



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

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

**Streamed Live on Hall County Government's Website - www.hallcounty.org
Monday, April 24, 2023 - 03:00 PM**

Call to Order

Community Services and Parks

- 1 Approve the award of IFB #052-43 Alberta Banks Park Fencing and Dugout Repairs for Community Services & Parks to Security Fence Company of Braselton, GA. The estimated cost is \$168,000.00.

County Attorney

- 2 Approval and authorization for the Chairman to execute an Intergovernmental Agreement between Hall County and the Hall County Board of Education regarding the acquisition of tax parcel numbers 10083 000038 and 10083 000039 of the Sardis Road Connector Project; and any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Financial Services

- 3 Approve the resolution to establish Georgia Fund 1 as an approved investment entity for Hall County, GA, and authorize the Chairman to sign all documents necessary to effectuate the resolution, subject to the review and approval by the County Attorney.

Fire Rescue

- 4 Approve the All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement with the U.S. Army Garrison of Fort Benning, GA and State of Georgia Counties (Dawson, Fannin, Gilmer, Hall, Lumpkin, Union, White).

Human Resources

- 5 Approve the Employment Agreement for the Communications and Strategic Engagement Manager.

Planning and Development

- 6 **3331 Friendship Road | Variance** | from Gateway Corridor Overlay District architectural requirements on a 9.13± acre tract located on the north side of Friendship Road approximately 1,190 feet from its intersection with Fall Branch Lane | Zoned AR-III and Gateway Corridor Overlay District; Tax Parcel 15048 000004B | **Proposed use: church** | Commission District 1 | **Eugene Kim, applicant.**
- 7 **5407 Lowman Road | Use Subject to County Commission Approval** | relocation of a site-built dwelling unit on a 1.02± acre tract located on the west side of Lowman Road at its intersection with Hubert Stephens Road | Zoned AR-III; Tax Parcel 11082 000079 | **Proposed use: single-family residence** | Commission District 3 | **Dalton Self, applicant.**
- 8 **8730 Forrester Road | Appeal a Planning Commission Decision** | for a road frontage variance from 50 feet to 0 feet 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 | **Kathryn Askew, applicant.**

Public Works and Utilities

- 9 Approve the award of Task Order #2023-030 Government Center Parking Lot Paving for Public Works & Utilities to Georgia Paving of Duluth, GA. The estimated cost is \$713,991.00.
- 10 Approval and authorization for the Chairman to execute a Resolution ratifying all land acquisitions for Public Works and Utilities projects from September 22, 2022 through April 23, 2023; and any and all documents necessary to effectuate the land acquisition, subject to review and approval by the County Attorney.
- 11 Approve the release of a \$451,409.00 Guaranty Performance/Maintenance Agreement for the streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 1. Commission District 1.
- 12 Approve the acceptance of a \$451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 1. Commission District 1.
- 13 Approve the release of a \$326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 3. Commission District 1.
- 14 Approve the acceptance of a \$326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 3. Commission District 1.
- 15 Approve the acceptance of a \$320,179.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Estates at Old Friendship Subdivision. Commission District 1.

Sheriff's Office

- 16 Approve the award of Task Order #2023-026 Training Center Architectural Design for the Hall County Sheriff's Office to Hussey Gay Bell and DeYoung International, Inc. of Duluth, GA, in the amount of \$425,000.00.

County Administrator

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

Commission Time

Adjourn

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



AGENDA ITEM

Community Services and Parks

REPORT TO: Work Session (04/24/23)
REPORT TO: Voting Meeting (04/25/23)
ITEM NO: 179/2023
SUBJECT: Approve the award of IFB #052-43 Alberta Banks Park Fencing and Dugout Repairs for Community Services & Parks to Security Fence Company of Braselton, GA. The estimated cost is \$168,000.00.

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: BH
Recommendation:
Security Fence Company, Braselton, GA.

Purpose of Request:

To repair fencing and dugouts at Alberta Banks Park for five (5) ballfields.

History:

This project was awarded to a vendor that wasn't able to finish the job for multiple reasons. The fencing was partially done and the dugouts were not started.

Facts and Issues:

Prior vendor that was awarded the project was not able to complete all of the fencing nor did the vendor get the dugouts completed. There are five (5) ballfields that need a total of eight (8) gates, rebuild one (1) double gate, replace railing and install eight (8) new concrete pads and dugouts.

Options:

Funding Requested	\$ 168,000.00
Are funds within current budget?	Yes
Source of Funds	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:

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

Attachments:

- Financial Supplement
- 052-43 Bid Tab
- 052-43 Security Fence proposal
- 052-43 HB&C proposal
- 052-43 Hasbun Construction proposal



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

AGENDA ITEM 179/2023

Funds Requested: \$ 168,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Impact Fees

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	026 - IMPACT FEE	264 - IMPACT FEE - PARK & L FUND	6009 - INFRASTRUCTURE	\$168,000.00

Budget Transfer Items:

Additional Information/Comments:

Enterprise ERP Code: 324-6210-541400-0000-

Contact for Questions: BH

Phone:

678-997-5823

IFB #052-43

Alberta Banks Park Fencing and Dugout Repairs		HB&C Ltd., LLC Buford, GA	Hasbun Construction, LLC Alpharetta, GA	Security Fence Co. Braselton, GA
Item #	Description			
1) Repair of fencing:	Labor to do all fencing repairs	\$14,000.00	\$31,264.11	\$0.00
	All materials needed to replace outfield fencing, backstop fencing, rewiring of gates, rebuild gate, replace top / middle rails	\$22,786.74	\$20,736.00	\$40,000.00 (inc. labor)
	(Must provide back-up details to support pricing)			
2) Dugouts:	Labor to install dugouts	\$18,000.00	\$104,666.80	\$0.00
	All material needed to install dugouts	\$123,678.93	\$66,113.06	\$128,000.00 (inc. labor)
	(Must provide back-up details to support pricing)			
	Total Cost of Project	\$178,465.67	\$222,779.97	\$168,000.00

Bid Sent: 61 (Hall Co.) 14

No Bid:

- Chattahoochee Group
- Celebrity Fence
- Simpson Trucking
- Griffin Bros. Inc.
- Construct Connect
- A&T Fence Inc.

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: 3-24-2022 **IFB Bid No:** #052-43

Bid Name: Alberta Banks Fencing and Dugout Repairs

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

Bidder Signature: *Cody Batten* Date: 3-27-2023

Print Name: Cody Batten

Title: CFO/ Manager

Print Name: _____

Phone Number: 770-421-5036 Email Address: info@securityfencega.com

Physical Address: 5454 Woodrum Ct. Braselton Ga 30517

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 #052-43

Company Name: Security Fence Company

Bidder's Name: Cody Batten

Bidder's Signature: *Cody Batten*

Date: 3-24-2022

Instructions: You must provide back-up information to support your proposal.

1) Repair of fencing:

Labor to do all fencing repairs: \$ _____

All material needed to replace outfield fencing,
backstop fencing, rewiring of gates, rebuild gate,
replace top / middle rails: \$ _____

(Must provide back-up details to support pricing.)

2) Dugouts:

Labor to install dugouts: \$ _____

All material needed to install dugouts: \$ _____

(Must provide back-up details to support pricing.)

3) Total cost of project: \$ 168,000.00



Security Fence Company

5454 Woodrun Court | Braselton, Georgia 30517
 770-532-5785 | info@securityfencega.com | www.securityfencega.com

RECIPIENT:

Hall County Parks
 5575 GC Crow Rd #2704
 Flowery Branch, GA 30542
 Phone: 6789975823

Quote #703

Sent on Jan 26, 2023

Total \$168,000.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Ball Park #1	Install 539' of 6' heavy duty 6ga 420' of 10' heavy duty 6ga 65' of backstop 24' heavy duty 6ga rewire 8 gates Rebuild one double gate Replace several damaged/missing top/middle rail. Straighten all top rail, posts, terminals, and hardware to appropriate ball park specs. Backfill all dirt	1	\$40,000.00	\$40,000.00
Dugouts	Install eight 10' tall 12'x20' dugouts with 4' walk gates. All concrete poured after posts installed at four (4) inches deep and 3000psi. Fabricated metal roofs with 2x6 steel beams painted black, 2" steel strips, and 26 gauge corrugated gray metal roofing. Heavy duty material and wire with extra support rails. Onsite welding required for beams.	8	\$15,500.00	\$124,000.00
Wing Walls	Two (2) additional wing walls for dugouts on field five (5) (8x8).	2	\$2,000.00	\$4,000.00

Total \$168,000.00

Due to material cost fluctuation, all wood quotes are good for 7 days. All other quotes are good for 15 days.

Credit and Debit Cards are subject to 3.5% Fee
 ACH Transfers are subject to a 1% Fee
 Financing is subject to 3.9% Fee



Security Fence Company

5454 Woodrun Court | Braselton, Georgia 30517

770-532-5785 | info@securityfencega.com | www.securityfencega.com

Notes Continued...

Security Fence Company will hereby provide the services described in this quote, provided that all terms and conditions of this contract are agreed upon by the buyer. By agreeing to this proposal, you, the buyer, hereby agree that:

1. I, the buyer, am responsible for locating my property lines and ensuring the fence lines are within the property (we recommend having the property surveyed beforehand).
2. I, the buyer, am responsible for any building permits (including HOA approvals) for their county, city, state, neighborhood, etc.
3. I, the buyer, understand that Security Fence Company is not responsible for any damage to water, gas, phone, cable lines, and any other utilities. We recommend calling GA-811 and having utility lines located before work begins.
4. I, the buyer, understand that Security Fence Company is not responsible for any damages to underground pipes, drains, wires, cables foundations, sprinkler, septic, or other underground systems.
5. I, the buyer, understand that Security Fence Company is not responsible for restoring landscaping that may have been altered or disturbed during construction unless a previous agreement is made.
6. I, the buyer, agree that any disputes concerning this agreement will be handled within local jurisdiction of the State of Georgia.
7. I, the buyer, understand that although there will be a tentative install date for the project, due to weather, manpower, equipment or vehicle failure, and material availability can cause delays. I agree that Security Fence Company is not responsible for any inconvenience and/or expenses caused by install delays.
8. I, the buyer, understand that Security Fence Company is not responsible for injury or death associated with pets, children, or adults who may climb the fence, open a gate, crawl under a fence, fence gaps, etc. We keep security and safety in mind; however, over time, gaps, uneven surfaces, and wear and tear can cause safety and security concerns.
9. I, the buyer, understand that if there is any alternative/additional requests or unforeseen obstacles such as rock formations, hidden foundations, roots, and etc will be subject to additional charges.
10. I, the buyer, agree to pay Security Fence Company in full when invoice is due unless other payment agreement is specified in writing. Failure to pay the invoice can result in fees, a contractor's lien on the property, and the removal of fencing/gates. \$150 per hour charge for labor will be invoiced if Security Fence Company has to reposes a structure.
11. I, the buyer, agree that Security Fence Company is not responsible to any damage caused by the attachment of fencing or gates to masonry structures, slabs, brick structures, columns, siding, foundation, or similar structures. Know that anchoring, bolting, and drilling these structures can compromise their integrity and Security Fence Company is not liable for any damage to said structures.
12. Wood Fences and Gates are warranties 6 months, all other fences and gates are warrantied for 12 months from installation against defects associated with workmanship or exclusion of necessary materials. This warranty does not include damage from vandalism, weather, vehicle, climbing, altering, or regular wear and tear. Changes in dimension, color, and shape caused by typical wear and tear will not be covered under the warranty. Warping or cracking of wood materials are not subject to warranty. I, the buyer, agree to these terms.
13. If a project is canceled within 14 days of the tentative install date, I agree to reimburse Security Fence Company for any materials purchased for the project that cannot be returned and be subject to \$250 cancellation fee.
14. I, the buyer, understand that Security Fence Company is not responsible for any damage to property, injury, or death caused by a gate operator.
15. (if opting for a gate operator without a photo cell eye or other safety sensors) I, the buyer, understand that Security Fence Company is not responsible for any damage to property, injury, or death caused by a gate operator due to the lack of installation of safety sensors.

Signature: _____ Date: _____

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: 03.29.2023 IFB Bid No: #052-43

Bid Name: Alberta Banks Fencing and Dugout Repairs

"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: 03.28.2023

Print Name: Dudley Hunt, IV

Title: Managing Member

Print Name: HB&C Ltd., LLC

Phone Number: 770.630.3703 Email Address: michael@hbandc.com

Physical Address: 4977 Lanier Islands Parkway, #113, Suite 2144, Buford, GA 30518

Physical Address 2: _____

Acknowledge receipt of all issued addenda (if any) by listing their numbers and date of issuance below: IFB Number #052-43-Addendum 1 03.23.2023


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 #052-43

Company Name: HB&C Ltd., LLC
Bidder's Name: Dudley Hunt, IV
Bidder's Signature: 
Date: 03.28.2023

Instructions: You must provide back-up information to support your proposal.

1) Repair of fencing:

Labor to do all fencing repairs: \$ 14,000.00

All material needed to replace outfield fencing,
backstop fencing, rewiring of gates, rebuild gate,
replace top / middle rails: \$ 22,786.74

(Must provide back-up details to support pricing.)

2) Dugouts:

Labor to install dugouts: \$ 18,000.00

All material needed to install dugouts: \$ 123,678.93

(Must provide back-up details to support pricing.)

3) Total cost of project: \$ 178,465.67



Fencing Details

Fence Mesh:	\$14,793.07
Fence Rails:	\$258.53
Dirt:	\$1,096.09
Wings:	\$1,780.00
Latches:	\$123.01
Equipment:	\$4,736.04
Total:	\$22,786.74

Dugout Details

Concrete:	\$7890.50
Forms:	\$635.30
Wire Mesh:	\$953.43
Dugout Canopy's:	\$114,199.70
Total:	\$123,678.93

Bid #052-43 – 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:

1. We propose to use 29 gauge for the corrugated steel instead of the specified 26 gauge for the canopies.
2. We propose to use 3" posts instead of the specified 4" posts for the canopies.
3. We propose to use 10' tall, 10' x 20' canopies instead of the 10' tall, 12' x 20' canopies as specified.
4. We propose to use 3" x 8" framing instead of the specified 2" x 6" framing for the canopies.

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: 03/29/2023 **IFB Bid No: #** 052-43
Bid Name: Alberta Banks Park Fencing and Dugout Repairs

“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: 03/29/2023
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: _____

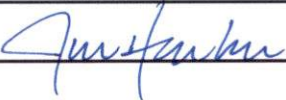
Acknowledge receipt of all issued addenda (if any) by listing their numbers and date of issuance below:

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 #052-43

Company Name: Hasbun Construction, LLC
Bidder's Name: Jose Hasbun
Bidder's Signature: 
Date: 03/29/2023

Instructions: You must provide back-up information to support your proposal.

1) Repair of fencing:

Labor to do all fencing repairs: \$ 31,264.11

All material needed to replace outfield fencing,
backstop fencing, rewiring of gates, rebuild gate,
replace top / middle rails: \$ 20,736.00

(Must provide back-up details to support pricing.)

2) Dugouts:

Labor to install dugouts: \$ 104,666.80

All material needed to install dugouts: \$ 66,113.06

(Must provide back-up details to support pricing.)

3) Total cost of project: \$ 222,779.97



AGENDA ITEM

County Attorney

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 200/2023

SUBJECT: Approval and authorization for the Chairman to execute an Intergovernmental Agreement between Hall County and the Hall County Board of Education regarding the acquisition of tax parcel numbers 10083 000038 and 10083 000039 of the Sardis Road Connector Project; and any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: BL
Recommendation: Approval

Purpose of Request:

Approval and authorization for the Chairman to execute an Intergovernmental Agreement between Hall County and the Hall County Board of Education regarding the acquisition of parcels 15 and 34 of the Sardis Road Connector Project, and any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

History:

The Board of Education and the County have negotiated a purchase price for the acquisition of two parcels necessary for the construction of the Sardis Road Connector Project.

Facts and Issues:

The total purchase price for the two parcels is \$215,000. As a part of the project, the County will improve access to and from the Board of Education's property.

Options:

The execution of this Intergovernmental Agreement prevents a future condemnation action with regard to the two parcels.

Funding Requested	\$ 215,000.00
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes

Has it been reviewed by the County Attorney?

Yes

Is there a deadline for this item?

Approvals:

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

Attachments:

Financial Supplement

IGA between Hall County and the Hall County Board of Education



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

AGENDA ITEM 200/2023

Funds Requested: \$ 215,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	028 - SPLOST VIII		5001 - LAND	\$215,000.00

Budget Transfer Items:

Additional Information/Comments:

Enterprise ERP Code: 324-4971-541100-0000- SARDROW-4971-541100-

Contact for Questions: BL

Phone:

770-297-2686

STATE OF GEORGIA
COUNTY OF HALL

**INTERGOVERNMENTAL AGREEMENT BETWEEN HALL COUNTY, GEORGIA
AND THE HALL COUNTY BOARD OF EDUCATION REGARDING THE TRANSFER
OF TWO PARCELS OF LAND FOR THE SARDIS ROAD CONNECTOR PROJECT**

This Intergovernmental Agreement, is entered into as of the _____ day of January, 2023, by and between Hall County, Georgia, a political subdivision of the State of Georgia, by and through its duly authorized governing authority, the Board of Commissioners of Hall County, Georgia, (hereinafter referred to as "Hall County"), and the Hall County Board of Education as created by the general assembly of the state of Georgia pursuant to Georgia Laws 1960 page 1199, as amended (hereinafter referred to as the "Board of Education"). The purpose of this Agreement is to set forth the responsibilities and obligations of each party with regard to the Board of Education's transfer of certain land to be used by the County as right of way and easements for the Sardis Road Connector Project (hereinafter the "Project").

WITNESSETH

WHEREAS, the Georgia Constitution, Art. 9, Section 3, Paragraph 1 authorizes School Districts and Counties in Georgia to enter into Intergovernmental Agreements for the provision of services; and

WHEREAS, the Board of Education presently holds title to two parcels of real property known as 2740 Fran Mar Drive, Gainesville, Georgia and Brackett Drive, Gainesville, Georgia, portions of which are necessary for the new Project. The portions of the parcels which are necessary for the Project are as follows:

Tax Parcel Number: 10083 000038

Address: 2740 Fran Mar Drive, Gainesville, Georgia 30506

Project: Sardis Road Connector from East of Chestatee Road to West of S.R.60
Along S.R. 283

P. I. Number: STP00-0003-00(626) Parcel 15

Portion of Property Needed for the Project:

135,691.70 Square Feet of Right of Way

46,760.47 Square Feet of Permanent Construction Easement

Temporary Driveway Easement

Property to be Acquired is More Particularly Described and Shown on Exhibit "A"

Tax Parcel Number: 10083 000039

Address: Brackett Drive, Gainesville, Georgia 30506

Project: Sardis Road Connector from East of Chestatee Road to West of S.R.60
Along S.R. 283

P. I. Number: STP00-0003-00(626) Parcel 34

Portion of Property Needed for the Project:

80,668.43 Square Feet of Right of Way

37,233.15 Square Feet of Permanent Construction Easement

Temporary Driveway Easement

Property to be Acquired is More Particularly Described and Shown on Exhibit "B"

The land to be acquired as Parcels 15 and 34 of the Project is hereinafter described as the "Property". The Plans for the Proposed Sardis Road Connector Project are attached hereto as Exhibit "C"; and

WHEREAS, the Board of Education desires to transfer the Property for both parcels 15 and 34 necessary for the Project to Hall County to facilitate their use in conjunction with the Project; and

WHEREAS, Hall County desires to accept the transfer of the Property from the Board of Education; and

WHEREAS, both parties to this Agreement recognize the benefit of the roadway improvements associated with the Project to the citizens of Hall County;

NOW, THEREFORE, it is agreed by and between Hall County and the Board of Education as follows:

1.

The Board of Education shall by warranty deed transfer title and ownership of the Property to Hall County for the sum of One Hundred Fifty Thousand Dollars (\$150,000.00).

2.

Upon the transfer of the Property, Hall County will use the property for the public road known as the Sardis Road Connector Project.

3.

The Project will necessitate the removal of a school sign on Parcel 15, and Hall County shall pay the Board of Education the sum of Sixty-Five Thousand Dollars (\$65,000.00) in order that the Board of Education may construct a new school sign on its remaining property.

4.

As additional consideration for this Agreement, Hall County has ensured that the Plans for the Project show that the Project contains an enhanced design to facilitate traffic entering and exiting the Board of Education's property.

5.

Any and all temporary easements will terminate upon completion and acceptance of the Sardis Road Connector Project by the Department of Transportation.

6.

In the event that there is any tenant now in possession of the Property or any other party having a claim or interest in the Property to be acquired, the Board of Education shall obtain releases or quitclaim deeds from such party.

7.

This Agreement shall become effective upon the execution by authorized representatives of Hall County and the Board of Education.

8.

The terms of this Agreement shall not be altered, amended or modified except in writing, signed by duly authorized officers and representatives of the parties hereto.

9.

This Agreement shall be construed under the laws of the state of Georgia. Jurisdiction and venue for any judicial proceedings relating hereto shall be the Superior Court of Hall County, Georgia.

10.

If any paragraph, subparagraph, 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 construed to affect the portions of this Agreement not held to be invalid. It is hereby declared to be the intent of Hall County and the Board of Education to provide for separable and divisible parts, and they do hereby adopt any and all parts hereof as may not be held invalid for any reason.

11.

Any notice or communications hereunder shall be in writing or shall be deemed to have been delivered when deposited in the United States mail, registered or certified, addressed as follows:

Hall County, Georgia
Attn: Chairman
P.O. Drawer 1435 Gainesville,
Georgia 30503

Hall County Board of Education
Attn: Chairman
711 Green Street #100
Gainesville, GA 30501

or to such other address as either party may designate for itself by written notice to the other given from time to time, in the manner herein provided.

12.

Time is of the essence under this Agreement.

13.

Should any of the provisions of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms of any provisions shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent, prepared the same, it being agreed that both parties and their agents

have participated in the preparation and negotiation of this Agreement.

14.

Wherever there is a reference in this Agreement to the Board of Education or Hall County or when personal pronouns are used herein, the singular includes the plural and vice-versa and the masculine includes the feminine and the neuter, as may fit the particular parties and said terms include and bind the successors, successors-in-title and assigns of the parties hereto. When the terms “herein, within, hereof, above, below or similar terms” are used in this Agreement, they shall refer to the Agreement as a whole and not just to the sentence and paragraph where they appear in this Agreement.


15.

This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in the transfer of the Property contemplated in this Agreement and supersedes any and all prior to contemporaneous agreements, whether written or oral. No covenants, agreements, terms, provisions, warranties, statements, representations or undertakings, whether written or oral, made or executed by any party hereto shall be binding on any party hereto, unless specifically set forth or incorporated in this Agreement.

IN WITNESS WHEREOF, the parties hereto, by and through their Chief Executive Officers, have executed this Agreement the date and year above written.

(Signatures on the following page.)

**HALL COUNTY,
BOARD OF EDUCATION**

By: 
Craig Herrington, Chairman
Hall County Board of Education

Attest: 
Secretary

Date: _____

(Seal)

Approved as to form by:

Cory O. Kirby

HALL COUNTY, GEORGIA

By: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Attest: _____
Jennifer Rivera, County Clerk

Date: _____

(Seal)

Approved as to form by:

Van Stephens, County Attorney

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF HALL
OWNER: HALL COUNTY BOARD OF EDUCATION
2740 FRAN MAR DRIVE

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 015
TAX ID # 10083 000038

Granted is additional, required right of way, in Fee Simple, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 83 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a point on the existing eastern right of way of Fran Mar Drive, said right of way being 60 feet in width, said point also lying 53.00 feet right of station 37+65.47 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding along said existing right of way along the arc of a curve to the left having a radius of 2019.39 feet and an arc length of 57.93 feet, being subtended by a chord bearing and distance of North 0°15'50" East, 57.93 feet to a point 34.09 feet right of station 38+16.80;

Thence North 0°47'07" West, 295.64 feet to a point 0.01 feet right of station 41+05.26;

Thence North 0°20'24" West, 217.22 feet to a point 1.28 feet right of station 43+22.47;

Thence North 0°28'36" East, 392.57 feet to a point 1.99 feet right of station 47+15.03;

Thence North 1°21'24" East, 469.30 feet to a point 87.43 feet left of station 51+64.38;

Thence along the arc of a curve to the right having a radius of 104.82 feet and an arc length of 88.58 feet, being subtended by a chord bearing and distance of North 34°45'02" East, 234.78 feet to a point 11.79 feet left of station 55+40.46;

Thence North 49°46'31" East, 65.82 feet to a point 56.48 feet left of station 53+09.59;

Thence along the arc of a curve to the left having a radius of 398.78 feet and an arc length of 237.78 feet, being subtended by a chord bearing and distance of North 0°15'50" East, 57.93 feet to a point 34.09 feet right of station 38+16.80;

Thence North 17°35'35" East, 54.89 feet to a point 12.42 feet left of station 55+96.42;

Thence along the arc of a curve to the left having a radius of 1080.60 feet and an arc length of 47.63 feet, being subtended by a chord bearing and distance of North 15°14'19" East, 47.62 feet to a point 11.06 feet left of station 56+44.92;

Thence leaving said right of way and proceeding thru the property now or formerly of Hall County Board of Education South 75°40'12" East, 64.14 feet to a point 53.00 feet right of station 56+41.93;

Thence along the arc of a curve to the right having a radius of 697.00 feet and an arc length of 149.63 feet, being subtended by a chord bearing and distance of South 17°51'57" West, 149.34 feet to a point 53.00 feet right of station 55+03.68;

Thence South 24°00'31" West, 103.68 feet to a point 53.00 feet right of station 54+00.00;

Thence South 65°59'29" East, 12.00 feet to a point 65.00 feet right of station 54+00.00;

Thence South 24°00'31" West, 327.38 feet to a point 65.00 feet right of station 50+72.62;

Thence along the arc of a curve to the left having a radius of 578.00 feet and an arc length of 87.75 feet, being subtended by a chord bearing and distance of South 19°39'34" West, 87.67 feet to a point 65.00 feet right of station 49+75.00;

Thence South 29°28'35" East, 40.29 feet to a point 92.64 feet right of station 49+41.58;

Thence South 7°00'49" West, 48.13 feet to a point 95.00 feet right of station 48+85.28;

Thence South 26°16'55" West, 77.83 feet to a point 65.00 feet right of station 48+03.18;

Thence South 0°00'00" East, 168.82 feet to a point 65.00 feet right of station 46+34.36;

Thence South 4°35'19" West, 150.00 feet to a point 53.00 feet right of station 44+84.84;

Thence South 0°00'00" East, 474.75 feet to a point 53.00 feet right of station 40+10.09;

Thence along the arc of a curve to the right having a radius of 703.00 feet and an arc length of 264.57 feet, being subtended by a chord bearing and distance of South 10°46'55" West, 263.01 feet to the POINT OF BEGINNING.

Said tract contains 135,691.70 square feet or 3.115 acres per the aforementioned right of way plans, also attached hereto as "EXHIBIT C"

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF HALL
OWNER: HALL COUNTY BOARD OF EDUCATION
2740 FRAN MAR DRIVE

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 015
TAX ID # 10083 000038

Granted is permanent easement for the construction & maintenance of slopes and utility relocation, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 83 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a point on the existing eastern right of way of Fran Mar Drive, said right of way being 60 feet in width, said point also lying 66.85 feet right of station 37+33.05 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding along said existing right of way along the arc of a curve to the left having a radius of 2019.39 feet and an arc length of 38.01 feet, being subtended by a chord bearing and distance of North 01°37'30" East, 38.01 feet to a point 53.00 feet right of station 37+65.47;

Thence leaving said right of way and proceeding thru the property now or formerly of the Hall County Board of Education along the arc of a curve to the left having a radius of 703.00 feet and an arc length of 247.98 feet, being subtended by a chord bearing and distance of North 11°27'29" East, 247.98 feet to a point 53.00 feet right of station 39+94.75;

Thence South 51°15'27" East, 10.62 feet to a point 61.47 feet right of station 39+88.86;

Thence South 1°22'25" West, 236.69 feet to a point 101.75 feet right of station 37+80.68;

Thence South 55°17'02" West, 64.10 feet to the POINT OF BEGINNING.

Said tract contains 6,457.48 square feet or 0.148 acre per the aforementioned right of way plans, also attached hereto as "EXHIBIT C"

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF HALL
OWNER: HALL COUNTY BOARD OF EDUCATION
2740 FRAN MAR DRIVE

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 015
TAX ID # 10083 000038

Granted is permanent easement for drainage, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 83 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a point lying 53.00 feet right of station 39+94.75 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding thru the property now or formerly of the Hall County Board of Education along the arc of a curve to the left having a radius of 703.00 feet and an arc length of 16.59 feet, being subtended by a chord bearing and distance of North 00°40'35" East, 16.59 feet to a point 53.00 feet right of station 40+10.09;

Thence North 0°00'00" East, 34.54 feet to a point 53.00 feet right of station 40+44.62;

Thence South 51°15'37" East, 62.24 feet to a point 101.56 feet right of station 40+06.27;

Thence South 1°22'25" West, 446.21 feet to a point 217.07 feet right of station 36+54.97;

Thence North 89°35'51" West, 40.01 feet to a point 183.00 feet right of station 36+38.94;

Thence North 1°22'25" East, 427.10 feet to a point 61.47 feet right of station 39+88.86;

Thence North 51°15'27" West, 10.62 feet to the POINT OF BEGINNING.

Said tract contains 18,919.53 square feet or 0.434 acre per the aforementioned right of way plans, also attached hereto as "EXHIBIT C"

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF HALL
OWNER: HALL COUNTY BOARD OF EDUCATION
2740 FRAN MAR DRIVE

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 015
TAX ID # 10083 000038

Granted is permanent easement for the construction & maintenance of slopes and utility relocation, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 83 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a lying 53.00 feet right of station 56+41.93 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding thru the property now or formerly of the Hall County Board of Education South 75°39'12" East, 18.67 feet to a point 71.65 feet right of station 56+41.16;

Thence South 22°07'34" West, 76.92 feet to a point 61.90 feet right of station 55+72.00;

Thence South 21°28'40" West, 182.14 feet to a point 65.99 feet right of station 53+96.46;

Thence South 14°54'51" West, 124.95 feet to a point 85.74 feet right of station 52+73.08;

Thence South 24°39'38" West, 84.36 feet to a point 84.78 feet right of station 51+88.73;

Thence South 30°46'15" West, 26.84 feet to a point 81.62 feet right of station 51+62.08;

Thence South 30°48'07" West, 6.00 feet to a point 80.91 feet right of station 51+56.12;

Thence South 32°29'24" West, 57.63 feet to a point 72.41 feet right of station 50+99.12;

Thence South 21°26'31" West, 107.78 feet to a point 71.44 feet right of station 49+80.99;

Thence South 65°50'50" West, 8.38 feet to a point 65.00 feet right of station 49+75.00;

Thence along the arc of a curve to the right having a radius of 578.00 feet and an arc length of 87.75 feet, being subtended by a chord bearing and distance of North 19°39'34" East, 87.67 feet to a point 65.00 feet right of station 50+72.62;

Thence North 24°00'31" East, 327.38 feet to a point 65.00 feet right of station 54+00.00;

Thence North 65°59'29" West, 12.00 feet to a point 53.00 feet right of station 55+03.68;

Thence along the arc of a curve to the left having a radius of 697.00 feet and an arc length of 149.63, being subtended by a chord bearing and distance of North 17°51'57" East, 149.34 feet to a the POINT OF BEGINNING.

Said tract contains 7,900.16 square feet or 0.181 acre per the aforementioned right of way plans, also attached hereto as "EXHIBIT C"

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF HALL
OWNER: HALL COUNTY BOARD OF EDUCATION
2740 FRAN MAR DRIVE

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 015
TAX ID # 10083 000038

Granted is permanent easement for the construction & maintenance of slopes and utility relocation, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 83 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a lying 82.90 feet right of station 48+47.96 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding thru the property now or formerly of the Hall County Board of Education South 9°29'42" West, 46.18 feet to a point 76.64 feet right of station 47+96.61;

Thence South 10°22'11" East, 46.61 feet to a point 85.03 feet right of station 47+50.76;

Thence South 0°25'04" West, 116.53 feet to a point 84.18 feet right of station 46+34.23;

Thence South 6°46'16" West, 136.55 feet to a point 68.08 feet right of station 44+98.63;

Thence South 0°06'17" West, 448.63 feet to a point 67.26 feet right of station 40+50.00;

Thence North 90°00'00" East, 36.59 feet to a point 103.85 feet right of station 40+50.00;

Thence South 0°46'18" East, 44.33 feet to a point 104.46 feet right of station 40+06.29;

Thence North 90°00'00" West, 2.90 feet to a point 101.56 feet right of station 40+06.27;

Thence North 51°15'37" West, 62.24 feet to a point 53.00 feet right of station 40+44.62;

Thence North 0°00'00" East, 440.22 feet to a point 53.00 feet right of station 44+84.84;

Thence North 4°35'19" East, 150.00 feet to a point 65.00 feet right of station 46+34.36;

Thence North 0°00'00" East, 168.82 feet to a point 65.00 feet right of station 48+03.18;

Thence North 26°17'37" East, 43.47 feet to the POINT OF BEGINNING.

Said tract contains 13,483.30 square feet or 0.310 acre per the aforementioned right of way plans, also attached hereto as "EXHIBIT C"

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF HALL
OWNER: HALL COUNTY BOARD OF EDUCATION
2740 FRAN MAR DRIVE

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 015
TAX ID # 10083 000038

Granted is temporary construction easement for the construction of driveways, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 83 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a lying 65.00 feet right of station 49+75.00 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence North 65°50'31" East, 140.31 feet to a point 165.23 feet right of station 50+89.75;

Thence South 25°50'39" East, 79.92 feet to a point 224.90 feet right of station 50+19.66;

Thence South 48°53'02" West, 150.77 feet to a point 133.29 feet right of station 48+52.39;

Thence North 90°00'00" West, 50.53 feet to a point 82.90 feet right of station 48+47.96;

Thence North 26°17'40" East, 34.31 feet to a point 95.00 feet right of station 48+85.28;

Thence North 7°00'54" East, 48.17 feet to a point 92.64 feet right of station 49+41.58;

Thence North 29°28'21" West, 40.29 feet to the POINT OF BEGINNING.

Said tract contains 15,950.74 square feet or 0.366 acre per the aforementioned right of way plans, also attached hereto as "EXHIBIT C".

EXHIBIT "A"

STATE OF GEORGIA
COUNTY OF HALL
OWNER: HALL COUNTY BOARD OF EDUCATION
2740 FRAN MAR DRIVE

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 015
TAX ID # 10083 000038

Granted is temporary construction easement for the construction of driveways, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 83 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a lying 219.26 feet right of station 36+55.95 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence North 9°18'59" East, 97.28 feet to a point 187.85 feet right of station 37+26.11;

Thence North 0°46'10" West, 394.46 feet to a point 103.85 feet right of station 40+50.00;

Thence North 0°46'02" West, 222.56 feet to a point 100.87 feet right of station 42+72.54;

Thence along the arc of a curve to the right having a radius of 217.50 feet and an arc length of 48.65 feet, being subtended by a chord bearing and distance of North 5°37'38" East, 48.54 feet to a point 105.63 feet right of station 43+20.85;

Thence North 11°15'43" East, 143.94 feet to a point 133.74 feet right of station 44+62.02;

Thence South 73°11'20" East, 126.96 feet to a point 255.27 feet right of station 44+25.30;

Thence South 16°48'40" West, 50.52 feet to a point 240.66 feet right of station 43+76.94;

Thence South 73°35'49" East, 48.70 feet to a point 287.38 feet right of station 43+63.19;

Thence South 16°53'49" West, 48.99 feet to a point 273.14 feet right of station 43+16.31;

Thence North 83°25'01" West, 78.10 feet to a point 195.55 feet right of station 43+25.29;

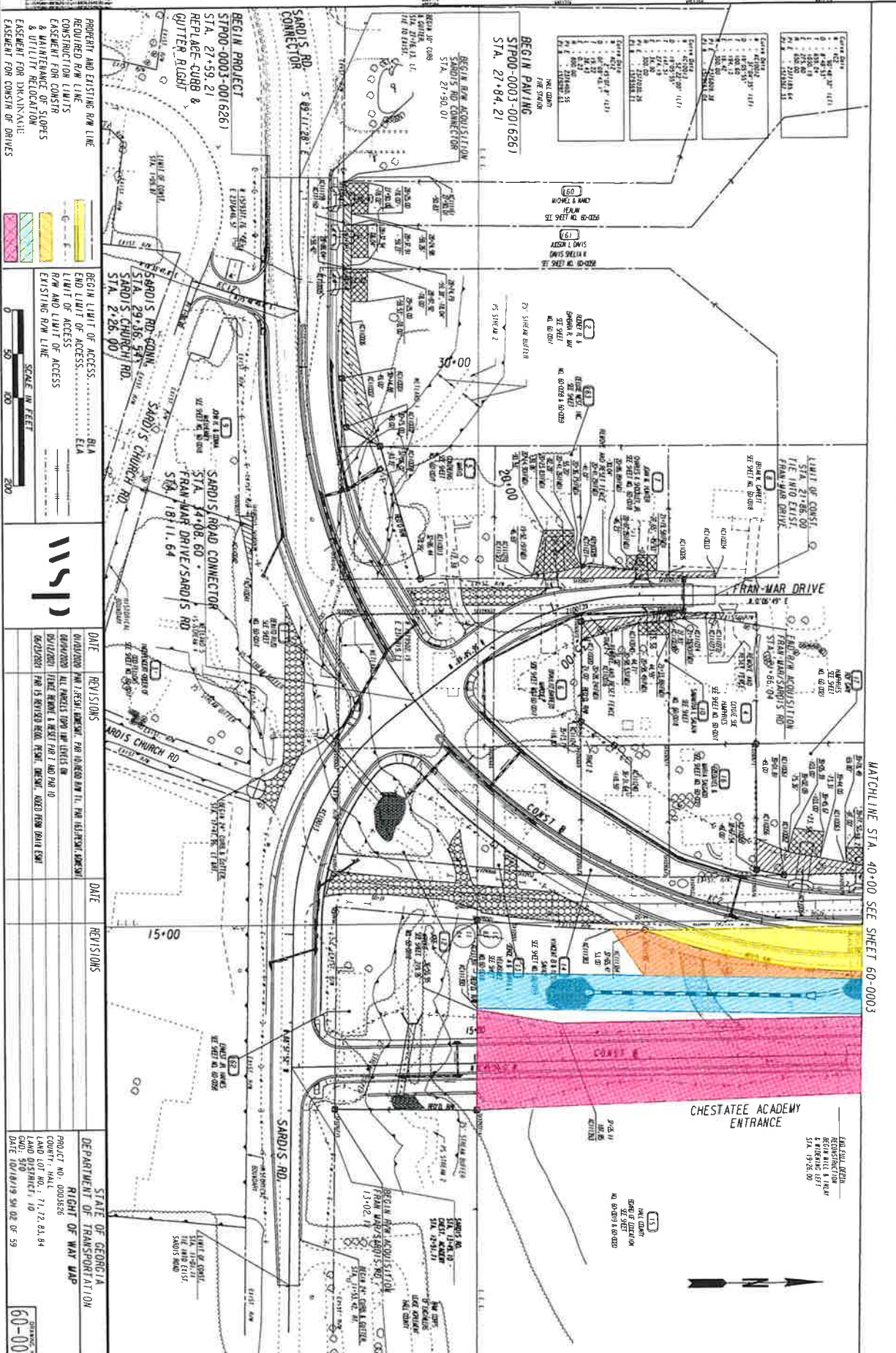
Thence along the arc of a curve to the left having a radius of 132.50 feet and an arc length of 52.87 feet, being subtended by a chord bearing and distance of South 10°38'37" West, 52.52 feet to a point 185.85 feet right of station 42+73.67;

Thence South 0°46'08" East, 223.72 feet to a point 188.86 feet right of station 40+50.00;

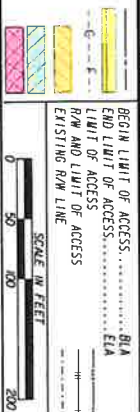
Thence South 1°59'48" East, 491.51 feet to a point 317.67 feet right of station 36+94.72;

Thence North 89°36'14" West, 112.59 feet to the POINT OF BEGINNING.

Said tract contains 85,969.69 square feet or 1.974 acres per the aforementioned right of way plans, also attached hereto as "EXHIBIT C"



PROPERTY AND EXISTING ROW LINE
 RECONSTRUCTED ROW LINE
 CONSTRUCTION ROW LINE
 ESCAPEMENT FOR CURBS
 & MAINTENANCE OF SLOPES
 & UTILITY RELOCATION
 ESCAPEMENT FOR DRAINAGE
 ESCAPEMENT FOR CURBS OR DRIVES



DATE	REVISIONS	DATE	REVISIONS
04/20/20	REVISED PER COMMENTS FROM THE ENGINEER FOR THE CONSTRUCTION PERMITS		
04/20/20	REVISED PER COMMENTS FROM THE ENGINEER FOR THE CONSTRUCTION PERMITS		
04/20/20	REVISED PER COMMENTS FROM THE ENGINEER FOR THE CONSTRUCTION PERMITS		

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT NO.: 0008566
 COUNTY: HALL
 LAND LOT NO.: 71, 72, 83, 84
 LAND DISTRICT: 10
 DATE: 10/21/19 SH 02 OF 59

60-0002

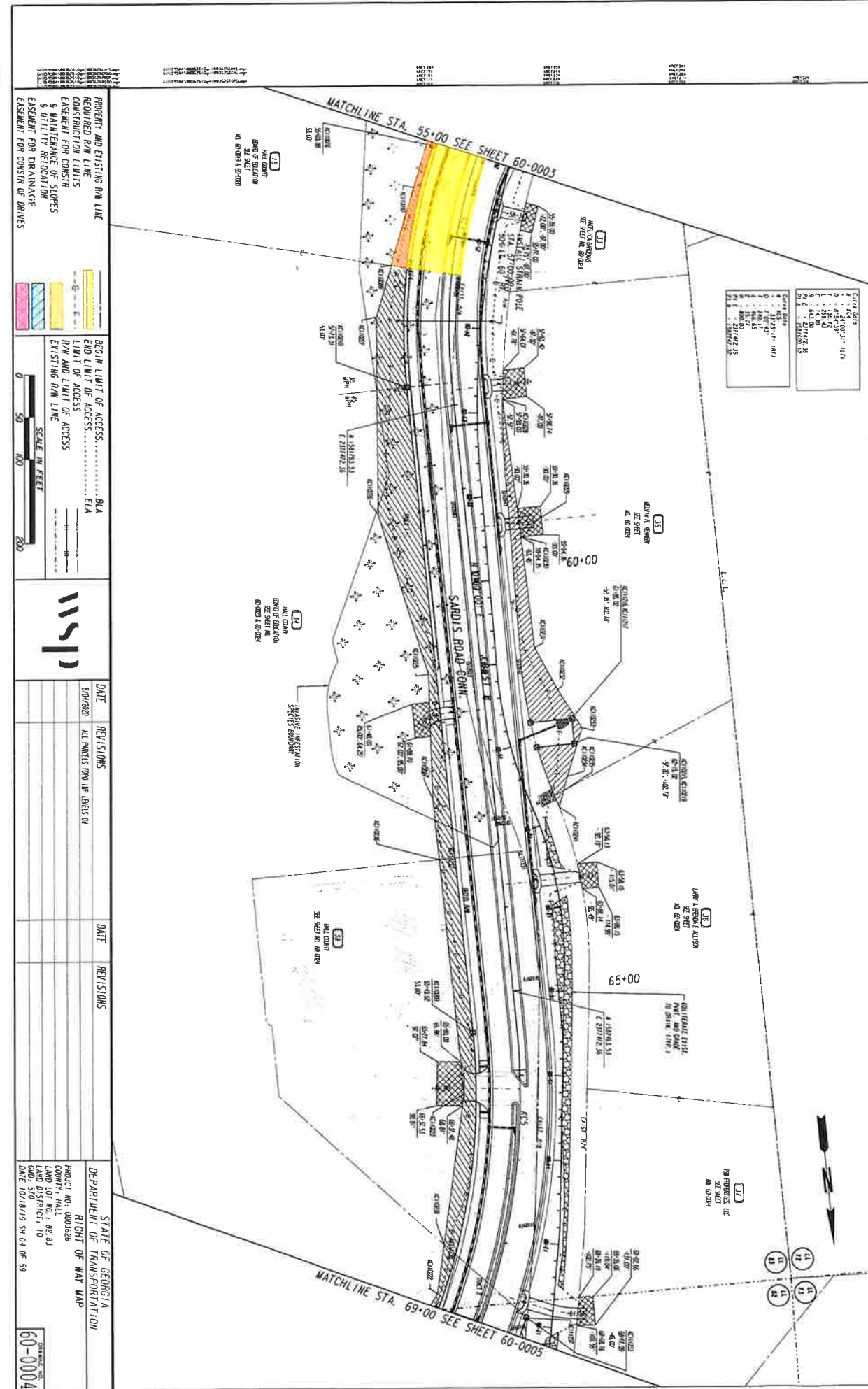
EXISTING UTILITIES
 RECONSTRUCTION
 BEGIN DATE: 11/19/2019
 END DATE: 03/31/2020

CHESTATEE ACADEMY
 ENTRANCE

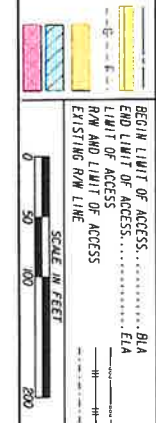


Curve Data

1	24.00'	11.1%
2	5.25'	11.1%
3	20.00'	11.1%
4	6.00'	11.1%
5	6.00'	11.1%
6	21.00'	11.1%
7	1.00'	11.1%
8	1.00'	11.1%
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96	1.00'	11.1%
97	1.00'	11.1%
98	1.00'	11.1%
99	1.00'	11.1%
100	1.00'	11.1%



PROPERTY AND EXISTING ROW LINE
 REQUIRED ROW LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTRUCTION
 & MAINTENANCE OF SLOPES
 & UTILITIES
 EASEMENT FOR DISKANCE
 EASEMENT FOR CONFINEMENT OF DRIVES



DATE	REVISIONS	DATE	REVISIONS
01/15/2024	ALL PAGES (90) UP LINES ON		

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT NO. 0005656
 COUNTY: HALL
 LAND LOT NO.: 82.81
 LAND DISTRICT: 10
 DATE: 01/15/2024 SH 04 OF 59

60-0004

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF HALL
OWNER: HALL COUNTY BOARD OF EDUCATION
BRACKETT DRIVE

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 034
TAX ID # 10083 000039

Granted is additional, required right of way, in Fee Simple, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 83 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a point on the existing eastern right of way of Brackett Drive, said right of way being 60 feet in width, said point also lying 11.06 feet left of station 56+44.92 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding along said existing right of way along the arc of a curve to the left having a radius of 1080.60 feet and an arc length of 273.05 feet, being subtended by a chord bearing and distance of North 6°44'14" East, 272.32 feet to a point 8.33 feet right of station 59+18.41;

Thence North 0°55'55" East, 195.88 feet to a point 11.52 feet right of station 61+14.26;

Thence along the arc of a curve to the left having a radius of 544.49 feet and an arc length of 178.63, being subtended by a chord bearing and distance of North 8°27'59" West, 177.83 feet to a point 14.67 feet left of station 62+90.15;

Thence North 17°51'52" West, 5.32 feet 16.30 feet left of station 62+95.21;

Thence along the arc of a curve to the right having a radius of 465.14 feet and an arc length of 42.09, being subtended by a chord bearing and distance of North 15°01'09" West, 42.07 feet to a point 27.20 feet left of station 63+35.85;

Thence leaving said right of way and proceeding along the property now or formerly of Hall County North 90°00'00" East, 80.20 feet to a point 53.00 feet right of station 63+35.85;

Thence proceeding thru the property now or formerly of Hall County Board of Education South 0°00'00" East, 562.54 feet to a point 53.00 feet right of station 57+73.31;

Thence along the arc of a curve to the right having a radius of 697.00 feet and an arc length of 142.21, being subtended by a chord bearing and distance of South 05°51'13" West, 141.96 feet to a point 53.00 feet right of station 56+41.93;

Thence proceeding along other lands now or formerly of Hall County Board of Education North 75°40'12" West, 64.14 feet to the POINT OF BEGINNING.

Said tract contains 35,445.87 square feet or 0.814 acre per the aforementioned right of way plans, also attached hereto as "EXHIBIT C".

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF HALL
OWNER: HALL COUNTY BOARD OF EDUCATION
BRACKETT DRIVE

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 034
TAX ID # 10083 000039

Granted is additional, required right of way, in Fee Simple, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 83 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a point lying 49.00 feet left of station 68+77.09 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding thru the property now or formerly of Hall County Board of Education along the arc of a curve to the right having a radius of 894.00 feet and an arc length of 141.34 feet, being subtended by a chord bearing and distance of North 28°39'09" East, 141.17 feet to a point 49.00 feet right of station 70+10.27;

Thence North 33°25'17" East, 272.46 feet to a point 49.00 feet left of station 72+82.73;

Thence proceeding along the property now or formerly of Clifford Maclean Losee South 73°19'10" East, 106.51 feet to a point 53.00 feet right of station 73+13.41;

Thence proceeding thru the property now or formerly of Hall County Board of Education South 33°25'17" West, 303.14 feet to a point 53.00 feet right of station 70+10.27;

Thence along the arc of a curve to the left having a radius of 747.00 feet and an arc length of 170.02 feet, being subtended by a chord bearing and distance of South 26°54'05" West, 169.65 feet to a point 53.00 feet right of station 68+28.19;

Thence North 42°18'11" West, 113.02 feet to the POINT OF BEGINNING.

Said tract contains 45222.56 square feet or 1.038 acres per the aforementioned right of way plans, also attached hereto as "EXHIBIT C".

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF HALL
OWNER: HALL COUNTY BOARD OF EDUCATION
BRACKETT DRIVE

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 034
TAX ID # 10083 000039

Granted is permanent easement for the construction & maintenance of slopes and utility relocation, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 83 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a point lying 53.00 feet right of station 56+41.93 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding thru the property now or formerly of Hall County Board of Education North 5°51'12" East, 141.96 feet to a point 53.00 feet right of station 57+73.31;

Thence North 0°00'00" East, 562.54 feet to a point 53.00 feet right of station 63+35.85;

Thence proceeding along the property now or formerly of Hall County North 90°00'00" East, 18.58 feet to a point 71.58 feet right of station 63+35.85;

Thence proceeding thru the property now or formerly of Hall County Board of Education South 0°13'40" East, 72.90 feet to a point 71.87 feet right of station 62+62.95;

Thence South 3°45'55" West, 147.71 feet to a point 62.17 feet right of station 61+15.56;

Thence South 11°31'46" East, 199.73 feet to a point 102.09 feet right of station 59+19.86;

Thence South 5°15'41" West, 234.38 feet to a point 85.79 feet right of station 56+96.51;

Thence South 22°07'34" West, 63.70 feet to a point 71.65 feet right of station 56+41.16;

Thence proceeding along other lands now or formerly of Hall County Board of Education North 75°39'12" West, 18.67 feet to the POINT OF BEGINNING.

Said tract contains 20,049.33 square feet or 0.460 acre per the aforementioned right of way plans, also attached hereto as "EXHIBIT C".

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF HALL
OWNER: HALL COUNTY BOARD OF EDUCATION
BRACKETT DRIVE

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 034
TAX ID # 10083 000039

Granted is permanent easement for the construction & maintenance of slopes and utility relocation, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 83 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a point on the existing eastern right of way of Brackett Drive, said right of way being 60 feet in width, said point also lying 50.23 feet left of station 68+77.62 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding along said existing right of way North 10°46'58" East, 12.54 feet to a point 53.17 feet left of station 68+89.07;

Thence along the arc of a curve to the right having a radius of 520.00 feet and an arc length of 100.42 feet, being subtended by a chord bearing and distance of North 16°54'09" East, 100.27 feet to a point 72.52 feet left of station 69+80.34;

Thence North 50°09'13" East, 29.39 feet to a point 63.46 feet left of station 70+06.11;

Thence North 34°25'39" East, 43.32 feet to a point 62.65 feet left of station 70+49.09;

Thence North 8°42'11" East, 44.41 feet to a point 81.22 feet left of station 70+89.43;

Thence North 33°25'37" East, 103.15 feet to a point 81.21 feet left of station 71+92.58;

Thence North 40°47'37" East, 84.42 feet to a point 70.38 feet left of station 72+76.30;

Thence leaving said right of way and proceeding along the property now or formerly of Clifford Maclean Losee South 73°19'14" East, 22.32 feet to a point 49.00 feet left of station 70+10.27;

Thence proceeding thru the property now or formerly of Hall County Board of Education South 33°25'17" West, 272.46 feet to a point 49.00 feet left of station 70+10.27;

Thence along the arc of a curve to the left having a radius of 849.00 feet and an arc length of 141.34 feet, being subtended by a chord bearing and distance of South 28°39'09" West, 141.17 feet to a point 49.00 feet left of station 68+77.09;

Thence proceeding along the property now or formerly of Hall County North 41°46'10" West, 1.35 feet to the POINT OF BEGINNING.

Said tract contains 9,140.52 square feet or 0.210 acre per the aforementioned right of way plans, also attached hereto as "EXHIBIT C".

EXHIBIT "B"

STATE OF GEORGIA
COUNTY OF HALL
OWNER: HALL COUNTY BOARD OF EDUCATION
BRACKETT DRIVE

PROJECT #:STP00-0003-00(626)
P.I. #: 0003626, PARCEL 034
TAX ID # 10083 000039

Granted is permanent easement for the construction & maintenance of slopes and utility relocation, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Land Lot 83 of the 10th District, Hall County, Georgia and being more particularly described as follows:

Beginning at a point lying 53.00 feet right of station 68+28.19 per right of way plans prepared by WSP USA, Inc. for Georgia Department of Transportation, Sardis Road Connector, approved January 2, 2020 and having a latest revision date of 03/16/2022;

Thence proceeding thru the property now or formerly of Hall County Board of Education along the arc of a curve to the right having a radius of 747.00 feet and an arc length of 170.02 feet, being subtended by a chord bearing and distance of North 26°54'05" East, 169.65 feet to a point 53.00 feet right of station 70+10.27;

Thence North 33°25'17" East, 303.14 feet to a point 53.00 feet right of station 73+13.41;

Thence proceeding along the property now or formerly of Clifford Maclean Losee South 73°19'32" East, 25.07 feet to a point 77.01 feet right of station 73+20.63;

Thence proceeding thru the property now or formerly of Hall County Board of Education South 32°43'12" West, 73.61 feet to a point 77.91 feet right of station 72+47.03;

Thence South 53°08'12" West, 49.53 feet to a point 61.20 feet right of station 72+00.40;

Thence South 30°55'59" West, 97.88 feet to a point 65.45 feet right of station 71+02.61;

Thence South 21°48'09" West, 65.84 feet to a point 78.71 feet right of station 70+38.12;

Thence South 37°10'53" West, 145.05 feet to a point 59.91 feet right of station 68+83.39;

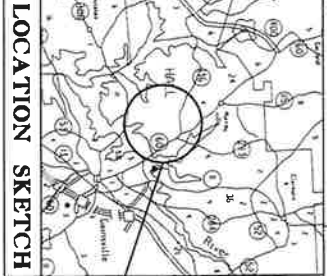
Thence South 13°17'33" West, 59.77 feet to a point 69.00 feet right of station 68+19.12;

Thence proceeding along the property now or formerly of Hall County North 42°18'16" West, 18.06 feet to the POINT OF BEGINNING.

Said tract contains 8,043.30 square feet or 0.185 acre per the aforementioned right of way plans, also attached hereto as "EXHIBIT C".

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

RIGHT OF WAY OF PROPOSED SARDIS ROAD CONNECTOR FROM EAST OF CHESTATEE ROAD TO WEST OF S. R. 60, ALONG S. R. 283



NOTE: THE COORDINATES LISTED ARE WEST ZONE
GEOID COORDINATES BASED ON THE DATUM PLANE
HORIZONTAL DATUM: NAD 83
VERTICAL DATUM: NAVD 83

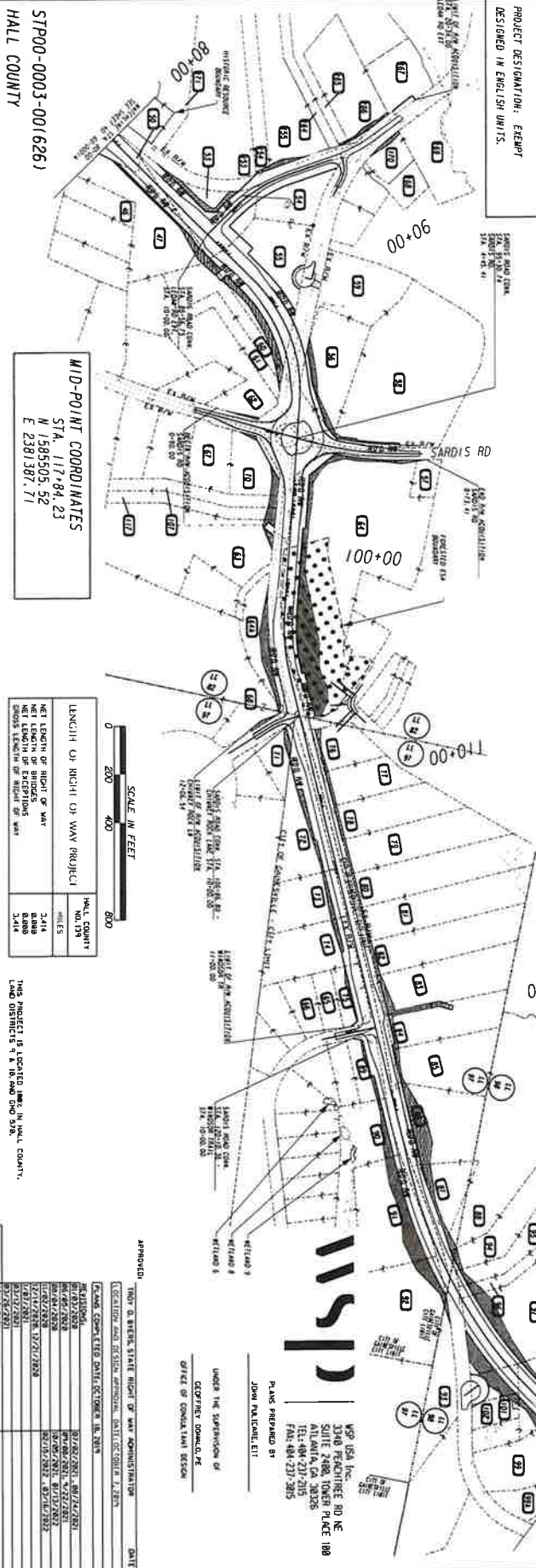
FUNCTIONAL CLASS:
URBAN COLLECTOR

THIS PROJECT IS 100% IN
HALL COUNTY AND IS
100 % IN CONG. DIST. NO. 9.

PROJECT DESIGNATION: EXEMPT
DESIGNED IN ENGLISH UNITS.

HALL COUNTY
FEDERAL AID PROJECT
STP00-0003-0016261

FEDERAL ROUTE No. N/A
STATE ROUTE No. 283, 60
P.L.N. 000665



MID-POINT COORDINATES
STA. 117+94.23
N 1389505.52
E 2381387.71

LENGTH OF RIGHT OF WAY PROJECT	HALL COUNTY NO. 179
NET LENGTH OF RIGHT OF WAY	3,414
NET LENGTH OF BRIDGES	8,888
NET LENGTH OF EASEMENTS	3,244
GROSS LENGTH OF RIGHT OF WAY	3,244



THIS PROJECT IS LOCATED 100% IN HALL COUNTY.
LAND DISTRICTS 9 & 10 AND DED 519.

CONVENTIONAL SIGNS	
STATE OR COUNTY LINE	10-201
CITY OR TOWN LINE	10-202
LAND USE LINE	10-203
PROPERTY LINE	10-204
RIGHT OF WAY LINE	10-205
RIGHT OF WAY & LIMIT OF ACCESS	10-206
RIGHT OF WAY & LIMIT OF ACCESS	10-207
RIGHT OF WAY & LIMIT OF ACCESS	10-208
RIGHT OF WAY & LIMIT OF ACCESS	10-209
RIGHT OF WAY & LIMIT OF ACCESS	10-210
RIGHT OF WAY & LIMIT OF ACCESS	10-211
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RIGHT OF WAY & LIMIT OF ACCESS	10-249
RIGHT OF WAY & LIMIT OF ACCESS	10-250

WSP USA Inc.
3340 PEACHTREE RD NE
SUITE 2400, TOWER PLACE 100
ALLENDALE, GA 30328
TEL: 404-237-2815
FAX: 404-237-2815

PLANS PREPARED BY
JIMMIE PALMER, EIT

UNDER THE SUPERVISION OF
GEORGETY DONALD, PE

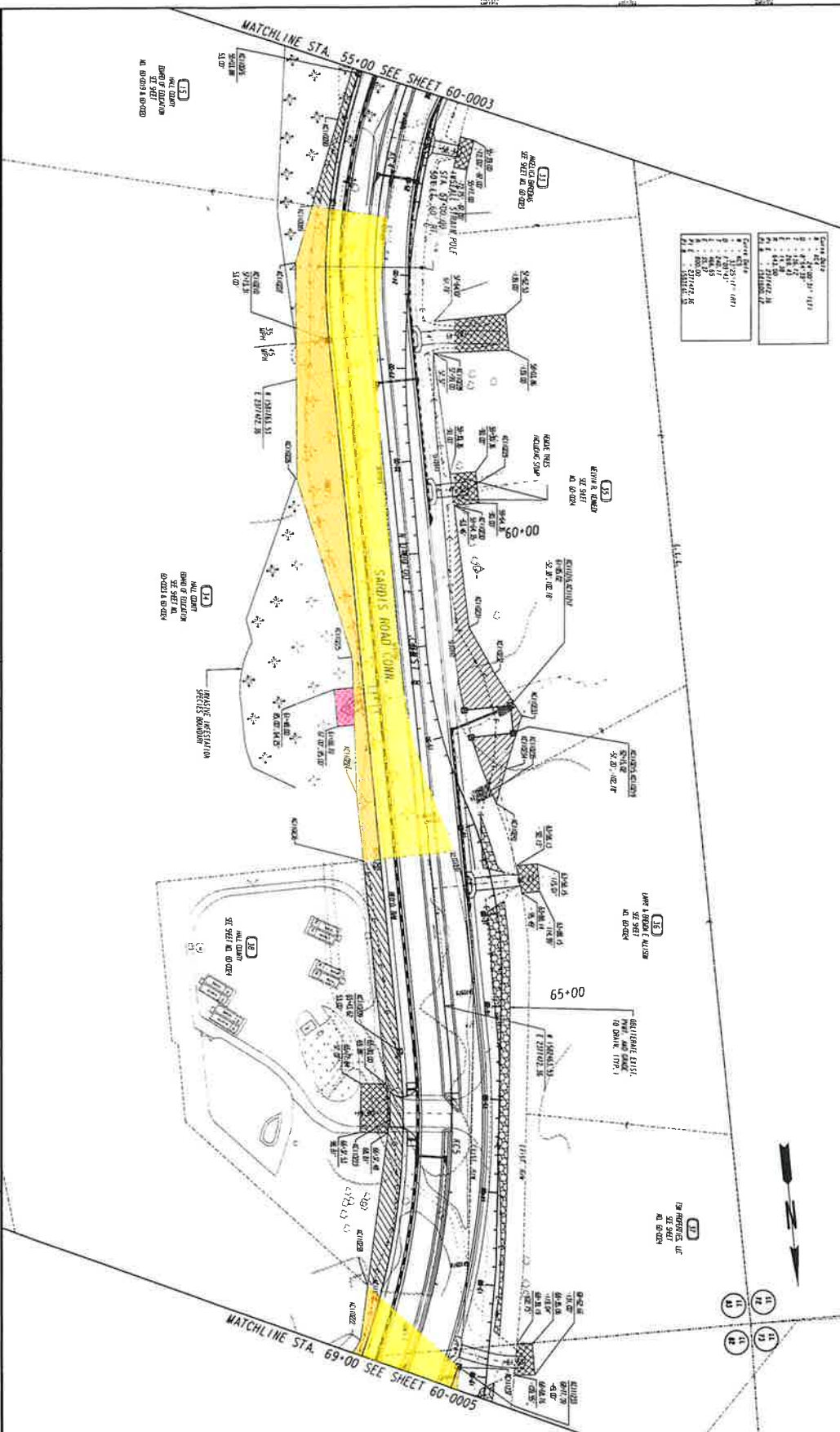
GIVEN BY CONICAL TANK DESIGN

APPROVED:

DATE	DESCRIPTION AND DESIGN APPROVAL	DATE
10/27/2011	100% DESIGN	10/27/2011
10/27/2011	90% DESIGN	10/27/2011
10/27/2011	80% DESIGN	10/27/2011
10/27/2011	70% DESIGN	10/27/2011
10/27/2011	60% DESIGN	10/27/2011
10/27/2011	50% DESIGN	10/27/2011
10/27/2011	40% DESIGN	10/27/2011
10/27/2011	30% DESIGN	10/27/2011
10/27/2011	20% DESIGN	10/27/2011
10/27/2011	10% DESIGN	10/27/2011

PROJECT NUMBER: STATE ROAD 202/203A
 SHEET NO.: 60-0004
 DATE: 10/18/19
 SCALE: 1" = 40'

NO.	DATE	DESCRIPTION
1	10/18/19	ISSUED FOR BIDDING
2	10/18/19	REVISED PER COMMENTS
3	10/18/19	REVISED PER COMMENTS
4	10/18/19	REVISED PER COMMENTS
5	10/18/19	REVISED PER COMMENTS



PROPERTY AND EXISTING R/W LINE
 ACQUIRED R/W LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTR
 & MAINTENANCE OF SLOPES
 & UTILITIES RELOCATION
 EASEMENT FOR CONSTR OF SLOPES
 EASEMENT FOR CONSTR OF DITCHES

BEHIN LIMIT OF ACCESS.....BLA
 LIMIT OF ACCESS.....EIA
 R/W AND LIMIT OF ACCESS
 EXISTING R/W LINE

SCALE IN FEET
 0 50 100 200

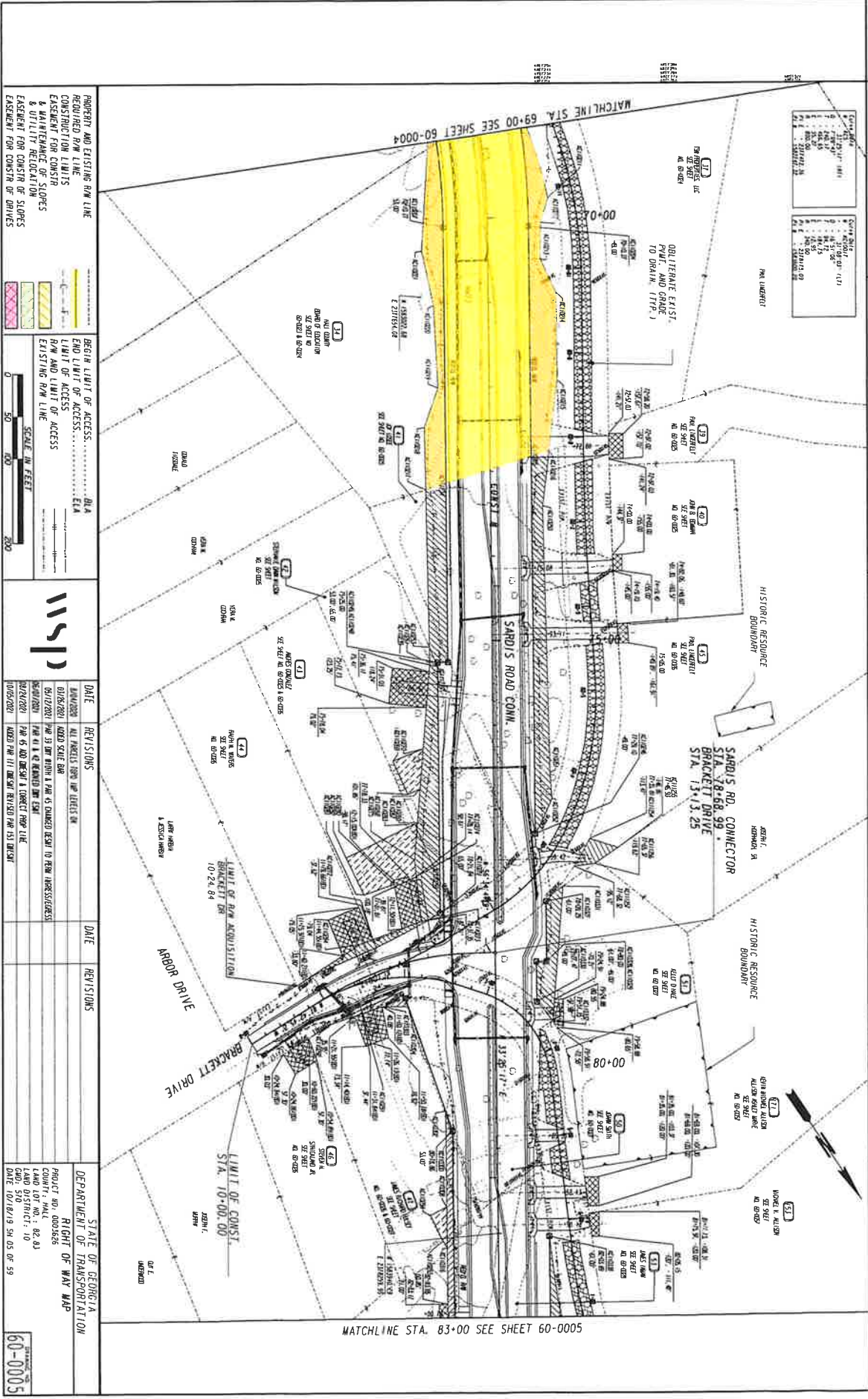


DATE	REVISIONS	DATE	REVISIONS
10/18/19	ALL NOTES ON THE SHEETS ARE REVISED PER COMMENTS		
10/18/19	PER 35 SPECIAL BIDDING BOARD MEETING, ITEMS NOTED		
10/18/19	PER 35 REVISED MEETING 11		

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT NO. 000026
 LAND DISTRICT NO. 10
 DATE 10/18/19 SH 04 OF 59

60-0004

DATE: 07/16/2022
 DRAWN BY: J. W. HARRIS
 CHECKED BY: J. W. HARRIS
 PROJECT NO.: 2020-0001
 SHEET NO.: 60-0005



PROPERTY AND EXISTING ROW LINE
 REQUIRED ROW LINE
 CONSTRUCTION LIMITS
 EASEMENT FOR CONSTRUCTION
 & MAINTENANCE OF SLOPES
 EASEMENT FOR CONSTRUCTION
 EASEMENT FOR CONSTRUCTION OF DITCHES



DATE	REVISIONS
01/16/2021	FINAL DESIGN
02/17/2021	REVISED PER COMMENTS
03/18/2021	REVISED PER COMMENTS
04/19/2021	REVISED PER COMMENTS
05/20/2021	REVISED PER COMMENTS
06/21/2021	REVISED PER COMMENTS
07/22/2021	REVISED PER COMMENTS
08/23/2021	REVISED PER COMMENTS
09/24/2021	REVISED PER COMMENTS
10/25/2021	REVISED PER COMMENTS
11/26/2021	REVISED PER COMMENTS
12/27/2021	REVISED PER COMMENTS

DATE	REVISIONS
01/16/2021	FINAL DESIGN
02/17/2021	REVISED PER COMMENTS
03/18/2021	REVISED PER COMMENTS
04/19/2021	REVISED PER COMMENTS
05/20/2021	REVISED PER COMMENTS
06/21/2021	REVISED PER COMMENTS
07/22/2021	REVISED PER COMMENTS
08/23/2021	REVISED PER COMMENTS
09/24/2021	REVISED PER COMMENTS
10/25/2021	REVISED PER COMMENTS
11/26/2021	REVISED PER COMMENTS
12/27/2021	REVISED PER COMMENTS

STATE OF GEORGIA
 DEPARTMENT OF TRANSPORTATION
 RIGHT OF WAY MAP
 PROJECT NO. 2020-0001
 LAND DISTRICT: 10
 DATE: 07/16/2022 5:05 PM

60-0005

MATCHLINE STA. 83+00 SEE SHEET 60-0005

MATCHLINE STA. 69+00 SEE SHEET 60-0004



AGENDA ITEM

Financial Services

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 189/2023

SUBJECT: Approve the resolution to establish Georgia Fund 1 as an approved investment entity for Hall County, GA, and authorize the Chairman to sign all documents necessary to effectuate the resolution, subject to the review and approval by the County Attorney.

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: WG

Recommendation:
Approve

Purpose of Request:

Approve the resolution to establish Georgia Fund 1 as an approved investment entity for Hall County, Georgia, and authorize the Chairman to sign all documents necessary to effectuate the Resolution subject to the review and approval of the County Attorney.

History:

Georgia Fund 1 is offered by the State of Georgia to counties, municipalities, public colleges and universities, boards of education, special districts, state agencies, and other authorized entities as a conservative, efficient, and liquid investment alternative. The primary investment objectives of Georgia Fund 1 are safety of capital, liquidity, yield, and diversification with primary emphasis on safety of capital and liquidity.

Facts and Issues:

This is a resolution that will grant the chairman the authority to sign all documents to establish Georgia Fund 1 as an investment entity for Hall County, Georgia. Currently, all Hall County investments are managed through Wells Fargo Securities, but this will be an additional diversification of investment funds that is an acceptable investment option per the established investment policy of Hall County, Georgia.

Options:

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?

2023-04-28

Approvals:

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

Attachments:

Georgia Fund 1 Investment Resolution



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

AGENDA ITEM 189/2023

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:

Note, if approved, the resolution will be fully executed and transacted electronically.

Contact for Questions:

Phone:

For Customer Use:

I have an existing Acct. # _____
 This resolution is for:
 New Account

 Change to Existing Acct. # _____

For OTFS Use Only:

_____ Acct Approved _____ Auth Entered.
 _____ Audit _____ Wire Instructions
 _____ Addr Entered _____ Wire Templates
 Approval:
 _____ AD1 _____ AD2
 Res. form 2000A

GEORGIA FUND 1
(local government investment pool)
RESOLUTION TO AUTHORIZE INVESTMENT

WHEREAS, Ga. Code Ann. §§36-83-1 to 36-83-8 authorizes Georgia local governments and other authorized entities to invest funds through the local government investment pool, and

WHEREAS, from time to time it may be advantageous to the _____

Hall County, Georgia

_____ to deposit funds available for

(Name of Local Government, Political Subdivision or State Agency)

investment in Georgia Fund 1 (hereinafter referred to as the local government investment pool) as it may deem appropriate; and

WHEREAS, to provide for the safety of such funds deposited in the local government investment pool, investments are restricted to those enumerated by Ga. Code Ann. §36-83-8 under the direction of the State Depository Board, considering first the probable safety of capital and then the probable income to be derived; and WHEREAS, such deposits must first be duly authorized by the governing body of the local government or authorized entity and a certified copy of the resolution authorizing such investment filed with the Treasurer of the Office of the State Treasurer; and

WHEREAS, such resolution must name the official(s) authorized to make deposits or withdrawals of funds in the local government investment pool; and

WHEREAS, Ga. Code Ann. §36-83-8 requires a statement of the approximate cash flow requirements of the participating government pertaining to the funds to accompany the authorization to invest such funds at the time such deposits are duly authorized;

NOW, THEREFORE BE IT RESOLVED by the Hall County Board of Commissioners

(Board, Council or other Governing Body)

that funds of the Hall County, Georgia may be deposited from time to

(Local Government, Political Subdivision, or State Agency)

time in the manner prescribed by law and the applicable policies and procedures for the local government investment pool.

BE IT FURTHER RESOLVED THAT:

- Any one of the following individuals shall be authorized to deposit and/or withdraw funds from the local government investment pool on behalf of such government or other authorized entity (if a listed individual is employed by an entity other than the depositor, indicate employer):

Director of Financial Services

 Name, Title, (Employer, if applicable) (Area Code) Phone Number
 Email: _____

Assistant Finance Director

 Email: _____

Finance Manager

 Email: _____

 Email: _____

 Email: _____

All withdrawals from the local government investment pool shall be wired to the following participant's demand deposit account: *(Many banks have separate instructions for wires and ACH deposits. Please verify both sets of instructions with your bank and provide them below. This will ensure accurate delivery of your funds to the designated bank account).*

(For ACH) _____
 (Local Bank Name) (Account Title)

 (ABA Number) (Account Number) (City, State)

(For WIRE) _____
 (Local Bank Name) (Account Title)

 (ABA Number) (Account Number) (City, State)

(If applicable) Our local bank prefers to receive credit for wire transfers at the following **Correspondent Bank**:

(Bank Name) (City) (ABA Number) (Account Number)

Additional Bank Account (if applicable):

(For ACH)

(Local Bank Name)

(Account Title)

(ABA Number)

(Account Number)

(City, State)

(For WIRE)

(Local Bank Name)

(Account Title)

(ABA Number)

(Account Number)

(City, State)

Correspondent Bank (if applicable):

(Bank Name) (City) (ABA Number) (Account Number)

3. The local government investment pool shall mail the monthly statements of account to:

Director Financial Services - Hall County Board of Commissioners

PO Box 1435

(Attention)

(Address)

Gainesville, GA 30501

(Address)

(City, State & Zip)

4. Changes in the above authorization shall be made by cancellation or replacement resolution delivered to the Office of the State Treasurer. Until such a replacement resolution is received by the Office of the State Treasurer, the above authorized individuals, local government demand account instructions and statement mailing address(es) shall remain in full force and effect.

5. The following schedule represents the period in which existing balances are currently expected to remain invested in the local government investment pool:

33 % 30 days or less;

33 % more than 30 days but less than 90 days;

34 % 90 days or longer.

100 %

Entered at _____, Georgia this _____ day of _____ 20__.

(Signature of Head of Governing Authority)

(Please Print or Type - Head of Governing Authority)

Chairman - Hall County Board of Commissioners

(Title)

NOTARY SEAL

Sworn to and subscribed before me this _____ day of _____ 20__.

(Notary Public)

Please complete and return an original copy to:

**Georgia Fund 1
Office of the State Treasurer
200 Piedmont Avenue
Suite 1204, West Tower
Atlanta, GA 30334-5527**

**Telephone: (404) 651-8964 or (404) 656-2993
Toll Free: (800) 222-6748
Fax: (404) 656-9048**

Georgia Fund 1 (local government investment pool) deposits are not guaranteed or insured by any bank, the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board, the State of Georgia or any other agency.



Office of the State Treasurer
 200 Piedmont Ave, Suite 1202, West Tower
 Atlanta, Georgia 30334-5527

Steve McCoy
 State Treasurer

(404) 656-2168
 Fax (404) 656-9048

ACH TRANSFER AUTHORIZATION FORM

CUSTOMER NAME:

	Georgia Fund 1 Account #	Bank Account Title	Bank ABA #	Bank Account Number
1				
2				
3				
4				
5				
6				
7				
8				
9				

If you wish to be included in the ACH funds transfer program, please complete the bank information for each of the accounts that appear on the resolution for each Georgia Fund 1 account. This form authorizes the Office of the State Treasurer (OST) to **DEBIT** the bank accounts listed for **LGIP contributions**.

Please verify ACH instructions with your financial institution before completing this form and verify that an ACH Debit Block is NOT placed on your account. If there is a block on the account, please provide your bank our two Company IDs: 1581125844 & 2581125844. This will allow OST to debit the account. If you have any questions, please email accounting@treasury.ga.gov.

We **DO NOT** wish to participate in the ACH funds transfer program for all of our accounts or for the following accounts: _____ . We understand that we will be responsible for sending a wire for any contributions made to a Georgia Fund 1 account not included in the ACH funds transfer program.

This form does not need to be notarized, but the authorizing signature must be someone on the current resolution. Any changes to this form can be faxed to 404-657-9066 or emailed to accounting@treasury.ga.gov. The original form does not need to be mailed.

 Authorizing Signature

 Print Name

 Date



AGENDA ITEM

Fire Rescue

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 182/2023

SUBJECT: Approve the All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement with the U.S. Army Garrison of Fort Benning, GA and State of Georgia Counties (Dawson, Fannin, Gilmer, Hall, Lumpkin, Union, White).

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: CA

Recommendation:
Approve the mutual aid agreement for all hazard response with Fort Benning United States Army.

Purpose of Request:
Approve mutual aid agreement with Fort Benning United States Army for all hazard response assistance.

History:
This is an updated agreement, originally August 2020.

Facts and Issues:
This agreement includes Fire Rescue, EMA, and Sheriff's Office.

Options:

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

Approvals:

submit	approve	Budget	Finance
JS	CA	EW	WG
Attorney	Administration		Clerk

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Fort Benning All Hazard Mutual Aid Agreement



DEPARTMENT OF THE ARMY
US ARMY INSTALLATION MANAGEMENT COMMAND
INSTALLATION DIRECTORATE-TRAINING
HEADQUARTERS, UNITED STATES ARMY GARRISON
1 KARKER STREET, BUILDING 4, SUITE 5900
FORT BENNING, GEORGIA 31905-4500

MEMORANDUM OF AGREEMENT BETWEEN

U.S. ARMY GARRISON, FORT BENNING, GA

AND

STATE OF GEORGIA COUNTIES
(DAWSON, FANNIN, GILMER, HALL, LUMPKIN, UNION, WHITE)
IM-W909H3-23-00X-MOA

SUBJECT: All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement

This All Hazard-All Emergency Mutual Aid Assistance Memorandum of Agreement (“Agreement”) is entered into by, between, and among the political subdivisions located wholly or partially within the State of Georgia and United States Army Garrison-Fort Benning that by their signatures on duplicate original copies of this Agreement have consented to the terms of this Agreement (collectively, “the Parties.”)

1. References. See Annex E and Addendum

2. Purpose. This Agreement creates a systematic approach to expedite local and regional mutual aid assistance, share information, and rapidly share and sustain emergency aid and resources between the U.S. Army Fort Benning, local governmental bodies, and regional emergency responders when organic resources and capabilities are exceeded by emergent situations, or when non-exigent circumstances have developed requiring pre-coordinated assistance.

3. Definitions.

a. Agreement – This All Hazard – All Emergency Mutual Aid Assistance Memorandum of Agreement, duly executed.

b. Assisting Party – The Party furnishing equipment, supplies, facilities, services and/or manpower to the Requesting Party.

c. Immediate Approval – Requests for support that require immediate approval when imminent loss of life, limb or eyesight is likely without additional assistance.

d. Pre-coordinated Approval – Requests for non-exigent support that are accomplished through deliberate staffing and higher-level authority approval.

e. Emergency – Any occasion or instance in which assistance is needed to reduce or eliminate an immediate threat to life, protect public health and safety, and to protect

improved property that is significantly threatened due to disasters or emergencies.

4. Scope. The intent is to share professional personnel, specialized equipment, facilities, services, and any other resources required for support during an emergency or disaster. It is understood that the Agency requesting mutual aid will have exhausted the use of internal resources before requesting mutual aid from an external participating jurisdiction/agency. Specifically, a mutual aid request can be under exigent conditions to save lives, prevent human suffering, or to mitigate excessive property damage, or it can stem from a non-exigent situation requiring pre-coordinated support. The Incident Commander's (IC) primary means to formally request mutual aid assistance is through the applicable E-911 center. Understandably, agency heads may additionally communicate these requests informally among themselves. Request(s) for assistance will ultimately be approved by the appropriate jurisdiction/agency head. At Fort Benning, GA, the Garrison Commander serves as the approval authority for use of Fort Benning resources.

5. Understanding. The first responsibility of the parties to this Agreement is to the residents of their respective jurisdictions and to their respective agencies. There are two broad categories of support requests: **Immediate Approval** (when without assistance there is imminent loss of life, limb, or eyesight) and **Pre-Coordinated Approval** (accomplished through deliberate staffing and higher-level authority approval). Examples of Pre-Coordinated Approval may be event support or equipment loans using a lease arrangement.

6. Agreement. Parties to this Agreement will provide emergency first responder support and services to the maximum extent possible within the law.

a. Applicability. This Agreement applies to Fort Benning, GA, and the signatories on this Agreement. Overall command and control will occur through the Incident Command System (ICS). Responding agencies will report to the Incident Command Post, position their vehicles and equipment in a staging area, and the element leader will report to the IC on site. The element leaders will provide the IC with basic information about their capabilities and receive a briefing about the jurisdiction areas, tasks, and other relevant information concerning the incident and mission.

b. Standardization. National Incident Management System (NIMS). This Agreement requires participating jurisdictions, at their own cost, to adopt and fully implement a standardized NIMS as directed by Homeland Security Presidential Directive-5.

1) Participating agencies will implement the NIMS during all emergency responses.

2) Participating agencies will use plain language to ensure good communications among all participating agencies.

3) This Agreement shall also encourage cooperation between participating agencies in the development of standardized incident action plans for any hazardous,

high occupancy, or industrial type sites or facilities. This Agreement encourages participating jurisdictions to conduct emergency or disaster-related exercises, testing, or other training activities outside declared emergency periods to maximize response efficiencies and interoperability between participating agencies.

4) All participating agencies are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-planning and drills. In addition, participating agencies are invited and encouraged to:

- Conduct joint training, planning, and intelligence sharing and threat assessment development.

- Identify and inventory the current services, equipment, supplies, personnel, and other resources related to planning, prevention, mitigation, and response and recovery activities of the participating agency.

- Provide updated names, e-mail addresses and phone numbers as needed to implement an efficient and effective request/response.

- Maintain required NIMS personnel qualifications. Participating agencies will ensure that responding personnel meet the qualifications as established by the NIMS Integration Center. The qualifications of key personnel will be entered into a regional database and also entered into the NIMS Integration Center database. Each participating agency will ensure its personnel information in these databases is kept current.

c. Reimbursement. Each participating agency agrees that it will not seek reimbursement for normal immediate response operating costs from the agency requesting mutual aid assistance. For extended operations and planned events, each participating agency hereby recognizes that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued thereunder (44 CFR Part 151), a participating agency is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional costs over normal operational costs) incurred in emergency services operations on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and, pursuant to any applicable state or local law, each participating jurisdiction hereby reserves the right to seek reimbursement from the other agency for all or any part of the costs (defined as additional costs over normal operational costs) incurred in providing emergency services to the requesting mutual aid organization in response to a request for assistance.

1) **Off-Post agency assistance to Fort Benning** - For minor costs, the miscellaneous payment guide will be used to reimburse local governments. Payment under this process will be made via the Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal. To ensure compliance with fiscal law,

Fort Benning Directorate of Emergency Services (DES) will process a standing SF1034 before any services/incidentals are provided to ensure availability and obligation of funds before services are rendered. After the incident/event, Fort Benning DES will submit an invoice for payment through the General Fund Enterprise Business System (GFEB) with supporting documentation. The initial obligation can be adjusted to the actual amount at that time.

2) **Fort Benning assistance to an off-post agency** - When Fort Benning DES is required to provide reimbursable services in accordance with (IAW) this Agreement, the assisted agency must provide payment up front. Checks should be made payable to the "United States Treasury" and mailed to the DES Budget Analyst at:

Staff Budget Branch
Program Budget Division-
Garrison RMO IMBE-RM
7533 Holtz Street, Building 70, Suite 2085
Fort Benning, GA 31905

d. Insurance. Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage or a comparable self-insurance program, including comprehensive liability, personal injury, property damage, automobile, worker's compensation, and, if applicable, professional liability insurance.

e. Waivers. Each Party hereto waives all claims against other Parties hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the obligations contained herein.

f. Immunity. All activities performed under this agreement are deemed hereby to be governmental functions. The U.S. Army and participating political sub- divisions/ agencies, including their employees acting in their official capacity, shall not be liable for the death or injury of persons, or damage to property when complying, or attempting to comply, with the agreement, except to the extent permitted by the Federal Tort Claims Act (28 USC 2671 et. al.) in the case of the U.S. Army or applicable state and/or local statutes in the case of political subdivisions/agencies. This Agreement provides no immunity, rights or privileges for any individual who is not requested and/or authorized to respond to an emergency or disaster on behalf of a participating agency.

g. Dispute Resolution. Should a dispute arise between participating agencies under or related to this Agreement, the participating agencies agree that within 30 days after notice of the dispute from one participating agency to the other, the participating agencies will attempt to resolve the dispute through negotiations. If such negotiations

reach an impasse, the participating agencies agree that within 60 days of the date of the Notice of an impasse, the agencies will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The selection of any neutral third party will be by agreement of the Parties, and the cost of any neutral third-party participant will be equally divided among the agencies with the dispute. If such ADR proceeding does not result in resolution of the dispute, the participating agencies may separately pursue any other lawful remedy. However, participating agencies agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Participating jurisdictions agree that the terms of this clause will be considered the “Administrative Remedies” that must be exhausted prior to initiation of any formal litigation.

h. Public Information Releases. All media releases and statements will be mutually agreed upon and jointly handled according to participating guidelines. Press releases will conform to Department of Defense (DoD) press release guidelines. No information release will be issued without U.S. Army Public Affairs coordination and approval.

7. Requesting Support and Precedence.

a. Immediate Response. This Agreement may provide mutual aid capabilities under Immediate Response Authority criteria. This authority must be exercised IAW DoD Directive (DoDD) 3025.18 paragraph 4.i. See *also* 42 U.S.C. §1856b. The Fort Benning Garrison Commander is the release authority for immediate response mutual aid. Immediate Response Authority must generally meet the following criteria:

- 1) There is a request from civil authorities for assistance with imminently serious conditions.
- 2) Time does not permit approval from higher headquarters.
- 3) Immediate notification will be made to the chain of command.
- 4) It ends when the necessity expires and must be reassessed not later than 72 hours after the request was received.

b. Pre-Coordinated Agreements. Separate agreements may be developed for additional support that does not meet Immediate Response Authority criteria. Examples are Equipment, Services, and Support. Pre-Coordinated Agreements include the following:

- 1) Memorandums of Agreement.
- 2) Intergovernmental Support Agreements.

3) Leases.

4) Contracts

8. Request Procedures. All initial requests for mutual aid will flow through E911 centers. During extended operations and once agency/installation/jurisdiction Emergency Operations Centers (EOC) are activated, information, reporting, requesting, etc., may be rerouted to appropriate staff within the EOC. During these extended operations with more structured Incident Command Posts and EOCs functioning, the Incident Commander or Operations Officer will redirect supporting agencies to the appropriate Points of Contact (POCs) within the EOCs. During a mutual aid request, the authorized requestor should provide the following information to the applicable E- 911 Center when requesting mutual aid assistance: (5Ws)

a. MUTUAL AID REQUEST FORMAT - Information required to support this type of request:

1) WHO is the requesting agency? Name, Phone Number, and Agency of requesting official.

2) WHAT specific type of asset is being requested? The amount and type of personnel, services, specialized equipment, or vehicles requested.

3) WHEN time and date asset is needed? Date and Time assets are requested.

4) WHERE does the asset need to be deployed to? A specific location to which the command and control, personnel, specialized equipment, or vehicles are to be dispatched. This location can be an address, intersection, or coordinates.

5) WHY is the asset required? Are local and regional assets depleted or no assets of the type needed are available?

b. DEPLOYMENT / INTEGRATION / RELEASE

1) DEPLOYMENT/DISPATCH - Upon official mutual aid request, *if available*, the responding participating agency shall dispatch command and control, personnel, specialized equipment, or vehicles to any point within the area for which the requesting participating agency normally provides services. If the responding participating agency is not able to dispatch the applicable resources, then its E-911 center will notify the Incident Commander, or a member of the Incident Commander's General Staff, to expedite the dispatch of secondary resources.

2) ARRIVAL - The responding agency's senior officer will report to the Incident Commander or Accountability Officer and will be subject to the Incident Commander's orders. If a DoD-owned or operated aircraft, or a military aircraft of any foreign nation

crashes within the participating jurisdiction where they normally provide emergency services, the Fort Benning Fire Chief, any Fort Benning Executive Fire Officer, or the first on-scene Fort Benning senior fire officer may assume Incident Command upon arrival at the scene of the aircraft crash.

3) TASKINGS - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will determine the mission requirements and match the responding agencies resources for the operational plan of the incident.

4) IC IN-BRIEF - The Incident Commander, Operations Officer, or a member of the Incident Commander's General Staff will provide the participating agency's senior officer with give complete details of the mission and any other information or intelligence as deemed necessary. Communications procedures will also be established during the IC In-Brief.

5) HAZMAT - Any hazardous materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. When the properties of a released material are not known and all technical resources available have been used, the material will be considered hazardous until stated otherwise by the Incident Commander or the Operations Officer. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting mutual aid agency.

6) INCIDENT TERMINATION - Upon incident termination, when the responding participating agencies', services are no longer required, or when their services are required within their own emergency services areas of responsibility, the Incident Commander will release the responding participating agencies.

9. Termination. Any party to this Agreement may terminate its participation in the Agreement at any time by providing all signatories to the Agreement thirty (30) days written notice.

10. Other Mutual Aid Agreements. This Agreement shall supersede all agreements related to the same subject matter, written or verbal, between the parties.

11. Entirety. This Agreement constitutes the entire understanding of the parties and shall not be modified, amended, or altered except by a writing signed by all parties.

12. Term. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for two (2) years from that date. The Fort Benning Garrison Commander must annually review this agreement for financial feasibility. The agreement in its entirety must be reviewed and updated every two years by the parties, in accordance with Army Regulation 420-1.

13. Expending Funds. Each party that performs services or furnished aid pursuant to this agreement shall do so with funds available to that Party. No Party shall have any

liability for the failure to expend funds to provide aid hereunder. Further, nothing in this agreement shall obligate U.S. Army Garrison-Fort Benning to obligate appropriated funds in violation of the Anti-Deficiency Act 31 U.S.C. §§ 1341-1351.

14. Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create any rights in third parties.

15. Warranty. The Agreement has been officially authorized by the governing or controlling body or agency of each Party hereto by order, ordinance or resolution and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to the Agreement.

16. Effective Date and Parties. This All Hazard – All Emergency Mutual Aid Assistance Agreement (Agreement) is made and entered into this **DD** day of **MM YYYY**, between the Secretary of the Army acting by and through the Commander, Fort Benning Garrison, Georgia and the below participating jurisdictions. The authority to enter into this Agreement is set forth pursuant to the authority in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance*, Department of Defense Instruction 6055.06 *DoD Fire and Emergency Services Program* and Army Regulation 420-1 *Army Facilities Management*, Chapter 25.

Staffing and Coordination.

Dawson County Clerk

POC: Kristen Cloud
kcloud@dawsoncountyga.gov
25 Justice Way, Suite 2235
Dawson County, GA 30534
(706) 344-3501

Dawson County Sheriff

POC: Sheriff Jeff Johnson
johnson@dawsoncountysheriff.org
Enforcement Center
19 Tucker Ave.
Dawson County, GA 30534
(706) 344-3535, ext.20051

Fannin County Sheriff Office

POC: Sheriff Dane Kirby
dkirby@fannincountyga.org
645 W. First Street,
Blue Ridge, GA 30513
(706) 632-2044

Fannin County Fire

Fire Chief: Larry Thomas
lthomas@fannincountyga.org Law
20 Station Ridge
Blue Ridge, GA 30513
(706) 632-4711

Dawson County Fire

POC: Fire Chief/EMA Director
tleist@dawsoncountyga.gov
393 Memory Lane
Dawson County, GA 30534
(706) 344-3500 ext.44504
Troy Leist

Fannin County EMA

POC: Robert Graham
rgraham@fannincountyga.org
20 Station Ridge
Blue Ridge, GA 30513
(706) 632-1958

Fannin County Commissioner

POC: Chairman Jamie Hensley
jhensley@fannincountyga.org
(706) 632-2203

Gilmer County Sheriff

POC: Stacy L. Nicholson
sheriffnicholson@ellijay.com
1 Broad Street, suite 103,
Ellijay, GA 30513
(706) 635-4162

Hall County Commissioner

POC: Chairman Richard Higgins
rhiggins@hallcounty.org
2875 Browns Bridge Rd
Gainesville, GA 30503
(770) 535-8288

Hall County EMA Director

POC: Zach Brackett
zbrackett@hallcounty.org
470 Crescent Drive
PO Box 907730
Gainesville, GA 30501
(770) 531-3132

Gilmer County Commissioner

POC: Chairman Charlie Paris
cparis@gilmercounty-ga.gov
1 Broad Street, Suite 103,
Ellijay, GA 30540
(706) 635-4361

Gilmer Public Safety Director

POC: Keith Kucera
kkucera@gilmercounty-ga.gov
325 Howard Simmons Road
Ellijay, GA 30540
(706) 635-1333

Gilmer County Fire

POC: Chief Daniel Kauffman
dkauffman@gilmercounty-ga.gov
(706) 635-1334

Lumpkin County Sheriff

POC: Sheriff Stacy M. Jarrard
stacy.jarrard@lumpkincounty.gov
385 East Main Street
Dahlonega, GA 30533
(706) 482-2623

Lumpkin County Fire

POC: David Wimpy
david.wimpy@lumpkincounty.gov
57 Pinetree Way
Dahlonega, GA 30533
(706) 864-3030

Union County Commissioner

POC: Chairman Lamar Paris
commissioner@uniongov.com
65 Courthouse Street, Suite 1
Blairsville, GA 30512
(706) 439-6000

Hall County Sheriff

POC: Sheriff Gerald Couch
sheriff@hallcounty.org
2859 Browns Bridge Road
Gainesville, GA 30504
(770) 531-6900

Union County Fire

POC: Chief R. David Dyer
ucfd@uniongov.com
507 Shoe Factory Rd
Blairsville, GA 30512

Lumpkin County Commissioner

Chairman Chris Dockery
Chris.dockery@lumpkincounty.gov
Courthouse Hill
Dahlonega, GA 30533
(706) 864-3742

White County Public Safety Director

POC: David Murphy
dmurphy@whitecounty.net
1241 Helen Highway, Suite 100
Cleveland, GA 30528
(706) 865-9500

White County Sheriff Training and Certification

POC: Daren Welborn
dwelborn@whitecounty.net
1210 Hulsey Road
Cleveland, GA 30528
(706) 865-5177

Union County Sheriff

POC: Sheriff Mack Mason
sheriffmason@unioncountysoga.org
378 Beasley Street
Blairsville, GA 30512
(706) 439-6066

Hall County Fire Chief

POC: Chris Armstrong
carmstrong@hallcounty.org
470 Crescent Drive
PO Box 907730
Gainesville, GA 30501
(770) 531-6838

White County Commissioner POC:

POC: Chairman Travis Turner
travis.turner@whitecounty.net
1235 Helen Way
Cleveland, GA 30528
(706) 865-2235

White County Fire

POC: Chief Michael LeFevre
mlefevre@whitecounty.net
1241 Helen Highway, Suite 100
Cleveland, GA 30528
(706) 865-9500

White County Sheriff

POC: Rick Kelly
rkelly@whitecounty.net
1210 Hulsey Road
Cleveland, GA 30528
(706) 865-5177

1. Signatures.

"By its signature on this Agreement, Fort Benning acknowledges its role in the accomplishment of the Agreement's objectives. However, nothing in this Agreement abrogates existing law and regulation regarding Fort Benning's ability to accomplish the same or its potential liability should it be able to do so. By their signatures, the participating jurisdictions acknowledge that certain limitations/requirements may exist under current law and regulation which affect Fort Benning's participation."

IN WITNESS WHEREOF, the participating jurisdictions hereto have executed this Agreement on the day, month and year written indicated.

COL Colin P. Mahle
Commander
U.S. Army Garrison,
Fort Benning, GA

(Date)

LTC Christopher Green
Commander 5th RTB
Dahlongega, GA

(Date)

Billy Thurmond, Chairman
Dawson County, GA

(Date)

Troy Leist, Fire Chief/EMA Director
Dawson County, GA

(Date)

Kristen Cloud, Clerk
Dawson County, GA

(Date)

Sheriff Jeff Johnson
Sheriff, Dawson County, GA

(Date)

Robert Graham, EMA Director
Fannin County, GA

(Date)

Larry Thomas,
Fire Chief/Deputy
Fannin County, GA

(Date)

Sheriff Dane Kirby
Sheriff
Fannin County, GA

(Date)

Jamie Hensley, Chairman
Fannin Board of Commissioners
Fannin County, GA

(Date)

Charlie Paris, Chairman
Gilmer Board of Commissioners
Director Ellijay, GA

(Date)

Keith Kucera
Gilmer County, Public Safety
Ellijay, GA

(Date)

Daniel Kauffman, Fire Chief
Gilmer County, GA

(Date)

Sheriff Stacy L. Nicholson
Sheriff, Gilmer County, GA

(Date)

Zach Brackett, EMA Director
Hall County, GA

(Date)

Chris Armstrong, Fire Chief
Hall County, GA

(Date)

Richard Higgins, Chairman
Hall County Board of Commissioners
Hall County, GA

(Date)

Chris Dockery, Chairman
Board of Commissioners
Lumpkin County, GA

(Date)

Sheriff Gerald Couch
Sheriff, Hall County, GA

(Date)

Fire Chief David Wimpy
Lumpkin County EMA Director

(Date)

Sheriff Stacy M. Jarrard
Lumpkin County, Commission, GA
Lumpkin County, GA

(Date)

Fire Chief R. David Dyer
Union, County, GA

(Date)

Lamar Paris, Sole Commissioner
Union County, GA

(Date)

Travis Turner, Chairman
Board of Commissioners
White County, GA

(Date)

Sheriff Mack Mason
Sheriff, Union County, GA

(Date)

David Murphy, Public Safety Director
White County, GA

(Date)

Michael LeFevre, Division Fire Chief
White County, GA

(Date)

Rick Kelly, Sheriff
White County, GA

(Date)

Mike Renshaw, County Manager
White County, GA

(Date)

**ANNEX A
(Notification Procedures)**

All participating jurisdictions shall follow the individual city, department, commission, and organization notification/contact below procedures for requesting assistance as listed

Dawson County, GA	Sheriff Office	(706) 344-3535 Ext. 20051
Dawson County, GA	E-911Center	(706) 344-3636
Fannin County, GA	Sheriff Office	(706) 632-2044
Fannin County, GA	E-911 Center	(706) 632-6022 (706) 632-8984
Fort Benning Military Installation	E-911 Center MP Desk	(706) 545-2222 (706) 545-5222
Gilmer County, GA	Sheriff Office	(706) 635-4162 (706) 635-5775
Gilmer County, GA	E-911Center	(706) 635-8911
Hall County, GA	Sheriff Office	(770) 531-6900
Hall County, GA	E-911Center	(770) 536-8812
Lumpkin County, GA	Sheriff Office	(706) 864-0414
Lumpkin County, GA	E-911 Center	(706) 864-3633
Union County, GA	Sheriff Office	(706) 439-6068
Union County, GA	E-911Center	(706) 439-6038
White County, GA	Sheriff Office	(706) 865-6370
White County, GA	E-911 center	(706) 865-0911

ANNEX B
(Interoperable Communications)

1. Incident Commanders will designate a Communications Officer who will be responsible for ensuring that each responding agency has access to reliable communications with the Incident Command Post. This procedure may be accomplished through existing local resources or may be supplemented by responding agencies or other resources available through state and regional agreements.

2. Agencies / Jurisdictions participating in this Mutual Aid Agreement will task their appropriate communications personnel to contact agencies / jurisdictions that they expect to work with to plan, test, and exercise interoperability via Land Mobile Radios, Computer Aided Dispatch, and E911 center systems.

3. Key Points of Contact Rosters. Annex A of this agreement will be updated annually to ensure all agencies have accurate phone numbers to coordinate with one another.

ANNEX C (Fire Resources and Coordination)

Fire and Emergency Service personnel and equipment support for mutual aid response zones should be coordinated between Fire Chiefs in advance of need. Discussions between agencies and templated plans for needed support based on known Fire Response Zones where mutual aid is likely and needed should be developed. This Agreement encourages this prior planning, joint training, and opportunities to exercise to ensure effective operations.

Types of Fire Support:

1. Command and Control Response (Personnel, Mobile Incident Command Post, or Mobile Incident Command Trailer)
2. Structural Fire Suppression/Aerial Response
 - a. Breathing apparatus resupply
 - b. Mobile water resupply
3. Aircraft Crash Rescue/Fire Suppression Response
4. Fire and Emergency Services Medical Response; Emergency Medical Services Technician Level
5. Ambulance Emergency Medical Services Response
 - a. Emergency Medical Services Paramedic Level
6. Technical Rescue Response
 - a. Structural Collapse
 - b. Trench Collapse Rescue
 - c. Vehicle/Machinery Rescue
 - d. Confined Space Rescue
 - e. High/Low Angle Rescue
 - f. Water Rescue Response
 - 1) Shore Water Rescue

2) Surface Water Rescue

3) Swift Water Rescue

7. Hazardous Materials Response

a. Awareness Level

b. Operations Level (Containment/Decontamination)

c. Technician Level (Confinement)

8. Weapons of Mass Destruction Responses

a. Awareness Level

b. Operations Level (Containment/Decontamination)

c. Technician Level (Confinement)

ANNEX D

(Police/Security Resources and Coordination)

1. Law Enforcement Equipment: DoD equipment can be provided to Civilian Law Enforcement Agencies (CLEAs) through lease agreements. Approvals vary depending on the purpose of the request: whether it is for responses to civil disturbances or for other purposes.

a. Civil disturbance: All emergency support to civilian authorities during civil disturbances must be approved by the Secretary of Defense (SECDEF).

b. Other purposes not including arms, munitions: Equipment requested for more than 180 days must be approved through the Office of the Deputy Chief of Staff of the Army and requests for less than 180 days may be approved by the Fort Benning Installation Commander. Lease agreements – For equipment, lease agreements must be established IAW AR 700-131 paragraph 2-9. These agreements are generally pre-coordinated due to the nature of the documentation and approvals. Reimbursement – Agencies must reimburse for all costs related to the lease as outlined in AR 700-131 chapter 5. Reimbursement provisions must be part of the written lease agreement. AR 700-131 para. 5-1 a.(2). See also 10 U.S.C. § 277.

2. Law Enforcement Personnel Support:

a. Military to Off-Post - Generally, use of Military Police (MP) and Department of the Army Civilian Police (DACP) off-post is prohibited by law (Posse Comitatus Act 18 U.S.C. § 1385). The purpose of the act – in concert with the Insurrection Act of 1807 – is to limit the powers of the federal government in using federal military personnel to enforce domestic policies within the United States.

b. Off-Post to Military - Pursuant to Title 10, section 2672(g) - Protection of buildings, grounds, property, and persons, the SECDEF may utilize the law enforcement resources of state and local authorities. This use may be memorialized in a formal agreement. The assistance provided to DoD components is subject to reimbursement. 10 U.S.C. 2672(g)-(h). Separate pre-coordinated agreements should be developed to support these types of arrangements.

3. Types of Law Enforcement Support:

a. **Military Working Dog (MWD) Support** – MWDs are generally available under exigent circumstances where loss of life, limb, or property is likely without additional support. This aid can be rendered when the requesting agency has exhausted internal and regional assets and the MWD asset is releasable without causing undue hardship to the military installations mission and security. MWD handlers may not perform direct contact, nor arrest or question the civilian public. The MWD Team (MWDT) should be isolated from the public as much as can practically be done based on the incident.

Neither the dog handler nor the MWD shall participate directly in law enforcement activities and may only provide support. When providing support to CLEAs, MWDTs will be accompanied by a representative from the requesting agency. There is a separate standing agreement for MWD support. If agencies intend to participate in this program, they should enter into this separate pre-coordinated agreement. Reference - IAW DoDI 3025.21 Enclosure 3, paragraph 1.d. See *a/so* DoDD 5200.31E, paragraph 4.f.

b. Transportation of apprehended suspects and prisoners - Upon notification and verification through the Georgia Crime Information Center/National Crime Information Center (GCIC/NCIC) of an active warrant, the law enforcement agency that entered the information (and verified the information) through the GCIC/NCIC will coordinate with the MP Desk Sergeant or Civil Liaison Officer for transfer of custody.

c. Information Sharing Concerning Service Members - The Fort Benning Military Police (MP) Desk Sergeant (706) 545-5223/5224 will be notified of off-post incidents involving Service Members, DoD Civilians and their family members as subjects, victims, or suspects of a crime in a timely manner that does not impede the investigative process. Military Commanders' interest may necessitate initial contact from the MP Desk to the arresting agency for an initial report; Commanders' interest is driven by unit readiness for conducting operations and training for mission execution. Upon notification of an actual or suspected incident of Domestic Violence or abuse occurring off the installation involving a Service Member, the MP Desk Sergeant will contact Family Advocacy Program/Behavioral Health (FAP/BH). Additionally, the Desk Sergeant will obtain a copy of the Civil Arrest/Incident report for generation of a Law Enforcement Report (LER) or Raw Data File (RDF) IAW the above procedures. The Civil Liaison Officer (706) 545-8480 will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, if not already received by the MP Desk Sergeant.

d. Sharing Law Enforcement Reports - Procedures for transmitting incident and investigation reports and other LE information involving active-duty Service members from local civilian LE agencies to the installation LE office. LE information/incident reports can be sent to the MP Desk Sergeant via Fax at (706) 545-6670. Access to military records needed by a civilian Law Enforcement agency for investigation or prosecution of cases will be made available by the MP Administration Office IAW all applicable laws and regulation. Requests for records should be made through the Police Records Supervisor at (706) 545-2368, who in turn will arrange for the release of the necessary information.

e. Military Police Reporting Procedures -

1) MP Desk will receive the report from on and off-post sources and will implement proper notification procedures.

2) MP Desk will immediately make a journal entry of the report received.

3) Upon receipt of the written police report, the MP Desk will make a blotter report of the incident.

4) When telephonic notification from a civilian Law Enforcement agency is received, the Civil Liaison will follow up with the civilian Law Enforcement agency to obtain a copy of the initial report.

5) Blotter reports will be followed up by the Department of the Army Form (DA Form) 4833, the Commander's Report of Disciplinary or Administrative Action, which will then be sent directly to the company commander of the military service member.

6) Upon adjudication through civilian courts, the commander will complete DA Form 4833 and return a copy of the report to the Fort Benning Police Records Office. This report will cite all actions taken against or in favor of the military service member and/or family member involved in the off-post incident.

7) Request prior notification of release from civilian custody in order to coordinate whether pick up by Fort Benning Police or release on individual's own recognizance depending on the severity of the offense.

f. **Sex Offender Registry** - Notification of when a Soldier is required to register as a sex offender either through military judicial proceedings or civilian judicial proceedings.

g. **Civilian Protection Orders (CPO)** - Procedures for transmitting CPOs issued by civilian courts or magistrates involving active-duty Service members from local LE agencies to the installation LE office. The Civil Liaison Officer will contact the civilian Law Enforcement agency that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available, to include designation of the title of the local LE agency recipient of domestic violence and CPO information from the installation LE agency and sharing of information and facilities during the course of an investigation IAW 5 USC 552a (b)(7) (The Privacy Act of 1974).

h. **Military Protective Order** - Procedures for transmitting the Department of Defense Form 2873 (Military Protective Order) from the installation LE office to the local civilian LE agency with jurisdiction over the area in which the Service member resides. The Civil Liaison Officer will contact the civilian court that has jurisdiction for the purpose of obtaining a copy of the corresponding police report and any related documents available.

i. **Access Control Point (ACP) Closure** - Agencies may be requested to assist with the ACP closure during emergency periods or in case of a special event. In the event of a change of the Force Protection level, there may be significant backups at the Main Gate ACP. These events could cause impacts on the local community to include the complete shutdown of some roadways. During these times local jurisdictions may need

to provide Law Enforcement support to assist with traffic control or rerouting of traffic all together. An emergency access location will be established for local support based on the incident location at the time of the incident.

ANNEX E (References)

1. Title 42 United States Code (U.S.C.) The Public Health and Welfare, Section 1856 – Reciprocal Fire Protection Agreements for the Protection of United States Property
2. Title 10 U.S.C. Armed Forces, Section 2672 – Use of military equipment and facilities
3. Title 10, U.S.C. Chapter 15 – Military Support for Civilian Law Enforcement Agencies
4. Title 10 U.S.C. 2679 – Installation-support services: Intergovernmental Support Agreements
5. Title 15 U.S.C. 2210 – Reimbursement for costs of firefighting on Federal property
6. Title 18 U.S.C. 1385 – Use of Army and Air Force as posse comitatus
7. Title 31 U.S.C. Chapter 65 – Intergovernmental Cooperation
8. Title 42 U.S.C. Chapter 15A – Reciprocal Fire Protection Agreements
9. Department of Defense Instruction (DoDI) 4000.19, Interservice and Intragovernmental Support
10. DoDI 6055.06, DoD Fire and Emergency Services Program
11. DoDI 6055.17, DoD Emergency Management (EM) Program
12. DoDI 7000.14R, Financial Management Regulations
13. Department of Defense Directive (DoDD) 3025.18, Defense Support of Civil Authorities
14. DoDD 3025.21, Defense Support of Civilian Law Enforcement Agencies
15. DoDD 4500.09E, Transportation and Traffic Management
16. DoDD 5200.31E, DoD Military Working Dog (MWD) Program
17. DoDD 5525.21, Protection of Buildings, Grounds, Property, and Persons and Implementation of Section 2672 of Title 10, United States Code
18. Army Regulation (AR) 5-9, Installation Agreements
19. AR 190-12, Military Working Dogs

20. AR 190-45, Army Law Enforcement Reporting
21. AR 420-1, Facilities Management, Chapter 25, Fire and Emergency Services
22. AR 525-27, Army Emergency Management Program
23. AR 700-131, Loan, Lease, and Donation of Army Materiel
24. National Fire Protection Association 1561: Standard on Emergency Services Incident Management System and Command Safety
25. Georgia Emergency Management Agency – Homeland Security Statewide Mutual Assistance Agreement

ADDENDUM

TO

THE MEMORANDUM OF AGREEMENT BETWEEN U.S. ARMY GARRISON, FORT BENNING AND DAWSON COUNTY, FANNIN COUNTY, GILMER COUNTY, HALL COUNTY, LUMPKIN COUNTY, UNION COUNTY, WHITE COUNTY

1. The intent of the addendum is to establish an automatic aid agreement in addition to the above Memorandum of Agreement between U.S. Army Garrison, Fort Benning – Camp Merrill District, GA and the Lumpkin County Fire Department, Dahlonega, GA, regarding fire prevention and firefighting services.

2. Agreements and Responsibilities:

a. Camp Frank D. Merrill Fire Department (CMFD) and Lumpkin County Fire Department (LCFD) mutually agree to an automatic aid response to all calls on and/or near Camp Wahsega Road and within an 8-mile radius to include Porter Village of the main camp. Lumpkin County 911 will tone out CMFD along with LCFD (Medics) automatically for any call for service.

b. On request to a representative of the Camp Frank D. Merrill Fire Department by an authorized representative of the Lumpkin County Fire Department, firefighting equipment and personnel of the Camp Frank D. Merrill Fire Department will be dispatched, when available, to any point within the area for which the Lumpkin County Fire Department normally provides fire protection as designated by the representative of the Lumpkin County Fire Department.

c. On request to a representative of the Lumpkin County Fire Department by a representative of the Camp Frank D. Merrill Fire Department, firefighting equipment and personnel of the Lumpkin County Fire Department will be dispatched, when available, to any point within the firefighting jurisdiction of the Camp Frank D. Merrill Fire Department.

d. The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request for assistance should immediately inform the requesting department if, for any reason, assistance cannot be rendered.

e. Any dispatch of equipment and personnel pursuant to this agreement is subject to the following conditions: The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched and will be subject to the orders of that official.

1) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required, or when the

responding organization is needed within the area for which it normally provides fire protection.

2) If a crash of aircraft owned or operated by the United States or military aircraft of any foreign nation occurs within the area for which the Lumpkin County Fire Department normally provides fire protection, the Chief of the Camp Frank D. Merrill Fire Department or his representative may assume full command upon arrival at the scene of the crash.

3) Both parties agree to implement the National Incident Management System during all emergency responses on and off Camp Frank D. Merrill in accordance with Homeland Security Presidential Directive (HSPD)-5.

4) Incident Safety Officer (ISO). ISO responsibilities shall be accomplished at all incidents and during training evolutions involving fire. When responding off Camp Frank D. Merrill, the senior fire officer will appoint an ISO to observe Army operations if the ISO is not already appointed by the Incident Commander (IC). If unsafe conditions are observed or encountered by Camp Frank D. Merrill Fire Department personnel, the ISO will mitigate the condition and inform the IC. Camp Frank D. Merrill Fire Department Firefighters that respond off-base will include one individual with the Department of Defense Certification of Fire Officer 1.

f. Each party hereby waives all claims against every other party for compensation for any loss, damage, injury, or death occurring as a consequence of the performance of this agreement, except those as stated in paragraph 6(f) of this agreement. This agreement does not prohibit claims authorized under 15 U.S.C. 2210.

g. The Fire Chief Officer and personnel of the fire departments of both parties to this agreement are invited and encouraged, on a reciprocal basis, to frequently visit each other's activities for guided familiarization tours consistent with local security requirements and, as feasible, to jointly conduct pre-fire planning inspections and drills/training.

h. The technical heads of the fire department of the parties to this agreement are authorized and directed to meet and draft any detailed plans and procedures of operation necessary to effectively implement this agreement. Such plans and procedures of operations shall become effective upon ratification by the signatory parties.

i. All equipment used by the Lumpkin County Fire Department in carrying out this agreement will be owned by the Lumpkin County Fire Department; and all personnel acting for the Lumpkin County Fire Department under this agreement will be an employee of the Lumpkin County Fire Department.

j. This agreement shall become effective upon the date hereof and remain in full force

and effect until canceled by mutual agreement of the parties hereto or by written notice by one party to the other party, giving thirty days' notice of said cancellation.

k. The obligation of the United States Army under this agreement are contingent upon and subject to the availability of appropriated funds for the purposes herein specified.

DAVID WIMPY
EMA, EMS Director/Fire Chief
Lumpkin County Fire Department
Dahlonega, GA

(Date)

COL COLIN P. MAHLE
Commander
U.S. Army Garrison
Fort Benning, GA

(Date)

TIMOTHY SEIGAL
Fire Chief
Fort Benning Fire Department
Fort Benning, GA

(Date)

KEVIN CLARKE JR.
Director
Fort Benning, Directorate of Emergency Services
Fort Benning GA

(Date)



AGENDA ITEM

Human Resources

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 209/2023

SUBJECT: Approve the Employment Agreement for the Communications and Strategic Engagement Manager.

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: DLJ

Recommendation:
Department recommends the approval of the employment agreement for the Communications and Strategic Engagement Manager.

Purpose of Request:
Purpose of this agenda item is to seek approval of the employment agreement for the Communications and Strategic Engagement Manager.

History:

Facts and Issues:

Options:

Funding Requested	\$ 182,961.00
Are funds within current budget?	Yes
Source of Funds	General Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

Financial Supplement

Employment Agreement Communications and Strategic Engagement Manager

New Position Cost Worksheet Communications and Strategic Engagement Manager



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

AGENDA ITEM 209/2023

Funds Requested: \$ 182,961.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	001 - GENERAL	101 - ADMINISTRATION	4104 - SALARIES	\$21,925.00
2023	001 - GENERAL	101 - ADMINISTRATION	4433 - CAR USE ALLOWANCE	\$1,040.00
2023	001 - GENERAL	101 - ADMINISTRATION	4110 - F.I.C.A.	\$1,755.00
2023	001 - GENERAL	101 - ADMINISTRATION	4131 - RETIREMENT	\$3,675.00
2023	001 - GENERAL	101 - ADMINISTRATION	4121 - HEALTH INSURANCE	\$6,420.00
2023	001 - GENERAL	101 - ADMINISTRATION	4123 - OTHER CNTY-PD INSURANCE	\$300.00
2023	001 - GENERAL	101 - ADMINISTRATION	4122 - LIFE INSURANCE	\$70.00
2024	001 - GENERAL	101 - ADMINISTRATION	4104 - SALARIES	\$92,075.00
2024	001 - GENERAL	101 - ADMINISTRATION	4433 - CAR USE ALLOWANCE	\$4,360.00
2024	001 - GENERAL	101 - ADMINISTRATION	4110 - F.I.C.A.	\$7,379.00
2024	001 - GENERAL	101 - ADMINISTRATION	4131 - RETIREMENT	\$15,429.00
2024	001 - GENERAL	101 - ADMINISTRATION	4123 - OTHER CNTY-PD INSURANCE	\$26,960.00
2024	001 - GENERAL	101 - ADMINISTRATION	4123 - OTHER CNTY-PD INSURANCE	\$1,266.00
2024	001 - GENERAL	101 - ADMINISTRATION	4122 - LIFE INSURANCE	\$307.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: DLJ

Phone:

770-531-6712

EMPLOYMENT AGREEMENT

Communications and Strategic Engagement Manager

THIS AGREEMENT made and entered into this 25th day of April 2023, by and between **HALL COUNTY, STATE OF GEORGIA**, hereinafter called “the County”, as party of the first part, and **Sarah Crowe**, herein called "Employee", as part of the second part, both of whom agree as follows:

WITNESSETH

WHEREAS, the County desires to employ the services of said **Sarah Crowe** as the **Communications and Strategic Engagement Manager** of Hall County; and

WHEREAS, it is the desire of the governing board, hereafter called “Commission” to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of Hall County to secure and retain the services of said Employee and provide inducement for him or her to remain in such employment, and to make possible full work productivity by assuring said Employee’s morale and peace of mind with respect to future security, and to provide a just means of terminating the Employee’s services at such a time as desired by the County Administrator, or his or her designee; and

WHEREAS, the Employee desires to accept employment as **Communications and Strategic Engagement Manager** for Hall County;

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

SECTION 1. Duties

The County hereby agrees to employ **Sarah Crowe** as **Communications and Strategic Engagement Manager**, to perform legally permissible functions and duties specified and assigned by the County Administrator or his or her designee.

EMPLOYMENT AGREEMENT

Communications and Strategic Engagement Manager

SECTION 2. Term

- A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the County Administrator to terminate the services of this Employee at any time, subject only to the provisions set forth in SECTION 3 of this agreement. The Employee understands that he or she serves at the pleasure of the County Administrator.
- B. Nothing in the agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his or her position with the County, subject to the provisions set forth in SECTION 3, Paragraphs B and C of this agreement.

SECTION 3. Termination and Severance Pay

- A. In the event the Employee is terminated pursuant to Paragraph B hereof and the Employee is willing and able to perform the duties of the position under this agreement, upon execution of a Separation Agreement and General Release, the Employer agrees to pay the Employee a lump sum cash payment equal to three (3) months aggregate annual salary, exclusive of other forms of compensation, less standard withholdings, in addition to the continuation of medical, dental and vision insurance benefits during the three (3) month period immediately following the date of termination. However, in the event the Employee is terminated because the Employee has been convicted of a misdemeanor or a felony, or if the County determines that the Employee has engaged in unprofessional and improper practice, other than negligence, and breach of public trust, including but not limited to illegal acts involving personal gain, or moral turpitude, the County shall be entitled to terminate the Employee immediately without any severance pay, or medical, dental and vision insurance continuation aside from COBRA.
- B. In the event the Employer at any point during the term of this agreement reduces the salary or other financial benefits of the Employee in a greater percentage than reductions to all other employees of Employer, or if Employer refuses, following a written request to comply with any provision benefiting Employee herein; or the Employee resigns following a suggestion, whether formal or informal, by the County Administrator that he or she resign, then, in that event, Employee may, at his or her option, be deemed to be terminated at the date of such reduction or refusal to comply within the meaning and context of the herein severance pay provision.

EMPLOYMENT AGREEMENT

Communications and Strategic Engagement Manager

C. In the event the Employee voluntarily resigns his or her position with the County as **Communications and Strategic Engagement Manager** then the Employee shall give the County **thirty (30)** days written notice in advance, unless the parties otherwise agree. The provision for severance pay and continuation of employment benefits detailed in SECTION 3, Paragraph A shall not apply to a voluntary resignation.

SECTION 4. Termination Due to Disability

If the Employee is unable to perform his or her duties because of sickness, accident, injury, or mental incapacity, and no reasonable accommodations are available, the County shall have the option to terminate employment, subject to the severance pay requirements of SECTION 3, Paragraph A. However, the Employee shall be compensated for any accrued benefits, in accordance with current policies.

SECTION 5. Salary

The County agrees to pay the Employee for his or her services rendered, pursuant hereto, an annual base salary of **\$114,000.00**, payable in installments at the same time as other employees of the County are paid, except that the county may put in place cost reduction measures at any time and for any duration as required by a lack of financial resources. The base annual salary and benefits may be reviewed annually by the County Administrator and consideration for increases may be determined based upon the performance of the employee or consideration of providing a Cost of Living Adjustment (COLA).

SECTION 6. Performance Evaluation

The County Administrator, or his or her designee, shall review and evaluate the performance of Employee at least annually on the anniversary day of this agreement. Said review and evaluation shall be in accordance with criteria developed by the County Administrator, or his or her designee, and Employee. Performance criteria may be added to or deleted from, as the County Administrator, or his or her designee may from time to time determine. Further, the County Administrator, or his or her designee, shall provide the Employee with a written summary statement of the findings of the evaluation.

EMPLOYMENT AGREEMENT

Communications and Strategic Engagement Manager

SECTION 7. Hours of Work

It is generally recognized that the position of **Communications and Strategic Engagement Manager** involves the devotion of a great deal of time beyond typically recognized business hours.

SECTION 8. Outside Activities

The Employee shall devote his or her full time to the position described in this agreement. With the approval of the County Administrator, or his or her designee, the Employee may engage in teaching, consulting or other non-employer related activities as long as he or she does not interfere with the execution of the duties of this position, or present a conflict of interest. Such consent must be obtained by advance approval, in writing, detailing the specifics of such activity.

SECTION 9. Political Activity

If the Employee announces as a candidate for any elective office during the duration, of this contract, he or she will resign from Hall County employment immediately upon declaring candidacy as defined by state law. During the term of this contract, the Employee may not:

- A. Be involved in any political activity that would constitute a conflict of interest; including participation in any aspect of any local political campaign on behalf of one's self if intending to seek elected office, or other individual or in opposition to any candidate for office within Hall County; including municipal and/or county government office. This restriction includes but is not limited to displaying or distributing information, materials, or paraphernalia in support of any political candidate, party or organization.
- B. Knowingly solicit, accept, or receive political contributions from any person, to be used in support of or in opposition to any political candidate for election within Hall County, including municipal and/or county government office.
- C. Use, or promise to use, directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any person a job or other advantage for the purpose of influencing the vote or political action of any person.

EMPLOYMENT AGREEMENT

Communications and Strategic Engagement Manager

SECTION 10. Vehicle and Phone

Employee's duties require the substantial use of their personal automobile during the term of employment. The County shall pay to the Employee in addition to salary a monthly vehicle allowance of \$450.00. A cellular phone dedicated solely for business usage may be provided by the Employer. In such case, the Employer shall be responsible for paying for and maintaining regular monthly service. Should the Employee desire to use their personal cellular phone for business purposes, Employer shall reimburse the Employee the amount of \$50 per month.

SECTION 11. Insurance Benefits

The County agrees to put in force and make premium payments for Medical, Dental, Vision, Short-Term Disability and Life Insurance policies on behalf of the Employee and if so elected, eligible dependents, at a level of coverage available to other County employees. The Employee may choose not to cover his/her dependents.

SECTION 12. Retirement Benefits

Provided that contributions are being made by the County, if the Employee elects, Hall County agrees to contribute (8 %) of annual compensation as defined by the retirement plan in addition to Employer matching contributions made on contributions by the Employee as received by other County employees, into a defined contribution plan, except that the County may reduce or suspend this contribution at any time and for any duration as required due to a lack of financial resources. Retirement contributions shall not be made on any severance pay provided by the Employer, paid in accordance with Section 3.

SECTION 13. Paid Time Off (PTO) or Vacation and Sick Leave

As applicable, the County will provide for Paid Time Off (PTO) or vacation and sick leave in the same manner as the accruals currently received by other County Employees. An additional three (3) weeks of vacation shall be provided upon execution of this agreement and placed in the employee's vacation additional accrual location in ADP. In the event that the County changes or adopts a new program for all employees, such changes shall also apply to the **Communications and Strategic Engagement Manager**. Accrued PTO or vacation leave, whichever is applicable, shall be paid to Employee upon termination of employment.

EMPLOYMENT AGREEMENT

Communications and Strategic Engagement Manager

SECTION 14. Dues, Subscriptions and Professional Development

- A. The County agrees to pay the Employee's annual membership dues, subscriptions and conference expenses incurred by the Employee in conjunction with the Employee's duties, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.
- B. The County agrees to pay the travel and subsistence expenses of the Employee for expenses related to maintenance of professional certifications, professional and official travel, meetings and occasions adequate to continue the professional development of the Employee and to adequately pursue necessary official and other functions for the department, not to exceed the budget and subject to prior approval by the County Administrator or his or her designee.

SECTION 15. Indemnification

The County shall defend, save harmless and indemnify the Employee against any claim or demand or legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Employee's duties as **Communications and Strategic Engagement Manager**. The County or its insurance carrier will pay the amount of any settlement or judgment agreed to or rendered against the Employee and the County may agree to such settlement or the payment of a judgment with or without the express consent of the Employee.

SECTION 16. General Provisions

- A. The text herein shall constitute the entire agreement between the parties. Any amendment hereto shall be in writing and be executed by both parties.
- B. This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the Employee.
- C. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

EMPLOYMENT AGREEMENT

Communications and Strategic Engagement Manager

- D. This agreement will become effective on the 1st day of May 2023, and shall continue thereafter unless or until the agreement is terminated by either party set forth herein.
- E. This agreement shall be executed in duplicate, each of which shall be deemed to be complete of itself and may be introduced into evidence or used for any purpose without the production of the other copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____ 2023.

HALL COUNTY, GEORGIA

County Administrator

ATTEST:

County Commission Clerk
(Seal)

Employee

APPROVAL AS TO FORM

County Attorney



Please complete the tab that correlates with the type of position change you are requesting. Only include ONE request per worksheet. If requesting multiple personnel changes, please prioritize each worksheet in order of importance. For each personnel request, submit this form, along with the "New Position Request."

REQUEST TYPE: NEW FULL-TIME POSITION

101	Administration
Department #	Department Name
Communications and Strategic Engagement Manager	
Requested Position Title	Priority #

ADDITIONAL PERSONNEL COST CALCULATION		
New Position		Account
\$114,000.00	Salary Requested (use midpoint of paygrade)	4104
\$5,400.00	Car Allowance	4433
9,134.00	Taxes	4110
19,104.00	Retirement	4131
32,940.00	Health	4121
1,566.00	Dental & Vision	4123
295.00	Life	4122
82.00	AD&D	4122
440.00	Short Term Disability	4121
\$182,961.00	Total Additional Personnel Costs	

JUSTIFICATION (please provide a short explanation of your request on the lines below):

PERSONNEL EQUIPMENT REQUEST (list all equipment required and estimated cost)

**Do not add these estimated costs to your department's operating budget. It is calculated separately by OMB.

EQUIPMENT DESCRIPTION (uniform, gun, fire safety suit, vehicle, computer, cell phone etc.)	ESTIMATED COST
Cell Phone Reimbursement	
	\$ -



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 192/2023

SUBJECT: **3331 Friendship Road | Variance** | from Gateway Corridor Overlay District architectural requirements on a 9.13± acre tract located on the north side of Friendship Road approximately 1,190 feet from its intersection with Fall Branch Lane | Zoned AR-III and Gateway Corridor Overlay District; Tax Parcel 15048 000004B | **Proposed use: church** | Commission District 1 | **Eugene Kim, applicant.**

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: RD

Recommendation:

Approval, with conditions:

1. The development shall occur as depicted on the site plan presented. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards.
2. The applicant shall provide masonry siding for any portion of the structure visible from Friendship Road, consistent with the requirements of the Gateway Corridors Overlay District (GCOD, 17.420).
3. The existing single-family residence and garage shall be an accessory use to the church and utilized for church uses only. If the residence and garage are to be used for assembly purposes an inspection shall be required to bring them up to commercial occupancy requirements.
 1. Prior to any assembly uses occurring in any existing or proposed structures an occupancy permit shall be obtained.
 2. There shall be a 25 foot transitional or planted buffer along the sides and rear lot line of the subject property. The buffer shall be planted according to Hall County section 17.260.020. Leaving existing trees undisturbed may also be considered an alternative to satisfy this condition.
 3. The development shall follow all Hall County Development Review processes including stormwater regulations and commercial building plan review for any future development of the site.
 4. Architectural elevations showing building façade materials and colors shall be submitted and approved by the planning director prior to approval of the building plans.
 5. All Conditions of zoning shall be placed on any plat or development plans.
 6. Standing seam architectural metal roofing systems shall be allowed with colors to be approved by the Planning Director.

Purpose of Request:

3331 Friendship Road | Variance | from Gateway Corridor Overlay District architectural requirements on a 9.13± acre tract located on the north side of Friendship Road approximately 1,190 feet from its intersection with Fall Branch Lane | Zoned AR-III and Gateway Corridor Overlay District; Tax Parcel 15048 000004B | **Proposed use: church** | Commission District 1 | **Eugene Kim, 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
RD	RD	TS	WG
Attorney	Administration		Clerk
WLI	CR		JR

Attachments:

Board Memo
Request to Withdraw
Recommendation Report
Application
Narrative
Site Plan
Maps
Renderings
Deed
Legal Description
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign Photos



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: April 10, 2023

Subject: **3331 Friendship Road | Variance |** from Gateway Corridor Overlay District architectural requirements | **Proposed use: church | Eugene Kim, applicant.**

The request before you is the request of Eugene Kim for a variance from Gateway Corridor Overlay District architectural requirements for a church. This item is located within Commission District 1.

At their March 20, 2023 meeting, the Hall County Planning Commission voted to recommend approval with nine (9) conditions **(5-0)**.

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

Since the Planning Commission meeting, the applicant's representative has requested that the request be withdrawn.

Planning Commission Approval Conditions:

1. The development shall occur as depicted on the site plan presented. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards.
2. The applicant shall provide masonry siding for any portion of the structure visible from Friendship Road, consistent with the requirements of the Gateway Corridors Overlay District (GCOD, 17.420).
3. The existing single-family residence and garage shall be an accessory use to the church and utilized for church uses only. If the residence and garage are to be used for assembly purposes an inspection shall be required to bring them up to commercial occupancy requirements.
4. Prior to any assembly uses occurring in any existing or proposed structures an occupancy permit shall be obtained.
5. There shall be a 25 foot transitional or planted buffer along the sides and rear lot line of the subject property. The buffer shall be planted

according to Hall County section 17.260.020. Leaving existing trees undisturbed may also be considered an alternative to satisfy this condition.

6. The development shall follow all Hall County Development Review processes including stormwater regulations and commercial building plan review for any future development of the site.
7. Architectural elevations showing building façade materials and colors shall be submitted and approved by the planning director prior to approval of the building plans.
8. All Conditions of zoning shall be placed on any plat or development plans.
9. Standing seam architectural metal roofing systems shall be allowed with colors to be approved by the Planning Director.

Anael Dominguez (CDI: Planning)

From: Randi Doveton (CDI: Planning)
Sent: Tuesday, April 11, 2023 12:45 PM
To: Joel Kuk
Cc: Anael Dominguez (CDI: Planning)
Subject: RE: Withdrawing application

Mr. Kuk,

That is correct. It will remain on the agenda and the Board of Commissioners will vote to withdraw but no one need be present.

Regards,

Randi Doveton
Director of Planning and Development
Community Development and Infrastructure
(770) 531-6800 | www.hallcounty.org



From: Joel Kuk <joelkuk02@gmail.com>
Sent: Tuesday, April 11, 2023 12:43 PM
To: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>
Cc: James Seo <danyseo@gmail.com>; Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Subject: Re: Withdrawing application

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.

Yes, that is correct.

This means we don't need to attend the meeting scheduled for 4/25 right?

Thanks,

-Joel Kuk

On Tue, Apr 11, 2023 at 12:41 PM Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org> wrote:

Mr. Kuk,

Based on your email, it is my understanding that Mr. Kim and Bethel Faith Baptist Church wish to withdraw their request for a variance in Gateway Corridor Overlay Standards, is that correct? If so, please confirm so we can adjust our Board of Commissioners agenda memo.

Regards,

Randi Doveton

Director of Planning and Development

Community Development and Infrastructure

(770) 531-6800 | www.hallcounty.org



From: Joel Kuk <joelkuk02@gmail.com>
Sent: Thursday, March 30, 2023 10:35 AM
To: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>
Cc: James Seo <danyseo@gmail.com>
Subject: Withdrawing application

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.

Address: 3331 Friendship Rd Buford GA 30519

Applicant: Eugene Kim

Representative: Joel Kuk

Dear Ms. Doveton,

This is to confirm we've received the letter regarding Hall County Planning Commission's recommended approval with conditions for the application mentioned above and on behalf of Bethel Faith Baptist Church I'd like to extend my gratitude for coordinating this.

Upon review with our architect, our church committee members have concluded not to seek final determination of our request for the variance approval and therefore we wish not to attend the meeting scheduled for Tuesday, April 25, 2023.

Please advise what you'll need from us to do so.

Our plan is to proceed abiding by all codes under Gateway Corridor Overlay District and we have one clarifying question.

Condition number 9 on the letter mentioned standing seam architectural metal roofing systems and we were hoping if you can confirm if this will be a requirement for our metal building.

I look forward to hearing from you.

Thank you.

Sincerely,

Joel Kuk

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Eugene Kim

Request Variance from Gateway Corridors Overlay District
(GCOD, [17.420](#)) architectural requirements

Proposed Use church

Size 9.13± acres

Zoning Current Agricultural Residential III (AR-III, [17.110](#))
/ Gateway Corridors Overlay District (GCOD,
[17.420](#))

Location **3331 Friendship Road** | Tax Parcel 15048
000004B

Commission District One

Planning Commission Date March 20, 2023

Staff Recommendation **Denial as the requested variance does not to
meet the requirements of [2.60.030.K](#).**

Planning Commission Recommendation.....**Approval, with conditions**
Vote: 5-0

Planning Commission Conditions:

1. The development shall occur as depicted on the site plan presented. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards.
2. The applicant shall provide masonry siding for any portion of the structure visible from Friendship Road, consistent with the requirements of the Gateway Corridors Overlay District (GCOD, [17.420](#)).
3. The existing single-family residence and garage shall be an accessory use to the church and utilized for church uses only. If the residence and garage are to be used for assembly purposes an inspection shall be required to bring them up to commercial occupancy requirements.
4. Prior to any assembly uses occurring in any existing or proposed structures an occupancy permit shall be obtained.
5. There shall be a 25 foot transitional or planted buffer along the sides and rear lot line of the subject property. The buffer shall be planted according to Hall County section 17.260.020.

Leaving existing trees undisturbed may also be considered an alternative to satisfy this condition.

6. The development shall follow all Hall County Development Review processes including stormwater regulations and commercial building plan review for any future development of the site.
7. Architectural elevations showing building façade materials and colors shall be submitted and approved by the planning director prior to approval of the building plans.
8. All Conditions of zoning shall be placed on any plat or development plans.
9. Standing seam architectural metal roofing systems shall be allowed with colors to be approved by the Planning Director.

Public Forum:

There were no comments in support or opposition.

Summary Analysis

The applicant is requesting to be exempt from the non-residential architectural requirements for properties within the Gateway Corridors Overlay District (GCOD, [17.420](#)). The proposed use for the site is a church which will utilize a pre-fabricated metal building as an assembly hall. The subject property is a 9.13± acre parcel currently zoned Agricultural Residential III (AR-III, [17.110](#)). Within the Agricultural Residential III (AR-III, [17.110](#)), churches and other places of worship are a permitted use, but cemeteries are excluded.

The applicant has requested to be exempt from the GCOD requirements based on the provision found in [17.420.030](#), boundaries, which grants exemption to the requirements based on certain criteria. Specifically, in cases where portions of the subject property to be exempted lie more than 300 feet from the centerline of a Gateway Corridor and where due to site topography development of the property to be exempted will not be visible from a Gateway Corridor.

The site plan shows the existing residence, garage, and the proposed building (70' x 120') with associated access drives and parking, both paved and gravel. Per the applicant's submitted materials, the proposed church building will be located behind two existing structures, one a 2,464 square foot residence constructed in 2000 and a detached garage, which is located to the rear of the residence. The applicant has indicated where 300 feet from centerline of Friendship Road is on the site plan. The proposed church is located an approximate 150 feet further into the lot, and behind both the existing residence and garage, 450± feet from the centerline of Friendship Road.

The applicant's narrative and other application materials do not identify the proposed uses for the existing residence or garage.

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); **The subject property slopes away from Friendship Road, with the proposed church location approximately 20 feet lower than the elevation of Friendship Road. Google Maps imagery shows a berm adjacent to the right-of-way, though the residence is still visible from the road.**
2. The application of the requirements of this [Title 17](#) to this particular piece of property would create an unusual hardship; **The subject property can be developed in accordance with the permitted uses within the Agricultural Residential III (AR-III, [17.110](#)) district and the standards for non-residential property development standard ([17.420.050](#)).**
3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; and **The applicant has presented no peculiar conditions to the subject property that would necessitate the variances when compared to adjacent parcels.**
4. Such conditions are not the result of any actions of the property owner; and **The applicant has proposed the standards for the development of the site, necessitating 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. **If granted, relief would lead to inconsistent application of the non-residential property development standard ([17.420.050.F.4.a](#)) of the Gateway Corridors Overlay District (GCOD, [17.420](#)) along the primary thoroughfares in Hall County.**

Development Support and Constraints / Departmental Comments

Hall County Environmental Health

In an email dated February 23, 2023, Emily McGahee states “Must meet all Environmental Health commercial septic system permitting requirements. Comments were to the applicant on February 15, 2023.”

Hall County Fire Marshal

An email dated March 2, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant provided the following comments:

The Hall County Fire Marshal’s Office has completed a site development review with comments see below.

2/14/23 HDEV23-0007 Reviewed site development plans for a proposed 8400 SF Assembly used for worship. The property has an existing single family dwelling with detached garage that will remain on the property. Fire apparatus access meets IFC standards, the utility page shows the new assembly will have a fire suppression system installed, during the review the following comments below regarding the fire protection system will have to be revised with plans to be resubmitted for review and approval.

- 1) Add fire hydrant off water supply leading into fire service vault, see arrow inside cloud for location.
- 2) NFPA 24 State Modifications to Chap.13 Section 13.1.2 reads, no pipe smaller than 8 inches in diameter shall be used to supply one hydrant and automatic extinguishing systems. Revise all 6 inch pipe size to 8 inch and include pipe material type.

Hall County Public Works and Utilities

In a memo dated March 1, 2023, from Srikanth Yamala, Director of Public Works and Utilities, provided the following comments:

Engineering:

The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:

GADOT permit required.

Utilities

No utilities available

Georgia Department of Transportation

In email dated February 23, 2023 from Jonathan Peevy, P.E., Assistant District Traffic Engineer, confirmed this project will require GDOT coordination.

- **Excerpts from the minutes of the March 20, 2023 meeting**

Applicant's Presentation:

Randi Doveton, Planning Director, presented a summary of the request.

Joel Kuk, 695 Morning Creek Lane, Suwanee, presented the request. The applicant stated that their request for a metal building is for the sturdy material. The applicant stated that the congregation will not be a very big building. The applicant submitted a letter from the property owner for the board to review.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Braswell stated that there have not been many requests like this one for metal siding on all four sides considering it is located in a high profile area. Mr. Sosebee questioned if the applicant had reviewed the staff conditions. The applicant stated they have and would be open to a compromise in conditions. Mr. Braswell

stated that Gateway Standards are applicable regardless of the structure being visible from the road. Mr. Hunt questioned why the height of the building was 38 feet. The applicant stated that it was because the inside speakers needed to have a certain height to work properly. Mr. Varner and Ms. Pilcher stated that the height of the building was too tall.

Motion: A motion to approve, with conditions was made by Mr. Sosebee and seconded by Ms. Pilcher.

Vote: 5-0

Conditions:

1. *The development shall occur as depicted on the site plan presented. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards.*
2. *The applicant shall provide masonry siding for any portion of the structure visible from Friendship Road, consistent with the requirements of the Gateway Corridors Overlay District (GCOD, 17.420).*
3. *The existing single-family residence and garage shall be an accessory use to the church and utilized for church uses only. If the residence and garage are to be used for assembly purposes an inspection shall be required to bring them up to commercial occupancy requirements.*
4. *Prior to any assembly uses occurring in any existing or proposed structures an occupancy permit shall be obtained.*
5. *A 25 foot transitional or planted buffer along the sides and rear lot line of the subject property. The buffer shall be planted according to Hall County section 17.260.020. Leaving existing trees undisturbed may also be considered an alternative to satisfy this condition.*
6. *The development shall follow all Hall County Development Review processes including stormwater regulations and commercial building plan review for any future development of the site.*
7. *Architectural elevations showing building façade materials and colors shall be submitted and approved by the planning director prior to approval of the building plans.*
8. *All Conditions of zoning shall be placed on any plat or development plans.*
9. *Standing seam architectural metal roofing systems shall be allowed with colors to be approved by the Planning Director.*

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) KIM, Eugene S. and KIM, Sonya K.

Address 3331 Friendship Road
 Buford, GA 30519

Phone Number (704) 701-2071

Name of applicant(s): KIM, Eugene S., and KIM, Sonya K.

Address 476 Walnut Road
 Hoschton, Ga 30548-1539

Phone Number (704) 701-2071

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)

Eugene Kim

Personally appeared before me

Eugene Kim

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

Nathaniel Greene
Notary Public

01/23/2023
Date



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
 - (3) The name and official position of the local government official to whom the campaign contribution was made; and
 - (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
- (b) The disclosures required by subsection (a) of this Code section shall be filed within ten days after the application for the zoning action is first filed. (Code 1981, Section OCGA § 36-67A-3[C], enacted by GA L. 1986, page 1269, Section 1, GA L. 1991, page 1365, Section 1).

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

I have** XX 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: *Eyene G*

Date: 1/23/2023

Applicant's/Owner's Name (Printed): _____

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** XX 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: Eugene Koj

Date: 1/23/2023

Applicant's/Owner's Name (Printed): _____



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).

2. The application of the requirements of this resolution to this particular property would create an unusual hardship.

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.

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.

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

Applicants Eugene S Kim & Sonya K. Kim

Date January 23, 2023

Cover letter

January 24, 2023

**Ms. Randi Doveton
Planning and Development Director
Hall County Government
2875 Brown's Bridge Road/ 3rd Floor**

Dear Ms. Doveton,

At your request, we are pleased to provide you with the documents. If you have any questions, please let us know, we will be happy to answer them for you.

Respectfully submitted,

Gene Kim

Construction committee

*****Attachments*****

- 1. Variance Application**
- 2. Narrative explaining why we believe the variance is needed and justifiable.**
- 3. Elevation Details**
- 4. Deed of Property**
- 5. Site Plan**
- 6. A photocopy of the Land Disturbance Permit (LDP)**
- 7. Septic Tank Permit**
- 8. Plat of Property**
- 9. Landscape Plan**
- 10. Detail info on the roof panels**

Narrative explaining why we believe the variance is needed and justifiable.

The site in question is located, by our measurements, 514.5 feet away from the median of Friendship Road. In addition, there is a 47-foot-high mound on the curbside of Friendship Road along with two buildings in front of the proposed construction site. Most importantly, the topography at the site slopes sharply downwards and is in a densely wooded and secluded area, so our building would never be seen from any direction unless driving from over 350 feet from Friendship Road.

Furthermore, our church does not have much financial flexibility, thus we need to receive financing from a loan institution. We will have to endeavor to repay this loan without burdening us too much with considerable mortgage payments until our church grows a more sizeable congregation.

Under these circumstances, a metal building was our only option due to its cost, which is comparatively less expensive compared to other options available in the current construction market. Also, a metal building offers more maintenance-free operation, greater fire-resistance, lower property insurance premiums, greater durability, in addition to more options for the future with respect to building extensions and other additions.

We are planning other structures to be completed soon which will comprise an Asian-American Community Center. This center will then be able to hold community events such as conferences, activities, and public forums, to name a few. These will surely benefit and be an asset to our local community, provided Hall County allows us to build these metal buildings.

Finally, we believe that the goals of the Hall County Planning and Development Board and our church are aligned with respect to public interest. We both aim to provide areas for people to come together to strengthen the bonds of our community.

Bethel Faith Baptist Church**(Korean American Mission)****3390 South Puckett Road****Buford, Ga 30519****asmylord@gmail.com**

January 9, 2023

Mr. David L. Webb, AICP
Principal Planner of Hall County, Georgia
2875 Brownsville Bridge Road
Gainesville, GA 30504

RE: Request to revisit the 300ft exception Rule on GCOD
Via Certified Mail/Return Receipt Requested

Dear Mr. Webb,

My name is Gene Kim, and I am a core member of the Bethel Faith Baptist Church Construction Committee. Previously, we consulted with Ms. Michelle and yourself about three months ago regarding the GCOD rule. Despite not giving us a firm commitment on being able to provide the 300 ft. exception rule for our request, you impressed upon us and caused us to fully believe that we were the best candidate in applying the exception rule so that we could build our discussed metal building on the site.

Consequently, and since having a metal building was our only option, we contacted the ARCO metal building company to place an order for the building materials, having to paying a huge down payment because metal building costs were soaring at that time. At the time, we were not made aware by anyone that we would have to consider something like a variance application into the planning.

At our second meeting with you held on December 14, 2022, Ms. Randy advised us to provide her with some supporting documents. Accordingly, we provided them on January 15, 2022, but afterwards we received no response from your office. Thus, Rev. Seo went to your office on Tuesday, January 3, 2023.

To our surprise, the staff started looking for the documents, indicating to us that your office had not yet seen them. Furthermore, without any review nor consideration of the documents' contents, a staff member told us that we needed to file a variance application. It would have been more reasonable to ask us to wait for a week if your office had not gotten a chance to look at them. However, we were left with the impression that your office took our request lightly, or worse, simply ignored our petition because we are a minority group and would be easy to dismiss.

We hope that the latter is not the case and are now giving you another chance to revisit this issue by respectfully requesting that you carefully review the documents we have previously provided. We still believe that, based on our discussion, we are the best candidates to receive a 300 ft. exception rule with regards to our situation. Please allow us to use the metal building materials that were ordered after our initial consult.

The site in question is located, by our measurements, 514.5 ft. away from the median of Friendship Road. In addition, there is a 47 ft. high mound on the curbside of Friendship Road along with two buildings in front of the proposed construction site. Most importantly, the topography at the site slopes sharply downwards and is in a densely wooded and secluded area, so our building would never be seen from any direction unless driving from over 350 feet from Friendship Road.

At this moment, filing the variance application is not an option for us as that will cause us to have to wait for an extended period of time and thus incur a huge extra penalty from the architect and the metal building company. We are thus requesting your thoughtful consideration; however, if this situation cannot be resolved in a satisfactory manner, we will be forced to contact the Georgia Korean-American Association, our affiliated churches in Gwinnett and Hall County, the Atlanta Journal-Constitution, The Times in Gainesville, Congressmen Andrew S. Clyde and Lucy McBath, U.S. Senator Rafael Warnock, and GA Governor Bryan Kemp.

Again, if there were no 300 ft. exception rule or if we were not one of the best candidates for applying the rule, we would not have asked you to reconsider our petition.

If your office needs more information, please contact us and we will be happy to provide you with all pertinent information.

Respectfully yours,



Gene Kim

N.B.: The following parties will be consulted if a satisfactory resolution cannot be attained:

- cc. GA Korean-American Assoc.
- cc. 70+ Korean-American churches in the Atlanta Area
- cc. Atlanta Journal-Constitution
- cc. The Times in Gainesville
- cc. Hon. Governor Bryan Kemp
- cc. Hon. U.S. Congresswoman Lucy McBath
- cc. Hon. U.S. Congressman Andrew S. Clyde
- cc. Hon. U.S. Senator Rafael Warnock
- cc. Sarah A. Kim, Attorney at Law



PROJECT:	3331 FRIENDSHIP RD.
SHEET:	GMD 1419
HALL COUNTY	
DATE:	01-08-22
DRAWN BY:	GPH
SCALE:	1" = 40'
REV:	
DATE:	
DESCRIPTION:	

REV:		DESCRIPTION:	
DATE:			
DRAWING NO.:	21122-FRIENDSHIP RD.		

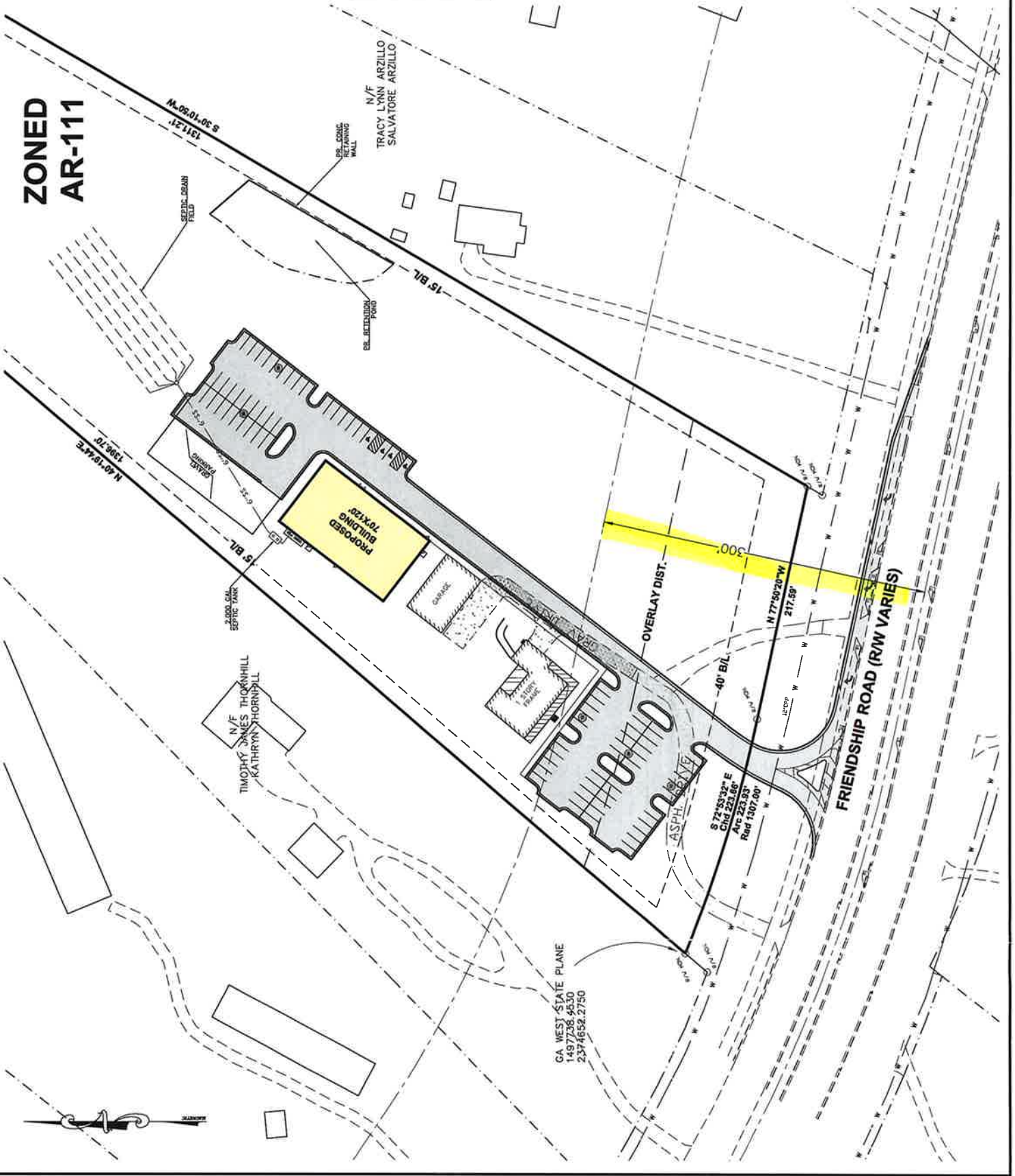


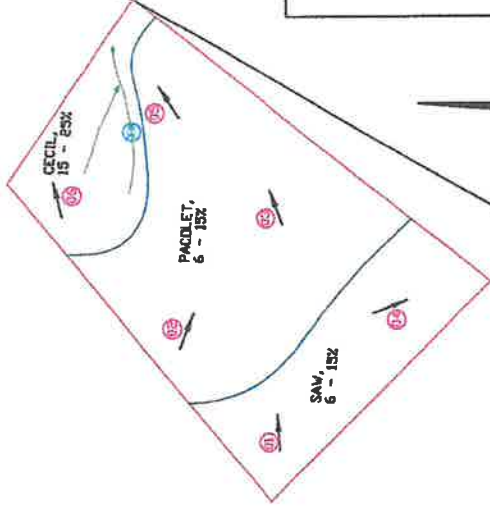
11 E. BROAD ST.
NEWNAN, GA. 30283
PH: (770)-773-9576
george@paramountengineering.com
Paramount
ENGINEERING, LLC



CAUTION
THE UTILITIES ARE THE CONTRACTOR'S RESPONSIBILITY. THESE MAY BE OTHER UTILITIES NOT SHOWN ON THIS PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, DEPTH AND TYPE OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

SITE DATA:
 - PROPERTY ADDRESS: 3331 FRIENDSHIP RD.
 - TOTAL SITE AREA: 8.12 AC.
 - EXISTING ZONING: AR-111
 - PROPOSED BUILDING: 8,400 SF CHURCH
 - BUILDING SETBACKS: FRONT: 40'
 SIDE: 15'
 REAR: 25'
 - SEWER WILL BE PROVIDED BY SEPTIC SYSTEM.
 - PARKING: REQUIRED: 86 SPACES (1 SPACE PER 3 SEATS (264))
 DESIGNED: 86 SPACES





SOIL MAP LEGEND

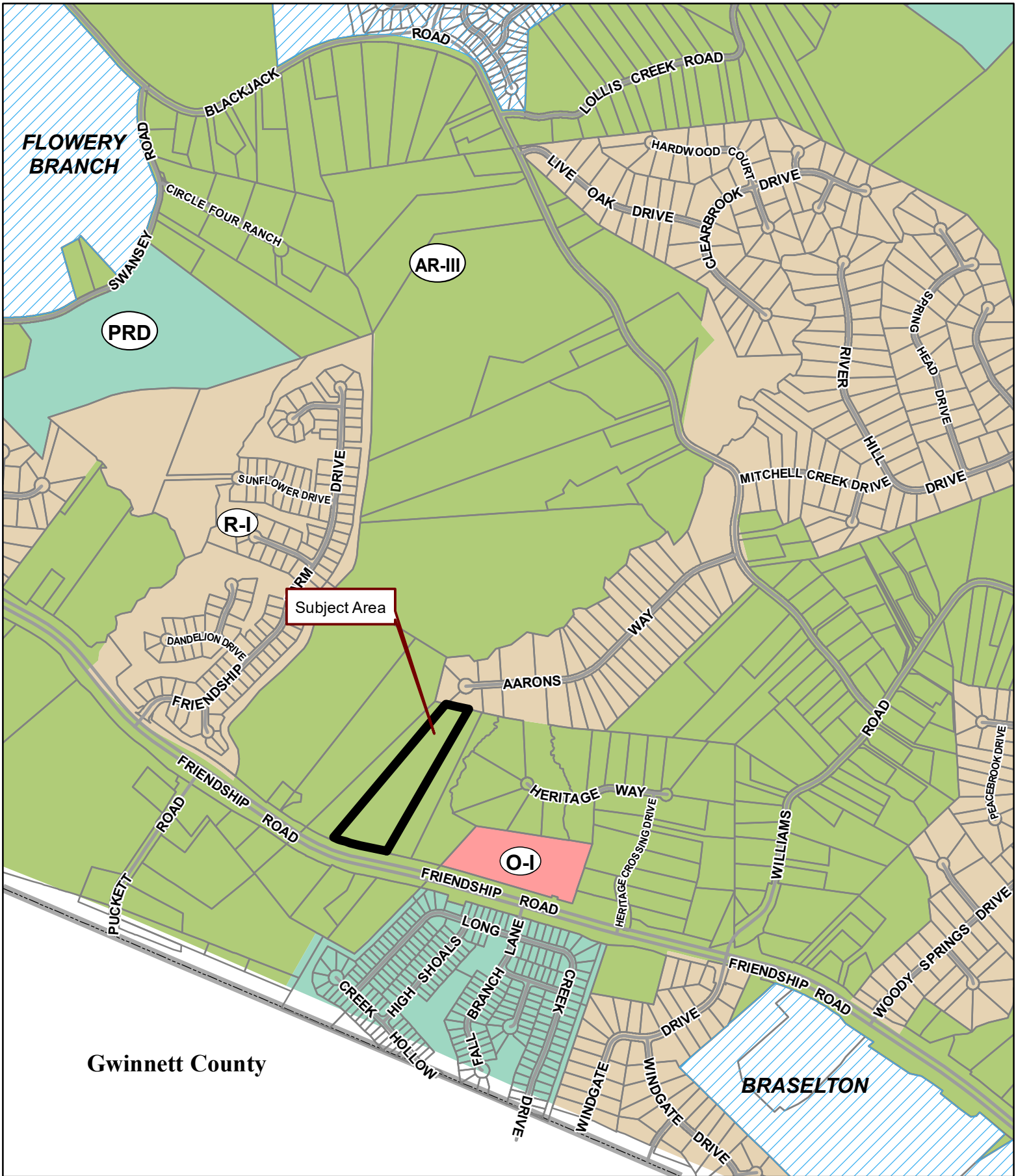
- Direction of Slope
- Soil Auger Hole
- Reference Point Location
- Soil Boundary
- Ephemeral Drain
- Limits Of Soil Evaluation



SHAWN MICHAEL MAY
DNR CERTIFIED SOIL CLASSIFIER
STATE OF GEORGIA
CERTIFICATION NUMBER 2013
VALID IN FIELD ONLY

Stamp of Soil Scientist
OCTOBER 15, 2021

FRIENDSHIP ROAD



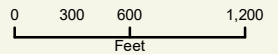
Applicant: EUGENE KIM

Tax Parcel #: 15048 000004B

Location: 3331 FRIENDSHIP ROAD, BUFORD, GA 30519

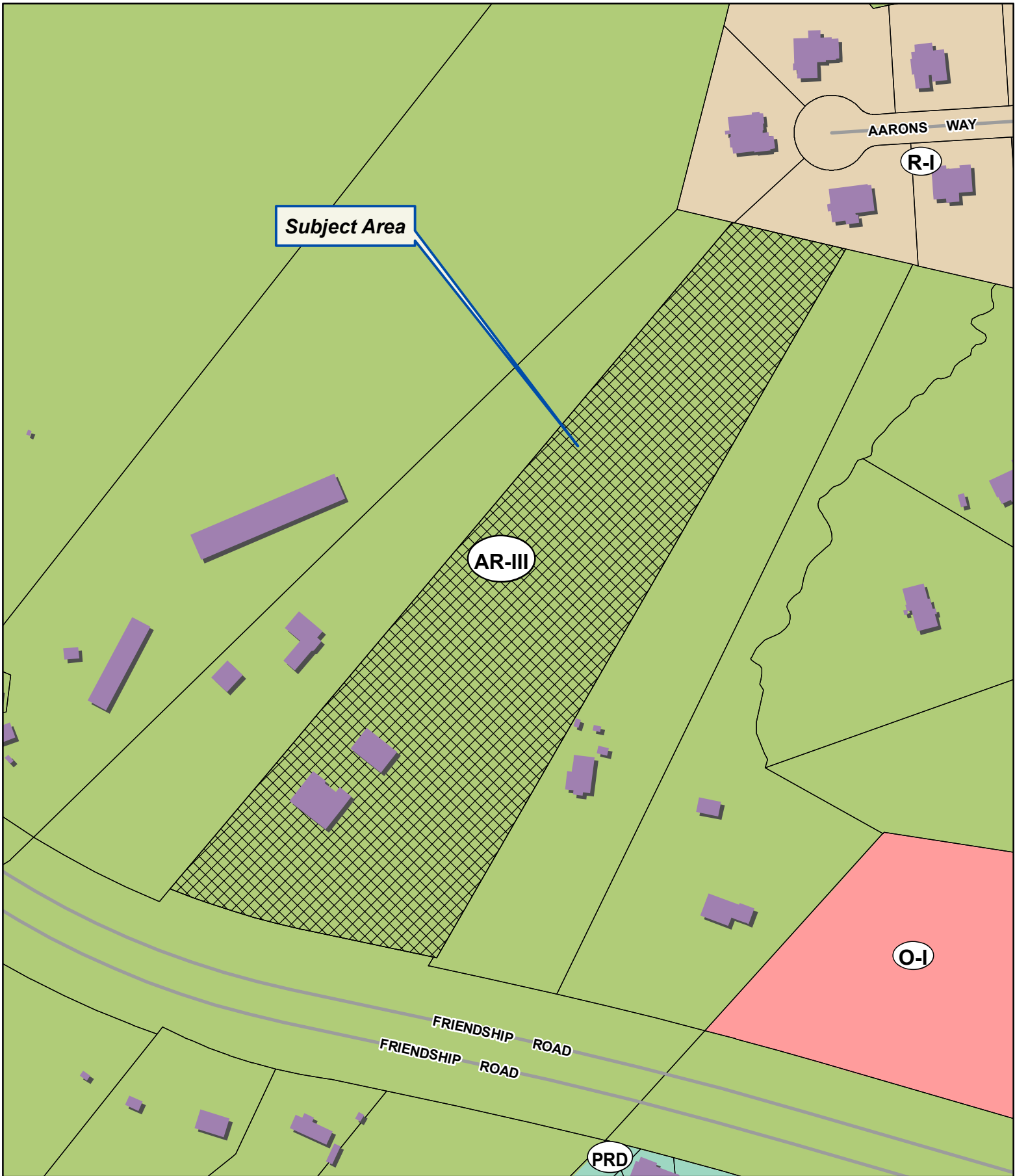
Commission District 1

PC Mtg. Date: 03/20/2023



- Zoning Boundary
- City Limits
- Subject Area
- Structure





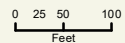
Applicant: EUGENE KIM

Tax Parcel #: 15048 000004B

Location: 3331 FRIENDSHIP ROAD, BUFORD, GA 30519

Commission District 1

PC Mtg. Date: 03/20/2023



- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- Structure





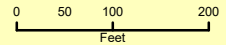
Applicant: EUGENE KIM

Tax Parcel #: 15048 000004B

Location: 3331 FRIENDSHIP ROAD, BUFORD, GA 30519

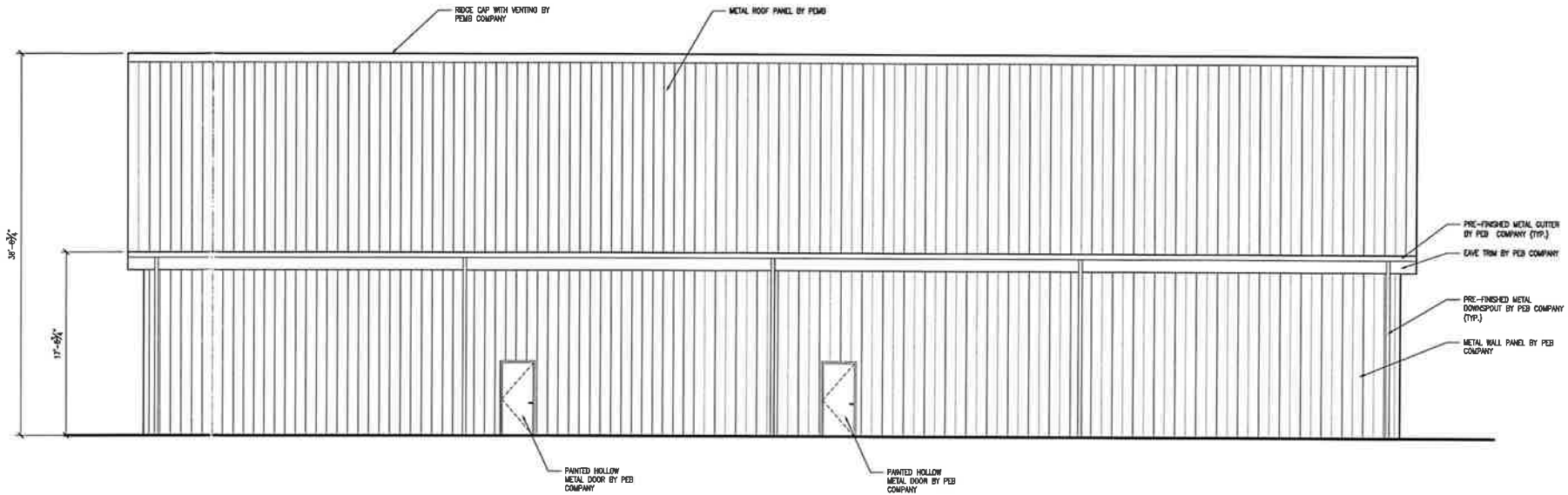
Commission District 1

PC Mtg. Date: 03/20/2023

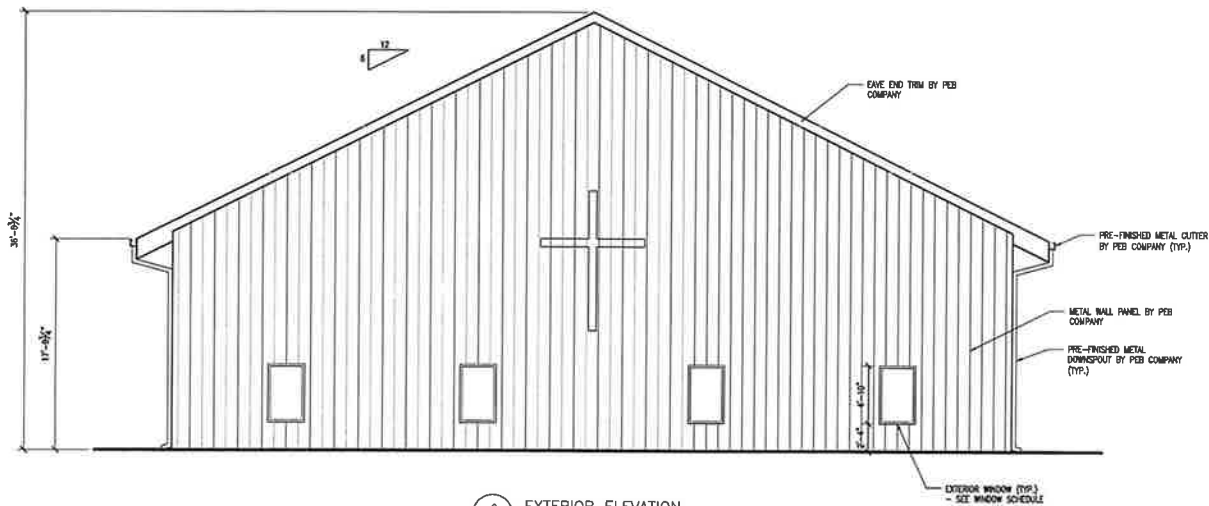


- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area





1 EXTERIOR ELEVATION
A4.1 SCALE: 3/16"=1'-0"



2 EXTERIOR ELEVATION
A4.1 SCALE: 3/16"=1'-0"

SL ARCHITECT

1221 Lenox Rd., Suite 702, Gresham, GA 30429
Tel: 404 726-0488
This drawing is the property of SL Architect, LLC and is not to be reproduced or copied without its express written consent. It is to be used only for the project and site specified herein, and is not to be used for any other project or any other project. This drawing is to be returned to SL Architect, LLC upon request.

SEAL

BETHEL FAITH BAPTIST CHURCH
3331 FRIENDSHIP ROAD
BUJFORD, GEORGIA 30519

PRINTING / REVISIONS

REVISION	DATE	REMARK

KEY PLAN

DATE: 12 / 23 / 2022
DRAWN: STAFF
CHECKED: S.W.L.
JOB NO.: 22-04

TITLE
EXTERIOR ELEVATIONS

SHEET NUMBER
A4.1

The scale as stated, is valid only on original drawing.

RELEASED FOR CONSTRUCTION

SL ARCHITECT

1225 Sawtooth Blvd., Suite 100, Suwanee, GA 30024
 Tel: 404-278-0488
 The drawing is the property of SL Architect, LLC and is not to be reproduced or copied in whole or in part, or to be used in any way for the project and/or the specified location, and it is to be returned to SL Architect, LLC upon request.

SEAL

BETHEL FAITH BAPTIST CHURCH

3331 FRIENDSHIP ROAD
 BUFORD, GEORGIA 30519

PRINTING / REVISIONS

REVISION	DATE	REMARK

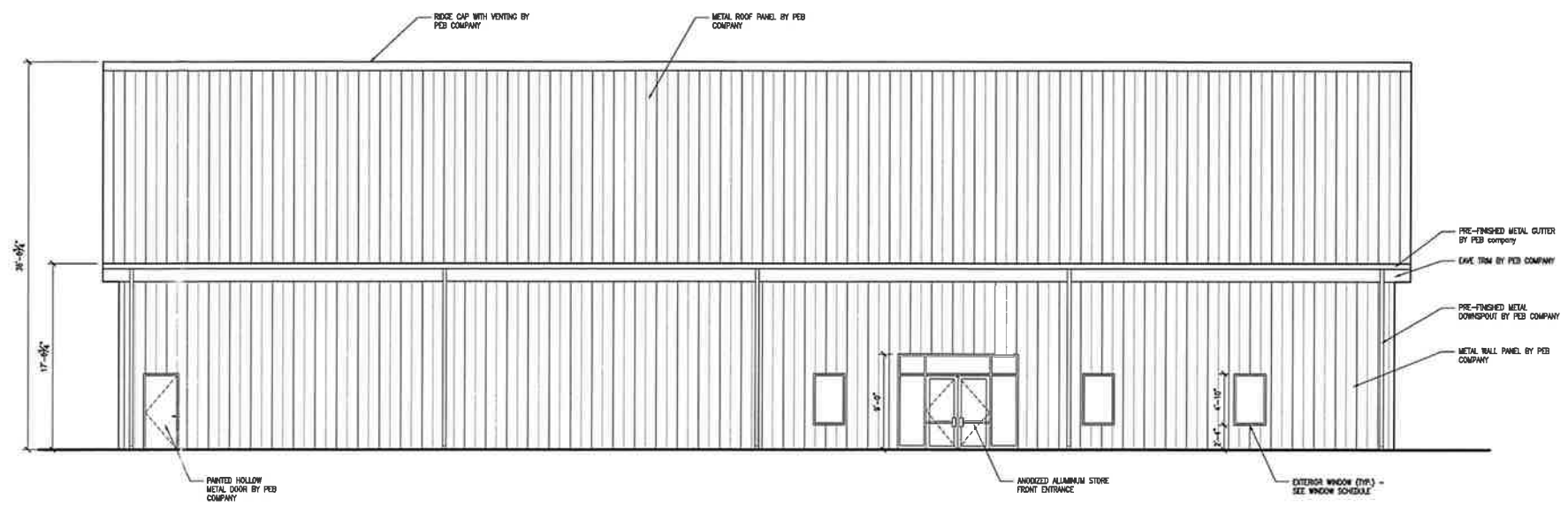
KEY PLAN

DATE: 12 / 23 / 2022
 DRAWN: STAFF
 CHECKED: S.W.L.
 JOB NO.: 22-04

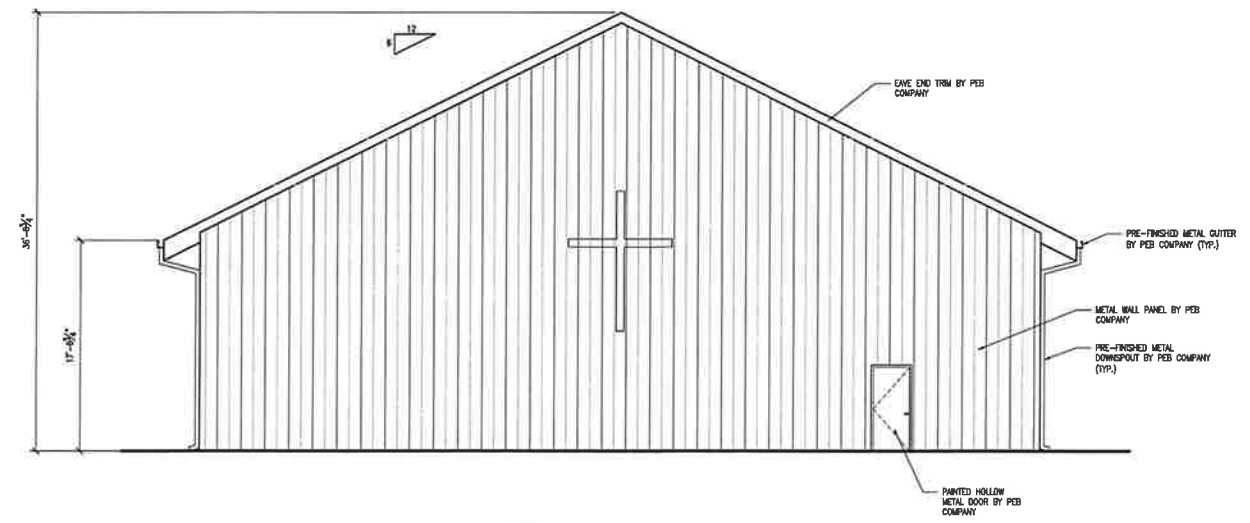
TITLE
EXTERIOR ELEVATIONS

SHEET NUMBER
A4.0

RELEASED FOR CONSTRUCTION



1 EXTERIOR ELEVATION
 SCALE: 3/16"=1'-0"



2 EXTERIOR ELEVATION
 SCALE: 3/16"=1'-0"

The scale as stated, is valid only on original drawing.

FILE

Record and Return to:
McCalla Raymer Leibert Pierce, LLC
3175 Satellite Boulevard, Bldg. 600, Suite 150
Duluth, GA 30096
File #D21763 / Parcel #15048 000004B
3331 Friendship Road, Buford, GA 30519

FILED & RECORDED 05/25/2021 9:45 AM
DEED BOOK 8830 PAGES 793 - 794
FILING FEES: \$25.00
PT61: 069-2021-004974 TRANSFER TAX: \$560.00
RECORDED BY: MT
CLERK: Charles Baker, C.S.C Hall County, GA

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF GWINNETT

THIS INDENTURE, made this 20th day of May, 2021, between **Wang Soo Lee and Jennifer Kyungeun Choe**, as party or parties of the first part, hereinafter called Grantor, and **Eugene S. Kim**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor, for and in consideration of the sum of TEN AND 00/100's DOLLARS (\$10.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" WHICH IS INCORPORATED HEREIN BY REFERENCE

Subject to all easements and restrictions of record.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee, forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described Property unto the said Grantee against the lawful claims and demands of all persons claiming by, through or under the above named Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal this day and year first above written.

Signed, sealed and delivered this 20th day of May, 2021 in the presence of:

[Signature]
Witness

[Signature]
Notary Public

[Signature]
Wang Soo Lee

[Signature]
Jennifer Kyungeun Choe

My commission expires: 10/9/2023

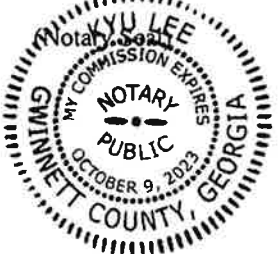


Exhibit "A"

Legal Description

PARCEL ONE:

All that tract or parcel of land lying and being in GMD 1419, Hall County, Georgia, being Tract #2, 5.236 acres, according to a Plat of Survey for Enoch A. Hayes Estate recorded in Plat Book 58, Page 214, Less and Except: 0.685 acres conveyed to the Georgia Department of Transportation by Kang Ok Kim and Won IC. Lee recorded at Deed Book 6731, Page 121, Hall County, Georgia records, which plat is incorporated herein and made a part hereof

Less and Except:

All that tract or parcel of land lying and being in Land Lot 183 of the 8th Land District and/or 1419 Georgia Militia District of Hall County, Georgia, being more particularly described as follows:

Beginning at a point 14.76 feet left of and opposite station 252+87.89 on the construction centerline of Sr 347 Friendship Road on Georgia Highway Project No. STP-2984(1), running thence N 40°18'07.6" E a distance of 89.32 feet to a point 100.00 feet left of and opposite station 253+15.72 on said construction centerline laid out for Friendship Rd; thence N 40°18'07.6" E a distance of 26.31 feet to a point 125.00 feet left of and opposite station 253+24.61 on said construction centerline laid out for Friendship Rd; thence southeasterly 223.934 feet along the arc of a curve (said curve having a radius of 1307.000 feet and a chord distance of 223.660 feet on a bearing of S 72°55'09.1" E to the point 125.00 feet left of and opposite station 255+69.96 on said construction centerline laid out for Friendship Rd; thence S 34°51'48.5" W a distance of 155.11 feet to a point 19.34 feet right of and opposite station 255+10.90 on said construction centerline laid out for Friendship Rd; thence northwesterly 211.726 feet along the arc of a curve (said curve having a radius of 730.593 feet and a chord distance of 210.986 feet on a bearing of N 62°53'09.3" W to the point 11.60 feet left of and opposite station 253+02.56 on said construction centerline laid out for Friendship Rd, thence N 54°34'40.6" W a distance of 14.87 feet back to the Point of Beginning. Containing 0.685 acres more or less.

Also, granted is the right to an easement for the construction of a driveway as shown colored pink on the attached plat. Said easement expires upon completion and final acceptance of said project

PARCEL TWO:

All that tract or parcel of land lying and being in G.M.D. 1419, Hall County, Georgia, being Tract 3, of the Estate of Enoch A. Hayes Subdivision, per plat thereof recorded in Plat Book 58, Page 214, Hall County, Georgia records, which recorded plates incorporated herein by reference and made a part of this description.

Less and Except

All that tract or parcel of land lying and being in the 1419th Georgia Militia District of Hall County, Georgia, being more particularly described as follows:

Beginning at a point 125 feet left of and opposite station 255+69.95 on the construction centerline of Friendship Road on Georgia Highway Project No. STP-2984(1); running thence S 77°51'56.7" E a distance of 217.59 feet to a point 125.00 feet left of and opposite station 257+87.63 on said construction centerline laid out for Friendship Rd; thence S 30°21'43.9" W a distance of 146.44 feet to a point 14.09 feet right of and opposite station 257+41.83 on said construction centerline laid out for Friendship Rd; thence N 82°08'17.3" W a distance of 92.59 feet to a point 20.99 feet right of and opposite station 256+49.49 on said construction centerline laid out for Friendship Rd; thence northwesterly 139.630 feet along the arc of a curve (said curve having a radius of 730.593 feet and a chord distance of 139.417 feet on a bearing of N 76°39'47.5" W) to the point 19.34 feet right of and opposite station 255+10.90 on said construction centerline laid out for Friendship Rd; thence N 34°51'48.5" E a distance of 155.11 feet back to the Point of Beginning. Containing 0.746 acres more or less.

Being the same property as conveyed in that certain Quitclaim Deed from Wang Soo Lee to Wang Soo Lee and Jennifer Kyungeun Choe, dated February 22, 2017, recorded March 2, 2017 in Deed Book 7859, Page 44, Hall County, Georgia, records.

Anael Dominguez (Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, February 23, 2023 5:00 PM
To: Anael Dominguez (Planning); Randi Doveton (Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda 3.20.23

Please see Environmental Health comments below:

Item 1, 2541 Cove Road, Rockett: Any proposed additions must meet all residential permitting requirements. All proposed structures must meet required setbacks to existing septic system. Further determination will be made at time of application. A floor plan showing number of bedrooms for all existing structures must be provided for review.

Item 2, 5575 Bogus Road, McIntyre: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. The Surveyor was notified of requirements on 1.31.23.

Item 3, 3331 Friendship Road, Kim: Must meet all Environmental Health commercial septic system permitting requirements. Comments were to the applicant on February 15, 2023.

Item 4, 5407 Lowman Road, Self: All proposed structures must meet required setbacks to existing septic system. An existing system evaluation will be required to verify setbacks and area available for full future repair of septic system. Replacement of existing septic system will require Level 3 soil evaluation and area available to relocate system and have full, feasible future repair of septic system.

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: Peevy, Jonathan <jpeevy@dot.ga.gov>
Sent: Thursday, February 23, 2023 11:51 AM
To: Anael Dominguez (Planning)
Cc: Niebauer, Parker J
Subject: RE: Tentative Planning Agenda for March 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.

Of these, only 3331 Friendship Rd will need GDOT coordination.

Thanks,

Jonathan Peevy, P.E.

Assistant District Traffic Engineer



District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8276 office

From: Anael Dominguez (Planning) <adominguez@hallcounty.org>
Sent: Thursday, February 23, 2023 11:47 AM
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 March 20, 2023

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, March 20th, 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, March 2nd**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – March 6, 2023

NEW BUSINESS

1. [2541 Cove Road | Variance | front yard setback variances from 30 feet to 21 feet on Cove Road and 30 feet to 6 feet on Wahoo Place on a 0.61± acre tract located on the west side of Cove Road at its intersection with Wahoo Place | Zoned R-I; Tax Parcel 10126 000040 | Proposed use: residential addition | * Commission District 3 | Danny Rockett, applicant.](#)
2. [5575 Bogus Road | Variance | road frontage variances from 150 feet to 52 feet and 150 feet to 58 feet on a 4.75± acre tract located on the east side of Bogus Road approximately 341 feet from its intersection with Wellspring Trail | Zoned AR-IV; Tax Parcel 12051 000001 \(pt.\) | Proposed use: 2-lot subdivision | * Commission District 3 | Carolyn McIntyre, applicant.](#)
3. [3331 Friendship Road | Variance | from Gateway Corridor Overlay District architectural requirements on a 9.13± acre tract located on the north side of Friendship Road approximately 1,190 feet from its intersection with Fall Branch Lane | Zoned AR-III and Gateway Corridor Overlay District; Tax Parcel 15048 000004B | Proposed use: church | ** Commission District 1 | Eugene Kim, applicant.](#)
4. [5407 Lowman Road | Use Subject to County Commission Approval | relocation of a site-built dwelling unit on a 1.02± acre tract located on the west side of Lowman Road at its intersection with Hubert Stephens Road | Zoned AR-III; Tax Parcel 11082 000079 | Proposed use: single-family residence | ** Commission District 3 | Dalton Self, 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 **Tuesday, April 25, 2023** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Tuesday, April 25, 2023. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Government
2875 Browns Bridge Road, Gainesville, GA 30504
www.hallcounty.org | 770-531-6810



Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.



Hall County Government

PUBLIC WORKS AND UTILITIES
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: March 1, 2023
Subject: March 20, 2023 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the March 20, 2023 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **2541 Cove Road | Variance** | front yard setback variances from 30 feet to 21 feet on Cove Road and 30 feet to 6 feet on Wahoo Place on a 0.61± acre tract located on the west side of Cove Road at its intersection with Wahoo Place | Zoned R-I; Tax Parcel 10126 000040 | **Proposed use: residential addition** | * Commission District 3 | **Danny Rockett, applicant.**
 - a) **Engineering:** No Comment
 - b) **Traffic:** No Comment
 - c) **Utilities:** No Comment

2. **5575 Bogus Road | Variance** | road frontage variances from 150 feet to 52 feet and 150 feet to 58 feet on a 4.75± acre tract located on the east side of Bogus Road approximately 341 feet from its intersection with Wellspring Trail | Zoned AR-IV; Tax Parcel 12051 000001 (pt.) | **Proposed use: 2-lot subdivision** | * Commission District 3 | **Carolyn McIntyre, 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 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

3. **3331 Friendship Road | Variance** | from Gateway Corridor Overlay District architectural requirements on a 9.13± acre tract located on the north side of Friendship Road approximately 1,190 feet from its intersection with Fall Branch Lane | Zoned AR-III and Gateway Corridor Overlay District; Tax Parcel 15048 000004B | **Proposed use: church** | ** Commission District 1 | **Eugene Kim, 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:** GADOT permit required.
- c) **Utilities:** No utilities available

4. **5407 Lowman Road | Use Subject to County Commission Approval** | relocation of a site-built dwelling unit on a 1.02± acre tract located on the west side of Lowman Road at its intersection with Hubert Stephens Road | Zoned AR-III; Tax Parcel 11082 000079 | **Proposed use: single-family residence** | ** Commission District 3 | **Dalton Self, applicant.**

- a) **Engineering:** No comment
- b) **Traffic:** No Comment
- c) **Utilities:** No Comment

Anael Dominguez (Planning)

From: John Hornick (Fire Services)
Sent: Thursday, March 2, 2023 1:52 PM
To: Randi Doveton (Planning)
Cc: Anael Dominguez (Planning)
Subject: Fire Comments

Tentative Agenda and Maps for the **Monday, March 20th, 2023** Hall County Planning Commission Meeting.

1. [3331 Friendship Road | Variance | from Gateway Corridor Overlay District architectural requirements on a 9.13± acre tract located on the north side of Friendship Road approximately 1,190 feet from its intersection with Fall Branch Lane | Zoned AR-III and Gateway Corridor Overlay District; Tax Parcel 15048 000004B | Proposed use: church | ** Commission District 1 | Eugene Kim, applicant.](#)
The Hall County Fire Marshal's Office has completed a site development review with comments see below.

2/14/23 HDEV23-0007 Reviewed site development plans for a proposed 8400 SF Assembly used for worship. The property has an existing single family dwelling with detached garage that will remain on the property. Fire apparatus access meets IFC standards, the utility page shows the new assembly will have a fire suppression system installed, during the review the following comments below regarding the fire protection system will have to be revised with plans to be resubmitted for review and approval.

- 1) Add fire hydrant off water supply leading into fire service vault, see arrow inside cloud for location.
- 2) NFPA 24 State Modifications to Chap.13 Section 13.1.2 reads, no pipe smaller than 8 inches in diameter shall be used to supply one hydrant and automatic extinguishing systems. Revise all 6 inch pipe size to 8 inch and include pipe material type.

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



ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: *Eugene Kim*

REQUEST: *Variance from Architectural Requirements for a church*

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	COUNTY COMMISSION
Date: <i>March 20, 2023</i>	Date: <i>April 23, 2023</i>
Time: <i>5:15 PM</i>	Time: <i>6:00 PM</i>

HALL COUNTY GOVERNMENT CENTER, 145 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Mar 3, 2023 12:39:10
3307 Friendship Road
Buford
Hall County
Georgia



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 193/2023

SUBJECT: **5407 Lowman Road | Use Subject to County Commission Approval |** relocation of a site-built dwelling unit on a 1.02± acre tract located on the west side of Lowman Road at its intersection with Hubert Stephens Road | Zoned AR-III; Tax Parcel 11082 000079 | **Proposed use: single-family residence | Commission District 3 | Dalton Self, applicant.**

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: RD

Recommendation:

Approval, with conditions:

1. At time of building permit application, the site layout should be consistent with the site plan and narrative submitted with this request. Minor changes may be made to accommodate on the ground conditions, but the final home location shall meet all setback requirements of the Agricultural Residential III (AR-III, [17.110](#)) district.
2. The relocated structure shall be inspected by Hall County Building Inspections to ensure the structure meets building code requirements.
3. Driveway permits shall be obtained from Hall County Engineering as part of the development process.

Purpose of Request:

5407 Lowman Road | Use Subject to County Commission Approval | relocation of a site-built dwelling unit on a 1.02± acre tract located on the west side of Lowman Road at its intersection with Hubert Stephens Road | Zoned AR-III; Tax Parcel 11082 000079 | **Proposed use: single-family residence | Commission District 3 | Dalton Self, 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
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
- Notice Sign Photo



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: April 10, 2023

Subject: **5407 Lowman Road | Use Subject to County Commission Approval | relocation of a site-built dwelling unit | Proposed use: single-family residence | Dalton Self, applicant.**

The request before you is the request of Dalton Self for a Use Subject to County Commission Approval for relocation of a site-built dwelling unit for a single-family residence. This item is located within Commission District 3.

At their March 20, 2023 meeting, the Hall County Planning Commission voted to recommend approval with three (3) 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. At time of building permit application, the site layout should be consistent with the site plan and narrative submitted with this request. Minor changes may be made to accommodate on the ground conditions, but the final home location shall meet all setback requirements of the Agricultural Residential III (AR-III, 17.110) district.
2. The relocated structure shall be inspected by Hall County Building Inspections to ensure the structure meets building code requirements.
3. Driveway permits shall be obtained from Hall County Engineering as part of the development process.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Dalton Self

Request Conditional Use Subject to County Commission Approval to allow the relocation of a site-built dwelling unit

Proposed Use single-family residence

Size 1.02± acres

Zoning Agricultural Residential III (AR-III, [17.110](#))

Location **5407 Lowman Road** | Tax Parcel 11082 000079

Commission District Three

Planning Commission Date March 20, 2023

Staff Recommendation **Approval, as the proposed use is consistent with the rural residential future land use classification of the [Comprehensive Plan](#).**

Planning Commission Recommendation..... **Approval, with conditions**
Vote: 5-0

Planning Commission Conditions:

1. At time of building permit application, the site layout should be consistent with the site plan and narrative submitted with this request. Minor changes may be made to accommodate on the ground conditions, but the final home location shall meet all setback requirements of the Agricultural Residential III (AR-III, [17.110](#)) district.
2. The relocated structure shall be inspected by Hall County Building Inspections to ensure the structure meets building code requirements.
3. Driveway permits shall be obtained from Hall County Engineering as part of the development process.

Public Forum:

There were no comments in support or opposition.

Summary Analysis

The applicant is requesting approval to relocate a site-built home to the subject property. Per the requirements of [17.110.040](#), uses permitted subject to approval of the county commission, within the Agricultural Residential III (AR-III, [17.110](#)) zoning district, the relocation of a site-built residence more than 7 years old requires Board of Commissioner approval. The submitted narrative explains that the applicant intends to relocate a site built residence located at 281 Reynolds Road, Hiram, Georgia to the subject property.

A visual inspection was conducted by Hall County Building Inspections to verify conditions. Once relocated, an in person inspection will occur to verify the structure is compliant with Hall County regulations.

The applicant's site plan indicates that the home will be parallel to Lowman Road, 60 feet from the front property line. The home will sit 108 feet from Hubert Stephens Road, 120 feet from the rear property line, and 55 feet from the right side yard property line. A second driveway is shown on the site plan, which will require a second driveway permit from Hall County Engineering.

Zoning Analysis

Per Planning Commission and Hall County Commission consideration and decision ([17.380.060](#)), the Planning Commission shall study the need and justification for the change based on a determination of the facts applicable to the particular case, and the following general lines of inquiry shall be considered, to wit:

1. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; **The proposed use is consistent with the use, development and zoning of adjacent and nearby properties. Within the Agricultural Residential III (AR-III, [17.110](#)) district site-built dwelling units are a permitted use.**
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed use of a relocated single-family residence will not affect the existing use or usability of adjacent or nearby property. The use is consistent with other uses in the area.**
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; **Yes, the property has reasonable economic use as currently zoned, Agricultural Residential III (AR-III, [17.110](#)), the applicant could construct a site built residence on the property, but cannot relocate a structure to the site without board approval.**
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, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; **The development of a single-family residence will not cause an excessive or burdensome use of the existing streets, transportation facilities, etc. The lot is already established and recognized as a building lot. The purpose of this applicant is to determine if a site-build residence can be relocated to the property.**
5. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; **The proposed use is consistent with the [Comprehensive Plan's](#)**

future land use classification of Rural Residential. In this land use classification, the recommended density is 1 – 1.5 dwelling units per acre.

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. The applicant would not be able to relocate the residence to the site, if the request is denied.**
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; **[Tax parcel 111082 000079](#) previously was developed with a single-wide mobile home, which was removed sometime between 2018 and 2021, per aerial imagery.**
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; **The current request is a conditional use request and there are no proposed changes to the underlying zoning.**
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; **No, the request is not out of scale with the needs of the county as a whole.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **No, it is not possible to find another suitable site for the proposed use as the relocation of a site-built dwelling unit requires Board of Commissioners approval for all residential zoning district.**
15. Whether the need for rezoning could be handled instead by a variance request to the zoning board of adjustment; **No, the request could not be handled instead by a variance.**
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. If approved, the**

property will be subject to Hall County residential building requirements in relation to land disturbance and erosion control.

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.**

Development Support and Constraints / Departmental Comments

Hall County Environmental Health

In an email dated February 23, 2023, Emily McGahee states “All proposed structures must meet required setbacks to existing septic system. An existing system evaluation will be required to verify setbacks and area available for full future repair of septic system. Replacement of existing septic system will require Level 3 soil evaluation and area available to relocate system and have full, feasible future repair of septic system”

Hall County Fire Marshal

An email dated March 2, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated that the Hall County Fire Marshal’s Office has no comments as proposed.

Hall County Public Works and Utilities

In a memo dated March 1, 2023, from Srikanth Yamala, Director of Public Works and Utilities, provided the following comments:

Engineering:

No comment.

Traffic:

No comment.

Utilities

No comment.

Georgia Department of Transportation

In email dated February 14, 2023 from Jonathan Peevy, P.E., Assistant District Traffic Engineer, confirmed this project will not require GDOT coordination.

- **Excerpts from the minutes of the March 20, 2023 meeting**

Applicant’s Presentation:

Randi Doveton, Planning Director, presented a summary of the request.

Dalton Self, 6050 Bark Camp Road, Gainesville, presented the request. The applicant stated that the lot has septic, power, and a water meter.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Hunt questioned the year the unit was built. The applicant stated 1967.

Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Ms. Pilcher. Vote: 5-0

Conditions:

1. *At time of building permit application, the site layout should be consistent with the site plan and narrative submitted with this request. Minor changes may be made to accommodate on the ground conditions, but the final home location shall meet all setback requirements of the Agricultural Residential III (AR-III, [17.110](#)) district.*
2. *The relocated structure shall be inspected by Hall County Building Inspections to ensure the structure meets building code requirements.*
3. *Driveway permits shall be obtained from Hall County Engineering as part of the development process.*

PLANNING AND DEVELOPMENT DEPARTMENT
 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
 MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
 t: 770-531-6809 | f: 770-531-3902



CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Dalton Self
6050 Berk Camp rd. Murrayville GA,
30564

Phone 678-995-6190
 Email Address felixpup99@yahoo.com

Property Owner (Name & Mailing Address)

Dalton Self
6050 Berk Camp rd. Murrayville
GA, 30564

Phone 678-995-6190
 Email Address felixpup99@yahoo.com

- Proposed Use moving site-built home to lot from out of county

Contact Person (Name & Mailing Address)

Dalton Self 6050 Berk Camp rd
Murrayville GA, 30564

Phone 678-995-6190
 Email Address felixpup99@yahoo.com

Tax Parcel Number 11082 000079
 Location Address 5407 Lowman rd. Murrayville GA, 30564

Status of Applicant

- Owner
- Option to Purchase
- Area Resident
- Other

Requested Action -

Permissive Use:

HCPC HCC

Fee: \$ 300.00

Receipt # 859093

Check #: 1222

-Zoning: AR-III

Acreage 1.034

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

Sign [Signature]

Date: 1-25-23

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: 1/26/2023

Taken by: B. Garmon

Tentative Planning Commission Date: 3/20/2023

Tentative County Commission Date: 4/25/2023

County Commission District: 3

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503
t: 770-531-6809 | f: 770-531-3902



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

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

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

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

I have** _____ I have not

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


****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: 

Date: 1-26-23

Applicant's/Owner's Name (Printed): 

2407 Lowman Road Murraryville, Georgia 30144 is currently an empty 1.034 acre lot provided with a water meter, a septic tank, and power. The proposed usage of this address is to move an existing site built house - currently located at 281 Reynolds Road Hiram, Georgia 30141 - onto the lot.

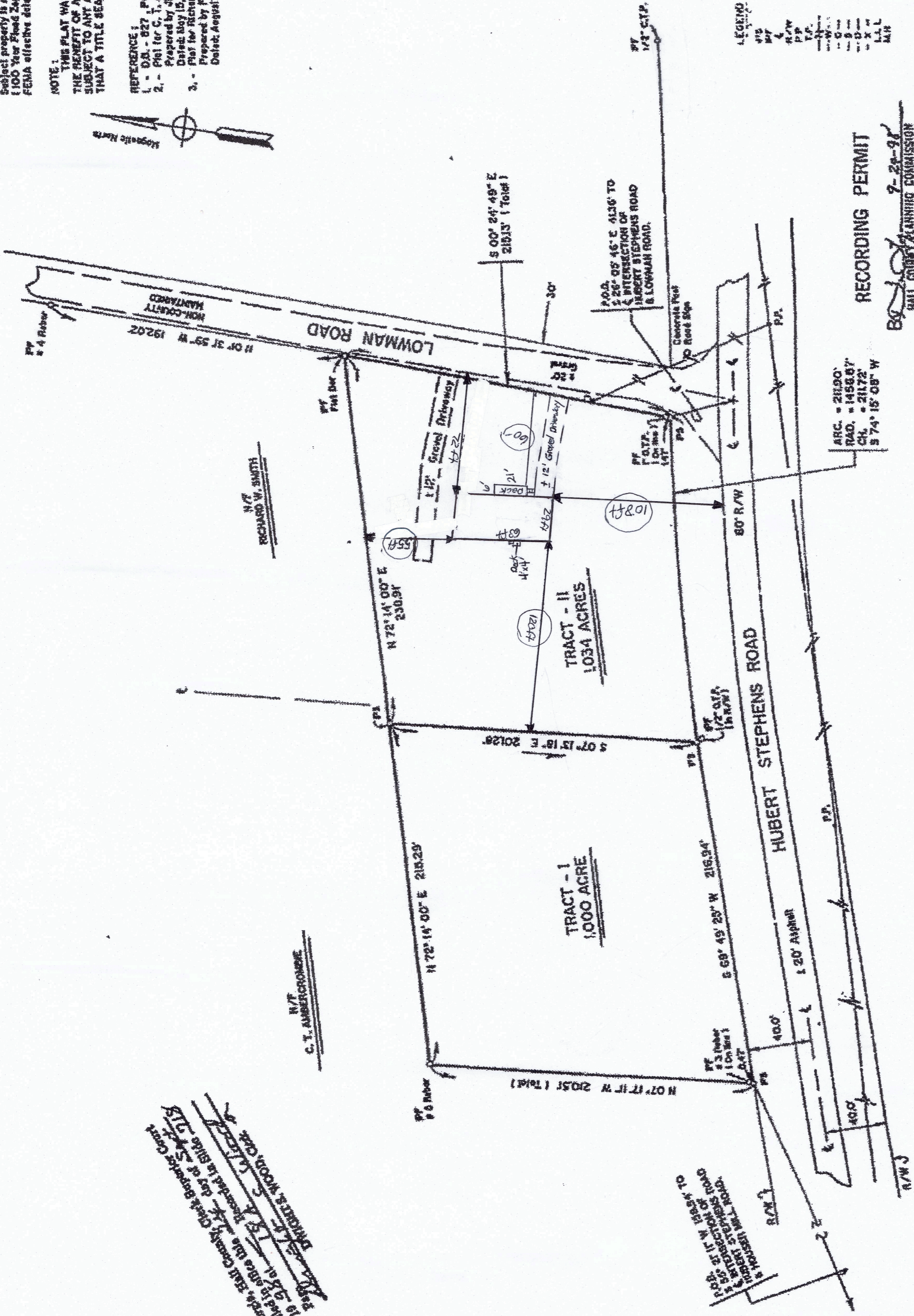
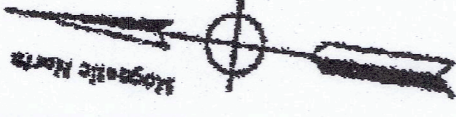
House has been inspected by Hall County Building Inspection to verify conditions. Department had no concerns.



TO WHOM IT MAY CONCERN:
 According to FEMA Flood Map no. 130466-00258,
 Hall County, Georgia,
 Subject property is not located in Zone -A,
 (100 Year Flood Zone-A)
 FEMA effective date November 2, 1983.

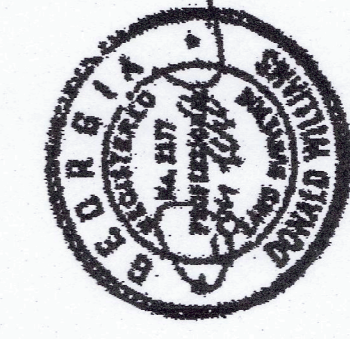
NOTE:
 THIS PLAT WAS PREPARED WITHOUT
 THE BENEFIT OF A TITLE SEARCH AND IS
 SUBJECT TO ANY AND ALL DISCLOSURES
 THAT A TITLE SEARCH MAY PRODUCE.

REFERENCE:
 1. - D.X. - 827, P.O.S. - 204 & 205
 2. - Plat for C. T. Ambercorone,
 Prepared by Jimmy D. Bullock & Associates,
 Dated: May 15, 1973.
 3. - Plat for Richard W. Smith,
 Prepared by Farley-Coffee Associates,
 Dated: August 12, 1975.



- LEGEND
- IRON PIN SET
 - IRON PIN FOUND
 - CENTER LINE
 - RIGHT OF WAY
 - POWER POLE
 - TELEPHONE POLE
 - WATER LINE
 - GAS LINE
 - SEWER LINE
 - STORM DRAIN LINE
 - FENCE LINE
 - LAND LOT LINE
 - MANHOLE

NOTE:
 The field data upon which this map or
 plat is based has a closure prediction of
 one foot in 10,000 feet and an
 angular error of 1/100,000' per angle
 point and was adjusted using the
 compass rule.
 Equipment used for measurement:
 Topcon (GTS - 30)
 Laser EDM (TOTAL STATION)
 This plat has been submitted for clearance
 and was found to be accurate
 within one foot in 125,856 feet.



RECORDING PERMIT
 HALL COUNTY PLANNING COMMISSION
 7-28-91

WATER SERVICE AVAILABLE
 CANNONVILLE PUBLIC UTILITIES DEPARTMENT
 DATE: 9-22-91
 BY: [Signature]

BOUNDARY SURVEY
 0' 100' 200'
 GRAPHIC SCALE: 1" = 50'
 DATE: SEPTEMBER 14, 1991 P.L.E. NO. 1 98103

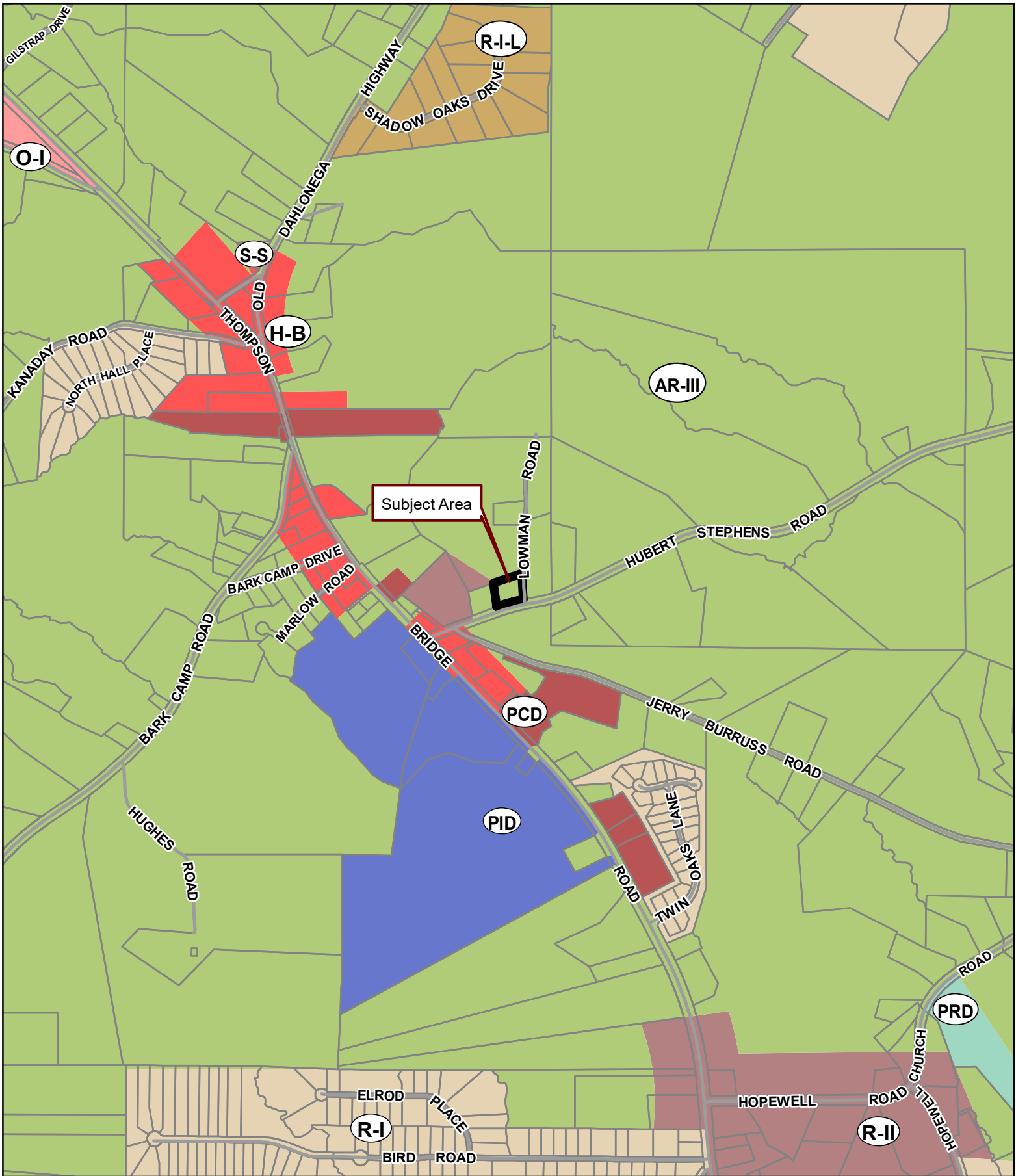
FOR
JOE L. WEST
 HALL COUNTY, GEORGIA
 HRA DISTRICT
 L.L. - 82

DON WILLIAMS & ASSOCIATES
 LAND SURVEYORS, INC.
 433 MUNDYSMILL ROAD, SUITE 101
 DAKWOOD, GEORGIA 30546
 (770) 536-0316

Good, Hall County, Georgia Clerk
 tried to order this plat but it did not
 appear in the book of records.
 [Signature]

N/T
 C. T. AMBERCORONE

N/T
 RICHARD W. SMITH



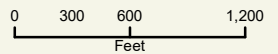
Applicant: DALTON SELF





Tax Parcel #: 11082 000079

Location: 5407 LOWMAN ROAD, MURRAYVILLE, GA 30564

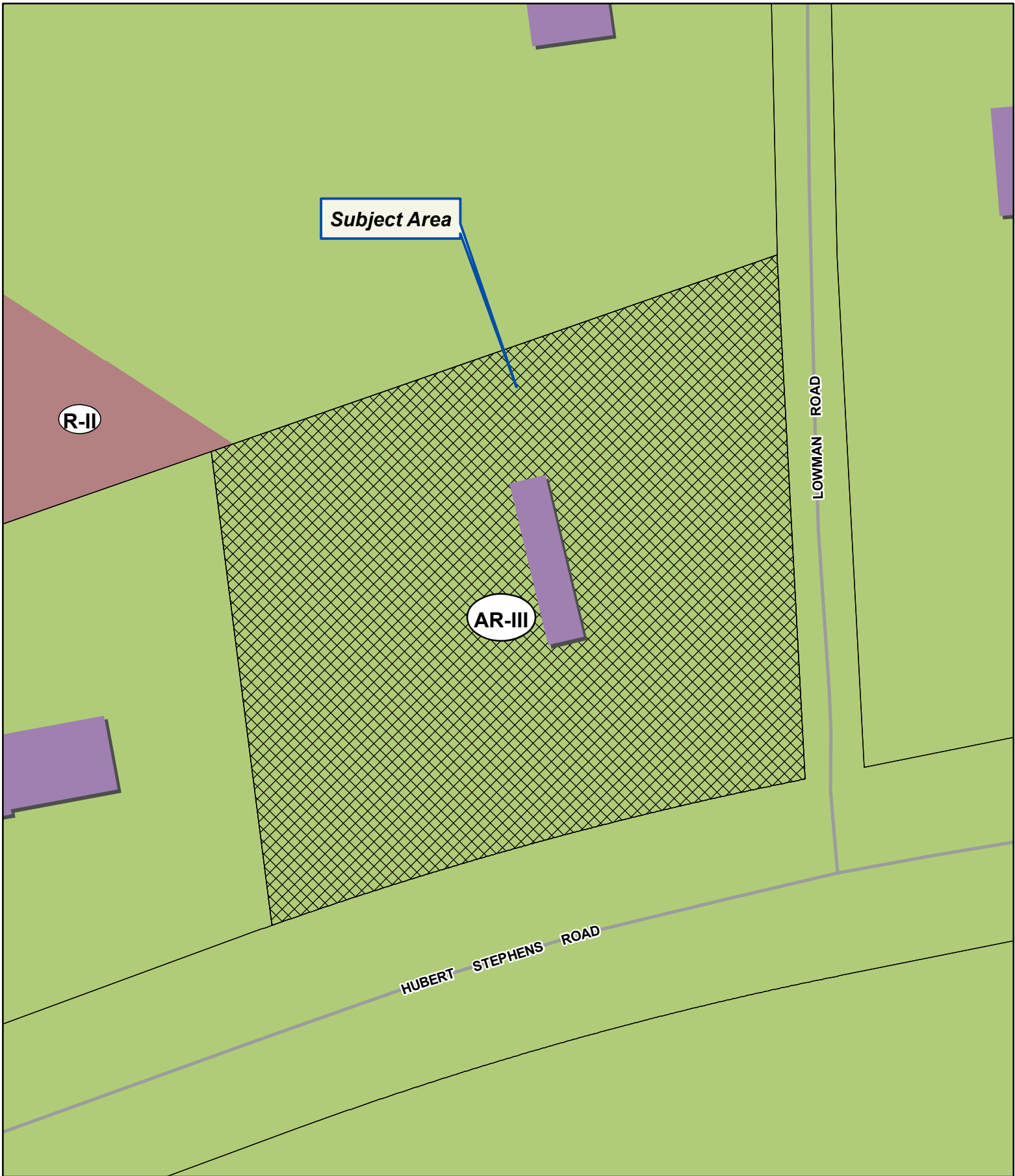
Commission District 3

PC Mtg. Date: 03/20/2023



-  Zoning Boundary
-  City Limits
-  Subject Area
-  Structure





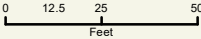
Applicant: DALTON SELF

Tax Parcel #: 11082 000079

Location: 5407 LOWMAN ROAD, MURRAYVILLE, GA 30564

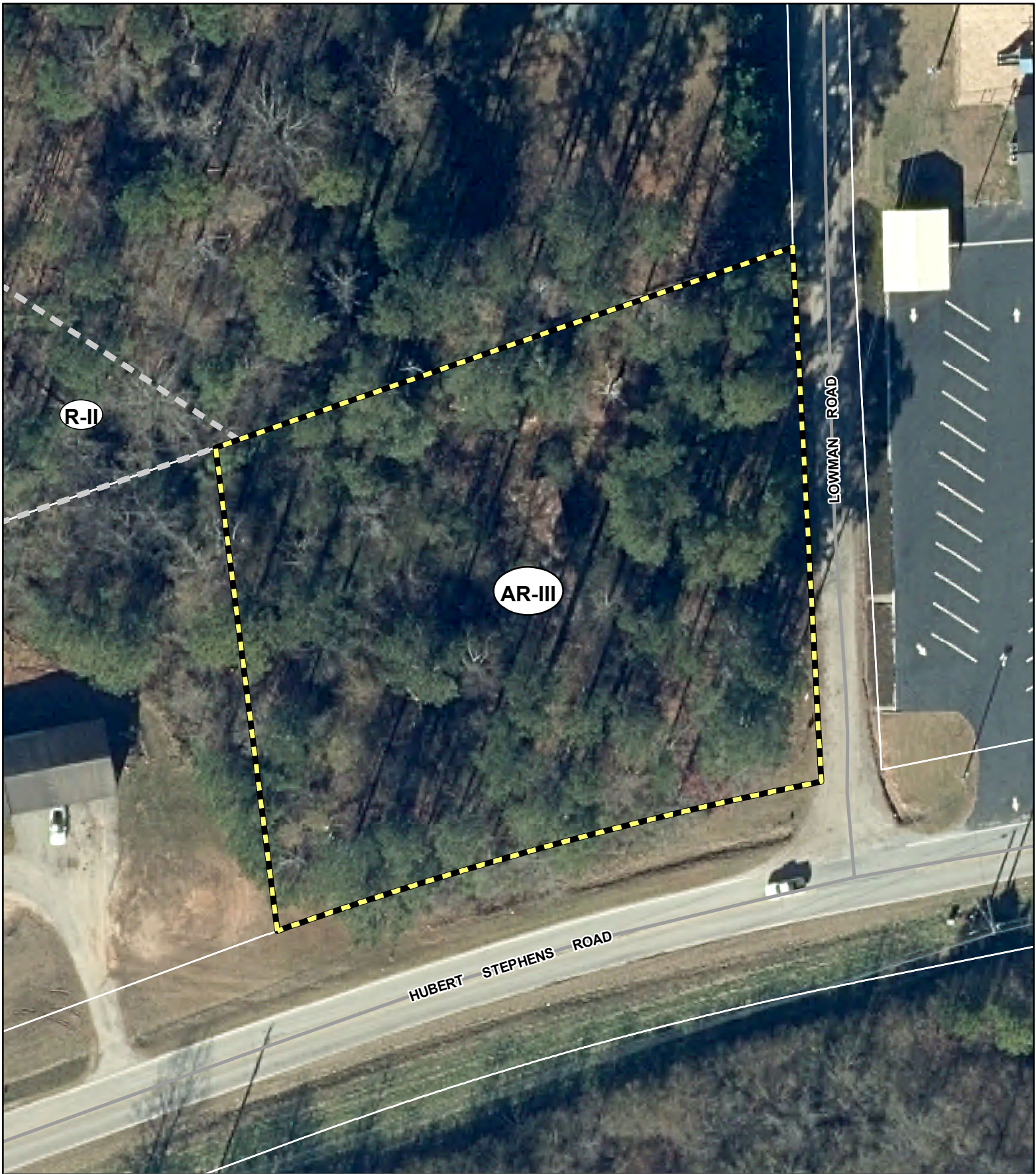
Commission District 3

PC Mtg. Date: 03/20/2023



- Zoning Boundary
- - - City Limits
- ▨ Subject Area
- Structure





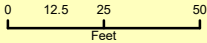
Applicant: DALTON SELF

Tax Parcel #: 11082 000079

Location: 5407 LOWMAN ROAD, MURRAYVILLE, GA 30564

Commission District 3

PC Mtg. Date: 03/20/2023



- Zoning Boundary
- City Limits
- Subject Area



Anael Dominguez (Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, February 23, 2023 5:00 PM
To: Anael Dominguez (Planning); Randi Doveton (Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda 3.20.23

Please see Environmental Health comments below:

Item 1, 2541 Cove Road, Rockett: Any proposed additions must meet all residential permitting requirements. All proposed structures must meet required setbacks to existing septic system. Further determination will be made at time of application. A floor plan showing number of bedrooms for all existing structures must be provided for review.

Item 2, 5575 Bogus Road, McIntyre: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. The Surveyor was notified of requirements on 1.31.23.

Item 3, 3331 Friendship Road, Kim: Must meet all Environmental Health commercial septic system permitting requirements. Comments were to the applicant on February 15, 2023.

Item 4, 5407 Lowman Road, Self: All proposed structures must meet required setbacks to existing septic system. An existing system evaluation will be required to verify setbacks and area available for full future repair of septic system. Replacement of existing septic system will require Level 3 soil evaluation and area available to relocate system and have full, feasible future repair of septic system.

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: Peevy, Jonathan <jpeevy@dot.ga.gov>
Sent: Thursday, February 23, 2023 11:51 AM
To: Anael Dominguez (Planning)
Cc: Niebauer, Parker J
Subject: RE: Tentative Planning Agenda for March 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.

Of these, only 3331 Friendship Rd will need GDOT coordination.

Thanks,

Jonathan Peevy, P.E.

Assistant District Traffic Engineer



District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8276 office

From: Anael Dominguez (Planning) <adominguez@hallcounty.org>
Sent: Thursday, February 23, 2023 11:47 AM
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 March 20, 2023

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, March 20th, 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, March 2nd**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – March 6, 2023

NEW BUSINESS

1. [2541 Cove Road | Variance | front yard setback variances from 30 feet to 21 feet on Cove Road and 30 feet to 6 feet on Wahoo Place on a 0.61± acre tract located on the west side of Cove Road at its intersection with Wahoo Place | Zoned R-I; Tax Parcel 10126 000040 | Proposed use: residential addition | * Commission District 3 | Danny Rockett, applicant.](#)
2. [5575 Bogus Road | Variance | road frontage variances from 150 feet to 52 feet and 150 feet to 58 feet on a 4.75± acre tract located on the east side of Bogus Road approximately 341 feet from its intersection with Wellspring Trail | Zoned AR-IV; Tax Parcel 12051 000001 \(pt.\) | Proposed use: 2-lot subdivision | * Commission District 3 | Carolyn McIntyre, applicant.](#)
3. [3331 Friendship Road | Variance | from Gateway Corridor Overlay District architectural requirements on a 9.13± acre tract located on the north side of Friendship Road approximately 1,190 feet from its intersection with Fall Branch Lane | Zoned AR-III and Gateway Corridor Overlay District; Tax Parcel 15048 000004B | Proposed use: church | ** Commission District 1 | Eugene Kim, applicant.](#)
4. [5407 Lowman Road | Use Subject to County Commission Approval | relocation of a site-built dwelling unit on a 1.02± acre tract located on the west side of Lowman Road at its intersection with Hubert Stephens Road | Zoned AR-III; Tax Parcel 11082 000079 | Proposed use: single-family residence | ** Commission District 3 | Dalton Self, 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 **Tuesday, April 25, 2023** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Tuesday, April 25, 2023. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Government
2875 Browns Bridge Road, Gainesville, GA 30504
www.hallcounty.org | 770-531-6810



Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.



Hall County Government

PUBLIC WORKS AND UTILITIES
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: March 1, 2023
Subject: March 20, 2023 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the March 20, 2023 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **2541 Cove Road | Variance** | front yard setback variances from 30 feet to 21 feet on Cove Road and 30 feet to 6 feet on Wahoo Place on a 0.61± acre tract located on the west side of Cove Road at its intersection with Wahoo Place | Zoned R-I; Tax Parcel 10126 000040 | **Proposed use: residential addition** | * Commission District 3 | **Danny Rockett, applicant.**
 - a) **Engineering:** No Comment
 - b) **Traffic:** No Comment
 - c) **Utilities:** No Comment

2. **5575 Bogus Road | Variance** | road frontage variances from 150 feet to 52 feet and 150 feet to 58 feet on a 4.75± acre tract located on the east side of Bogus Road approximately 341 feet from its intersection with Wellspring Trail | Zoned AR-IV; Tax Parcel 12051 000001 (pt.) | **Proposed use: 2-lot subdivision** | * Commission District 3 | **Carolyn McIntyre, 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 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

3. **3331 Friendship Road | Variance** | from Gateway Corridor Overlay District architectural requirements on a 9.13± acre tract located on the north side of Friendship Road approximately 1,190 feet from its intersection with Fall Branch Lane | Zoned AR-III and Gateway Corridor Overlay District; Tax Parcel 15048 000004B | **Proposed use: church** | ** Commission District 1 | **Eugene Kim, 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:** GADOT permit required.
- c) **Utilities:** No utilities available

4. **5407 Lowman Road | Use Subject to County Commission Approval** | relocation of a site-built dwelling unit on a 1.02± acre tract located on the west side of Lowman Road at its intersection with Hubert Stephens Road | Zoned AR-III; Tax Parcel 11082 000079 | **Proposed use: single-family residence** | ** Commission District 3 | **Dalton Self, applicant.**

- a) **Engineering:** No comment
- b) **Traffic:** No Comment
- c) **Utilities:** No Comment

Anael Dominguez (Planning)

From: John Hornick (Fire Services)
Sent: Thursday, March 2, 2023 1:05 PM
To: Randi Doveton (Planning)
Cc: Anael Dominguez (Planning)
Subject: Fire Comments

Agenda and Maps for the **Monday, March 20th, 2023** Hall County Planning Commission Meeting.

- 1) [5407 Lowman Road | Use Subject to County Commission Approval | relocation of a site-built dwelling unit on a 1.02± acre tract located on the west side of Lowman Road at its intersection with Hubert Stephens Road | Zoned AR-III; Tax Parcel 11082 000079 | Proposed use: single-family residence | ** Commission District 3 | Dalton Self, applicant.](#)

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



ZONING NOTICE

AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY

APPLICANT: *Dalton Self*

REQUEST: *Use Subject to Commission Approval for a relocated Single Family Residence*

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: *March 20, 2023*

Time: *5:15 P.M.*

COUNTY COMMISSION

Date: *April 25, 2023*

Time: *6:00 P.M.*

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

E
RTY
SSING

Mar 3, 2023 11:33:28
5407 Hubert Stephens Road
Murrayville
Hall County
Georgia



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 199/2023

SUBJECT: **8730 Forrester Road | Appeal a Planning Commission Decision** | for a road frontage variance from 50 feet to 0 feet 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 | **Kathryn Askew, applicant.**

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: RD
Recommendation: PENDING

Purpose of Request:
8730 Forrester Road | Appeal a Planning Commission Decision
| for a road frontage variance from 50 feet to 0 feet 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 | **Kathryn Askew, 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
AD	RD	EW	WG
Attorney	Administration		Clerk
WLI	CR		JR

Attachments:

- Board Memo
- Recommendation Report
- Appeal Application
- Constitutional Objection Letter - Attorney for Steven and Holly Crumley
- Application
- Original Narrative
- Updated Narrative
- Original Site Plan
- Updated Site Plan
- French Drain Photos
- Maps
- Deed
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Signed Petition by Neighbors - Favor
- Notice Sign Photo
- Amendment to Appeal



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, Planning and Development Director

Date: April 18, 2023

Subject: **8730 Forrester Road | Appeal a Planning Commission Decision | for a road frontage variance from 50 feet to 0 feet on a 9.5± acre tract | Proposed use: subdivide property | Kathryn Askew, applicant.**

The request before you is the appeal of Kathryn Askew. Per [Section 2.60.090](#), Ms. Askew is appealing the 4-17-2023 Planning Commission decision to approve a road frontage variance from 50 feet to 0 feet on a 9.5± acre tract. The subject property is a lot of record which has no frontage on a public right-of-way. The variance is necessary to subdivide the property.

This item is located within Commission District 3.

At their April 17, 2023 meeting, the Hall County Planning Commission voted to approve Steve & Holly Crumley's variance request with seven (7) conditions (**3-2, Pilcher & Sosebee opposed**).

Approval of the appeal overturns the Planning Commission decision and **denies the variance** request. **Denial of the appeal** upholds the Planning Commission decision and **approves the variance** request and the applicant can move forward with platting the property.

There were **no written comments** submitted in advance of the Planning Commission meeting and **two (2) people spoke in opposition and one (1) spoke in favor during the public hearing.**

Mr. & Mrs. Crumley have made no changes to the request since the Planning Commission took action.

Planning Commission Approval Conditions:

1. No further subdivision of the two newly created parcels shall be allowed.

2. No expansion of the commercial kennel or its services shall be allowed. If expansion has occurred that is not included in the 2007 approval, the applicant shall submit a conditional use request to bring the commercial kennel operations into compliance.
3. No residential dwelling may be added to the tract containing the commercial kennel.
4. 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."
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."
6. Standard Hall County Platting procedures shall be followed to include the plat by Patton Land Surveying, LLC dated March 1, 2023.
7. All conditions of approval shall be included on any plat created for the property.

**HALL COUNTY BOARD OF COMMISSIONERS
RECOMMENDATION REPORT**

Applicant Kathryn Askew

Request Appeal of Planning Commission decision for
Variance | road frontage variance from 50 feet to
0 feet

Proposed Use Subdivide property

Size 9.50± acres

Zoning Agricultural Residential IV (AR-IV, [17.120](#))

Location **8730 Forrester Road** | Tax Parcel 12128 000009

Commission District Three

Board of Commissioner’s Date April 25, 2023

Staff Recommendation Staff does not make recommendations for appeals
of Planning Commission decisions

Planning Commission Recommendation..... **Approval, with conditions**
Vote: 3-2 (Pilcher & Sosebee Opposed)

Planning Commission Conditions:

1. No further subdivision of the two newly created parcels shall be allowed.
2. No expansion of the commercial kennel or its services shall be allowed. If expansion has occurred that is not included in the 2007 approval, the applicant shall submit a conditional use request to bring the commercial kennel operations into compliance.
3. No residential dwelling may be added to the tract containing the commercial kennel.
4. 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."
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."

6. Standard Hall County Platting procedures shall be followed to include the plat by Patton Land Surveying, LLC dated March 1, 2023.
7. All conditions of approval shall be included on any plat created for the property.

Ms. Askew is appealing the decision of the Planning Commission and requests that the Board of Commissioners overturn the Planning Commission's April 17th decision and deny the requested variance. The Commission should be aware that should the variance be denied, the property's use as a commercial kennel would not change. Any issues regarding the use as a commercial kennel and whether the use has expanded beyond its original approval should be addressed separately. Should it be determined that additional approvals are required for operating the kennel and the ancillary uses, a separate application process and public hearings would be required.

The lot is a lot of record with no frontage and was such in 1999 when the home was constructed. A plat stamped for recording by the Hall County Planning office was included in the 2007 conditional use application.

April 17, 2023 Planning Commission Public Forum:

Patty Gilmer, 8856 Forrester Road, Lula, spoke in support. Stated she supports dividing the property to sell.

Virginia Martin, 5535 Elliot Crossing, Gainesville, spoke in opposition. Concerns were the application, building approvals, and driveway easement.

Kathryn Askew, 8720 Forrester Road, Lula, spoke in opposition. Concerns were buildings, easement, commercial use, and traffic.

Staff report presented to the Planning Commission on 4-17-2023 is below

Summary Analysis

The applicant is requesting to subdivide an existing 9.50± acre parcel into two (2) tracts. One tract will include an existing home and accessory structures and will consist of 3.93± acres; the other will include a commercial kennel approved by the Hall County Board of Commissioners in 2007 (ZON2007-00113) and will consist of +/- 5.57 acres. Per the submitted narrative, the property is a landlocked lot of record, being created prior to the adoption of the zoning regulations which require road frontage on a public right-of-way. Access to the property is provided via a 50 foot wide easement, which serves four (4) tax parcels, two of which are landlocked. The ZON2007-00113 includes a copy of a recorded plat and the historical zoning maps indicate that the property was a lot of record since 1965.

Per the requirements of [17.240.130.A](#), street frontage requirements, no principal building shall be placed or erected on a parcel not abutting a street or a public way not maintained by the county. Exemptions are provided to landlocked parcels deemed lots of record, which permitted the development of the tract for both the residential use and the commercial kennel. However, as the parcel is landlocked, no further subdivision can occur until the required frontage is obtained.

Per [17.240.105](#), modification of lots of record, a lot that is non-conforming in one dimensional criteria, but conforming to other criteria, may be modified such that no conforming dimension is made non-conforming,

and the non-conforming dimension is not made non-conforming to a greater extent. Because the subject property is landlocked, it cannot be further subdivided unless the required road frontage of 50 feet for the Agricultural-Residential-IV (AR-IV, [17.120](#)) zoning district is met for both of the proposed new parcels.

Additionally, [17.20.720](#) defines a minor subdivision to mean the subdivision of land into a total of no more than six conforming lots, parcels, tracts, or building sites during a 12-month period. The resultant lots must meet all of the requirements (lot size, frontage, access, etc.) of the zoning district in which they are classified and the requirements of the county subdivision regulations.

Finally, [16.50.040](#), requires access to every subdivision lot shall be provided over a public road or over a common access driveway which meets minimum standards ([12.40.220](#)). The existing easement exceeds the easement width requirement for a common access of 30 feet, but the pavement width of the driveway is less than the required 16 feet.

The Planning Commission and Board of Commissioners approved the construction of a commercial kennel (ZON2007-00113) on August 23, 2007 and a variance to the rear setback for the kennel (ZON2007-00153) on November 5, 2007. Additional permits were administratively approved for a house (RES1999-00155), a barn (MIS2007-00443), a swimming pool (MIS2020-00072), and a kitchen remodel in 2019.

The adjacent properties to the east, west, and south are also zoned Agricultural-Residential-IV (AR-IV, [17.120](#)) and are either undeveloped or contain single-family dwellings. The property to the north has a zoning designation of Planned Commercial Farm District (PCFD, [17.180.100](#)).

Relief from the following sections of [The Official Code of Hall County](#) will be required if the subdivision, as presented, is approved:

- Access, [16.50.040](#), 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 subject parcel is landlocked and as such does not meet the above criteria.
 - Additionally, as the easement does not meet all the standards for a common access drive ([12.40.220](#)), the driveway will need to be improved or relief from those standards granted.
- Minimum lot area, setbacks, and height requirements, ([17.240.010](#)), which requires 50 feet of road frontage for properties zoned Agricultural-Residential-IV (AR-IV, [17.120](#)).
 - The subject parcel is landlocked and as such does not meet the above criteria.
- Street frontage requirements, [17.240.130.A](#), which requires no principal building shall be placed or erected on a parcel not abutting a street or a public way not maintained by the county
 - The subject parcel is landlocked and as such does not meet the above criteria.

Should the Planning Commissioners grant this variance request, the applicant must follow the standard Hall County platting procedures.

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); **The subject parcel is a non-conforming lot of record, having existed in its current configuration since the mid 1960's. The total area of the subject property makes up more than enough land area required to configure two lots in the Agricultural Residential IV (AR-IV, [17.120](#)) district. Likewise, the envisioned density in the Rural Residential Character area of the Comprehensive Plan is limited to 1 dwelling units for every 1 – 1.5 acres. The lack of road frontage prevents the subdivision of the tract without relief from the road frontage requirements of [The Official Code of Hall County](#).**
2. The application of the requirements of this [Title 17](#) to this particular piece of property would create an unusual hardship; **The subject property can continue to be utilized as currently zoned, though no further subdivision of the property will be possible, without relief from the road frontage requirements of [The Official Code of Hall County](#) or the applicant obtaining additional frontage from an adjacent parcel.**
3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; **The subject property is landlocked, which is less common as there has been a requirement for road frontage within the county since [The Official Code of Hall County](#) was adopted on August 28, 1978. Immediately adjacent to the west is another landlocked property, tax parcel [12128 000007](#), which is undeveloped.**
4. Such conditions are not the result of any actions of the property owner; **The applicant is proposing the lot configuration. Any subdivision of this lot will require relief from the road frontage requirements of [The Official Code of Hall County](#).**
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. **Any proposed land use would be limited by the use, bulk, and density regulations applied to the property based on the designated zoning district. The applicant is not proposing any uses not allowable within the Agricultural Residential IV (AR-IV, [17.120](#)) district, and staff does not find that there will be any substantial detriment to the public good, if approved.**

Development Support and Constraints –Departmental /agency comments

Hall County Environmental Health

In an email dated March 29, 2023, Emily McGahee states “All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.”

Hall County Fire Marshal

An email dated March 31, 2023 John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant states, "The Hall County Fire Marshal's Office has no comments regarding the subdivision as proposed."

Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated April 1, 2023, Bill Nash, Director, states the following:

Engineering:

The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.

Traffic:

No comment.

Utilities:

No comment.

Georgia Department of Transportation

In an email dated March 24, 2023, Parker Niebauer, D1TO Traffic Operations Supervisor, indicates GDOT coordination would not be required.

➤ **Excerpts from the minutes of the April 17, 2023 meeting**

Applicant's Presentation:

Randi Doveton, Planning Director, presented a summary of the request.

Steve Gilliam, 340 Jesse Jewell Parkway, Gainesville, presented the request. The applicant stated that the current owners are seeking to sell their home and business to separate buyers which is why the variance is required. The applicant discussed the history of the property. The applicant requested amending the staff condition stating to sell both properties to one owner or entity without selling separately because the purpose of the variance is to sell to two different owners.

Rebuttal

The applicant stated that there was an amended narrative submitted to redact that there would only be one buyer. The applicant stated that the easement didn't have an exclusive use.

Public Forum:

Patty Gilmer, 8856 Forrester Road, Lula, spoke in support. Stated she supports dividing the property to sell.

Virginia Martin, 5535 Elliot Crossing, Gainesville, spoke in opposition. Concerns were the application, building approvals, and driveway easement.

Kathryn Asku, 8720 Forrester Road, Lula, spoke in opposition. Concerns were buildings, easement, commercial use, and traffic.

Planning Commission Comments:

Mr. Braswell stated that the board could only take action on the road frontage variance.

Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Varner. Vote: 3-2 (Pilcher & Sosebee opposed)

Conditions:

1. *No further subdivision of the two newly created parcels shall be allowed.*
2. *No expansion of the commercial kennel or its services shall be allowed. If expansion has occurred that is not included in the 2007 approval, the applicant shall submit a conditional use request to bring the commercial kennel operations into compliance.*
3. *No residential dwelling may be added to the tract containing the commercial kennel.*
4. *The following note shall be placed on the plat of record:
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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:
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6. *Standard Hall County Platting procedures shall be followed to include the plat by Patton Land Surveying, LLC dated March 1, 2023.*
7. *All conditions of approval shall be included on any plat created for the property.*

Check
5411

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)

Steven and Holly Cromley

8730 Forrester Rd.

Lula, Ga 30554

Phone 678.316.4519

Email Address cromleyholly@bellsouth.net

Location of Property 8730 Forrester Rd

Present Zoning AR-IV Existing Structures House and Commercial Kennels (ZON 2007-0013)
ZON 2007-0013

Property Owner (Name and Mailing Address)

Steven and Holly Cromley

8730 Forrester Rd

Lula, Ga 30554

Phone 678.316.4519

Email Address cromleyholly@bellsouth.net

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): \$ 350⁰⁰
Rec. 859107 check 5411

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 Holly Cromley Date 3/17/23

I hereby withdraw this application
Sign _____ Date _____

Staff Use Only

Application Date: 3-17-2023 Taken by: JRD
 Tentative Planning Commission Date: 4-17-23 If Appealed County Commission Date: 4-25-23
 County Commission District: 3

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Steve and Holly Crowley

Address 8730 Forrester Rd

Lula, Ga 30554

Phone Number 678.316.4519

Name of applicant(s) Holly Crowley

Address 8730 Forrester Rd.


Lula, Ga 30554

Phone Number 678.316.4519

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)
Holly V. Crowley

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.

Anael Dominguez
Notary Public

3-17-2023
Date



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

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

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

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

I have** _____

I have not _____

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

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: Holly D. Cromley

Date: 3/17/23

Applicant's/Owner's Name (Printed): Holly D. Cromley

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): Holly V. Crumley Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Holly V. Crumley Date: 3/17/23

Applicant's/Owner's Name (Printed): Holly V. Crumley

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).

Public ROW. The property is accessible via permanent Perpetual non-exclusive 50FT easement. The easement is the flag pole portion of the Parcel 1228, 0000000000, also known as 8730 Forester Rd. The prop. was created by deed in early 1990's and has continued to be a house, accessory bld, and commercial Kennel were obtained between 1999, 2000s. We have a buyer for both house and Kennel

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 deed in early 1990's. Permits to construct house and Kennel

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 for the bank and SBA

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 variance will not create an issue related to safety and access since nothing is changing except that an existing parcel is an existing residential use and Commercial use is sold to one buyer w separate lien holders

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

Applicant *Thelma Brown*

Date *3/17/23*



SMITH GILLIAM WILLIAMS & MILES

Website: sgwmfirm.com

Phone: 770.536.3381

Fax: 770.531.1481

Mailing Address: P.O. Box 1098
Gainesville, GA 30503

April 20, 2023

Via Email to

Randi Doveton- rdoveton@hallcounty.org

Jennifer Riveria- jrivera@hallcounty.org

Honorable Richard Higgins, Chairman
Hall County, Georgia Board of Commissioners

RE: Property Owner: Steven and Holly Crumley
Applicant: Steven and Holly Crumley
Address: 8730 Forrester Rd., Lula, GA 30554
Hardship Variance Request: Road Frontage from 50' to 0'

Dear Chairman Higgins and Commissioners Cooper, Powell, Stowe and Poole:

Steven and Holly Crumley have submitted a hardship variance request to the Hall County Planning Board as referenced above which was approved by the Planning Commission. An appeal has been filed by a neighbor and the appeal has been scheduled to be heard by you on April 23, 2023. This law firm represents the Crumley's.

The Crumley's file these Constitutional Objections should the Chairman and Commissioners vote to grant the appeal therefore denying their Hardship Variance Request as follows:

1. The denial of the Crumleys' Hardship Variance Request will deny them, due process of law as provided in Article 1, Section 1, Paragraph 1 of the Georgia Constitution.
2. The denial of the Crumleys' Hardship Variance Request will deny them, equal protection under the law as provided in Article 1, Section 2, Paragraph 1 of the Georgia Constitution, which guarantees that property owners' protection be impartial and complete.
3. The denial of the Crumleys' Hardship Variance Request will deny them, due process of law as provided in Article 1, Section 3, Paragraph 1(a) of the Georgia Constitution, and would constitute a taking of their property without just and adequate compensation.

Street Address:

Smith Gilliam Williams & Miles, P.A.
340 Jesse Jewell Parkway, Suite 300
Gainesville, GA 30501

In Your Community. **In Your Corner.**

4. The denial of the Crumleys' Hardship Variance Request will deny them substantive due process of law as guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution.
5. The denial of the Crumleys' Hardship Variance Request will deny them due process and equal protection under the law as guaranteed by the Fifth and Fourteenth Amendments to the United States Constitution, and would constitute a taking of their property without just and adequate compensation.
6. The denial of the Crumleys' Hardship Variance Request will constitute an inverse condemnation in violation of O.C.G.A § 22-1-5 and will result in a taking of their property without just and adequate compensation.
7. The denial of the Crumleys' Hardship Variance Request will result in a violation of 42 U.S.C. § 1983 by denying its due process, equal protection and just and adequate compensation, and will result in discrimination against them as compared to other landowners located in the vicinity of the property.
8. The denial of the Crumleys' Hardship Variance Request will result in a significant detriment to it and is not substantially related to the public health, safety, morality or welfare of the county or the community which surrounds the property in question.

Thank you for your consideration of these matters.

Steven and Holly Crumley and I look forward to addressing these matters with the Hall County Board of Commissioners on April 20, 2023.

Respectfully Submitted:



Steven P. Gilliam

SPG/ak

C: Hall County Planning Department, Randi Doveton

Check
5411

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)

Steven and Holly Cromley

8730 Forrester Rd.

Lula, Ga 30554

Phone 678.316.4519

Email Address cromleyholly@bellsouth.net

Location of Property 8730 Forrester Rd

Present Zoning AR-IV Existing Structures House and Commercial Kennels (ZON 2007-0013)

Property Owner (Name and Mailing Address)

Steven and Holly Cromley

8730 Forrester Rd

Lula, Ga 30554

Phone 678.316.4519

Email Address cromleyholly@bellsouth.net

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): \$ 350⁰⁰
Rec. 859107 check 5411

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 Holly Cromley Date 3/17/23

I hereby withdraw this application
Sign _____ Date _____

Staff Use Only

Application Date: 3-17-2023 Taken by: JRD
 Tentative Planning Commission Date: 4-17-23 If Appealed County Commission Date: 4-25-23
 County Commission District: 3

AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Steve and Holly Crowley

Address 8730 Forrester Rd

Lula, Ga 30554

Phone Number 678.316.4519

Name of applicant(s) Holly Crowley

Address 8730 Forrester Rd.

Lula, Ga 30554

Phone Number 678.316.4519

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)
Holly V. Crowley

Personally appeared before me
[Signature]

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

Anael Dominguez
Notary Public

3-17-2023
Date



CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

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

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

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

I have** _____

I have not _____

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

****If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.**

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: Holly D. Cromley

Date: 3/17/23

Applicant's/Owner's Name (Printed): Holly D. Cromley

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:

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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): Holly V. Cromley Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Holly V. Cromley Date: 3/17/23

Applicant's/Owner's Name (Printed): Holly V. Cromley

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).

Public ROW. The property is accessible via permanent Perpetual non-exclusive 50FT easement. The easement is the flag pole portion of the Parcel 1228, 0000000000, also known as 8730 Forester Rd. The prop. was created by deed in early 1990's and has continued to be a house, accessory bld, and commercial Kennel were obtained between 1999, 2000s. We have a buyer for both house and Kennel

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 deed in early 1990's. Permits to construct

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 for the bank and SBA

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 variance will not create an issue related to safety and access since nothing is changing except that an existing parcel is an existing residential use and Commercial use is sold to one buyer w separate lien holders

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

Applicant

Thelma Brown

Date

3/17/23

Narrative 8730 Forrester Rd

We are seeking a variance to allow us to divide our property into 2 parcels. One parcel will have the dwelling and one will have the commercial kennel. Both parcels will continue under one ownership and will continue to use the existing access easement and driveway.

The parcel is a legal non-conforming lot that existed before zoning adoption in 1978; we purchased it in 1999. Prior to the zoning regulations there was no restriction on creating a parcel without frontage on a public right-of-way. We obtained a permit to construct the house in 1999 and the commercial kennel in 2007. We obtained zoning approval for the kennel and a subsequent variance in the required setback to reduce it from 200FT from a property line to 100FT from a property line. We have the commercial kennel with ancillary accessory sales, grooming, and breeding. No change in the existing use or its intensity will occur. These uses were allowed because we are legal non-conforming parcel.

The current regulations require a minimum of 50 feet on a public right-of-way which means we cannot divide our property without seeking a variance to reduce the required frontage from 50 feet to 0 feet on a public right-of-way. We have approximately 800 feet of frontage on the easement. In order to facilitate the sale of our home and business to one person, we must divide the property for financing purposes.

We respectfully request that you grant this variance so we can have our property surveyed, a plat prepared and recorded, which will allow us to close on the sale.



Revised narrative received
via email from Holly Crumley
on 3.23.23

Narrative 8730 Forrester Rd

We are seeking a variance to allow us to divide our property into 2 parcels. One parcel will have the dwelling and one will have the commercial kennel. ~~Both parcels~~ will continue under one ~~ownership and will~~ ^{Both Parcels} continue to use the existing access easement and driveway.

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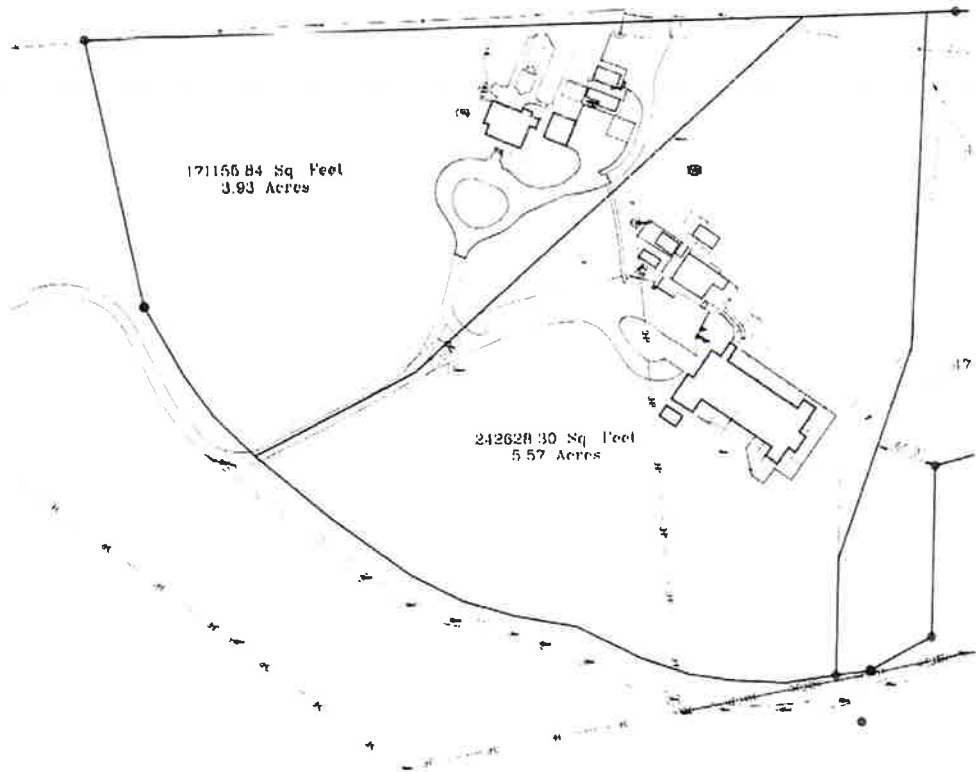
We respectfully request that you grant this variance so we can have our property surveyed, a plat prepared and recorded, which will allow us to close on the sale.

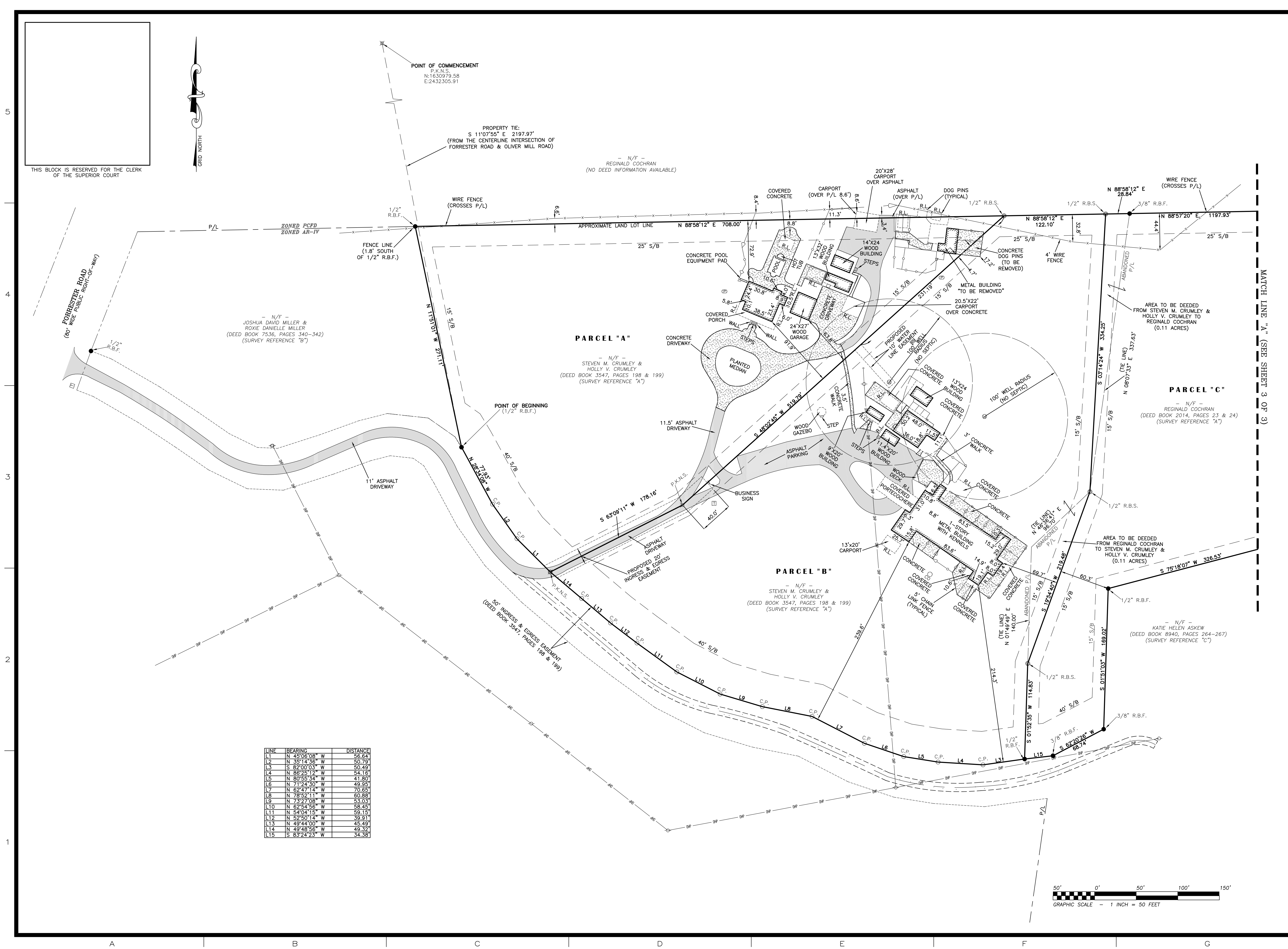
Holly V. Crumley



PRELIMINARY COPY FOR REVIEW 02-16-2023

THIS IS NOT A SURVEY





REGISTERED PROFESSIONAL
LAND SURVEYORS

P.O. BOX 256
GAINESVILLE, GA. 30603
PHONE: (770) 532-6492
www.pattonsurveying.com

PATTON
LAND SURVEYING, LLC

LAND SURVEYING FIRM
CERTIFICATE OF AUTHORIZATION
NUMBER LSF 001029

COMPUTATIONS BY: C.K.
SURVEYED BY: D.C. & D.W.
DRAFTED BY: C.K.
CHECKED BY: C.P.

SUBDIVIDE SURVEY FOR:
**STEVEN M. CRUMLEY &
HOLLY V. CRUMLEY &
REGINALD COCHRAN**

- LOCATED IN -
LAND LOT 128
12TH LAND DISTRICT
HALL COUNTY, GEORGIA

REVISIONS

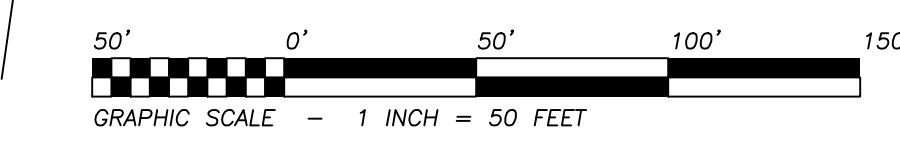
No.	DATE	DESCRIPTION

SHEET NUMBER:
2 of 3

SCALE: 1" = 50'

SURVEY DATE: 02/20/2023
PLAT DATE: 03/01/2023

22-199.dwg
JN. 22-199



Anael Dominguez (CDI: Planning)

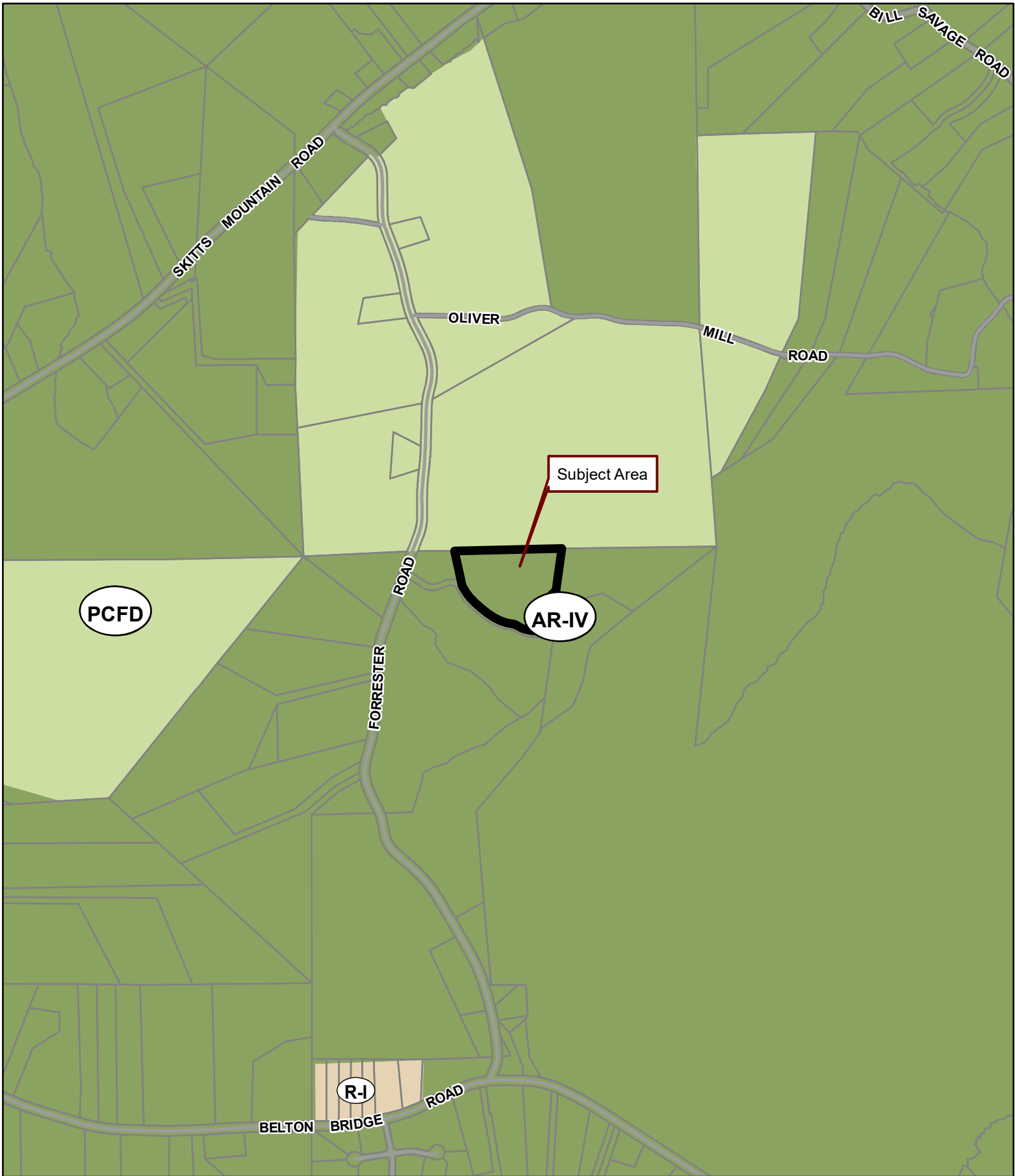
From: Randi Doveton (CDI: Planning)
Sent: Wednesday, April 19, 2023 3:25 PM
To: Anael Dominguez (CDI: Planning)
Cc: Beth Garmon (CDI: Planning)
Subject: FW: French drain from yesterday

Ana,
Please add this to the Crumley folder and HCAM.

From: Holly Crumley <hollycrumley@cavaliersbycrumley.com>
Sent: Wednesday, April 19, 2023 2:33 PM
To: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>
Subject: French drain from yesterday

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.





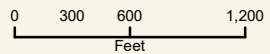
Applicant: STEVEN AND HOLLY CRUMLEY





Tax Parcel #: 12128 000009

Location: 8730 FORRESTER ROAD, LULA, GA 30554

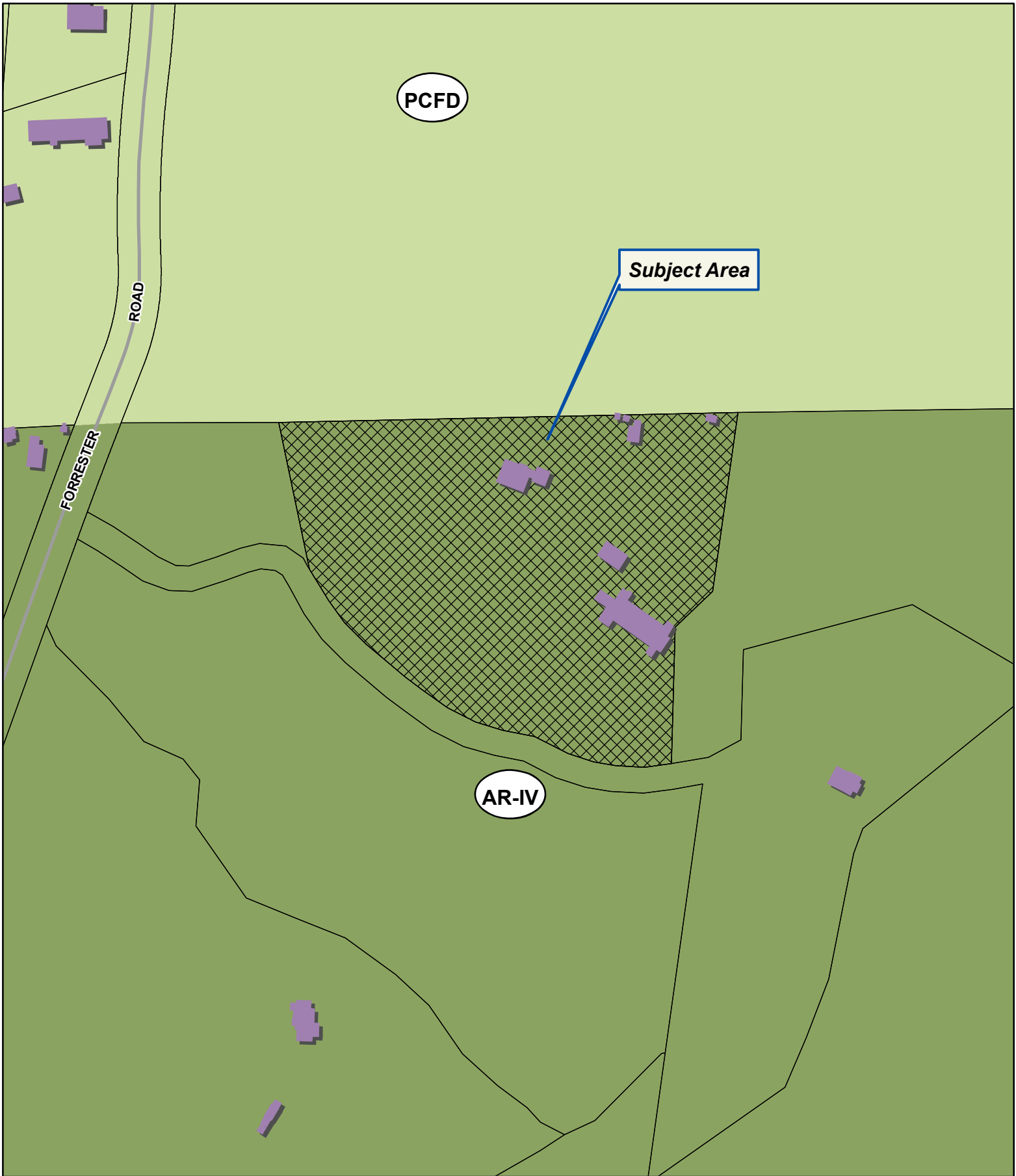
Commission District 3

PC Mtg. Date: 04/17/2023

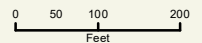


-  Zoning Boundary
-  City Limits
-  Subject Area
-  Structure



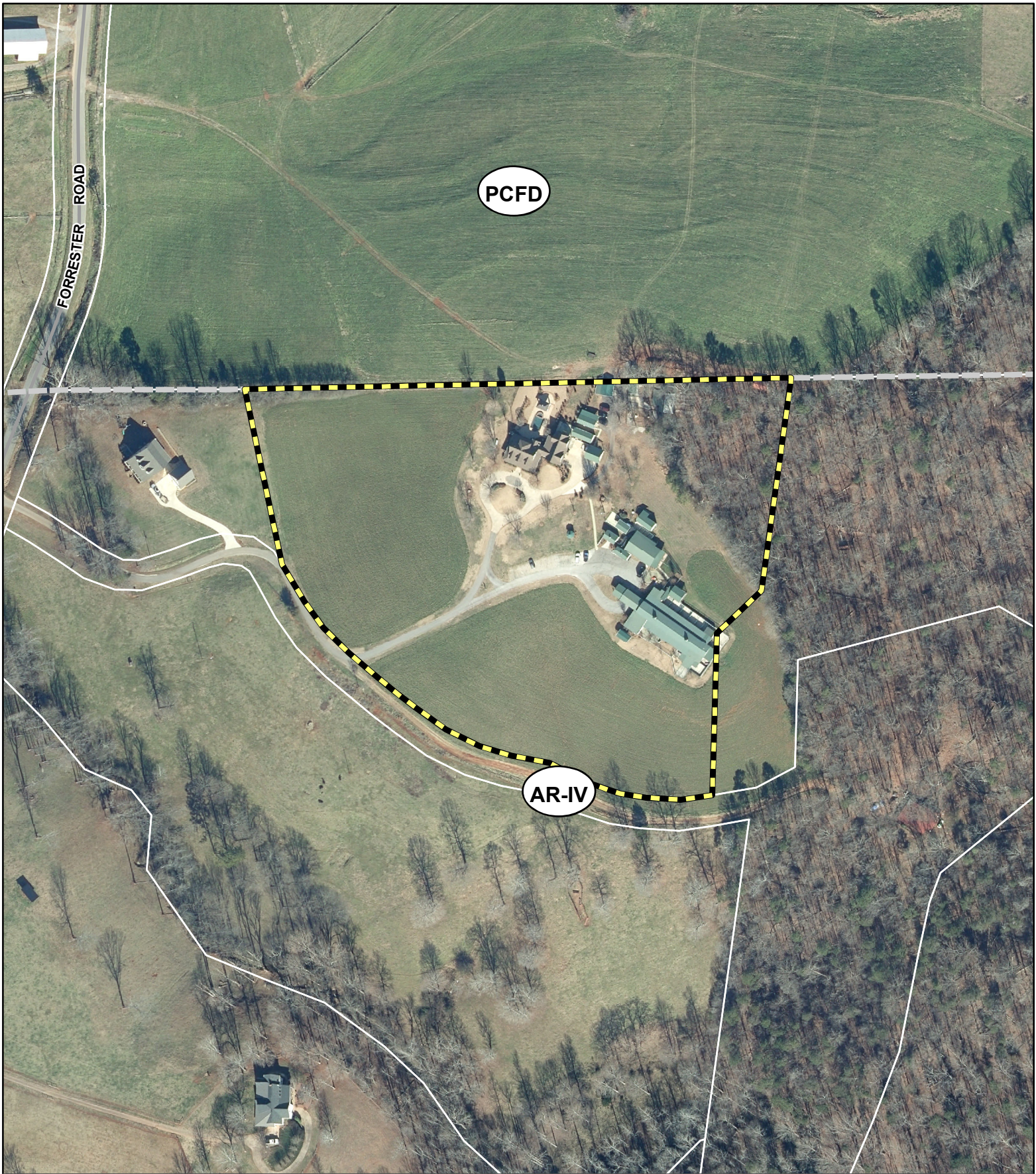


Applicant: STEVEN AND HOLLY CRUMLEY
Tax Parcel #: 12128 000009
Location: 8730 FORRESTER ROAD, LULA, GA 30554
Commission District 3 **PC Mtg. Date:** 04/17/2023



- Zoning Boundary
- ▭ City Limits
- ▨ Subject Area
- ▭ Structure





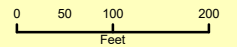
Applicant: STEVEN AND HOLLY CRUMLEY

Tax Parcel #: 12128 000009

Location: 8730 FORRESTER ROAD, LULA, GA 30554

Commission District 3

PC Mtg. Date: 04/17/2023



- Zoning Boundary
- ▭ City Limits
- ▭ Subject Area



000198

HALL COUNTY, Georgia
Real Estate Transfer Tax

Paid \$ 52.30
Date 8/25/99
DWIGHTS. WOOD
Clerk Superior Court
By BB

Georgia, Hall County, Clerk Superior Court

Filed in office this 25 day of Aug.
19 99 at 4:04 P. m. Recorded in
Book 3547 Page (s) 198-199
this 26 day of Aug 19 99
DWIGHTS. WOOD, CLERK, by BB

2807, 4068

File:

027774

Return to: T. Treadwell Syfan
Stewart, Melvin & Frest, LLP
P. O. Box 3200
Gainesville, Georgia 30501

WARRANTY DEED

GEORGIA, COUNTY OF HALL.

THIS INDENTURE, made this 20th day of August in the Year of Our Lord One Thousand Nine Hundred and Ninety-Nine between **REGINALD COCHRAN** of the State of Georgia and County of Hall (hereinafter called "GRANTOR"), and **STEVEN M. CRUMLEY AND HOLLY V. CRUMLEY** of the State of Georgia and County of Hall (hereinafter called "GRANTEE"),

WITNESSETH: That the said GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said GRANTEE the following described property, to-wit:

Property described on Exhibit "A" attached hereto and by reference made a part hereof.

By acceptance of this deed the Grantees agree to assume and comply with the agricultural or timberland property covenant agreement recorded in Deed Book 3243, page 340, Hall County Deed Records.

TO HAVE AND TO HOLD the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said GRANTEE, forever, in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and forever defend the right and title to the above described property, unto the said GRANTEE against the claims of all persons whomsoever.

WHEREVER there is a reference herein to the GRANTOR or the GRANTEE, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said GRANTOR has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered in presence of:

Treadwell Syfan
Unofficial Witness

Virginia L. Lynn
Notary Public
County, Georgia

My Commission Expires:

(SEAL)

Reginald Cochran (SEAL)
REGINALD COCHRAN



000199

EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 128, 12th District, Hall County, Georgia, and being that certain 9.499 acre tract shown on plat of survey of the property of Reginald Cochran, dated July 23, 1993, revised August 9, 1999, prepared by Farley-Collins Associates, Registered Surveyors, and said property being more particularly described as follows:

BEGINNING at an iron pin set on the original land lot line dividing Land Lots 128 and 129, said pin being located 333.91 feet East along said land lot line from the intersection of said land lot line with the Eastern right-of-way of Forrester Road, and running thence along said land lot line South 88 degrees 30 minutes 15 seconds East 858.89 feet to a point; thence South 10 degrees 39 minutes 30 seconds West 337.62 feet to a point; thence South 4 degrees 9 minutes 6 seconds West 96.7 feet to a point; thence South 4 degrees 22 minutes 14 seconds West 255 feet to a point; thence along the Northern right-of-way of a driveway easement containing a 10-foot wide gravel drive South 84 degrees 44 minutes 22 seconds West 50.56 feet to a point; thence North 83 degrees 52 minutes 47 seconds West 54.16 feet to a point; thence North 78 degrees 23 minutes 09 seconds West 41.80 feet to a point; thence North 68 degrees 52 minutes 05 seconds West 49.95 feet to a point; thence North 60 degrees 14 minutes 49 seconds West 70.65 feet to a point; thence North 76 degrees 19 minutes 46 seconds West 60.88 feet to a point; thence North 70 degrees 54 minutes 43 seconds West 53.03 feet to a point; thence North 60 degrees 22 minutes 31 seconds West 58.45 feet to a point; thence North 51 degrees 31 minutes 50 seconds West 59.15 feet to a point; thence North 50 degrees 17 minutes 49 seconds West 39.91 feet to a point; thence North 47 degrees 11 minutes 35 seconds West 45.49 feet to a point; thence North 47 degrees 16 minutes 31 seconds West 49.32 feet to a point; thence North 42 degrees 33 minutes 43 seconds West 56.64 feet to a point; thence North 32 degrees 41 minutes 41 seconds West 50.79 feet to a point; thence North 25 degrees 41 minutes 02 seconds West 56.63 feet to a point; thence North 27 degrees 53 minutes 56 seconds West 21.19 feet to an iron pin corner on the Oliver property line; thence North 09 degrees 15 minutes 18 seconds West 271.11 feet to the point of beginning.

Also conveyed to Grantee is a permanent perpetual non-exclusive easement for the purpose of ingress and egress to use and enjoyment of a gravel driveway, said easement being 50 feet in width and leading from Forrester Road to the property of Cheryl Askew, as shown on said plat of survey. Said easement is the same easement conveyed in Warranty Deed from Wallace J. Askew, Sr. to Reginald Cochran, dated August 17, 1993, recorded in Deed Book 2014, pages 21-22, Hall County Deed Records.

50'
EASEMENT

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Wednesday, March 29, 2023 1:13 PM
To: Randi Doveton (CDI: Planning); Anael Dominguez (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 4.17.23

Please find Environmental Health comments below:

Item 1, 6554 Ben Parks Road, Odom: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. The applicant was notified of EH requirements on 2.22.23.

Item 2, 3432/0 Cleveland Hwy & 3572 Casper Drive, Carter: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 3, 4225 Arthur Miller Rd, Cagle: Environmental Health approved the new structure on February 16, 2023.

Item 4, 1400 Bradford Street, Ceska: No comment.

Item 5, 4425/4465 Peckerwood Road, Hope: Must meet all Environmental Health residential septic system permitting requirements.

Item 6, 4240 Winder Hwy, Aoun: No comment. Public sewer.

Item 7, 8730 Forrester Road, Crumley: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

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 (CDI: Planning)

From: Niebauer, Parker J <PNiebauer@dot.ga.gov>
Sent: Friday, March 24, 2023 6:01 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Cc: Peevy, Jonathan; Chavers, Veronica E
Subject: RE: Tentative Planning Agenda for April 17, 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.

Items 2 and 6 will require GDOT coordination

3432 Cleveland Hwy, John Carter – will require GDOT coordination

4240 Winder Hwy, Maroun Aoun – will require GDOT coordination

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 (CDI: Planning) <adominguez@hallcounty.org>
Sent: Friday, March 24, 2023 12:25 PM
To: Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Bill Nash (CDI: Public Works) <bnash@hallcounty.org>; Bill Schmid <weschmid@rochester-assoc.com>; Brandi Smith (CDI: 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) <cbaswell@hallcounty.org>; Christopher Armstrong (Fire Services) <carmstrong@hallcounty.org>; Dan Barnes <Daniel.C.Barnes@usace.army.mi>; Ellis Still (CDI: Planning) <estill@hallcounty.org>; Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Dykes, Jason <jdykes@dot.ga.gov>; Jason Skarda (CDI: 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>; Karen Martinez (CDI: Public Works - Sewer) <kmartinez@hallcounty.org>; 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 (CDI: Planning) <rdoveton@hallcounty.org>; rich <rich@flowerybranchga.org>; Scott Puckett <spuckett@hallcounty.org>; Srikanth Yamala (CDI) <syamala@hallcounty.org>; Stephen Cain <troy.s.cain@usace.army.mil>; Steve Watson (Real Property)

<rswatson@hallcounty.org>; Tammie Croy (CDI: Engineering) <tcroy@hallcounty.org>; Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>; Wanda Sutton (CDI: Engineering) <wsutton@hallcounty.org>; will schofield <will.schofield@hallco.org>

Subject: Tentative Planning Agenda for April 17, 2023

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, April 17th, 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, March 30th**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – April 3, 2023

NEW BUSINESS

1. [6554 Ben Parks Road | Variance](#) | for a road frontage variance from 150 feet to 60.5 feet on a 11.59± acre tract located on the south side of Ben Parks Road at approximately 398 feet from its intersection with Jake Kemp Road | Zoned AR-IV & R-I; Tax Parcel 11041 00001A | **Proposed use: 2-lot subdivision** | * Commission District 3 | **John David Odom, applicant.**
2. [3432 & 0 Cleveland Highway & 3572 Casper Drive | Variance](#) | for a road frontage variance from 150 feet to 50 feet on a 8.16± acre tract located on the east side of Cleveland Highway at approximately 297 feet from its intersection with Casper Drive | Zoned AR-III; Tax Parcel 10144 000032, 000007, & 000009A | **Proposed use: 2-lot subdivision** | * Commission District 3 | **John Carter, applicant.**
3. [4225 Arthur Miller Road | Variance](#) | for a front yard setback variance from 40 feet to 13 feet on a 42.75± acre tract located on the east side of Arthur Miller Road at its terminus | Zoned AR-IV; Tax Parcel 15018 000023 | **Proposed use: pole barn** | * Commission District 3 | **Ned Cagle, applicant.**
4. [1400 Bradford Street | Variance](#) | for a front yard setback variance from 50 feet to 5 feet; right side yard setback variance from 50 feet to 6 feet; and a sign variance on a 7.93± acre tract located on the west side of Bradford Street SW at its intersection with Marler Street | Zoned I-I, R-II, & H-B; Tax Parcel 00031 001001 | **Proposed use: monument sign** | ** Commission District 4 | **Patrick Ceska, applicant.**
5. [4425 & 4465 Peckerwood Road | Use Subject to Planning Commission Approval](#) | 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, applicant.**
6. [4240 Winder Highway | Amend Conditions](#) | of a Planned Office Development (POD) on a 7.03± acre tract located on the west side of Winder Highway approximately 975 feet from its intersection with Martin Road | Zoned POD; Tax Parcel 15044B000009 | **Proposed use: mixed offices** | ** Commission District 1 | **Maroun Aoun, applicant.**
7. [8730 Forrester Road | Variance](#) | for a road frontage variance from 50 feet to 0 feet 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 | Steven & Holly Crumley, 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, May 25, 2023** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, May 25, 2023. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

***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 **Tuesday, April 25, 2023** at 6:00 p.m. at the Hall County Government Center, 2nd Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org



Georgia is a state of natural beauty. And it's a state that spends millions each year cleaning up litter that not only mars that beauty, but also affects road safety, the environment and the economy. Do your part – don't litter. How can you play an active role in protecting the splendor of the Peach State? Find out at <http://keepgaclean.com/>.



Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development
From: Bill Nash, Director of Public Works and Utilities
Date: April 1, 2023
Subject: April 17th, 2023 - Hall County Planning Commission Agenda

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Srikanth Yamala

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the April 17, 2023 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. [6554 Ben Parks Road | Variance | for a road frontage variance from 150 feet to 60.5 feet on a 11.59± acre tract located on the south side of Ben Parks Road at approximately 398 feet from its intersection with Jake Kemp Road | Zoned AR-IV & R-I; Tax Parcel 11041 000001A | Proposed use: 2-lot subdivision | * Commission District 3 | John David Odom, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

2. [3432 & 0 Cleveland Highway & 3572 Casper Drive | Variance | for a road frontage variance from 150 feet to 50 feet on a 8.16± acre tract located on the east side of Cleveland Highway at approximately 297 feet from its intersection with Casper Drive | Zoned AR-III; Tax Parcel 10144 000032, 000007, & 000009A | Proposed use: 2-lot subdivision | * Commission District 3 | John Carter, applicant.](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** Tract I will need an access easement to continue using existing driveway.
 - c. **Utilities:** No Comment

3. [4225 Arthur Miller Road | Variance | for a front yard setback variance from 40 feet to 13 feet on a 42.75± acre tract located on the east side of Arthur Miller Road at its terminus | Zoned AR-IV; Tax Parcel 15018 000023 | Proposed use: pole barn | * Commission District 3 | Ned Cagle, applicant.](#)
 - a. **Engineering:** No comment
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4. [1400 Bradford Street | Variance | for a front yard setback variance from 50 feet to 5 feet; right side yard setback variance from 50 feet to 6 feet; and a sign variance on a 7.93± acre tract located on the west side of Bradford Street SW at its intersection with Marler Street | Zoned I-I, R-II, & H-B; Tax Parcel 00031 001001 | Proposed use: monument sign | ** Commission District 4 | Patrick Ceska, applicant.](#)
 - a. **Engineering:** No comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

5. [4425 & 4465 Peckerwood Road | Use Subject to Planning Commission Approval | 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, applicant.](#)
 - a. **Engineering:** FEMA and Hall County studied Flood plains present on site. Show stream buffer and impervious setback from wretched vegetation not center line of stream. Stormwater will be required if site has commercial use.
 - b. **Traffic:** No Comment
 - c. **Utilities:** No sewer available, need septic systems.

6. [4240 Winder Highway | Amend Conditions | of a Planned Office Development \(POD\) on a 7.03± acre tract located on the west side of Winder Highway approximately 975 feet from its intersection with Martin Road | Zoned POD; Tax Parcel 15044B000009 | Proposed use: mixed offices | ** Commission District 1 | Maroun Aoun, 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 Comment
 - c. **Utilities:** City of Oakwood sewer.

7. [8730 Forrester Road | Variance | for a road frontage variance from 50 feet to 0 feet 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 | Steven & Holly Crumley, applicants.](#)
 - 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 Comment
 - c. **Utilities:** No Comment

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Friday, March 31, 2023 3:34 PM
To: Randi Doveton (CDI: Planning)
Cc: Anael Dominguez (CDI: Planning)
Subject: Fire Comments

Tentative Agenda and Maps for the **Monday, April 17th, 2023** Hall County Planning Commission Meeting.

1. [8730 Forrester Road | Variance | for a road frontage variance from 50 feet to 0 feet 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 | Steven & Holly Crumley, applicants.](#)

The Hall County Fire Marshal's Office has no comments regarding the property subdivision as proposed.

**Thanks
Lt. John Hornick
Hall County Fire Service**

REGISTERED PROFESSIONAL
LAND SURVEYORS
P.O. BOX 256
GAINESVILLE, GA 30603
PHONE: (770) 532-6492
WWW.PATTONSURVEYING.COM
LAND SURVEYS
CONSULTANTS OF AUTHORIZATION
NUMBER LSF 001023

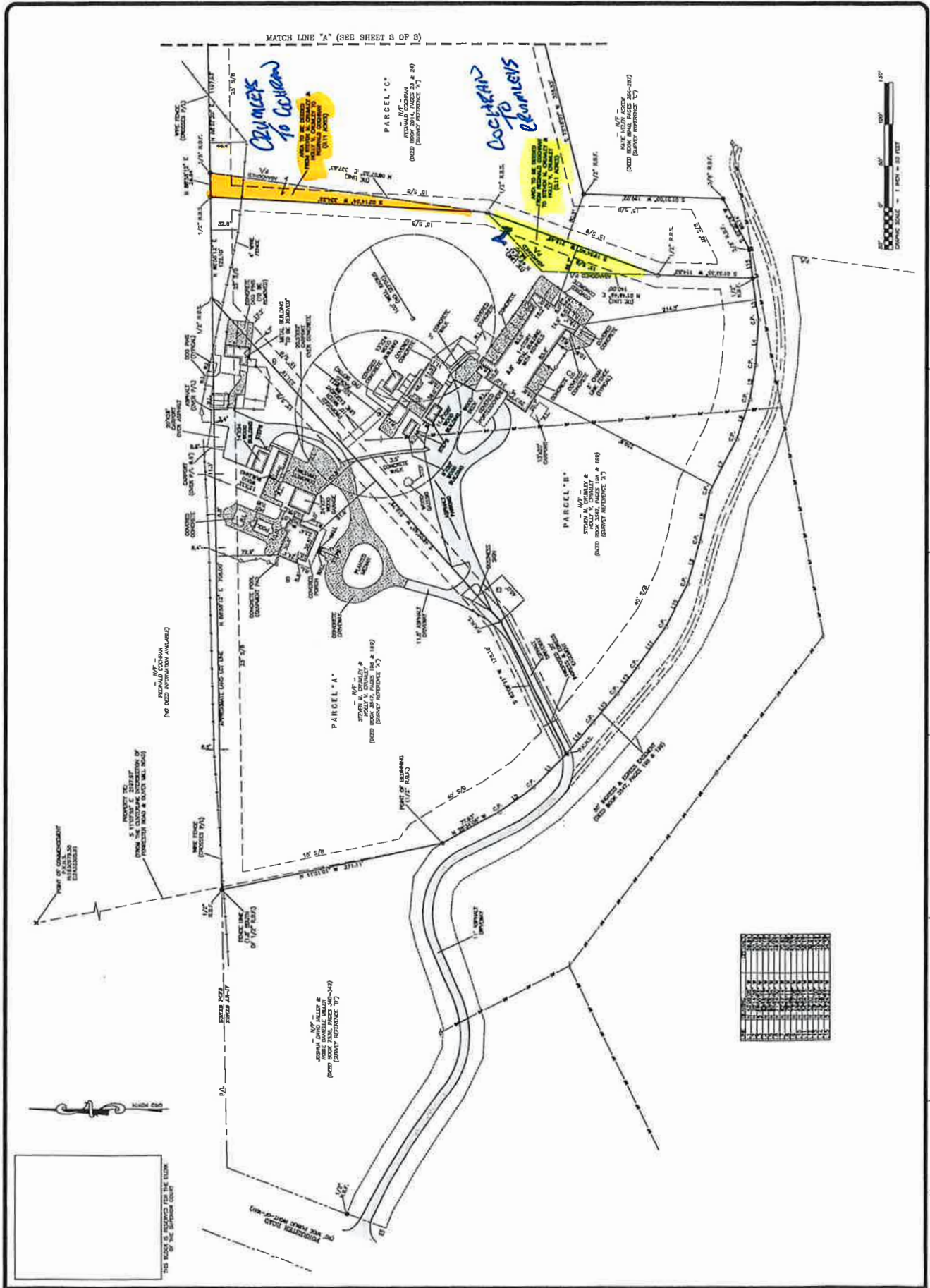


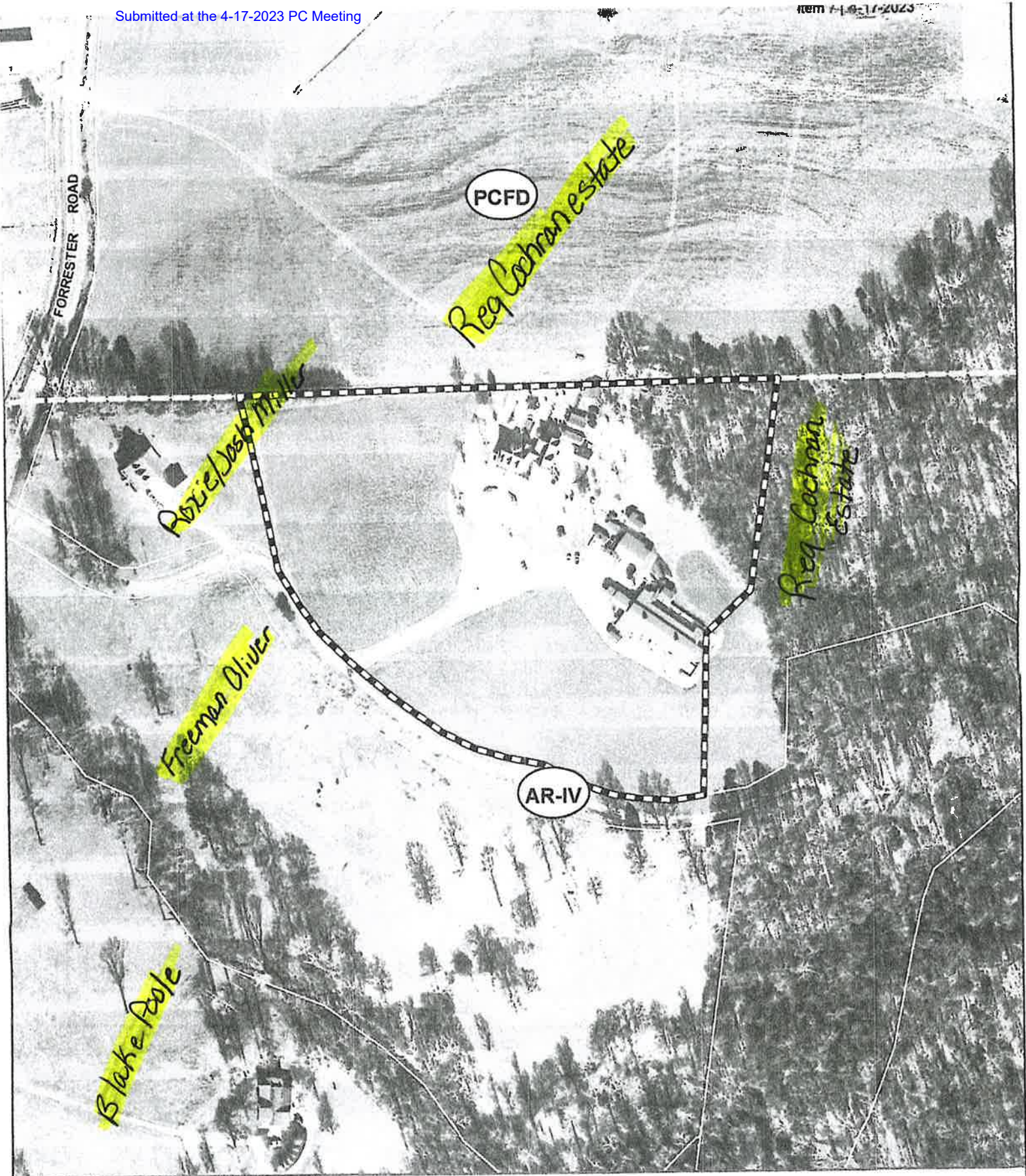
DATE	
BY	
REVISIONS	

STEVEN M. CRUMLEY &
REGINALD COCHRAN
- LOCATED IN -
12TH LAND DISTRICT
HALL COUNTY, GEORGIA
SURVEY NUMBER 198

NO.	DATE	DESCRIPTION

SHEET NUMBER
2 of 3
SCALE: 1" = 50'
SURVEY DATE: 02/20/2023
PLAT DATE: 03/01/2023
JOB NO.:
J.N. 22-199





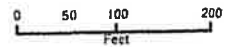
Applicant: STEVEN AND HOLLY CRUMLEY




Tax Parcel #: 12128 000009

Location: 8730 FORRESTER ROAD, LULA, GA 30554

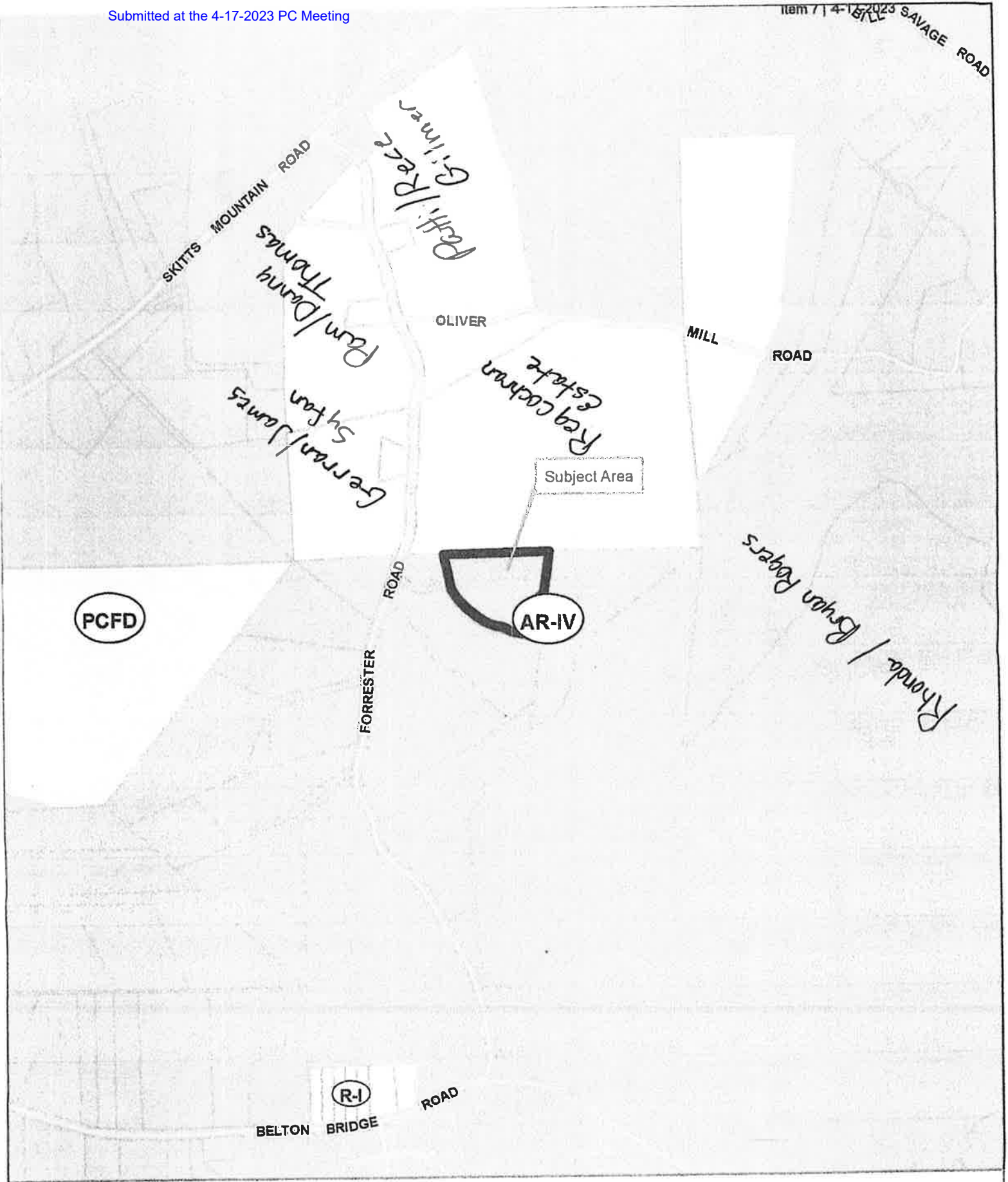
Commission District 3

PC Mtg. Date: 04/17/2023

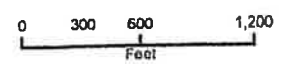


-  Zoning Boundary
-  City Limits
-  Subject Area





Applicant: STEVEN AND HOLLY CRUMLEY
Tax Parcel #: 12128 000009
Location: 8730 FORRESTER ROAD, LULA, GA 30554
Commission District 3 **PC Mtg. Date:** 04/17/2023



- Zoning Boundary
- City Limits
- Subject Area
- Structure



To whom it may concern,

I am a neighbor to Steve and Holly Crumley. I understand that they need a variance in order to split their property in half to separate the home from the business. I'm in favor of this variance.

Signature: Rhonda Rogers / Brian K Rogers

Name: Rhonda Rogers / Brian K Rogers

Address: 8980 Oliver Mill Rd, Lula, Ga. 30554

Signature: Danny Thomas / Pam C Thomas

Name: Danny Thomas Pam C Thomas

Address: 8825 Forrester Rd, Lula, GA 30534

Signature: Reece and Patti Gilmer Patti Gilmer

Name: Reece Gilmer and Patti Gilmer

Address: 8856 Forrester Rd. Lula, Georgia 30554

Signature: Gerran Syfan GPA/Gr

Name: Gerran and James Syfan

Address: 8769 Forrester Road
Lula, GA 30554

Signature: Gerran Syfan / EX Estate of Reginald Cochran

Name: Gerran Syfan

Address: 8806 Forrester Road
Lula, GA 30554

Blake Poole
8650 Forrester Rd.
Lula, GA 30534

Hall County Planning Commissioners,

I am a neighbor to Steve and Holly Crumley. I understand that they need a variance in order to split their property in half to separate the home from the business. I am not opposed to this variance.

Name: Freeman Oliver

Signature: *Freeman Oliver*

Address: 8714 Forrester Rd. Lula, GA 30554

Name: Josh + Roxie Miller

Signature: *Roxie Miller*

Address: 8738 Forrester Rd. Lula, GA 30554

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY
APPLICANT: *Stevena Holly Crumley*
REQUEST: *Variance to allow a reduction in required road footage from 50 to 0 feet*
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION COUNTY COMMISSION
Date: *4/17/23* Date: *4/25/23*
Time: *5:15* Time: *6:00*
HALL COUNTY GOVERNMENT CENTER, 205 BROWN BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL: (770) 531-6809

BED & BISCUIT INN
Dog Boarding
Where Our Guest Suffer from Dog Mischief Comfort!
8730 Forrester Road

Cavaliers by Crumley
Ruff on Birds

Mar 29, 2023 10:22:01
8725 Forrester Road
Lula
Hall County
Georgia

Amendment to 8730 Forrester Road Appeal

Please consider the following information in considering the appeal for the currently-approved variance at 8730 Forrester Road in regard to road frontage.

Currently, as confirmed by Mrs. Randi Doveton, the property at 8730 Forrester Road is in compliance with Hall County Ordinances in regard to road frontage requirements.

Further, as confirmed by Mrs. Randi Doveton, the records surrounding the property were in disarray, but it has been confirmed that the lot that is now 8730 Forrester Road was created by deed in 1999, and did exist as a stand-alone lot before 1999.

Pursuant to Hall County Ordinance Section 17.20.1310, a variance will not be granted where the unique conditions of the property are a result of any action on part of the property owner.

On the application presented for the variance, the property owner makes no representation in regard to the creation of the unique condition.

But for the property owner's desire to subdivide and subsequently sell the property at 8730 Forrester Road, there would be no need for the variance.

But for the property owner's desire to subdivide the property, there would be no need for the variance (because the currently property is in compliance, as previously mentioned), which would be required if the property were to be subdivided.

The need for the variance is therefore a result of "any action" by the property owner.

Further, in 2008, the County denied a similar application where an individual had subdivided his property and subsequently did not retain proper road frontage on one of the new lots. The full story is available [here](#):

- <https://www.gainesvilletimes.com/news/landlocked-landowner-gets-little-sympathy-from-hall-county-planning-commission/>



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 184/2023

SUBJECT: Approve the award of Task Order #2023-030 Government Center Parking Lot Paving for Public Works & Utilities to Georgia Paving of Duluth, GA. The estimated cost is \$713,991.00.

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: BN
Recommendation: Approve

Purpose of Request:

Approve the award of Task Order #2023-030 Government Center Parking Lot Paving for Public Works & Utilities to Georgia Paving of Duluth, GA. The estimated cost is \$713,991.00.

History:

The drive has not been resurfaced since Hall County Government moved to the vacant building at 2875 Browns Bridge Road, Gainesville, GA, around September 2012. The parking lots and drive aisles must be resurfaced and the base repaired in various areas.

Facts and Issues:

The task order is a part of RFQ/P #43-014 Demand Services for Minor Resurfacing, Paving, and Sealcoating.

Public Works recommends Georgia Paving for this Task Order based on response time and the Vendor's availability schedule. Allied Paving is performing several jobs for Hall County, and Public Works would like to ensure the completion of them prior to the end of the current Fiscal Year. The work is anticipated to begin in late April/Early May, pending the roof contractor's demobilization schedule.

The scope of work includes milling, patching, paving, striping, and installing speed tables to replace existing speed bumps.

Options:

Funding Requested \$ 713,991.00
Are funds within current budget? Yes
Source of Funds SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? Yes
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

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

Attachments:

- Financial Supplement
- T.O. 2023-030 Bid Tab
- T.O. 2023-030 Allied Paving Proposal
- T.O. 2023-030 Georgia Paving Proposal



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

AGENDA ITEM 184/2023

Funds Requested: \$ 713,991.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	028 - SPLOST VIII	1869 - SP-VIII BLDG CONST PROJ.	5002 - BUILDING/CONSTRUCTION	\$255,000.00
2023	028 - SPLOST VIII	1800 - SP-VIII HCGC CAMPUS IMPROVEMENTS	5002 - BUILDING/CONSTRUCTION	\$458,991.00

Budget Transfer Items:

Additional Information/Comments:

Enterprise ERP Coding: 324-1565-541300-0000- HCGCOTHER-1565-541300- , 324-1575-541300-0000-
VARCONST-1575-541300-

Contact for Questions: BN

Phone: 770-531-6800

T.O. #2023-030

Government Center Parking Lot Paving

Georgia Paving Duluth, GA	Allied Paving Pendergrass, GA
--------------------------------------	------------------------------------------

Task #	ITEM DESCRIPTION	PRICE	PRICE
1	Parking Stalls	\$509,660.00	\$495,495.00
2	Roadway	\$177,331.00	\$159,831.00
3	Traffic Control	\$5,000.00	\$15,840.00
4	Striping Paint	\$7,000.00	\$8,568.00
5	Remove Speed Humps and Replace with tables	\$15,000.00	\$18,000.00
	Total	\$713,991.00	\$697,734.00

3625 Buford Hwy
Duluth, GA 30096



Hannah Livingston
Direct: (404) 229-7957
Office: (770) 623-0453
Hannah@georgiapaving.com

JOB NAME	Hall County Government Center	JOB #	DATE	4/3/2023
LOCATION	2875 Browns Bridge Road	CLIENT		
CONTACT	Blair Reynolds	ADDRESS		
PHONE	770-531-6800			
EMAIL	breynolds@hallcounty.org			

We hereby submit specifications & estimates for the following:

SCOPE OF WORK:

- MILL SURFACE TO A DEPTH OF 2" & HAUL FROM SITE.
- PATCH SELECTED DAMAGED AREAS UP TO 3" OF 19mm BINDER COURSE WITH HYDRATED LIME.
- APPLY BITUMINOUS ASPHALT TACK COAT.
- PLACE & COMPACT UP TO 2" OF 9.5mm TYPE II ASPHALT SURFACE COURSE WITH HYDRATED LIME.
- APPLY ALL NECESSARY PAVEMENT MARKINGS.
- REMOVAL & REPLACEMENT OF UNSUITABLE SUBGRADE MATERIAL TO BE AT ADDITIONAL COST.

ITEM #1: Parking Stalls

Various Milling.....	17,550	SY	
9.5mm.....	1,930	TN	
Patching-Estimate.....	1,158	TN	
TOTAL COST ITEM #1.....			\$509,660.00

ITEM #2: Roadway

Various Milling.....	5,670	SY	
9.5mm.....	623	TN	
Patching-Estimate.....	373	TN	
TOTAL COST ITEM #2.....			\$177,331.00

ITEM #3: Traffic Control

TOTAL COST ITEM #3.....\$5,000.00

ITEM #4: Striping-Paint

TOTAL COST ITEM #4.....\$7,000.00

ITEM #5: Remove (3) speed humps along the roadway and replace them with three (3) speed tables
Remove & reinstall (6) tubular delineators at the entrance to the first parking lot once the work is complete

TOTAL COST ITEM #5.....\$15,000.00

- *OWNERS RESPONSIBLE FOR CLEARING REPAIR AREAS OF ALL CARS, DUMPSTERS, ETC., PRIOR TO JOB STARTING.
- *OWNER RESPONSIBLE FOR TOWING COST OF CARS FROM WORK AREA.
- *OWNER RESPONSIBLE FOR SHUTTING OFF IRRIGATION NEAR WORK AREA DURING STRIPING PORTION OF JOB.
- *PROPOSAL BASED ON COMPLETING DURING NORMAL BUSINESS HOURS.

*DUE TO THE UNSTABLE PETROLEUM MARKET, ALL PRICES ARE SUBJECT TO INCREASE IF WORK NOT COMPLETED WITHIN 30 DAYS FROM THE DATE OF THIS PROPOSAL.

WE PROPOSE

to furnish material & labor in accordance with the above specifications, for the sum of:

\$ 713,991.00 *

There shall be a one (1) year guarantee on all material and workmanship, except that as applied to cracks. The guarantee shall be limited to the replacement and application of materials. Prices subject to change due to unstable petroleum market.

AUTHORIZED SIGNATURE

ACCEPTANCE OF PROPOSAL The above prices and specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal void if not signed & returned within 15 days of the proposal date. Payment will be made as outlined above. Legal & court costs incurred in the collection of monies owed according to this contract will be borne by the customer. Interest of 1.5 % per month will be charged on accounts over 30 days.

Date of Acceptance _____

SIGNATURE _____

3625 Buford Hwy
Duluth, GA 30096



Hannah Livingston
Direct: (404) 229-7957
Office: (770) 623-0453
Hannah@georgiapaving.com

JOB NAME	Hall County Government Center	JOB #	DATE	4/3/2023
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TOTAL COST ITEM #3.....\$5,000.00

ITEM #4: Striping-Paint

TOTAL COST ITEM #4.....\$7,000.00

ITEM #5: Remove (3) speed humps along the roadway and replace them with three (3) speed tables
Remove & reinstall (6) tubular delineators at the entrance to the first parking lot once the work is complete

TOTAL COST ITEM #5.....\$15,000.00

- *OWNERS RESPONSIBLE FOR CLEARING REPAIR AREAS OF ALL CARS, DUMPSTERS, ETC., PRIOR TO JOB STARTING.
- *OWNER RESPONSIBLE FOR TOWING COST OF CARS FROM WORK AREA.
- *OWNER RESPONSIBLE FOR SHUTTING OFF IRRIGATION NEAR WORK AREA DURING STRIPING PORTION OF JOB.
- *PROPOSAL BASED ON COMPLETING DURING NORMAL BUSINESS HOURS.

*DUE TO THE UNSTABLE PETROLEUM MARKET, ALL PRICES ARE SUBJECT TO INCREASE IF WORK NOT COMPLETED WITHIN 30 DAYS FROM THE DATE OF THIS PROPOSAL.

WE PROPOSE

to furnish material & labor in accordance with the above specifications, for the sum of:

\$ 713,991.00 *

There shall be a one (1) year guarantee on all material and workmanship, except that as applied to cracks. The guarantee shall be limited to the replacement and application of materials. Prices subject to change due to unstable petroleum market.

AUTHORIZED SIGNATURE

ACCEPTANCE OF PROPOSAL The above prices and specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal void if not signed & returned within 15 days of the proposal date. Payment will be made as outlined above. Legal & court costs incurred in the collection of monies owed according to this contract will be borne by the customer. Interest of 1.5 % per month will be charged on accounts over 30 days.

Date of Acceptance _____

SIGNATURE _____



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 172/2023

SUBJECT: Approval and authorization for the Chairman to execute a Resolution ratifying all land acquisitions for Public Works and Utilities projects from September 22, 2022 through April 23, 2023; and any and all documents necessary to effectuate the land acquisition, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: BN

Recommendation:

Approve

Purpose of Request:

Approval and authorization for the Chairman to execute a Resolution ratifying all land acquisitions for the Department of Public Works and Utilities' projects from September 22, 2022, through April 23, 2023, and any and all documents necessary to effectuate the land acquisition, subject to approval by the County Attorney.

History:

Hall County is in the process of acquiring land for the Sardis Road Connector Project and other public works projects, and it is necessary that previously-approved land acquisitions be ratified by the Board of Commissioners during a public meeting in order to place the land acquisitions on the County's Minutes.

Facts and Issues:

Hall County Department of Public Works and Utilities intends to periodically place land acquisition matters on the Board's agenda in order to complete the process necessary for such land acquisitions.

Options:

For the Board's convenience, all land acquisitions for the period in question will be considered for ratification instead of considering each land acquisition individually.

Funding Requested

\$ 92,800.00

Are funds within current budget?

Yes

Source of Funds

SPLOST VII / 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?

Approvals:

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

Attachments:

Financial Supplement
Resolution
Exhibit A



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

AGENDA ITEM 172/2023

Funds Requested: \$ 92,800.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VII / SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2021	027 - SPLOST VII	915 - SP-VII SARDIS RD CONN RO	5001 - LAND	\$8,000.00
2022	027 - SPLOST VII	915 - SP-VII SARDIS RD CONN RO	5001 - LAND	\$29,800.00
2023	028 - SPLOST VIII		5001 - LAND	\$55,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions:

Phone:

None

RESOLUTION

A RESOLUTION TO RATIFY AND AFFIRM ALL ACTIONS TAKEN THUS FAR IN FURTHERANCE OF THE SARDIS ROAD CONNECTOR PROJECT AND FOR SUCH OTHER PURPOSES.

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

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

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

WHEREAS, on August 14, 2019, Hall County, Georgia (the “County”) issued a request for bids and proposals (the “RFP”) soliciting submissions from firms that are interested in and capable of performing turnkey right-of-way acquisition services necessary for the construction of the Project; and

WHEREAS, on November 14, 2019, the Board of Commissioners of Hall County (the “Board”) awarded the project described in the RFP to Croy Engineering, LLC (“Croy”) and contracted with Croy Engineering, LLC (“Croy”) for Croy to act as the County’s agent and negotiate and coordinate the acquisition of the parcels and easements necessary for the completion of the Project on behalf of the County, with such award and contract amended by change order approved by the Board on September 9, 2021 (collectively, the “Croy Award”); and

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

WHEREAS, on June 25, 2020, the Board approved that certain Contract for Acquisition of Right-of-Way: Federal or State-Aid Project (the “GDOT Agreement”), by and between the County and GDOT, pursuant to which the Board agreed that the County would acquire by purchase or condemnation certain parcels necessary for the Project, some of which would be owned by the County and some of which shall ultimately be owned by GDOT; and

WHEREAS, the Board approved a budget for the Project submitted by the Chief Engineer of Hall County (the “Chief Engineer”), which budget included funding for acquisition of parcels and easements necessary to complete the Project by negotiated sale (the “Project Budget”); and

WHEREAS, the parcels set forth in Exhibit A have been settled and resolved, said parcels

are denoted on the plans for the Sardis Road Connector Project, and are identified in Exhibit A attached hereto and made a part hereof, which details the property owner, property address, as well as any purchase amount, housing supplement, moving expenses, or additional costs; and

WHEREAS, the funds spent to purchase the Parcels were within the Project Budget; and

WHEREAS, on September 22, 2022, the Board passed a Resolution approving and authorizing all actions taken in furtherance of the Sardis Road Connector Project and authorized the execution of any and all additional documents necessary to effectuate the ratification and affirmation of the same; and

WHEREAS, the Board desires to ratify, approve, and affirm all actions taken by the County Attorney, the Chief Engineer, Croy, Stewart, Melvin, and Frost, LLP (“SMF”) and any other agents of the County acting under the direction of the County Attorney and/or the Chief Engineer, since September 22, 2022, to affect the purchase and/or negotiated settlement of the parcels as denoted on Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED by the Board, in regular session, as the managing and controlling body of the County, and it is hereby resolved by authority of the same as follows:

Section 1. All actions taken on behalf of the County by the County Attorney, Chief Engineer, Hall County Public Works, Croy, SMF, and other agents of the County acting under the direction of the County Attorney or the Chief Engineer in furtherance of the Project prior to the effective date of this Resolution, including the purchase of the parcels and the negotiated settlement of parcels set forth on Exhibit A, are hereby approved, ratified, and affirmed.

Section 2. The Board hereby approves, ratifies, and affirms the acquisition of any other interests in property necessary and proper for the construction of the Project which may have been acquired or have a negotiated settlement prior to the effective date of this Resolution.

Section 4. If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Resolution shall be declared invalid or unconstitutional by any court of competent jurisdiction or if the provisions of any part of this Resolution as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such invalidity shall not be construed to affect the portions of this Resolution not so held to be invalid. It is hereby declared to be the intent of the Board to provide for separable and divisible parts, and it does hereby adopt any and all parts hereof as may not be held invalid for any reason.

This Resolution is adopted in regular session of the Board, this ____ day of April, 2023, to become effective immediately upon its execution, the public health, safety, and general welfare demanding it.

**HALL COUNTY BOARD OF
COMMISSIONERS**

Richard Higgins, Chairman

ATTEST:
Jennifer Rivera, Clerk

Approved as to form:

County Attorney
William J. Linkous, III

GEORGIA, HALL COUNTY.

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

I further certify that the foregoing pages constitute a true, correct, and exact copy of a Resolution passed by the Board on _____, 2023, and that the original of said Resolution is on file in the Hall County Commission Office, Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia 30504.

Given under my hand and seal of Hall County, Georgia this ____ day of April, 2023.

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

(SEAL OF HALL COUNTY)

EXHIBIT A

Parcel No.	Owner Information	Settlement Amount	Housing Supplement	Moving Expense	Closing Cost/ Other
5	Mario Contreras 2805 Fran Mar Drive	\$29,800.00	N/A	N/A	N/A
59	Bethlehem Tabernacle 4020 Ledan Road	\$500.00	N/A	N/A	N/A
70	Sardis Ledan LLC (8) 3246 Sardis Road (second transaction)	\$7,500.00	N/A	N/A	N/A
71HOA	Chimney's Homeowners Association, Inc.	\$55,000.00	N/A	N/A	N/A



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 171/2023

SUBJECT: Approve the release of a \$451,409.00 Guaranty Performance/Maintenance Agreement for the streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 1. Commission District 1.

Meetings:

Work Session Date: 04/24/23 **Voting Meeting Date:** 04/25/23

Executive Summary:

Presenter: BN

Recommendation:
Approve

Purpose of Request:
Approve the release of a \$451,409.00 Guaranty Performance/Maintenance Agreement for the Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 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

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Payment Receipt from Hall County

Bond

Final Plat Information

Hall Public Works Development Review

Payment Receipt

Case No : HPW2019-00021
Transaction No : 00000020060400018058

Name : CAMBRIDGE S/D FINAL PLAT PH 1 & 2
Address : 6732 SPOUT SPRINGS ROAD , FLOWERY BRANCH 30542

Description: Subdivision final plat

Parcel#: 15042 000020

Description	Date Paid	Amount Due	Amount Paid
Bond Deposit Fee	8/15/2022	650.00	650.00
Check/Receipt Number #:1150	Total :	\$650.00	\$650.00

THIS DOCUMENT HAS A COLORED BACKGROUND AND HIGH RESOLUTION BORDER. THE REVERSE SIDE OF THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK

BCVP2 Spout Springs LLC
3390 Peachtree Rd NE
Ste 100
Atlanta, GA 30326

Western Alliance Bank

1150

Date 8/12/2022

Pay to the
Order of

Hall County

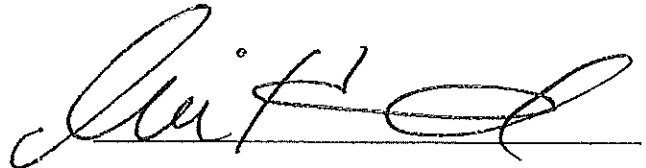
\$ **650.00

SIX-HUNDRED-FIFTY AND 00/100*****

Dollars

Hall County
2875 Brown Bridge Rd
Gainesville, GA 30504

Memo Bond Renewal - Cambridge / Spout Springs



⑈001150⑈ ⑆122105980⑆ 8099585979⑈

GENERAL PURPOSE RIDER

To be attached to and form part of Bond Number LICX1177708 effective 8/30/2019
issued by the Lexon Insurance Company
in the amount of 451,409.00 DOLLARS,
on behalf of BCVP2 Spout Springs, LLC
as Principal and in favor of Hall County
as Obligor:

Now, Therefore, It is agreed that:

This rider will change the expiration date as follows:

Current Expiration Date: August 30, 2022

New Expiration Date: August 30, 2023

Cambridge Estates

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This rider is to be effective the 30th day of August, 2022.

Signed, sealed and dated this 8th day of August, 2023.

BCVP2 Spout Springs, LLC (Principal)

By: 

Lexon Insurance Company (Surety)

By: 

Susan Ritter

Attorney-In-Fact

Accepted By:

Hall County



KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hindley, Jason D. Cromwell, James H. Marlin, Barbara Duncan, Mark A. Gildry, Jill Kemp, Lynnette Long, Amy Smith, Deborah Natchlor, Theresa Pickorroll, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Rittor, Ryan Brill, Kelsey Hoagland as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of ONE HUNDRED MILLION Dollars (\$100,000,000.00).





Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.


IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

<p>Endurance Assurance Corporation</p> <p>By: <i>Richard Appel</i> Richard Appel, SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By: <i>Richard Appel</i> Richard Appel, SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By: <i>Richard Appel</i> Richard Appel, SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By: <i>Richard Appel</i> Richard Appel, SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 6/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT ; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15th day of August, 2022

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: lexonClaimsAdministration@sompo-intl.com

Telephone: 615-653-9500 Mailing Address: Sompo International, 12880 Lohanon Road, Mount Juliet, TN 37122-2870

STATE OF GEORGIA,
COUNTY OF HALL

Bond No. LICX1177708

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, BCVP2 Spout Springs, LLC (owner/principal, hereinafter referred to as "Principal"), and Lexon Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of Four Hundred Fifty-One Thousand Four Hundred Nine and 00/100 \$451,409.00* (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns,

WHEREAS, BCVP2 Spout Springs, LLC (principal) is owner of the Subdivision known as Cambridge Estates Subdivision, which subdivision is shown on a plat prepared by Ryan Schuldt, NorthPoint Land Surveying, Georgia Registered Surveyor Number 3219, and

WHEREAS, BCVP2 Spout Springs, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Cambridge Estates Subdivision for recording purposes, and

WHEREAS, BCVP2 Spout Springs, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Cambridge Estates Subdivision for public maintenance (not applicable to private developments); BCVP2 Spout Springs, LLC (principal) and Lexon Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, BCVP2 Spout Springs, LLC (principal) agrees that all construction of the street system of Cambridge Estates

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia. BCVP2 Spout Springs, LLC (principal), and Lexon Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "I" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in Cambridge Estates Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County,

Lexon Insurance Company (surety) shall pay the bond amount to Hall County.

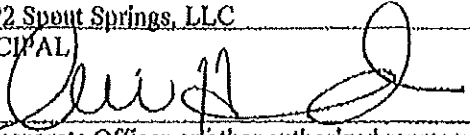
Terms of Guaranty:

BCVP2 Spout Springs, LLC (principal) and Lexon Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by Lexon Insurance Company (surety) from Hall County authorizing release of BCVP2 Spout Springs, LLC (principal) and Lexon Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on August 30, 2019 (Date) and expires on August 30, 2021 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this 30th day of August, 2019.

• BCVP2 Spout Springs, LLC
PRINCIPAL
By: 
(Corporate Officer or other authorized representative)

• Lexon Insurance Company
SURETY
By: Sandra L. Pusinetti
Sandra L. Pusinetti, Attorney-in-Fact
Surety's Address:
10002 Shelbyville Road, Suite 100
Louisville, KY 40223

• Approved:
Hall County
By: _____
(Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.

POWER OF ATTORNEY

11070

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Murlin, Barbara Duncan, Sandra L. Fusinelli, Mark A. Guldry, Jill Kemp, Lynnette Long, Amy Meredith, Deborah Nelchiter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter its true and lawful Attorney(s)-in-fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$10,000,000.00, Ten Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY Brian Beggs
Brian Beggs
President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who he duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR
Notary Public - State of Tennessee
Davidson County
My Commission Expires 5-0-2023

BY Amy Taylor
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 30th Day of August, 2019.



BY Andrew Smith
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

Final Plat Information

Consider release of \$451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 1.

Subject Subdivision is located off of Spout Springs Road.

NAME OF SUBDIVISION: Cambridge
NAME OF OWNER/DEVELOPER: BCVP2 Spout Springs, LLC
ADDRESS: 3390 Peachtree Road NE
Suite 100
Atlanta, GA 30326

TYPE OF MAINTENANCE BOND: Guaranty Performance/Maintenance
DATE OF BOND: August 30, 2019
AMOUNT OF BOND: \$451,409.00

FINANCIAL INSTITUTION: Lexon Insurance Company
AND ADDRESS: 10002 Shelbyville Road
Suite 100
Louisville, KY 40223

Account No.: LICX1177708

COMM.		R/W	LENGTH	WIDTH	TYPE	STATE
DIST.	STREET NAME	IN	IN	IN	OF	REF.
		FEET	FEET	FEET	SURFACE	NO.
1	Cambridge Drive	50	1764	20	P.M.	----
1	Benjamin Drive	50	855	20	P.M.	----
1	Kate Lane	50	313	20	P.M.	----
1	Manchester Drive	50	672	20	P.M.	----

NOTES:

NUMBER OF LOTS: 130
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 53.44 AC



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 169/2023

SUBJECT: Approve the acceptance of a \$451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 1. Commission District 1.

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: BN
Recommendation: Approve

Purpose of Request: Approve the acceptance of a \$451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 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:

Performance/Maintenance Agreement
Final Plat Information

**STATE OF GEORGIA,
COUNTY OF HALL**

BOND #800142774

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, MTS ATL, LLC (owner/principal, hereinafter referred to as "Principal"), and ATLANTIC SPECIALTY INSURANCE COMPANY (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of \$ FOUR HUNDRED FIFTY ONE THOUSAND FOUR HUNDRED NINE DOLLARS & 00/100 \$ 451,409 * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, MTS ATL, LLC (principal) is owner of the Subdivision known as CAMBRIDGE ESTATES Subdivision, which subdivision is shown on a plat prepared by RYAN SCHULDT, NORTH POINT LAND SURVEYING, Georgia Registered Surveyor Number 3219, and

WHEREAS, MTS ATL, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of CAMBRIDGE ESTATES Subdivision for recording purposes, and

WHEREAS, MTS ATL, LLC(principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of CAMBRIDGE ESTATES Subdivision for public maintenance (not applicable to private developments); MTS ATL, LLC (principal) and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, MTS ATL, LLC (principal) agrees that all construction of the street system of CAMBRIDGE ESTATES

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

MTS ATL, LLC (principal), and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in CAMBRIDGE ESTATES Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, ATLANTIC SPECIALTY INSURANCE COMPANY (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:


MTS ATL, LLC (principal) and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by ATLANTIC SPECIALTY INSURANCE COMPANY (surety) from Hall County authorizing release of MTS ATL, LLC (principal) and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on MARCH 12TH, 2023 (Date) and expires on MARCH 12TH, 2025 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this 12TH day of MARCH, 2023.

- MTS ATL, LLC
PRINCIPAL

By: 
(Corporate Officer or other authorized representative)

Principal's Address:

2857 Westport Rd
Charlotte NC 28208

- ATLANTIC SPECIALTY INSURANCE COMPANY
SURETY

By: 
MICHAEL W STELLJES
(Authorized Representative)

Surety's Address:
ONE STATE STREET PLAZA – 31ST FLOOR
NEW YORK, NY 10004

- Approved:
Hall County

By: _____
(Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **John M. Lowry, William Lowry, Steven F. Santee, Michael W. Stelljes, Jessica Macri, William Douglas Lowry,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

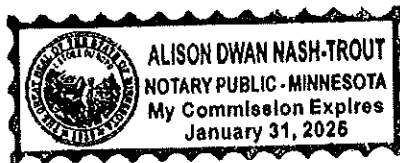


By

Sarah A. Kolar, General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 1/27 day of Jan, 2023



Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025

Final Plat Information

Consider Acceptance of \$451,409.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 1.

Subject Subdivision is located off of Spout Springs Road.

NAME OF SUBDIVISION: Cambridge
NAME OF OWNER/DEVELOPER: MTS ATL, LLC
ADDRESS: 2857 Westport Road
Charlotte, NC 28208

TYPE OF MAINTENANCE BOND: Guaranty Performance/Maintenance
DATE OF BOND: March 12, 2023
AMOUNT OF BOND: \$451,409.00

FINANCIAL INSTITUTION: Atlantic Specialty Insurance Company
AND ADDRESS: One State Street Plaza
31st Floor
New York, NY 10004

Account No.: 800142774

COMM.		R/W	LENGTH	WIDTH	TYPE	STATE
DIST.	STREET NAME	IN	IN	IN	OF	REF.
		FEET	FEET	FEET	SURFACE	NO.
1	Cambridge Drive	50	1764	20	P.M.	----
1	Benjamin Drive	50	855	20	P.M.	----
1	Kate Lane	50	313	20	P.M.	----
1	Manchester Drive	50	672	20	P.M.	----

NOTES:

NUMBER OF LOTS: 130
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 53.44 AC



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 170/2023

SUBJECT: Approve the release of a \$326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 3. Commission District 1.

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: BN
Recommendation: Approve

Purpose of Request: Approve the release of a \$326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 3.

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Budget	Finance
WS	BN	EW	WG
Attorney	Administration		Clerk

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Payment Receipt to Hall County
Performance Maintenance Agreement
Final Plat Information

Hall Public Works Development Review

Payment Receipt

Case No : HPW2021-00045
Transaction No : 00000020060400016408

Name : CAMBRIDGE PH.3 FINAL PLAT
Address : 6700 SPOUT SPRINGS ROAD , FLOWERY BRANCH 30542

Description:

Parcel#: 15042 000020

Description	Date Paid	Amount Due	Amount Paid
Bond Deposit Fee	12/9/2021	650.00	650.00
Check/Receipt Number #:1624	Total :	\$650.00	\$650.00

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 13 SECURITY FEATURES

Crestline Engineering, PLLC
4651 Woodstock Road, Ste 208-106
Roswell, GA 30075
770.868.7591

Chase
JPMorgan Chase, N.A.
www.chase.com

No. 1624

Date

Pay To The Order Of Hill County

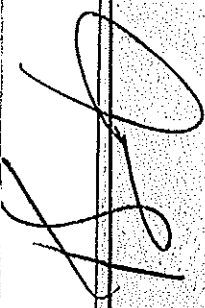
SIX HUNDRED FIFTY AND 00/100

\$ 650.00

Dollars

Memo: CAMPBELL PHASE 3 PAT

⑈000001624⑈ ⑆111000614⑆ 160005050



STATE OF GEORGIA,
COUNTY OF HALL

Bond No. LICX1211491

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, BCVP2 Spout Springs LLC (owner/principal, hereinafter referred to as "Principal"), and Lexon Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of \$ 326,569.00* (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, BCVP2 Spout Springs LLC (principal) is owner of the Subdivision known as Cambridge Subdivision Phase III Subdivision, which subdivision is shown on a plat prepared by Northpoint Land Surveying, GA RLS: Ryan Schuldt, Georgia Registered Surveyor Number 3219, and

WHEREAS, BCVP2 Spout Springs LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Cambridge Subdivision Phase III Subdivision for recording purposes, and

WHEREAS, BCVP2 Spout Springs LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Cambridge Subdivision Phase III Subdivision for public maintenance (not applicable to private developments);

BCVP2 Spout Springs LLC (principal) and Lexon Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, BCVP2 Spout Springs LLC (principal) agrees that all construction of the street system of Cambridge Subdivision Phase III Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

BCVP2 Spout Springs LLC (principal), and Lexon Insurance Company (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in Cambridge Subdivision Phase III Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, Lexon Insurance Company (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

BCVP2 Spout Springs LLC (principal) and Lexon Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by Lexon Insurance Company (surety) from Hall County authorizing release of BCVP2 Spout Springs LLC (principal) and Lexon Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on December 6, 2021 (Date) and expires on December 6, 2023 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinelli, Mark A. Guldry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Nelchler, Theresa Pickerrell, Sheryon Quinn, Both Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt as true and lawful Attorney(s)-in-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).





Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

<p>Endurance Assurance Corporation</p> <p>By: <i>Richard Appel</i></p> <p>Richard Appel, SVP & Senior Counsel</p> 	<p>Endurance American Insurance Company</p> <p>By: <i>Richard Appel</i></p> <p>Richard Appel, SVP & Senior Counsel</p> 	<p>Lexon Insurance Company</p> <p>By: <i>Richard Appel</i></p> <p>Richard Appel, SVP & Senior Counsel</p> 	<p>Bond Safeguard Insurance Company</p> <p>By: <i>Richard Appel</i></p> <p>Richard Appel, SVP & Senior Counsel</p> 
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ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she/they are the officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*

Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
- The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

*RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 6th day of December, 2021.

By: *Daniel S. Loria*

Daniel S. Loria, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website - <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 616-663-9600 Mailing Address: Sompo International; 12896 Lebanon Road; Mount Juliet, TN 37122-2670

Final Plat Information

Consider release of \$326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 3.

Subject Subdivision is located off of Spout Springs Road.

NAME OF SUBDIVISION: Cambridge
NAME OF OWNER/DEVELOPER: BCVP2 Spout Springs, LLC
ADDRESS: 3390 Peachtree Road NE
Suite 100
Atlanta, GA 30326

TYPE OF MAINTENANCE BOND: Guaranty Performance/Maintenance
DATE OF BOND: December 6, 2021
AMOUNT OF BOND: \$326,569.00

FINANCIAL INSTITUTION: Lexon Insurance Company
AND ADDRESS: 10002 Shelbyville Road
Suite 100
Louisville, KY 40223

Account No.: LICX1211491

COMM.		R/W	LENGTH	WIDTH	TYPE	STATE
DIST.	STREET NAME	IN	IN	IN	OF	REF.
		FEET	FEET	FEET	SURFACE	NO.
1	Cambridge Drive	50	556	20	P.M.	----
1	Lancelot Court	50	241	20	P.M.	----
1	Manchester Drive	50	1368	20	P.M.	----

NOTES:

NUMBER OF LOTS: 62
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 23.84 AC



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 168/2023

SUBJECT: Approve the acceptance of a \$326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 3. Commission District 1.

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: BN
Recommendation: Approve

Purpose of Request: Approve the acceptance of a \$326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 3.

History:

Facts and Issues:

Options:

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

Approvals:

Submit	Approve	Budget	Finance
WS	BN	EW	WG

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Performance/Maintenance Agreement
Final Plat Information

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, MTS ATL, LLC (owner/principal, hereinafter referred to as “Principal”), and ATLANTIC SPECIALTY INSURANCE COMPANY (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as “Surety”), are held and bound unto Hall County, Georgia in the sum of THREE HUNDRED TWENTY SIX THOUSAND FIVE HUNDRED SIXTY NINE DOLLARS & 00/100 \$ 326,569.00 * (hereinafter referred to as “bonded amount”) for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, MTS ATL, LLC (principal) is owner of the Subdivision known as CAMBRIDGE ESTATES PHASE III Subdivision, which subdivision is shown on a plat prepared by RYAN SCHULDT, NORTH POINT LAND SURVEYING, Georgia Registered Surveyor Number 3219, and

WHEREAS, MTS ATL, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of CAMBRIDGE ESTATES PHASE III Subdivision for recording purposes, and

WHEREAS, MTS ATL, LLC(principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of CAMBRIDGE ESTATES PHASE III Subdivision for public maintenance (not applicable to private developments); MTS ATL, LLC (principal) and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, MTS ATL, LLC (principal) agrees that all construction of the street system of CAMBRIDGE ESTATES PHASE III

Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

MTS ATL, LLC (principal), and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) agree to the following:

Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in CAMBRIDGE ESTATES Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, ATLANTIC SPECIALTY INSURANCE COMPANY (surety) shall pay the bond amount to Hall County.


Terms of Guaranty:

MTS ATL, LLC (principal) and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by ATLANTIC SPECIALTY INSURANCE COMPANY (surety) from Hall County authorizing release of MTS ATL, LLC (principal) and ATLANTIC SPECIALTY INSURANCE COMPANY (surety) from this Guaranty Agreement.


NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on MARCH 12TH, 2023 (Date) and expires on MARCH 12TH, 2025 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When

the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this 12TH day of MARCH, 2023.

- MTS ATL, LLC
PRINCIPAL
By: 
(Corporate Officer or other authorized representative)

Principal's Address:
2857 Westport Rd
Charlotte NC 28208

- ATLANTIC SPECIALTY INSURANCE COMPANY
SURETY

By: MICHAEL W STELLJES
(Authorized Representative)

Surety's Address:
ONE STATE STREET PLAZA – 31ST FLOOR
NEW YORK, NY 10004

- Approved:
Hall County
By: _____
(Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **John M. Lowry, William Lowry, Steven F. Santee, Michael W. Stelljes, Jessica Macri, William Douglas Lowry,** each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

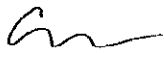
Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

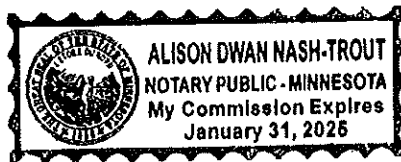
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By 
Sarah A. Kolar, General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 1/27 day of my 2023



This Power of Attorney expires
January 31, 2025


Kara Barrow, Secretary

Final Plat Information

Consider Acceptance of \$326,569.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Cambridge Subdivision Phase 3.

Subject Subdivision is located off of Spout Springs Road.

NAME OF SUBDIVISION: Cambridge
NAME OF OWNER/DEVELOPER: MTS ATL, LLC
ADDRESS: 2857 Westport Road
Charlotte, NC 28208

TYPE OF MAINTENANCE BOND: Guaranty Performance/Maintenance
DATE OF BOND: March 12, 2023
AMOUNT OF BOND: \$326,569.00

FINANCIAL INSTITUTION: Atlantic Specialty Insurance Company
AND ADDRESS: One State Street Plaza
31st Floor
New York, NY 10004

Account No.: 800142775

COMM.		R/W	LENGTH	WIDTH	TYPE	STATE
DIST.	STREET NAME	IN	IN	IN	OF	REF.
		FEET	FEET	FEET	SURFACE	NO.
1	Cambridge Drive	50	556	20	P.M.	----
1	Lancelot Court	50	241	20	P.M.	----
1	Manchester Drive	50	1368	20	P.M.	----

NOTES:

NUMBER OF LOTS: 62
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 23.84 AC



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (04/24/23)

REPORT TO: Voting Meeting (04/25/23)

ITEM NO: 165/2023

SUBJECT: Approve the acceptance of a \$320,179.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Estates at Old Friendship Subdivision. Commission District 1.

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: BN
Recommendation: Approve

Purpose of Request:
 Approve the Acceptance of a \$320,179.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Estates at Old Friendship Subdivision. Commission District 1

History:

Facts and Issues:

Options:

Funding Requested	\$ 0.00
Are funds within current budget?	No
Source of Funds	
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
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:

Performance Maintenance Agreement
Final Plat

GUARANTY PERFORMANCE/MAINTENANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, Century Communities of Georgia, LLC (owner/principal, hereinafter referred to as "Principal"), and NGM Insurance Company (surety), a company entitled and licensed to do business as a surety in the State of Georgia and Hall County, (hereinafter referred to as "Surety"), are held and bound unto Hall County, Georgia in the sum of \$320,179.00 (Three Hundred Twenty Thousand One Hundred Seventy Nine and 00/100 Dollars) * (hereinafter referred to as "bonded amount") for payment of which we bind ourselves, our heirs, executors, administrators and assigns.

WHEREAS, Century Communities of Georgia, LLC (principal) is owner of the Subdivision known as Estates at Old Friendship / Unit 2 Subdivision, which subdivision is shown on a plat prepared by Ringo Abernathy & Associates / Kevin V. Ringo, Georgia Registered Surveyor Number 2278, and

WHEREAS, Century Communities of Georgia, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to approve the street system shown on the Final Plat of Estates at Old Friendship / Unit 2 Subdivision for recording purposes, and

WHEREAS, Century Communities of Georgia, LLC (principal) wishes to induce the Board of Commissioners of Hall County, Georgia to accept the streets shown on the Final Plat of Estates at Old Friendship / Unit 2 Subdivision for public maintenance (not applicable to private developments); Century Communities of Georgia, LLC (principal) and NGM Insurance Company (surety) agree in consideration of the foregoing,

NOW, THEREFORE BE IT RESOLVED, Century Communities of Georgia, LLC (principal) agrees that all construction of the street system of Estates at Old Friendship / Unit 2 Subdivision will be completed and maintained for fifteen (15) months according to the terms and requirements as shown on the recorded Final Plat and of the Subdivision Regulations in force in Hall County, Georgia.

Century Communities of Georgia, LLC (principal), and NGM Insurance Company (surety) agree to the following:


Sidewalks will be completed throughout entire subdivision as shown on recorded final plat within one (1) year of signing of said final plat. One inch of "F" mix asphalt may be placed anytime prior to final platting or up to one (1) year after final plat approval. In addition, Principal and Surety agree that if either the sidewalks, cuts, fills, sub-grades, shoulders, pavement, grassing, storm water management facilities, or traffic signs in Estates at Old Friendship / Unit 2 Subdivision are improperly maintained or are found to be defective from faults in design, materials or workmanship as shown on the recorded Final Plat, or as set out in the Subdivision Regulations in force in Hall County, Georgia, then upon demand from Hall County, NGM Insurance Company (surety) shall pay the bond amount to Hall County.

Terms of Guaranty:

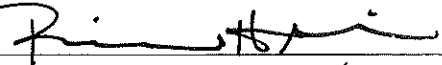
Century Communities of Georgia, LLC (principal) and NGM Insurance Company (surety) shall be bound by the provisions of this agreement until a properly authorized letter is received by NGM Insurance Company (surety) from Hall County authorizing release of Century Communities of Georgia, LLC (principal) and NGM Insurance Company (surety) from this Guaranty Agreement.

NOTWITHSTANDING the above provisions, this Guaranty Performance/Maintenance Agreement is hereby issued on March 13, 2023 (Date) and expires on March 13, 2025 (Date, minimum 24 months from date of issuance), and the Issuer will have no more liability after that date. When the indicated expiration date falls on Sunday or a legal holiday, or for any reason the Issuer is not open for business, the expiration date shall be extended to the next succeeding business day. Jurisdiction for any civil litigation necessary for collection of bond claims hereunder shall be in the Superior Court of Hall County, Georgia.

IN WITNESS WHEREOF, the undersigned have hereunto signed their names and affixed their seals, this 13th day of March, 2023.

• Century Communities of Georgia, LLC
PRINCIPAL
By: 
(Corporate Officer or other authorized representative)

Principal's Address:
3091 Governors Lake Drive, Suite 200
Norcross, GA 30071

- NGM Insurance Company
SURETY
By: 
Richard H. Mitchell, Attorney-in-Fact (Authorized Representative)
Surety's Address:
4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246

- Approved:
Hall County
By: _____
(Chairman)

* The amount of the bond equals 30 percent of all completed infrastructure including base, paving, grassing, stormwater management facilities, and sidewalks plus 100 percent of the cost of all incomplete infrastructure such as remaining sidewalks and asphalt topping. The unit cost data used in the calculations will be based upon the latest Georgia Department of Transportation (GADOT) Item Mean Summary, or the latest Hall County contract data, whichever is higher.



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **R E Daniels, Shelby E Daniels** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary

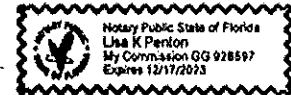


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid; that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Pentz



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 13th day of March, 2023.

Nancy Giordano-Ramos

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims.

Final Plat Information

Consider Acceptance of \$320,179.00 Guaranty Performance/Maintenance Agreement for Streets, Stormwater Management Facilities, and Sidewalks in Estates at Old Friendship Subdivision

Subject Subdivision is located off Titshaw Road

NAME OF SUBDIVISION: Estates at Old Friendship
NAME OF OWNER/DEVELOPER: Century Communities of Georgia, LLC
ADDRESS: 3091 Governors Lake Drive, Suite 200
Norcross, GA 30071

TYPE OF MAINTENANCE BOND: Guaranty Performance/Maintenance
DATE OF BOND: March 13, 2023
AMOUNT OF BOND: \$320,179.00

FINANCIAL INSTITUTION: NGM Insurance Company
AND ADDRESS: 4601 Touchton Road East, Suite 3400
Jacksonville, FL 32246

Account No.: S-236477

COMM.		R/W	LENGTH	WIDTH	TYPE	STATE
DIST.	STREET NAME	IN	IN	IN	OF	REF.
		FEET	FEET	FEET	SURFACE	NO.
1	Friendship Falls	50	591.90	20	P.M.	----
1	Friendship Creek	50	1087.55	20	P.M.	----

NOTES:

NUMBER OF LOTS: 21
CURB & GUTTER: 24" Rolled Back
TOTAL ACRES OF S/D: 23.86 AC



AGENDA ITEM

Sheriff's Office

REPORT TO: Work Session (04/24/23)
REPORT TO: Voting Meeting (04/25/23)
ITEM NO: 180/2023
SUBJECT: Approve the award of Task Order #2023-026 Training Center Architectural Design for the Hall County Sheriff's Office to Hussey Gay Bell and DeYoung International, Inc. of Duluth, GA, in the amount of \$425,000.00.

Meetings:

Work Session Date: 04/24/23

Voting Meeting Date: 04/25/23

Executive Summary:

Presenter: SW
Recommendation:
Approve.

Purpose of Request:
To design a new training center building that is approximately 20,000 square feet at the Sheriff's Training Center located at 2600 Allen Creek Road, Gainesville, GA 30507.

History:
No building was constructed for the training center when the new gun range was built.

Facts and Issues:
The new training center will be approximately 20,000 square feet to include offices, showers, restrooms, classrooms, and ammunition / gun vaults. There will also be a gun clearing area and loading dock outside.

Options:

Funding Requested	\$ 425,000.00
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:

- Financial Supplement
- T.O. #2023-026 Bid Tab
- T.O. #2023-026 Hussey Gay Bell Proposal
- T.O. #2023-026 PPI Proposal
- T.O. #2023-026 CPL Proposal



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

AGENDA ITEM 180/2023

Funds Requested: \$ 425,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2023	028 - SPLOST VIII		5002 - BUILDING/CONSTRUCTION	\$425,000.00

Budget Transfer Items:

Additional Information/Comments:

Enterprise ERP Coding: 324-3310-541300 Project Account: TRAINCTR-3310-541300

Contact for Questions: SW

Phone: 770-668-4208

T.O. #

2023-026

Training Center Architectural Design

		Hussey Gay Bell Duluth, GA	CPL Woodstock, GA	Precision Planning Lawrenceville, GA
Task #	ITEM DESCRIPTION	PRICE	PRICE	PRICE
1	Architectural Design of Training Center: Not to Exceed	\$425,000.00	\$288,388.00	\$437,540.00
			Only schematic design phase and construction documentation phase. Doesn't include construction administration phase or site design and civil engineering fees.	
	Total	\$425,000.00	\$288,388.00	\$437,540.00



Hall County Government
FINANCIAL SERVICES

Task Order #2023-026
Demand Services Contractors for
Professional Architectural Services

For the provision of
Hall County Sheriff's Office Training Center
Architectural Design

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Date of Issue: February 24, 2023

Mandatory pre-bid meeting: March 2, 2023 @ 10 am
at the Hall County Sheriff's Training Center

Date to return by: March 10, 2023 by 2 pm

PROJECT DESCRIPTION

Hall County Sheriff's Office is requesting bid proposals for Training Center Architectural Design. All Terms and Conditions remain intact as written in contract: RFQ #43-001 Demand Services Contractors for Professional Architectural Services.

PURPOSE OF REQUEST

This task order is for a project to build a new training center building that is approximately 20,000 square foot at the Hall County Sheriff's Training Center located at 2684 Allen Creek Road, Gainesville, GA 30507. This project will include the following work:

- Build new Training Facility
- Outside Gun Cleaning area
- Loading Dock

SCOPE DETAILS

- See attached site plans
- See attached facility rooms square footage estimates

Revised 09/16/2022 AGP

MANDATORY COST PROPOSAL

Company Name: Hussey Gay Bell

Bidder's Name: Christopher M. Caudle, AIA, Principal

Bidder's Signature: *Christopher M. Caudle*

Date: March 15, 2023

Consultants are to bid one (1) lump-sum cost for project for Demand Services Contractors for Professional Architectural Services listed below. You are to provide back-up information to support the dollar amount listed and attach to the proposal. Evaluations for selection of award of this Task Order will be based on the best value to the County.

A. Architectural Design for Training Center: \$ 425,000.00

An officer of the bidding company must sign below. If awarded, the County will sign and execute the Task Order #2023-025, Notice-To-Proceed and a Purchase Order. The bid must be signed by the Consultant upon replying to the bid.

Questions: Please address all questions to the Issuing Officer, Debra Howington at dhowington@hallcounty.org.

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

HUSSEY GAY BELL & DeYOUNG INT'L, INC.
(Consultant's Full Legal Corporate Name)

HALL COUNTY, GEORGIA

By: *Christopher M. Caudle*

By: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Title: Principal, Vice President

Print Name: Christopher M. Caudle, AIA

Attestment: _____
Jennifer Rivera, County Clerk

Sworn to and subscribed before me this
15th Day of March, 2023

Sworn to and subscribed before me this
_____ Day of _____, 2023

Notary Public: *Susan Marie Seymour*

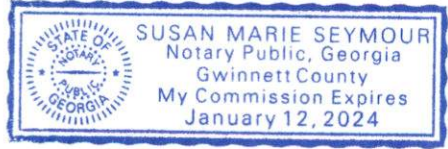
Notary Public: _____

Notary commission expires: 01/12/2024

Notary commission expires: _____

PLACE SEAL OR STAMP

PLACE SEAL OR STAMP



HUSSEY GAY BELL

Established 1958

March 16, 2023

Ms. Debra Howington, C.P.M.
Buyer
Hall County Financial Services
Purchasing Division
dhowington@hallcounty.org

RE: Fee Proposal for Hall County Sheriff's Office Training Facility

Dear Ms. Howington:

Hussey, Gay, Bell & DeYoung International, Inc. is pleased to provide you and Hall County the following proposal for Architectural Design Services for the proposed Sheriff's Office Training Facility located on the grounds of the Firing Range located at 2684 Allen Creek Road. As the architect of the Firing Range, the Sheriff's Office Headquarters, and the up fit for the MANS unit, we are uniquely qualified to provide design services for the Training Facility, and are sincerely appreciative of the opportunity to submit this proposal.

Our fee is based on the information presented in the RFP, and as discussed in the mandatory pre-submittal site visit. We understand revisions to information in the RFP are being considered (such as connecting to sewer vs. the existing septic), and for comparison purposes, this proposal does not contemplate services and scope outside of those identified in the RFP. Should the proposed scope be revised, we respectfully reserve the ability to revise our fees accordingly.

This proposal includes the following:

- Civil Site Design Services
- Architectural Design Services
- Interior Design Services
- Structural Design Services
- Mechanical Design Services
- Electrical Design Services
- Plumbing Design Services
- Fire Alarm Design Services
- Fire Protection (Sprinkler) Design Services

These services are based on programming previously provided by the County. We will revisit this program with the Sheriff's Office to confirm validity and based on that confirmation, will provide

schematic design (SD), design development (DD), construction documents (CD) submittals. We will provide plans and specifications necessary to competitively bid and fully construct the project. Should the County wish to proceed to construction, this proposal includes construction administration (CA) services.

This proposal includes the low voltage design of the Fire Alarm System and coordination with your preferred vendors for other low voltage items (security, data / IT, access control, audio / visual, etc.). We will include necessary conduits and wall boxes on our plans for these items per input received from you and your preferred vendors.

Based on the RFP, our Civil Site Design services assume connecting to the existing onsite septic system and utilizing the existing site access road. Please see the list of exclusions below for any additional items that we can offer at negotiated rates.

Design Services Fee:

Our fee for the basic design services described above is based on the programmed areas in the RFP and an assumed construction cost of:

$$20,288\text{sf @ } \$350 / \text{sf} = \$7,100,800.00$$

Based on the RFP, we propose a fee percentage of six (6%) percent of construction costs. Should the project scope, or the construction costs be increased due to market conditions, revised scope, or other factors, the fee for design services will increase according to the same 6.0% allocation:

$$\$7,100,800.00 @ 6\% = \$425,000.00$$

We understand that the project will be competitively bid - if the project is competitively bid and not awarded, the fee will be based on the average of all bids received, but not awarded. If the project is not bid, or is stopped, the fee will be calculated on the last opinion of probable costs, provided by Hussey Gay Bell, and will be billed to the point the project progressed.

The fee breaks down as follows:

Schematic Design:	15%
Design Development:	30%
Construction Documents:	40%
Construction Administration:	15%

Should the County elect not to construct the facility, Construction Administration services will not be billed. Our CA fee includes:

- Answering questions during bidding
- Shop drawing review
- Bi-monthly site observation by Hussey Gay Bell (assuming a 12-month construction period)
- Two (2) site visits from each engineering discipline.

Support Services and Exclusions:

Support Services are not included in the above Basic Services fee. If needed, or desired, we can negotiate these at appropriate rates.

A. Support Services:

- | | | |
|-----|-----------------------------------------------------|--------------------|
| 1. | Environmental Site Assessment | Lump Sum if Needed |
| 2. | Geo-Tech Soils Investigation w/ infiltration | Lump Sum if Needed |
| 3. | Wetland Delineation/Survey/Permitting | Lump Sum if Needed |
| 4. | Other Due-Diligence – Off-site Utilities, DOT, etc. | Lump Sum if Needed |
| 5. | Re-Zoning and Easement Services | Hourly as Needed |
| 6. | Hazardous Material Assessment and Abatement: | Lump Sum if Needed |
| 7. | Building Commissioning | Lump Sum if Needed |
| 8. | LEED Documentation or Commissioning | Lump Sum if Needed |
| 9. | Deep Foundations (shallow foundations assumed) | Lump Sum if Needed |
| 10. | Site Survey Services (Ground run or LiDAR) | Lump Sum if Needed |
| 11. | As-Built Survey (Stormwater Pond Post Construction) | Lump Sum if Needed |

B. Exclusions: The following items are excluded from the services and fees above:

1. Low Voltage Design (Hussey Gay Bell will include conduit and boxes for design from Owner's vendor).
2. Audio/Visual Design (Hussey Gay Bell will include conduit and boxes for design from Owner's vendor).
3. Rezoning, Easements, or Platting
4. Geotechnical Evaluation and Report
5. Pile foundations (shallow foundations assumed)
6. Site Lighting if not mounted on the building exterior
7. Specialty Permitting (GA DNR, GA DOT, USACOE, etc.)
8. Site Signage
9. Traffic Study or Analysis
10. Off site Utilities, including sanitary sewer design and easements.
11. Sanitary Sewer Lift Station design
12. FF&E (Hussey Gay Bell will indicate furniture layout on plans for scale purposes)

and locate equipment with appropriate power per equipment list and cut sheets provided by the Owner)

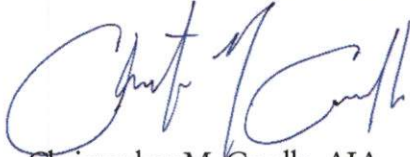
13. Wetland/Stream delineation and design services
14. LEED or similar sustainable services
15. Hazardous Materials
16. Environmental Site Assessment
17. Special Inspections per 2018 IBC (by others)
18. Structural Observations per 2018 IBC (by others)
19. Detailed Cost Estimating (Opinion of Probable Cost included)
20. Entrance Road Design (existing entrance road assumed to remain).

C. Reimbursable Expenses:

All expenses that are normally associated with a project of this type such as in-house printing, travel to and from the site are included in our fees above. Items **NOT** included in our fee and considered reimbursable would be permit fees, out of town travel, project shipping, if necessary, and any special request made by the Owner or sets of construction documents required for distribution to contractors, sub-contractors and for permitting. Reimbursable expenses will be marked up by 10%. Additional consulting services will be marked up by 15%.

Thank you again for the opportunity to continue our decades of service to Hall County. Please review this proposal and do not hesitate to let me know if you have any questions or concerns. We hope to again earn your trust.

Sincerely,
HUSSEY, GAY, BELL & DEYOUNG INTERNATIONAL, INC.



Christopher M. Caudle, AIA
Principal



March 17, 2023

Ms. Debra Howington, C.P.M., Buyer
Hall County Financial Services, Purchasing Division
2875 Browns Bridge Road, 4th Floor
Gainesville, GA 30504
dhowington@hallcounty.org

**Re: Hall County Task Order 2023-026 Sheriff's Office Training Center
Proposal for Professional Architectural Services**

Dear Ms. Howington:

Precision Planning, Inc. (PPI) is pleased to offer Hall County (Client) this proposal for professional architectural services related to design of a new Training Center building. The scope of services below is based upon the Task Order request, pre-proposal conference, and experience with similar projects. This project shall be contracted utilizing terms of PPI's Demand Services agreement with Hall County dated October 10, 2017, with current hourly rates.

Project Understanding

PPI understands that the Client plans to construct a new Sheriff's Office Training Center building at the Hall County Sheriff's Office Training Center located at 2684 Allen Creek Road, Gainesville, GA 30507. The project will include an approximately 20,000 square foot building, outside gun cleaning area, and loading dock. Architectural services have been requested as outlined below.

Project Scope of Services

I. Schematic Design

- A. PPI will attend a kick-off meeting with the Client to confirm goals and objectives for the project; to review space program requirements; and to review conceptual level plans previously prepared and note any potential concerns, challenges, or changes.
- B. PPI will review survey information and geotechnical testing information provided by the Client.
- C. PPI will prepare a Schematic Site Plan, Schematic Floor Plan and Schematic Exterior Rendering for submittal to the Client. Up to two (2) revisions are included.
- D. PPI will prepare a Schematic level Opinion of Probable Cost (OPC) for submittal to the Client.

II. Construction Documents

- A. After approval of the Schematic Design, PPI will prepare Construction Documents (drawings and specifications) suitable for permitting, procurement, and construction of the project. Disciplines shall include civil engineering, architecture, interiors, mechanical/plumbing/fire protection engineering and electrical/low voltage engineering.
- B. PPI will assist the Client with permitting of the project, including submittal of the documents for review by governing agencies, addressing comments as requested, and conducting a final walk-through to obtain required approvals.

III. Procurement and Construction Contract Administration

- A. PPI will assist with issuing the project for bid, including attendance at a pre-bid meeting, answering requests for information, issuing addenda, attending bid opening, checking bidder references, and making a recommendation of award of the contract for construction.
- B. PPI will attend a pre-construction conference with the Client and successful Contractor.
- C. PPI will visit the site every other week for up to twelve (12) months, prepare photographic field reports, and certify the Contractor's Pay Applications.
- D. PPI will review shop drawings and submittals [no more than two (2) revisions of each are included].
- E. PPI will review the Contractor's Requests for Information and Change Proposal Requests.
- F. PPI will perform a punch list walk-through and will certify Substantial Completion of the project.
- G. PPI will perform a final walk-through to certify final payment.
- H. PPI will attend an 11-month walk-through with the Client and Contractor to review any outstanding warranty items prior to expiration of the Contractor's 1-year warranty.

Additional Services

The following additional services may be proposed and billed according to the attached Schedule of Standard Hourly Rates:

1. Additional meetings or site visits required or requested by the Client not listed above
2. Design changes after approval of Schematic Design, or services required due to significant changes in the project including, but not limited to, size, quality, complexity or Client's schedule
3. Land Surveying
4. Retaining wall design
5. Fixture, furniture and equipment design and specification
6. LEED Certification

Exclusions and Assumptions

Testing services including geotechnical testing, hazardous materials testing or evaluation, water testing and core sampling are excluded from this scope of services.

Compensation

PPI agrees to perform the services outlined above on an hourly basis, invoicing the Client based on actual man-hours spent. Refer to the attached Sealed Fee Proposal with estimated breakdown of manhours.

Thank you for the opportunity to propose these services to Hall County.

Sincerely,



Elizabeth A. Hudson, RA, NCARB
Executive Vice President, LEED® AP

LH/kb

Attachments: Standard General Conditions, Task Order Form and Fee Proposal
2. Statement of Qualifications
3. Schedule of Work

STANDARD GENERAL CONDITIONS

- A. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by Precision Planning, Inc., the Owner/Client agrees that all such electronic files are instruments of service of Precision Planning, Inc., who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

Intelligent data, including but not limited to Building Information Modeling (BIM) and 3D Grading/Surface Modeling, are instruments of service. When transmitted, this data shall be for the sole purpose of visualization of design ideas by the Owner/Client and shall not constitute or supplement the contract documents. Differences may exist between these models and the corresponding hard copy contract documents, and Precision Planning, Inc. makes no representation about their accuracy or completeness.

The Owner/Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Owner/Client agrees not to transfer these electronic files to others without the prior written consent of Precision Planning, Inc. The Owner/Client further agrees that Precision Planning, Inc. shall have no responsibility or liability to Owner/Client or others for any changes made by anyone other than Precision Planning, Inc. or for any reuse of the electronic files without the prior written consent of Precision Planning, Inc.

In addition, the Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than Precision Planning, Inc. or from any use or reuse of the electronic files without the prior written consent of Precision Planning, Inc..

Under no circumstances shall delivery of electronic files for use by the Owner/Client be deemed a sale by Precision Planning, Inc., and Precision Planning, Inc. makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Precision Planning, Inc. be liable for indirect or consequential damages as a result of the Owner/Client's unauthorized use or reuse of the electronic files.

- B. There shall be no assignments of any portion of the work as described within the above proposal or during any phase of the work without the written consent by Precision Planning, Inc. There shall be no disclosures of the scope of services and/or fees, as outlined within this proposal, to any third parties without the written consent of Precision Planning, Inc. There shall not be any re-use or reproduction of this proposal or design documents without the written consent of Precision Planning, Inc.
- C. Our professional services shall be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted planning, engineering, land surveying, architectural and landscape architectural practices. This warranty is in lieu of all other warranties either implied or expressed. Precision Planning, Inc. assumes no responsibility for interpretation made by others based upon the work or recommendations made by Precision Planning, Inc.

- D. In recognition of the relative risks and benefits of the Project to both the Owner/Client and Precision Planning, Inc., the risks have been allocated such that the Owner/Client agrees, to the fullest extent permitted by law, to limit the liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of Precision Planning, Inc. and its officers, directors, employees, shareholders, owners and subconsultants shall not exceed \$50,000 or the amount of Precision Planning, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action, including without limitation active and passive negligence, however alleged or arising, unless otherwise prohibited by law. In no event shall the Consultant's liability exceed the amount of available insurance proceeds.

If Owner/Client prefers to have higher limits of professional liability, the limits can be increased to a maximum of one million (\$1,000,000.00) dollars upon Owner/Client's written request at the time of acceptance of this proposal provided that the Owner/Client agrees to pay an additional consideration of ten percent (10%) of the total fee or \$1,000.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not a charge for additional professional liability insurance.

- E. Precision Planning, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner/Client, its officers, directors and employees (collectively, Owner/Client) against all damages and liabilities, to the extent caused by Precision Planning, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Precision Planning, Inc. is legally liable.

The Owner/Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Precision Planning, Inc., its officers, directors and employees and subconsultants (collectively, Precision Planning, Inc.) against all damages and liabilities, to the extent caused by the Owner/Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Owner/Client is legally liable.

Neither the Owner/Client nor Precision Planning, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

- F. In the event the Owner/Client makes a claim against Precision Planning, Inc. at law or otherwise, for an alleged error, omission or other act arising out of the performance of our professional services, and the Owner/Client fails to prove such claim, then the Owner/Client shall bear all cost incurred by Precision Planning, Inc. in defending itself against such claim(s). The reciprocal of this clause (i.e., a claim made by Precision Planning, Inc. against the Owner/Client where failure of proof of claim is established, financial responsibility for Owner/Client's defense shall rest upon Precision Planning, Inc.) is hereby made a part of this agreement.
- G. It is understood and agreed that Precision Planning, Inc. shall not be held responsible for any inaccuracies in any materials, data or records of any other person, firm or agency which are provided to it and/or may be utilized by it in the performance of specific services.

- H. Reimbursable expenses including mileage, photographic enlargements, reductions and reproduction, blueprinting, and courier services shall be billed at a rate of actual cost times 1.1. When overnight stay is required, it shall be billed as actual subsistence cost times 1.1.

NOTE: No back-up data or copies of bills will be provided for reimbursable expenses invoiced under this agreement. Should back-up data be requested, it will be provided for an administrative fee of \$100.00 per monthly invoice requiring verification, plus \$1.00 per copy of back-up data provided.

- I. In the event additional services beyond the scope of work listed above are required by Owner/Client, Precision Planning, Inc. shall perform these services for an amount equal to normal hourly charges on work actually performed upon receipt of an approved Change Order signed by both parties. Precision Planning, Inc. shall submit monthly invoices for services outlined in this agreement. Payment is due upon receipt of invoice. Finance charges of one and one-half percent (1.5%) will be added to any unpaid balance at the end of thirty (30) days (APR 18%).
- J. The Owner/Client or Precision Planning, Inc. may terminate this Agreement without penalty upon giving the other party ten (10) calendar days' notice in writing. In the event either party terminates for convenience, the Owner/Client shall pay Precision Planning, Inc. within seven (7) calendar days of receipt of Precision Planning, Inc.'s invoices for all services rendered and all reimbursable costs up to the date of termination. In addition, the Owner/Client shall pay Precision Planning, Inc. for all expenses reasonably incurred by Precision Planning, Inc. in connection with the orderly termination of this Agreement, including but not limited to associated overhead costs and all other expenses directly resulting from the termination. In the event government regulations are amended or changed in any way, or if the services outlined in this proposal have not been authorized within thirty (30) days of the date of this proposal, fees quoted are subject to renegotiation.
- K. Services required by unexpected events which are outside Precision Planning, Inc.'s reasonable control including, but not limited to, services resulting from extended schedules shall be compensated as additional services.



Hall County Government
FINANCIAL SERVICES

Task Order #2023-026
Demand Services Contractors for
Professional Architectural Services

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

770.535.8270 | f. 770.531.6711

For the provision of

Hall County Sheriff's Office Training Center
Architectural Design

DIRECTOR
Wesley Geddings

Date of Issue: February 24, 2023

Mandatory pre-bid meeting: March 2, 2023 @ 10 am
at the Hall County Sheriff's Training Center

Date to return by: March 10, 2023 by 2 pm

PROJECT DESCRIPTION

Hall County Sheriff's Office is requesting bid proposals for Training Center Architectural Design. All Terms and Conditions remain intact as written in contract: RFQ #43-001 Demand Services Contractors for Professional Architectural Services.

PURPOSE OF REQUEST

This task order is for a project to build a new training center building that is approximately 20,000 square foot at the Hall County Sheriff's Training Center located at 2684 Allen Creek Road, Gainesville, GA 30507. This project will include the following work:

- Build new Training Facility
- Outside Gun Cleaning area
- Loading Dock

SCOPE DETAILS

- See attached site plans
- See attached facility rooms square footage estimates

Revised 09/16/2022 AGP

MANDATORY COST PROPOSAL

Company Name: Precision Planning, Inc.

Bidder's Name: Elizabeth A. Hudson, RA, Executive Vice President

Bidder's Signature: 

Date: March 17, 2023

Consultants are to bid one (1) lump-sum cost for project for Demand Services Contractors for Professional Architectural Services listed below. You are to provide back-up information to support the dollar amount listed and attach to the proposal. Evaluations for selection of award of this Task Order will be based on the best value to the County.

A. Architectural Design for Training Center: Not to Exceed \$ 437,540.00
(Refer to Schedule of Hourly Rates Breakdown attached)

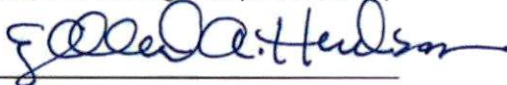
An officer of the bidding company must sign below. If awarded, the County will sign and execute the Task Order #2023-025, Notice-To-Proceed and a Purchase Order. The bid must be signed by the Consultant upon replying to the bid.

Questions: Please address all questions to the Issuing Officer, Debra Howington at dhowington@hallcounty.org.

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

Precision Planning, Inc.

(Consultant's Full Legal Corporate Name)

By: 

Title: Executive Vice President

Print Name: Elizabeth A. Hudson, RA

HALL COUNTY, GEORGIA

By: _____


Richard Higgins, Chairman
Hall County Board of Commissioners

Attestment: _____

Jennifer Rivera, County Clerk

Sworn to and subscribed before me this

15th Day of March, 2023

Notary Public: 

Notary commission expires: 4/6/2023

PLACE SEAL OR STAMP



Sworn to and subscribed before me this

____ Day of _____, 2023

Notary Public: _____

Notary commission expires: _____

PLACE SEAL OR STAMP

HALL COUNTY SCHEDULE OF HOURLY RATES

<u>Billing Category</u>	<u>Hourly Rate 2023</u>	<u>Estimated Hours</u>	<u>Total</u>
Principal in Charge	\$185.00	80	\$14,800.00
Sr. Project Architect	\$140.00	1000	\$140,000.00
Project Architect	\$120.00		\$0.00
Senior Project Manager	\$150.00	100	\$15,000.00
Project Manager	\$125.00		\$0.00
Job Captain	\$100.00	800	\$80,000.00
Intern Architect	\$90.00		\$0.00
Interior Designer	\$90.00	N.T.E.	\$15,000.00
CADD Technician	\$80.00		\$0.00
Senior Civil Engineer	\$140.00	300	\$42,000.00
Civil Engineer	\$120.00	200	\$24,000.00
Senior Landscape Architect	\$140.00		\$0.00
Landscape Architect	\$90.00		\$0.00
Project Administrator	\$90.00	40	\$3,600.00
Senior Project Assistant	\$80.00		\$0.00
Project Assistant	\$70.00		\$0.00
Structural Engineer	\$140.00	N.T.E.	\$23,900.00
Mechanical/Plumbing/Electrical Engineer	\$140.00	N.T.E.	\$53,500.00
Low Voltage Engineer	\$140.00	N.T.E.	\$16,600.00
Cost Estimator	\$110.00	24	\$2,640.00
Senior Survey Manager	\$150.00		\$0.00
Survey Manager	\$130.00		\$0.00
Survey Coordinator	\$100.00		\$0.00
Survey Technician	\$90.00		\$0.00
Registered Surveyor	\$150.00		\$0.00
Surveying Crew	\$175.00		\$0.00
SUB-TOTAL			\$431,040.00
<u>Reimbursable Expenses:</u>			
Printing, mileage, photographs, and other consumable documents			\$6,500.00
TOTAL PROPOSED FEE NOT TO EXCEED:			\$437,540.00



March 17, 2023

Task Order #2023-025 Hall County Sheriff's Office Training Center Architectural Design
MANDATORY COST PROPOSAL

Company Name: CPL
Bidder's Name: K. Scott Gordon, AIA, NCARB, LEEDap
Bidder's Signature: [Signature]
Date: 17 March 2023

Architectural Design for Training Center: \$288,388.00 as defined by fee narrative, attached.

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

CPL ARCHITECTS, ENGINEERS, LANDSCAPE ARCHITECT
AND SURVEYOR D.P.C (P.C) dba CPL

HALL COUNTY, GEORGIA

By: [Signature]
Title: Principal

By: _____
Richard Higgins, Chairman
Hall County Board of Commissioners

Name: K. Scott Gordon, AIA, NCARB, LEEDap

Attest: _____
Jennifer Rivera, County Clerk

Sworn to and subscribed before me this...

Sworn to and subscribed before me this...

17th Day of March, 2023

____ Day of _____, 2023

Notary Public: Lori Ann Brothers

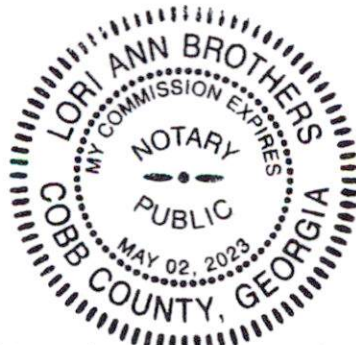
Notary Public _____

Notary commission expires: May 2, 2023

Notary commission expires: _____

PLACE SEAL OR STAMP

PLACE SEAL OR STAMP



Attachment: Architectural Design Fee Narrative | 17 March 2023

As a result of the historically unstable construction market the State is currently experiencing and prior to confirmation of the project's construction budget and verification of the project scope including the building construction type, aesthetics and building systems desired, placing a lump sum fee on the A/E tasks necessary to deliver the project is a challenge. In a good faith effort to demonstrate that we are sincere in our pursuit of this project and desire to offer a fair fee for the work required, we propose the following:

CPL will commit to a lump-sum fee of \$39,952 where we will assist Hall County in defining the project's construction budget, scope, establish the building construction type, aesthetics, building systems type(s), level of finishes/ equipment and project schedule. Once these important components are more defined, we will commit to a lump-sum fee arrangement to deliver the remainder of the project as a percentage of the building's construction cost.

For your reference and budget consideration, the chart (right) is reflective of industry standards for a percentage of construction cost based fee for basic A/E services which would include customary architectural, basic interior finishes, structural engineering, and building systems engineering (HVAC, Plumbing, Fire Protection, Electrical) necessary to deliver the design and engineering suitable for seeking construction bids. Expanded services such as LEED certification, site and stormwater engineering, custom interior design features, management of construction procurement, clerk of the works, etc. would be additions.

We sincerely hope you understand that our intent is not to side step your request for a fee, instead, we want to provide you the most complete "apples to apples" snapshot to achieve the specific scope for the project as you envision it. We believe that based upon the information available at this time, this approach is the best way to assist you in determining a true cost for the A/E services.

Thank you for your consideration of our proposal regarding establishment of the fee for architectural design.

Narrative Date: March 17, 2023

SCHEMATIC DESIGN PHASE - ARCHITECTURE

Lump-sum in the amount of: **\$39,952**

CONSTRUCTION DOCUMENTATION PHASE - ARCHITECTURE

The estimated construction cost limitation (CCL) for the building (ONLY), based upon bids for similar projects in the last 60 days, is \$260sf x 20,288sf = \$5,274,880.00. Below are the corresponding fee percentages for basic architectural design and building systems engineering.

CONSTRUCTION COST	% FEE	CCL - \$5,274,880.00.
\$ 1,000,000	6.0	5.325% Basic AE Fee (Arch, Structural, Mechanical, Plumbing, FP, Electrical)
\$ 2,000,000	5.625	
\$ 3,000,000	5.475	Design Development \$74,903
\$ 4,000,000	5.4	
\$ 5,000,000	5.325	Construction Documents \$168,532
\$ 6,000,000	5.325	
\$ 7,000,000	5.25	Lump-sum in the amount of: \$248,436
\$ 8,000,000	5.25	
\$ 9,000,000	5.175	
\$ 10,000,000	5.175	

CONSTRUCTION ADMINISTRATION PHASE - ARCHITECTURE

The fee for basic Bid/Permit Services and Construction Administration is estimated at 2.0% of the construction cost, pending confirmation of scope components such as site observation frequency and similar variables.

SITE DESIGN AND CIVIL ENGINEERING

Site design and civil engineering is available as an additional service pending confirmation of soil conditions, hydrology, utility information and similar variables that will effect the extent of engineering required. The estimated fee is \$40,000.