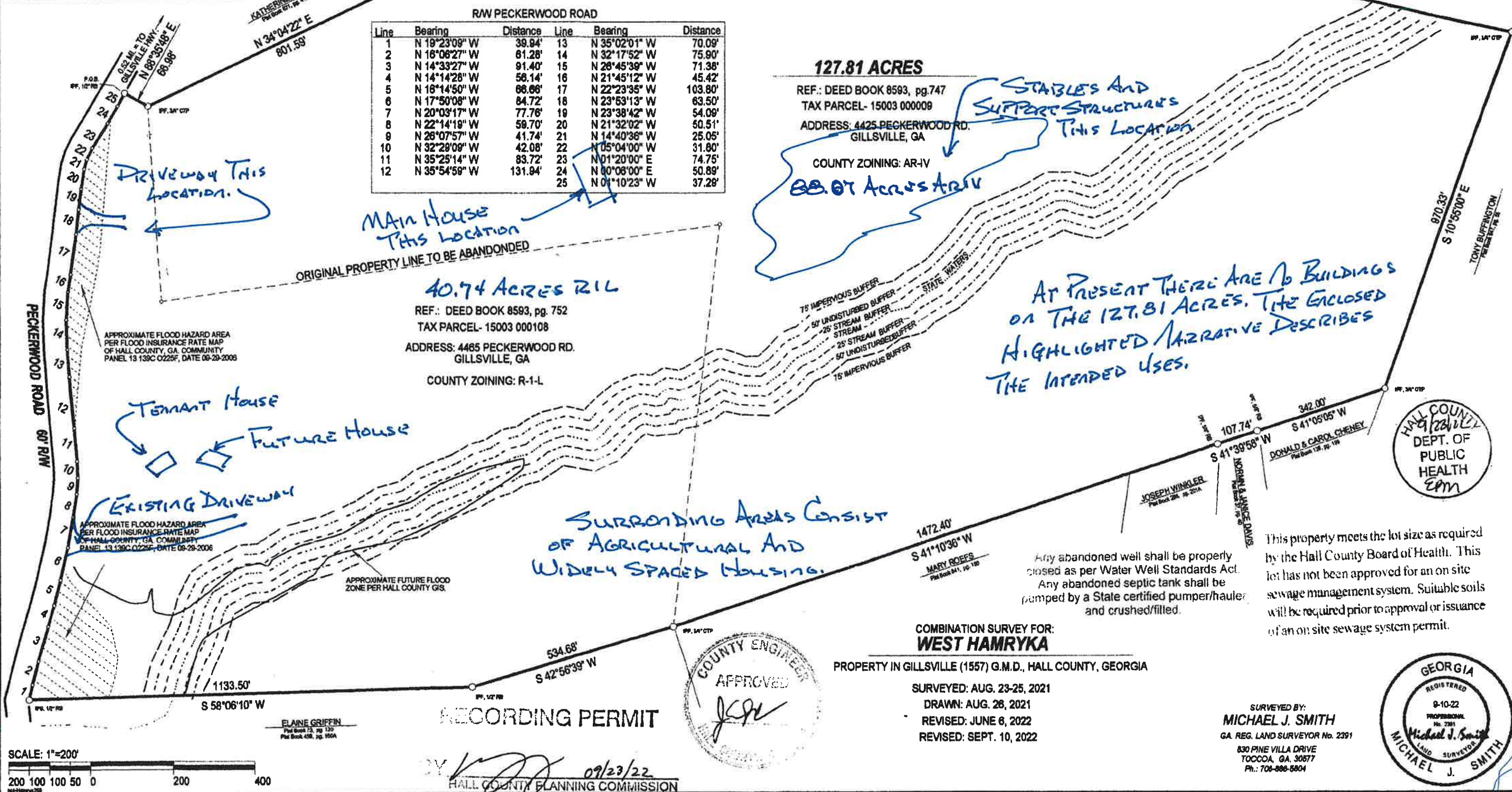


eFiled and eRecorded  
DATE: 10/26/2022  
TIME: 2:30 PM  
PLAT BOOK: 882  
PAGE: 414 - 414  
FILING FEES: \$10.00  
PART ID: 1443019564  
RECORDED BY: CH  
Charles Baker, C.S.C  
Hall County, GA

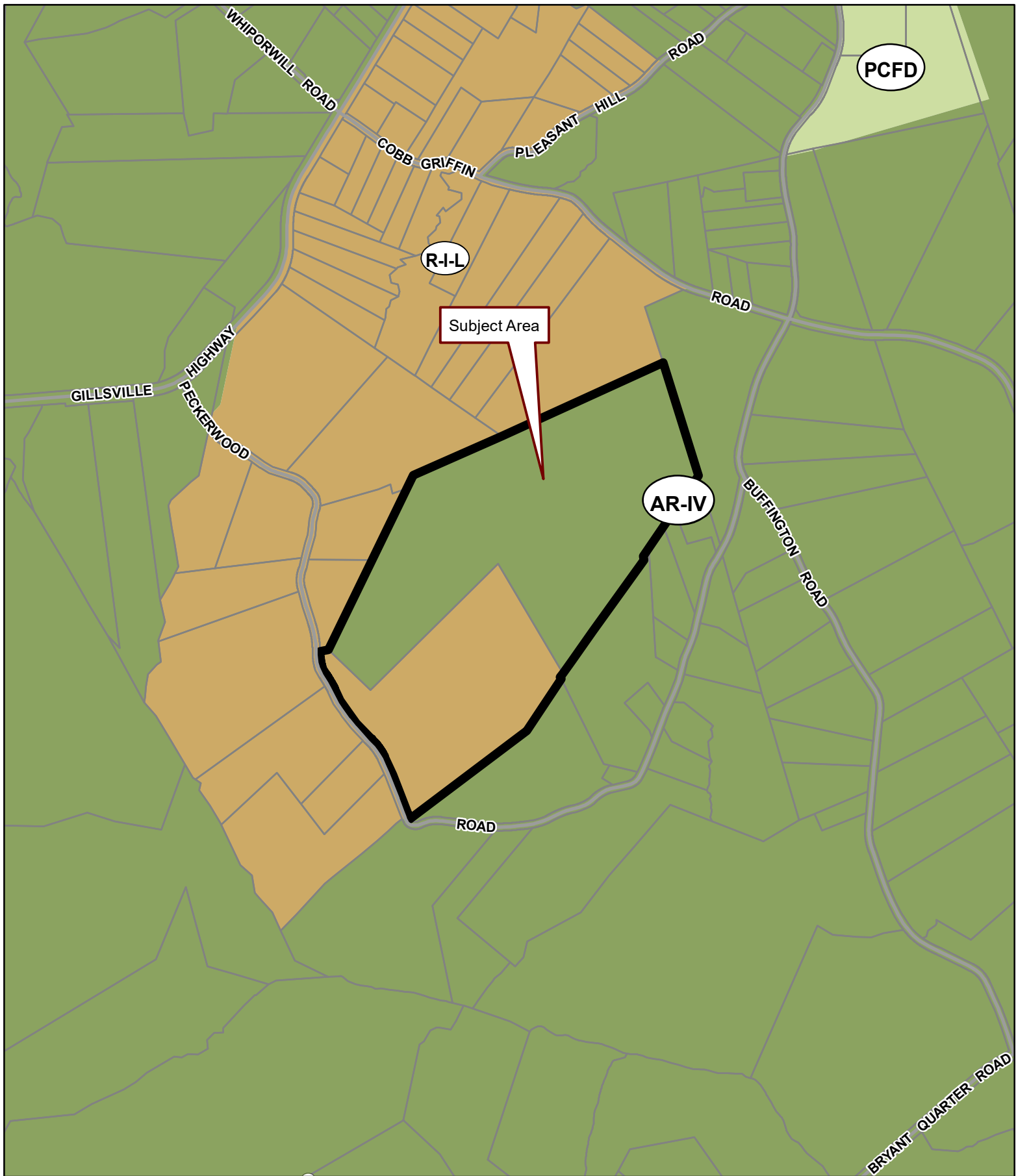
#### HALL COUNTY ENGINEERING NOTES:

- Any stream or state water located on this property may be subject to a 50 foot undisturbed vegetative buffer and a 75 foot impervious surface setback. (Hall County code 8.170.070).
- If property is located in the North Oconee Watershed District, then additional stream buffers and impervious setbacks may be required for compliance. (Hall County code 17.225.040).
- The site does show a portion within a FEMA floodplain as shown on Flood Insurance Rate Map 13 139C 0225F, Hall County Georgia Dated 08-29-2006.
- The site does show a portion to lie within Hall County Future Flood Plain Zone per Hall County GIS, as shown on Hall County Web Site <http://gis.hallcounty.org/PublicWebPages/MapFundViewer.aspx>
- If residential property is subdivided into seven lots or more, with all lots abutting Hall County roads, the stormwater management is required for compliance. (Hall County code 8.180.120, 8.180.130).
- If this property contains FEMA and/or local Flood Hazard areas, both Federal and Local Regulations may apply.
- The location of Flood Hazard Areas is determined from available maps and information. This is not a determination of Flood Hazard Status, but an interpretation of referenced maps and public information. The exact location or elevation of these areas should be determined by qualified experts. This firm assumes no responsibility or liability for the accuracy of the referenced maps and data.
- This plat is for the exclusive use of the party listed as "Survey For"

RESERVED FOR CLERK SUPERIOR COURT







**Applicant:** WALTER R. HOPE / TOTAL CONSTRUCTION

**Tax Parcel #:** 15003 000009 & 000108

**Location:** 4425 & 4465 PECKERWOOD ROAD, GILLSVILLE, GA 30543

**Commission District 3**

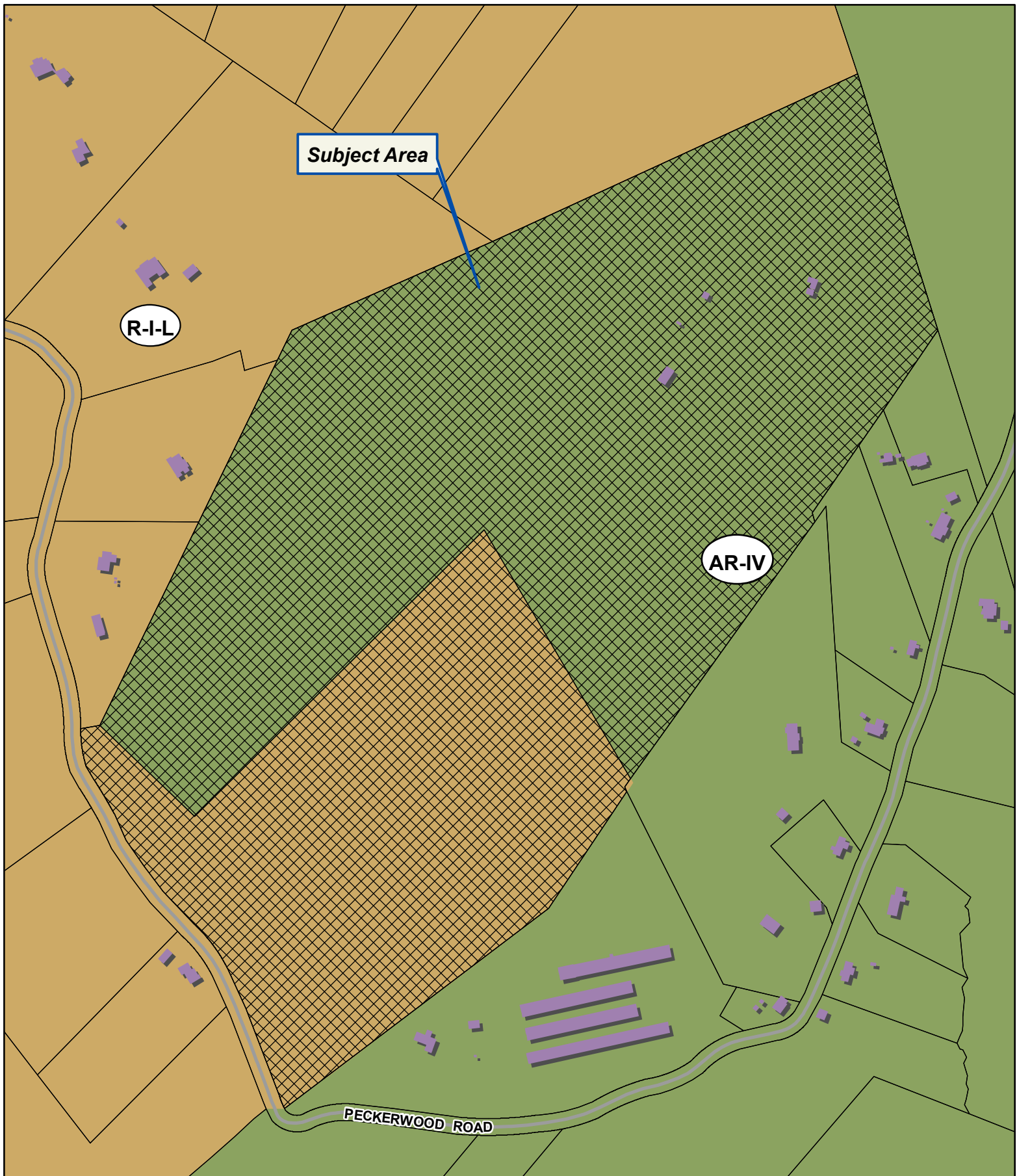
**PC Mtg. Date:** 02/20/2023

0 300 600 1,200  
Feet

- Zoning Boundary
- City Limits
- Subject Area
- Structure







**Applicant:** WALTER R. HOPE / TOTAL CONSTRUCTION

**Tax Parcel #:** 15003 000009 & 000108

**Location:** 4425 & 4465 PECKERWOOD ROAD, GILLSVILLE, GA 30543

**Commission District 3**

**PC Mtg. Date:** 02/20/2023

0 100 200 400  
Feet

- Zoning Boundary
- City Limits
- Subject Area
- Structure







**Applicant:** WALTER R. HOPE / TOTAL CONSTRUCTION

**Tax Parcel #:** 15003 000009 & 000108

**Location:** 4425 & 4465 PECKERWOOD ROAD, GILLSVILLE, GA 30543

**Commission District 3**

**PC Mtg. Date:** 02/20/2023

0 150 300 600  
Feet

— Zoning Boundary

City Limits

Subject Area





## Anael Dominguez (Planning)

---

**From:** Emily McGahee (Environmental Health)  
**Sent:** Tuesday, January 31, 2023 12:51 PM  
**To:** Anael Dominguez (Planning); Randi Doveton (Planning)  
**Cc:** Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)  
**Subject:** HCPC Tentative Agenda 2.20.23

Please find Environmental Health comments below:

Item 1, 5385 Winder Hwy, Dell Group: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 2, Text Amendment: No comment.

Item 3, 4425/4465 Peckerwood Road, Hope: Must meet all Environmental Health residential/commercial septic system permitting requirements. Level 3 Soil Evaluation required at time of septic permit application.

Emily McGahee  
Hall County Environmental Health  
Hall County Government Center  
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:** Friday, January 27, 2023 1:46 PM  
**To:** Randi Doveton (Planning); Anael Dominguez (Planning)  
**Cc:** Peevy, Jonathan; Chavers, Veronica E  
**Subject:** RE: Tentative Planning Agenda for February 20, 2023

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

No comments from GDOT on new business.

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:** Friday, January 27, 2023 12:48 PM  
**To:** Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Bill Nash (Public Works) <bnash@hallcounty.org>; Bill Schmid <weschmid@rochester-assoc.com>; Brandi Smith (Business License) <bsmith@hallcounty.org>; Brent Holloway (Parks and Leisure) <bholloway@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.mi>; Ellis Still (Planning) <estill@hallcounty.org>; 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@gainesvillega.gov) <jeremy.wills@gainesvillega.gov>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Peevy, Jonathan <jpeevy@dot.ga.gov>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Matt Cox <matt.cox@hallco.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Nick Swafford <NSwafford@gainesvillega.gov>; Nicole Griffin (Tax Assessors) <nicole.griffin@hallcounty.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 Sutton (Engineering) <wsutton@hallcounty.org>; will schofield <will.schofield@hallco.org>  
**Subject:** Tentative Planning Agenda for February 20, 2023

Good afternoon –



Here is the Tentative Agenda and Maps for the **Monday, February 20<sup>th</sup>, 2023** 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 **Friday, February 3<sup>rd</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

## **CALL TO ORDER**

## **AGENDA REVIEW**

## **APPROVAL OF MINUTES – February 6, 2023**

## **OLD BUSINESS**

1. [5385 Winder Highway | Amend Conditions | of a Planned Commercial Development \(PCD\) on a 21.20± acre tract located on the north side of Winder Highway at its intersection with Benefield Road | Zoned PCD; Tax Parcel 15028B000015 | Proposed use: car condos, storage, commercial uses, and retail | \\*\\* Commission District 1 | The Dell Group, LLC, applicant.](#)
2. [Section 17.180 | Text Amendment | Proposed amendment to Section 17.180. A copy of the proposed amendment is available from the Hall County Planning office | \\*\\* All Commission Districts | Hall County Planning, applicant.](#)

## **NEW BUSINESS**

3. [4425 & 4465 Peckerwood Road | Rezone | from Residential-I-Low-Density \(R-I-L\) & Agricultural-Residential-IV \(AR-IV\) to Agricultural-Residential-IV \(AR-IV\) on a 127.81± acre tract located on the east side of Peckerwood Road at approximately 2,414 feet from its intersection with Gillsville Highway | Zoned R-I-L & AR-IV; Tax Parcel 15003 000009 & 000108 | Proposed use: Single Family Dwelling with Caretaker Residences | \\*\\* Commission District 3 | Walter R. Hope/Total Construction, applicants.](#)

\*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, March 23, 2023** 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, March 23, 2023**. 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.

Thank you,  
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:** February 2, 2023  
**Subject:** February 20, 2023 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the February 20, 2023 meeting. Upon review, we provide the following comments.

### OLD BUSINESS

1. [5385 Winder Highway | Amend Conditions | of a Planned Commercial Development \(PCD\) on a 21.20± acre tract located on the north side of Winder Highway at its intersection with Benefield Road | Zoned PCD; Tax Parcel 15028B000015 | Proposed use: car condos, storage, commercial uses, and retail | \\*\\* Commission District 1 | The Dell Group, LLC, applicant.](#)
  - a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.  
Show stream buffers and impervious setback from wretched vegetation not centerline of stream.
  - b) **Traffic:** No Comment
  - c) **Utilities:** No sewer in the area of project; septic proposed requires Health Department Approval.
2. [Section 17.180 | Text Amendment | Proposed amendment to Section 17.180. A copy of the proposed amendment is available from the Hall County Planning office | \\*\\* All Commission Districts | Hall County Planning, applicant.](#)
  - a) **Engineering:** No Comment
  - b) **Traffic:** No Comment
  - c) **Utilities:** No Comment





# 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**

## **NEW BUSINESS**

3. [4425 & 4465 Peckerwood Road | Rezone | from Residential-I-Low-Density \(R-I-L\) & Agricultural-Residential-IV \(AR-IV\) to Agricultural-Residential-IV \(AR-IV\) on a 127.81± acre tract located on the east side of Peckerwood Road at approximately 2,414 feet from its intersection with Gillsville Highway | Zoned R-I-L & AR-IV; Tax Parcel 15003 000009 & 000108 | Proposed use: Single Family Dwelling with Caretaker Residences | \\*\\* Commission District 3 | Walter R. Hope/Total Construction, applicants.](#)
  - a) **Engineering:** Erosion Control measures will need to be installed. Any agricultural building will need a permit from EPD.
  - b) **Traffic:** No Comment
  - c) **Utilities:** No Comment



## Anael Dominguez (Planning)

---

**From:** John Hornick (Fire Services)  
**Sent:** Monday, February 6, 2023 2:09 PM  
**To:** Randi Doveton (Planning)  
**Cc:** Anael Dominguez (Planning)  
**Subject:** Fire Comments

Tentative Agenda and Maps for the **Monday, February 20<sup>th</sup>, 2023** Hall County Planning Commission Meeting.

1. [4425 & 4465 Peckerwood Road | Rezone | from Residential-I-Low-Density \(R-I-L\) & Agricultural-Residential-IV \(AR-IV\) to Agricultural-Residential-IV \(AR-IV\) on a 127.81± acre tract located on the east side of Peckerwood Road at approximately 2,414 feet from its intersection with Gillsville Highway | Zoned R-I-L & AR-IV; Tax Parcel 15003 000009 & 000108 | Proposed use: Single Family Dwelling with Caretaker Residences | \\*\\* Commission District 3 | Walter R. Hope/Total Construction, applicants.](#)  
The Hall County Fire Marshal's Office has no comments as proposed

Regards,

**John Hornick, NPQ Fire Service Plans Examiner 1**  
Lieutenant, Hall County Fire Rescue  
Hall County Government  
Main: 770-531-6838 | Cell: 404-597-0083  
Website: [www.Hallcounty.org](http://www.Hallcounty.org)





## Anael Dominguez (Planning)

---

**From:** Tracy Gilreath (Tax Assessors)  
**Sent:** Thursday, February 2, 2023 9:05 AM  
**To:** Anael Dominguez (Planning); Randi Doveton (Planning)  
**Subject:** FW: Tentative Planning Agenda for February 20, 2023

Please see comments below .

Respectfully,

Tracy Gilreath  
Hall County Tax Assessors  
Specialized Assessment Manager  
770-531-6752  
770-531-6754 fax  
[www.hallcounty.org](http://www.hallcounty.org)



---

**From:** Nicole Griffin (Tax Assessors) <nicole.griffin@hallcounty.org>  
**Sent:** Monday, January 30, 2023 9:29 AM  
**To:** Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>; Steve Watson (Real Property) <rswatson@hallcounty.org>; Lisa Niles (Tax Assessors) <liniles@hallcounty.org>  
**Subject:** RE: Tentative Planning Agenda for February 20, 2023

#3 under new business is currently in CUVA. It is parcels 15003 000009 & 15003 000108. Please let me know what else I need to do with these parcels. Comments are due Friday to planning and zoning.

Thanks,

Nicole Griffin  
Appraisal Systems Coordinator  
Hall County Tax Assessors Office  
Hall County Government



(Office) 770-718-5712

[Nicole.Griffin@Hallcounty.org](mailto:Nicole.Griffin@Hallcounty.org)



---

**From:** Anael Dominguez (Planning) <[adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)>

**Sent:** Friday, January 27, 2023 12:48 PM

**To:** Becky Ruffner (Parks & Leisure) <[bruffner@hallcounty.org](mailto:bruffner@hallcounty.org)>; Bill Nash (Public Works) <[bnash@hallcounty.org](mailto:bnash@hallcounty.org)>; Bill Schmid <[weschmid@rochester-assoc.com](mailto:weschmid@rochester-assoc.com)>; Brandi Smith (Business License) <[bsmith@hallcounty.org](mailto:bsmith@hallcounty.org)>; Brent Holloway (Parks and Leisure) <[bholloway@hallcounty.org](mailto:bholloway@hallcounty.org)>; Bryan Cash (Fire Services) <[bcash@hallcounty.org](mailto:bcash@hallcounty.org)>; Chad Harper (Environmental Health) <[charper@hallcounty.org](mailto:charper@hallcounty.org)>; Chris Braswell (Planning) <[cbraswell@hallcounty.org](mailto:cbraswell@hallcounty.org)>; Christopher Armstrong (Fire Services) <[carmstrong@hallcounty.org](mailto:carmstrong@hallcounty.org)>; Dan Barnes <[Daniel.C.Barnes@usace.army.mil](mailto:Daniel.C.Barnes@usace.army.mil)>; Ellis Still (Planning) <[estill@hallcounty.org](mailto:estill@hallcounty.org)>; Emily McGahee (Environmental Health) <[emcgahee@hallcounty.org](mailto:emcgahee@hallcounty.org)>; Frank Miller (Engineering) <[fmiller@hallcounty.org](mailto:fmiller@hallcounty.org)>; jason dykes <[jdykes@dot.ga.gov](mailto:jdykes@dot.ga.gov)>; Jason Skarda (Engineering) <[jskarda@hallcounty.org](mailto:jskarda@hallcounty.org)>; Jeremy Wills ([jeremy.wills@gainesvillega.gov](mailto:jeremy.wills@gainesvillega.gov)) <[jeremy.wills@gainesvillega.gov](mailto:jeremy.wills@gainesvillega.gov)>; John Hornick (Fire Services) <[jhornick@hallcounty.org](mailto:jhornick@hallcounty.org)>; jpeevy <[jpeevy@dot.ga.gov](mailto:jpeevy@dot.ga.gov)>; Kelly Hairston (Environmental Health) <[khairston@hallcounty.org](mailto:khairston@hallcounty.org)>; Matt Cox <[matt.cox@hallco.org](mailto:matt.cox@hallco.org)>; Michael Vieira (Fire Services) <[mvieira@hallcounty.org](mailto:mvieira@hallcounty.org)>; Nick Swafford <[NSwafford@gainesvillega.gov](mailto:NSwafford@gainesvillega.gov)>; Nicole Griffin (Tax Assessors) <[nicole.griffin@hallcounty.org](mailto:nicole.griffin@hallcounty.org)>; Pam Cravero <[Pam.Cravero@hallco.org](mailto:Pam.Cravero@hallco.org)>; PNiebauer <[PNiebauer@dot.ga.gov](mailto:PNiebauer@dot.ga.gov)>; Randi Doveton (Planning) <[rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)>; rich <[rich@flowerybranchga.org](mailto:rich@flowerybranchga.org)>; Scott Puckett (Engineering) <[spuckett@hallcounty.org](mailto:spuckett@hallcounty.org)>; Srikanth Yamala (Public Works) <[syamala@hallcounty.org](mailto:syamala@hallcounty.org)>; Stephen Cain <[troy.s.cain@usace.army.mil](mailto:troy.s.cain@usace.army.mil)>; Steve Watson (Real Property) <[rswatson@hallcounty.org](mailto:rswatson@hallcounty.org)>; Tammie Croy (Engineering) <[tcroy@hallcounty.org](mailto:tcroy@hallcounty.org)>; Tracy Gilreath (Tax Assessors) <[tgilreath@hallcounty.org](mailto:tgilreath@hallcounty.org)>; Wanda Sutton (Engineering) <[wsutton@hallcounty.org](mailto:wsutton@hallcounty.org)>; will schofield <[will.schofield@hallco.org](mailto:will.schofield@hallco.org)>

**Subject:** Tentative Planning Agenda for February 20, 2023

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, February 20<sup>th</sup>, 2023** 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 **Friday, February 3<sup>rd</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES – February 6, 2023**



## **OLD BUSINESS**

1. **5385 Winder Highway | Amend Conditions** | of a Planned Commercial Development (PCD) on a 21.20± acre tract located on the north side of Winder Highway at its intersection with Benefield Road | Zoned PCD; Tax Parcel 15028B000015 | **Proposed use: car condos, storage, commercial uses, and retail** | \*\* Commission District 1 | **The Dell Group, LLC, applicant.**
2. **Section 17.180 | Text Amendment** | Proposed amendment to Section 17.180. A copy of the proposed amendment is available from the Hall County Planning office | \*\* All Commission Districts | **Hall County Planning, applicant.**

## **NEW BUSINESS**

3. **4425 & 4465 Peckerwood Road | Rezone** | from Residential-I-Low-Density (R-I-L) & Agricultural-Residential-IV (AR-IV) to Agricultural-Residential-IV (AR-IV) on a 127.81± acre tract located on the east side of Peckerwood Road at approximately 2,414 feet from its intersection with Gillsville Highway | Zoned R-I-L & AR-IV; Tax Parcel 15003 000009 & 000108 | **Proposed use: Single Family Dwelling with Caretaker Residences** | \*\* Commission District 3 | **Walter R. Hope/Total Construction, applicants.**

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The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, March 23, 2023** 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, March 23, 2023**. 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.

Thank you,  
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





# ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: *Walter Hope*

REQUEST: *Rezone from R-I-L/AR-IV to AR-IV  
for Single Family Dwelling/Catfish House*

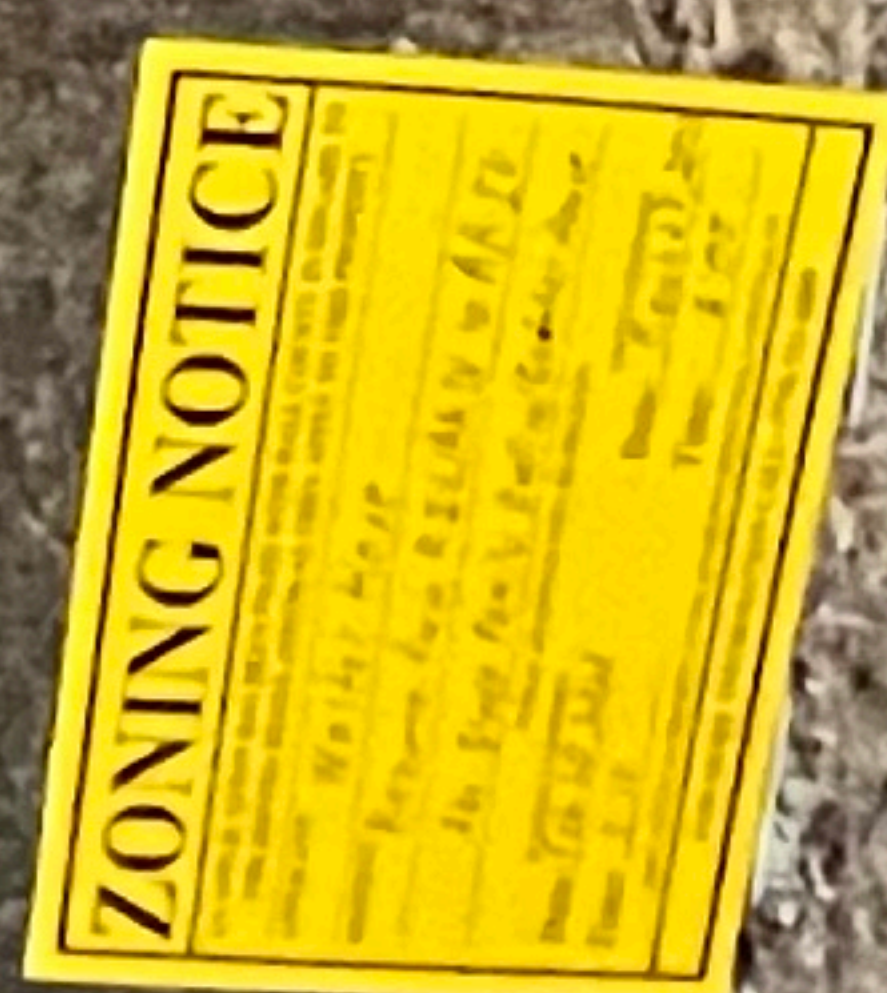
PUBLIC HEARINGS WILL BE HELD ON:  
PLANNING COMMISSION  
Date: *Feb 20, 2023*  
Time: *5:15*

COUNTY COMMISSION  
Date: *March 23, 2023*  
Time: *6:00*

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809









**ZONING NOTICE**  
This notice is posted on the property of the applicant for a zoning change. The property is located at the intersection of the property line and the street. The property is currently zoned R-1. The applicant is requesting a change to R-2. The property is located at the intersection of the property line and the street. The property is currently zoned R-1. The applicant is requesting a change to R-2. The property is located at the intersection of the property line and the street. The property is currently zoned R-1. The applicant is requesting a change to R-2.





## AGENDA ITEM

### Planning and Development

---

**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 136/2023

**SUBJECT:** **Public Hearing: Sections 17.240.130, 17.240.170 | Text Amendment |** Proposed amendment to Section 17.240.130, and adding a new section 17.240.170. A copy of the proposed amendment is available from the Hall County Planning office | All Commission Districts | **Hall County Planning, applicant.**

---

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** RD

**Recommendation:**

Approval.

#### Purpose of Request:

**Sections 17.240.130, 17.240.170 | Text Amendment |** Proposed amendment to Section 17.240.130, and adding a new section 17.240.170. A copy of the proposed amendment is available from the Hall County Planning office | All Commission Districts | **Hall County Planning, applicant.**

#### History:

#### Facts and Issues:

This amendment would provide frontage on a private way platted prior to January 1, 2000 and inserts a new section prohibiting spite strips and allowing access to certain landlocked lots of record. Public Hearing is required.

#### 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	CR	JR	

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**Attachments:**

Board Memo

Resolution





# Hall County Government

## COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
**Srikanth Yamala**

PLANNING AND DEVELOPMENT  
DIRECTOR  
**Randi Doveton**

**To:** Richard Higgins, Chairman  
Kathy Cooper, District 1 Commissioner  
Billy Powell, District 2 Commissioner  
Gregg Poole, District 3 Commissioner  
Jeff Stowe, District 4 Commissioner

**From:** Randi Doveton, Director of Planning and Development

**Date:** March 6, 2023

**Subject:** **Public Hearing: Sections 17.240.130, 17.240.170 | Text Amendment** | Proposed amendment to Sections 17.240.130, and 17.240.140. A copy of the proposed amendment is available from the Hall County Planning office | All Commission Districts | **Hall County Planning, applicant.**

The request before you is for a text amendment to Sections 17.240.130, and 17.240.140 of the Hall County Code. This amendment is related to various issues related to road frontage requirements for arterial and collector streets, and insertion of a section on "spite strips". The resolution with proposed text is included in your packet.

At their March 6, 2023 meeting, the Hall County Planning Commission recommended approval as presented. This item was advertised as one item with the amendment of 17.20.1120, 17.20.1130, 17.20.1140, 17.240.040, and Appendix B.

The vote was 5-0 and no one spoke in favor or opposition during the public hearing.



STATE OF GEORGIA

COUNTY OF HALL

**A RESOLUTION TO AMEND THE CODE OF ORDINANCES OF HALL COUNTY**  
**WITH REGARD TO SPITE STRIPS AND STREET FRONTAGE REQUIREMENTS**

**WHEREAS**, Hall County has developed zoning regulations governing street frontage requirements found in Chapter 17.240 of the Official Code of Hall County, Georgia; and

**WHEREAS**, due to the creation of Lake Lanier and other developments, Hall County historically permitted the subdivision of lots along established easements or private ways during the period generally ending before January 2000, and

**WHEREAS**, many of such lots remain landlocked and present challenges to their owners and the County's staff in determining the uses that may be permitted on such properties; and

**WHEREAS**, the Board of Commissioners has determined that it is in the County's best interest to assist the owners of such lots and property by taking steps to avoid the designation of these lots as landlocked and non-conforming to existing regulations; and

**WHEREAS**, the Board of Commissioners has determined that it is in the best interest of County residents to remove barriers to the use and marketability of certain landlocked and non-conforming parcels when access has historically been provided by a recorded easement or private way; and

**WHEREAS**, the County has determined that amendments should be made to the County's street frontage requirements so as to provide lot frontage regulations for certain lots accessed only by private easements or ways; and



**WHEREAS**, the County has also determined that provisions should be added to the Official Code of Hall County so as to prohibit “spite strips” which are defined as portions of lots that run for sixty feet or more along a public road with an average depth of the strip along the public road of less than forty feet; and

**WHEREAS**, the County’s Board of Commissioners believes that the elimination of spite strips will benefit the County’s landowners and residents by encouraging access and frontage to public streets and roads; and

**WHEREAS**, the County’s Board of Commissioners believes that the above-referenced changes to its zoning code as described herein are in the best interests of residents and businesses of Hall County, Georgia, and would promote the public health, safety, and general welfare of such residents and businesses.

**NOW, THEREFORE**, the Board of Commissioners does hereby amend The Official Code of Hall County, Georgia as follows:

1.

Section 17.240.130 (Street frontage requirements) of the Official Code of Hall County, Georgia is hereby amended by deleting subsection A in its entirety, and by replacing it with a new subsection A which provides as follows:

“17.240.130. – Street frontage requirements.

A. No principal building shall be placed or erected on a lot or parcel which does not abut:

1. A street or road shown on the official county road map or otherwise maintained by a governmental unit; or
2. An existing public way not maintained by the county; or



3. A newly created street which meets the standards of the county subdivision regulations; or
4. An existing private way serving as the sole access for no more than five lots, provided that such private way is depicted on a recorded plat created before January 1, 2000.”

2.

Chapter 17.240 of the Official Code of Hall County, Georgia is further amended by adding a new Section 17.240.170 which provides as follows:

“17.240.170 – Spite strips and access to landlocked property.

Spite strips shall be prohibited. A spite strip is a portion of a lot that runs for sixty feet or more along a public road with an average depth of the strip along the public road of less than forty feet.

Any landlocked lot of record which is served by an easement and which is within 100 feet of the public road where such easement originates or connects shall be deemed to meet all road frontage requirements of this Code.

3.

The remaining provisions of Chapter 17.240 of the Hall County Code of Ordinances shall remain as they were, unchanged by this amendment.



**SO RESOLVED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**HALL COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Richard Higgins, Chairman

ATTEST:

\_\_\_\_\_  
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney





## AGENDA ITEM

### Planning and Development

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**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 135/2023

**SUBJECT:** **Public Hearing: Sections 17.20.1110, 17.20.1120, 17.20.1130, 17.240.040, and Appendix B | Text Amendment** | Proposed amendment to Sections 17.20.1110, 17.20.1120, 17.20.1130, 17.240.040, and deleting Appendix B. A copy of the proposed amendment is available from the Hall County Planning office | All Commission Districts | **Hall County Planning, applicant.**

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#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** RD  
**Recommendation:** Approval

**Purpose of Request:** Sections 17.20.1110, 17.20.1120, 17.20.1130, 17.240.040, and Appendix B | **Text Amendment** | Proposed amendment to Sections 17.20.1110, 17.20.1120, 17.20.1130, 17.240.040, and deleting Appendix B. A copy of the proposed amendment is available from the Hall County Planning office | All Commission Districts | **Hall County Planning, applicant.**

#### History:

#### Facts and Issues:

This item amends the regulations to remove Appendix B which is outdated, updates the definitions for connector and collector street, and updates the minimum building setback from an arterial street. Public Hearing is required.

#### 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>
RD	RD	EW	WG
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	
WLI	CR	JR	

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**Attachments:**

Board Memo

Recommendation Report

Resolution





# Hall County Government

## COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
**Srikanth Yamala**

PLANNING AND DEVELOPMENT  
DIRECTOR  
**Randi Doveton**

**To:** Richard Higgins, Chairman  
Kathy Cooper, District 1 Commissioner  
Billy Powell, District 2 Commissioner  
Gregg Poole, District 3 Commissioner  
Jeff Stowe, District 4 Commissioner

**From:** Randi Doveton, Director of Planning and Development

**Date:** March 6, 2023

**Subject:** **Public Hearing: Sections 17.20.1110, 17.20.1120, 17.20.1130, 17.240.040, and Appendix B | Text Amendment | Proposed amendment to Sections 17.20.1110, 17.20.1120, 17.20.1130, 17.240.040, and deleting Appendix B. A copy of the proposed amendment is available from the Hall County Planning office | All Commission Districts | Hall County Planning, applicant.**

The request before you is for a text amendment to Sections 17.20.1110, 17.20.1120, 17.20.1130, 17.240.040, and Appendix B of the Hall County Code. This amendment is related to various issues related to road frontage requirements for arterial and collector streets, and the definitions related to street classifications. The resolution with proposed text is included in your packet.

At their March 6, 2023 meeting, the Hall County Planning Commission recommended approval as presented. The vote was 5-0; no one spoke in favor or opposition during the public hearing.



**HALL COUNTY PLANNING COMMISSION  
RECOMMENDATION REPORT**

**Applicant** ..... Hall County Planning Staff

**Request** ..... Text Amendment

**Proposed Use** ..... Amend the Code or Ordinances regarding Zoning Regulations -- 17.20.1110, 17.20.1120, 17.20.1130 & 17.240.040

**Zoning** ..... Applicable to all zoning districts

**Location** ..... **Throughout Hall County**

**Commission District** ..... One, Two, Three, and Four

**Planning Commission Date** ..... March 6, 2023

**Staff Recommendation** ..... Approval to provide clarity in the regulations.

**Planning Commission Recommendation**..... **Approval**  
**Vote: 5-0**

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**Public Forum**

*There were no comments in support or opposition.*

**Summary Analysis**

Staff and legal have discovered areas of Chapter 17.20, Section 17.20.1110 (Definitions – Street, arterial), Section 17.20.1120 (Definitions – Street, collector), Section 17.20.1130 (Definitions – Street, Connector) & Section 17.240.040 (Setbacks from arterial streets). These definitions and regulations are being changed and Appendix B is being removed in its entirety because of conflict with other portions of the regulations. This proposed amendment will correct those items.

**When considering a text amendment, the Planning Commission must follow the same procedural guidelines as for a rezoning request (17.380.040), this includes public notice. The proposal was advertised in the Gainesville Times but since the proposal is not related to a specific parcel, no signs were posted. The staff report includes strikethrough and additions.**

**STREET, ARTERIAL**

**The current definition is as follows:**

1. ~~Section 17.20.1110 (Definitions – Street, arterial) "Street, arterial" means a major street, highway or state route with intersections at grade and direct access to abutting~~



~~property, and on which geometric design and traffic control measures are used to expedite the safe movement of through traffic between major traffic generators.~~

**The new proposal is as follows:**

1. Section 17.20.1110 (Definitions – Street, arterial) is hereby amended by deleting Section 17.20.1110 in its entirety and inserting in lieu thereof a new Section 17.20.1110 which provides as follows:

““Street, arterial” means a major street, highway or state route with intersections at grade and direct access to abutting property, and on which geometric design and traffic control measures are used to expedite the safe movement of through traffic between major traffic generators. The County shall compile and maintain an approved record of arterial streets”

**STREET, COLLECTOR**

**The current definition is as follows:**

~~2. Section 17.20.1120 (Definitions – Street, collector) "Collector street" means any street designed and located to collect traffic from intersecting minor streets while still giving access to abutting property, and to conduct such traffic to and from a variety of destinations outside a single subdivision, neighborhood or business district. See also "street, residential collector."~~

**The new proposal is as follows:**

2. Section 17.20.1120 (Definitions – Street, collector) is hereby amended by deleting Section 17.20.1120 in its entirety and inserting in lieu thereof a new Section 17.20.1120 which provides as follows:



"Collector street" or "collector street" means any street designed and located to collect traffic from intersecting minor streets while still giving access to abutting property, so as to conduct such traffic to and from a variety of destinations outside a single subdivision, neighborhood or business district. The County shall compile and maintain an approved record of collector streets. See also "Street, residential collector."

### **STREET, CONNECTOR**

**The current definition is as follows:**

~~3. Section 17.20.1130 (Definitions Street, connector) "Connector street" means a street supplementary to the major state and U.S. highway systems running throughout the country and primarily a means of intercommunication between this system and smaller areas.~~

**The new proposal is as follows:**

3. Section 17.20.1130 (Definitions – Street, connector) is hereby amended by deleting Section 17.20.1130 in its entirety and inserting in lieu thereof a new Section 17.20.1130 which provides as follows:

"Street, connector" or "connector street" means a street supplementary to the major state and U.S. highway systems running throughout the country and primarily a means of intercommunication between this system and smaller areas. The County shall compile and maintain an approved record of connector streets.



**SETBACKS FROM ARTERIAL STREETS****The current ordinance reads:**

- ~~4. Section 17.240.040. Setbacks from arterial streets. No structure may be placed less than 100 feet from the center line of an arterial street (as defined in section 17.20). Arterial streets shall be so designated by the county commission. (See appendix B.)~~

**The new proposal is as follows:**

4. Section 17.240.040 (Setbacks from arterial streets) is hereby amended by deleting Section 17.240.040 in its entirety and inserting in lieu thereof a new Section 17.240.040 which provides as follows:

“No structure may be placed less than 100 feet from the center line of an arterial street (as defined in section 17.20). The County maintains an approved list of arterial streets per Section 17.20.”

5. Chapter 17 of the Hall County Code is further amended by deleting Appendix B thereto in its entirety.

**APPENDIX B. --REFERENCE MATERIALS**

ARTERIAL ROADS  
{Referenced in Section 17.240.060-A [17.240.040]}

~~EXPAND~~

State Hwy. System No.	Road Name	From	To
U.S. 129, Ga. 11	Athens Hwy.	Southern Railroad	Jackson Co.
Ga. 13	Atlanta Hwy.	Gwinnett Co.	Friendship Rd.
Ga. 369	Browns Bridge Rd.	Forsyth Co./Chatt. R.	Atlanta Hwy. (Ga. 13)
Ga. 60	Candler Rd.	I-985	Jackson Co.
U.S. 129, Ga. 11	Cleveland Hwy.	S. Enota Drive	White Co.
Ga. 53, 53C	Dawsonville Hwy.	Dawson Co.	West Bypass
Ga. 347	Friendship Rd.	I-985	Ga. 13 (Atlanta Hwy.)
Ga. 347	Holiday Rd.	Ga. 13 (Atlanta Hwy.)	McEver Rd.



Ga. 347	Holiday Rd.	McEver Rd.	NW to end (Lake Lanier Islands)
Ga. 13, Ga. 365 Bus.	Jesse Jewel Pkwy.	Downey Blvd.	I-985 Exit 7
Ga. 365, U.S. 23, I-985	Lanier Pkwy.	Gwinnett Co.	Exit 7
Ga. 365, Ga. 13, U.S. 23	Lanier Pkwy.	I-985 Exit 7	Habersham Co.
U.S. 129, Ga. 11	Limestone Parkway	Cleveland Hwy. (U.S. 129, Ga. 11)	Jesse Jewel Pkwy. (Ga. 13)
Ga. 52	Lula Rd., Old Cornelia Hwy., Fifty-Two Hwy.	Ga. 365	Jackson Co.
Ga. 53	McEver Rd.	Dawsonville Hwy.	Mundy Mill Rd.
	McEver Rd.	Mundy Mill Rd.	Holiday Rd.
Ga. 53 (M2423)	Mundy Mill Rd.	McEver Rd.	I-985
	Old Cornelia Hwy.	Old Cornelia Hwy. (Spring St.)	Joe Chandler Rd.
(S2680)	Old Cornelia Hwy. Ext.	I-985 Exit 7	Old Cornelia Hwy.
Ga. 60, Ga. 365 Bus.	Queen City Pkwy.	Southern Railroad	I-985
Ga. 60 (F198-1)	Thompson Bridge Rd.	Lumpkin Co.	Mountain View Dr.
	West Bypass	Shallowford Rd.	Browns Bridge Rd. (Ga. 369)
Ga. 53	Winder Hwy.	I-985	Jackson Co.

(Res. of 11-11-91; Res. of 2-27-03(1), § 1)

#### COLLECTOR ROADS AS OF JANUARY 20, 1994

##### EXPAND

Road Name	From	To
<i>Minor Collectors</i>		
Belton Bridge Road	Pea Ridge Road	Old Cornelia Highway
Blackstock Road	Athens Highway	Mangum Mill Road
Bogan Road	Gwinnett County line	Friendship Road
Bryant Quarters Road	Holly Springs Road	Highway 52
Dorsey Street	Jesse Jewel Parkway	Proposed West By-Pass Extension
East Hall Road	Gillesville Highway	Old Cornelia Road
Flat Creek Road	Stephens Road	McEver Road
Friendship Road	I-985 (Exit 2)	Spout Springs Road
Gaines Ferry Road	Yacht Club Drive	Atlanta Highway
Harmony Church Road	Gillsville Highway	Three Bridge Road
Hog Mountain Road	Gwinnett County line	Friendship Road
Jim Crow Road	Stephens Road	McEver Road
Jim Hood Road	Mt. Vernon Road	Cleveland Highway
Ledan Road	Sardis Road	Thompson Bridge Road
Mangum Mill Road	Blackstock Road	Harmony Church Road



Memorial Park Drive	Browns Bridge Road	Atlanta Highway
Mountain View Road	McEver Road	Old Oakwood Road
Mud Creek Road	Old Cornelia Highway	Habersham County line
Myrtle Street	Jesse Jewel Parkway	Downey Boulevard
Oliver Road	Union Church Road	Winder Highway (SR 53)
Pea Ridge Road	Belton Bridge Road	Habersham County line
Roy Parks Road	Candler Road	Athens Highway
Skitts Mountain Road	Holly Springs Road	White County line
Spout Springs Road	I-985 (Exit 3)	Gwinnett County line
Spring Road	McEver Road Extension	Browns Bridge Road
Stephens Road	Jim Crow Road	Flat Creek Road
Talmo Road	Roy Parks Road	Belmont Highway
Thompsons Mill Road	Spout Springs Road	Gwinnett County line
Three Bridge Road	Harmony Church Road	Holly Springs Road
Union Church Road	Union Circle	Winder Highway
Union Circle	Spout Springs Road	Union Church Road
Yellow Creek Road	Thompson Bridge Road	Barkers Bend Drive
<i>Major Collectors</i>		
Atlanta Highway	Friendship Road	Jesse Jewel Road
Belmont Highway	Candler Road	Jackson County line
Bethel Road	Britt Whitmire	Dahlonega Highway
Beverly Road	Lakeview Drive	White Sulphur Road
Britt Whitmire Road	Mt. Vernon Road	Bethel Road
Brookton Lula Road	Clarks Bridge Road	Cleveland Highway
Candler Road	I-985 (Exit 5)	Jackson County line
Clarks Bridge Road	Cleveland Highway	Cleveland Highway
Clermont Highway	Dahlonega Highway	S.R. 284
County Line Road	Homer Highway	Highway 52
Dahlonega Highway	Cleveland Highway	Lumpkin County line
East Ridge Road	Athens Street	Old Cornelia Highway
Elrod Road	Price Road	Thompson Bridge Road
Frontage Road	Mundy Mill Road	Atlanta Highway
Gillsville Highway	Athens Highway	Highway 52
Holiday Road	Lake Lanier Islands	McEver Road (proposed realignment)
Holly Springs Road	Gillesville Highway	Jackson County line
Holly Springs Road	S.R. 284	Lula Road
Homer Highway	Old Cornelia Highway	County line
Hubert Stephens Road	Thompson Bridge Road	Mt. Vernon Road
Industrial Boulevard	Atlanta Highway	Bradford Street
Jesse Jewel Parkway	I-985 (Exit 7)	Old Cornelia Highway
Joe Chandler Highway	Old Cornelia Highway	Highway 52
Lights Ferry Road	McEver Road	Mitchell Street, Flowery Branch
Lula Road	S.R. 365	Clarks Bridge Road
Main Street, Flowery Branch	Mitchell Street, Flowery Branch	Railroad Avenue, Flowery Branch



McEver Road	Dawsonville Highway	Browns Bridge Road
Mitchell Street, Flowery Branch	Lights Ferry Road	Main Street, Flowery Branch
Mountain View Road	Old Oakwood Road	Atlanta Highway
Mt. Vernon Road	Thompson Bridge Road	Dahlonega Highway
Mundy Mill Road	McEver Road	I-985 (Exit 4)
Old Cleveland Road	S.R. 284	Cleveland Highway
Old Cornelia Highway	Highway 52	Habersham County line
Old Cornelia Highway	Jesse Jewel Parkway	Highway 52
Old Dahlonega Highway	Thompson Bridge Road	Lumpkin County line
Old Oakwood Road	McEver Road	Mountain View Road
Old Winder Highway	Winder Highway	Gwinnett County line
Poplar Springs Road	Atlanta Highway	Candler Road
Price Road	Old Thompson Bridge Road	Dawson County line
Railroad Avenue, Flowery Branch	Main Street, Flowery Branch	Spout Springs Road
Sardis Road	Price Road	Dawsonville Highway
Shallowford Road	Dawsonville Highway	Pearl Nix Parkway
Skitts Mountain Road	Lula Road	Holly Springs Road
Spout Springs Road	Railroad Avenue	I-985 (Exit 3)
Tanners Mill Road	Winder Highway	Candler Road
West Ridge Road	Queen City Parkway	Athens Street
White Sulphur Road	Beverly Road	S.R. 365
Yonah Road	Old Cornelia Highway	Banks County line

6. The remaining provisions of Title 17 (Zoning Regulations) of the Hall County Code of Ordinances shall remain as they were, unchanged by this amendment.

➤ **Excerpts from the minutes of the March 6, 2023 meeting**

**Applicant's Presentation:**

Randi Doveton, Planning Director, presented a summary of the request.

**Public Forum:**

*There were no comments in support or opposition.*

**Planning Commission Comments:**

Mr. Hunt questioned how the public will know what road is arterial. Ms. Doveton stated a list of the roads will be maintained by public works since it is subject to change and GIS mapping now has color coordination on the road to reflect so.

**Motion: A motion to approve was made by Ms. Pilcher and seconded by Mr. Varner. Vote: 5-0**



STATE OF GEORGIA  
COUNTY OF HALL

**A RESOLUTION TO AMEND THE CODE OF ORDINANCES OF HALL COUNTY**  
**WITH REGARD TO ZONING REGULATIONS**

**WHEREAS**, Hall County has developed comprehensive regulations governing zoning and development in the County found in Title 17 of the Official Code of Hall County, Georgia; and

**WHEREAS**, the County's Board of Commissioners wishes to alter current regulations to clarify the code relating to road frontage and setbacks from certain streets, to delete its current list of roads found in Appendix B and replace that list with updated lists, and provide for more clear designation and listing of various County roads; and

**WHEREAS**, the County's Board of Commissioners wishes to provide for a more efficient and clear method for defining and designating certain County roads for purposes of road frontage and setbacks, and

**WHEREAS**, the County's Board of Commissioners believes that these changes to its zoning and development regulations as described herein are in the best interests of residents and businesses of Hall County, Georgia, and would promote the public health, safety, and general welfare of such residents and businesses.

**NOW, THEREFORE**, the Board of Commissioners does hereby amend The Official Code of Hall County, Georgia as follows:

1.

Section 17.20.1110 (Definitions – Street, arterial) is hereby amended by deleting Section 17.20.1110 in its entirety and inserting in lieu thereof a new Section 17.20.1110 which provides as follows:



““Street, arterial” or “arterial street” means a major street, highway, or state route with intersections at grade and direct access to abutting property, on which geometric design and traffic control measures are used to expedite the safe movement of through traffic between major traffic generators. The County shall compile and maintain an approved record of arterial streets.”

2.

Section 17.20.1120 (Definitions – Street, collector) is hereby amended by deleting Section 17.20.1120 in its entirety and inserting in lieu thereof a new Section 17.20.1120 which provides as follows:

““Street, collector” or “collector street” means any street designed and located to collect traffic from intersecting minor streets while still giving access to abutting property, so as to conduct such traffic to and from a variety of destinations outside a single subdivision, neighborhood, or business district. The County shall compile and maintain an approved record of collector streets. See also “Street, residential collector”.”

3.

Section 17.20.1130 (Definitions – Street, connector) is hereby amended by deleting Section 17.20.1130 in its entirety and inserting in lieu thereof a new Section 17.20.1130 which provides as follows:

““Street, connector” or “connector street” means a street supplementary to the major state and U.S. highway systems running throughout the country and primarily a means of intercommunication between this system and smaller areas. The County shall compile and maintain an approved record of connector streets.”



4.

Section 17.240.040 (Setbacks from arterial streets) is hereby amended by deleting Section 17.240.040 in its entirety and inserting in lieu thereof a new Section 17.240.040 which provides as follows:

“No structure may be placed less than 100 feet from the center line of an arterial street (as defined in Section 17.20). The County maintains an approved list of arterial streets per Section 17.20.”

5.

Chapter 17 of the Hall County Code is further amended by deleting Appendix B thereto in its entirety.

6.

The remaining provisions of Title 17 (Zoning Regulations) of the Hall County Code of Ordinances shall remain as they were, unchanged by this amendment.

**SO RESOLVED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**HALL COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Richard Higgins, Chairman

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney









## AGENDA ITEM

### Planning and Development

---

**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 134/2023

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution to amend the Hall County Code of Ordinances, Sections 16.20.090 and 16.50.040, relating to road frontage on arterial or collector streets, subject to review and approval by County Attorney.

---

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** RD

**Recommendation:**  
Approval.

#### Purpose of Request:

Approval and authorization for the Chairman to execute a resolution to amend the Hall County Code of Ordinances, Sections 16.20.090 and 16.50.040, relating to road frontage on arterial or collector streets, subject to review and approval by County Attorney.

#### History:

#### Facts and Issues:

This amendment reduces the required road frontage on arterial and collector streets from 150 feet to 90 feet.

#### 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	CR	JR	

**Attachments:**

Board Memo  
Resolution





# Hall County Government

## COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
**Srikanth Yamala**

PLANNING AND DEVELOPMENT  
DIRECTOR  
**Randi Doveton**

**To:** Richard Higgins, Chairman  
Kathy Cooper, District 1 Commissioner  
Billy Powell, District 2 Commissioner  
Gregg Poole, District 3 Commissioner  
Jeff Stowe, District 4 Commissioner

**From:** Randi Doveton, Director of Planning and Development

**Date:** March 6, 2023

**Subject:** **Sections 16.20.090, and 16.50.040 | Text Amendment**  
| Proposed new Sections 16.20.090, and 16.50.040. A  
copy of the proposed amendment is available from the  
Hall County Planning office | All Commission Districts |  
**Hall County Planning, applicant.**

The request before you is for a text amendment to Sections 16.20.090 and 16.50.040 of the Hall County Code. This amendment is related to various issues related to road frontage requirements for arterial and collector streets. The resolution with proposed text is included in your packet. This item has an accompanying amendment to Title 17 which was recommended for approval by the Planning Commission on March 6, 2023 as presented.



STATE OF GEORGIA

COUNTY OF HALL

**A RESOLUTION TO AMEND THE CODE OF ORDINANCES OF HALL COUNTY**

**WITH REGARD TO SUBDIVISION REGULATIONS**

**WHEREAS**, Hall County has developed comprehensive regulations governing subdivisions in the County found in Title 16 of the Official Code of Hall County, Georgia; and

**WHEREAS**, Hall County has amended its zoning and development regulations found in Title 17 of the Official Code of Hall County, Georgia regarding road frontage and arterial and collector streets; and

**WHEREAS**, the County's Board of Commissioners wishes to alter the County's subdivision regulations, and particular its ordinances relating to road frontage on arterial or collector streets so as to reduce the minimum road frontage subject to review by the County's engineers, and to make the County's subdivision regulations consistent with the zoning code as to the definition of collector streets; and

**WHEREAS**, the County's Board of Commissioners believes that these changes to its subdivision regulations as described herein are in the best interests of residents and businesses of Hall County, Georgia, and would promote the public health, safety, and general welfare of such residents and businesses.

**NOW, THEREFORE**, the Board of Commissioners does hereby amend The Official Code of Hall County, Georgia as follows:



1.

Section 16.20.090 (Collector street) is hereby amended by deleting Section 16.20.090 in its entirety and inserting in lieu thereof a new Section 16.20.090 which provides as follows:

“Collector street” shall have the same meaning as contained in Chapter 17.20 of the Hall County Zoning Code.”

2.

Section 16.50.040 (Access) is hereby amended by deleting Section 16.50.040 in its entirety and inserting in lieu thereof a new Section 16.50.040 which provides as follows:

“Access to every subdivision lot shall be provided over a public road or over a common access driveway which meets the standards set forth in the driveway regulations. The planning commission may control access to freeway, expressway, arterial, and collector roads by requiring all buildings to face and have access to only minor roads. (See planning department for guidelines.) In any subdivision not involving the construction of new roads and in any minor subdivision (as defined by the Hall County zoning regulations), all new lots accessing a road designated as an arterial street or collector street (as defined in Chapter 17.20 of the Hall County Code) shall have a minimum frontage of 90 feet, with driveways identified and approved by the Hall County Engineer or his or her designee to ensure adequate sight distance for vehicles entering the roadway to avoid collisions.”

3.

The remaining provisions of Title 16 (Subdivisions) of the Hall County Code of Ordinances shall remain as they were, unchanged by this amendment.



**SO RESOLVED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**HALL COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Richard Higgins, Chairman

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
County Attorney









## AGENDA ITEM

### Planning and Development

---

**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 133/2023

**SUBJECT:** Approval and authorization for the Chairman to execute a resolution to amend the Hall County Code of Ordinances, Chapter 12.20 entitled "County Road System", subject to review and approval by County Attorney.

---

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** RD

**Recommendation:**  
Approval.

#### Purpose of Request:

Approval and authorization for the Chairman to execute a resolution to amend the Hall County Code of Ordinances, Chapter 12.20 entitled "County Road System", subject to review and approval by County Attorney.

#### History:

#### Facts and Issues:

This item is related to the County's Road System and designation of roads. The amendment includes addition of three new sections dealing with developments with private roads; public streets that are privately maintained; and procedures for accepting roads that do not meet county standards.

#### 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	CR	JR	

---

**Attachments:**

Board Memo

Resolution

Exhibit A (Chapter 12.20)





# Hall County Government

## COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435

GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
**Srikanth Yamala**

PLANNING AND DEVELOPMENT  
DIRECTOR  
**Randi Doveton**

**To:** Richard Higgins, Chairman  
Kathy Cooper, District 1 Commissioner  
Billy Powell, District 2 Commissioner  
Gregg Poole, District 3 Commissioner  
Jeff Stowe, District 4 Commissioner

**From:** Randi Doveton, Director of Planning and Development

**Date:** March 6, 2023

**Subject:** **Chapter 12.20 | Text Amendment** | Proposed new chapter 12.20. A copy of the proposed amendment is available from the Hall County Planning office | All Commission Districts | **Hall County Planning, applicant.**

The request before you is for a text amendment to Chapter 12.20 of the Hall County Code. This amendment is related to various issues related to road classifications. The resolution and proposed text are included in your packet. This item has an accompanying amendment to Title 17 which was recommended for approval by the Planning Commission on March 6, 2023 as presented.



STATE OF GEORGIA

COUNTY OF HALL

**A RESOLUTION TO AMEND THE CODE OF ORDINANCES OF HALL COUNTY**

**WITH REGARD TO THE COUNTY ROAD SYSTEM**

**WHEREAS**, Hall County has enacted ordinances entitled “County Road System” that include provisions relating to Hall County’s Official Road Map and Road System found in Chapter 12.20 of The Official Code of Hall County, Georgia; and

**WHEREAS**, the County has conducted a review and analysis of said Chapter 12.20 of its Official Code and determined that revisions to said Chapter are warranted; and

**WHEREAS**, the warranted changes include changes to the system utilized by the County to admit certain roads into the County’s Road System and/or its designation of certain roads for purposes of its Code; and

**WHEREAS**, the changes to said Chapter 12.20 of the Official Code of Hall County are attached hereto as Exhibit A; and

**WHEREAS**, the Board of Commissioners has determined that the revisions to Chapter 12.20 of The Official Code of Hall County, Georgia attached hereto as Exhibit A are in the best interest of the residents of Hall County, and will promote the health, safety, and general welfare of the residents and businesses in Hall County.

**NOW, THEREFORE**, the Board of Commissioners does hereby amend The Official Code of Hall County, Georgia as follows:



1.

Chapter 12.20 of The Official Code of Hall County is hereby amended by deleting Chapter 12.20 in its entirety and by inserting in lieu thereof a new Chapter 12.20 which provides exactly as described in Exhibit A attached hereto.

2.

The remaining provisions of The Official Code of Hall County shall remain as they were, unchanged by this amendment.

**SO RESOLVED**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**HALL COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Richard Higgins, Chairman

ATTEST:

\_\_\_\_\_  
Jennifer Rivera, County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William J. Linkous III, County Attorney



## Exhibit A

### CHAPTER 2.20. – COUNTY ROAD SYSTEM

#### **12.20.010. – Established; official road map.**

The county will recognize and maintain as part of the county road maintenance system (hereinafter “system”) those publicly maintained roads or streets within the county which are shown on the official road map of the county dated November 10, 1975, as revised from time to time, and those roads or streets which have been accepted into the system by action of the county board of commissioners, since the latest revisions to the map. A road which is accepted into the system shall be known as a publicly maintained road.

#### **12.20.020 – Road acceptance standards.**

The board of commissioners or its designee shall establish standards for acceptance for various classes of roads accepted into the county’s system. These standards shall be known as the county road maintenance system acceptance standards (hereinafter “standards”). Except as provided in this Chapter, all persons applying for acceptance of a road into the system must establish compliance with the provisions of the standards.

#### **12.20.030 – Contents of application for road acceptance.**

Owners of property which abuts a road adjacent to a publicly maintained road may petition the board of commissioners for acceptance of the road into the system by making application to the county’s department of Public Works and Utilities (hereinafter “department”).

- A. In all cases, the application shall contain the following:
  - 1. The name, address, telephone number, and signature of each owner adjacent to the road which is proposed for acceptance;
  - 2. An adequate description of the road sought to be accepted into the county’s system that reasonably describes it for purposes of land records, such as by legal description, survey, plat, or other sufficient methods;
  - 3. Proof of express dedication of the road to public use evidenced by a right-of-way deed, properly executed, witnessed, and notarized in accordance with state law and acceptable for recording, and conveying to the county the minimum necessary right-of-way required for the class of road involved according to then existing standards, or proof of implied dedication as evidenced by permitted open, continuous, and notorious use by the public, or both;
  - 4. Proof of express acceptance by the board of commissioners of such dedication evidenced by entry on the minutes of the commission or proof of implied acceptance of such dedication by acts of the county constituting maintenance, improvement, or control over the road;
  - 5. Proof that the road is a road dedicated to the public and open to vehicular traffic, and is not a private road, a developer’s road, or a driveway;
  - 6. Proof that there is an average of one house per 500 linear feet of road; and
  - 7. Proof that the road serves a public purpose.
- B. As to roads which were previously publicly maintained roads, the application shall also contain:



1. Proof that the road was previously a publicly maintained road, maintained by the county, which burden of proof shall be on the applicant(s);
  2. If the road needs to be upgraded to a condition that allows for county maintenance, a proposal for the payment of fees sufficient to cover the costs of the necessary upgrade. The Department of Public Works and Utilities shall determine the amount of the fees to be paid, and the department's determination must reflect the cost of providing the necessary upgrading to the road. To the extent that the creation of a special taxing district is necessary in order to ensure that the fees are paid in full, the county is authorized to create such a district and assess it accordingly. In such an instance, the proposal for the payment of fees shall request that the county create such a district, and provide all of the information on the properties and property owners covered by the district that is necessary to implement accurate and timely assessments.
- C. As to roads which have never been part of the system, or as to which the applicant(s) cannot meet the burden of proof required in subsection B of this section, the application shall also contain proof that the road meets minimum standards for acceptance into the system for that class of road, as provided by the existing standards.

#### **12.20.040 – Hearing on application for road acceptance.**

Upon submission of a properly completed application, the county's department of Public Works and Utilities shall consider the application and prepare a written recommendation within 60 days of the submission of a completed application. The application and the department's written recommendation shall then be forwarded to the Planning Commission, together with all related documentation, which shall consider the application and recommendation at a meeting within 60 days of its submission to the Planning Commission. The Planning Commission shall consider the application, recommendation, and documentation and shall conduct a public hearing and then make a recommendation to the board of commissioners as to whether to accept or reject the application, and shall forward its recommendation, together with the application, departmental recommendation, and any additional documentation to the board of commissioners. The board of commissioners shall then, at a regularly scheduled public meeting, consider the application, departmental recommendation, Planning Commission recommendation, and any additional documentation and shall either approve the acceptance of the road or deny the acceptance of the road.

#### **12.20.050 – Procedure for road abandonment.**

Whenever the board of commissioners determines that a section of the county road system has for any reason ceased to be used by the public to the extent that no substantial public purpose is served by it or that its removal from the county road system is otherwise in the best public interest, the county, by certification recorded in its minutes, accompanied by a plat or a sketch, and, after notice to property owners located thereon, and after notice of such determination is published in the newspaper in which the sheriff's advertisements for the county are published once a week for a period of two weeks, and after a public hearing on such issue, may declare that section of the county road system abandoned. Thereafter, that section of road shall no longer be part of the county road system and the rights of the public in and to the section of road as a public road shall cease. Prior to certifying the abandonment of a road or section thereof, the county shall give notice of its intention to any municipality into which or



through which any part of such road passes. To the extent that the above-referenced procedures differ from those provided by Title 32 of the Georgia Code, the provisions of the Georgia Code shall control. The County shall comply with Title 32 of the Georgia Code in disposal of any property interest in any county road or street.

#### **12.20.060 – Creation of special taxing district for road improvements.**

Pursuant to the Georgia Constitution, Article IX, Section II, Paragraph VI, a special district may be created for the purpose of providing street and road construction, maintenance, repair, and/or improvement.

- A. *Creation of special taxing district.* A special district may be created by resolution or ordinance of the Hall County Board of Commissioners within the unincorporated land district of Hall County, Georgia, which special district shall be composed of all of that land abutting the previously maintained public right-of-way proposed to be improved. The implementing resolution or ordinance of the board of commissioners will contain a description that adequately describes the boundaries of any such special taxing district.
- B. *Burden of proof.* Proof that the road or street proposed to be improved was a previously maintained public way shall be on the applicants or petitioners.
- C. *Assessment provisions.* The owner of each parcel of land in such special district shall be assessed a road improvement fee. Assessments for each affected property parcel shall be made in a fair and reasonable manner with assessments being directly tied to the purpose of providing adjacent road and street improvements. Such assessments shall become a lien against each parcel of real estate in such special district when assessed in the same manner as all other real estate tax assessments.
- D. *Payment of assessments.* The assessments provided for in paragraph B of this section shall be included in the land owner's real estate tax assessment and shall be payable in the same manner as other real estate taxes on said parcel.
- E. *Delinquency.* Failure to pay any assessment provided for in this section shall subject the responsible party to the same liens and penalties provided for failure to pay other real estate taxes on said parcel and will result in the delinquency of the entire account of said parcel. Such assessment will not be deemed paid until all real estate taxes for such parcel, including the special assessment, are paid in full.
- F. *Revenue from assessments.* The proceeds of the assessments provided for herein shall be used exclusively to defray the cost of providing road and street improvements for such special district.
- G. *Petition requirements.* As a prerequisite to the consideration of the creation of a special taxing district as provided herein for street and road construction maintenance, repair, and/or improvement, 80 percent of the landowners of the property adjacent to the previously maintained public right-of-way to be improved must petition in the affirmative the board of commissioners of Hall County asking for the creation of a special taxing district for road and street improvement.



#### **12.20.070 – Developments with private roads.**

Any residential development or subdivision which includes private streets, either designated as such on the development plat or otherwise, and which seeks approval and permitting by the County must demonstrate the formation of a homeowners' association which will be responsible for the maintenance and upkeep of all private streets therein. The County shall not approve the plat for any residential subdivision or development containing private streets which does not sufficiently demonstrate to the county's administrative officials that a homeowners' association has been created and that the association has been given the full power and responsibility for future maintenance of all private streets within the development. All such private roads shall comply with the existing road standards adopted by Hall County.

#### **12.20.080 – Public streets privately maintained.**

- A. As of the date of the enactment of this ordinance, the county shall not designate any additional roads or streets in the unincorporated area of the county as a "public road privately maintained" on the official county road map, and no additional roads shall be accepted or designated as such after the date of the enactment hereof. All future roads shall be designated as either a private road with private maintenance or accepted into the County's public road system.
- B. Within sixty (60) days of the enactment of this ordinance, the department of Public Works and Utilities shall compile a full and accurate list of all of the existing roads and streets within the unincorporated limits of Hall County, Georgia that have been designated as a "public road privately maintained" on the county's official road map. The list shall be maintained in the department in order to keep accurate record of the designated roads and streets. Any road or street within the unincorporated limits of Hall County, Georgia that is not on the maintained list containing all roads designated "public road privately maintained" shall be designated as either a public road or a private road privately maintained.
- C. All existing streets, roads, ways, easements, and all other forms of access avenues that have been designated as "public road privately maintained" by the County shall be maintained solely by the private parties having an interest therein.

#### **12.20.090 – Procedure for acceptance of roads not meeting road acceptance standards.**

Owners of property which abuts a road that does not meet the county's road acceptance standards adjacent to a publicly maintained road may petition the county's board of commissioners for acceptance of the non-standard road into the system by making application to the county's department of Public Works and Utilities (hereinafter "department").

- A. In all cases, the application shall contain the following:
  - 1. The name, address, telephone number, and signature of each owner adjacent to the road which is proposed for acceptance;



2. An adequate description of the road sought to be accepted into the county's system that reasonably describes it for purposes of land records, such as by legal description, survey, plat, or other sufficient methods;
  3. Proof that the road is a road open to public vehicular traffic, and is not a private road, developer's road, or driveway;
  4. Proof that the road serves a public purpose; and
  5. Adequate factual circumstances justifying the acceptance of the road into the county's road system.
- B. Applications not properly completed will be returned with instructions as to the deficiencies noted by the department.
- C. Upon submission of a properly completed application, the county's department of Public Works and Utilities shall consider the application and prepare a written recommendation within 60 days of the submission of said application. The application and the department's written recommendation, together with all related documentation, shall then be forwarded to the Planning Commission, which shall consider the application and recommendation at a meeting within 60 days of its submission to the Planning Commission. The Planning Commission shall consider the application, recommendation, and documentation and shall conduct a public hearing and then make a recommendation to the board of commissioners as to whether to accept or reject the application, and shall forward its recommendation, together with the application, departmental recommendation, and any additional documentation to the board of commissioners. The board of commissioners shall then, at a regularly scheduled public meeting, consider the application, departmental recommendation, Planning Commission recommendation, and any additional documentation and shall either approve the acceptance of the road or deny the acceptance of the road, subject to and contingent upon the creation of a special taxing district as described in subsection D.
- D. If following the process in subsection C the board of commissioners determines that a road which does not meet the county's minimum road acceptance standards should be accepted into the county's road system, the road shall only be accepted into the county's system contingent upon the creation of a special taxing district pursuant to Code section 12.20.060, which shall be for the purpose of providing street or road construction, maintenance, repair, and/or improvement of the accepted road. Following the road's acceptance by the board of commissioners, the department of Public Works and Utilities shall determine the extent of the construction, maintenance, repair, and/or improvement of the road necessary to ensure: (1) continued safety for public travel on the road, (2) acceptable construction and maintenance of drainage facilities on or near the road, and (3) proper maintenance of the road surface. Based thereon, the department shall determine the parameters of the special taxing district and subsequently inform all landowners of the amount, extent, and duration of the resulting assessment, and the County shall then create the necessary special taxing district via resolution or ordinance.
- E. As to all roads accepted into the county's road system pursuant to this section that do not meet the county's road acceptance standards, the department of Public Works and Utilities shall maintain a list of all such roads, and shall include in each such list an accurate description of the extent and boundaries of the road so accepted, the construction, maintenance, repair,



and/or improvement of the road done by the county, and the amounts assessed to each landowner pursuant to the special taxing district.

- F. Should the landowners fail to fulfill their obligations to the special taxing district as assessed by the county, the county shall have the right to remove the road from its public road system and cease all construction, maintenance, repair, and/or improvement of the road, and shall have no further such obligation.





## AGENDA ITEM

### Public Works and Utilities

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**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 84/2023

**SUBJECT:** Approve the award of Task Order #2023-012 under RFP #39-001 Demand Services for On-Call Contractors for Construction of a Right-Turn Lane on Jim Hood Road at Mount Vernon Road for Public Works & Utilities to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$283,665.19.

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#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** BN

**Recommendation:**  
Approve

#### Purpose of Request:

Jim Hood has a very strong right turn angle design that causes school traffic to back-up (stacking) when motorists attempt to access Mount Vernon Elementary School. This Transportation Improvement Program's scope of work will make the turn more of a 90 degree angle, thus making it much safer for motorists to see when turning and should enhance traffic flow and motorist safety.

#### History:

The Chattahoochee Group, Inc. is a current Demand Services On-Call Contractor in good standing with the County, who provided the lowest cost for competitively bid Task Order #2023-012.

#### Facts and Issues:

This work is a SPLOST VII intersection improvement project and will increase the right-turn capacity for traffic on Jim Hood Road. The work will be scheduled to begin in late May to minimize conflict with the nearby Mount Vernon Elementary School.

#### Options:

**Funding Requested**

\$ 283,665.19

**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?**

2023-02-20

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
AP	BN	BN	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
EW	WG	WLI	CR
<b>Clerk</b>			
JR			

**Attachments:**

Financial Supplement

Contract

Exhibit B - Jim Hood Rd Civil Plan

Proposal

Notice of Intent to Award

Bid Tab Summary

Required Insurance COI

Performance and Payment Bonds





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

**AGENDA ITEM 84/2023**

**Funds Requested:** \$ 283,665.19

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VII

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2023	027 - SPLOST VII	908 - SP-VII INTERSECTION IMPRV	5009 - INFRASTRUCTURE	\$283,665.19

**Budget Transfer Items:**

**Additional Information/Comments:**

Frank Miller, fmiller@hallcounty.org

**Contact for Questions:** JG

**Phone:**

jorge.gomez@hallcounty.org





Hall County Government  
FINANCIAL SERVICES

**CONTRACT # 2023-012**

For the provision of Demand Services for  
**Construction of Right-Turn Lane on Jim Hood Road  
At Mount Vernon Road**

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

**ARTICLE #101 - INTRODUCTION**

This Contract for Construction of Right-Turn Lane on Jim Hood Road At Mount Vernon Road, (hereinafter "Services") with an Effective Date \_\_\_\_\_ is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Chattahoochee Group, Inc. located at 220 Carter St, Clermont, GA 30527 (hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

**Whereas**, the parties do mutually desire to enter into this Contract to document the provision of Services or other valuable consideration by the Contractor to the County in exchange for payment as compensation.

"This Contract is the result of Task Order #2023-012, the Contractor's response to the Task Order, the Scope of Work, Exhibits, Attachments, and references are all incorporated herein by reference. Therefore, in consideration of the terms-and-conditions and mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged by both parties, the parties hereto agree as follows:

**ARTICLE #102 – CONTRACT**

- A. Contractor agrees to provide the Services to the County as detailed herein in the Scope of Work, and for locations and services as described as Grading, Survey, Asphalt, Striping, Curb and gutter, Erosion control, Demo, Fencing, Traffic control. Price to include all material to complete proposed items, all cost associated with necessary equipment needed to complete scope, all taxes and fees for materials.
- B. County hereby agrees to the compensation as provided in the attached bidder's response which is-herein-incorporated thereof by



reference, for the cost of for the sum-not-to-exceed \$283,665.19.  
All payments are in arrears.

C. Reserved.

**ARTICLE #103 - NOTICES:**

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

**COUNTY PROJECT MANAGER**

Jorge Gomez, PE  
Assistant County Engineer  
Hall County Public Works  
2875 Browns Bridge Rd  
Gainesville, GA 30504  
[Jorge.gomez@hallcounty.org](mailto:Jorge.gomez@hallcounty.org)  
Office (770) 533-759

**COUNTY ISSUING OFFICER**

Andy Penick, CPSM, GCPM, GCPA, MBA  
Purchasing Manager  
Hall County Finance Department  
2875 Browns Bridge Rd  
Gainesville, GA 30504  
[apenick@hallcounty.org](mailto:apenick@hallcounty.org)  
Office (770) 531-4939

**CONTRACTOR'S CONTACT INFO**

Enter Name Megan Thomas  
Enter Title CFO  
Enter Legal Company Name Chattahoochee Group, Inc.  
Enter Street Address 220 Carter St.  
Enter City, State, Zip Clermont, GA 30527  
Enter Email Address mthomas@chattgroupinc.com  
Enter Phone 770-983-7004

**REMIT-TO ADDRESS**

Company's FEIN # 581994442  
PO BOX/DRAWER PO Box 172  
Enter Legal Company Name Chattahoochee Group, Inc.  
Enter Street Address 220 Carter St.  
Enter City, State, Zip Clermont, GA 30527  
Enter Email Address mthomas@chattgroupinc.com  
Enter Phone 770-983-7004

**ARTICLE #104 – NON-EXCLUSIVE RIGHTS:**

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

**ARTICLE #105 – CONTRACT TERM:**

- A. **Initial Contract Term.** This Contract is effective on the date of signature shown in *ARTICLE #101* by all parties unless a future date is so noted on this contract. The term will last until completion.
- B. **Contract Renewal.** Reserved
- C. **Contract Extension.** Reserved



#### **ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:**

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

#### **ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:**

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

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

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

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



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

- B. Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.
- C. Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor.

#### **ARTICLE # 108 - TERMINATION:**

Either party may terminate this Contract by providing thirty (30) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section 4 above, Contractor shall provide the County with all deliverables up to the date of termination (30 days after the notice is provided), and the County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience.** Following thirty (30) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
  2. The County determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur.
  3. The Contractor fails to make substantial and timely progress toward performance of the Contract.



4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

**C. Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice;
2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,
3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

**C. Termination Due to Non-Availability of Funds.**

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

**D. Termination due to Failure of Contractor to Act.**

The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:



1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.
2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.
4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

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

F. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:

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



**ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:**

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

**ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:**

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

**ARTICLE #111 – USE OF THIRD PARTIES (Sub-Contractors):**

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

**ARTICLE #112 – SUPERSEDES FORMER CONTRACTS**

Unless otherwise specified in the Contract, this Contract supersedes all prior Contracts or Agreements between the County and the Contractor for the Services provided in connection with the Contract.

**ARTICLE #113 - SEVERABILITY:**

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

**ARTICLE # 114 - RECORDS:**

- A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.
- B. **Record Retention and Access.** The Contractor agrees to maintain books, records, and documents in accordance with generally accepted accounting principles and procedures,



and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract, for a period of at least five (5) years, following the date of final payment or completion of any required audit, whichever is later. The Contractor is required to keep both financial records and service records.

**ARTICLE # 115 - ADDITIONAL TERMS:**

- A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.
- B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

**ARTICLE # 116 - WAIVER:**

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

**ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:**

- A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.
- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.



**ARTICLE # 118– INSURANCE REQUIREMENT:**

A. **Insurance Requirements.** The Contractor must maintain and warrant to Hall County insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list Hall County, Georgia, as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

The policy must protect the Contractor and the County (as a Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract.

The Contractor must maintain the following insurance coverage during the term of the Contract, in at least the minimum amounts set forth below, to cover all loss and liability for damages on account of bodily injury, including death therefrom, and injury to or destruction of property caused by or arising from any and all services carried on and any and all work performed by the Contractor pursuant to this Contract:

1. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

- |    |  |            |
|----|--|------------|
| a. | Bodily injury by accident - per employee | \$ 100,000 |
| b. | Bodily injury by disease - per employee  | \$ 100,000 |
| c. | Bodily injury by disease – policy limit  | \$ 500,000 |

2. Commercial General Liability Policy with at least the following minimum coverage:

- |    |   |             |
|----|---|-------------|
| a. | Each Occurrence Limit                   | \$1,000,000 |
| b. | Personal & Advertising Injury Limit     | \$1,000,000 |
| c. | General Aggregate Limit                 | \$3,000,000 |
| d. | Products/Completed Ops. Aggregate Limit | \$2,000,000 |



Automobile Liability with at least the minimum coverage: \$1,000,000  
Combined Single Limit to cover Any Vehicle, leased or rented by the Contractor

3. Umbrella Liability, Excess Liability per Occurrence \$2,000,000  
Aggregate \$2,000,000

It shall be the responsibility of the Contractor to require all of its sub-Contractors to maintain Commercial General Liability insurance with business automobile liability coverage with companies and limits as stated above, and to provide a certificate evidencing that such insurance is in effect upon request. Endorsement must be provided with the insurance certificate.

- B. **Insurance Certificates and General Requirements.** No Contract performance shall occur unless and until the County receives required insurance certificates.

The insurance certificate must reference the Contract number assigned by the County and document that the liability coverage purchased by the Contractor includes contractual liability coverage to insure the indemnity agreement as stated herein.

- C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this section shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.

- D. **Waiver of Subrogation.** There is no-waiver of subrogation rights by either Party with respect to insurance.

**ARTICLE # 119 – NO WAIVER:**

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



- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** Contractor warrants that its employees will not use, drive or otherwise operate any County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

**ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS & OWNERSHIP:**

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

**ARTICLE # 121 - COMPENSATION:**

- A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response, which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made in arrears to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
- B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
- C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
- D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

**ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:**

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



"issued" when the e-mail containing the PO is sent by the County to the Contractor.

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

The County will not be liable for payment for any work or product with the issuance of a verbal communication. The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS & MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

**B. Invoice/Payment.**

1. Contractor shall invoice the County via email **[List]** solely to [accountspayable@hallcounty.org](mailto:accountspayable@hallcounty.org) and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the Contractor's pricing set forth in *ARTICLE #102*.
2. Each invoice shall include the Contractor's current "Remit to" address; a description of the Services provided; the invoice amount; the Contract number; and the associated PO number issued. Each properly prepared invoice must be sent in accordance with the instructions listed on the PO. Standard payment terms are net 30 days (N30) in arrears from the date the invoice is accepted, following delivery of the Services.
3. The County does not pay for services not yet received but only in arrears.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

**C. Unsatisfactory Performance; Delay of Payment.**

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed



therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).

2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
- D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
- E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
- F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

#### **ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS**

The Contractor must furnish to the County a Performance Bond equal to one-hundred percent (100%) of the Contract's total initial term dollar amount, and additionally a Payment Bond equal to one-hundred percent (100%) of the total initial term dollar amount. After receipt of the bonds, the County will issue a Notice-to-Proceed. Only surety companies licensed to do business in the State of Georgia are acceptable. The Contractor is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

**The County must receive all bonding instruments prior to the commencement of any work.**

#### **ARTICLE #124 – RETAINAGE (not applicable on this contract)**

"Retainage (if required) will be withheld by Hall County in compliance with Georgia law. Hall County may hold up to ten-percent (10%) **retainage** throughout the entire project and will release said retainage at the point of final completion and final acceptance by the County."



#### **ARTICLE #125 – VENUE AND GOVERNING LAW**

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

#### **ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE**

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

#### **ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:**

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

#### **ARTICLE # 128 – ORDER OF PRECEDENCE:**

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

- A. First, any amendments to the Contract, including all Exhibits thereto.
- B. Second, the Contract itself, including all Exhibits thereto.
- C. Third, Attachments appended to the Contract.



**ARTICLE # 129-- CONTRACT EXHIBITS AND ATTACHMENTS:**

The Parties mutually acknowledge that any following Exhibits and Attachments listed below made a part of this Contract, as though expressly written in the RFQ/P documents and the bidder's response, are-herein-incorporated into this contract by reference.

**EXHIBIT A – Bidder's Response**

**EXHIBIT B - Plans**

**ARTICLE # 130 - ENTIRE CONTRACT:**

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

**ARTICLE # 131-- VALIDITY**

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

**ARTICLE #132 – SALES TAX EXEMPTION STATUS**

The County is exempt from Federal Excise Taxes and from Georgia State and Local Sales and Use Taxes on the Services. The Contractor may request a copy of the County's Georgia Sales and Use Tax Exemption Certificate.

**ARTICLE #133 – HOLD HARMLESS AGREEMENT**

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



#### **ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS**

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5%) of the total cost and not less than fifteen (15) days terms. A supplier simply offering a discount does not constitute the County's acceptance of such, and the County is not be bound to the offer.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.



18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.



39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

**IN WITNESS WHEREOF** said Parties have hereunto affixed their signature and seal on the day, month, and year first above written:

**CHATAHOOCHEE GROUP, INC.**

By: Megan Thomas

Title: CFO

Print Name: Megan Thomas

Sworn to and subscribed before me this

17 Day of February, 2023

Notary Public: Tamara Norsworthy

Notary commission expires: 6/2/26



**HALL COUNTY, GEORGIA**

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

Richard Higgins, Chairman  
Hall County Board of Commissioners

Attestment: \_\_\_\_\_

County Clerk

Sworn to and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2022

Notary Public: \_\_\_\_\_

Notary commission expires: \_\_\_\_\_

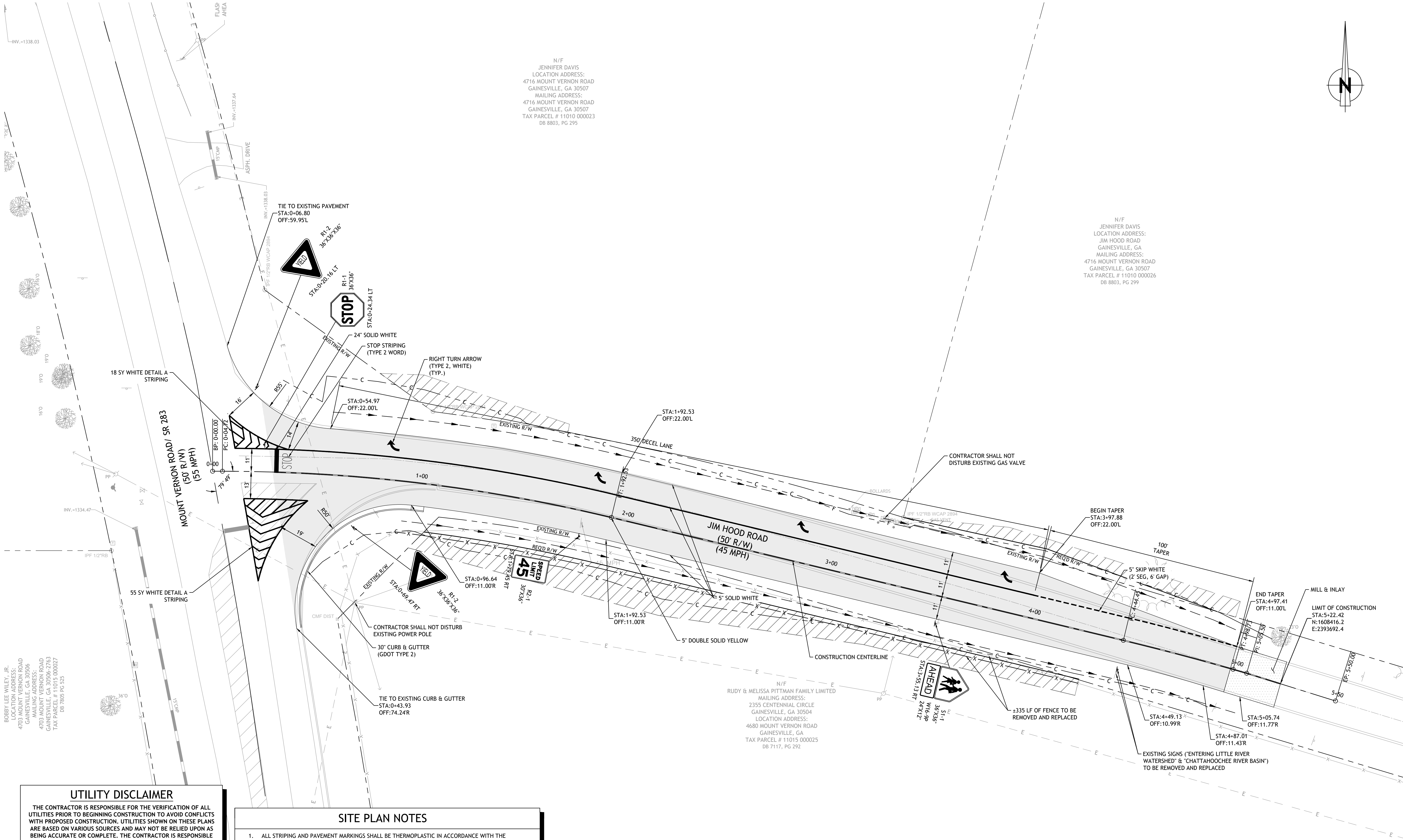
[Locus Sigilli]

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Van Stephens, County Attorney,  
William Linkous, Deputy County  
Attorney or designee



I:\FOR DATA\TRANSPORTATION\HALL\0064-9033 JM HOOD & RILLA ROAD AT HALL COUNTY\04 DRAWINGS\0064-9033\_C.DWG, 11/1/2022 3:25 PM



#### UTILITY DISCLAIMER

THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION TO AVOID CONFLICTS WITH PROPOSED CONSTRUCTION. UTILITIES SHOWN ON THESE PLANS ARE BASED ON VARIOUS SOURCES AND MAY NOT BE RELIED UPON AS BEING ACCURATE OR COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR CALLING THE UTILITIES PROTECTION CENTER, INC. AT 811 (1-800-282-7411) AT LEAST 48 HOURS PRIOR TO EXCAVATING ACTIVITIES TO HAVE ALL UTILITIES MARKED WITHIN AND ADJACENT TO THE WORK AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL UTILITIES THAT ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

#### SITE PLAN NOTES

- ALL STRIPING AND PAVEMENT MARKINGS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, MOST RECENT EDITION.
- ALL SIGNAGE SHALL CONFORM WITH THE MANUAL FOR UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), MOST RECENT EDITION.
- VERTICAL AND/OR HORIZONTAL CURB HEIGHT OR GUTTER WIDTH TRANSITIONS SHALL OCCUR IN 6 FEET UNLESS OTHERWISE DETAILED.



	NAME	DATE		NAME	DATE
DESIGNED BY	CW	11/01/2022	DRAWN BY	CW	11/01/2022
CHECKED BY	BS	11/01/2022	CHECKED BY	BS	11/01/2022
SUPERVISED BY					

HALL COUNTY, GEORGIA

JIM HOOD ROAD IMPROVEMENT  
SITE PLAN

DRAWING  
NUMBER  
CS101





Hall County Government  
FINANCIAL SERVICES

## Notice of Intent to Award

TASK ORDER #2023-012

Construction of Right-Turn Lane on Jim Hood Road  
at Mount Vernon Road

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

Hall County, Georgia, hereby gives Notice of its Intent to Award Task Order #2023-012 to Demand Services On-Call Contractor Chattahoochee Group, Inc. located at 220 Carter St, Clermont, GA 30527.

The Scope of Work follows as per the bidder's response is to provide all material, equipment and labor to perform the following work based on plans dated 11/01/2022 to include: Grading, Survey, Asphalt, Striping, Curb and gutter, Erosion control, Demo, Fencing, Traffic control, and General conditions.

For the sum-not-to-exceed \$279,473.09, paid in arrears after receipt of an approved invoice and inspection of work. Performance and Payment Bonds equal to 100% of the awarded amount are required prior to work beginning at a sum-not-to-exceed \$4,192.00

General Conditions (Inclusions):

- Price includes all material to complete proposed items
- Price includes all costs associated with necessary equipment need to complete above-described scope
- Price includes all taxes and fees for material used

General Conditions (Exclusions):

- Any costs associated with permitting (if needed)
- Anything not specifically included considered excluded
- Third party inspections
- Water meter removals

Sincerely;

Andy Penick  
Issuing Officer  
Hall County, Georgia  
[apenick@hallcounty.org](mailto:apenick@hallcounty.org)

*Megany Penick*  
3/11/23



02-10-2023

## **Proposal**

### **Hall County Government**

Job Description: Jim Hood Turn Lane

Chattahoochee Group, Inc. proposes to provide all material, equipment and labor to perform the following scope based on plans dated 11/01/2022:

- 1 – Grading***
- 2 – Survey***
- 3 – Asphalt***
- 4 – Striping***
- 5 – Curb and gutter***
- 6 – Erosion control***
- 7 – Demo***
- 8 – Fencing***
- 9 – Traffic control***
- 10 – General conditions***

***Cost: \$279,473.09***

***Bond (if needed): \$4,192.00***

***Total Cost: \$283,665.19***

Notes:

- Price assumes 1.5" overlay on existing asphalt and full depth asphalt on widening areas
- Leveling course as needed - \$173.00 per ton





*General Conditions (Inclusions):*

- *Price includes all material to complete proposed items*
- *Price includes all costs associated with necessary equipment need to complete above-described scope*
- *Price includes all taxes and fees for material used*

*General Conditions (Exclusions):*

- *Any costs associated with permitting (if needed)*
- *Anything not specifically included considered excluded*
- *Third party inspections*
- *Water meter removals*

.....CONDITIONS.....

1. The contractor is amply protected with workmen's compensation, public liability and property damage insurance in connection with all work executive by it on the owner's premises and assumes all risks incident to the work done by it provided for in such insurance.
2. The contractor shall not be responsible for damage or delay resulting from acts of God, riots, civil commissions or disorders, delays or defaults by carriers or inherent defects in premises on which work is to be done; strikes, fires, accidents, storms, or other causes beyond its reasonable control.
3. If owner should default in the payment of any installment due under this contract and such default continues for a period of 30 days, contractor shall charge owner's account with a delinquency charge for the installment in default at the rate of 1% per month (12% per year). Also, if such payment so in default is referred to an attorney for collection, owner agrees to pay reasonable attorney's fees upon the collection of the amount due, plus all court costs.
4. This agreement shall become binding only when signed by the contractor's manager or upon the contractor's commencing actual work. Upon such acceptance or commencement, the agreement shall constitute the entire contract and be binding upon the parties hereto.
5. No verbal or other understanding other than indicated hereon shall be binding on the contractor.
6. The individual signing below personally guarantees payment of invoices and any other charges incurred under this account including legal or attorney's fees; attest financial responsibility, ability and willingness to pay our invoices

Accepted by: \_\_\_\_\_  
Date: \_\_\_\_\_

Contractor: Megam Systems  
Date: 3/14/23





# Hall County Government

## FINANCIAL SERVICES

# Notice of Intent to Award

TASK ORDER #2023-012

Construction of Right-Turn Lane on Jim Hood Road  
at Mount Vernon Road

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
**Wesley Geddings**

Hall County, Georgia, hereby gives Notice of its Intent to Award Task Order #2023-012 to Demand Services On-Call Contractor Chattahoochee Group, Inc. located at 220 Carter St, Clermont, GA 30527.

The Scope of Work follows as per the bidder's response is to provide all material, equipment and labor to perform the following work based on plans dated 11/01/2022 to include: Grading, Survey, Asphalt, Striping, Curb and gutter, Erosion control, Demo, Fencing, Traffic control, and General conditions.

For the sum-not-to-exceed \$279,473.09, paid in arrears after receipt of an approved invoice and inspection of work. Performance and Payment Bonds equal to 100% of the awarded amount are required prior to work beginning at a sum-not-to-exceed \$4,192.00

General Conditions (Inclusions):

- Price includes all material to complete proposed items
- Price includes all costs associated with necessary equipment need to complete above-described scope
- Price includes all taxes and fees for material used

General Conditions (Exclusions):

- Any costs associated with permitting (if needed)
- Anything not specifically included considered excluded
- Third party inspections
- Water meter removals

Sincerely;

Andy Penick  
Issuing Officer  
Hall County, Georgia  
[apenick@hallcounty.org](mailto:apenick@hallcounty.org)



2/14/2023

Bid Tab Summary for Task Order #2023-012

Construction of Right-Turn Lane on Jim Hood Road

Demand Services On-Call Contractors

Company	Contract	Bid Price
E. R. Snell Contractor, Inc.	39-018	\$ 698,579.00
Chattahoochee Group, Inc.	39-001	\$ 283,665.19
Griffin Bros, Inc.	39-018	no bid
Simpson Trucking & Grading	39-018	no bid





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Turner, Wood, & Smith Agency, Inc. 1515 Community Way PO Box 1058 Gainesville GA 30503	<b>CONTACT NAME:</b> Monica Jernigan <b>PHONE (A/C, No, Ext):</b> (770) 536-0161 <b>FAX (A/C, No):</b> (770) 536-1283 <b>E-MAIL ADDRESS:</b> monica.jernigan@twinsurance.com
<b>INSURED</b> Chattahoochee Group, Inc. PO Box 172 Clermont GA 30527	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Firstline Insurance Company <b>INSURER B:</b> Harford Mutual Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** CL2210530290**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	MP10667736	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA106674610	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CU10667804	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC10667774	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			MP10667736	10/01/2022	10/01/2023	Limit of Coverage \$710,000 Deductible \$1,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Contract #2023-012 Construction of Right-Turn Lane on Jim Hood Road at Mount Vernon Rd  
Certificate Holder and/or Owner are Additional Insureds when required by written contract with regards to General Liability; Coverage is Primary and Non-Contributory, Waiver of Subrogation applies, and Blanket additional insured for completed operations are all per form #CGHG0102 0122. Blanket additional insured and waiver of subrogation applies for automobile liability per Form #CAHG0027. Umbrella follows form. Blanket waiver of Subrogation applies to workers compensation per Form #WC 00 03 13.

**CERTIFICATE HOLDER****CANCELLATION**Hall County Board of Commissioners  
2875 Browns Bridge Road

Gainesville

GA 30504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bond No. 2339842

# Document A312™ — 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

### CONTRACTOR:

(Name, legal status and address)

Chattahoochee Group, Inc.  
220 Carter Street  
Clemont, GA 30527

### OWNER:

(Name, legal status and address)

Hall County, Georgia  
2875 Browns Bridge Road  
Gainesville, GA 30504

### CONSTRUCTION CONTRACT

Date:

Amount: \$ 283,665.19

Two Hundred Eighty Three Thousand Six Hundred Sixty Five Dollars and 19/100

Description:

(Name and location)

Contract # 2023-012, Construction of Right-Turn Lane on Jim Hood Road At Mount Vernon Road

### BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$ 283,665.19

Two Hundred Eighty Three Thousand Six Hundred Sixty Five Dollars and 19/100

Modifications to this Bond:

☒ None

☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company:

Chattahoochee Group, Inc.

Signature:

Name  
and Title:

*Megan Thomas*  
Megan Thomas  
CFO



### SURETY

Company:

Swiss Re Corporate Solutions America Insurance Corporation

Signature:

Name

and Title: Attorney-in-Fact

*Edward Mooney*

Edward Mooney



This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

USI Insurance Services LLC  
1 Concourse Pky NE Ste 700  
Atlanta, GA 30328  
404-923-3700

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### **§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
(Corporate Seal)

**SURETY**

Company: \_\_\_\_\_  
(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_



## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

EDWARD MOONEY, KATHRYN KLEINSCHMIDT, KATE LONGAKER,

ANNETTE WISONG, JOSEPH R. WILLIAMS and SARAH HANCOCK

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois  
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of, 20

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC





Bond No. 2339842

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

### CONTRACTOR:

(Name, legal status and address)

Chattahoochee Group, Inc.  
220 Carter Street  
Clemont, GA 30527

### OWNER:

(Name, legal status and address)

Hall County, Georgia  
2875 Browns Bridge Road  
Gainesville, GA 30504

### CONSTRUCTION CONTRACT

Date:

Amount: \$283,665.19

Two Hundred Eighty Three Thousand Six Hundred Sixty Five Dollars and 19/100

Description:

(Name and location)

Contract # 2023-012, Construction of Right-Turn Lane on Jim Hood Road At Mount Vernon Road

### SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance  
Corporation

1200 Main Street, Suite 800

Kansas City, MO 64105  
Mailing Address for Notices

1450 American Lane, Suite 100  
Schaumburg, IL 60173

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

### BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$283,665.19

Two Hundred Eighty Three Thousand Six Hundred Sixty Five Dollars and 19/100

Modifications to this Bond:

☒ None

☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company:

Chattahoochee Group, Inc.

Signature:

Name  
and Title:

*Meghan Thomas*  
Meghan Thomas  
CEO

(Corporate Seal)



### SURETY

Company:

Swiss Re Corporate Solutions America Insurance Corporation

(Corporate Seal)

Signature:

Name

and Title: Attorney-in-Fact

Edward Mooney

*[Signature]*

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

USI Insurance Services LLC  
1 Concourse Pky NE Ste 700  
Atlanta, GA 30328  
404-923-3700

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)





§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### **§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.



**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

---

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_



## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

### GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

EDWARD MOONEY, KATHRYN KLEINSCHMIDT, KATE LONGAKER,

ANNETTE WISONG, JOSEPH R. WILLIAMS and SARAH HANCOCK

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

*Erik Janssens*

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

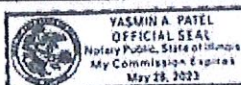
this 29TH day of APRIL, 2022

State of Illinois  
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



*Yasmin A. Patel*

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.  
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this \_\_\_ day of \_\_\_, 20\_\_.

*Jeffrey Goldberg*  
Jeffrey Goldberg, Senior Vice President &  
Assistant Secretary of SRCSAIC and  
SRCSPIC and WIC







## AGENDA ITEM

### Public Works and Utilities

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**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 144/2023

**SUBJECT:** Approve the ratification of the Congressionally Directed Spending application for Public Works & Utilities for the replacement of various roadway culverts throughout Hall County's transportation network in the amount of \$3,000,000.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents subject to approval by the County Attorney. A 20% cash match is required.

---

### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

### Executive Summary:

**Presenter:** BN

**Recommendation:**

Approve the ratification of the Congressionally Directed Spending application for the Public Works & Utilities for the replacement of failing and substandard roadway culverts to enhance the safety and reliability of Hall County's transportation network in the amount of \$3,000,000.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents subject to approval by the County Attorney. A 20% cash match is required.

**Purpose of Request:**

Approve the ratification of the Congressionally Directed Spending application for the Public Works & Utilities for the replacement of failing and substandard roadway culverts to enhance the safety and reliability of Hall County's transportation network in the amount of \$3,000,000.00, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents subject to approval by the County Attorney. A 20% cash match is required.

**History:**

This is Hall County's first application applying for Congressional Directed Spending through the office of Senator Jon Ossoff. Congressionally Directed Spending (CDS) requests will be considered by Senator Ossoff for FY 2024. These are high-impact projects located in Georgia that can be jumpstarted or reach completion with assistance from the Federal Government.

**Facts and Issues:**

**Options:**



The Hall County Safe Passage Initiative represents a crucial investment of Federal taxpayer dollars for several compelling reasons. First and foremost, the current state of the culverts in Hall County poses an urgent safety hazard to both local residents and businesses. Their replacement will enhance transportation safety and reliability, thus preventing potential accidents and lowering the need for costly emergency repairs in the future.

Moreover, the project's economic impact is significant, benefiting businesses, emergency responders, and commuters who depend on the affected transportation routes. The direct benefit of the initiative is projected to reach over 10,000 individuals, and many more will be indirectly affected. Consequently, this program will foster continued growth and development in the region, ultimately contributing to the overall economic prosperity of the wider state of Georgia.

Finally, the costs of emergency repairs for the current culverts have already exceeded an overwhelming \$2.5 million dollars since October 2020. By contrast, the Hall County Safe Passage Initiative takes a proactive and cost-effective approach to address the infrastructure needs of the region. By doing so, this initiative not only mitigates the likelihood of future costly emergency repairs but also minimizes the possibility of litigation related to accidents resulting from deteriorating culverts.

In summary, the Hall County Safe Passage Initiative is a highly strategic investment of Federal taxpayer dollars, offering substantial economic and safety benefits to the local community. It provides a vital step towards maintaining up-to-date and reliable transportation infrastructure in Georgia while supporting the continued growth and development of the region.

<b>Funding Requested</b>	\$ 600,000.00
<b>Are funds within current budget?</b>	No
<b>Source of Funds</b>	SPLOST VIII / Capital Projects
<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>	

**Approvals:**

Grants Staff	Submit	Approve	Grants
JW	BN	BN	JW
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

**Attachments:**

Financial Supplement  
 Location Map of Sites  
 Safe Passage Initiative Culvert Replacement Program Sites





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

**AGENDA ITEM 144/2023**

**Funds Requested:** \$ 600,000.00

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VIII / Capital Projects

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2024	017 - GRANTS	TBD	6009 - INFRASTRUCTURE	\$2,400,000.00
2024	017 - GRANTS	TBD	3702 - US FEDERAL GOVERNMENT	\$-3,000,000.00
2024	028 - SPLOST VIII	1816 - SP-VIII CULVERT REPLACE	5009 - INFRASTRUCTURE	\$400,000.00
2024	005 - CAPITAL PROJECTS	536 - ENGINEERING	6009 - INFRASTRUCTURE	\$200,000.00

**Budget Transfer Items:**

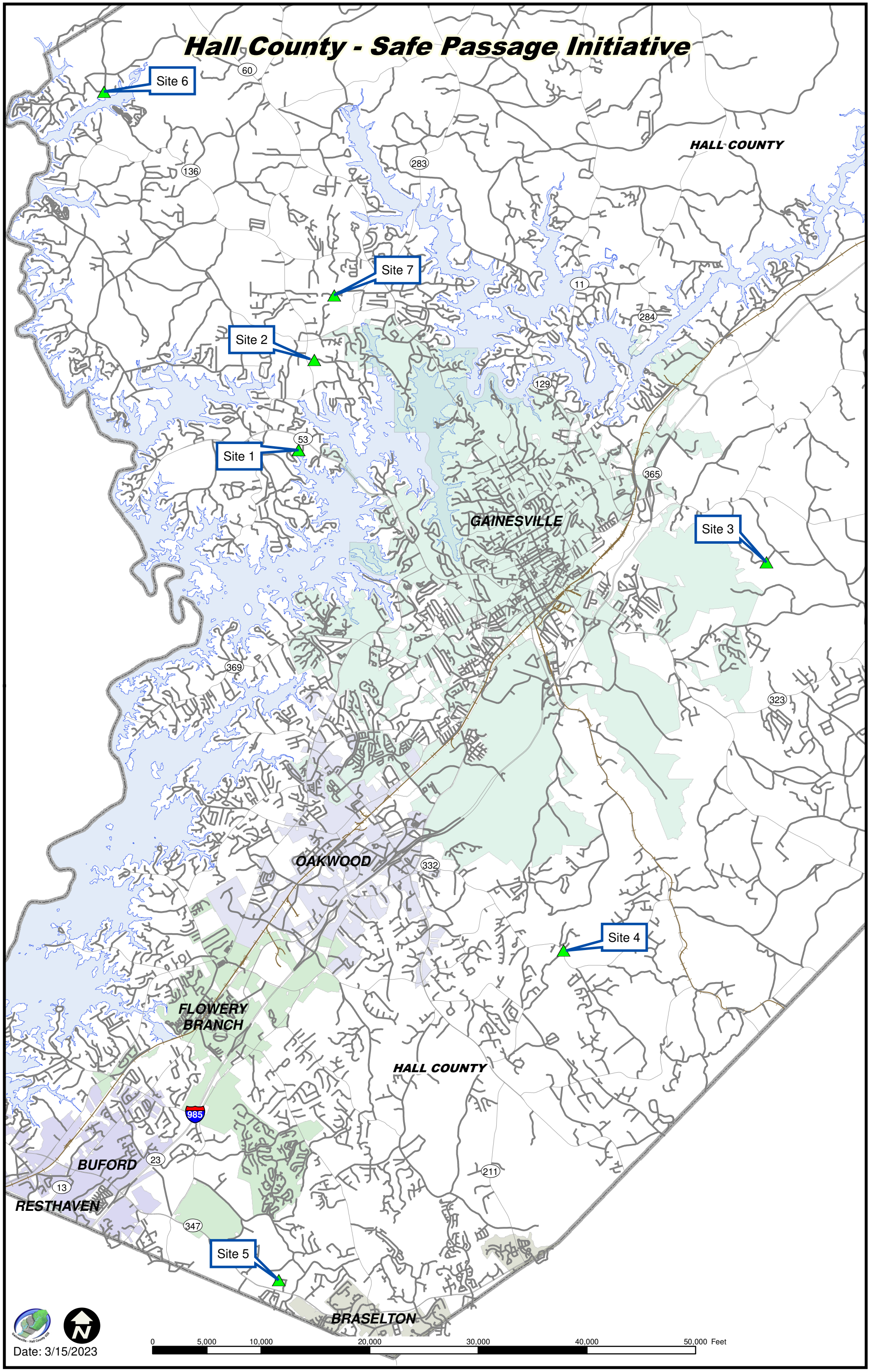
**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** (770) 531-6800



# Hall County - Safe Passage Initiative





## Safe Passage Initiative – Culvert Replacement Sites

1. 2480 Venture Drive (X: 2,378,334.73 Y: 1,574,584.16)

Existing Pipe: 48" Metal

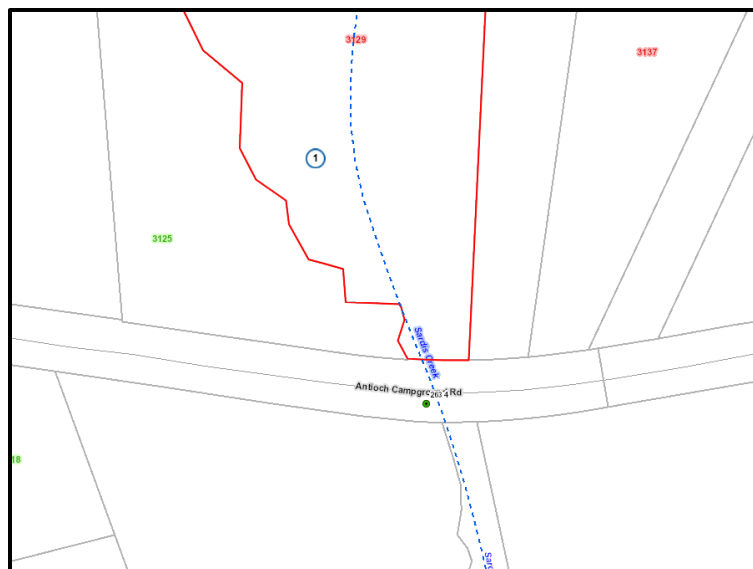
Estimated Cost: \$356,894 (includes design, permitting, construction, & CEI)



2. 3129 Antioch Campground Road (X: 2,379,844.06 Y: 1,582,965.59)

Existing Pipe: 36" Metal

Estimated Cost: \$300,590 (includes design, permitting, construction, & CEI)

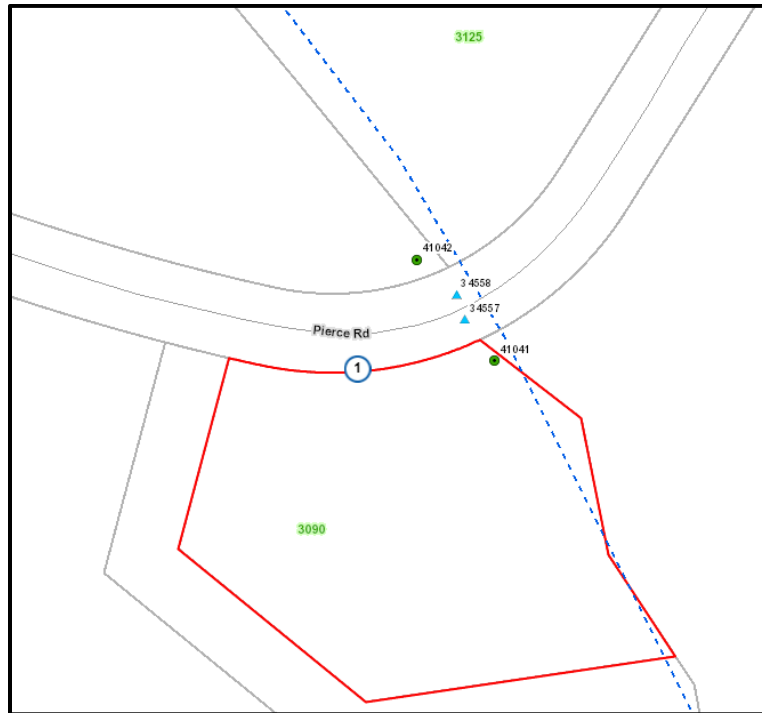




3. 3090 Pierce Road (X: 2,421,442.21 Y: 1,564,324.13)

Existing Pipes: 2-48" Concrete

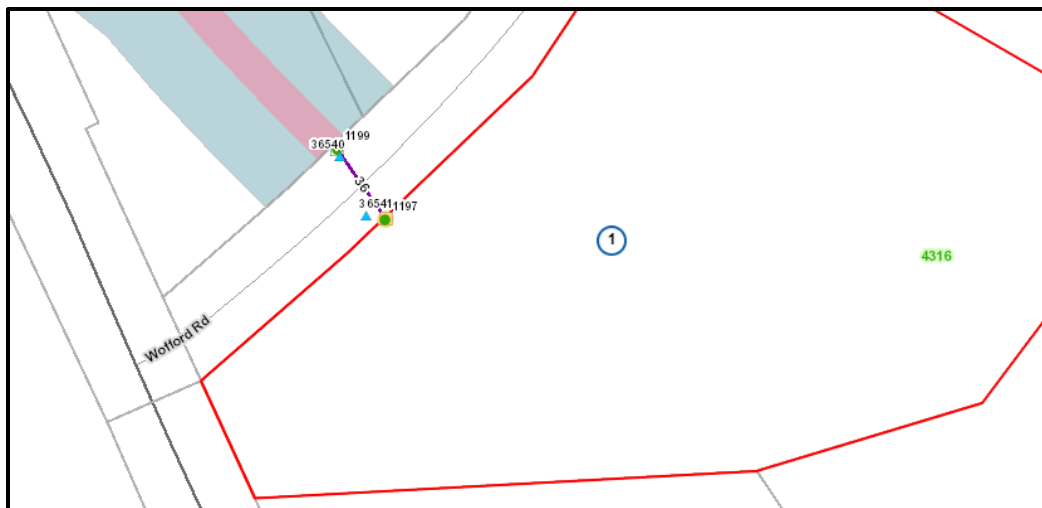
Estimated Cost: \$819,643 (includes design, permitting, construction, & CEI)



4. 4316 Wofford Road (X: 2,402,771.58 Y: 1,528,536.71)

Existing Pipe: 36" Concrete

Estimated Cost: \$317,783 (includes design, permitting, construction, & CEI)

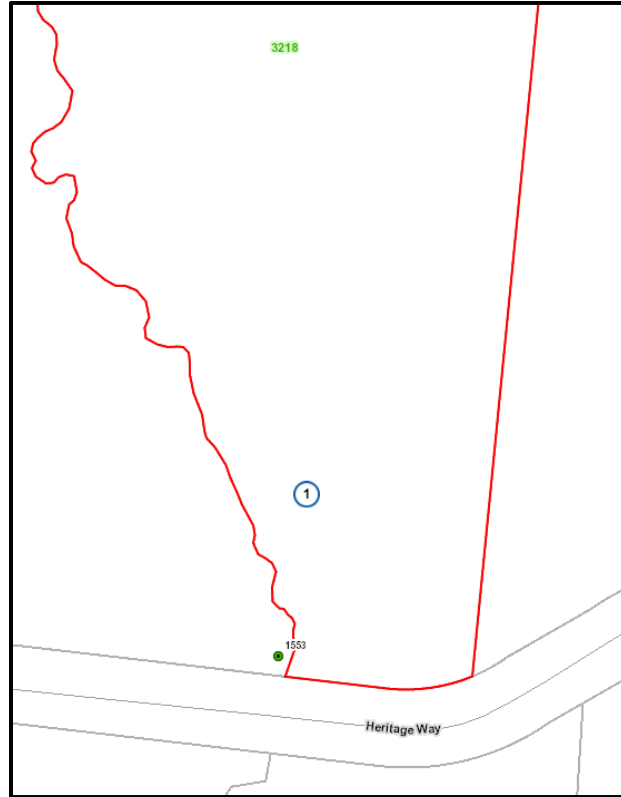




5. 3218 Heritage Way (X: 2,376,553.40 Y: 1,498,050.23)

Existing Pipe: 36" Metal

Estimated Cost: \$346,074 (includes design, permitting, construction, & CEI)



6. 6882 Yellow Creek Road (X: 2,360,300.74 Y: 1,607,698.58)

Existing Pipe: 24" Concrete

Estimated Cost: \$289,676 (includes design, permitting, construction, & CEI)

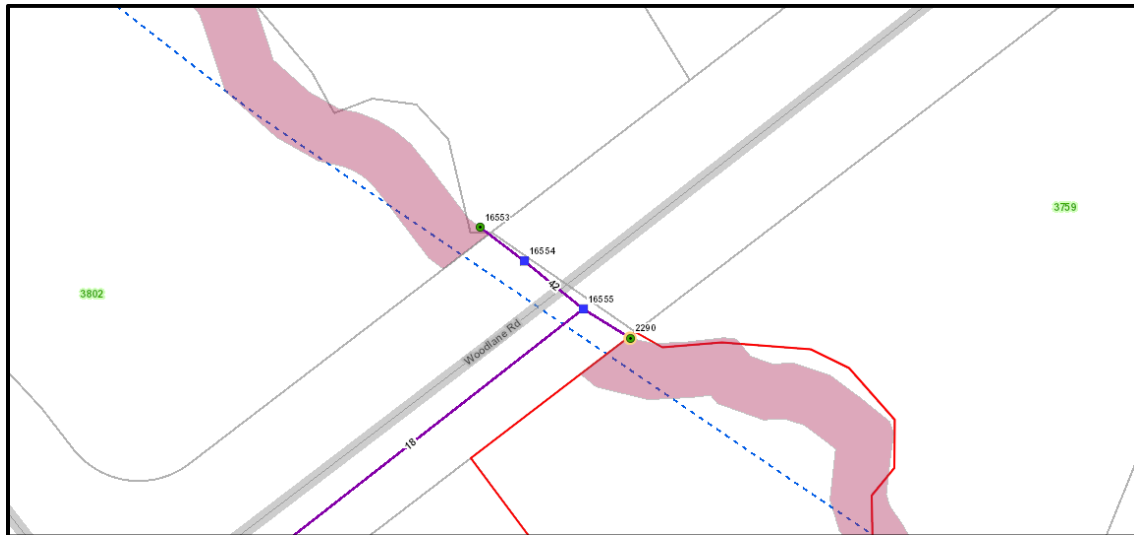




7. 3767 Woodlane Road (X: 2,381,627.18 Y: 1,588,943.87)

Existing Pipe: 42" Metal

Estimated Cost: \$563,388 (includes design, permitting, construction, & CEI)







## AGENDA ITEM

### Public Works and Utilities

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**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 131/2023

**SUBJECT:** Approve the release of a \$61,350.00 Guaranty Performance/Maintenance Agreement and acceptance of streets in Reunion Phase 20 Subdivision. Commission District 1.

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#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** BN

**Recommendation:**  
Approve

**Purpose of Request:**  
Approve the release of \$61,350.00 Guaranty Performance/Maintenance Agreement and Acceptance of streets in Reunion Phase 20 Subdivision in 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:

Submit	Approve	Budget	Finance
WS	BN	EW	WG
Attorney	Administration	Clerk	
WLI	CR	JR	



---

**Attachments:**

Supporting Documentation  
Final Plat Information



DECREASE PENALTY RIDER AND CONTINUATION CERTIFICATE

BOND NO. 30087269

To be attached and form a part of Bond No. 30087269 dated the 5th Day of December, 2019, executed by The Continental Insurance Company as surety, on behalf of Pulte Home Company, LLC as current principal of record, and in favor of Hall County Board of Commissioners, as Obligor for Reunion Phase 20, and in the amount of Two Hundred Eighteen Thousand Eight Hundred Ninety Four Dollars and 00/100 (\$218,894.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that The Continental Insurance Company hereby consents that effective from the 22nd Day of September, 2022, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE DECREASED:

FROM: Two Hundred Eighteen Thousand Eight Hundred Ninety Four Dollars and 00/100 (\$218,894.00)

TO: Sixty One Thousand Three Hundred Fifty Dollars and 00/100 (\$61,350.00)

AND: This bond shall be extended to October 28, 2024

The DECREASE of said bond penalty shall be effective as of the 22nd Day of September, 2022, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 14th Day of October, 2022

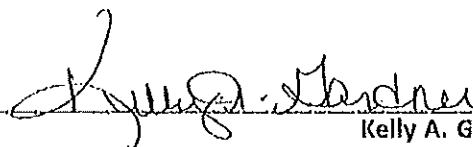
Pulte Home Company, LLC  
PRINCIPAL

SEE ATTACHED  
By: \_\_\_\_\_

Gregory S. Rives  
Assistant Treasurer

The Continental Insurance Company  
SURETY

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



Kelly A. Gardner, ATTORNEY-IN-FACT



**ACKNOWLEDGEMENT BY PRINCIPAL**

**STATE OF GEORGIA)**

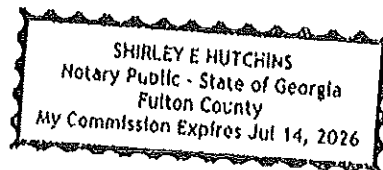
**) ss.**

**COUNTY OF FULTON)**

This record was acknowledged before me on September 22nd, 2022,  
appeared Gregory S. Rives as Assistant Treasurer of  
Pulte Home Company, LLC, who provided to me on the basis of  
satisfactory evidence to be the person who appeared before me and is personally  
known to me.

WITNESS my hand official seal.

*Shirley E. Hutchins*  
Signature of Notary Public



Shirley E. Hutchins  
Notary Public State of Georgia  
My Commission Expires: July 14, 2026



**POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT**

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelly A. Gardner, Individually**

of, Downers Grove, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

Surety Bond No.: 30087269

Principal: Pulte Home Company, LLC

Obligee: Hall County Board of Commissioners

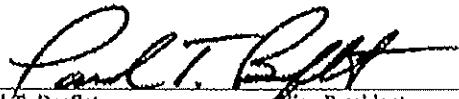
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of June, 2021.

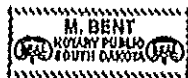


The Continental Insurance Company

  
Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 16th day of June, 2021, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

  
M. Bent Notary Public

**CERTIFICATE**

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 14th day of October, 2022.



The Continental Insurance Company

  
D. Johnson Assistant Secretary

Form F6850-4/2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



## **Authorizing By-Laws and Resolutions**

**ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

**"RESOLVED:** That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Brinlat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012.

**"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and**

**Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."**



STATE OF ILLINOIS     }  
COUNTY OF DU PAGE}

On October 14, 2022, before me, Alexa Costello, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of The Continental Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument on behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires November 19, 2023

Alexa Costello  
Alexa Costello, Notary Public  
Commission No. 904586





Final Plat Information

Consider release of \$61,350.00 Guaranty Performance/Maintenance Agreement and acceptance of streets in Reunion Phase 20 Subdivision.

Subject Subdivision is located off of Spout Springs Road.

NAME OF SUBDIVISION:	Reunion Phase 20
NAME OF OWNER/DEVELOPER:	Pulte Home Corporation
ADDRESS:	2475 Northwinds Pwky, Suite 600 Alpharetta, GA 30009
TYPE OF MAINTENANCE BOND:	Guaranty Agreement & Performance
DATE OF BOND:	December 5, 2019
AMOUNT OF BOND:	\$61,350.00 Maintenance Agreement
FINANCIAL INSTITUTION:	Continental Insurance Company
AND ADDRESS:	801 Warrenville Road, Suite 700 Lisle, IL 60532
Account No.:	30087269

COMM.		SHEET	R/W	LENGTH	WIDTH	TYPE	STATE
DIST.	STREET NAME	NO.	IN	IN	IN	OF	REF.
			FEET	MILES	FEET	SURFACE	NO.
1	Shad Tree Court	31	50	0.089	20	P.M.	----
1	Ash Tree Circle	31	50	0.210	20	P.M.	----

**NOTES:**

NUMBER OF LOTS:	30
CURB & GUTTER:	24" Rolled Back
TOTAL ACRES OF S/D:	14.26 AC





## AGENDA ITEM

### Sheriff's Office

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**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 124/2023

**SUBJECT:** Approve the annual contract renewal for nursing services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA, subject to the review and approval by the County Attorney. The estimated annual cost is \$1,091,400.00.

---

### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

### Executive Summary:

**Presenter:** CI

**Recommendation:**

Approve.

### Purpose of Request:

Approve the annual contract renewal for nursing services for the Hall County Jail to Correctional Nursing Services, LLC of Oakwood, GA, subject to the review and approval of the County Attorney. The estimated annual cost is \$1,091,400.00.

### History:

The Jail has been utilizing Correctional Nursing Services since 2013 and is very happy with the service provided and the working relationship that they have with the local healthcare providers to ensure the lowest possible cost for procedures.

### Facts and Issues:

With the rising costs of nursing services in the current market, it is requested the Jail maintain its good standing with the current vendor.

### Options:

### Funding Requested

\$ 1,091,400.00

### 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?

No

### Is there a deadline for this item?

2023-07-01

Approvals:



<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
AH	SC	EW	WG
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	
WLI	CR	JR	

**Attachments:**  
Financial Supplement  
Agreement





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

**AGENDA ITEM 124/2023**

**Funds Requested:** \$ 1,091,400.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

General Fund

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2024	001 - GENERAL	141 - SHERIFF - JAIL	4411 - PRISONER MEDICAL CARE	\$1,091,400.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** CI

**Phone:**



## **NURSING SERVICES AGREEMENT**

**This Agreement** made this 1st day of July, 2023 by and between **Hall County, Georgia**, a political subdivision of the State of Georgia ("County") and **Correctional Nursing Services, LLC**, a Georgia limited liability company ("Independent Contractor").

**WHEREAS**, the County operates the Hall County Jail and Detention Center (the "Detention Center"), and desires to services of qualified personnel to provide healthcare services to the inmates housed in the Detention Center from time to time; and

**WHEREAS**, Independent Contractor employs qualified, licensed nursing personnel, and provides healthcare services; and

**WHEREAS**, Independent Contractor agrees to supply said personnel to perform, from time to time, the services contracted for hereunder on behalf of the County; and

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties hereto, it is mutually agreed as follows:

- 1. Nursing Services.** Independent Contractor agrees to provide qualified, licensed personnel to perform nursing services and healthcare services for a base census count of approximately 1,100 inmates at the Detention Center. Independent Contractor shall manage labor, taxes, licenses, and insurance for all personnel supplied to the County to perform said Nursing Services.
- 2. Compensation.** Independent Contractor shall be compensated for providing the Nursing Services described in Paragraph 1 above pursuant to the Cost Schedule attached as **Exhibit "A"** hereto and incorporated herein by reference. The County is not responsible for any overtime pay in compensation for nursing services.
- 3. Term.** This Agreement shall be in effect beginning on July 1, 2023, and shall terminate on June 30, 2024.
- 4. Termination without Cause.** Without cause, either party may terminate this Agreement at any time upon ninety (90) days prior written notice. In such event, the Independent Contractor, if requested by the County, shall continue to render services, and shall be paid Base Compensation up to the date of termination. Independent Contractor shall receive no severance allowance in the event this Agreement is terminated.
- 5. Leave.** Independent Contractor shall give the County at least nine (9) days' notice prior to the intended absence of any personnel regularly scheduled to perform services hereunder whenever possible.
- 6. Independent Contractor.** Independent Contractor shall be and is an independent contractor, and it and its employee's are not employees of the County. Independent Contractor understands, acknowledges and agrees that the County would not contract with Independent Contractor for the services hereunder except as an independent contractor. Independent Contractor declares and warrants that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement. Independent Contractor



also understands, acknowledges and agrees that, as an independent contractor, Independent Contractor is not entitled to be treated as an employee with respect to its services performed hereunder for federal or state tax purposes, nor shall Independent Contractor participate in any employee fringe benefits, health benefits, vacations, holidays, employee welfare benefit plans, or employee retirement plans sponsored by the County. Independent Contractor shall not have the right, nor shall Independent Contractor represent to any person that it has any authority, to bind the County in any contractual manner.

**7. Taxes.** Payroll taxes, including federal, state, and local taxes shall not be withheld or paid by the County on behalf of Independent Contractor or for the employees of Independent Contractor. Independent Contractor shall be solely responsible to pay all taxes as mandated by law.

**8. No Joint Venture.** Nothing in this Agreement shall constitute or be construed as the creation of a partnership or joint venture.

**9. Workers Compensation.** The County shall not obtain workers' compensation insurance on behalf of Independent Contractor or the employees of Independent Contractor. Independent Contractor agrees to comply with the workers' compensation law concerning its business and its employees. Independent Contractor shall have sole responsibility for purchasing any and all liability insurance as required by law.

**10. Indemnity.** Independent Contractor's work hereunder is to be entirely at Independent Contractor's own risk and expense. Independent Contractor agrees to indemnify and hold the County harmless for any liability or loss to Independent Contractor or any third party in any manner arising out of its performance of its services hereunder, including, without limitation, all damages that may be occasioned on account of the operation of this Agreement, whether the same be for medical malpractice, personal injuries, damage to property, damages of any other kind, or for any applicable federal, state, or local taxes.

**11. Waiver of Breach.** The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by either party.

**12. Notices.** Any notice required or desired to be given under this agreement shall be deemed given if in writing and sent by certified mail to the County and/or Hall County Sheriff's Office at 2859 Browns Bridge Rd, Gainesville, GA 30504 and to Independent Contractor at Correctional Nursing Services, LLC c/o Linwood Zoller, M.D., 4921 Rilla Road, Gainesville, Georgia 30506.

**13. No Drafting Presumptions.** The parties have had full opportunity to participate and have participated in the drafting and revising of the language of this Agreement, and nothing in this Agreement shall be construed against the party drafting this Agreement because of having drafted this Agreement or any specific provision thereof.

**14. Choice of Law.** This Agreement shall be construed under the laws of the State of Georgia.

**15. Entire Agreement.** This agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.



**EXHIBIT "A"**

**COST SCHEDULE DESCRIPTION with 2% Increase:**

***Price Schedule for Nursing Services***

***Contract Price***

1. RN Supervisor Days	\$67.16/Hour
2. LPN Weekdays	\$41.18/Hour
3. LPN Weeknights	\$42.40/Hour
4. LPN Weekends	\$43.33/Hour
5. LPN Weekend Nights	\$44.55/Hour
6. Clerks	\$27.62/Hour
7. RN Holidays (9 paid)	\$100.75/Hour
8. LPN Holidays (9 paid)	\$61.71/Hour
9. Clerk Holiday (9 paid)	\$41.44/Hour
10. RN Supervisor Nights	\$67.16/Hour
11. Nurse Practitioner	\$55.00/Hour



**IN WITNESS WHEREOF**, the parties hereto have affixed or caused to be affixed their respective hands and seals the day and year first above written.

INDEPENDENT CONTRACTOR:

COUNTY:

**CORRECTIONAL NURSING SERVICES, LLC**

**HALL COUNTY, GEORGIA**

By:   
Title: Owner

By: \_\_\_\_\_  
Chairman  
Attest: \_\_\_\_\_  
Secretary





## AGENDA ITEM

### Sheriff's Office

---

**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 125/2023

**SUBJECT:** Approve the award of IFB #047-43 Tree Clearing Services for the Fencing Project at New Range for the Sheriff's Office to Hughes Site Works, LLC of Jasper, GA, in the amount of \$86,450.00.

---

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** SW

**Recommendation:** Approve

#### Purpose of Request:

Tree clearing is required in order to erect a security fence for the new Rifle Range. The service includes cutting and removal of trees, debris, limbs, and stump grinding.

#### History:

The recommendation to award to Site Works LLC, Marietta, GA, stems from the competitively bid IFB #047-43 Tree Clearing for Fencing Project at New (Rifle) Range.

#### Facts and Issues:

The Training Center is undergoing additions to the current range. When the original range was built, it was surrounded by approximately thirteen hundred (1,300) acres of woodland. This project will cover approximately thirty-four (34) acres and will cover the west and south property boundaries for the new range. The City of Gainesville's development of the Gainesville 85 Business Park has encroached right up to the property line, bringing with it a number of safety and security concerns. One (1) concern is the foot traffic to live fire areas and another is security concerns regarding theft and/or vandalism.

#### Options:

#### Funding Requested

\$ 86,450.00

#### Are funds within current budget?

No

#### Source of Funds

SPLOST VIII



**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?**

2023-03-06

**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	CR
<b>Clerk</b>			
JR			

**Attachments:**

Financial Supplement

#047-43 Bids Received Summary

#047-43 Bid Tab

#047-43 Mandatory Pre-Bid Sign In Sheet

#047-43 Exhibit C - Cost Proposal





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

**AGENDA ITEM 125/2023**

**Funds Requested:** \$ 86,450.00

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VIII

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2023	028 - SPLOST VIII	TBD	5002 - BUILDING/CONSTRUCTION	\$86,450.00

**Budget Transfer Items:**

**Additional Information/Comments:**

The new Enterprise ERP project number and account numbers are: TRAINCTR - 3310 - 541300 324-3310-541300-0000

**Contact for Questions:** SW

**Phone:** 770-503-3123



## COMPETITIVE BID TABULATION

FINANCIAL SERVICES DEPARTMENT  
PURCHASING DIVISIONDATE 2/28/23PAGE 1 OF       BID # 047-43*Tree Clearing for Fencing  
Project @ New Range*

SUPPLIER	#1 <i>Hughes Site Works</i>	#2	#3
PHONE			
QUOTER	<i>Randall Hughes</i>		
TERMS			
DELIVERY	<i>Jasper, Ga</i>		
FREIGHT COST			

ITEM	QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1								
2		<i>Total</i>	<i>\$ 86,450.00</i>					
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

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

REMARKS *NO BID - DCScapes, Ga., Commercial Service Partners**Julian Prough*  
SIGNATURE



**IFB #047-43**  
**Tree Clearing for Fencing Project at New Range**

**Hughes Site  
Works, LLC  
Jasper, GA**

<b>Item #</b>	<b>Description</b>		
1	Trees to cut and remove	LS	\$65,450.00
2	Stumps to grind	LS	\$15,000.00
3	Other Work (Mobilization)		\$6,000.00
<b>Total Cost of Project</b>			<b>\$86,450.00</b>





**Hall County Board of Commissioners**  
**Purchasing Department**  
**Mandatory Pre-Bid Conference, Monday, February 20, 2023 @ 10 a.m.**  
**IFB #047-43 Tree Clearing for Fencing Project at New Range**

**NOTE: If you are representing a business consortium or alternate business group,  
you must also provide that business interest's name; Ex: 'ABC Corp. for XYZ Group'**  
**Only those vendors listed below will be eligible for bid submission acceptance. All others will be rejected.**

**PLEASE PRINT**

Company Name	Contact Name	Address	Email Address	Phone
Hughes Site Works LLC.	London Hughes	17 Harmony Ct. Suite A. Jasper, GA, 30143	London@hughessiteworks.com	404-769-0507



**Exhibit C**  
**Mandatory Cost Proposal Worksheet**  
**IFB #047-43**

**Company Name:** Hughes Site Works LLC

**Bidders's Name:** Landon Hughes

**Bidder's Signature:** 

**Date:** 2/28/2023

**Instructions:** You must provide back-up information to support your proposal. There are three (3) separate departments with options 1 and 2 for all three. You can fill out both options or only fill out the option that best fits the move for your company and Hall County.

<u>Description</u>	<u>Qty.</u>	<u>Cost per each</u>
1) Trees to cut and remove	<u>LS</u>	\$ <u>65,450.00</u>
2) Stumps to grind	<u>LS</u>	\$ <u>15,000.00</u>
3) Other work	(Mobilization)	\$ <u>6,000.00</u>





## AGENDA ITEM

### Sheriff's Office

---

**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 129/2023

**SUBJECT:** Approve the award of IFB #046-43 Security Fencing at New Range for the Sheriff's Office to Hasbun Construction, LLC of Alpharetta, GA, in the amount of \$212,790.83.

---

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** SW  
**Recommendation:** Approve.

#### Purpose of Request:

Approve the award of IFB #046-43 for Security Fencing at Range to Hasbun Construction, LLC of Alpharetta, GA, in the amount of \$212,790.83.

#### History:

The recommendation stems from the competitively bid IFB #046-43 Security Fencing for New Range with Hasbun Construction, LLC, being the responsive and responsible bidder. Another bidder was disqualified due to gross negligence in their bid response.

#### Facts and Issues:

Fencing was constructed on the north and east property boundaries when the original range was built. The new range boundaries are being fenced in because the City of Gainesville 85 business park has encroached up to the property line of the new range.

This fencing project will secure the new range on all four (4) sides by adding fencing to the west and south property boundaries. The security gate will also be upgraded and replaced at the entry to the range. As the business park enters into tenant development stages, there is a significant safety concern regarding people having foot access to live fire areas as well as security concerns regarding theft and/or vandalism to the range.

#### Options:

**Funding Requested**

\$ 212,790.83



**Are funds within current budget?**

Yes

**Source of Funds**

SPLOST VIII

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

Yes

**Has it been reviewed by the County Attorney?**

Yes

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

2023-03-06

**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	CR
<b>Clerk</b>			
JR			

**Attachments:**

Financial Supplement

#046-43 Bid Tab

#046-43 Bid Response - Hasbun Construction, LLC

#046-43 Bid Opening Received Bids

#046-43 Mandatory Pre-Bid Sign In Sheet





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

**AGENDA ITEM 129/2023**

**Funds Requested:** \$ 212,790.83

**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	TBD	5002 - BUILDING/CONSTRUCTION	\$212,790.83

**Budget Transfer Items:**

**Additional Information/Comments:**

The Enterprise ERP project and account numbers are: TRAINCTR - 3310 - 541300 324-3310-541300-0000

**Contact for Questions:** SW

**Phone:** 770-503-3123



IFB #046-43

		Hasbun Construction, LLC Alpharetta, GA	
Security Fencing at New Range		Apex Fence Canton, GA	
Item #	Description		
1) Replacement of gate at current location	Labor to remove old gate	\$0.00	\$780.00
	All material needed to replace gate (Will need to provide actual material list of items needed).	\$0.00	\$7,446.08
	Sub-Total	\$0.00	\$8,226.08
2) Fencing	Labor to install fencing	\$0.00	\$137,984.00
	All material needed to install approximately 3,900' of galvanized fencing. (Will need to provide entire list of items used and quantity).	\$0.00	\$66,580.75
	Sub-Total	\$0.00	\$204,564.75
Total Cost of Project		\$145,390.00	\$212,790.83

Bid Sent: 44 (Hall Co.) 8

No Bid: Gateway Fence



ORIGINAL

Exhibit J – Contractor Affidavit to Adhere to Municipal Code of Ethics

Exhibit K – Sample Contract (**Read Only**) Should you be awarded the bid, you will be sent a Contract that will need to be completed and returned. (**attachment**).

IV. VENDOR INFORMATION :

A. Firm

Name: Hasbun Construction, LLC

Address: 410 N Main St, Alpharetta GA 30009

B. Normal Business Hours & Phone (Toll-Free): 9AM - 5PM

C. Years In Business as a fence installer: 2 Years

D. Vendor's representative for this bid:

Name: Juan Hasbun Title: Vice President

Phone: 678-640-6572

E. Two Customers References for same type of completed project:

(1) Company: The JL Legacy Group

Address: 30 Industrial Dr. Zebulon GA 30295

Contact: Jason Leatherman

Phone: 678-389-1337

(2) Company: INCO USA

Address: 1205 Ott St. Olathe KS 30295

Contact: Abel Calix

Phone: 913-674-7026

F. Insurance provider and policy number that would cover this project:

See attached COI





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

,2/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Beck Agency 4385 Kimball Bridge Rd Ste 203 Alpharetta GA 30022		<b>CONTACT NAME:</b> Bill Beck <b>PHONE (A/C, No, Ext):</b> (770) 667-3110 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> bbeck@beckagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Clear Blue Ins Co	
		<b>INSURER B:</b> AUTO OWNERS INS CO	
		<b>INSURER C:</b> OHIO SECURITY INS CO	
		<b>INSURER D:</b> NAUTILUS INSURANCE CO	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y		BGG0023887801	08/11/2022	08/11/2023	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000	
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:								
B	AUTOMOBILE LIABILITY			5333519400	05/03/2022	05/03/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
	<input checked="" type="checkbox"/> 19							\$	
D	UMBRELLA LIAB			AN1266204	08/11/2022	08/11/2023	EACH OCCURRENCE	\$ 5,000,000	
	EXCESS LIAB						AGGREGATE	\$ 5,000,000	
	DED RETENTION \$							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		XWS2363889702	01/31/2023	01/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
D	Inland Marine			4IM1039476	09/24/2022	09/24/2023	Leased/Rented from Oth	\$200,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bill Beck

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**Bid #046-43 – EXCEPTIONS TO OR VARIATIONS FROM SPECIFICATIONS:**

**Return this page with your bid proposal: N/A**

**Any exceptions, variances, or differences in enclosed specification stated is considered.  
If none, the bid proposal is exactly as specified:**

N/A



## EXHIBIT A

### MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid.

By submitting a proposal, the respondent certified that they have fully read and understand the proposal's Scope of Work and fully understands the requirements needed to complete the project. The services offered and the cost factor must be valid for at least ninety (90) days from date of signature.

Date of Bid Submittal: 02/28/23 IFB Bid No: # 046-43

Bid Name: Security Fencing for New Range

**"I agree to abide by all terms and conditions of this IFB and certify that I am authorized to sign this bid".**

Bidder Signature:  Date: 02/28/23

Print Name: Jose Hasbun

Title: President

Print Name: \_\_\_\_\_

Phone Number: 678-640-6572 Email Address: jchasbun@hasbunconstruction.com

Physical Address: 410 N Main St, Alpharetta GA 30009

Physical Address 2: \_\_\_\_\_

Acknowledge receipt of all issued addenda (if any) by listing their numbers and date of issuance below:

Bids not signed may be declared as "Non-Responsive" and will not be evaluated.


If you desire to submit a "No Bid" then please indicate by checking one or both of the reasons listed below and explain.

\_\_\_\_\_ Bidder does not offer this service

\_\_\_\_\_ Unable to meet specifications



**Exhibit C**  
**Mandatory Cost Proposal Worksheet**  
**IFB #046-43**

**Company Name:** Hasbun Construction, LLC  
**Bidders's Name:** Jose Hasbun  
**Bidder's Signature:**   
**Date:** 02/28/23

**Instructions:** You must provide back-up information to support your proposal. There are three (3) separate departments with options 1 and 2 for all three. You can fill out both options or only fill out the option that best fits the move for your company and Hall County.

**1) Replacement of gate at current location:**

Labor to remove gate	\$ <u>780.00</u>
All material needed to replace gate (Will need to provide actual material list of items needed.)	\$ <u>7,446.08</u>
Sub-Total	\$ <u>8,226.08</u>

**2) Fencing:**

Labor to install fencing	\$ <u>137,984.00</u>
All material needed to install approximately 3,900' of galvanized fencing. (Will need to provide entire list of items used and quantity).	\$ <u>66,580.75</u>
Sub-Total	\$ <u>\$204,564.75</u>

<b>3) Total cost of project</b>	\$ <u>212,790.83</u>
---------------------------------	----------------------



Quantity	Item number	Name	U/M
4,116	032608	1 5/8" x 21' SE CQ20 Galv Pipe	FT
4	023499	7Ga Coil Spring 0.80 Zinc Coil	CL
4,000	055464	2" x 9ga x 8' KT 1.2oz GAW 50' Roll ASTM A 392 Cls 1	FT
24	034504	6 5/8" x 24' Imp FW Galv Pipe	FT
2	011610	6 5/8" PS Std Cap	EA
4	033081	2 7/8" x 12' DQ40 Galv Post ASTM F1043 Group IC	EA
4	012717	2 7/8" PS Dura Cap	EA
395	032664	1 7/8" x 10'6" CQ20 Galv Post	EA
395	013108	1 7/8"x1 5/8" PS 1pc Barb Arm	EA
8	013707	3/16" x 3/4" x 94" Tension Bar	EA
18	010660	6 5/8 " Med Brace Band 12ga x 7/8"	EA
21	010560	6 5/8" Med Tension Band 12ga x 7/8"	EA
36	010305	2 7/8" Reg Brace Band 12ga x 3/4"	EA
42	010105	2 7/8 Tension Band	EA
6	010303	1 7/8" Reg Brace Band 12ga x 3/4"	EA
24	012714	1 5/8" PS Dura Combo Rail End	EA
4,000	023553	8 1/4" 9ga Alum Tie	EA
1	010838	25'1"-30'0" x 8'+1 Cantilever	EA
4	018350	6 5/8" x 2 3/8" Loadmaster II Cantlvr Roller *Use with Cover	EA



Quantity	Item number	Name	U/M
1	017373	2 7/8 Cantilever Gate Latch	EA
15	023621	9ga Alum Hog Rings	LB





# Hall County Government

FINANCIAL SERVICES

## Exhibit F INSTRUCTIONS FOR MANDATORY S.A.V.E Program PRIME CONTRACTOR Affidavit under O.C.G.A. § 13-10-91(b)(1)

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

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

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

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

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

Hasbun Construction, LLC  
Name of Contractor

410 N Main St  
Street Address

  
Signature of Authorized Officer or Agent

Jose R Hasbun  
Printed Name/Title of Authorized Officer

1559732  
Contractor's/Vendor's E-Verify #

Alpharetta, GA  
City / State

06/25/2020  
Date of Authorization

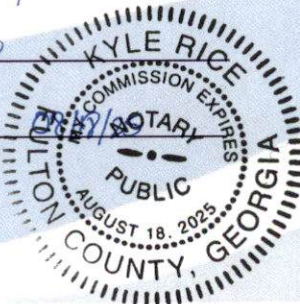
Security Fencing for New Range  
Name of Project

Subscribed and sworn before me on this the

28 day of February, 20 23

  
Notary Public

My Commission Expires:







# Hall County Government

FINANCIAL SERVICES

## EXHIBIT G Mandatory Cone-of-Silence Affidavit

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

In order to ensure fair consideration for all bidder's responding to the County's Request for Qualifications and Cost Proposals, the County requires that all potential bidders to the Solicitation, that all firms, companies, agents, or other refrain from discussions privately or publicly during the Solicitation process. This includes all staff, employees, subcontractors, as well as paid or unpaid personnel acting on the firm's behalf shall not contact nor participate in any type of contact with County employees, department heads or elected officials, up to and including the County Administrator and Board of Commissioners.

Therefore, the County issues this "Cone of Silence" that shall be in effect from the date the solicitation is publicly advertised, until the time an award decision has been approved by the Board of Commissioners and fully executed by all parties. Contact should only be between the bidding firms and the Issuing Officer/Buyer listed in the Solicitation documents.

Any such contact may be considered as collusion and may result in the bidder being disqualified from participation and consideration for award. All contact must be coordinated through the Issuing Officer, for the procurement of these products and/or services.

Please reference the Solicitation number on all correspondence to the County. Any oral communications shall be considered unofficial and non-binding.

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

*I understand and shall fully comply with the above requirements.*

Signed: 

Typed Name: Jose R Hasbun

Job Title: President

Company: Hasbun Construction, LLC

Date: 02/28/23



## EXHIBIT I

### MANDATORY E-VERIFY AFFIDAVIT

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

1559732

Federal Work Authorization User Identification Number

06/25/2020

Date of Authorization

Hasbun Construction, LLC

Name of Contractor

Security Fencing for New Range

Name of Project

Hall County, Georgia

Name of Public Employer

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on 02, 28, 2023 in Alpharetta (city), GA (state).

  
Signature of Authorized Officer or Agent

Jose R. Hasbun, President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 28 DAY OF 02, 2023.

NOTARY PUBLIC

My Commission Expires: 08/18/25





## **EXHIBIT J**

### **MANDATORY ETHICS AFFIDAVIT For Compliance with Official Code 3.10.070 of Hall County**

Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia must read and affirm to adhere to the following ethics requirements.

#### **3.10.070. - Ethics.**

- A. It is the policy of Hall County to seek the best overall value when procuring goods and services. Toward this end, the county finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the county. Hall County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.
- B. Hall County declares that county employees and officials, along with those wishing to do business with the county, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.
- C. Hall County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.
- D. Prospective vendors must compete for county business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications, or influencing a procurement decision through any means outside the process established for the particular solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.
- E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), and/or county official(s) who do business with the county if there is an appearance of a conflict of interest.
- F. Ethical business practices are important, both, during a solicitation, and after the decision to grant an award. The county seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here. The purchasing manager, subject to the approval of the director of financial services, is charged with establishing methods for ongoing monitoring for non-compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments or any other instrument of value extends beyond and outside any specific procurement or solicitation.
- G. A vendor's contract compliance history with Hall County and other contractual parties is a valid element in the decision to award a solicitation.
- H. Hall County stipulates that the furtherance of its strategic goals for job creation, stability and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The purchasing manager, subject to the approval of the director of financial services, is authorized to establish procurement initiatives consistent with the



county's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the county's goals.

I. Hall County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition as a result of contemporaneous employment with a potential or actual business partner.

J. It is unethical for any county employee to purchase commodities or services from a county contract for personal use.

K. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Hall County contract may not initiate or continue any verbal or written communications regarding a solicitation with any county officer, elected official, employee or other county representative other than the purchasing associate named in the solicitation, or the county's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the board of commissioners. The purchasing manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Hall County representative.

L. All county commissioners, officials, and employees shall adhere to the standards outlined in the Hall County Code of Ethics.

M. **(AMENDED)** The purchasing division of the financial services department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10.070, including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070." (Res. of 11-14-19(1), § 1(Exh. A))

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on 02, 28, 2023 in Alpharetta (city),

GA (state) 30009 (Zip Code)

*Jose R Hasbun*  
Signature of Authorized Officer or Agent

Jose R Hasbun, President  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the 28 Day of 02

*Kyle Rice*  
NOTARY PUBLIC

My Commission Expires: 08/18/25





# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**HASBUN CONSTRUCTION, LLC**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**410 N. MAIN STREET**

6 City, state, and ZIP code

**ALPHARETTA, GA 30009**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

8 4 - 4 3 9 8 8 6 9

## Part II Certification

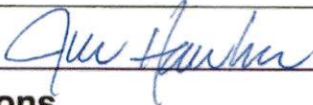
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►



Date ► 02/28/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## COMPETITIVE BID TABULATION

FINANCIAL SERVICES DEPARTMENT  
PURCHASING DIVISIONDATE 2/28/23PAGE 1 OF 1Security Fencing Co  
BID NAME New RangeBID # 046-43

SUPPLIER	#1 <u>Hasbun Construction</u>	#2 <u>Apex Fence</u>	#3
PHONE			
QUOTER	<u>Juan Hasbun</u>	<u>Brant Segreuer</u>	
TERMS			
DELIVERY	<u>Alpharetta, Ga.</u>	<u>Canton, Ga.</u>	
FREIGHT COST			

ITEM	QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1								
2		<u>Total Project Cost</u>		<u>\$212,790.83</u>	<u>\$145,390.00</u>			
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

BUDGETED AMOUNT

GRAND TOTAL

GRAND TOTAL

GRAND TOTAL

TOTAL AWARD

AWARD TOTAL

AWARD TOTAL

AWARD TOTAL

BIDS MAILED \_\_\_\_\_ (H) \_\_\_\_\_

ITEMS  
AWARDEDITEMS  
AWARDEDITEMS  
AWARDED

BIDS RECEIVED \_\_\_\_\_ (H) \_\_\_\_\_

P.O. NUMBER

P.O. NUMBER

P.O. NUMBER

REMARKS NO BID - Gateway Fence.John Dorough  
SIGNATURE





**Hall County Board of Commissioners**  
**Purchasing Department**  
**Mandatory Pre-Bid Conference, Tuesday, February 21, 2023 @ 10 a.m.**  
**IFB #046-43 Security Fencing for New Range**

**NOTE: If you are representing a business consortium or alternate business group,  
 you must also provide that business interest's name; Ex: 'ABC Corp. for XYZ Group'**  
**Only those vendors listed below will be eligible for bid submission acceptance. All others will be rejected.**

**PLEASE PRINT**

Company Name	Contact Name	Address	Email Address	Phone
Reed Bros. Inc	Dwight Fleming	BUTLER, GA	DFLEMING@REEDBROS.COM	678-76-9011
Celebrity Fence Co.	Clifton Ford	ELLENWOOD, GA	mcfce@bellsouth.com	678 698 4962 770 507 8611
Blue Ridge Fence Inc	Teresa Segars	Lula, GA	teresa@brfence.com	770-718-7910
"	Keith Segars	Lula, GA	Keith@brfence.com	770-540-7501
Aable Fence Co.	Brad Fortner	Lawrenceville, GA	bradleyfortner@gmail.com	404-353-6976
Hasbun Construction	Juan Hasbun	Alpharetta, GA	jhasbun@hasbunconstruction.com	678-640-6576
APEX FENCE	BRIAN LANDRIED CANTON		BRIAN@APEXFENCECOMPANY.COM	677-25-1999





## AGENDA ITEM

### Sheriff's Office

---

**REPORT TO:** Work Session (03/20/23)

**REPORT TO:** Voting Meeting (03/23/23)

**ITEM NO:** 130/2023

**SUBJECT:** Approve the sole-source purchase of an additional forty (40) Flock Falcon Traffic Safety Cameras for the Sheriff's Office to Flock Group, Inc. of Atlanta, GA, in the amount of \$114,000.00.

---

#### Meetings:

**Work Session Date:** 03/20/23

**Voting Meeting Date:** 03/23/23

#### Executive Summary:

**Presenter:** CDL/LBR

**Recommendation:** Approve

#### Purpose of Request:

Seven out of ten crimes are committed with the use of a vehicle. These cameras capture vehicle details the Sheriff's office needs to track leads to solve and prevent crime. These cameras are motion activated, provide 24/7 coverage, and are solar powered. The sole-source is needed in order to keep the continuity of cameras currently in operation.

#### History:

The County currently has twenty (20) Flock Safety, Falcon Brand, safety pole mounted traffic safety cameras throughout Hall County, and the intel that these can provide when looking for a particular suspect vehicle is immeasurable. The data is searchable by Flock Safety's patented Vehicle Fingerprint™ technology that allows us to search by vehicle make, color, type, license plate, state of the license plate, missing plate, covered plate, paper plate, and unique vehicle details like roof racks, bumper stickers. The cameras can also flag frequent visitors, such as how often a suspicious vehicle enters a specific subdivision or school area.

#### Facts and Issues:

We currently have 20 of these cameras throughout Hall County and the original terms and conditions were approved by legal and signed by finance, these are the same terms referred to in exhibit A.

#### Options:

<b>Funding Requested</b>	\$ 114,000.00
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Restricted Funds
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes



**Has it been reviewed by the County Attorney?**

Yes

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

2023-03-31

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>	<b>Budget</b>
SC	SC	AP	EW
<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
WG	WLI	CR	JR

---

**Attachments:**

Financial Supplement

Agreement

Sole Source Letter

FLOCK Safety Camera Photo





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

**AGENDA ITEM 130/2023**

**Funds Requested:** \$ 114,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Restricted Funds

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2023	024 - RESTRICTED PROGRAMS	240 - M.A.N.S. MASTER FUND	4708 - OPERATING SERVICES	\$114,000.00

**Budget Transfer Items:**

**Additional Information/Comments:**

new munis account 203-3322-521000-0000

**Contact for Questions:** LBR

**Phone:**

770-297-5790



**FLOCK GROUP INC.**  
**ADDITIONAL SERVICES AGREEMENT**

This Agreement combined with the existing agreement referenced in **Exhibit A** describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Customer**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the terms of the previously executed agreement (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the “**Effective Date**”).

<b>Agency:</b> GA - Hall County SO  <b>Legal Entity Name:</b>	<b>Contact Name:</b> Brett Roach
<b>Address:</b> 2859 Browns Bridge Rd Gainesville, Georgia 30504	<b>Phone:</b> (770) 531-6830 <b>E-Mail:</b> broach@hallcounty.org
<b>Expected Payment Method:</b>	<b>Billing Contact:</b> (if different than above) <a href="mailto:accounts payable@hallcounty.org">accounts payable@hallcounty.org</a>

<b>Initial Term:</b> 24 months <b>Renewal Term:</b> 24 months	<b>Billing Term:</b> Payment due Net 30 per terms and conditions <b>Billing Frequency:</b> Annual Plan - First Year Invoiced at Signing
--	--

Sales tax will be added to all fees as applicable. **If your organization is tax exempt, please check this box:**  
**and email your Sales Tax Exemption Certificate to [billing@flocksafety.com](mailto:billing@flocksafety.com).**



Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	40.00	\$14,000.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$2,500.00	40.00	\$100,000.00

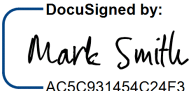
Subtotal Year 1:	\$114,000.00
Subscription Term:	24 Months
Annual Recurring Total:	\$100,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$214,000.00



By executing this Order Form, Agency represents and warrants that it has read and agrees to all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: GA - Hall County SO

DocuSigned by:  
  
AC5C931454C24F3...  
By: \_\_\_\_\_  
Name: Mark Smith  
Title: General Counsel  
Date: 3/1/2023

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**EXHIBIT A**

**This agreement is governed by the terms as set out in this attached agreement that has been previously executed by both parties.**



# flock safety

## FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Customer") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Customer: Hall County, Georgia	Contact Name: Jeremy Grindle
Address: 2875 Browns Bridge Rd. Gainesville, GA 30504	Phone: 6786174631 E-Mail: jgrindle@hallcounty.org
Expected Payment Method:	Billing Contact: (if different than above) Accounts Payable 770-533-7102 Email invoices to: accountspayable@hallcounty.org

Initial Term: 12 Renewal Term: 12 Months	Billing Term: Annual payment due Net 30 per terms and conditions
---	--

Flock Group Inc.  
Today's Date - Jan 25, 2021  
This proposal expires in 30 days.

Order Form  
Hall County Sheriff

0066g00002E08nmAAB



# flock safety

Name	Price	QTY	Subtotal
<b>(Includes one-time fees)</b>			
Flock Falcon Camera Camera for evidence + real-time alerts to police. Used for high traffic and entrances / exits.	\$2,250.00	10	\$22,500.00
Implementation Fee Camera Installation Fee	\$0.00	10	\$0.00

Year 1 Total    **\$22,500.00**

Recurring Total:                      \$22500

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

<b>Flock Group Inc</b>	<b>Customer:</b>
By: Name: Title: _ Date:	By:  Name: Dena Bosten Title: _Director of Financial Services Date: 01/28/2021

Flock Group Inc.  
Today's Date - Jan 25, 2021  
This proposal expires in 30 days.

Order Form  
Hall County Sheriff

0066g00002E08nmAAB



# flock safety

## FLOCK GROUP INC. SERVICES AGREEMENT ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("Flock") and the customer identified below ("Customer") (each of Flock and Customer, a "Party"). This order form ("Order Form") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "Terms") which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "Effective Date").

Customer: Hall County, Georgia	Contact Name: Jeremy Grindle
Address: 2859 Browns Bridge Rd, Gainesville, GA 30504	Phone: <del>6788174834</del> E-Mail: jgrindle@hallcounty.org
Expected Payment Method: - ANNUAL BUDGET VIA STATEMENT OR P.O.	Billing Contact: ALONDRA CAMP A (if different than above) ACAMPA@HALLCOUNTY.ORG
Initial Term: 12 Renewal Term: 12 Months	Billing Term: Annual payment due Net 30 per terms and conditions

Flock Group Inc.  
Today's Date - Jan 25, 2021  
This proposal expires in 30 days.

Order Form  
Hall County Sheriff

0066g00002E08nmAAB



# flock safety

Name	Price	QTY	Subtotal
<b>(Includes one-time fees)</b>			
<b>Flock Falcon Camera</b> Camera for evidence + real-time alerts to police. Used for high traffic and entrances / exits.	\$2,250.00	10	\$22,500.00
<b>Implementation Fee</b> Camera Installation Fee	\$0.00	10	\$0.00

Year 1 Total **\$22,500.00**

Recurring Total: **\$22500**

**By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

<b>Flock Group Inc</b> <i>Alex Latraverse</i>	<b>Customer:</b> <i>Hall County Sheriff</i>
By: Name: Alex Latraverse Title: VP of Growth Date: 01/27/2021	By: <i>DALE LONG</i> Name: <i>Capt Dale Long</i> Title: <i>CAPT</i> Date: <i>1-27-21</i>

Flock Group Inc.  
Today's Date - Jan 25, 2021  
This proposal expires in 30 days.

Order Form  
Hall County Sheriff

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## **EXHIBIT A**

### **Statement of Work**

**Installation of Flock Camera on existing pole or Flock-supplied pole per agreed upon deployment plan.**

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Flock Group Inc.

Today's Date - Jan 25, 2021

This proposal expires in 30 days.

Order Form

Hall County Sheriff

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# flock safety

## GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the instructions of Non-Agency End User (“**Notifications**”);

**WHEREAS**, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.



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1.7 “**Hardware**” shall mean the Flock Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User.

1.12 “**Unit(s)**” shall mean the Hardware together with the Embedded Software.

1.13 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

## 2. FLOCK SERVICES AND SUPPORT

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access via the Web Interface for 30 days. Authorized End Users will be required to sign up for an account, and select a password and username (“**User ID**”). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which the Flock Services make available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND FLOCK’S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. To the extent practicable, Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency’s internal purposes in connection with its use of the Flock Services as contemplated herein.

**2.4 Usage Restrictions.** The purpose for usage of the equipment, the Services and support, and the Flock IP is solely to facilitate gathering evidence that could be used in a criminal investigation by the appropriate government agency



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and not for tracking activities that the system is not designed to capture (“Permitted Purpose”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; (viii) use the Services, support, equipment and the Flock IP for anything other than the Permitted Purpose; or (ix) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, or 2.3.

**2.5 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

**2.6 Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency’s or any Authorized End User’s use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock’s provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock’s access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a “**Service Suspension**”). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock’s registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the service suspension is not caused by Agency’s direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day).

## **2.7 Installation Services.**

**2.7.1 Designated Locations.** Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. Flock and Agency must mutually agree on the location (mounting site or pole), position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency’s delay in identifying the choices for the Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready. Designated Locations that are suggested by Flock and accepted by Agency without alteration will be known as Flock Designated Locations. After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the deployment plan (“**Reinstalls**”) driven by Agency’s request will incur a charge for Flock’s then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like.



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**2.7.2 Agency's Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. The "**Agency Installation Obligations**" include, to the extent required by the Deployment Plan, but are not limited to electrical work to provide a reliable source of 120V AC power that follow Flock guidelines and comply with local regulations if adequate solar exposure is not available. Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or (iii) any other services performed in connection with installation of the Hardware. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Customer if Customer did not address them or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**2.7.3 Flock's Installation Obligations.** The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are selected by Agency. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, Flock will continue to monitor the performance of the Units and receive access to the Footage for a period of 3 business days for maintenance purposes. Customer can opt out of Flock's access in the preceding sentence, which would waive Flock's responsibility to ensure such action was successful. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party.

**2.7.4 Security Interest.** The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.8 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

**2.9 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [hello@flocksafety.com](mailto:hello@flocksafety.com). Flock will use commercially reasonable efforts to respond to requests for support.

**2.10 Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement.

## 3. AGENCY RESTRICTIONS AND RESPONSIBILITIES



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**3.1 Agency Obligations.** Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

## 4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

**4.1 Confidentiality.** Each Party (the "*Receiving Party*") understands that the other Party (the "*Disclosing Party*") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "*Proprietary Information*" of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties' respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a



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third party, or the public as required or permitted by law, including respond to an emergency situation. Having received notice prior to data being deleted, Flock may store Footage in order to comply with a valid court order but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency and Non-Agency End User Data.** As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than 30 days. Agency has a 30-day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

**4.3 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.4 Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “*Aggregated Data*”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

## 5. PAYMENT OF FEES

**5.1 Fees.** Agency will pay Flock the first Usage Fee, the Installation Fee and any Hardware Fee (defined on the Order Form, together the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto. Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card. The first month of Services corresponding to the first Usage Fee payment will begin upon the first installation. For 10+-camera offerings where only some of the cameras are installed at the first installation and additional cameras will be installed later, prorated Usage Fees corresponding to the then-installed cameras will be invoiced to Agency immediately after installation and to the later camera installation(s) subsequently invoiced.

**5.2 Changes to Fees.** Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.



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Inquiries should be directed to Flock's customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

**5.3 Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

**5.4 No-Fee Term Access.** Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

## 6. TERM AND TERMINATION

**6.1 Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the greater of one year and the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**6.2 Agency Satisfaction Guarantee.** At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of actual cost of removal, said cost not to exceed \$500 per camera. Upon self-elected termination, a refund will be provided, prorated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at its own convenience upon termination. Advance notice will be provided.

**6.3 Termination.** In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

**6.4 Effect of Termination.** Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

**6.5 No-Fee Term.** The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee



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Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

**6.6 Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

## 7. REMEDY; WARRANTY AND DISCLAIMER

**7.1 Remedy.** Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Flock agrees to replace cameras at a fee according to the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer shall not be required to replace subsequently damaged or stolen units; however, Customer understands and agrees that functionality, including Footage, will be materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Customer regarding such affected functionality nor shall the Fees owed be impacted.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL FLOCK'S LIABILITY FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE MAXIMUM AMOUNT OF INSURANCE COVERAGE MAINTAINED BY FLOCK (CERTIFICATE OF INSURANCE TO BE PROVIDED UPON REQUEST), IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

**7.5 Insurance.** Flock and Agency will each maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of their business risk. Certificates of Insurance will be provided upon request.



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## 8. LIMITATION OF LIABILITY AND INDEMNITY

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) IN NO EVENT SHALL FLOCK'S LIABILITY FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE MAXIMUM AMOUNT OF INSURANCE COVERAGE MAINTAINED BY FLOCK (CERTIFICATE OF INSURANCE TO BE PROVIDED UPON REQUEST), IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

**8.4 Indemnity.** [Intentionally Removed]

## 9. RECORD RETENTION

**9.1 Data Preservation.** The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

## 10. MISCELLANEOUS



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**10.1 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

**10.2 Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

**10.3 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (<https://www.flocksafety.com/reinstall-fee-schedule>), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

**10.4 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

**10.5 Costs and Attorneys' Fees.** [Intentionally Removed]

**10.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. To the extent that the arbitration language below does not apply, the federal and state courts sitting in the State of Georgia will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**10.7 Publicity.** Unless otherwise indicated on the Order Form, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.8 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**10.9 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

**10.10 Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**10.11 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

**10.12 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.



# Signature Certificate

Document Ref.: HJT8G-QBNHT-3DXKF-IGKSA

Document signed by:

	<p><b>Alex Lat</b> Verified E-mail: lat@flocksafety.com</p> <p>IP: 76.97.107.29      Date: 27 Jan 2021 18:06:18 UTC</p>	<p><i>Alex Latraverse</i></p> 
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Document completed by all parties on:  
27 Jan 2021 18:06:18 UTC

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Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.





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## **Sole Source Letter for Flock Safety™ ALPR Cameras and Solution**

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

**The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:**

1. Vehicle Fingerprint Technology™:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, and vehicle attributes such as color, type, make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo
- Falcon Flex™: an infrastructure-free, location-flexible license plate reader camera that is easy to self install. Falcon Flex ties seamlessly into the Flock ecosystem with a small and lightweight camera with the ability to read up to 30,000 license plates and vehicle attributes on a single battery charge

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate



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- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
  - On device machine processing to limit LTE bandwidth consumption
  - Cloud storage of footage
  - Covert industrial design for minimizing visual pollution
3. Transparency & Ethical Product Design:
- One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
  - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
  - Privacy controls to enable certain vehicles to “opt-out” of being captured
4. Integrated Audio & Gunshot Detection:
- Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
5. Live Video Integration:
- Ability to apply computer vision to third-party cameras using Wing™ LPR, transforming them to evidence capture devices using the same Vehicle Fingerprint technology offered on the Flock Safety Falcon™ ALPR cameras
  - Wing™ Livestream integrates live stream traffic cameras, publicly or privately owned livestream security cameras into one cloud-based situational awareness dashboard to increase response time in mission-critical incidents
  - Manage various government intelligence including ALPR, livestream cameras, CAD, automatic vehicle location (AVL) on Flock Safety's Wing™ Suite
  - Access Wing™ Replay to unlock enhanced situational awareness with 7-day footage retention, Hot List Live Video Instant Replay, and downloadable MP4
6. Partnerships:
- Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
  - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
  - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
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## 7. Warranty & Service:

- Lifetime maintenance and support included in subscription price
- Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
- Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety



FLOCK SAFETY CAMERA

