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, September 11, 2023 - 03:00 PM

Call to Order

Corrections and Maintenance

1 Approve the FY 2024 award of the Criminal Justice Coordinating Council's (CJCC) Residential Substance Abuse Treatment (RSAT) Program Grant for the Correctional Institute's treatment program in the amount of $37,333.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of 25% will be required.

2 Approve the award of RFQ/P #44-008 GPS/AVL Vehicle Tracking Systems for Fleet Maintenance to LBTechnology, Inc. of Memphis, TN. The estimated annual cost is $64,200.00.

3 Approve the purchase of two (2) Ford Bronco Sport vehicles for Building Maintenance to Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of $71,700.00.

County Attorney

4 Approval and authorization for the Chairman to execute a Settlement Agreement with Habersham Partners, LLC to acquire a portion of Sardis Road Connector Project Parcel 143, being Hall County Tax Parcel Number 10104 000017C, in the amount of $890,000.00; and authorization to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Fire Rescue

5 Approve the award of IFB #053-43 General Contractor for Hire to Renovate Fire Stations #9 and #10 for Fire Rescue to Scroggs & Grizzel Contracting, Inc. of Clermont, GA, in the amount of $524,448.00.

6 Approve the sole source purchase for ambulance stretcher preventive maintenance for Fire Rescue to Stryker Medical of Chicago, IL. The estimated annual cost is $55,132.40.

7 Approve the purchase of a Strategic Planning and Standard of Cover Study for Fire Rescue to Emergency Services Consulting International (ESCI) of Chantilly, VA, in the amount of $90,000.00.

Planning and Development

8 Approve the application of the FY 2025 Georgia Department of Transportation Section 5303 Program Metropolitan Planning Grant for the Gainesville-Hall MPO to aid in regional transportation planning in the amount of $136,372.50, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. A 10% State match of $13,637.25 will be provided by Georgia Department of Transportation (GDOT). A 10% cash match of $13,637.25 is required and will be provided by Hall County.

9 **6178 Lake Lanier Heights Road | Appeal a Planning Commission Decision for a Variance |** from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance |** Commission District 2 **| Nave Edelstein, applicant; Holly Neyman/Jane Range, appellant.**

10 **6178 Lake Lanier Heights Road | Appeal a Planning Commission Decision for a Variance |** from 17.240.010 to reduce the right side yard setback from 10 feet to 4 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance |** Commission District 2 **| Nave Edelstein, applicant; Holly Neyman/Jane Range, appellant.**

11 **5010 McKinzey Lane | Use Subject to County Commission Approval |** on a 3.05± acre tract located on the east side of McKinzey Lane at its intersection with Stephens Road | Zoned V-C, Tax Parcel 08089 001019 **| Proposed Use: 3-lot subdivision |** Commission District 2 **| Garry L. & Gale W. English, applicants.**

12 **5351 Lanier Islands Parkway | Use Subject to County Commission Approval |** on a 17.14± acre tract located on the north side of Lanier Islands Parkway approximately 568 feet from its intersection with Carter Road | Zoned AR-III; Tax Parcel 08169 003011 (pt.) **| Proposed use: agri-entertainment |** Commission District 1 **| Keith D. & Chad Bell, applicant.**

13 **7896 Calvary Cross Road | Rezone |** from Planned Commercial Farm District (PCFD) to Planned Residential Development (PRD) on a 53.98± acre tract located on north side of Calvary Cross Road at its intersection with Lula Road | Zoned PCFD; Tax Parcel 12104 000005 **| Proposed use: 12-lot subdivision |** Commission District 3 **| Candler Real Estate, applicant.**

Public Works and Utilities

14 Approve the purchase of one (1) Kubota Compact Excavator for Public Works & Utilities from James Short Tractor & Equipment of Alto, GA, in the amount of $79,099.92.

15 Approve the sole source purchase for a repair and certified rebuild of a 2017 Caterpillar Landfill Compactor for Public Works & Utilities to Yancey Bros. of Cumming, GA, in the amount of $649,801.50.

16 Approve Change Order #3 under RFQ/P #40-009 Right-of-Way Acquisition Services for five (5) parcels on the Sardis Road Connector for Public Works to Croy Engineering, Inc. of Marietta, GA, in the amount of $134,100.00. Commission District 2.

17 Approve the award of RFQ/P #43-021 Construction Manager at Risk and Guaranteed Maximum Price for Hall County Health Department Campus Renovations for Public Works & Utilities to Hogan Construction Group, LLC of Peachtree Corners, GA. The estimated cost not to exceed is $4,527,604.00.

18 Public Hearing to abandon Pass Drive and Biscayne Boulevard, which includes all of Pass Drive from Patterson Road to Lanier Parkway, a.k.a I-985 (390 +/- feet), as well as all of Biscayne Boulevard from Patterson Road to Lanier Parkway a.k.a. I-985 (400 +/- feet) and authorize the Chairman to execute any and all documents necessary to convey the property, subject to review and approval by the County Attorney. Commission District 2.

Sheriff's Office

19 Approve the sole source purchase for plumbing control upgrades at the Hall County Jail for the Sheriff's Office to Intelligent Conservation System, Inc. of Oviedo, FL, in the amount of $287,992.00.

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

Corrections and Maintenance

REPORT TO: **Work Session (09/11/23)**

REPORT TO: **Voting Meeting (09/14/23)**

ITEM NO: 476/2023

SUBJECT: Approve the FY 2024 award of the Criminal Justice Coordinating Council's (CJCC) Residential Substance Abuse Treatment (RSAT) Program Grant for the Correctional Institute's treatment program in the amount of $37,333.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of 25% will be required.

Meetings:

Work Session Date: 09/11/23

Voting Meeting Date: 09/14/23

Executive Summary:

Presenter: WD

Recommendation:
Approval

Purpose of Request:
Approve the award of the FY24 CJCC Residential Substance Abuse Treatment (RSAT) Program Grant for the Correctional Institute's treatment program in the amount of $37,333.00 and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. An in-kind match of 25% will be required.

History:

This grant through CJCC has been renewed for the last six (6) years and is an important part of the REACT re-entry program.

Facts and Issues:
The goal of the RSAT program is to break the cycle of drugs and violence by reducing the demand for, use, and trafficking of illegal drugs. RSAT enhances the capabilities of states and units of local governments to provide residential substance use disorder treatment for incarcerated individuals, prepares individuals for their reintegration into the communities from which they came by incorporating reentry planning activities into treatment programs.

Options:

Funding Requested $ 9,333.00

Are funds within current budget?	Yes
Source of Funds	General Fund
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?	2023-09-15

Approvals:

Submit	Grants	Budget	Finance
WD	WD	TS	WG

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Financial Supplement
RSAT award letter

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 476/2023

Funds Requested: $ 9,333.00

Request Budgeted: Yes

Proposed Source of Funding:

General Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	3420-CORRECTIONAL INSTITUTE	511100-SALARIES	$9,333.00
2024	250-MULTIPLE GRANT FUND	3420-CORRECTIONAL INSTITUTE	521000-PROFESSIONAL SERVICES	$19,200.00
2024	250-MULTIPLE GRANT FUND	3420-CORRECTIONAL INSTITUTE	331150-FEDERALâ€OPERATING INDIRECT	$-28,000.00
2024	250-MULTIPLE GRANT FUND	3420-CORRECTIONAL INSTITUTE	531100-GENERAL SUPPLIES AND MATERIALS	$8,800.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WD

Phone: 678-989-8540

REFERENCE NO.: 17134

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE COORDINATING COUNCIL

State of Georgia - RSAT

SUBGRANT AWARD

SUBGRANTEE: Hall County Board of Commissioners

IMPLEMENTING AGENCY: Hall County

PROJECT NAME: Residential Substance Abuse

SUBGRANT NUMBER: R20-8-006

FEDERAL FUNDS: $ 28,000
MATCHING FUNDS: $ 9,333
TOTAL FUNDS: $ 37,333
GRANT PERIOD: 07/01/23-06/30/24

This Award is hereby made in the amount and for the period shown above for a grant under the Violent Crime Control and Law Enforcement Act of 1994, as amended, Public Law 103-322.

The award is made in accordance with the plan set forth in the application of the subgrantee and subject to any attached special conditions.

The subgrantee has agreed through the executed copy of certified assurances to be subject to all applicable rules, regulations, and conditions of the Violent Crime Control and Law Enforcement Act of 1994, 42 U.S.C. 13701, et seq. This subgrant shall become effective on the beginning date of the grant period, provided that within forty-five (45) days of the award execution date (below) the properly executed original of this "Subgrant Award" is returned to the Criminal Justice Coordinating Council.

AGENCY APPROVAL

Jay Neal, Director
Criminal Justice Coordinating Council

Date Executed: 07/01/23

SUBGRANTEE APPROVAL

Signature of Authorized Official Date

Typed Name & Title of Authorized Official

58-6000836-003
Employer Tax Identification Number (EIN)

****
INTERNAL USE ONLY

TRANS CD	REFERENCE	ORDER	EFF DATE	TYPE	PAY DATE	INVOICE	CONTRACT #
102	17134	1	07/01/23	9		**	R20-8-006
OVERRIDE	ORGAN	CLASS	PROJECT			VENDOR CODE	
2	46	4	17104				

ITEM CODE	DESCRIPTION 25 CHARACTERS	EXPENSE ACCT	AMOUNT
1	Residential Substance Abuse	624.41	$ 28,000

AGENDA ITEM

Corrections and Maintenance

REPORT TO:	**Work Session (09/11/23)**
REPORT TO:	**Voting Meeting (09/14/23)**
ITEM NO:	480/2023
SUBJECT:	Approve the award of RFQ/P #44-008 GPS/AVL Vehicle Tracking Systems for Fleet Maintenance to LBTechnology, Inc. of Memphis, TN. The estimated annual cost is $64,200.00.

Meetings:

Work Session Date: 09/11/23 **Voting Meeting Date:** 09/14/23

Executive Summary:

Presenter: WD

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #44-008 GPS/AVL Vehicle Tracking Systems for Fleet Maintenance to LBTechnology, Inc. of Memphis, TN. The estimated annual cost is $64,200.00.

History:
These will replace the current 3G devices that are installed in select vehicles and are no longer supported.

Facts and Issues:
The vendor will supply, install, implement, train, support and maintain a fleet Global Positioning System/Automatic Vehicle Location (GPS/AVL), along with 2-way directional camera systems, for a portion of the Hall County Fleet.

Options:

Funding Requested	$ 64,200.00
Are funds within current budget?	Yes
Source of Funds	Fleet Maintenance
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	Submit	Purchasing	Budget
MH	WD	AP	TS
Finance	**Attorney**	**Administration**	**Clerk**
WG	WLI	CR	JR

Attachments:
Financial Supplement
Contract (Signature Page)
Contract
44-008 GPS-AVL Vehicle Tracking Systems
Bid Tab
Bid Score Sheet (Completed)

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 480/2023

Funds Requested: $ 64,200.00

Request Budgeted: Yes

Proposed Source of Funding:

Fleet Maintenance

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	603-FLEET MAINTENANCE FUND	4900-FLEET MAINTENANCE	531600-SMALL FURNITURE & EQUIPMENT	$64,200.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WD

Phone: (770) 718-2370

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government

FINANCIAL SERVICES

CONTRACT#: 44-008

For the provision of

GPS-AVL Vehicle Tracking Systems

ARTICLE #101 - INTRODUCTION

This Contract for GPS-AVL Vehicle Tracking Systems, (hereinafter "Services" and "Project") as entered into on September 14, 2023 and with an Effective Date of September 14, 2023 is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and LBTechnology, Inc. located at 6991 Appling Farms Parkway, Suite 101, Memphis, TN 38113 (hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

This Contract is the result of the competitively bid RFQ/P#: 44-008, the Contractor's bid response, the Scope of Work, Exhibits, Attachments, and references are all incorporated herein by reference. Therefore, in consideration of the terms, conditions, and mutual promises contained herein, expressed by a valid offer and acceptance, the receipt and sufficiency of which both parties hereby acknowledge, the parties hereto agree as follows:

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFQ/P#: 44-008 and the bidder's response, and for the vehicles listed in Addendum# 1, among others not listed.

B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C –

Mandatory Cost Proposal Worksheet**.** All payments are in arrears, as the County does not pay for Services not yet rendered.

C. **Price Escalation Clause**. Contractor may request up to, but no more than, a three-percent (3%) price escalation adjustment to this contract at each time of contract renewal. There will be no price adjustments during each contract term period. The County does not guarantee price adjustments.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER
Walt Davis
Warden/Director
Corrections and Maintenance
1698 Barber Road
Gainesville, GA 30507
wdavis@hallcounty.org
(770) 718-2370

COUNTY ISSUING OFFICER
Mike Hawkins
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org
(678) 696-2497

CONTRACTOR'S CONTACT INFO
Mike Burkett
Vice President of Sales
LBTechnology, Inc.
6991 Appling Farms Parkway, Suite 101
Memphis, TN 38113
mburkett@LBTechnology.com
(901) 480-8832

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

1. Multi-Year Term Contracts

A. Initial Contract Term. This Contract is effective on the date of signature shown in *ARTICLE #101* by all parties unless a future date is so noted on this contract. The term will last for Twelve (12) months from the date of execution or the anniversary of the beginning date of work, unless terminated by the parties pursuant to *ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE*, thereof.

B. Contract Renewal. The County shall have the option, in its sole discretion, to renew the Contract for up to four (4), one (1) year periods. The price, terms, and conditions in effect at the time of each renewal(s) shall remain the same unless the Contract is amended by mutual agreement. Renewal(s) will depend upon the best interests of the County, available funding, and Contractor's performance. The County may execute its renewal options through the issuance of a Contract Renewal Document, with the evidence thereof in writing and signature by both Parties. The County does not accept nor acknowledge automatic renewals and shall have no obligations, payment or otherwise, associated therewith.

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

2. Construction Contracts

Until substantial and final completion according to the time-schedule and all sub- contractor and material suppliers liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide

written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

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

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

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

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

B. Obligations beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors**. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

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

A. **Termination for Convenience**. Following thirty (30) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause**. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.

4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default**. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.**
The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.

3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.

3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

A. **Public Records Request**. The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

B. **Record Retention and Access**. The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé

and any other information regarding the individual that may be reasonably requested by County.

B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE # 118– INSURANCE REQUIREMENT:

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

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

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

1. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-

Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

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

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

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

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

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

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

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

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

C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this section shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any

work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.

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

ARTICLE # 119 – NO WAIVER:

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

B. **Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C – Mandatory Cost Proposal Worksheet**,** which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of

the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

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

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

B. **Invoice/Payment.**

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

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

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor**. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

Not applicable.

ARTICLE #124 – RETAINAGE

Not applicable.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

EXHIBIT C - Mandatory Cost Proposal

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such

invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.

8. ‘Services’ shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County’s payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier’s Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier’s shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County’s express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.

30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government

FINANCIAL SERVICES

CONTRACT#: 44-008

For the provision of

GPS-AVL Vehicle Tracking Systems

ARTICLE #101 - INTRODUCTION

This Contract for GPS-AVL Vehicle Tracking Systems, (hereinafter "Services" and "Project") as entered into on September 14, 2023 and with an Effective Date of September 14, 2023 is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and LBTechnology, Inc. located at 6991 Appling Farms Parkway, Suite 101, Memphis, TN 38113 (hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

This Contract is the result of the competitively bid RFQ/P#: 44-008, the Contractor's bid response, the Scope of Work, Exhibits, Attachments, and references are all incorporated herein by reference. Therefore, in consideration of the terms, conditions, and mutual promises contained herein, expressed by a valid offer and acceptance, the receipt and sufficiency of which both parties hereby acknowledge, the parties hereto agree as follows:

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the RFQ/P#: 44-008 and the bidder's response, and for the vehicles listed in Addendum# 1, among others not listed.

B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C –

Mandatory Cost Proposal Worksheet**.** All payments are in arrears, as the County does not pay for Services not yet rendered.

C. **Price Escalation Clause**. Contractor may request up to, but no more than, a three-percent (3%) price escalation adjustment to this contract at each time of contract renewal. There will be no price adjustments during each contract term period. The County does not guarantee price adjustments.

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER
Walt Davis
Warden/Director
Corrections and Maintenance
1698 Barber Road
Gainesville, GA 30507
wdavis@hallcounty.org
(770) 718-2370

COUNTY ISSUING OFFICER
Mike Hawkins
Buyer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org
(678) 696-2497

CONTRACTOR'S CONTACT INFO
Mike Burkett
Vice President of Sales
LBTechnology, Inc.
6991 Appling Farms Parkway, Suite 101
Memphis, TN 38113
mburkett@LBTechnology.com
(901) 480-8832

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

1. Multi-Year Term Contracts

A. Initial Contract Term. This Contract is effective on the date of signature shown in *ARTICLE #101* by all parties unless a future date is so noted on this contract. The term will last for Twelve (12) months from the date of execution or the anniversary of the beginning date of work, unless terminated by the parties pursuant to *ARTICLE #107 – REMEDIES AND CONTRACT PERFORMANCE*, thereof.

B. Contract Renewal. The County shall have the option, in its sole discretion, to renew the Contract for up to four (4), one (1) year periods. The price, terms, and conditions in effect at the time of each renewal(s) shall remain the same unless the Contract is amended by mutual agreement. Renewal(s) will depend upon the best interests of the County, available funding, and Contractor's performance. The County may execute its renewal options through the issuance of a Contract Renewal Document, with the evidence thereof in writing and signature by both Parties. The County does not accept nor acknowledge automatic renewals and shall have no obligations, payment or otherwise, associated therewith.

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

2. Construction Contracts

Until substantial and final completion according to the time-schedule and all sub- contractor and material suppliers liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

In the event that either party to this Contract breaches this Contract, including by failure to meet the timetables set forth herein, the non-breaching party shall provide

written notice to the breaching party which describes the breach of this Contract. The party whose breach is alleged shall have thirty (30) days from the date of receipt of the written notice to cure the breach or to otherwise negotiate a resolution of the breach.

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

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

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

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

B. Obligations beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors**. Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

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

A. **Termination for Convenience**. Following thirty (30) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause**. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.

4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default**. If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

E. **Termination due to Failure of Contractor to Act.**
The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.

3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.

3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

A. **Public Records Request**. The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

B. **Record Retention and Access**. The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé

and any other information regarding the individual that may be reasonably requested by County.

B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE # 118– INSURANCE REQUIREMENT:

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

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

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

1. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all sub-

Contractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

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

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

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

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

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

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

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

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

C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this section shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any

work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.

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

ARTICLE # 119 – NO WAIVER:

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

B. **Solicitation**. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C – Mandatory Cost Proposal Worksheet**,** which is attached hereto and incorporated into this Contract as if fully set forth herein. Payments will be made monthly in arrears to the Contractor after acceptance of

the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

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

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

B. **Invoice/Payment.**

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

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

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor**. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

Not applicable.

ARTICLE #124 – RETAINAGE

Not applicable.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

EXHIBIT C - Mandatory Cost Proposal

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131– VALIDITY

If any paragraph, sub-paragraph, sentence, clause, phrase or any portion of this agreement shall be declared invalid or unconstitutional by any Court of competent jurisdiction or if the provisions of any part of this agreement as applied to any particular situation or set of circumstances shall be declared invalid or unconstitutional, such

invalidity shall not be constructed to affect the portions of this agreement not so held to be invalid or the application of this agreement to other circumstances not so held to be invalid. The parties hereby declare that this is the intent of the parties to this agreement is to provide for separate and divisible parts.

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.

8. ‘Services’ shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County’s payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier’s Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier’s shall ship all quantities that it has in stock and hold orders for backorders.
19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County’s express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.

30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

FINANCIAL SERVICES DIRECTOR
Wesley Geddings

Hall County Government

FINANCIAL SERVICES

Request for Qualifications with Cost Proposals

RFQ/P #44-008

For the provision of

GPS/AVL Vehicle Tracking Systems

Schedule of Events:
Bid Post Date: June 8, 2023
Bidders Questions Due Date: June 15, 2023
Answers to Questions Due Date: June 22, 2023
Bid Due Date: July 6, 2023 @ 2:00pm EST

Bidding Process: The County is now accepting sealed bid proposals from highly qualified vendors who have the expertise necessary to supply, install, train, support and maintain a fleet of Global Positioning System/Automatic Vehicle Location (GPS/AVL) systems for a portion of the fleet of Hall County (herein 'Service'). The County will accept bids in the Purchasing Department located on the fourth (4th) floor of the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA 30504, until July 6, 2023, at 2:00PM.

Addendums: If needed and in the best interest of the County, Purchasing may make any extension of the bidding period by a formal written addendum and publicly posted. The County will not read cost factors at that time but may publish the results once the evaluation process is completed.

Proposal Documents: Bidders may request submittal documents via the County's Website at https://www.hallcounty.org/Bids.aspx,then click the 'Request a Bid Packet' link, fill out the requested information, click 'Submit', and Purchasing will send you a bid package via email.

General Qualifications:

1. The contractor shall be responsible for all work performed in support of this contract. Sub-contractors shall perform no work unless pre-approved in writing by the County. Contractors must disclose any intended Sub-contractors within the bid at the time of bid submissions. If the bidder intends to use a sub-contractor to fulfill one entire segment of this contract, then the bidder should submit to the County professional references for the sub-contractor on jobs similar in size and scope. Once the County has awarded the contract, the contractor cannot change sub-contractors without seeking written pre-approval from the

County. The County reserves the right to check all references and conduct background checks on any changes to sub-contractors or workers performing work under this contract. The contractor shall be wholly responsible for the quality of their sub-contractor's work. The contractor shall not award more than twenty-five percent (25%) of the work to sub-contractors on any project, without prior approval of the County Representative.

2. The awarded contractor(s) shall provide products and services as detailed in this RFQ/P.

3. The County must pre-approve any change orders in writing. The County may deny any work done before the issuance of a written change order. Contractor is not to accept any verbal change order(s) from the project manager. The County will work will be considered out of scope and thus not compensated.

4. Contractor shall provide copies of the following Licensing with their bid response:

   A. Valid Business License
   B. Required licenses and certifications
   C. Letter of Bondability that your firm can acquire Performance and Payment bonds equal to 100% each of the contract value for Performance and Payment bonds. Awarded Contractors must produce the Bonds prior to any work commencing.

Request for Clarification: The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants. The County considers a bid response as an irrevocable offer, good for a period of one-hundred and twenty (120) days from submission.

Legally Binding Agreement: The County and the selected Service Provider shall enter into a formal agreement; substantially in the form of the attached EXHIBIT K: SAMPLE CONTRACT TEMPLATE. All questions regarding the scope of services should be included in the response to the Proposal. If there are no objections, an affirmative statement to this effect is required.

The County reserves the right to reject all proposals, and to negotiate fees, conditions, or terms with the respondent submitting the overall best proposal.

Proposal Information: In consideration of service fee proposal, assume the following:

Technical Proposal Response: Bidders must answer all mandatory questions, which are pass/fail, and the mandatory scored questions,

which are weighted. The County's Evaluation Committee will weigh the answers with point values. The total maximum points available for the Technical Proposal response is eight-hundred (800) points.

The proposer's response should be limited to direct answers to the questions asked. Proposers are required to answer all the mandatory, scored questions.

Bidders may expanded their answers to the questions onto separate pages if needed, with the question repeated at the top of each page, in addition to the space provided next to each mandatory scored question worksheet.

Responses to the questions should be clear and concise. If possible, summarize key information or points for each question at the beginning of answers.

Evaluation and Selection: The County will evaluate all submittals in accordance with the Official Code of Hall County, Georgia 3.10, and as further detailed herein. The County will evaluate proposals using a two-step process. The first is the 'Technical Proposal' that outlines the bidding firm's qualifications and experience and its approach to offering the Service. The total available points available is eight-hundred (800) points.

The Evaluation Committee will then evaluate cost for such services to determine the best value in the interest of the County. The total available points available for cost is two hundred (200). The total highest score is a possible one-thousand (1,000) points. The highest scoring proposal will be the apparent award winner and may enter negotiations with the County.

The County has determined its own Evaluation and Selection Committee to review the submitted qualifications and the cost proposals of submitting firms. During the evaluation process, the County reserve the right, when it may serve the County's best interest, to request information for clarification from proposers and to allow corrections to errors or omissions.

Defined Terms: For the purpose of this Request for Qualifications and Cost Proposals, the terms; 'consultant', 'submitter', 'proposer', 'firm' and 'bidder', 'contractor', 'agency', 'company', shall mean one and the same. Additionally, the terms 'submittal', 'bid', 'response' and 'proposal' shall also mean one and the same. Additionally, 'Hall County, Georgia', 'Hall County Government', 'Hall County Board of Commissioners', and 'County', shall all mean one-and-the-same.

Validation: Bidders must sign and notarize their submittals. Hall County requires that bidder's provide a cover letter with a signature by an officer of the firm with the submittal to ensure its originality. Please

submit one (1) hard paper proposal marked "Original" with a signature, along with three (3) copies, and additionally provide the proposals (technical and separately cost) in a digital format on a flash drive, in both Microsoft Word and Excel, as each document requires.

The County reserves the right to retain all proposals submitted and use any idea(s) in a proposal regardless of contract award or not. The County shall have the right to waive any informality or irregularity of immaterial deviation in any bid received.

Bidders must complete and return all forms and documents entitled 'Mandatory' with the bid or the proposal. Failure to do so may deem the proposal non-responsive and the County will not evaluate for award.

Award Process: The County reserves the option to reject any or all bids, in whole-or-in-part, or to select any bidder to complete the described Service. The County will not make an award of contract solely based on lowest bid, but also on approach, references, qualifications and other subjective criteria as the County may deem necessary and determine at its sole discretion. Bidder then expressly understands that the County may reject the proposal for any reason without liability on part of the County to the Bidder.

Questions: Bidder's must present all questions in writing and directed solely to the issuing officer at mhawkins@hallcounty.org. No other contact of any nature, verbal, email, or other communication is permissible with any other County staff member, nor its elected officials, nor Commissioners, during the evaluation process. The County may deem such as collusion, and thus render the submission in violation of the Official Code of Hall County and thus the County may render the proposal as non-responsive and not evaluate the proposal for an award.

A pre-bid meeting will be held Tuesday, June 13, 2023 @ 10:00 AM at the following address:

Hall County Fleet Maintenance Building
1670 Barber Road
Gainesville, GA. 30507

This will give an opportunity to ask any questions.

Respectfully,

Mike Hawkins, Buyer
Hall County, Georgia

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1.0. INTRODUCTION

Hall County, Georgia, incorporated in the State of Georgia, desires to establish a qualified vendor, and is soliciting submissions for this Request for Qualifications with Cost Proposal (herein 'RFQ/P') for the service.

2.0. STATEMENT OF NEED

The County seeks to award one (1) company for the Global Positioning System/Automatic Vehicle Location (GPS/AVL) systems. The County expects the awarded company to be prompt, attentive, and able to perform the work in a timely and scheduled manner and with personnel, including sub-contractors, to be professional in approach and uniform in production.

3.0 GENERAL BUSINESS REQUIREMENTS

3.1 Insurance Requirements**.** The Contractor must maintain insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of coverage at least in the amounts indicated in EXHIBIT K – SAMPLE CONTRACT TEMPLATE FOR SERVICES. The insurance certificate must list County as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504".

3.2 Performance and Payment Bonds. The successful awarded Contractor must furnish to the County both a Performance and Payment bond equal to one-hundred percent (100%) each of the total amount of the initial year's contract award amount and at each renewal and extension thereafter. The County will only accept surety companies licensed to do business in the State of Georgia.

4.0 SCOPE OF SERVICES

Contractor agrees to provide the service to the County as described in this RFQ/P # 44-008_and the bidder's response. The selected Contractor will be asked to perform all operational responsibilities associated with this system on an annual basis. This Contract shall have a one (1) year initial term, with four (4) additional one (1) year renewals based on the approval of both parties. Hall County reserves the right to reject all proposals.

4.1 CONTRACTOR'S RESPONSIBILITIES

The County is looking to partner with a company that can meet the functional specifications set forth below, has extensive experience and focus in the public sector, particularly within the State of Georgia, and has a technology platform that will allow the County to potentially scale to more extensive software solutions over time.

The County intends to establish a service agreement with the vendor who can meet the requirements below and would be the best partner based upon the vendor's background and experience with similar implementations. The services provided by the awarding vendor will initially address four-hundred (400) vehicles but may be extended to other departments, municipalities or political subdivisions within Hall County or beyond, at such time as necessary.

A. Basic Requirements / Specifications

In the response to this RFP, please discuss your company's ability to meet the following requirements:

1. The selected vendor shall provide a vehicle tracking GPS/AVL solution which will include a real time vehicle tracking device that is accurate and without interruption of coverage. The proposed system should be completely inclusive of all necessary equipment, software, and programming.

2. Software Platform - Minimum system specifications are as follows:

2.1 Ability to track individual or multiple vehicles (real-time and logged tracking) within one minute intervals

2.2. Simultaneous real-time mapping of multiple vehicles

2.3. Ability to establish polygonal geofences

2.4. Ability to add and remove points of interest or landmarks

2.5. Ability to group vehicles by department

2.6. Ability to track each vehicle's speed and number of starts and stops

2.7. Ability to detect if any vehicle's ignition is on or off

2.8. Ability to monitor idling behavior

2.9. Ability to provide preventive maintenance reports

2.10. Web and smart phone access for tracking, reporting and viewing maps with vehicle locations

2.11. The system shall have the ability to create, store, rerun and print custom queries, built-in reports, and individual vehicle reports

2.12. The system interface shall allow the export of reports and raw data to a Microsoft Excel compatible format and directly to Adobe acrobat portable document format (pdf). Reports must be able to show both current and historical data.

2.13. All data is the property of the County and at all times the County shall have access to this data. The County will have unlimited access to historical data and it should be available for no less than twelve (12) months from the date it was recorded at no extra charge. Upon termination of the contract, the County shall not incur a fee to retain the data.

2.14. System should be capable of sending notifications based upon set parameters such as speed or geofence violations

2.15. System shall be able to interface with MUNIS technologies asset management software.

3. Hardware Specifications:

3.1. All parts not specifically mentioned that are necessary to provide a complete unit shall be included in the proposal and conform in strength and quality of material and workmanship to that which is usually provided to the trade in general.

3.2. All equipment shall be new and of current model under standard production by the Original Equipment Manufacturer (OEM).

3.3. The device must be durable, low maintenance, and hardwired into the vehicle (vs. plug in); under hood mount is preferred so that it is both out of sight and tamper resistant from the vehicle operator.

3.4. The vehicle hardware shall be resistant to vibration, heat, rain, and other elements.

3.5. The vehicle hardware must not impede the vehicle's performance or maintenance in any way.

3.6. The unit shall not require operation or intervention by the driver.

3.7. Easy hardware installation that does not require extensive modification of vehicles or void any warranties for the vehicle.

3.8. The vendor shall deliver and install all hardware on-site at County facilities located at Fleet Maintenance, 1670 Barber Road, Gainesville, GA 30507. There may be some field installation for various vehicles and equipment.

3.9. Units shall be able to be removed from vehicles that are deemed surplus and reinstalled into new vehicles

B. Advanced Scalability

Vendor should have ability to provide more advanced technology solutions geared toward solid waste, water or utilities departments within public works, or for other departments or municipalities within Hall County or beyond. Such technology might include driver id and login, the use of tablet mobile data terminals, RFID service verification for solid waste services, work order management and beyond. Please describe any advanced technology capabilities that your company offers that are specifically geared towards public works departments.

C. Support and Maintenance

Please discuss the size and location of your customer Support team. The Customer Support team must be located within the United States, preferably in the State of Georgia, and be able to provide support during all working hours of Hall County.

D. Company Background

Experience and focus in the public sector is of vital importance. The County is looking to partner with a company that has years of experience successfully implementing, supporting, and maintaining hundreds of fleet technology deployments to government departments.

Please provide a comprehensive narrative history of the company and its experience in providing GPS/AVL systems to government municipalities, counties and departments. Please discuss the size of your company and its principle office location.

5.0 SUBMISSION OF PROPOSALS

5.1 The County request that Bidders submit proposals addressing all items listed below. Failure to include any of these mandatory documents may result in disqualification. All responses must be in writing. Bidder's should submit Four (4) copies of each proposal with one (1) marked "**Original**" and three (3) marked "**Copy**" and all documents loaded onto one (1) USB flash drive in MS Word, Excel and PDF formats depending on the document.

5.2 Bidder's must submit their sealed bid response packages with clearly marked with **"RFQ/P #44-008 GPS/AVL Vehicle Tracking System"** on the outside in the lower left hand corner of the package. The bid submittal must have a signature on the "Original" proposal. Hall County suggests this bidder's provide this signature on their "Introductory Letter". Failure to sign your proposal in the introductory letter may render the proposal as "non-responsive" and thus not considered for award. Bidders **MUST** include their email address.

5.3 Follow these instructions carefully. Include in your bid response package two (2) separate, sealed envelopes. Mark one envelope with "**RFQ/P #44-008 Technical Response**," and enclose these completed Exhibits:

Copy of Business License
Letter of Bondability
Certificate of Insurance
Exhibit A - Mandatory Bid Response Sheet
Exhibit D - Mandatory Questions Worksheet
Exhibit E - Mandatory Scored Questions/Responses
Exhibit F - Mandatory S.A.V.E. Program Affidavit
Exhibit G - Mandatory Cone-of-Silence Affidavit
Exhibit H - Mandatory Completed W-9 Form
Exhibit I – Mandatory E-Verify Affidavit
Exhibit J – Mandatory Contractor Ethics Affidavit
EXHIBIT K – Sample Contract Template for Services

In a separate sealed envelope from above, clearly mark "**RFQ/P #44-008 Mandatory Cost Proposal Worksheet,**" and enclose a completed Exhibit C - Mandatory Proposal Cost Worksheet.

Do not enclose the Cost Proposal Worksheet in the Technical Response envelope. This will render your proposal as non-responsive and thus not evaluated for award.

5.4 The County will make all proposals submitted publicly available by a written Open Records Request.

Bidders may submit to the following address by the deadline date and time. All deliveries must be date and timed stamped. The County is not responsible for late bids due to mailing delays.

5.4.1 Hand Delivery/FedEx/UPS/USPS/Courier:

Hall County Government Center
Purchasing Division - 4th Floor,
2875 Browns Bridge Road
Gainesville, Georgia 30504
Attn: Mike Hawkins

5.4.2 Mailing Address:

Hall County Government Center
Purchasing Division - 4th Floor,
P.O. Drawer 1435
Gainesville, GA. 30503
Attn: Mike Hawkins

6.0. RFQ/P RESPONSE PREPARATION

6.1 The Contractor bears all responsibility for all expenses incurred in responding to this RFQ/P such expenses to be borne exclusively by the proposer.

6.2 Cover Letter: Prepare and submit a cover letter for transmittal addressing General Qualifications. Provide the following information: Name of Proposer, Name and title of the persons who will manage the engagement, mailing address, physical address, telephone numbers, and email address of Proposer

6.3 Describe the organization of your firm, the location of offices, and your resources that are available to accomplish the work for the County.

6.4 Of the services listed in the Scope of Services, indicate which ones, if any, your firm would be unable to provide. If there is another service that your firm could provide instead, please elaborate.

6.5 The County will not accept Joint Proposals unless otherwise noted herein. An awarded Contractor may utilize subcontractors, as needed and pre-

approved by the County. Bidders must submit all intended Sub-Contracts with their proposal. If plans to subcontract portions of the required services are included, please provide detail on such plans

7.0 SELECTION PROCESS

7.1 The evaluation process will include a pre-appointed Evaluation Committee comprised of Hall County stakeholders and subject matter experts. The Committee will evaluate the qualifications presented by the interested bidders. Those deemed most qualified by the Mandatory Scored Worksheet, may be short-listed as follows:

Step One (1) - considered for further evaluation. Once short-listing has been complete, the County will review the price proposals provided in a separate sealed envelope,

Step Two (2) - If necessary, the Evaluation Committee will schedule interviews of the "short-listed" bidders,

Step Three (3) - The County retains the right to ask for a Best and Final Offer.

7.2 Each proposal should contain the Mandatory Cost Proposal Worksheet (in a separate envelope) as provided with the RFQ/P document.

7.3 The Evaluation Committee will review each proposal with regard to demonstrated breadth of service, experience, financial stability, personnel, rates, references, and other related criteria.

7.4 The successful respondent will be required to submit acceptable evidence of compliance with professional liability insurance coverage requirements as outlined in this document, prior to execution of the contract.

7.5 Respondents are encouraged to submit clear and concise responses and excessive length or extraneous information is discouraged. In an effort to ensure our ability to evaluate and choose a successful Contractor, respondents are encouraged to organize their proposal as follows:

Section 1 – Cover Letter and Executive Summary
Section 2 – Answer Questions and Scored Questions listed in RFQ/P
Section 3 – Cost Proposals (Sealed in a separate envelope)

7.6 Bidder's must locate and complete all Exhibits to this RFQ/P and submit with the bid. Bidders failing to do so may result in the bid to be Non-responsive and thus not evaluated.

7.7 If unable to reach an agreement with the highest scoring Contractor, the County retains the right to negotiate with the next highest scoring company and so on until reaching a satisfactory agreement or the County may terminate the process.

7.8 The County structured the evaluation process to secure compatible, highly skilled companies who would be most effective in delivering the Services. The primary objective of the evaluation process is to select a firm that:

7.8.1 Clearly demonstrates a thorough understanding of the contract Responsibilities; and,

7.8.2 That, presents a compelling work plan that yields the desired contract services and deliverables; and,

7.8.3 Shows adequate resources to handle the project

7.8.4 Presents a focused effort to allocate those resources to the project

7.8.5 Demonstrates exceptional value for the cost of services proposed.

7.8.6 Bidders are to complete the attached Mandatory Scored Questions and submit with their bid. The total amount of points possible is 1,000. Eight-hundred (800) points are potentially available from the bidder's Technical Response, and two hundred (200) points will be potentially available from the Bidder's Cost Proposal.

7.9 Steps to Award

The Evaluation Committee will recommend award of the contract to the highest scoring company(s). Upon the County's award of contract, the County will present an agreement to the selected contractor(s) for execution. If execution of this agreement with the selected Contractor is unsuccessful, the County retains the right to negotiate with the lower ranked Contractor(s) and so on, until reaching a satisfactory agreement.

Step 1: The Evaluation Committee will evaluate the bidder's responses according to the criteria as described herein, and score and rank the proposals. The County reserves the right to request clarification of information provided and to request additional information required to assist in the evaluation process.

Step 2: Purchasing will then open the Cost Proposals and score the responses. Purchasing will combine these results with the results of Step 1 scoring. After this scoring, Purchasing will rank the highest scoring proposers on a short list.

Step 3: The Evaluation Committee may schedule interviews with the short list bidders. All costs associated with the interview (if required) will be at the expense of the proposing Bidder.

Step 4: Based upon the results of the proposals, references, and the interviews, the Purchasing Division along with the Evaluation Committee may negotiate with the Contractor(s) ranked highest

in an attempt to reach agreement. If negotiations with the highest ranked firm are unsuccessful, the County may negotiate with the second ranked Contractor, and so on until reaching a satisfactory agreement.

8.0 Exhibits and Attachments

Exhibit A - Mandatory Bid Response Sheet
Exhibit B - RFQ-P Submittal Terms and Conditions
Exhibit C - Mandatory Proposal Cost Schedule
Exhibit D - Mandatory Questions Worksheet
Exhibit E - Mandatory Scored Questions and Responses
Exhibit F - Mandatory S.A.V.E. Affidavits
Exhibit G - Mandatory Cone-of-Silence Affidavit
Exhibit H - Mandatory W-9 Form
Exhibit I - Mandatory E-Verify Affidavit
Exhibit J - Contractor Ethics Affidavit
Exhibit K – Sample Contract Template

RFQ/P #44-008
GPS/AVL Vehicle Tracking System

No.	Item Description	Qty	UOM
	Up-Front Costs for Basic Hardware and Install		
1	Wired AVL Hardware per Vehicle	400	EA
2	Hardware Installation per Vehicle	400	EA
	Total Up Front Costs		
3	Monthly Software Fees per Vehicle	400	EA
	Annual Total Software Fees	1	EA
	2-Way Directional Camera (Optional)	150	EA
	Bid Total (Including Optional Cameras):		

NOTES:

LOWEST BIDDER - GPS/AVL:
IBTechnology, Inc.

LOWEST BIDDER - OPTIONAL CAMERAS:
Motive Technologies, Inc.

BIDS MAILED: 31
BIDS RECEIVED: 16 (0-NO BIDS)

LB Technology, Inc.		AT&T	
Memphis, TN		Alpharetta, GA	
Unit Price	Ext. Price	Unit Price	Ext. Price
$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00
	$0.00		**$0.00**
$12.50	$5,000.00	$19.75	$7,900.00
$60,000.00	**$60,000.00**	$94,800.00	**$94,800.00**
$28.00	$4,200.00	$194.10	$29,115.00
	$64,200.00		**$123,915.00**
See cost proposal sheet for more details.		**See cost proposal sheet for more details.**	

RFP 36-015
GPS-AVL Vehicle Tracking System
Group Average RFP Review Score

RATER	COMPANY NAME/RATING (Input Total Scores from Individual RFP Evaluation Form)														
	Fleet Analytics	MasTrack	ELD Mandate	LBTechnology, Inc.	Verizon Fleet USA	Samsara	Forward Thinking Systems	NexTraq	Motive Technologies, Inc.	Precise MRM	Digital Ally, Inc.	AT&T	Utility, Inc.	Fleetistics	T-Mobile for Government
Walt Davis	750	780	750	780	780	780	760	780	790	790	790	800	750	770	750
John Udzinski	760	780	760	790	790	780	770	790	800	790	800	800	750	780	770
Dusty Johnson	760	780	760	790	790	780	770	790	800	790	800	800	750	780	770
Tania Gallman	760	780	760	790	790	780	770	790	800	790	800	800	750	780	770
Cost Score - 200 (Best) Down to 50 (Worst) in Increments of 10	180	120	100	200	190	150	170	160	80	90	60	140	70	130	140
AVERAGE TOTAL SCORE (Out of 1,000):	**642.00**	**648.00**	**626.00**	**670.00**	**668.00**	**654.00**	**648.00**	**662.00**	**654.00**	**650.00**	**650.00**	**668.00**	**614.00**	**648.00**	**640.00**
RANK:	**12**	**9**	**14**	**1**	**2**	**5**	**9**	**4**	**5**	**7**	**7**	**2**	**15**	**9**	**13**

AGENDA ITEM

Corrections and Maintenance

REPORT TO: **Work Session (09/11/23)**

REPORT TO: **Voting Meeting (09/14/23)**

ITEM NO: 475/2023

SUBJECT: Approve the purchase of two (2) Ford Bronco Sport vehicles for Building Maintenance to Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of $71,700.00.

Meetings:

Work Session Date: 09/11/23 **Voting Meeting Date:** 09/14/23

Executive Summary:

Presenter: WD

Recommendation:
Approve.

Purpose of Request:
Approve the purchase of two (2) Ford Bronco Sport vehicles for Building Maintenance to Akins Ford Dodge Chrysler Jeep of Winder, GA, in the amount of $71,700.00.

History:

Facts and Issues:
Three (3) quotes were obtained from Akins Ford, Wade Ford, and Allan Vigil Ford.

Current vehicle shortage has forced us to purchase vehicles from vendors that have availability. Staff compared this pricing to the Statewide Contract, and the pricing listed is comparable to State Contract pricing. Staff recommends that due to a material disruption of goods and services and a lack of inventory, the purchase be considered through the County Ordinance Section 3.10.140(G).

Options:

Funding Requested	$ 71,700.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No

Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?

Approvals:

Submit	Purchasing	Budget	Finance
WD	AP	EW	WG

Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Financial Supplement
Ford Bronco Quotes

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 475/2023

Funds Requested: $ 71,700.00

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	1565-BUILDINGS AND MAINTENANCE	542200-MOTOR VEHICLES	$71,700.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: WD

Phone: 770-297-2359

BUYER'S ORDER / INVOICE / BILL OF SALE

Akins Ford Dodge Chrysler Jeep

P.O. Box 280 · Winder, GA 30680 · 770-867-9136 · 800-282-7872 · www.akinsford.com · sales @ akinsford.net

SALESPERSON	QUOTE
PROSPECT #	
STOCK NUMBER	PRD61383
DATE	07/27/23
TYPE - R.F.W.T.L.	F
FLEET #	QC832

CUSTOMER INFORMATION FOR TITLE PURPOSES

NAME(S) FIRST, MIDDLE, LAST OR BUSINESS: HALL COUNTY BOARD OF COMMISSIONERS

STREET ADDRESS | CITY | COUNTY | STATE | ZIP CODE

MAILING ADDRESS | CITY | COUNTY | STATE | ZIP CODE

HOME PHONE | CELL OR PAGER # | OFFICE OR WORK PHONE | E-MAIL ADDRESS

PRIMARY PURCHASER INFORMATION

SOCIAL SECURITY | DRIVER'S LICENSE # | DATE OF BIRTH | NAD #

VEHICLE PURCHASED

TYPE	YEAR	MAKE	MODEL	BODY
N	2023	FORD	BRONCO SPORT	BIG BEND 4WD

CYLINDERS	TRANSMISSION	FUEL	COLOR	TRIM	VIN
1.5L ECOBOOST	AUTO	UNL	WHITE	BLACK	3FMCR9B65PRD61383

KEY CODE | OTHER | ODOMETER: 21

TRADE-IN #1

YEAR | MAKE | VIN

MODEL | STOCK NUMBER | ODOMETER | TRADE ALLOWANCE $

PAYOFF AMOUNT | GOOD UNTIL | ACCOUNT NUMBER

PAYOFF OWED TO | PHONE NUMBER | QUOTED BY

ADDRESS | CITY | STATE | ZIP CODE

TRADE-IN #2

YEAR | MAKE | VIN

MODEL | STOCK NUMBER | ODOMETER | TRADE ALLOWANCE $

PAYOFF AMOUNT | GOOD UNTIL | ACCOUNT NUMBER

PAYOFF OWED TO | PHONE NUMBER | QUOTED BY

ADDRESS | CITY | STATE | ZIP CODE

LIEN HOLDER

PURCHASED VEHICLE LIEN HOLDER | LIEN HOLDER CODE

ADDRESS | CITY | STATE | ZIP CODE

INSURANCE

COMPANY | POLICY NUMBER

AGENT | PHONE

ADDRESS | CITY | STATE | ZIP CODE

BASE PRICE	$34,800.00
	$0.00
	$0.00
TOTAL PRICE INCLUDING DEALER OPTIONS	$34,800.00
ADJUSTED PRICE INCL DISCOUNT(S)	$34,800.00
GROSS TRADE-IN ALLOWANCE	$0.00
TRADE DIFFERENCE	$34,800.00
SERVICE & DOCUMENTATION FEE	$0.00
TAXABLE AMOUNT	$34,800.00
SALES TAX 0%	$0.00
TAG & TITLE FEE	$0.00
GA WARRANTY RIGHTS FEE (NEW ONLY)	$0.00
PRICE INCLUDING TAX & FEES	$34,800.00
BALANCE OWED ON TRADE(S)	$0.00
TOTAL PURCHASE PRICE W/TRADES	$34,800.00
REBATE(S) ASSIGNED TO DEALER	$0.00
DEPOSIT RECEIPT #	$0.00
CASH DOWN RECEIPT $	$0.00
SERVICE CONTRACT	$0.00
GAP	
UNPAID BALANCE	
NET DUE UPON DEL CASH/CHECK CONTRACT	$34,800.00

Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE. AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.

PURCHASER'S SIGNATURE _____ DATE _____ ACCEPTED BY: _____ DEALER OR HIS AUTHORIZED REPRESENTATIVE

CO-PURCHASER'S SIGNATURE _____ DATE _____

HRM-005638 GA 9-NORMAL, N3, 105638, PE171 5062

VTC			U	R	GA				
CERT	CERT	CERT	TRD	RAMP	BUMP	CAMP	BOOK	EXFL	ROTA

013859 1122/2332 3FMCR9B65 PRD61383 NB GU13

ford.com

VEHICLE DESCRIPTION

BRONCO SPORT

PR D61383

2023 BIG BEND 4X4
5-PASSENGER
1.5L ECOBOOST ENGINE
8-SPD AUTO TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
EBONY BLACK UNIQUE CLOTH

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- ACTIVE GRILLE SHUTTERS
- DOOR HANDLES - BLACK
- EASY FUEL® CAPLESS FILLER
- GRL-GRAY-"BRONCO" WHT
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS-LED
- LIFTGATE W/ LIFTGLASS
- MIRRORS - HTD/POWER GLASS
- PRV GLS-2ND FW/LIFTGATE
- REAR INT WIPER/WASH/DFRST
- ROOF-RACK SIDE RAILS-BLACK
- TAILLAMPS-LED
- WHEEL LIP MOULDINGS - BLACK

INTERIOR
- 1-TOUCH DOWN DRIVER WINDOW
- 60/40 SPLIT FOLD REAR SEAT
- DUAL ILLUM VIS VANITY MIRR
- EASY CLEAN CLOTH BUCKETS
- ELECTRONIC AUTO TEMP CTRL
- FLOOD LIGHT ADJ LIFTGATE
- ILLUMINATED ENTRY SYSTEM
- MANUAL PASS SEAT - 4-WAY
- MOLLE STRAP SYSTEM
- POWERPOINTS - 12V
- RUBBERIZED CARGO FLOOR
- STEERING:RLT/TELESCOPE, CRUISE & AUDIO CONTROLS
- USB A AND C

FUNCTIONAL
- AM/FM STEREO W/6 SPEAKERS
- AUTO START STOP TECH
- BRAKES, 4-WHEEL DISC/ABS
- FORD CO-PILOT360™
- FORDPASS™ CONNECT
- REAR VIEW CAMERA
- REFRESH95
- REMOTE KEYLESS ENTRY
- SIRIUSXM® - SVC N/A AK&HI
- SYNC®3 8" SCRN W/APPLINK®
- TERRAIN MANAGEMENT SYS-5
- WIRING PREP-PACK

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAG - DRIVER KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - SAFETY CANOPY®
- FRT-PASS SENSING SYSTEM
- INDIV TIRE PRESS MONIT SYS
- LATCH CHILD SAFETY SYSTEM
- PERIMETER ALARM
- SECURILOCK® ANTI-THEFT SYS
- SIDE AIRBAGS
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)
OPTIONAL EQUIPMENT/OTHER	
.EQUIPMENT GROUP 200A	
225/65 R17 102H A/S BSW TIRES	
4G LTE WIFI HOTSPOT REMOVAL	- 20.00
2ND ROW RUBBERIZED SEAT BACKS	95.00
50 STATE EMISSIONS	NO CHARGE
CARGO MAT	130.00
CONVENIENCE PACKAGE	1,785.00
.REAR PARKING SENSORS	
.WIRELESS CHARGING PAD	
.HEATED FRONT SEATS	
.SECURICODE KEYLESS ENTRY PAD	
.LED FOG LAMPS	
.UNIVERSAL GARAGE DOOR OPENER	
.8-WAY POWER DRIVERS SEAT	
FRONT LICENSE PLATE BRACKET	NO CHARGE

PRICE INFORMATION	(MSRP)
BASE PRICE	$31,230.00
TOTAL OPTIONS/OTHER	1,990.00
TOTAL VEHICLE & OPTIONS/OTHER	33,220.00
DESTINATION & DELIVERY	1,595.00

Bronco Off-Roadeo is an outdoor and off-road adventure playground. Original Bronco Sport owners who purchase and take delivery can attend this full-day, immersive driving experience, valued at $2,500. Fleet vehicles not eligible. See www.BroncoOffRoadeo.com for more information.

RAMP ONE RH02

RAMP TWO

RAIL

ITEM #: 21-6258 O/T 2

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TOTAL MSRP $34,815.00

Ford Credit

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

PE171 N RB 2X 350 005638 05 17 23

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

26 MPG combined city/hwy

25 city 28 highway

3.8 gallons per 100 miles

Small SUVs range from 14 to 129 MPG. The best vehicle rates 132 MPGe.

You spend **$500** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **$1,700**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 5 (1 – 10 Best)

Smog Rating (tailpipe only): 7 (1 – 10 Best)

This vehicle emits 342 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.95 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov

Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★★ / Passenger ★★★★★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ / Rear seat ★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

BRONCO™ SPORT

BUILT WILD

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features (see App Terms for more information). Connected service and related features functionality is subject to compatible AT&T network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

3FMCR9B65PRD61383

FORD PROTECT™ Continued Service Plan

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

⚠ WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 3FMCR9B65PRD61383 TO 48029

Msg & Data rates may apply. Text HELP for help

www.ford.com/mup/privacy-terms/

07/27/2023

BUYER'S ORDER / INVOICE / BILL OF SALE

Akins Ford · Dodge · Chrysler · Jeep

P.O. Box 280 · Winder, GA 30680 · 770-867-9136 · 800-282-7872 · www.akinsford.com · sales @ akinsford.net

SALESPERSON	QUOTE
PROSPECT #	
STOCK NUMBER	PRD45327
DATE	08/02/23
TYPE - R.F.W.T.L.	F
FLEET#	

CUSTOMER INFORMATION FOR TITLE PURPOSES

NAME(S) FIRST, MIDDLE, LAST OR BUSINESS: HALL COUNTY

STREET ADDRESS	CITY	COUNTY	STATE	ZIP CODE

MAILING ADDRESS	CITY	COUNTY	STATE	ZIP CODE

HOME PHONE	CELL OR PAGER #	OFFICE OR WORK PHONE	E-MAIL ADDRESS
	-	-	

PRIMARY PURCHASER INFORMATION

SOCIAL SECURITY	DRIVER'S LICENSE #	DATE OF BIRTH	NAD #

VEHICLE PURCHASED

TYPE	YEAR	MAKE	MODEL	BODY
N	2023	FORD	BRONCO SPORT	BIG BEND

CYLINDERS	TRANSMISSION	FUEL	COLOR	TRIM	VIN
5.0L V8	AUTO	UNL	WHITE	EBONY	3FMCR9B63PRD45327

KEY CODE	OTHER	ODOMETER
		1,721

TRADE-IN #1

YEAR	MAKE	VIN

MODEL	STOCK NUMBER	ODOMETER	TRADE ALLOWANCE $

PAYOFF AMOUNT	GOOD UNTIL	ACCOUNT NUMBER

PAYOFF OWED TO	PHONE NUMBER	QUOTED BY

ADDRESS	CITY	STATE	ZIP CODE

TRADE-IN #2

YEAR	MAKE	VIN

MODEL	STOCK NUMBER	ODOMETER	TRADE ALLOWANCE $

PAYOFF AMOUNT	GOOD UNTIL	ACCOUNT NUMBER

PAYOFF OWED TO	PHONE NUMBER	QUOTED BY

ADDRESS	CITY	STATE	ZIP CODE

LIEN HOLDER

PURCHASED VEHICLE LIEN HOLDER	LIEN HOLDER CODE

ADDRESS	CITY	STATE	ZIP CODE

INSURANCE

COMPANY	POLICY NUMBER

AGENT	PHONE

ADDRESS	CITY	STATE	ZIP CODE

BASE PRICE	$36,900.00
	$0.00
	$0.00
TOTAL PRICE INCLUDING DEALER OPTIONS	$36,900.00
ADJUSTED PRICE INCL DISCOUNT(S)	$36,900.00
GROSS TRADE-IN ALLOWANCE	$0.00
TRADE DIFFERENCE	$36,900.00
SERVICE & DOCUMENTATION FEE	$0.00
TAXABLE AMOUNT	$36,900.00
SALES TAX 0%	$0.00
TAG & TITLE FEE	$0.00
GA WARRANTY RIGHTS FEE (NEW ONLY)	$0.00
PRICE INCLUDING TAX & FEES	$36,900.00
BALANCE OWED ON TRADE(S)	$0.00
TOTAL PURCHASE PRICE W/TRADES	$36,900.00
REBATE(S) ASSIGNED TO DEALER	$0.00
DEPOSIT RECEIPT #	$0.00
CASH DOWN RECEIPT $	$0.00
SERVICE CONTRACT	$0.00
GAP	
UNPAID BALANCE	
NET DUE UPON DEL CASH/CHECK CONTRACT	$36,900.00

Purchaser agrees that this Order, including all the terms on BOTH THE FACE AND REVERSE SIDE HEREOF, and any retail installment sales contract reflecting the above transaction cancel and supercede any prior agreement or contract and compromise the complete and exclusive statement of the terms. Purchaser agrees that THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE, AND FURTHERMORE IN THE EVENT OF A TIME SALE, THIS ORDER SHALL NOT BE BINDING UNTIL THE RETAIL INSTALLMENT SALES CONTRACT IS SIGNED BY PURCHASER AND HAS BEEN APPROVED BY A BANK OR FINANCE COMPANY WILLING TO PURCHASE SAID CONTRACT ON SUCH TERMS. This agreement cannot be modified except by express agreement of the parties. Purchaser by his executing of the Agreement acknowledges that he has read the terms and conditions and has received a true copy of the agreement.

PURCHASER'S SIGNATURE _____ DATE _____

ACCEPTED BY: _____ DEALER OR HIS AUTHORIZED REPRESENTATIVE

CO-PURCHASER'S SIGNATURE _____ DATE _____

HRM-004962 GA 9-NORMAL, NB, 104962, PC271 3997

UTC			U	R	GA			
CERT	CERT	CERT	TRD	RAMP	BUMP	CAMP	BOOK	EXFLROTA

012884 1728/2182 3FMCR9B63 PRD45327 NB GU13

VEHICLE DESCRIPTION

BRONCO SPORT

PR D45327

2023 BIG BEND 4X4
5-PASSENGER
1.5L ECOBOOST ENGINE
8-SPD AUTO TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
EBONY BLACK UNIQUE CLOTH

ford.com

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- ACTIVE GRILLE SHUTTERS
- DOOR HANDLES - BLACK
- EASY FUEL® CAPLESS FILLER
- GRL-GRAY-"BRONCO" WHT
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS-LED
- LIFTGATE W/ LIFTGLASS
- MIRRORS - HTD/POWER GLASS
- PRV GLS-2ND RW/LIFTGATE
- REAR INT WIPER/WASH/DFRST
- ROOF-RACK SIDE RAILS-BLACK
- TAILLAMPS-LED
- WHEEL LIP MOLDINGS - BLACK

INTERIOR
- 1-TOUCH DOWN DRIVER WINDOW
- 60/40 SPLIT FOLD REAR SEAT
- DUAL ILLUM VIS VANITY MIRR
- EASY CLEAN CLOTH BUCKETS
- ELECTRONIC AUTO TEMP CTRL
- FLOOD LIGHT ADJ LIFTGATE
- ILLUMINATED ENTRY SYSTEM
- MANUAL PASS SEAT - 4-WAY
- MOLLE STRAP SYSTEM
- POWERPOINTS - 12V
- RUBBERIZED CARGO FLOOR
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- USB A AND C

FUNCTIONAL
- AM/FM STEREO W/6 SPEAKERS
- AUTO START STOP TECH
- BRAKES, 4-WHEEL DISC/ABS
- FORD CO-PILOT360™
- FORDPASS™ CONNECT
- REAR VIEW CAMERA
- REFRESHING
- REMOTE KEYLESS ENTRY
- SIRIUSXM® - SVC N/A AK&HI
- SYNC® 8" SCRN W/APPLINK®
- TERRAIN MANAGEMENT SYS-6
- WIRING PREP-PACK

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAG - DRIVER KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - SAFETY CANOPY®
- FRT-PASS SENSING SYSTEM
- INDIV TIRE PRESS MONIT SYS
- LATCH CHILD SAFETY SYSTEM
- PERIMETER ALARM
- SECURILOCK® ANTI-THEFT SYS
- SIDE AIRBAGS
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 6YR/60,000 POWERTRAIN
- 6YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)
OPTIONAL EQUIPMENT/OTHER	
.EQUIPMENT GROUP 200A	
225/65R17 102H A/S BSW TIRES	
4G LTE WIFI HOTSPOT REMOVAL	20.00
POWER MOONROOF	920.00
2ND ROW RUBBERIZED SEAT BACKS	95.00
50 STATE EMISSIONS	NO CHARGE
FORD CO-PILOT360 ASSIST+	895.00
FLR LINERS FR-RR W/O CRPT MTS	160.00
CLASS II TRAILER TOW PACKAGE	690.00
CARGO MANAGEMENT SYSTEM	150.00
CONVENIENCE PACKAGE	1,795.00
.REAR PARKING SENSORS	
.WIRELESS CHARGING PAD	
.HEATED FRONT SEATS	
.SECURICODE KEYLESS ENTRY PAD	
.LED FOG LAMPS	
.UNIVERSAL GARAGE DOOR OPENER	
.8-WAY POWER DRIVERS SEAT	
FRONT LICENSE PLATE BRACKET	NO CHARGE

PRICE INFORMATION	(MSRP)
BASE PRICE	$31,230.00
TOTAL OPTIONS/OTHER	4,675.00
TOTAL VEHICLE & OPTIONS/OTHER	35,905.00
DESTINATION & DELIVERY	1,595.00

Bronco Off-Roaders is an outdoor and off-road adventure playground. Original Bronco Sport owners who purchase and take delivery can attend this full-day, immersive driving experience, valued at $2,500. Fleet vehicles not eligible. See www.BroncoOffRoaders.com for more information.

	RAMP ONE: RA3J	
	RAMP TWO:	RAIL
		ITEM #: 21-4739 O/T 2

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

TOTAL MSRP $37,500.00

Ford Credit: Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance

PC271 N RB 2K 340 004962 03 27 23

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy: **26 MPG** combined city/hwy — 25 city, 28 highway

3.8 gallons per 100 miles

Small SUVs range from 14 to 129 MPG. The best vehicle rates 132 MPGe.

You spend **$500** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **$1,700**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 5 (1–10, Best)

Smog Rating (tailpipe only): 7 (1–10, Best)

This vehicle emits 342 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $8,100 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.91 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash	Driver	★★★★★
	Passenger	★★★★★

Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash	Front seat	★★★★★
	Rear seat	★★★★★

Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

3FMCR9B63PRD45327

BRONCO SPORT
BUILT WILD

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See In-vehicle Settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting their from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

FORD PROTECT® Continued Service Plan
Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

⚠ WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SMS OR TEXT 3FMCR9B63 TO 48028

Msg & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

08/02/2023

5Rall

HRM-001805 GA 9-NORMAL,NB,201805,PB072 14299

UTC			U	R	GA				
CERT	CERT	CERT	TRD	RAMP	BUMP	CAMP	BOOK	EXFL	ROTA

011989
410/584

3FMCR9B67 PRD26585 NB GU13

Ford
ford.com

VEHICLE DESCRIPTION

BRONCO SPORT

PR D26585

2023 BIG BEND 4X4
5-PASSENGER
1.5L ECOBOOST ENGINE
8-SPD AUTO TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM DARK SLATE UNIQUE CL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- ACTIVE GRILLE SHUTTERS
- DOOR HANDLES - BLACK
- EAS* FUEL® CAPLESS FILLER
- GRL-GRAY-"BRONCO" WHT
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS-LED
- LIFTGATE W/ LIFTGLASS
- MIRRORS - HTD/POWER GLASS
- PRV 3LS-2ND RW/LIFTGATE
- REAR INT WIPER/WASH/OFFRST
- ROOF-RACK SIDE RAILS-BLACK
- TAILLAMPS-LED
- WHEEL LIP MOLDINGS - BLACK

INTERIOR
- 1-TOUCH DOWN DRIVER WINDOW
- 60/40 SPLIT FOLD REAR SEAT
- DUAL ILLUM VIS VANITY MIRR
- EASY CLEAN CLOTH BUCKETS
- ELECTRONIC AUTO TEMP CTR.
- FLOOD LIGHT ADJ LIFTGATE
- ILLUMINATED ENTRY SYSTEM
- MANUAL PASS SEAT - 4-WAY
- MOLLE STRAP SYSTEM
- POWERPOINTS - 12V
- RUBBERIZED CARGO FLOOR
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- USB A AND C

FUNCTIONAL
- AM/FM STEREO W/6 SPEAKERS
- AUTO START STOP TECH
- BRAKES, 4-WHEEL DISC/ABS
- FORD CO-PILOT360™
- FORDPASS™ CONNECT
- INTELL ACCESS W/PUSH START
- REAR VIEW CAMERA
- REFRESH95
- REMOTE KEYLESS ENTRY
- SECURICODE KEYLESS KEYPAD
- SIRIUSXM® - SVC N/A AK&-II
- SYNC®3 8" SCRN W/APPLINK®
- TERRAIN MANAGEMENT SYS-5
- WIRING PREP-PACK

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAG - DRIVER KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - SAFETY CANOPY®
- FRT-PASS SENSING SYSTEM
- INDIV TIRE PRESS MONIT SYS
- LATCH CHILD SAFETY SYSTEM
- PERIMETER ALARM
- SECURILOCK® ANTI-THEFT SYS
- SIDE AIRBAGS
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)
OPTIONAL EQUIPMENT/OTHER	
.EQUIPMENT GROUP 200A	
225/65R17 102H A/S BSW TIRES	
4G LTE WIFI HOTSPOT REMOVAL	20.00
POWER MOONROOF	920.00
2ND ROW RUBBERIZED SEAT BACKS	95.00
50 STATE EMISSIONS	NO CHARGE
FORD CO-PILOT360 ASSIST+	895.00
CLASS II TRAILER TOW PACKAGE	690.00
CARGO MANAGEMENT SYSTEM	150.00
CONVENIENCE PACKAGE	1,785.00
.REAR PARKING SENSORS	
.WIRELESS CHARGING PAD	
.HEATED FRONT SEATS	
.SECURICODE KEYLESS ENTRY PAD	
.LED FOG LAMPS	
.UNIVERSAL GARAGE DOOR OPENER	
.8-WAY POWER DRIVERS SEAT	
FRONT LICENSE PLATE BRACKET	NO CHARGE

PRICE INFORMATION	(MSRP)
BASE PRICE	$31,230.00
TOTAL OPTIONS/OTHER	4,515.00
TOTAL VEHICLE & OPTIONS/OTHER	35,745.00
DESTINATION & DELIVERY	1,595.00

Bronco Off-Roadeo is an outdoor and off-road adventure playground. Original Bronco Sport owners who purchase and take delivery can attend this full-day, immersive driving experience, valued at $2,500. Fleet vehicles not eligible. See www.BroncoOffRoadeo.com for more information.

RAMP ONE: RH02
RAMP TWO:
RAIL
ITEM #: 21-3055 O/T 2

TOTAL MSRP $37,340.00

Ford Credit: Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

PB072 N RB 2X 330 001805 02 07 23

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy
26 MPG combined city/hwy — 25 city, 28 highway
Small SUVs range from 14 to 129 MPG. The best vehicle rates 132 MPGe.
3.8 gallons per 100 miles

You **spend $500** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **$1,700**

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 5 (1–10, Best)
Smog Rating (tailpipe only): 7 (1–10, Best)

This vehicle emits 312 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 26 MPG and costs $9,900 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.56 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★★ / Passenger ★★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ / Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

3FMCR9B67PRD26585

BRONCO SPORT
BUILT WILD

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See In-Vehicle Settings for connectivity options.

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Ford | FORD PROTECT® Continued Service Plan

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

⚠ **WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 3FMCR9B67PRD26585 TO 48028

Msg & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

08/03/2023

AVF

HRM-005331 GA 9-NORMAL,NB,105331,PC231 4265

UTC			U	R	GA				
CERT	CERT	CERT	TRD	RAMP	BUMP	CAMP	BOOK	EXFL	ROTA

012833 775/1169 3FMCR9B62 PRD45030 NB GU13

Ford
ford.com

VEHICLE DESCRIPTION

BRONCO SPORT

PR D45030

2023 BIG BEND 4X4
5-PASSENGER
1.5L ECOBOOST ENGINE
8-SPD AUTO TRANSMISSION

EXTERIOR
CARBONIZED GRAY METALLIC
INTERIOR
MEDIUM DARK SLATE UNIQUE CL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- ACTIVE GRILLE SHUTTERS
- DOOR HANDLES - BLACK
- EASY FUEL® CAPLESS FILLER
- GRL-GRAY-"BRONCO" WHT
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS-LED
- LIFTGATE W/ LIFTGLASS
- MIRRORS - HTD/POWER GLASS
- PRV GLS-2ND RW/LIFTGATE
- REAR INT WIPER/WASH/DFRST
- ROOF-RACK SIDE RAILS-BLACK
- TAILLAMPS-LED
- WHEEL LIP MOLDINGS - BLACK

INTERIOR
- 1-TOUCH DOWN DRIVER WINDOW
- 60/40 SPLIT FOLD REAR SEAT
- DUAL ILLUM VIS VANITY MIRR
- EASY CLEAN CLOTH BUCKETS
- ELECTRONIC AUTO TEMP CTRL
- FLOOD LIGHT ADJ LIFTGATE
- ILLUMINATED ENTRY SYSTEM
- MANUAL PASS SEAT - 4-WAY
- MOLLE STRAP SYSTEM
- POWERPOINTS - 12V
- RUBBERIZED CARGO FLOOR
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- USB A AND C

FUNCTIONAL
- AM/FM STEREO W/6 SPEAKERS
- AUTO START STOP TECH
- BRAKES, 4-WHEEL DISC/ABS
- FORD CO-PILOT360™
- FORDPASS™ CONNECT
- REAR VIEW CAMERA
- REFRESH95
- REMOTE KEYLESS ENTRY
- SIRIUSXM® - SVC N/A AK&HI
- SYNC®3 8" SCRN W/APPLNK®
- TERRAIN MANAGEMENT SYS-5
- WIRING PREP-PACK

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAG - DRIVER KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - SAFETY CANOPY®
- FRT-PASS SENSING SYSTEM
- INDIV TIRE PRESS MONIT SYS
- LATCH CHILD SAFETY SYSTEM
- PERIMETER ALARM
- SECURILOCK® ANTI-THEFT SYS
- SIDE AIRBAGS
- SOS POST-CRASH ALERT SYS™

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

OPTIONAL EQUIPMENT/OTHER	(MSRP)
.EQUIPMENT GROUP 200A	
225/65 R17 102H A/S BSW TIRES	
4G LTE WIFI HOTSPOT REMOVAL	- 20.00
POWER MOONROOF	920.00
2ND ROW RUBBERIZED SEAT BACKS	95.00
50 STATE EMISSIONS	NO CHARGE
FORD CO-PILOT360 ASSIST+	695.00
SUPPLEMENTAL PTC HEATER	NO CHARGE
CLASS II TRAILER TOW PACKAGE	690.00
CARGO MANAGEMENT SYSTEM	150.00
CONVENIENCE PACKAGE	1,785.00
.REARPARKING SENSORS	
.WIRELESS CHARGING PAD	
.HEATED FRONT SEATS	
.SECURICODE KEYLESS ENTRY PAD	
.LED FOG LAMPS	
.UNIVERSAL GARAGE DOOR OPENER	
.8-WAY POWER DRIVERS SEAT	

PRICE INFORMATION	(MSRP)
BASE PRICE	$31,230.00
TOTAL OPTIONS/OTHER	4,515.00
TOTAL VEHICLE & OPTIONS/OTHER	35,745.00
DESTINATION & DELIVERY	1,595.00

Bronco Off-Roadeo is an outdoor and off-road adventure playground. Original Bronco Sport owners who purchase and take delivery can attend this full-day, immersive driving experience, valued at $2,500. Fleet vehicles not eligible. See www.BroncoOffRoadeo.com for more information.

RAMP ONE: RA3J
RAMP TWO:
RAIL
ITEM #: 21-430Y O/T 2

TOTAL MSRP $37,340.00

Ford Credit: Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

PC231 N RB 2X 340 005331 03 23 23

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy
26 MPG combined city/hwy
25 city
28 highway
3.8 gallons per 100 miles

Small SUVs range from 14 to 129 MPG. The best vehicle rates 132 MPGe.

You **spend $500** more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost $1,700

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 5 (1 – 10 Best)

Smog Rating (tailpipe only): 7 (1 – 10 Best)

This vehicle emits 342 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 26 MPG and costs $8,000 in fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.55 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver ★★★★★ Passenger ★★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat ★★★★★ Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

3FMCR9B62PRD45030

BRONCO SPORT
BUILT WILD

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T network availability, evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

Ford | FORD PROTECT™ Continued Service Plan
Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

⚠ **WARNING:** Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 3FMCR9B62PRD45030 TO 48028

Msg & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

07/27/2023

Allan Vigil Ford Lincoln

6790 Mt. Zion Boulevard
Morrow, GA 30260
https://www.allanvigilford.net

Sales: 6783643673

2023 Ford Bronco Sport Big Bend

Body Style: 4D Sport Utility
Model Code: R9B
Engine: 1.5L EcoBoost® with Auto Start-Stop Technology
Transmission: 8-Speed Automatic
Drive Type: 4WD
Ext. Color: Cactus Gray
Int. Color: Medium Dark Slate
MPG: 25 City / 28 Hwy
VIN #: 3FMCR9B68PRD66562
Stock #: PRD66562

Allan Vigil Price:	**$36,749**
MSRP	**$36,500**
Admin Fee:	**+$699**
Dealer Installed Accessories:	**+$249**
Allan Vigil Price:	**$36,749**

Ford Conditional Rebates:

Retail Trade Assist	**-$1,000**
Returning Explorer RCL Renewal	**-$1,000**
2023 Military Recognition Exclusive Cash Reward	**-$500**
2023 College Student Recognition Exclusive Cash Reward Pgm.	**-$500**
2023 First Responder Recognition Exclusive Cash Reward	**-$500**

Cactus Gray 2023 Ford Bronco Sport Big Bend 4WD 8-Speed Automatic 1.5L EcoBoost Convenience Package, Equipment Group 200A, Evasive Steering Assist, Ford Co-Pilot360 Assist++, Front Driver & Passenger Seatback Zipper Pockets, Heated Front Bucket Seats, Intelligent Access (Lock/Unlock), Intelligent Adaptive Cruise Control w/Stop & Go, Leather-Wrapped Steering Wheel, LED Fog Lamps, Power Moonroof, Power steering, Power windows, Rear Parking Sensors, Remote keyless entry, Universal Garage Door Opener (UGDO), Voice-Activated Touchscreen Navigation System, Wheels: 17 Carbonized Gray-Painted Aluminum, Wireless Charging

Pad.Accessories Added: Nano Ceramic Film Window TintSome factory rebates listed may require customer to finance through Ford Credit, see dealer for details, 25/28 City/Highway MPG Price includes $249 in dealer added accessories.

Standard Equipment

Exterior

- Active Grille Shutters
- Door Handles - Black
- Easy Fuel Capless Filler
- Grl-Gray-"Bronco" Wht
- Headlamps - Auto High Beam
- Headlamps-Led
- Liftgate W/ Liftglass
- Mirrors - Htd/Power Glass
- Prv Gls-2Nd Rw/Liftgate
- Rear Int Wiper/Wash/Dfrst
- Roof-Rack Side Rails-Black
- Taillamps-Led
- Wheel Lip Moldings - Black

Functional

- Am/Fm Stereo W/6 Speakers
- Auto Start Stop Tech
- Brakes, 4-Wheel Disc/Abs
- Ford Co-Pilot360
- Fordpass Connect
- Rear View Camera
- Refresh95
- Remote Keyless Entry
- Siriusxm - Svc N/A Ak&Hi
- Sync3 8" Scrn W/Applink
- Terrain Management Sys-5
- Wiring Prep-Pack

Interior

- 1-Touch Down Driver Window
- 60/40 Split Fold Rear Seat
- Dual Illum Vis Vanity Mirr
- Easy Clean Cloth Buckets
- Electronic Auto Temp Ctrl
- Flood Light Adj Liftgate
- Illuminated Entry System
- Manual Pass Seat - 4-Way
- Molle Strap System
- Powerpoints - 12V
- Rubberized Cargo Floor
- Steering:Tilt/Telescope, Cruise & Audio Controls
- Usb A And C

Safety

- Advancetrac With Rsc
- Airbag - Driver Knee
- Airbags - Dual Stage Front
- Airbags - Safety Canopy
- Frt-Pass Sensing System
- Indiv Tire Press Monit Sys
- Latch Child Safety System
- Perimeter Alarm
- Securilock Anti-Theft Sys
- Side Airbags
- Sos Post-Crash Alert Sys

Technical Specifications

Mileage

- Fuel Economy Est-Combined (MPG): 26
- EPA Fuel Economy Est - City (MPG): 25
- EPA Fuel Economy Est - Hwy (MPG): 28

Electrical

- Cold Cranking Amps @ 0° F (Primary): 760
- Cold Cranking Amps @ 0° F (2nd): 760

Weight Information

- Base Curb Weight (lbs): 3467
- Gross Vehicle Weight Rating Cap (lbs): 4630
- Gross Combined Wt Rating (lbs): 5860

Trailering

- Dead Weight Hitch - Max Trailer Wt. (lbs): 2000
- Dead Weight Hitch - Max Tongue Wt. (lbs): 200
- Wt Distributing Hitch - Max Trailer Wt. (lbs): 2000
- Wt Distributing Hitch - Max Tongue Wt. (lbs): 200
- Maximum Trailering Capacity (lbs): 2000

Suspension

- Suspension Type - Front: Strut
- Suspension Type - Rear: Short And Long Arm
- Axle Type - Front: Independent
- Axle Type - Rear: Independent
- Axle Ratio (:1) - Front: 3.80
- Axle Ratio (:1) - Rear: 3.80

Brakes

- Brake Type: 4-Wheel Disc
- Brake ABS System: 4-Wheel
- Brake ABS System (Second Line): 4-Wheel
- Disc - Front (Yes or): Yes
- Disc - Rear (Yes or): Yes

Tires

- Front Tire Size: P225/65HR17
- Rear Tire Size: P225/65HR17
- Spare Tire Size: Compact

Wheels

- Front Wheel Size (in): 17 X 7
- Rear Wheel Size (in): 17 X 7
- Spare Wheel Size (in): Compact
- Front Wheel Material: Aluminum
- Rear Wheel Material: Aluminum
- Spare Wheel Material: Steel

Steering

- Steering Type: Rack-Pinion
- Turning Diameter - Curb to Curb (ft): 37.4

Fuel Tank

- Fuel Tank Capacity, Approx (gal): 16

Exterior Dimensions

- Wheelbase (in): 105.1
- Length, Overall (in): 172.7
- Width, Max w/o mirrors (in): 74.3
- Height, Overall (in): 70.2
- Track Width, Front (in): 63.4
- Track Width, Rear (in): 62.8
- Min Ground Clearance (in): 7.8

Cargo Area Dimensions

- Cargo Volume to Seat 1 (ft^3): 65.2
- Cargo Volume to Seat 2 (ft^3): 32.5
- Cargo Volume to Seat 3 (ft^3): 32.5

Interior Dimensions

- Passenger Capacity: 5
- Front Head Room (in): 41.5
- Front Leg Room (in): 42.4
- Front Shoulder Room (in): 57.3
- Front Hip Room (in): 55.2
- Second Head Room (in): 41.7
- Second Leg Room (in): 36.9
- Second Shoulder Room (in): 55.6
- Second Hip Room (in): 53.4

Summary

- Vehicle Name: Ford Bronco Sport

- Body Style: Sport Utility
- Body Code: S

Emissions

- Tons/yr of CO2 Emissions @ 15K mi/year: 6.9

- Convenience Package
- Equipment Group 200A
- Ford Co-Pilot360 Assist++
- 6 Speakers
- AM/FM radio: SiriusXM
- AM/FM Stereo
- Radio data system
- SiriusXM
- SYNC 3 Communications & Entertainment System
- Air Conditioning
- Automatic temperature control
- Rear window defroster
- Power steering
- Power windows
- Remote keyless entry
- Steering wheel mounted audio controls
- Four wheel independent suspension
- Speed-sensing steering
- Traction control
- 4-Wheel Disc Brakes
- ABS brakes
- Dual front impact airbags
- Dual front side impact airbags
- Emergency communication system: SYNC 3 911 Assist
- Front anti-roll bar
- Intelligent Access (Lock/Unlock)
- Knee airbag
- Low tire pressure warning
- Occupant sensing airbag
- Overhead airbag
- Rear anti-roll bar
- Power Moonroof
- Brake assist
- Electronic Stability Control
- Rear Parking Sensors
- Auto High-beam Headlights
- Delay-off headlights
- Fully automatic headlights
- Panic alarm
- Security system
- Intelligent Adaptive Cruise Control w/Stop & Go
- Speed control
- Heated door mirrors
- LED Fog Lamps
- Power door mirrors
- Roof rack: rails only
- 4G LTE Wi-Fi Hotspot Credit
- Compass
- Driver door bin
- Driver vanity mirror
- Evasive Steering Assist
- Front Driver & Passenger Seatback Zipper Pockets
- Front reading lights
- Illuminated entry
- Leather-Wrapped Steering Wheel
- Outside temperature display
- Overhead console
- Passenger vanity mirror

- Rear reading lights
- Rear seat center armrest
- Rubberized Second Row Seat Backs
- SYNC 3/Apple CarPlay/Android Auto
- Tachometer
- Telescoping steering wheel
- Tilt steering wheel
- Trip computer
- Unique Cloth Front Bucket Seats
- Universal Garage Door Opener (UGDO)
- Voice-Activated Touchscreen Navigation System
- Wireless Charging Pad
- Front Bucket Seats
- Front Center Armrest
- Heated Front Bucket Seats
- Split folding rear seat
- Passenger door bin
- Alloy wheels
- Wheels: 17" Carbonized Gray-Painted Aluminum
- Rear window wiper
- Speed-Sensitive Wipers
- Variably intermittent wipers
- 3.80 Axle Ratio

Warranty Information

- 3Yr/36,000 Bumper / Bumper
- 5Yr/60,000 Powertrain
- 5Yr/60,000 Roadside Assist

While we make every effort to ensure the data listed here is correct, there may be instances where some of the options or vehicle features may be listed incorrectly as we get data from multiple data sources. PLEASE MAKE SURE to confirm the details of this vehicle with the dealer to ensure its accuracy. Dealer cannot be held liable for data that is listed incorrectly.

While we make every effort to ensure the data listed here is correct, there may be instances where some of the factory rebates, incentives, options or vehicle features may be listed incorrectly as we get data from multiple data sources. PLEASE MAKE SURE to confirm the details of this vehicle (such as what factory rebates you may or may not qualify for) with the dealer to ensure its accuracy. Dealer cannot be held liable for data that is listed incorrectly.

www.allanvigilford.net 8/17/2023 2:38:29 PM

Wade Ford

3860 South Cobb Drive
Smyrna, GA 30080
https://www.wadeford.com

Sales: 8668475880
Service: 8668475881

2023 Ford Bronco Sport Big Bend

Body Style: Sport Utility
Model Code: R9B
Engine: 1.5L EcoBoost® with Auto Start-Stop Technology
Transmission: Automatic
Drive Type: 4WD
Ext. Color: Black
Int. Color: Medium Dark Slate
MPG: 25 City / 28 Hwy
VIN #: 3FMCR9B67PRD69033
Stock #: PRD69033

MSRP:	~~$36,790~~
Dealer Discount:	**-$1,923**
Final Price:	**$34,867**

Add. Offers you may Qualify For:

Retail Trade Assist	**$1,000**
2023 Military Recognition Exclusive Cash Reward	**$500**
2023 College Student Recognition Exclusive Cash Reward Pgm.	**$500**
2023 First Responder Recognition Exclusive Cash Reward	**$500**
Returning Explorer RCL Renewal	**$1,000**

***Please Note:** We turn our inventory daily, please check with the dealer to confirm vehicle availability.

25/28 City/Highway MPG 2023 Ford Bronco Sport Big BendWE ARE PROUD TO OFFER OUR CUSTOMER S THE FREEDOM OF BEING ABLE TO SHOP SAFELY FROM HOME. WE ARE ALSO PROUD TO OFFER FREE HOME DELIVERY OF YOUR VEHICLE WITHIN 100 MILES OF THE DEALERSHIP. Dealer Disclaimer: Features and options are descriptive of what can be expected on the vehicle. Price options and vehicle availability should be verified by contacting the dealer. Price excludes taxes tags and title fees. Current mileage may vary due to test drives and vehicle relocation. Prices do not include Tax Tag Title or $799 Dealer Fee. The price advertised may include $1 000 Trade Assist $1000 GM Conquest. You may also qualify for the following conditional rebates $500 military rebate $500 for first responder personnel and an additional $1000 when customers finance through Ford credit. Please contact the dealership for more info.

Standard Equipment

Exterior

- Active Grille Shutters
- Door Handles - Black
- Easy Fuel Capless Filler
- Grl-Gray-"Bronco" Wht

- Headlamps - Auto High Beam
- Headlamps-Led
- Liftgate W/ Liftglass
- Mirrors - Htd/Power Glass
- Prv Gls-2Nd Rw/Liftgate
- Rear Int Wiper/Wash/Dfrst
- Roof-Rack Side Rails-Black
- Taillamps-Led
- Wheel Lip Moldings - Black

Functional

- Am/Fm Stereo W/6 Speakers
- Auto Start Stop Tech
- Brakes, 4-Wheel Disc/Abs
- Ford Co-Pilot360
- Fordpass Connect
- Rear View Camera
- Refresh95
- Remote Keyless Entry
- Siriusxm - Svc N/A Ak&Hi
- Sync3 8" Scrn W/Applink
- Terrain Management Sys-5
- Wiring Prep-Pack

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- 1-Touch Down Driver Window
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- Indiv Tire Press Monit Sys
- Latch Child Safety System
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- Maximum Trailering Capacity (lbs): 2000

Suspension

- Suspension Type - Front: Strut
- Suspension Type - Rear: Short And Long Arm
- Axle Type - Front: Independent
- Axle Type - Rear: Independent
- Axle Ratio (:1) - Front: 3.80
- Axle Ratio (:1) - Rear: 3.80

Brakes

- Brake Type: 4-Wheel Disc
- Brake ABS System: 4-Wheel
- Brake ABS System (Second Line): 4-Wheel
- Disc - Front (Yes or): Yes
- Disc - Rear (Yes or): Yes

Tires

- Front Tire Size: P225/65HR17
- Rear Tire Size: P225/65HR17
- Spare Tire Size: Compact

Wheels

- Front Wheel Size (in): 17 X 7
- Rear Wheel Size (in): 17 X 7

- Spare Wheel Size (in): Compact
- Front Wheel Material: Aluminum
- Rear Wheel Material: Aluminum
- Spare Wheel Material: Steel

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- Steering Type: Rack-Pinion
- Turning Diameter - Curb to Curb (ft): 37.4

Fuel Tank

- Fuel Tank Capacity, Approx (gal): 16

Exterior Dimensions

- Wheelbase (in): 105.1
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- Height, Overall (in): 70.2
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- Passenger Capacity: 5
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- Front Leg Room (in): 42.4
- Front Shoulder Room (in): 57.3
- Front Hip Room (in): 55.2
- Second Head Room (in): 41.7
- Second Leg Room (in): 36.9
- Second Shoulder Room (in): 55.6
- Second Hip Room (in): 53.4

Summary

- Vehicle Name: Ford Bronco Sport
- Body Style: Sport Utility
- Body Code: S

Emissions

- Tons/yr of CO2 Emissions @ 15K mi/year: 6.9

There is currently no information available about this vehicle's options online.
Please contact our dealership to find out more about the options of this vehicle.

Warranty Information

- 3Yr/36,000 Bumper / Bumper
- 5Yr/60,000 Powertrain
- 5Yr/60,000 Roadside Assist

While we make every effort to ensure the data listed here is correct, there may be instances where some of the options or vehicle features may be listed incorrectly as we get data from multiple data sources. PLEASE MAKE SURE to confirm the details of this vehicle with the dealer to ensure its accuracy. Dealer cannot be held liable for data that is listed incorrectly.

*These estimates reflect new EPA methods beginning with 2008 models. Your actual mileage will vary depending on how you drive and maintain your vehicle. Actual mileage will vary with options, driving conditions, driving habits and vehicle's condition. Mileage estimates may be derived from previous year model.

www.wadeford.com 8/17/2023 11:03:39 AM

AGENDA ITEM

County Attorney

REPORT TO: **Work Session (09/11/23)**

REPORT TO: **Voting Meeting (09/14/23)**

ITEM NO: 490/2023

SUBJECT: Approval and authorization for the Chairman to execute a Settlement Agreement with Habersham Partners, LLC to acquire a portion of Sardis Road Connector Project Parcel 143, being Hall County Tax Parcel Number 10104 000017C, in the amount of $890,000.00; and authorization to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 09/11/23

Voting Meeting Date: 09/14/23

Executive Summary:

Presenter: BL

Recommendation:
Approval

Purpose of Request:
Approval and authorization for the Chairman to execute a Settlement Agreement with Habersham Partners, LLC to acquire a portion of Sardis Road Connector Project Parcel 143, being Hall County Tax Parcel Number 10104 000017C, in the amount of $890,000.00; and authorization to execute any and all additional documents necessary to effectuate the transaction, subject to review and approval by the County Attorney.

History:

Habersham Partners, LLC has negotiated a settlement with Hall County whereby parcel 143 may be acquired without the necessity of the pursuing a condemnation action.

Facts and Issues:
The County will acquire approximately 0.143 acres of right-of-way and approximately 0.062 acres of easements for a purchase price of eight hundred ninety thousand dollars.

Options:

By approving this Settlement Agreement, the County will avoid the necessity of pursuing a lawsuit to condemn the property.

Funding Requested	$ 890,000.00
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	TS	WG	WLI
Administration		**Clerk**	
CR		JR	

Attachments:

Financial Supplement
Settlement Agreement

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 490/2023

Funds Requested: $ 890,000.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VIII

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	324-SPLOST VIII	4971-ENGINEERING	541100-LAND	$890,000.00

Budget Transfer Items:

Additional Information/Comments:

This agenda item facilitates the County's acquisition of parcel 143 near the intersection of Georgia Highway 60 and the new Sardis Road Connector Project.

Contact for Questions: BL

Phone: 770-297-2686

SETTLMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter, the "Agreement") is hereby made and entered into by and between **HALL COUNTY, GEORGIA** ("Hall County") and **HABERSHAM PARTNERS, LLC** (hereinafter referred to collectively as "Owner") for the purpose of resolving all issues related to Hall County's acquisition of certain property in lieu of condemnation.

WITNESSETH

WHEREAS, on January 2, 2020, the location and design of the Sardis Road Connector Project (Federal Aid Project STP00-0003-00(626)) were approved by the Georgia Department of Transportation and 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 Hall County Board of Commissioners (the "Board of Commissioners") has determined that the Project is a public road purpose permitted by law; and

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

WHEREAS, a portion of the properties necessary to be acquired is owned by the Owner; and

WHEREAS, descriptions of the entirety of the property owned by the Owner is reflected on the plans, attached hereto as **Attachment 1** and by reference made a part hereof (said property being hereinafter sometimes referred to as "Parcel 143" or "Subject Property"); and

WHEREAS, the property shown on **Attachment 1** is designated as tax map number 10104

000017C (Parcel 143) by the taxing authorities of Hall County; and

WHEREAS, Hall County has determined that the portions of Parcel 143 are necessary to be acquired in connection with the construction of the Project are as follows:

(1) A right of way, on Parcel 143, for the purpose of acquiring, constructing, and maintaining a right of way along the portion of the Project, said right of way consisting of .143 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 2**, and by reference made a part hereof;

(2) A permanent easement, on Parcel 143, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.054 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 3**, and by reference made a part hereof; and

(3) A permanent easement, on Parcel 143, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.008 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 4,** and by reference made a part hereof; and

WHEREAS, the parties have reached an Agreement with regard to the amount of just and adequate compensation to be received for all property rights to be acquired, as described above, and, in exchange for the receipt of such funds and certain right of way plan revisions, the Owner has agreed to forever release, settle, dismiss and waive their claims related to or rising out of any Condemnation action; and

WHEREAS, before a condemnation action was filed, Hall County and the Owner agreed during negotiations that the total sum of $890,000.00, for the right of way and permanent easements, along with fixtures, business loss, income, and any site improvements that would be directly impacted by the Project, is just and adequate compensation for the acquired interests and improvements thereon; and

WHEREAS, the parties now desire to settle all claims and avoid any litigation related to Hall County's acquisition of the rights of way and easements required;

NOW, THEREFORE, for and in consideration of the covenants and Agreements herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, Hall County and Owner, intending to be legally bound hereby, do covenant and agree as follows:

1.

Hall County shall pay the Owner $890,000.00, said sum being agreed by all parties to be just and adequate compensation for the acquired interests, described above, as well as any consequential, impact, or other damages resulting from Hall County's acquisition of said interests.

2.

The Owner has represented and Hall County has confirmed that these entities do not have an interest in the settlement set forth herein. Specifically, Jay's Food Mart/Chevron Convenience Store and Petrofast Food Stores, Inc. (improperly identified as Olympic Petroleum) have executed waivers of interest in property and the Air Vac machine was previously removed from the property by its owner.

3.

Pursuant to the terms of this Agreement following approval by the Hall County Board of Commissioners, the parties will close on the purchase and sale of the acquired interests at the offices of Stewart, Melvin & Frost, LLP, at a time to be mutually agreed upon by the parties, but in no event later than September 8, 2023.

4.

The parties have read all the terms hereof and understand and voluntarily accept and agree to all the terms hereof, and that they have been adequately represented and advised by their own legal counsel. Further, the parties enter into this Agreement voluntarily and have not assigned to any

other person or party all or any portion of their claims which are the subject of this Agreement, and the parties confirm that no other person or party is subrogated to any of their rights in this matter. Except as otherwise provided for herein, neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof, shall be assignable by any party, without prior written consent of the other party. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Owner and its heirs, successors, assigns, and transferees.

5.

This Agreement was negotiated and is being delivered, executed, and intended to be performed in the State of Georgia, and its terms and conditions shall be construed and enforced in accordance with the laws of this state. The Superior Court of Hall County, Georgia shall have jurisdiction to resolve any disputes, breaches, or other issues that may arise in association with this Agreement.

6.

The parties shall execute, deliver, acknowledge or supply such further documents, instruments and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Agreement.

7.

The Agreement shall be constructed as if the Parties jointly prepared the same and any uncertainty or ambiguity shall not be construed or interpreted against the drafter.

8.

No representations as to tax consequences, if any, have been made in the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals on the date set forth hereinabove.

Sworn to and subscribed before me this

_____ day of _____, 2023.

Notary Public

_____
Sam Bangee, Partner
HABERSHAM PARTNERS, LLC

HALL COUNTY BOARD OF COMMISSIONERS

_____
Richard Higgins, Chairman

_____
ATTEST:
Jennifer Rivera, County Clerk

Approved as to form:

_____
Hall County Attorney
William J. Linkous, III

4884-4634-2266, v. 1

Attachment 1

(Legal Description of the Entirety of Owner's Property)

STATE OF GEORGIA PROJECT #:STP00-0003-00(626)
COUNTY OF HALL P.I. #: 0003626
PARCEL 143 OWNER: Habersham Partners LLC TAX ID # 10104 000017C
3585 Thompson Bridge Rd

All that tract or parcel of land lying and being in Land Lot 104, 10th Land District, Hall County, Georgia as shown on a plat prepared by Patton Land Surveying, LLC, for Habersham Partners, LLC, First American Title Insurance Company & Calloway Title & Escrow, LLC, dated March 7th, 2022 and being more particularly described as follows:

Commencing at a calculated point located at the centerline baseline intersection of State Route 60 (Thompson Bridge Road) (varying width right-of-way) & State Route 283 (Mt. Vernon Road) per the Georgia Department of Transportation right-of-way map, project number FR-198-1 (11), Sheet 23 of 32, last revised January 16th, 1991 and located at Georgia State Plane Coordinate Northing 1590181.84, Easting 2386120.53, Georgia West Zone, North American Datum of 1983/2007 adjustment, THENCE South 04 degrees 37 minutes 28 seconds East for a distance of 95.86 feet to a l/2" rebar pin found at the intersection of the Westerly right-of-way line of said State Route 60 with the Southerly line of that certain Tract of land as described in Deed Book 627, Page 42, Hall County, Georgia deed records and said point being the TRUE POINT OF BEGINNING.

Thence leaving said State Route 60 and following said Southerly parcel line the following course:

Thence South 85 degrees 16 minutes 41 seconds West for a distance of 161.16 feet to a 1/2" rebar pin set at the intersection of said Southerly parcel line with the Southerly line of Tract 2, as described in Deed Book 7278, Pages 96 & 97, Hall County, Georgia deed records, said line also being the Southerly line as shown on Plat Book 45, Page 246, Hall County, Georgia plat records;

Thence leaving said Southerly line of said Deed Book 627, Page 42 and following the Southerly line of said Tract 2 and the Southerly line of said Plat Book 45, Page 246 the following course:

Thence South 78 degrees 38 minutes 07 seconds West for a distance of 348.01 feet to a 1/2" rebar pin found at the Southwest corner of Tract 3, as described in Deed Book 7278, Pages 96 & 97 and the Southwest comer of Tract 1, as shown on Plat Book 120, Page 194;

Thence following the Southerly line of said Tract 1 the following course:

Thence North 52 degrees 55 minutes 09 seconds East for a distance of 461.94 feet to a 1/2" rebar pin set on the Westerly right-of-way line of said State Route 60;

Thence leaving the Southerly line of said Tract 1 and following the Westerly right-of-way line of said State Route 60 the following courses:

Thence South 34 degrees 07 minutes 21 seconds East for a distance of 166.74 feet to a PK Nail set; Thence South 55 degrees 16 minutes 12 seconds West for a distance of 12.46 feet to a PK Nail set; Thence South 34 degrees 43 minutes 48 seconds East for a distance of 43.00 feet to a point; Thence North 55 degrees 15 minutes 30 seconds East for a distance of 12.00 feet to a right-of-way concrete monument found; Thence South 34 degrees 07 minutes 21 seconds East for a distance of 27.84 feet to a 1/2" rebar pin found and said point being the POINT OF BEGINNING.

Said property contains 1.17 acres more or less.

ATTACHMENT 2

STATE OF GEORGIA PROJECT #:STP00-0003-00(626)
COUNTY OF HALL P.I. #: 0003626
PARCEL 143 OWNER: Habersham Partners LLC TAX ID # 10104 000017C
3585 Thompson Bridge Rd

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 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 49.00 feet left of station 190+74.86 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 05/19/2022.

thence proceeding thru the property now or formerly of Habersham Partners LLC, the following courses and distances North 31°16'00" East, 41.14 feet to a point lying 49.00 feet left of station 191+16.00;

thence North 01°10'41" East, 62.61 feet to a point lying 80.39 feet left of station 191+70.17;

thence North 55°42'52" East, 26.46 feet to a point lying 69.43 feet left of station 191+94.26;

thence along the existing right of way of Thompson Bridge Road (right of way varies) the following courses and distances South 34°16'52" East, 119.67 feet to a point lying 39.50 feet right of station 191+44.72;

thence South 83°13'18" West, 14.06 feet to a point lying 28.43 feet right of station 191+36.06;

thence along the property now or formerly of Habersham Partners LLC, the following courses and distances South 83°11'48" West, 11.31 feet to a point 19.53 feet right of station 191+29.09;

thence South 83°11'49" West, 39.56 feet to a point 11.62 feet left of station 191+04.69;

thence South 82°40'29" West, 47.83 feet to the POINT OF BEGINNING.

Said tract contains 6,237.28 square feet or 0.143 acre per the aforementioned right of way plans.

The part described above is to match the plans. In the event of conflict between this page and the plans, the overall description in the plans governs the part taken.

ATTACHMENT 3

STATE OF GEORGIA PROJECT #:STP00-0003-00(626)
COUNTY OF HALL P.I. #: 0003626
PARCEL 143 OWNER: Habersham Partners LLC TAX ID # 10104 000017C
3585 Thompson Bridge Rd

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 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 87.12 feet left of station 190+44.55 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 05/19/2022;

thence proceeding thru the property now or formerly of Habersham Partners LLC, the following courses and distances North 14°06'05" East, 4.71 feet to a point lying 88.51 feet left of station 190+49.05;

thence North 38°15'43" East, 53.70 feet to a point lying 81.97 feet left of station 191+02.35;

thence North 50°38'38" East, 46.54 feet to a point lying 66.53 feet left of station 191+46.25;

thence South 01°10'27" West, 34.96 feet to a point lying 49.00 feet left of station 191+16.00;

thence South 31°16'00" West, 41.14 feet to a point lying 49.00 feet left of station 190+74.86;

thence along the property now or formerly of Habersham Partners LLC, South 82°46'40" West, 48.70 feet to the POINT OF BEGINNING.

Said tract contains 2,371.88 square feet or 0.054 acre per the aforementioned right of way plans.

The part described above is to match the plans. In the event of conflict between this page and the plans, the overall description in the plans governs the part taken.

ATTACHMENT 4

STATE OF GEORGIA PROJECT #:STP00-0003-00(626)
COUNTY OF HALL P.I. #: 0003626
PARCEL 143 OWNER: Habersham Partners LLC TAX ID # 10104 000017C
3585 Thompson Bridge Rd

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 104 of the 10th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 74.91 feet left of station 191+82.21 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 05/19/2022;

thence proceeding thru the property now or formerly of Habersham Partners LLC, the following courses and distances North 27°11'10" West, 29.70 feet to a point lying 100.22 feet left of station 191+97.75;

thence North 55°32'56" East, 9.12 feet to a point lying 96.47 feet left of station 192+06.06;

thence along the exiting right of way of Thompson Bridge Road (right of way varies) South 35°09'11" East, 29.50 feet to a point lying 69.43 feet left of station 191+94.26;

thence proceeding thru the property now or formerly of Habersham Partners LLC, South 55°42'11" West, 13.24 feet to the POINT OF BEGINNING.

Said tract contains 329.59 square feet or 0.008 acre per the aforementioned right of way plans.

The part described above is to match the plans. In the event of conflict between this page and the plans, the overall description in the plans governs the part taken.

ATTACHMENT 5

STATE	PROJECT NUMBER	SHEET NO.	TOTAL SHEETS
GA	STP00-0003-00(626)	60-0001A	59

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

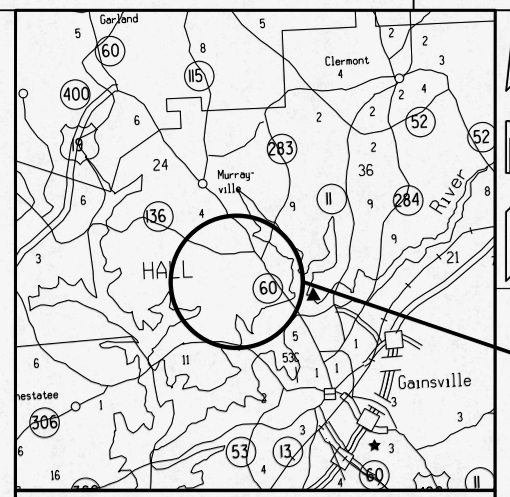
RIGHT OF WAY OF PROPOSED SARDIS ROAD CONNECTOR FROM EAST OF CHESTATEE ROAD TO WEST OF S.R. 60, ALONG S.R. 283

HALL COUNTY

FEDERAL AID PROJECT

STP00-0003-00(626)

FEDERAL ROUTE No.: N.A.
STATE ROUTE No.: 283, 60
P.I. No.: 0003626



PROJECT
STP-0003-00(626)

LOCATION SKETCH

NOTE: THE CO-ORDINATES LISTED ARE WEST ZONE GRID CO-ORDINATES BASED ON THE GA. STATE PLANE CO-ORDINATE SYSTEM OF 1984.
HORIZONTAL DATUM : NAD 1983/94 HARN
VERTICAL DATUM : NAVD 1988

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.

ATTACHMENT 5

SCALE IN FEET
0 200 400 800

MID-POINT COORDINATES
STA. 117+84.23
N 1585505.52
E 2381387.71

LENGTH OF RIGHT OF WAY PROJECT	HALL COUNTY NO. 139
	MILES
NET LENGTH OF RIGHT OF WAY	3.414
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF RIGHT OF WAY	3.414

THIS PROJECT IS LOCATED 100% IN HALL COUNTY, LAND DISTRICTS 9 & 10, AND GMD 570

STP00-0003-00(626)
HALL COUNTY

WSP USA Inc.
3340 PEACHTREE RD NE
SUITE 2400, TOWER PLACE 100
ATLANTA, GA 30326
TEL: 404-237-2115
FAX: 404-237-3015

PLANS PREPARED BY
JOHN PULICARE, EIT

UNDER THE SUPERVISION OF
GEOFFREY DONALD, PE
OFFICE OF CONSULTANT DESIGN

APPROVED: Troy D. Byers January 02, 2020
TROY D. BYERS, STATE RIGHT OF WAY ADMINISTRATOR — DATE

LOCATION AND DESIGN APPROVAL DATE: OCTOBER 7, 2019

PLANS COMPLETED DATE: OCTOBER 18, 2019

REVISIONS:

01/03/2020	07/02/2021 , 08/24/2021
06/05/2020	09/08/2021, 9/22/2021
08/04/2020	10/05/2021, 01/13/2022
11/02/2020	02/15/2022 , 03/16/2022
12/14/2020, 12/21/2020	05/19/2022,
1/07/2021	
03/12/2021	
03/26/2021	
05/12/2021	
06/07/2021, 06/23/2021	

CONVENTIONAL SIGNS

STATE OR COUNTY LINE
CITY LIMIT LINE
LAND LOT LINE
PROPERTY LINE
SURVEY OR BASE LINE
RIGHT OF WAY LINE: EXISTING; REQUIRED; LIMIT OF ACCESS; REQD R/W & LIMIT OF ACCESS; R/W MARKERS
FENCE
RAILROAD
POWER LINE
TELEPHONE LINE
POWER POLES
TELEPHONE OR TELEGRAPH POLES

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

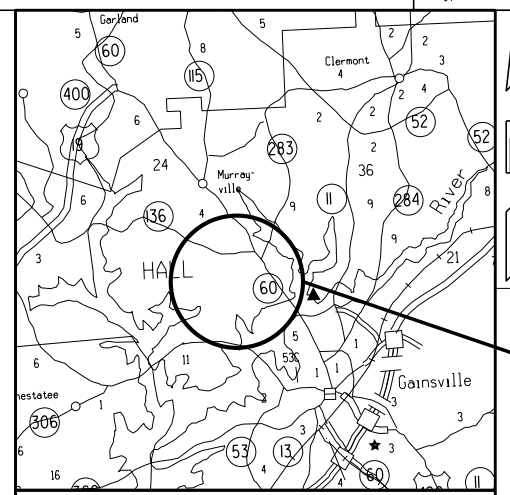
RIGHT OF WAY OF PROPOSED SARDIS ROAD CONNECTOR FROM EAST OF CHESTATEE ROAD TO WEST OF S.R. 60, ALONG S.R. 283

HALL COUNTY

FEDERAL AID PROJECT

STP00-0003-00(626)

FEDERAL ROUTE No.: N.A.
STATE ROUTE No.: 283, 60
P.I. No.: 0003626



LOCATION SKETCH

NOTE: THE CO-ORDINATES LISTED ARE WEST ZONE GRID CO-ORDINATES BASED ON THE GA. STATE PLANE CO-ORDINATE SYSTEM OF 1984.
HORIZONTAL DATUM : NAD 1983/94 HARN
VERTICAL DATUM : NAVD 1988

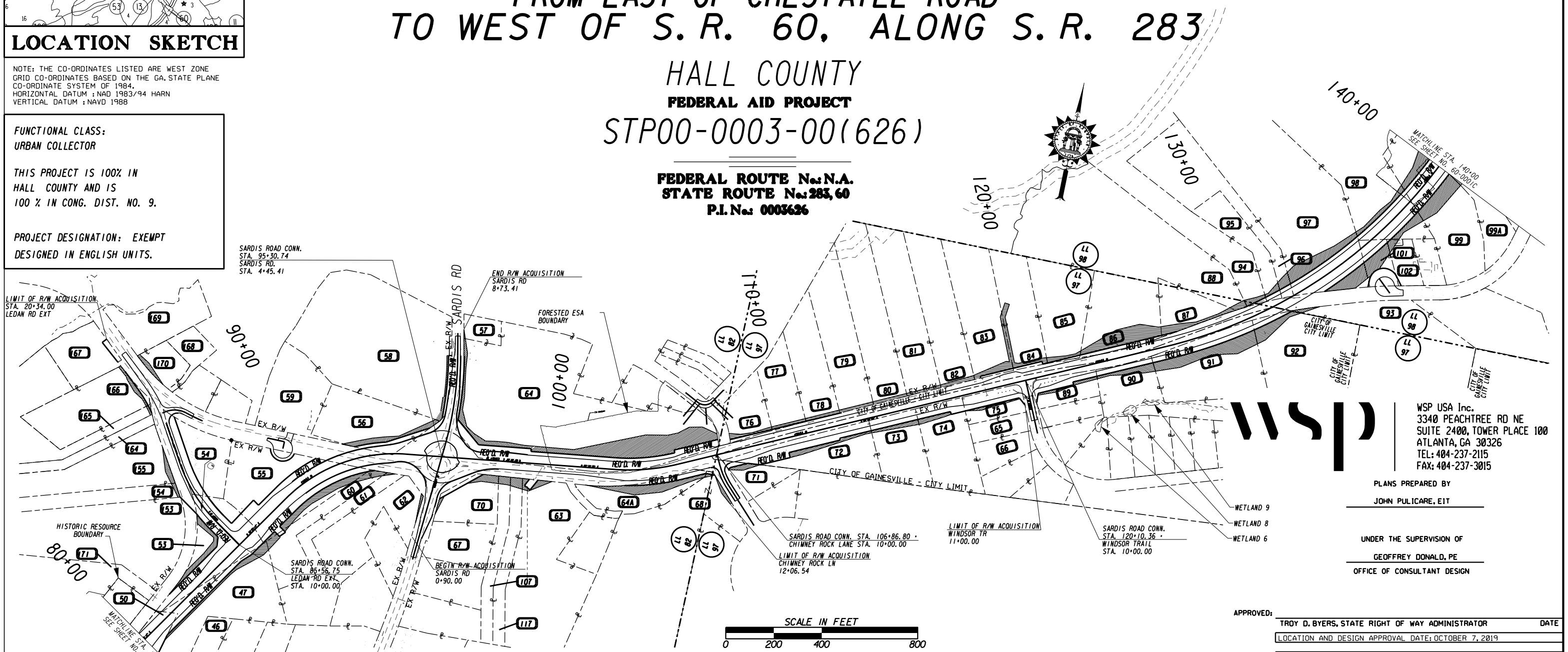
FUNCTIONAL CLASS:
URBAN COLLECTOR

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

PROJECT DESIGNATION: EXEMPT
DESIGNED IN ENGLISH UNITS.

CONVENTIONAL SIGNS

STATE OR COUNTY LINE
CITY LIMIT LINE
LAND LOT LINE
PROPERTY LINE
SURVEY OR BASE LINE
RIGHT OF WAY LINE: EXISTING; REQUIRED; LIMIT OF ACCESS; REQD R/W & LIMIT OF ACCESS; R/W MARKERS
FENCE
RAILROAD
POWER LINE
TELEPHONE LINE
POWER POLES
TELEPHONE OR TELEGRAPH POLES



MID-POINT COORDINATES
STA. 117+84.23
N 1585505.52
E 2381387.71

SCALE IN FEET
0 200 400 800

LENGTH OF RIGHT OF WAY PROJECT	HALL COUNTY NO. 139
	MILES
NET LENGTH OF RIGHT OF WAY	3.414
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF RIGHT OF WAY	3.414

THIS PROJECT IS LOCATED 100% IN HALL COUNTY, LAND DISTRICTS 9 & 10, AND GMD 570.

WSP USA Inc.
3340 PEACHTREE RD NE
SUITE 2400, TOWER PLACE 100
ATLANTA, GA 30326
TEL: 404-237-2115
FAX: 404-237-3015

PLANS PREPARED BY
JOHN PULICARE, EIT

UNDER THE SUPERVISION OF
GEOFFREY DONALD, PE
OFFICE OF CONSULTANT DESIGN

APPROVED:
TROY D. BYERS, STATE RIGHT OF WAY ADMINISTRATOR — DATE

LOCATION AND DESIGN APPROVAL DATE: OCTOBER 7, 2019

PLANS COMPLETED DATE: OCTOBER 18, 2019

REVISIONS:

01/03/2020	07/02/2021 , 08/24/2021
06/05/2020	09/08/2021, 9/22/2021
08/04/2020	10/05/2021, 01/13/2022
11/02/2020	02/15/2022 , 03/16/2022
12/14/2020, 12/21/2020	05/19/2022,
1/07/2021	
03/12/2021	
03/26/2021	
05/12/2021	
06/07/2021, 06/23/2021	

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

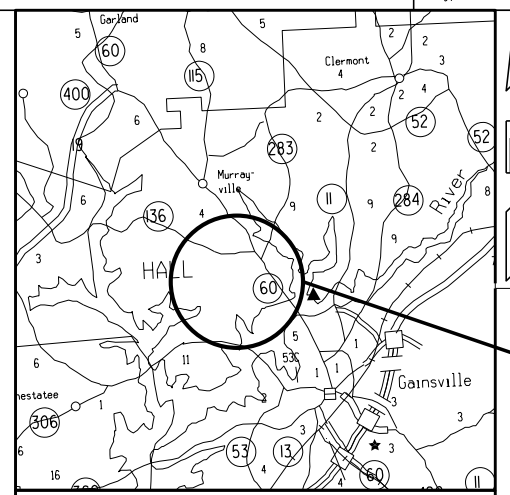
RIGHT OF WAY OF PROPOSED SARDIS ROAD CONNECTOR FROM EAST OF CHESTATEE ROAD TO WEST OF S.R. 60, ALONG S.R. 283

HALL COUNTY

FEDERAL AID PROJECT

STP00-0003-00(626)

FEDERAL ROUTE No.: N.A.
STATE ROUTE No.: 283, 60
P.I. No.: 0003626



LOCATION SKETCH

NOTE: THE CO-ORDINATES LISTED ARE WEST ZONE GRID CO-ORDINATES BASED ON THE GA. STATE PLANE CO-ORDINATE SYSTEM OF 1984.
HORIZONTAL DATUM : NAD 1983/94 HARN
VERTICAL DATUM : NAVD 1988

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.

CONVENTIONAL SIGNS

STATE OR COUNTY LINE
CITY LIMIT LINE
LAND LOT LINE
PROPERTY LINE
SURVEY OR BASE LINE
RIGHT OF WAY LINE: EXISTING; REQUIRED; LIMIT OF ACCESS; REQD R/W & LIMIT OF ACCESS; R/W MARKERS
FENCE
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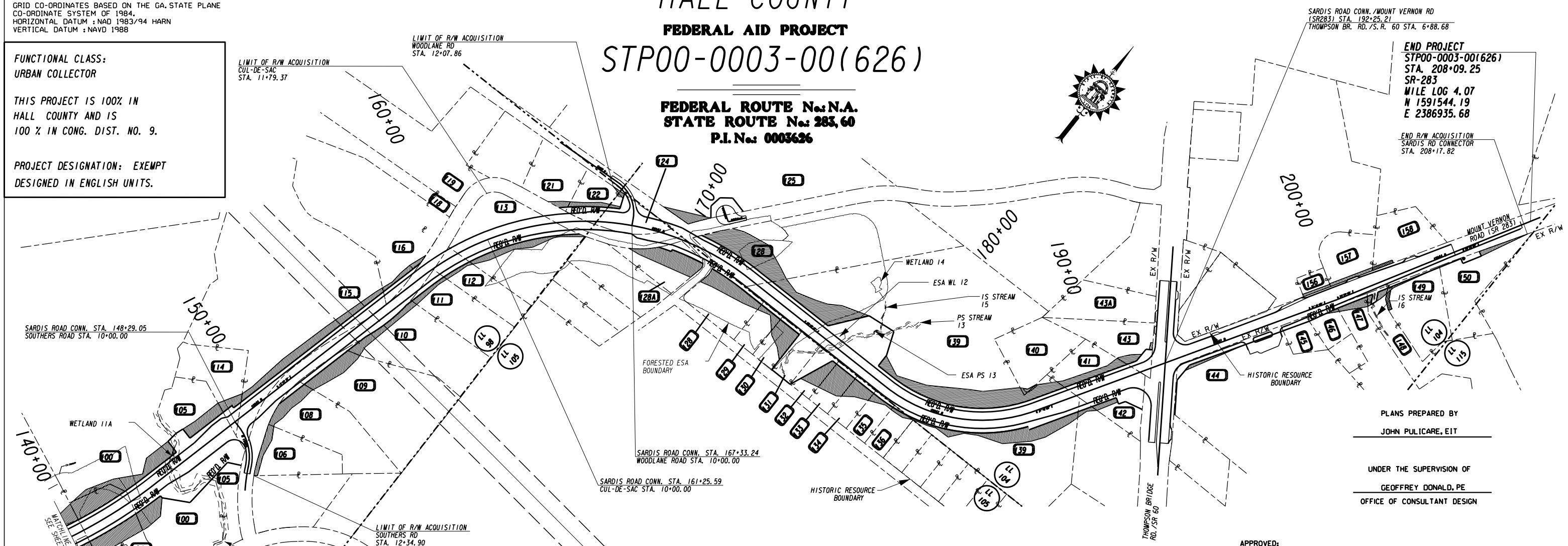

SCALE IN FEET
0 600 1200 2400

MID-POINT COORDINATES
STA. 117+84.23
N 1585505.52
E 2381387.71

LENGTH OF RIGHT OF WAY PROJECT	HALL COUNTY NO. 139
	MILES
NET LENGTH OF RIGHT OF WAY	3.414
NET LENGTH OF BRIDGES	0.000
NET LENGTH OF EXCEPTIONS	0.000
GROSS LENGTH OF RIGHT OF WAY	3.414

THIS PROJECT IS LOCATED 100% IN HALL COUNTY, LAND DISTRICTS 9 & 10, AND GMD 570.

PLANS PREPARED BY
JOHN PULICARE, EIT

UNDER THE SUPERVISION OF
GEOFFREY DONALD, PE
OFFICE OF CONSULTANT DESIGN

APPROVED:
TROY D. BYERS, STATE RIGHT OF WAY ADMINISTRATOR — DATE

LOCATION AND DESIGN APPROVAL DATE: OCTOBER 7, 2019

PLANS COMPLETED DATE: OCTOBER 18 2019

REVISIONS:

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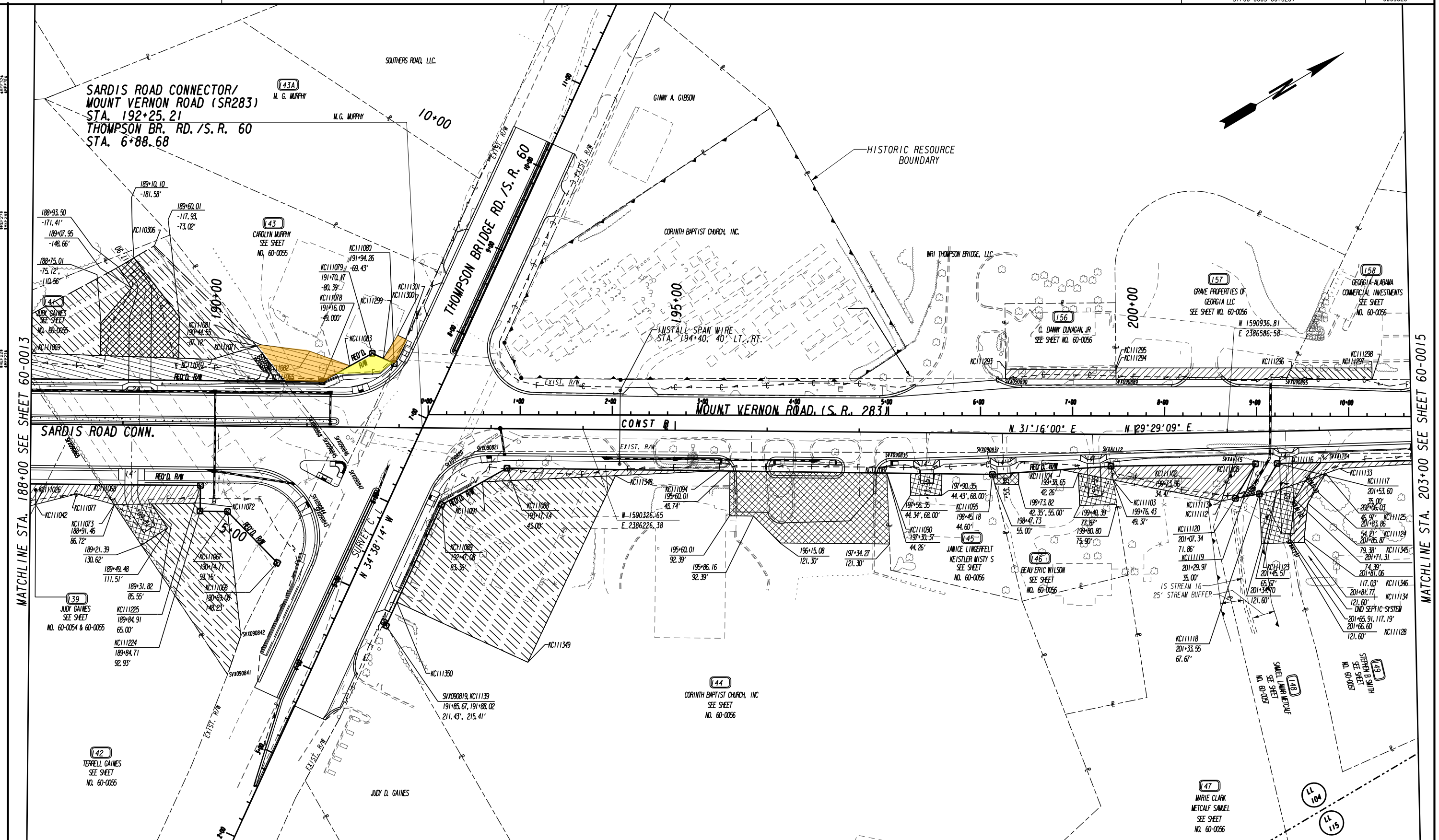
08/04/2020	10/05/2021, 01/13/2022
11/02/2020	02/15/2022 , 03/16/2022
12/14/2020, 12/21/2020	05/19/2022,
01/07/2021	
03/12/2021	
03/26/2021	
05/12/2021	
06/07/2021, 06/23/2021	

STP00-0003-00(626)
HALL COUNTY



PROPERTY AND EXISTING R/W LINE	
REQUIRED R/W LINE	
CONSTRUCTION LIMITS	—C— —F—
EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES & UTILITY RELOCATION	
EASEMENT FOR CONSTR OF SLOPES	
EASEMENT FOR CONSTR OF DRIVES	

BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
R/W AND LIMIT OF ACCESS
EXISTING R/W LINE

SCALE IN FEET
0 50 100 200

wsp

DATE	REVISIONS	DATE	REVISIONS
8/04/2020	ALL PARCELS TOPO IMP LEVELS ON	05/19/2022	ADDED RET WALL PAR 143 REM DRY ESMT
11/02/2020	PAR 141, 143, 144, 146, 147, 149, 156 REVISED EASM'TS	05/19/2022	ADDED DND SEPTIC SYS NOTE
06/07/2021	PAR 141 ADDED DEMO EASEMENTS		
07/02/2021	PAR 144 REVISED REQD & DEMO TESMT		
09/08/2021	CHANGED PAR 158 TO TEMP CONST EASEMENT		
03/16/2022	ADDED PACEL 143A		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP

PROJCT NO: 0003626
COUNTY: HALL
LAND LOT NO.: 104
LAND DISTRICT: 10
GMD: 570
DATE 10/18/19 SH 14 OF 59

DRAWING NO.
60-0014

PARCEL 139 REQ'D DRWY. EASM'T. KC3338

PNT	OFFSET		STATION	ALIGNMENT
KC111048	58.61	R	183+56.87	SARDIS RD CONNECTOR
KC111057	60.60	R	183+87.98	SARDIS RD CONNECTOR
KC111058	73.60	R	183+87.70	SARDIS RD CONNECTOR
KC111059	73.60	R	183+57.19	SARDIS RD CONNECTOR
KC111048	58.61	R	183+56.87	SARDIS RD CONNECTOR

PARCEL 140 REQ'D PERM. EASM'T. KC3340

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC111038	109.85	L	186+19.94	SARDIS RD CONNECTOR
	30.26		N 59°47'24.6" E	
KC111064	96.09	L	186+52.03	SARDIS RD CONNECTOR
	29.10		N 29°26'08.3" E	
KC111039	97.02	L	186+81.20	SARDIS RD CONNECTOR
	55.16		S 8°58'22.5" W	
SVX090869	75.65	L	186+27.16	SARDIS RD CONNECTOR
	34.75		N 66°23'02.2" W	
KC111038	109.85	L	186+19.94	SARDIS RD CONNECTOR

REQD EASMT = 704.99 SF
REQD EASMT = 0.016 ACRES

PARCEL 141 REQ'D R/W KC3341

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC111025	49.00	L	187+98.99	SARDIS RD CONNECTOR
	275.87		N 31°16'00.3" E	
KC111065	49.00	L	190+74.86	SARDIS RD CONNECTOR
	47.83		N 82°40'29.3" E	
SVX090868	11.62	L	191+04.69	SARDIS RD CONNECTOR
	39.56		N 83°11'48.8" E	
SVX090845	19.53	R	191+29.09	SARDIS RD CONNECTOR
	60.68		S 34°38'14.0" E	
SVX090844	74.92	R	191+04.31	SARDIS RD CONNECTOR
	10.00		S 34°38'14.0" E	
SVX090843	84.05	R	191+00.23	SARDIS RD CONNECTOR
	71.34		S 32°50'37.2" E	
KC111066	148.23	R	190+69.08	SARDIS RD CONNECTOR
	77.40		S 76°38'18.4" W	
KC111067	93.15	R	190+14.71	SARDIS RD CONNECTOR
	30.00		S 31°40'16.7" W	
KC111224	92.93	R	189+84.71	SARDIS RD CONNECTOR
	27.93		N 58°19'13.8" W	
KC111225	65.00	R	189+84.91	SARDIS RD CONNECTOR
	108.24		S 31°15'41.2" W	
KC111068	65.01	R	188+76.67	SARDIS RD CONNECTOR
	62.38		S 86°59'50.1" W	
SVX090865	13.46	R	188+41.54	SARDIS RD CONNECTOR
	75.58		S 86°59'57.9" W	
KC111025	49.00	L	187+98.99	SARDIS RD CONNECTOR

REQD R/W = 36432.96 SF
REQD R/W = 0.836 ACRES
REMAINDER = +/- 0.722 ACRES LEFT, +/- 0.409 ACRES RIGHT

PARCEL 141 REQ'D DRWY. EASM'T. KC3233

PNT	OFFSET		STATION	ALIGNMENT
KC111357	73.02	L	189+60.01	SARDIS RD CONNECTOR
KC111351	75.12	L	188+75.01	SARDIS RD CONNECTOR
KC111352	110.56	L	188+75.01	SARDIS RD CONNECTOR
KC111353	148.66	L	189+07.95	SARDIS RD CONNECTOR
KC111354	171.41	L	188+93.50	SARDIS RD CONNECTOR
KC111355	181.58	L	189+10.10	SARDIS RD CONNECTOR
KC111356	117.93	L	189+60.01	SARDIS RD CONNECTOR
KC111357	73.02	L	189+60.01	SARDIS RD CONNECTOR

PARCEL 141 REQ'D PERM. EASM'T. KC3342

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC111041	82.05	L	187+76.48	SARDIS RD CONNECTOR
	24.72		N 43°00'30.8" E	
KC111069	77.02	L	188+00.68	SARDIS RD CONNECTOR
	195.47		N 32°42'00.8" E	
KC111070	72.13	L	189+96.09	SARDIS RD CONNECTOR
	50.73		N 14°04'42.5" E	
KC111071	87.12	L	190+44.55	SARDIS RD CONNECTOR
	48.70		N 82°46'40.1" E	
KC111065	49.00	L	190+74.86	SARDIS RD CONNECTOR
	275.87		S 31°16'00.3" W	
KC111025	49.00	L	187+98.99	SARDIS RD CONNECTOR
	39.99		S 87°00'30.2" W	
KC111041	82.05	L	187+76.48	SARDIS RD CONNECTOR

REQD EASMT = 7426.38 SF
REQD EASMT = 0.170 ACRES

PARCEL 141 REQ'D PERM. EASM'T. KC3343

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC111068	64.00	R	188+76.00	SARDIS RD CONNECTOR
	108.91		N 31°16'10.3" E	
KC111225	64.01	R	189+84.91	SARDIS RD CONNECTOR
	20.07		S 58°19'17.1" E	
KC111072	84.08	R	189+84.77	SARDIS RD CONNECTOR
	93.35		S 29°38'35.2" W	
KC111073	86.72	R	188+91.46	SARDIS RD CONNECTOR
	27.48		S 87°01'59.2" W	
KC111068	64.00	R	188+76.00	SARDIS RD CONNECTOR

REQD EASMT = 2173.39 SF
REQD EASMT = 0.050 ACRES

PARCEL 141 REQ'D DRWY. EASM'T. KC3344

PNT	OFFSET		STATION	ALIGNMENT
KC111073	86.72	R	188+91.46	SARDIS RD CONNECTOR
KC111074	85.55	R	189+31.82	SARDIS RD CONNECTOR
KC111075	111.51	R	189+49.48	SARDIS RD CONNECTOR
KC111076	130.62	R	189+21.39	SARDIS RD CONNECTOR
KC111073	86.72	R	188+91.46	SARDIS RD CONNECTOR

PARCEL 141 REQ'D TEMP. DEMO EASM'T. KC3450

PNT	OFFSET		STATION	ALIGNMENT
KC111072	84.08	R	189+84.77	SARDIS RD CONNECTOR
KC111224	92.93	R	189+84.71	SARDIS RD CONNECTOR
KC111067	93.15	R	190+14.71	SARDIS RD CONNECTOR
SVX090842	228.06	R	190+30.34	SARDIS RD CONNECTOR
SVX090841	270.07	R	190+16.38	SARDIS RD CONNECTOR
KC111076	130.62	R	189+21.39	SARDIS RD CONNECTOR
KC111075	111.51	R	189+49.48	SARDIS RD CONNECTOR
KC111074	85.55	R	189+31.82	SARDIS RD CONNECTOR
KC111072	84.08	R	189+84.77	SARDIS RD CONNECTOR

REQD EASMT AREA = 11060.46 SF

PARCEL 141 REQ'D TEMP. DEMO EASM'T. KC3451

PNT	OFFSET		STATION	ALIGNMENT
KC111071	87.12	L	190+44.55	SARDIS RD CONNECTOR
KC111070	72.13	L	189+96.09	SARDIS RD CONNECTOR
KC111357	73.02	L	189+60.01	SARDIS RD CONNECTOR
KC111356	117.93	L	189+60.01	SARDIS RD CONNECTOR
KC111355	181.58	L	189+10.10	SARDIS RD CONNECTOR
KC110306	195.09	L	189+32.42	SARDIS RD CONNECTOR
KC111071	87.12	L	190+44.55	SARDIS RD CONNECTOR

REQD EASMT AREA = 6074.39 SF

PARCEL 141 REQ'D TEMP. DEMO EASM'T. KC3452

PNT	OFFSET		STATION	ALIGNMENT
KC111069	77.02	L	188+00.68	SARDIS RD CONNECTOR
KC111041	82.05	L	187+76.48	SARDIS RD CONNECTOR
KC110307	107.84	L	187+78.36	SARDIS RD CONNECTOR
KC111354	171.41	L	188+93.50	SARDIS RD CONNECTOR
KC111353	148.66	L	189+07.95	SARDIS RD CONNECTOR
KC111352	110.56	L	188+75.01	SARDIS RD CONNECTOR
KC111351	75.12	L	188+75.01	SARDIS RD CONNECTOR
KC111069	77.02	L	188+00.68	SARDIS RD CONNECTOR

REQD EASMT AREA = 6718.56 SF

PARCEL 142 REQ'D R/W KC3345

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC111026	65.02	R	188+16.69	SARDIS RD CONNECTOR
	57.24		N 32°59'53.2" W	
SVX090865	13.46	R	188+41.54	SARDIS RD CONNECTOR
	62.38		N 86°59'50.1" E	
KC111068	65.01	R	188+76.67	SARDIS RD CONNECTOR
	59.98		S 31°15'25.9" W	
KC111026	65.02	R	188+16.69	SARDIS RD CONNECTOR

REQD R/W = 1546.21 SF
REQD R/W = 0.035 ACRES
REMAINDER = +/- 2.201 ACRES

PARCEL 142 REQ'D PERM. EASM'T. KC3346

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC111026	65.02	R	188+16.69	SARDIS RD CONNECTOR
	59.98		N 31°15'25.9" E	
KC111068	65.01	R	188+76.67	SARDIS RD CONNECTOR
	26.27		N 87°00'07.1" E	
KC111073	86.72	R	188+91.46	SARDIS RD CONNECTOR
	42.39		S 46°33'31.0" W	
KC111077	75.54	R	188+50.57	SARDIS RD CONNECTOR
	46.18		S 16°26'52.9" W	
KC111042	87.35	R	188+05.93	SARDIS RD CONNECTOR
	24.79		N 33°00'20.0" W	
KC111026	65.02	R	188+16.69	SARDIS RD CONNECTOR

REQD EASMT = 1111.72 SF
REQD EASMT = 0.026 ACRES

PARCEL 143 REQ'D R/W KC3347

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC111065	49.00	L	190+74.86	SARDIS RD CONNECTOR
	41.14		N 31°16'00.3" E	
KC111078	49.00	L	191+16.00	SARDIS RD CONNECTOR
	62.61		N 1°10'40.9" E	
KC111079	80.39	L	191+70.17	SARDIS RD CONNECTOR
	26.46		N 55°42'52.7" E	
KC111080	69.43	L	191+94.26	SARDIS RD CONNECTOR
	119.67		S 34°16'52.2" E	
SVX090847	39.50	R	191+44.72	SARDIS RD CONNECTOR
	14.06		S 83°13'18.4" W	
SVX090846	28.43	R	191+36.06	SARDIS RD CONNECTOR
	11.31		S 83°11'48.1" W	
SVX090845	19.53	R	191+29.09	SARDIS RD CONNECTOR
	39.56		S 83°11'48.8" W	
SVX090868	11.62	L	191+04.69	SARDIS RD CONNECTOR
	47.83		S 82°40'29.3" W	
KC111065	49.00	L	190+74.86	SARDIS RD CONNECTOR

REQD R/W = 6237.28 SF
REQD R/W = 0.143 ACRES
REMAINDER = +/- 1.031 ACRES

PARCEL 143 REQ'D PERM. EASM'T. KC3348

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC111071	87.12	L	190+44.55	SARDIS RD CONNECTOR
	4.71		N 14°06'05.1" E	
KC111081	88.51	L	190+49.05	SARDIS RD CONNECTOR
	53.70		N 38°15'43.4" E	
KC111082	81.97	L	191+02.35	SARDIS RD CONNECTOR
	46.54		N 50°38'38.2" E	
KC111083	66.53	L	191+46.25	SARDIS RD CONNECTOR
	34.96		S 1°10'27.4" W	
KC111078	49.00	L	191+16.00	SARDIS RD CONNECTOR
	41.14		S 31°16'00.3" W	
KC111065	49.00	L	190+74.86	SARDIS RD CONNECTOR
	48.70		S 82°46'40.1" W	
KC111071	87.12	L	190+44.55	SARDIS RD CONNECTOR

REQD EASMT = 2371.88 SF
REQD EASMT = 0.054 ACRES

PARCEL 143 REQ'D PERM. EASM'T. KC3421

PNT	OFFSET/ DIST		STATION/ BEARING	ALIGNMENT
KC111299	74.91	L	191+82.21	SARDIS RD CONNECTOR
	29.70		N 27°11'10.4" W	
KC111300	100.22	L	191+97.75	SARDIS RD CONNECTOR
	9.12		N 55°32'35.7" E	
KC111301	96.47	L	192+06.06	SARDIS RD CONNECTOR
	29.50		S 35°09'10.6" E	
KC111080	69.43	L	191+94.26	SARDIS RD CONNECTOR
	13.24		S 55°42'11.0" W	
KC111299	74.91	L	191+82.21	SARDIS RD CONNECTOR

REQD EASMT = 329.59 SF
REQD EASMT = 0.008 ACRES

wsp

DATE	REVISIONS	DATE	REVISIONS
8/04/2020	PAR 141 REMAINDER LT & RT		
11/02/2020	PAR 143 DRWY EASM'T REVISED, PAR 141 DRWY EASM'T ADDED		
06/07/2021	PAR 141 ADDED DEMO EASEMENTS		
05/19/2022	REMOVE PAR 143 DWY ESMT		

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY TABLES

PROJCT NO: 0003626
COUNTY: HALL
LAND LOT NO.:
LAND DISTRICT:
GMD: 570
DATE 10/18/19 SH 55 OF 59

DRAWING NO. 60-0055

AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (09/11/23)**

REPORT TO: **Voting Meeting (09/14/23)**

ITEM NO: 439/2023

SUBJECT: Approve the award of IFB #053-43 General Contractor for Hire to Renovate Fire Stations #9 and #10 for Fire Rescue to Scroggs & Grizzel Contracting, Inc. of Clermont, GA, in the amount of $524,448.00.

Meetings:

Work Session Date: 09/11/23

Voting Meeting Date: 09/14/23

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:
Approve the award of IFB #053-43 General Contractor for Hire to Renovate Fire Stations #9 and #10 for Fire Rescue to Scroggs & Grizzel Contracting, Inc. of Clermont, GA, in the amount of $524,448.00.

History:

Facts and Issues:
Recommendation stems from the competitevly bid ITB #053-43.

Fire Station #9 Cost: $264,021.00 + $600.00 mobilization = $264,621.00

Fire Station #10 Cost: $259,227.00 + $600.00 mobilization = $259,827.00

Options:

Funding Requested $ 524,448.00
Are funds within current budget? Yes
Source of Funds Capital Projects Fund

Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

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

Attachments:
Financial Supplement
Contract
Bid Tabulations Summary
Itemized Bid Tabulations Summary
Notice of Intent to Award

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 439/2023

Funds Requested: $ 524,448.00

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	522201-REMODEL/RENOVATIONS	$524,448.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BM

Phone: 678-343-0636

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

EXHIBIT K
SAMPLE CONTRACT IFB #053-43

For the provision of

GENERAL CONTRACTOR FOR HIRE

To renovate two (2) fire stations in Hall County, Georgia

ARTICLE #101 - INTRODUCTION

This Contract for General Contractor for Hire services, (hereinafter "Services" and "Project") to renovate two (2) fire stations in Hall County, Georgia, as entered into on _____ and with an Effective Date of _____, is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Scroggs & Grizzel Contracting, Inc. (hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

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

This Contract is the result of the competitively bid IFB #053-43, the Contractor's bid response, the Scope of Work, Exhibits, Attachments, and references are all incorporated herein by reference. Therefore, in consideration of the terms, conditions, and mutual promises contained herein, expressed by a valid offer and acceptance, the receipt and sufficiency of which both parties hereby acknowledge, the parties hereto agree as follows:

ARTICLE #102 – CONTRACT

A. Contractor agrees to provide the Services to the County as detailed herein as the **Scope of Work**, and for locations and services as described in the IFB #053-43 and the bidder's response, and for Locations shown on Attachment #001 – Hall County Fire Station Locations and Photos

B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C – Mandatory Cost Proposal Worksheet, as incorporated herein by reference, for the cost of_____, after substantial completion. All payments are in arrears, as the County does not pay for Services not yet rendered. County may release payments after the completion of each Fire Station in two (2) separate payments, after substantial and final completion according to the time-schedule and all that sub-contractor(s) and material supplier(s) liens are satisfied.

C. **Price Escalation Clause**. Reserved

ARTICLE #103 - NOTICES:

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

COUNTY PROJECT MANAGER	**COUNTY ISSUING OFFICER**
Kevin Ivey	Andy Penick
Enter Title	Purchasing Manager
Location	Hall County Purchasing Division
Enter Street Address	2875 Browns Bridge Rd
Gainesville, GA	Gainesville, GA 30504
Enter Email address	apenick@hallcounty.org
Enter Phone	Ph: (770) 531-4939

CONTRACTOR'S CONTACT INFO		**REMIT-TO ADDRESS**	
Enter Name	Mike Grizzel	Company's FEIN #	58-2145532
Enter Title	President	PO BOX/DRAWER	706 Clermont, GA 30527
Enter Legal Company Name	**Scroggs & Grizzel Contracting, Inc.**		
Enter Street Address	6415 Cleveland Hwy	Enter Street Address	6415 Cleveland Hwy
Enter City, State, Zip	Clermont, GA 30527	Enter City, State, Zip	Clermont, GA 30527
Enter Email Address	mgrizzel@hotmail.com	Enter Email Address	mgrizzel@hotmail.com
Enter Phone	770-532-5000	Enter Phone	770-532-5000

ARTICLE #104 – NON-EXCLUSIVE RIGHTS:

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

ARTICLE #105 – CONTRACT TERM:

Until substantial and final completion according to the time-schedule and all sub-contractor(s) and material suppliers liens are satisfied.

ARTICLE #106 - CONTRACT AMENDMENTS AND MODIFICATION:

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

ARTICLE # 107 – REMEDIES AND CONTRACT PERFORMANCE:

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

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

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

   Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable

commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of Force Majeure.

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

B. **Obligations beyond Contract Term.** The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract.

C. **Transition Cooperation with the County and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and reasonable cooperation and assistance to the County to ensure an orderly and efficient transition to the County or an alternative Contractor. Further, in the event that the County has entered into or enters into contracts with other Contractors related to the Services, Contractor agrees to cooperate fully with such other Contractors. Contractor shall not engage in any act that will interfere with the performance of work by any other Contractor(s).

ARTICLE # 108 - TERMINATION:

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

A. **Termination for Convenience.** Following thirty (30) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.

B. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the

Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.

2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.

3. The Contractor fails to make substantial and timely progress toward performance of the Contract.

4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.

6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.

C. **Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.

2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference between the Contract and the substitute Contract to the defaulting Contractor; and/or,

3. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

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

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

E. **Termination due to Failure of Contractor to Act.**
The County may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

1. In the event that the Contractor must be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect.

2. The County determines that the actions, or failure to act, of the Contractor, its agents, employees or sub-Contractors have caused, or reasonably could cause, life, health or safety to be jeopardized.

3. The Contractor furnished any statement, representation, or certification in connection with the Contract or the bidding process, which is materially false, deceptive, criminal activity, incorrect or incomplete.

4. Failure of the Contractor to obtain, provide, maintain, and deliver the Performance and Payment Bonds (if required) as and when required under this Contract, or failure to comply with any requirement pertaining to the appropriate amounts thereof as set forth in ARTICLE #123 - PERFORMANCE AND PAYMENT BOND REQUIREMENT.

F. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by either party, the County shall pay only those amounts, if any, due and owing to the Contractor for Services actually received and accepted by the County up to and including the date of termination of the Contract and for which the County is obligated to pay pursuant to the Contract.

G. The Contractor's Termination Duties. Upon receipt of notice of termination, the Contractor shall:

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.

3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

ARTICLE # 109 – NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

ARTICLE #110 - ASSIGNMENT AND DELEGATION BY CONTRACTOR:

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

ARTICLE #111 – USE OF THIRD PARTIES (SUB-CONTRACTORS):

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

ARTICLE #112 – SUPERSEDES FORMER CONTRACTS

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

ARTICLE #113 - SEVERABILITY:

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

ARTICLE # 114 - RECORDS:

A. **Public Records Request.** The Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq, requires procurement records and all other records received by or prepared or maintained on behalf of the County, shall be made open to public inspection, unless otherwise provided by law.

B. **Record Retention and Access.** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the County throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

ARTICLE # 115 - ADDITIONAL TERMS:

A. The County shall not be bound by any terms and conditions included in any Contractor's literature, packaging, invoice, catalog, brochure, technical data sheet, on-line representation, warranties or service level agreement or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

B. The County shall not be bound to any Terms and Conditions of the Contractor that are only accessible by hyper-link. All Terms and Conditions must be in print and approved by the County.

ARTICLE # 116 - WAIVER:

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

ARTICLE # 117 - CONTRACTOR AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Contractor to put an immediate stop to any procedure, or the use of any equipment (chemical, material, etc., if applicable) considered by the County to be hazardous (or toxic) to persons, buildings, or surfaces. The Contractor will utilize acceptable substitutes as quickly as possible. In the event of such replacement, Contractor shall notify County of any resulting replacement, (ii) introduce the individual serving as the replacement to County, and (iii) provide County with a résumé and any other information regarding the individual that may be reasonably requested by County.

B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.

C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

ARTICLE # 118– INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.

a. $500,000 Bodily Injury by Accident Each Accident
b. $500,000 Bodily Injury by Disease Each Disease
c. $500,000 Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

General Liability Insurance: Required for all contracts.

a. $2,000,000 General Aggregate
b. $2,000,000 Products & Completed Operations Aggregate
c. $1,000,000 Each Occurrence
d. $1,000,000 Personal & Advertising Injury
e. $500,000 Damages to Premises / Fire / Legal
f. $5,000 Medical Payments

Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

a. $1,000,000 Combined Single Limit OR
b. $500,000 per Person
c. $500,000 per Occurrence
d. $100,000 Property Damage
e. $1,000 for Medical Payments (no fault coverage)

Additional Provisions:

a. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities
b. Coverage shall be included for any owned, leased, hired, or non-owned autos
c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

Umbrella Liability Insurance: Required for all contracts

a. $1,000,000 per Occurrence

Additional Provisions:

a. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
b. Minimum limit of $5,000,000 per occurrence for all contracts over $1,000,000 or involving any special risks or high hazard activities
c. Minimum limit of $5,000,000 for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths.
d. Concurrent policy dates with primary liability policies except for workers compensation

ARTICLE # 119 – NO WAIVER:

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

B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.

C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

ARTICLE # 120 – INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

ARTICLE # 121 - COMPENSATION:

A. The County will pay the Contractor for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response on Exhibit C – Mandatory Cost Proposal Worksheet, which is attached hereto and incorporated into this Contract as if fully set forth herein. The County will make Payments to the Contractor in arrears after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County. The County intends to make two (2) separate payments after the completion of each Fire Station Remodel, on one (1) PO.

B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.

C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.

D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

ARTICLE # 122 - COUNTY PAYMENT TO CONTRACTOR:

A. The County will issue a Notice to Proceed (NTP) to the Contractor, and Purchase Order(s) (herein after 'PO'). The terms of this Contract shall be incorporated by reference into any and all PO(s) issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in *ARTICLE #103 - NOTICES*. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

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

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

B. **Invoice/Payment.**

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

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

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this *ARTICLE #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).

2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

D. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.

E. **Final Payment.** Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.

F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

ARTICLE #123 – PERFORMANCE AND PAYMENT BONDS

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

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

ARTICLE #124

The County will retain (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

ARTICLE #125 – VENUE AND GOVERNING LAW

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

ARTICLE # 126 - NOTICE OF INTENT TO LITIGATE

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

ARTICLE # 127- GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT:

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

B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

ARTICLE # 128 – ORDER OF PRECEDENCE:

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

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

ARTICLE # 129– CONTRACT EXHIBITS AND ATTACHMENTS:

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

1. EXHIBIT C - Mandatory Cost Proposal
2. EXHIBIT K – Sample Contract

ARTICLE # 130 - ENTIRE CONTRACT:

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

ARTICLE # 131– VALIDITY

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

ARTICLE #132 – SALES TAX EXEMPTION STATUS

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

ARTICLE #133 – HOLD HARMLESS AGREEMENT

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

ARTICLE # 134 – CONTRACT TERMS AND CONDITIONS

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

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

40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

_____

By: _____

Title: President

Print Name: Mike Grizzel

Sworn to and subscribed before me this

2nd Day of May, 2023

Notary Public: _____
Vonda Barrett

Notary commission expires: May 19, 2025

[Locus Sigilli – Seal or Stamp]

VONDA BARRETT
NOTARY
PUBLIC
Exp. May 19, 2025
WHITE COUNTY, GA

HALL COUNTY, GEORGIA

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

Attestment: _____
County Clerk

Sworn to and subscribed before me this

_____ Day of _____, 2023

Notary Public: _____

Notary commission expires: _____

[Locus Sigilli – Seal or Stamp]

APPROVED AS TO FORM:

_____
William Linkous III, County Attorney, or designee

IFB #053-43 BID TABULATION SUMMARY

General Contractor for Hire to Renovate Fire Stations #9 & #10

Description	Scoggs & Grizzel	Sunbelt Builders	Harmon Solutions
Fire Station #9 Remodel	$ 264,021.00	$ 314,375.00	$ 337,085.43
Mobilization Cost	$ 600.00	$ -	$ 1,200.00
Sub-Total	$ 264,621.00	$ 314,375.00	$ 338,285.43

Description	Scoggs & Grizzel	Sunbelt Builders	Harmon Solutions
Fire Station #10 Remodel	$ 259,227.00	$ 312,485.00	$ 337,085.43
Mobilization Cost	$ 600.00	$ -	$ 1,200.00
	$ 259,827.00	$ 312,485.00	$ 338,285.43

Bid Tabulation Summary Itemized Line Items
IFB #053-43

HALL COUNTY FIRE STATION #9		Scoggs & Grizzel	Sunbelt Builders*	Harmon Solutions
1.1.	Kitchen remodel, remove old and install all new stainless steel cabinets and countertops	$ 69,358.00	$ 108,369.00	**Declined to itemize bid**
1.2.	Paint living quarters, bay, and exterior painted surfaces (door frames, columns, etc.)	$ 53,400.00	$ 23,262.00	"
1.3.	Ceiling tile/grid replacement (remove old and replace with new)	$ 13,390.00	$ 43,352.00	"
1.4.	Bathroom needs showers removed (fiberglass style, shower nozzle hits firefighters at chest level). The County desires to build tile-type showers, two (2) in the men's room and one (1) in the women's locker room. Look at raising the sink countertops.	$ 16,994.00	$ 64,723.00	"
1.5.	Flag pole lighting	$ 4,400.00	$ 4,455.00	"
1.6.	Refinish/clean/seal terrazzo flooring (kitchen area, hallways, bathrooms, laundry, and mop room)	$ 15,190.00	$ 26,922.00	"
1.7.	Lighting update, remove florescent lights and replace can/wafer type lights	$ 17,100.00	$ 11,582.00	"
1.8.	Raise countertops in restrooms	$ 7,922.00	$ 14,783.00	"
1.9.	Bay ceiling fans replaced	$ 4,900.00	$ 16,927.00	"
1.9.1	Signage	$ 1,250.00	$ -	"
1.10.	Miscellaneous Carpentry	$ 1,250.00	$ -	"
1.11.	General Requirements	$ 58,867.00	$ -	"
	Mobilization	$ 600.00	$ -	$ 1,200.00
	TOTAL	$ 264,621.00	$ 314,375.00	$ 338,285.43

HALL COUNTY FIRE STATION #10		Scoggs & Grizzel	Sunbelt Builders	Harmon Solutions
1.1.	Kitchen remodel remove old and install all new stainless steel cabinets and countertops	$ 69,358.00	$ 108,134.00	**Declined to itemize bid**
1.2.	Paint living quarters, bay, and exterior painted surfaces (door frames, columns, etc.)	$ 53,400.00	$ 23,453.00	"
1.3.	Ceiling tile/grid replacement (remove old and replace with new)	$ 13,390.00	$ 43,540.00	"
1.4.	Bathroom needs showers removed (fiberglass style, shower nozzle hits firefighters at chest level). The County desires to build tile-type showers, two (2) in the men's room and one (1) in the women's locker room. Look at raising the sink countertops.	$ 17,538.00	$ 64,879.00	"
1.5.	Refinish/clean/seal terrazzo flooring (kitchen area, hallways, bathrooms, laundry, and mop room)	$ 14,688.00	$ 26,296.00	"
1.6.	Lighting update, remove florescent lights and replace can/wafer type lights	$ 17,100.00	$ 14,323.00	"
1.7.	Raise countertops in restrooms	$ 7,922.00	$ 14,852.00	"
1.8.	Bay ceiling fans replaced	$ 4,900.00	$ 17,008.00	"

1.9.1	Signage	$ 1,250.00	$ -	"
1.10.	Miscellaneous Carpentry	$ 1,250.00	$ -	"
1.11.	General Requirements	$ 58,431.00	$ -	"
	Mobilization	$ 600.00	$ -	$ 1,200.00
	TOTAL	$ 259,827.00	$ 312,485.00	$ 337,085.43

HALL COUNTY
GEORGIA
We have it all in Hall

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES

NOTICE OF INTENT TO AWARD

IFB #053-43

For the provision of:

GENERAL CONTRACTOR FOR HIRE

To renovate two (2) fire stations in Hall County, Georgia

Hall County, Georgia, hereby gives notice of its Intent to Award Contract #053-43 General Contractor for hire to renovate two (2) fire stations in Hall County to Scroggs & Grizzel Contracting, Inc. located at 6415 Cleveland Hwy Clermont, GA 30527.

The Awarded amount to renovate Fire Station #9 is two-hundred sixty four thousand twenty-one dollars and no/100 ($264,021.00), plus mobilization cost of six-hundred dollars and no/100 ($600.00).

The Awarded amount to renovate Fire Station #10 is two-hundred fifty-nine thousand two-hundred twenty-seven dollars and no/100 ($259,227.00), plus mobilization cost of six-hundred dollars and no/100 ($600.00).

SCOPE OF WORK

Furnish and install all materials, equipment, supervision and labor to complete the projects to completion.

County will give a Notice-to-Proceed after Board of Commissioners voting meeting Thursday, August 10, 2023 and once all required bonds are received by the Purchasing Department.

Andy Penick

Andy Penick, CPSM, GCPM, GCPA, MBA
Purchasing Manager
Hall County, Georgia
apenick@hallcounty.org
Office: 770-531-4939

AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (09/11/23)**

REPORT TO: **Voting Meeting (09/14/23)**

ITEM NO: 452/2023

SUBJECT: Approve the sole source purchase for ambulance stretcher preventive maintenance for Fire Rescue to Stryker Medical of Chicago, IL. The estimated annual cost is $55,132.40.

Meetings:

Work Session Date: 09/11/23

Voting Meeting Date: 09/14/23

Executive Summary:

Presenter: JS

Recommendation:
Approve.

Purpose of Request:
Approve the sole source purchase for ambulance stretcher preventive maintenance for Fire Rescue to Stryker Medical of Chicago, IL. The estimated annual cost is $55,132.40.

History:
The Board approved Agenda Item # 580/2021 to purchase Stryker Ambulance Stretchers on 11/10/2021 and also Agenda Item # 177/2021 on 04/22/2021.

Facts and Issues:

This purchase will provide preventative maintenance for 29 power cots and 11 power load systems.

Options:

Funding Requested	$ 55,132.40
Are funds within current budget?	Yes
Source of Funds	Emergency Services Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2023-08-07

Approvals:

Buyer	submit	approve	Purchasing

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

Attachments:
Financial Supplement
Quote
Sole Source Form

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 452/2023

Funds Requested: $ 55,132.40

Request Budgeted: Yes

Proposed Source of Funding:

Emergency Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	271-EMERGENCY SERVICES FUND	3630-EMS	522200-REPAIRS AND MAINTENANCE	$55,132.40

Budget Transfer Items:

Additional Information/Comments:

bogletree@hallcounty.org

Contact for Questions: BO

Phone: 770-530-5164

stryker

TRANSPORT PREVENT

Quote Number:	10773922		
Version:	1		
Prepared For:	HALL COUNTY GOVT	Rep:	Preston Willis
	Attn:	Email:	preston.willis@stryker.com
		Phone Number:	
GPO:	CUSTOMER CONTRACT	Service Rep:	Jonathon Rogers
Quote Date:	09/01/2023	Email:	Jonathon.Rogers@stryker.com
Expiration Date:	09/30/2023		
Contract Start:	09/01/2023		
Contract End:	08/31/2024		

Delivery Address		**Bill To Account**	
Name:	HALL COUNTY GOVT	Name:	HALL COUNTY GOVT
Account #:	20000642	Account #:	20000642
Address:	2875 BROWNS BRIDGE RD	Address:	2875 BROWNS BRIDGE RD
	GAINESVILLE		GAINESVILLE
	Georgia 30504-5635		Georgia 30504-5635

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	1	$1,696.00	$1,696.00
2.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	1	$1,696.00	$1,696.00
3.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	1	$1,696.00	$1,696.00
4.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	3	$1,257.78	$3,773.34
5.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	1	$1,696.00	$1,696.00
6.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	1	$1,696.00	$1,696.00
7.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	6	$1,696.00	$10,176.00
8.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	26	$1,257.81	$32,703.06

Price Totals:

Grand Total:	$55,132.40

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

stryker

TRANSPORT PREVENT

Quote Number:	10773922		
Version:	1		
Prepared For:	HALL COUNTY GOVT	Rep:	Preston Willis
	Attn:	Email:	preston.willis@stryker.com
		Phone Number:	
GPO:	CUSTOMER CONTRACT	Service Rep:	Jonathon Rogers
Quote Date:	09/01/2023	Email:	Jonathon.Rogers@stryker.com
Expiration Date:	09/30/2023		
Contract Start:	09/01/2023		
Contract End:	08/31/2024		

Kelly G. Miller, Sr. Regional Manager 9/1/2023

Authorized Customer Signer (Printed) Date

Stryker Authorized Signature (Printed) Date

Authorized Customer Signature Date

Stryker Authorized Signature Date 9/1/23

Purchase Order Number

Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at https://techweb.stryker.com The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

Equipment Service Plan

Line Item #	Model	Serial #
1.0	PROCARE-SVC-POWER-LOAD	1912012400170
2.0	PROCARE-SVC-POWER-LOAD	2105012400116
3.0	PROCARE-SVC-POWER-LOAD	2105012400103
4.0	PROCARE-SVC-POWERPRO	2112020600010
4.0	PROCARE-SVC-POWERPRO	2112020600041
4.0	PROCARE-SVC-POWERPRO	2112020600084
5.0	PROCARE-SVC-POWER-LOAD	1912012400185
6.0	PROCARE-SVC-POWER-LOAD	2105012400105
7.0	PROCARE-SVC-POWER-LOAD	2105012400118
7.0	PROCARE-SVC-POWER-LOAD	2105012400119
7.0	PROCARE-SVC-POWER-LOAD	2205012400235
7.0	PROCARE-SVC-POWER-LOAD	2205012400279
7.0	PROCARE-SVC-POWER-LOAD	2205012400280
7.0	PROCARE-SVC-POWER-LOAD	2205012400281
8.0	PROCARE-SVC-POWERPRO	151039515
8.0	PROCARE-SVC-POWERPRO	151039516
8.0	PROCARE-SVC-POWERPRO	151039517
8.0	PROCARE-SVC-POWERPRO	151039518
8.0	PROCARE-SVC-POWERPRO	151039519
8.0	PROCARE-SVC-POWERPRO	151039520
8.0	PROCARE-SVC-POWERPRO	151039521
8.0	PROCARE-SVC-POWERPRO	151039522
8.0	PROCARE-SVC-POWERPRO	151039523
8.0	PROCARE-SVC-POWERPRO	151039524
8.0	PROCARE-SVC-POWERPRO	151039525
8.0	PROCARE-SVC-POWERPRO	151039526
8.0	PROCARE-SVC-POWERPRO	151039527
8.0	PROCARE-SVC-POWERPRO	151039528
8.0	PROCARE-SVC-POWERPRO	151039529
8.0	PROCARE-SVC-POWERPRO	160939586
8.0	PROCARE-SVC-POWERPRO	160939587
8.0	PROCARE-SVC-POWERPRO	160939588
8.0	PROCARE-SVC-POWERPRO	160939589
8.0	PROCARE-SVC-POWERPRO	170441646
8.0	PROCARE-SVC-POWERPRO	170441647
8.0	PROCARE-SVC-POWERPRO	170441648
8.0	PROCARE-SVC-POWERPRO	170441649
8.0	PROCARE-SVC-POWERPRO	2004003500205
8.0	PROCARE-SVC-POWERPRO	2004003500206
8.0	PROCARE-SVC-POWERPRO	2004003500207

Purchase Order Form

stryker®

Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
https://techweb.stryker.com

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment **Stryker Quote Number** ☐

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

HALL COUNTY
GEORGIA

Sole-Source/Brand Justification

Request Submitted By

Name:	
Job Title:	
Department:	
E-Mail Address:	
Date of Request:	

Request Details

Sole-Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exits or that only one single supplier can fulfill the requirements of the County.

Sole-Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

Identify efforts made to locate other possible sources.

Desired Supplier Name:
Desired Supplier Email:
Desired Supplier Phone Number:

Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

Exclusive Capability: Justifying a Sole Source/Sole Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).
Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.
Letter from Original Equipment Manufacturer (required): **Attached**

Purchasing Use Only	
Buyer:	
Buyer E-Mail Address:	
Buyer Telephone:	
Contract #:	
Contract Name:	
If publicly solicited, number of protests:	
Outcome:	
Bid # (if competitively bid):	
Purchase Order #:	

AGENDA ITEM

Fire Rescue

REPORT TO: **Work Session (09/11/23)**

REPORT TO: **Voting Meeting (09/14/23)**

ITEM NO: 478/2023

SUBJECT: Approve the purchase of a Strategic Planning and Standard of Cover Study for Fire Rescue to Emergency Services Consulting International (ESCI) of Chantilly, VA, in the amount of $90,000.00.

Meetings:

Work Session Date: 09/11/23 **Voting Meeting Date:** 09/14/23

Executive Summary:

Presenter: CA

Recommendation:
Approve.

Purpose of Request:
Approve the purchase of a Strategic Planning and Standard of Cover Study for Fire Rescue to Emergency Services Consulting International (ESCI) of Chantilly, VA, in the amount of $90,000.00.

History:

Facts and Issues:

Options:

This contract was competitively bid through National Purchasing Parners (NPPGov) which is a national cooperative procurement organization. The contract RFP #1715 is valid through 06/05/2024. Fire Rescue requested and was approved in the FY24 budget to hire a consultant to perform a Standards of Cover, Community Risk Assessment, and Community Strategic Plan. This study shall provide the baseline of the department's capabilities, proper resource deployment, and future needs for delivering fire and EMS services to Hall County. The proposed vendor is included in the NPPGov cooperative and has been approved by Purchasing and will not need to be bid.

The Standard of Cover study shall include: Thorough review of current practices and functions and Workload assessment. Analysis to determine the department's strengths and weaknesses. The evaluation and data analysis shall be based on nationally recognized guidelines and criteria to include: National Fire Protection Association (NFPA) standards, Insurance Services Office (ISO) schedules, federal and state mandates, and accepted best practices within emergency services. Analysis shall follow the most recent guidance of the Commission on Fire Accreditation International (CFAI).

The scope of work shall include:

Organization overview to include: service area population and demographics, history, current service delivery, governance and lines of authority, policy review, and organization design.

Review of services: emergency responses, operational staffing levels including distribution and assignment, staff allocation, staffing methodology.

Capital facilities and equipment: Review of major capital assets and analyze needs of existing condition and use in future service delivery.

Community Risk Assessment: analyze community risks, growth projections, and land use. Work with GIS on topography, response barriers, transportation networks, political and growth boundaries, construction, and service demand.

The Community-Centered Strategic Plan shall include: 3-5 year plan to guide the progress of the department. Shall include the participation of Hall County departments and employees, community organizations, community leaders, and citizens.

Funding Requested	$ 90,000.00
Are funds within current budget?	Yes
Source of Funds	Fire Services Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	No
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Buyer	submit	approve	Purchasing
AP	JS	JS	AP
Budget	**Finance**	**Attorney**	**Administration**
TS	WG	WLI	CR

Clerk
JR

Attachments:
Financial Supplement
Proposal
Strategic Plan
Contract Overview

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 478/2023

Funds Requested: $ 90,000.00

Request Budgeted: Yes

Proposed Source of Funding:

Fire Services Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	270-FIRE SERVICES FUND	3520-FIRE RESCUE	521000-PROFESSIONAL SERVICES	$90,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CA

Phone: 470-623-7129

PROJECT PROPOSAL

Prepared by:

EMERGENCY SERVICES CONSULTING INTERNATIONAL

4795 Meadow Wood Lane Suite 110 Chantilly, Virginia 20151

1-800-757-3724

info@esci.us

www.esci.us

COMMUNITY RISK ASSESSMENT & STANDARD OF COVER

Hall County, Georgia

COVER LETTER

Emergency Services Consulting International (ESCI) is pleased to submit our proposal to conduct a Community Risk Assessment and Standard of Cover for Hall County, Georgia. ESCI is well-positioned to assist you with this critical project. ESCI has worked with many communities across the country; our project team has significant experience in the development and delivery of Expansion Studies, Community Risk Assessments, Standards of Cover, Strategic Plans, Agency Evaluations, Master Plans, Staffing and Organizational Studies, Fire Station Assessments, and similar planning studies and reports.

Established in 1976, ESCI specializes in high-quality, professional consulting services to public safety and emergency management organizations throughout the United States and Canada. Considered the nation's leader in public safety consulting, the ESCI team brings first-hand experience and subject matter experts in emergency planning, mitigation, response, and recovery, with active involvement in highly visible and responsible leadership positions. ESCI operates on the principles of honesty, integrity, and service. You can count on us to understand your issues, challenges, and responsibilities and to provide proven, community-driven solutions and best practices designed to meet your specific need on time and within budget.

We thank you for the opportunity to present this proposal, and we look forward to working with you on this critical project. Should you have any questions, please do not hesitate to contact me at joe.powers@esci.us.

Sincerely,

Joe Powers, Managing Director
Emergency Services Consulting International
Esci.us | 503.570.7778 | Joe.Powers@esci.us

Since 2008, ESCI has been the consulting firm of the International Association of Fire Chiefs.

ESCI OVERVIEW

Since 1976, ESCI's strength has been its commitment to customer satisfaction, innovation, and quality services. We are a vision-driven organization that is growing and changing to meet the dynamic challenges and opportunities for public safety services worldwide. ESCI approaches its mission in a manner that results in scalable, sustainable, and defensible solutions for all types and sizes of public safety organizations.

Our formula is simple. We utilize the best and brightest consultants, professionals, strategic partners, and subject matter experts. These amazing men and women provide validated and proven analysis of current and future conditions, compare findings against industry best practices and community standards and provide innovative, sustainable, and customized solutions for the future.

We take the time to develop meaningful relationships with our clients and partners, provide recognition of the essential and vital work of public safety agencies, and demonstrate unwavering respect for the men and women providing public safety services worldwide.

ESCI is thinking differently about public safety consulting to help change the world, one community at a time. I encourage you to read through this prospectus and learn all we offer. We'd love to work with you and your community.

We accomplish this by providing the highest value of consulting services and educational programs.

The mission of ESCI is to provide expertise and guidance that enhances community safety.

THE ESCI ADVANTAGE

ESCI's advantage begins with our technical expertise and capability, extends to our experienced and highly qualified staff, and concludes with a product that will enable your organization to meet the challenges of emergency services into the future.

ESCI's team has first-hand experience in the process of analyzing emergency service providers and recommending an array of opportunities that are economically, culturally, and operationally feasible. Each team member is a specialist in fire, rescue, law enforcement, EMS, or related fields. The team will work collaboratively to create the best possible strategies and options for your organization.

The ESCI Advantage includes:

- A clear understanding and appreciation of the complexity of the local and regional environment.
- Over 40 years of public safety consulting experience; the successful completion of hundreds of consulting engagements.
- The ability to deliver a high-quality product on time, and with organizational support and endorsement.
- Knowledge of contemporary issues associated with the delivery of emergency services.
- Experience with a variety of jurisdictions including municipalities, counties, and state governments.
- A highly skilled and knowledgeable team of professionals with skill-sets necessary to meet your

ESCI AT A GLANCE

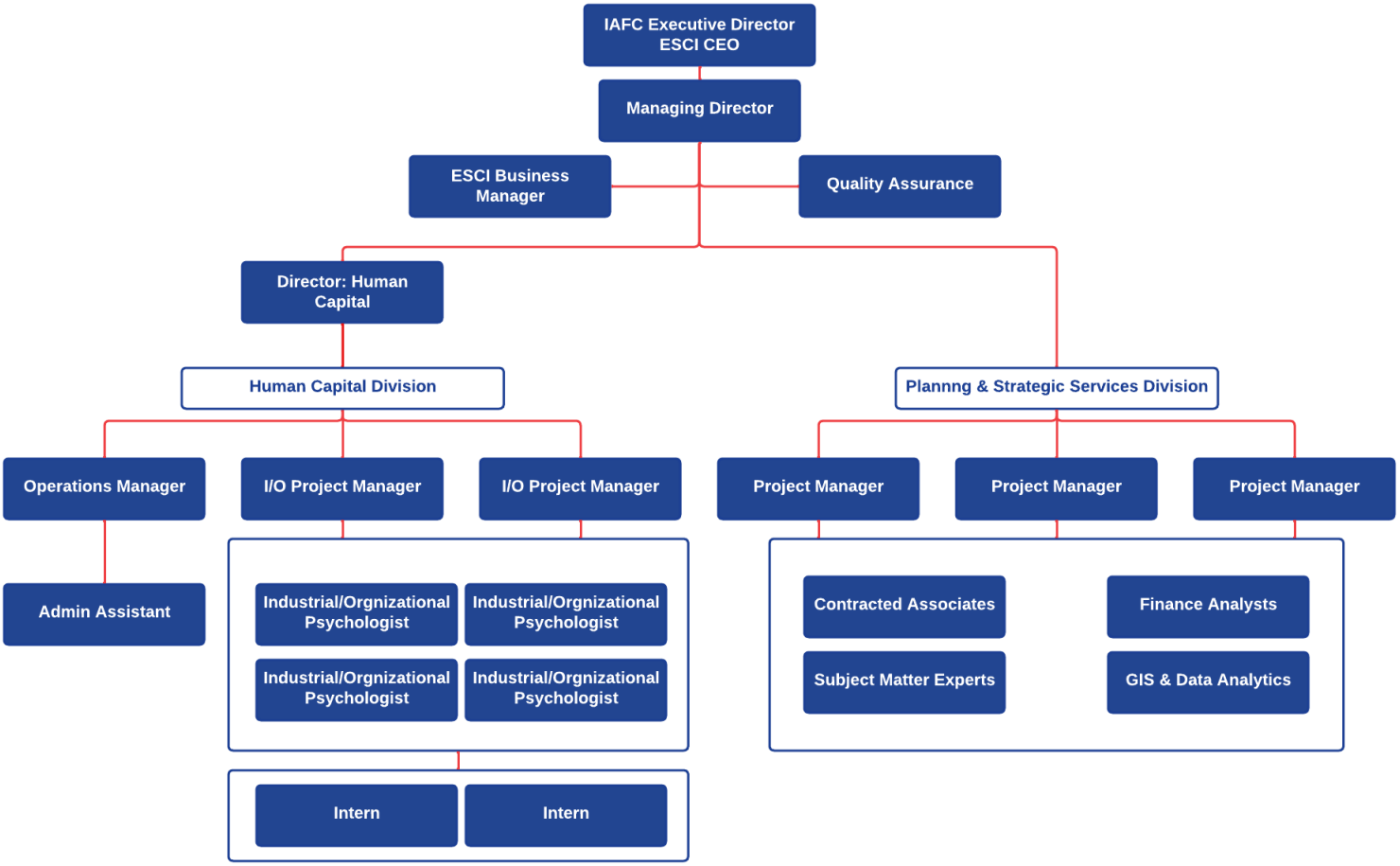
As the consulting firm of the International Association of Fire Chiefs, Emergency Services Consulting International has reliably met the needs of emergency services agencies for over nearly fifty years. With our international presence, ESCI has the ability to draw upon a international network of resources to assist with fire, EMS, law enforcement and homeland security agencies to plan and adapt to future needs.

COMMUNITY SAFETY

- PLANNING SERVICES
- RISK ASSESSMENT & RESOURCE DEPLOYMENT
- PUBLIC SAFETY AGENCY MANAGMENT & ASSESSMENT
- RECRUITMENT, TESTING & PROMOTION

RELATIONSHIPS. RECOGNITION. RESPECT

ESCI ORGANIZATIONAL CHART



COMMUNITY RISK ASSESSMENT & STANDARDS OF COVER

HALL COUNTY FIRE RESCUE

PROJECT UNDERSTANDING

Hall County, Georgia, is seeking a qualified professional consulting firm to conduct a Community Risk Assessment (CRA)/Standards of Cover (SOC) analysis which will guide the Hall County Fire Rescue (HCFR) in the equitable provision of modern fire and emergency services. The analysis will be used to develop recommendations for appropriate staffing and deployment of fire, rescue, and emergency medical service (EMS) resources consistent with state and national best practices and industry standards. Specific emphasis will be placed on the following:

Project deliverables will include, but are not limited to:

- A review of core business practices and functions
- A full workload assessment
- Progress summaries and a preliminary draft report
- A final report summarizing findings and recommendations
- A high-level written summary for the Hall County Council

The final report will:

- Identify HCFR strengths and weaknesses
- Clearly and succinctly prioritize work needed to align HCFR with current industry best practices and County council direction
- Clearly articulate the relationship between workload and community risk, service demand, resource needs, and response time capabilities

ESCI will produce a Community Risk Assessment/Standards of Cover (CRA/SOC) document and tools compliant with industry best practices in deployment analysis. Further discussion between the ESCI team and the HCFR project team during the project initiation phase will ensure that any additional issues not previously identified but relevant to this study will be fully discussed and included in the project. This evaluation and data analysis will be based on nationally recognized guidelines and criteria, including the National Fire Protection

Association (NFPA) standards, Insurance Services Office (ISO) schedules, any federal and state mandates relative to fire and emergency services, and generally accepted best practices within emergency services. All methodology used in this Community Risk Assessment: Standards of Cover analysis of the Hall County Fire Rescue will follow the most recent guidance published by the Commission on Fire Accreditation International (CFAI).

SCOPE OF WORK

Phase I: Project Initiation and Site Visit

Task 1-A: Project Initiation & Work Plan Development

ESCI will develop a project work plan based on the scope of work and correspond with the Hall County project team to comprehensively understand the project's background, goals, and expectations. This work plan will include:

- Primary tasks to be performed
- Person(s) responsible for each task
- Timetable for each task to be completed
- Method of evaluating results
- Resources to be utilized
- Possible obstacles or problem areas associated with the accomplishment of each task

This process will establish working relationships, make logistical arrangements, determine lines of communication, and finalize contractual arrangements. Other agenda items will include data collection, an interview plan, a tentative schedule, interim milestones, meetings, deliverables and relevant reports, and background material transfer.

Task 1-B: Acquisition & Review of Background Information

ESCI will request pertinent information and data from the HCFR project manager. This data will be used extensively in the analysis and development of the CRA/SOC document. The documents and information relevant to this project will include, but not be limited to, the following:

- Past or current studies, research, or reports
- County Comprehensive Plan documents, including current and future land use information
- Local census and demographic data
- Zoning maps and zoning code
- Department administrative policies and procedures
- Standard Operating Guidelines (SOGs) and service delivery practices
- Current service delivery objectives and targets
- Facility and apparatus inventories
- Automatic and mutual aid agreements
- Records management data, including National Fire Incident Reporting System (NFIRS) incident data for the preceding five years
- Computer-Aided Dispatch (CAD) incident records for the preceding five years
- Local Geographic Information Systems (GIS) data, where available

Task 1-C: Site Visit & Stakeholder Input

The ESCI project team will perform a site visit to gather information about the department and community and to conduct interviews with key personnel, including:

- Elected or appointed officials
- Fire department chief officers, managers, and other key staff
- County planning staff
- County Human Resources Director
- Labor leaders
- Other external fire agencies adjacent to the County
- Medical facilities, EMS medical director
- Others that may contribute to the project

The project team will interview key stakeholders who can contribute to this study. At a minimum, members of the project team will interview appropriate community officials and citizens, business owners, fire department officials, and others that the project team deems necessary. This may be done through in-person interviews and/or electronic surveying.

Phase II: Standards of Cover Development

ESCI will conduct an organizational analysis of the department based on the elements outlined in the following tasks. This evaluation assesses HCFR operations in comparison to industry standards and best practices and creates benchmarks against which to compare future improvements.

Task 2-A: Organizational Overview

An overview of the organization and community will be developed by discussing:

- Service area population and demographics
- History, formation, and general description of the HCFR
- Description of the current service delivery infrastructure
- Governance and lines of authority
- Foundational policy documents
- Organizational design

Task 2-B: Review of Services Provided

The services currently provided by the HCFR will be evaluated. Areas to be considered include:

- Review of emergency response services by type
- Review and evaluate operational staffing levels, distribution, and assignment
- Review staff allocation to various emergency functions
- Review staff scheduling methodology

Task 2-C: Capital Facilities and Equipment

ESCI will review the status of current major capital assets (facilities and apparatus) and analyze needs relative to the existing condition of those assets while taking into consideration their viability for continued use in future service delivery, including:

Facilities

Review and make observations in areas related to station efficiency and functionality. Items to be contained in the report include:

- Design
- Code Compliance
- Construction
- Staff Facilities
- Safety
- Efficiency
- Environmental Issues
- Future Viability

Apparatus/Vehicles

Review and make observations regarding the inventory of apparatus and equipment. Items to be reviewed include:

- Age, condition, and serviceability
- Distribution and deployment
- Maintenance
- Regulatory compliance
- Future needs

Task 2-D: Community Risk Assessment

ESCI will conduct an analysis of community risks, growth projections, and land uses and interpret their impact on emergency service planning and delivery. Land use, zoning classifications, parcel data, ISO fire flow data, economic value, building footprint densities, occupancy data, and demographic information may be used, along with specific target hazard information, to analyze and classify community fire protection risk by geography and type.

ESCI will use local planning/zoning data combined with available Geographic Information System (GIS) data to evaluate the physical risks within the community, including:

- Overall geospatial characteristics, including political and growth boundaries, construction, and infrastructure limitations
- Topography, including response barriers, elevation extremes, and open space/interface areas
- Transportation networks, including roads, rail lines, airports, and waterways
- Evaluation of physical assets protected

An interpretation of available census and community development data will be provided, indicating the following:

- Population history
- Census-based population and demographic information
- Community planning-based population information
- Transient population and demographic information (to the extent data is available)
- Population density
- Community land use regulations
- Occupancy types by land use designation
- Hazardous substances and processes
- Non-structural risk categorization

ESCI will evaluate the current workload of the HCFR and relate that analysis to the previously described community risk:

- A Service Demand study will analyze and geographically display current service demand by incident type and temporal variation.

An analysis will be completed, and a matrix will be developed for the community's common and predictable risk types to identify staffing and resource needs. The matrix will be developed with consideration given to:

- Risk-specific staffing levels necessary to meet the critical tasking analysis for the identified risks
- Apparatus assignments to accommodate the anticipated fire flow and other critical functions of the identified risks

Task 2-E: Review of Historical System Performance

ESCI will review and make observations in areas specifically involved in, or affecting, service levels and performance of the HCFR. Areas to be reviewed shall include, but not necessarily be limited to:

- Resource Distribution Study
  - Overview of the current facility and apparatus deployment strategy, analyzed through Geographical Information Systems software, to identify service gaps and redundancies.
- Resource Concentration Review
  - Analysis of geographic display of the response time necessary to achieve full effective response force arrival in the study area using the existing distribution of all organizational resources
  - Analysis of company and staff distribution as related to effective response force assembly
- Response Reliability Study
  - Analysis of current workload, including unit hour utilization (to the extent data is complete)
  - Review of actual or estimated failure rates of individual companies (to the extent data is complete and available)
  - Analysis of call concurrency and impact on effective response force assembly (resource drawdown)
  - Analysis of call concurrency and its impact on resource exhaustion
- Response Performance Analysis
  - Analysis of actual system response time performance, analyzed by individual companies (to the extent data is complete and available)
- Mutual and Automatic Aid Systems

ESCI will also review and consider any current or draft HCFR performance goals, objectives, and measures in place to determine recommended levels of service.

Phase III: Establishment of Performance Objectives

Task 3-A: Recommended Response Goals and Targets

The establishment of fire and EMS response time standards and targets is a primary responsibility of the Hall County Council, which sets policy based on community risk, citizen expectations, and the HCFR's capabilities. ESCI will provide data analysis and comparison against industry standards and will recommend response performance goals.

ESCI will identify the current level of emergency services provided by the HCFR and compare the department's performance against industry standards and best practices, such as the benchmarks described by the Insurance Services Office (ISO), consensus standards from the National Fire Protection Association (NFPA), recommended practices from the Commission on Fire Accreditation International (CFAI), and other pertinent resources.

A review and discussion of existing response performance goals (if in place) or a discussion of existing response performance (if goals are not in place) will be provided, matching the nature and type of risks identified in the previous report sections. ESCI will then recommend response performance goals as follows:

- Response Time Performance – Each timed element of the response system, from receipt of call to first unit arrival
- Resource Distribution – Initial attack (first due) resources for risk-specific intervention
- Resource Concentration – Effective response force assembly (apparatus and personnel), of the initial resources necessary to stop the escalation of the emergency for each risk type

Task 3-B: Overview of Compliance Methodology

ESCI will work with the HCFR's management team to develop a methodology that will allow the department to continually measure future performance. This methodology will include, but not necessarily be limited to:

- Records Management Systems (RMS) usage policies
- Assignment of oversight responsibilities
- Schedule of assessments
- Review requirements

Phase IV: Development, Review, and Delivery of the Community Risk Assessment/Standards of Cover Report

Task 4-A: Overall Evaluation, Conclusions, and Recommendations to Policymakers

ESCI will develop and analyze various operational models for providing emergency services with the specific intent of identifying those options that can deliver the optimum levels of service identified at the most efficient cost. Recommendations will be provided identifying the best long-range strategy for service delivery and the impact of initiating such a strategy.

ESCI will develop one or more long-range options for resource deployment that will improve the HCFR's level of service toward the identified performance objectives and targets. This may include, but is not necessarily limited to, specific recommendations regarding:

- Any relocation of existing facilities
- General locations of future necessary fire stations
- Selection and deployment of apparatus by type
- Deployment of operations personnel
- Deployment of special units or resources

ESCI will evaluate and present in a graphical and descriptive format the deployment option(s) including:

- Degree of benefit to be gained through its implementation
- The extent to which it achieves established performance targets
- Potential negative consequences

Task 4-B: Develop and Review the Draft Project Report

ESCI will develop and produce an electronic draft version of the written report for review by the HCFR project team. Client feedback is a critical part of this project, and adequate opportunity will be provided for review and discussion of the draft report prior to finalization. A review of the draft will be performed through web-based video conferencing. The report will include:

- Narrative analysis of each report component structured in easy-to-read sections and accompanied by explanatory support to encourage understanding by both staff and civilian readers
- Clearly designated recommendations highlighted for easy reference and cataloged as necessary in a report appendix
- Supportive charts, graphs, and diagrams, where appropriate
- Supportive maps, utilizing GIS analysis, as necessary
- Appendices, exhibits, and attachments, as necessary

Task 4-C: Delivery and Presentation of Final CRA/SOC Report

ESCI will complete any necessary revisions of the draft and produce five publication-quality bound, final versions of the written report along with an electronic copy in PDF file format. A formal presentation of the project report will be made by ESCI project team member(s) to staff, elected officials, and/or the public, as necessary, and will include the following:

- A summary of the nature of the report, the methods of analysis, the primary findings, and critical recommendations
- Supportive audio-visual presentation
- Review and explanation of primary supportive charts, graphs, diagrams, and maps, where appropriate
- Opportunity for questions and answers, as needed
- All presentation materials, files, graphics, and written material will be provided to the client at the conclusion of the presentation(s)

Community Risk Assessment/Standards of Coverage Timelines

ESCI offers the following maximum project timeline, which is subject to change based upon the mutual agreement of Hall County Fire Rescue and ESCI. The timeline will not begin until ESCI is provided with all information and data necessary for the project's successful completion. ESCI estimates a timeline of 180 days from the completion of fieldwork.

Project Phase	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Phase I: Project Initiation						
Phase II: Standards of Cover Development						
Phase III: Establishment of Performance Objectives						
Phase IV: Development, Review, & Delivery of the Report						

Community Risk Assessment/Standards of Cover Study Proposed Fee

Emergency Services Consulting International is pleased to present the following formal cost proposal for the project outlined in the Scope of Work. The fee ESCI is proposing to perform this study is inclusive of expenses as follows:

Project Phase	Consulting Fees	Expenses	Total
Phase I: Project Initiation	$18,933	$5,201	$24,134
Phase II: Standards of Cover Development	$25,056	$0	$25,056
Phase III: Establishment of Performance Objectives	$2,917	$0	$2,917
Phase IV: Development, Review, & Delivery of the Report	$7,792	$1,730	$9,522
Total Cost (Not to exceed):			**$61,628**

Proposed Payment Schedule

- 10% payment due upon signing of the contract.
- Monthly invoicing thereafter as work progresses.

ESCI Hourly Rates

Senior Level Project Oversight, Senior Data Engineer/SME ..... $260/hr.

Project Manager, Senior Consultant ..... $230/hr.

Consultant ..... $200/hr.

Data Analyst..... $150/hr.

Admin Support..... $90/hr.

PROJECT PROPOSAL

Prepared by:

EMERGENCY SERVICES CONSULTING INTERNATIONAL

4795 Meadow Wood Lane Suite 110 Chantilly, Virginia 20151

1-800-757-3724

info@esci.us

www.esci.us

COMMUNITY-CENTERED STRATEGIC PLAN

Hall County, Georgia

COVER LETTER

Emergency Services Consulting International (ESCI) is pleased to submit our proposal to conduct a Community-Centered Strategic Plan for Hall County, Georgia. ESCI is well-positioned to assist you with this critical project. ESCI has worked with many communities across the country; our project team has significant experience in the development and delivery of Expansion Studies, Community Risk Assessments, Standards of Cover, Strategic Plans, Agency Evaluations, Master Plans, Staffing and Organizational Studies, Fire Station Assessments, and similar planning studies and reports.

Established in 1976, ESCI specializes in high-quality, professional consulting services to public safety and emergency management organizations throughout the United States and Canada. Considered the nation's leader in public safety consulting, the ESCI team brings first-hand experience and subject matter experts in emergency planning, mitigation, response, and recovery, with active involvement in highly visible and responsible leadership positions. ESCI operates on the principles of honesty, integrity, and service. You can count on us to understand your issues, challenges, and responsibilities and to provide proven, community-driven solutions and best practices designed to meet your specific need on time and within budget.

We thank you for the opportunity to present this proposal, and we look forward to working with you on this critical project. Should you have any questions, please do not hesitate to contact me at joe.powers@esci.us.

Sincerely,

Joe Powers, Managing Director
Emergency Services Consulting International
Esci.us | 503.570.7778 | Joe.Powers@esci.us

Since 2008, ESCI has been the consulting firm of the International Association of Fire Chiefs.

ESCI OVERVIEW

Since 1976, ESCI's strength has been its commitment to customer satisfaction, innovation, and quality services. We are a vision-driven organization that is growing and changing to meet the dynamic challenges and opportunities for public safety services worldwide. ESCI approaches its mission in a manner that results in scalable, sustainable, and defensible solutions for all types and sizes of public safety organizations.

Our formula is simple. We utilize the best and brightest consultants, professionals, strategic partners, and subject matter experts. These amazing men and women provide validated and proven analysis of current and future conditions, compare findings against industry best practices and community standards and provide innovative, sustainable, and customized solutions for the future.

We take the time to develop meaningful relationships with our clients and partners, provide recognition of the essential and vital work of public safety agencies, and demonstrate unwavering respect for the men and women providing public safety services worldwide.

ESCI is thinking differently about public safety consulting to help change the world, one community at a time. I encourage you to read through this prospectus and learn all we offer. We'd love to work with you and your community.

We accomplish this by providing the highest value of consulting services and educational programs.

The mission of ESCI is to provide expertise and guidance that enhances community safety.

THE ESCI ADVANTAGE

ESCI's advantage begins with our technical expertise and capability, extends to our experienced and highly qualified staff, and concludes with a product that will enable your organization to meet the challenges of emergency services into the future.

ESCI's team has first-hand experience in the process of analyzing emergency service providers and recommending an array of opportunities that are economically, culturally, and operationally feasible. Each team member is a specialist in fire, rescue, law enforcement, EMS, or related fields. The team will work collaboratively to create the best possible strategies and options for your organization.

The ESCI Advantage includes:

- A clear understanding and appreciation of the complexity of the local and regional environment.
- Over 40 years of public safety consulting experience; the successful completion of hundreds of consulting engagements.
- The ability to deliver a high-quality product on time, and with organizational support and endorsement.
- Knowledge of contemporary issues associated with the delivery of emergency services.
- Experience with a variety of jurisdictions including municipalities, counties, and state governments.
- A highly skilled and knowledgeable team of professionals with skill-sets necessary to meet your

ESCI AT A GLANCE

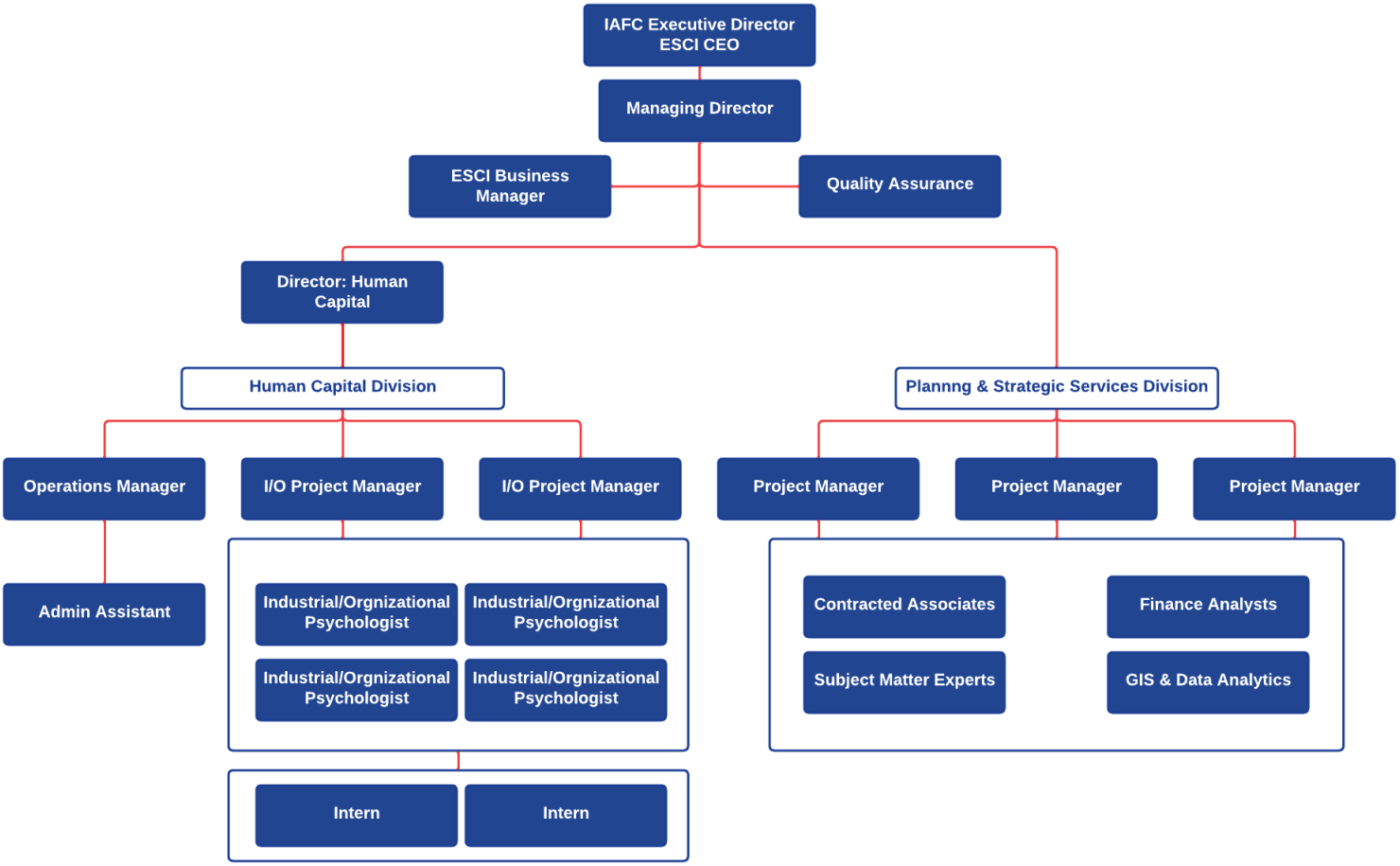
As the consulting firm of the International Association of Fire Chiefs, Emergency Services Consulting International has reliably met the needs of emergency services agencies for over nearly fifty years. With our international presence, ESCI has the ability to draw upon a international network of resources to assist with fire, EMS, law enforcement and homeland security agencies to plan and adapt to future needs.

COMMUNITY SAFETY

- PLANNING SERVICES
- RISK ASSESSMENT & RESOURCE DEPLOYMENT
- PUBLIC SAFETY AGENCY MANAGMENT & ASSESSMENT
- RECRUITMENT, TESTING & PROMOTION

RELATIONSHIPS. RECOGNITION. RESPECT

ESCI ORGANIZATIONAL CHART



COMMUNITY-CENTERED STRATEGIC PLAN

HALL COUNTY FIRE RESCUE

PROJECT UNDERSTANDING

The Emergency Services Consulting International (ESCI) proposes a Community-Centered Strategic Plan for the Hall County Fire Rescue (HCFD), resulting in a three-to-five-year work plan intended to guide the progress of the entire organization with goals and objectives. The process includes representation from identified community organizations and the HCFD workforce. As a result, each department member will feel their input is valued and contributes to the organization's future.

ESCI invites all members to submit anonymous feedback using a web-based analysis tool before the planning workshop. ESCI will gather input on issues the members believe are the strengths and weaknesses of the agency and what are believed to be opportunities or challenges facing the department. ESCI compiles the results of the department-wide analysis. The results are shared with the planning team on the first day of the workshop.

As a community-centered process, ESCI works with the department to identify the right mix of external stakeholders (citizens) to invite to the "citizens' forum." This two-hour session occurs the day before the team's two-day planning work session. ESCI facilitates the citizen forum, walking the attendees through a structured process to gain insights into their expectations of the department for services and planning elements. The results of this forum are shared with the planning team to align the plan with the community's needs.

On the first day of the planning team's work session, the department's mission, vision, and values are reviewed and, if needed, modified or created if they did not previously exist. The planning team then reviews the results of the whole-organization employee feedback analysis. The HCFD planning team identifies broad themes through an ESCI-facilitated process. These themes form the strategic initiatives for the strategic plan.

After the strategic initiatives are created, the team is broken into small groups to develop goals that, when completed, accomplish the strategic initiative. The smaller groups facilitate deeper conversation, brainstorming, and discussion than a more extensive group allows. However, each small group reports to the full team to "cross-pollinate" ideas and concepts. This also creates buy-in from the larger team.

Once the goals have been identified, the smaller groups may be mixed up to avoid "groupthink" and begin developing measurable objectives for each goal. Again, these are reported to the full team for refinement. The small groups develop objectives and are also asked to create an "outcome statement," describing the intended outcome. The outcome statement may be a performance metric (e.g., unit turnout times improved by 20% over the 2023 period) or a simple outcome (e.g., a promotional guidance document that allows the most qualified and appropriate candidate to advance to the next rank).

Timelines are established once the initiatives, goals, objectives, and outcomes have been identified. ESCI will facilitate the assignment of timelines, ensuring a balanced workload over the plan's life. ESCI will then compile the results of the two-day work session and provide a draft for the department to review. After necessary revisions, the report will be finalized and provided to the agency for adoption and implementation.

SCOPE OF WORK

Phase I: Project Preparation & Planning

Task 1-A: Project Initiation & Scheduling

ESCI will develop a project plan and work with the HCFD project liaison to gain a comprehensive understanding of the organization's background, goals, and expectations for the strategic plan process. The project plan will be developed, identifying:

- Local strategic planning team composition and recruitment
- Strategic planning workshop format
- Schedule
- Location and other logistical issues
- Potential impediments and organizational issues

This discussion will also help to establish working relationships, make logistical arrangements, and determine appropriate lines of communication.

Task 1-B: Project Planning Session

ESCI's project manager will conduct an in-person planning work session with the planning team in Hall County.The session will establish structure and brainstorm ideas, while encouraging group collaboration to develop the framework and foundation necessary for an effective strategic planning process.

ESCI and the HCFD project liaison will collaborate to develop the day's agenda.

Phase II: Whole-Organization Feedback & Analysis

Task 2-A: Member Survey

To provide internal personnel with an opportunity to participate in this data-gathering event, the ESCI project team will work with HCFD to develop a department-approved internal survey. The survey will gather detailed feedback on several aspects of the members' priorities, opinions, and expectations related to service delivery, core services and programs, positive and corrective issues, and recommendations for the Strategic Plan. ESCI recommends that the survey be accessible to all personnel.

To ensure respondent anonymity, ESCI will obtain survey responses confidentially. This will be accomplished using an internet-based survey accessible only to the intended participants. The survey results will be delivered directly to ESCI's headquarters office. ESCI will develop and produce an executive summary of the survey results.

Phase III: Facilitated Community Work Session

Task 3-A: Assessment of Community Needs and Expectations

ESCI facilitators will assist the department in identifying external customers/key members of the Hall County community. Once identified, invitations will be sent, and ESCI will convene one afternoon/evening external community session to gain a realistic view of community needs and expectations. The planning team will organize these meetings to accommodate and encourage the most citizen input. ESCI has found, through experience, that 80 to 90 percent of the invitees attend these sessions and actively participate. At a minimum, we recommend the representatives of this citizen's focus group include, but not be limited to:

- Business owners
- Service groups representative(s) (i.e., Chamber of Commerce, Rotary, Lions)
- Prominent citizens in the community
- Members of civic organizations
- Media representative(s)
- Multiple citizens who have been actual recipients of fire and EMS (Emergency Medical Services) services
- Representatives of neighborhood organizations and/or homeowner associations
- Representatives of non-profit organizations
- Representatives of local industry
- Other citizen-customers, as identified by the strategic planning group

ESCI will facilitate this group meeting with one HCFD representative, usually a chief or chief officer, to act only as a technical resource and answer questions the facilitator cannot. In addition to facilitating the session, ESCI may utilize surveys and questionnaires to gather more necessary information.

The process will seek to identify:

- How the community prioritizes the services provided by the organization
- Areas of community concern about the organization
- Community expectations
- Community's positive attributes of the organization
- How "good service" is measured

Phase IV: Planning Work Session

ESCI will help develop an organizational strategic plan using the HCFD planning team. The strategic planning process will involve a two-day strategic planning "retreat" to be held on consecutive days at an appropriate location within the community suitable for full and breakout small group work sessions.

Task 4-A: Vision, Mission, & Values

ESCI's experienced facilitators will guide the local planning team in the development of a meaningful vision and mission as well as principal community values:

- Vision statements describe the way the organization views itself in the future.
- The mission statement describes the purpose for which the organization exists.
- Values enumerate the principles or ideas that are important to the members.

ESCI will facilitate discussions that ensure participation by all present to stimulate challenging thought processes, prevent tangential debate, and move the group to consensus. Consensus identification of key internal standards creates the moral and practical guidelines of the organization.

Task 4-B: Internal and External Assessments

ESCI will guide the local planning group through the honest and objective assessment of internal issues and external challenges. Using various facilitation methods, the ESCI facilitators will create an engaging environment that avoids groupthink, increases collaboration, and encourages participants' involvement.

The workshop participants will use tools to identify critical gaps, areas for improvement, organizational elements that require support for sustainability, and those activities that no longer fit the mission. The exercises will directly contribute to developing goals and objectives.

Task 4-C: Goals and Objectives

ESCI will direct the local planning team in establishing goals and objectives, critical tasks, and timelines imperative to the Hall County Fire Rescue while encouraging the participation of individual members. This process will lead to:

- The establishment of organizational goals that address the identified concerns of the external and internal customers over a one-to-five-year timeframe.
- For each goal, the development of one or more measurable objectives that are written in such a manner as to describe the criteria by which an outcome is judged complete or successful.
- The development of associated tasks for each goal and objective utilizing the format of identified measurable criteria.
- The development of reasonable time for completion.

Attainment of this task will be demonstrated by establishing realistic goals for the organization. To meet the organization's mission, the establishment of these goals is essential to providing the organization and the individual members with a clear direction.

The goals and objectives established during this process will become management tools and should be updated on a continual basis as priorities change and as specific goals and/or objectives are achieved. The goals and objectives can then be used to identify what has been achieved and to denote changes within the community and the organization. Fastidiously following these goals and objectives will provide HCFD with the necessary direction and guidance for the future. This should also support the department by reducing the number of impediments, disruptions, and uncertainties for the organization and its members.

Task 4-D: Outcome/Performance Metrics

ESCI will direct the planning team in discussions about establishing performance measures that will help the HCFD measure its progress toward the organizational vision. This will be an ongoing process and may initially involve concepts of performance measurement that will require modifications in the collection of necessary data as the organization becomes more focused on measuring achievement and outcomes.

Phase V: Published Strategic Plan Document & Presentation

Task 5-A: Publication of Final Strategic Plan Report

ESCI will develop and provide the department with a draft Strategic Plan electronically for review and comment (also known as a "Technical Review"). Any changes noted on the draft will be addressed by ESCI. An electronic version of the document will be provided.

ESCI will provide an implementation tool to help track and maintain accountability. This tool is designed to be flexible to accommodate any changes the department may experience over the plan's life. In addition, ESCI will provide guidelines to help select the best local planning team members for the correct leadership positions. As an option, ESCI can also incorporate longer-term implementation assistance to ensure continued growth for the organization.

Task 5-B: Presentation

ESCI will work closely with the HCFD leadership team to develop and deliver a virtual presentation to Hall County's governing body. The presentation during a board work session helps to solidify the process used and outcomes generated to move the organization forward. Support from the governing body is essential to Hall County Fire Rescue's success.

(Optional) Phase VI: One Year of Implementation Support

Task 6A: Semi-Monthly Guidance by Zoom (or a similar platform)

At least twice monthly, ESCI will meet with department leaders or program managers and provide implementation coaching and guidance and assist with organizational accountability. During these sessions, ESCI can facilitate the development of performance measures, develop tracking tools, and provide guidance on change management strategies. The staff and consultants of ESCI have a rich background of organizational leadership experience. Based on Hall County Fire Rescue's specific needs, ESCI can leverage internal resources to support HCFD's success.

One-hour virtual meetings every other week equal approximately twenty-four hours of personal, one-on-one consultation. This task is at most twenty-eight hours annually. Meetings will be scheduled within a rhythm and can be altered with appropriate notice. The one-year timeline begins with the delivery of the final in electronic format.

Community-Centered Strategic Plan Project Completion Timelines

ESCI offers the following project timeline, which is subject to change based on the mutual agreement of the Hall County Fire Rescue and ESCI. The timeline will not begin until ESCI is provided with all information and data necessary for the project's successful completion.

Project Phase	Month 1	Month 2	Month 3
Phase I: Project Preparation & Planning			
Phase II: Whole-Organization Feedback			
Phase III: Facilitated Work Sessions			
Phase IV: Planning Workshop			
Phase V: Published Strategic Plan Document			
Phase VI: One Year of Implementation Support	*One Year from Final Document*		

Community-Centered Strategic Plan Proposed Project Fee

Emergency Services Consulting International is pleased to present the following formal cost proposal for the Strategic Plan outlined in the Scope of Work.

Project Phase	Consulting Fees	Expenses	Total
Phase I: Project Preparation & Planning	$689	$0	**$689**
Phase II: Whole-Organization Feedback	$2,194	$0	**$2,194**
Phase III: Facilitated Work Sessions	$2,768	$1,796	**$4,564**
Phase IV: Planning Workshop	$8,246	$1,660	**$9,906**
Phase V: Published Strategic Plan Document	$2,062	$0	**$2,062**
Total Cost (Not to exceed):			$19,415
(Optional) Phase VI: One Year of Implementation	$4,601	$0	**$4,601**
Total with Options (Not to exceed):			$24,016

Proposed Payment Schedule

- 10% payment due upon signing of the contract.
- Monthly invoicing thereafter as work progresses.

ESCI Hourly Rates

Senior Level Project Oversight, Senior Data Engineer/SME ..... $260/hr.

Project Manager, Senior Consultant ..... $230/hr.

Consultant ..... $200/hr.

Data Analyst..... $150/hr.

Admin Support..... $90/hr.

Emergency Services Consulting International

Providing Expertise and Guidance that Enhances Community Safety

Consulting Services for Public Organizations

Product Specifics

Emergency Services Consulting International (ECSI) is a consulting firm providing specialized, professional Fire EMS, Law Enforcement and Communications consulting services throughout the United States and Internationally. Some services on contract include:

- Strategic Planning and Long-Range Master Planning
- Feasibility Studies for Cooperative Efforts
- ISO Benchmarking/Pre-evaluation Studies
- Executive Recruitment for Fire Chiefs, Police Chiefs, and Other Public Safety Professionals
- Selection Testing for Entry-level Firefighter and Police Officers
- Promotional Testing/Assessment for Fire and Law Enforcement
- Physical Abilities Tests/CPAT Validation
- Supervisory and Leadership Training

Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to **nppgov.com**.

Contract Details

- Log into **nppgov.com**
- Forms, legal documentation, price lists and other information can be found on the ESCI vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order

PUBLICLY SOLICITED CONTRACT & AWARDED

Lead Public Agency: Public Procurement Authority

RFP #1715

CONTRACT TERM

Effective Date: 06/05/18

Initial expiration: 06/05/21

Possible extensions through: 06/05/24

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

NPPGov

FIRE-RESCUE GPO PROGRAM OF NPPGov

LAW ENFORCEMENT GPO PROGRAM OF NPPGov

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customerservice@nppgov.com
877.329.8847

AGENDA ITEM

Planning and Development

REPORT TO: **Work Session (09/11/23)**

REPORT TO: **Voting Meeting (09/14/23)**

ITEM NO: 474/2023

SUBJECT: Approve the application of the FY 2025 Georgia Department of Transportation Section 5303 Program Metropolitan Planning Grant for the Gainesville-Hall MPO to aid in regional transportation planning in the amount of $136,372.50, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. A 10% State match of $13,637.25 will be provided by Georgia Department of Transportation (GDOT). A 10% cash match of $13,637.25 is required and will be provided by Hall County.

Meetings:

Work Session Date: 09/11/23

Voting Meeting Date: 09/14/23

Executive Summary:

Presenter: JB

Recommendation:
Approval.

Purpose of Request:
Approve the application of the FY 2025 Georgia Department of Transportation Section 5303 Program Metropolitan Planning Grant for the Gainesville-Hall MPO to aid in regional transportation planning in the amount of $136,372.50, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. A 10% State match of $13,637.25 will be provided by Georgia Department of Transportation (GDOT). A 10% cash match of $13,637.25 is required and will be provided by Hall County.

History:

This is the second operating grant for the MPO. Applications are accepted on an annual basis.

Facts and Issues:

Options:

The Georgia Department of Transportation (GDOT) is pleased to announce the FY2025 Call for Projects for transit funding under the following Federal Transit Administration's (FTA) programs:

* Section 5303 Metropolitan Planning Program
* Section 5304 Statewide Planning Program
* Section 5307 Formula Grants for Small Urban Transit Program
* Section 5311 Formula Grants for Rural Areas Program
* Section 5339 Formula Grants for Program Bus and Bus Facilities Infrastructure
Investments Program

Eligible recipients include states and federally recognized Indian Tribes, state or local government authorities, nonprofit organizations, and operators of public transportation services. Eligible activities include planning, operating and capital assistance, job access and reverse commute projects, mobility management activities and the acquisition of public transportation services.
The deadline for completed applications is September 30, 2023.

Funding Requested	$ 13,637.25
Are funds within current budget?	Yes
Source of Funds	Development Services
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?	2023-09-30

Approvals:

Grants	Submit	Approve	Grants
PS	JR	SY	PS
Budget	**Finance**	**Attorney**	**Administration**
TS	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Draft FY25 GHMPO 5303 Application

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 474/2023

Funds Requested: $ 13,637.25

Request Budgeted: Yes

Proposed Source of Funding:

Development Services

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2025	250-MULTIPLE GRANT FUND	7411-MPO	331150-FEDERALâ€OPERATING INDIRECT	$-109,098.00
2025	250-MULTIPLE GRANT FUND	7411-MPO	511100-SALARIES	$87,278.40
2025	250-MULTIPLE GRANT FUND	7411-MPO	531100-GENERAL SUPPLIES AND MATERIALS	$21,819.60
2025	272-DEVELOPMENT SERVICES FUND	7410-PLANNING	511100-SALARIES	$13,637.25
2025	250-MULTIPLE GRANT FUND	7411-MPO	334110-STATEâ€OPERATING DIRECT	$-13,637.25
2025	250-MULTIPLE GRANT FUND	7411-MPO	511100-SALARIES	$13,637.25

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JB

Phone: 7702975541

FEDERAL TRANSIT ADMINISTRATION

FY 2025 GRANT APPLICATION SECTION 5303 PROGRAM

METROPOLITAN PLANNING

APPLICATION DUE

SEPTEMBER 30, 2023

This is a fillable form. Please use Adobe Acrobat Reader to complete this application. You may use the tab button to navigate between fillable form fields. Only the Transmittal Letter and Authorizing Resolution should be printed and returned as a scanned application attachment. All other application components should be completed and returned electronically.

APPLICANT

Submitted By
(Name & Title)

Date Submitted

GDOT

Project Manager Signature

Date Received

FY 2025 Section 5303 Grant Application Checklist

To be completed by APPLICANT:

Legal Name of Applicant: _____

Name/Description of Item	Completed (Yes/No)
Part A: Contract Authorization Tracking System (CATS) Profile Form	
Part B: Transmittal Letter (on Letterhead)	
Part C: Authorizing Resolution	
Part D: Project Description, Budget, and Milestones	
Part E: Title VI Data Collection and Reporting	
Part F: SAM Registration	
Part G: Expenditures Form	
Part H: Indirect Cost Documentation	
Appendix A: FTA Certifications and Assurances	
Appendix B: Definition of FTA Technical Activities	
Appendix C: Performance-Based Transit Planning Agreement	
Appendix D: FY 2025 Additional 5303 Funding Request Scoring Criteria	
Appendix E: Equal Employment Opportunity Questionnaire	

Please Note:

Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; information provided herein will be used as part of the application evaluation upon which, final budgets are based on and awarded by GDOT.

REVIEWED BY
To be completed by GDOT Staff

GDOT Transit Planner	Date
GDOT Transit Planning Manager	Date
GDOT Transit Program Manger	Date

Introduction & Funding Distribution

Please refer to the table below to identify Applicant Organization's total available allocation of FY 2025 Section 5303 planning funds.

Considerations

- The amount depicted under "Total Allocation" represents only the Federal funding available to each MPO.
- The proposed project must also include non-federal matching funds of 20% of the total project cost.
- For FY 2025, GDOT has identified state matching funds of up to 10% of the total project cost. Your organization must provide the remaining 10% local match.

For FY 2025, GDOT has identified additional funding availability. Organizations with identified planning project needs beyond their allocation are encouraged to apply for additional funding. All such additional funding requests will be considered according to criteria in Appendix D.

Table 1: Urban Area Population and Section 5303 Allocation Statistics

FY 2025 SECTION 5303 FUNDING DISTRIBUTION

Based on 2020 Census URBANIZED AREA (UZA) POPULATION

MPO	Base Amount	Population 2020 Census*	Population Factor	Population Allocation	Total Allocation
Albany	$30,000	85,960	1.22%	$41,367	$71,367
Athens	$30,000	143,213	2.03%	$68,919	$98,919
Atlanta	$500,000	5,100,112	72.15%	$2,454,345	$2,954,345
Augusta	$40,000	322,081	4.56%	$154,996	$194,996
Brunswick	$25,000	68,750	0.97%	$33,085	$58,085
Cartersville	$25,000	52,351	0.74%	$25,193	$50,193
Chattanooga**	$4,798	78,160	1.11%	$37,613	$42,411
Columbus	$40,000	205,027	2.90%	$98,666	$138,666
Dalton	$30,000	67,830	0.96%	$32,642	$62,642
Gainesville	$30,000	164,365	2.33%	$79,098	$109,098
Hinesville	$30,000	53,107	0.75%	$25,557	$55,557
Macon	$30,000	140,111	1.98%	$67,426	$97,426
Rome	$30,000	60,403	0.85%	$29,068	$59,068
Savannah	$40,000	309,466	4.38%	$148,925	$188,925
Valdosta	$25,000	76,769	1.09%	$36,944	$61,944
Warner Robins	$30,000	141,132	2.00%	$67,917	$97,917
GDOT Discretionary	$70,000				$70,000
Totals	$1,009,798	7,068,837	100%	$3,401,761	$4,411,559

**Population figures match those used in GDOT's PL funding distribution.*

*** Chattanooga will not receive any STATE MATCH*

4,411,559	*Available for 5303 MPO Planning - FY 2023 (FTA Annual Apportionment)*
($1,009,798)	*Base Amount*
$3,401,761	Available 5303 Funds - Distributed via Formula Allocation

Submission Guidelines

Please use the following guidance in submitting completed Section 5303 grant applications to GDOT.

- Applications should be submitted with the transmittal letter on Applicant Organization letterhead. Authorizing resolutions must be notarized. Both documents should be submitted as scanned attachments with the rest of the application package submitted electronically.
- All other required application materials included in this application packet shall be completed, saved, and returned in digital form.
- Applicants are asked to not change the format of any of the required items in the grant application.

Please Note:

Incomplete and incorrect applications will be returned to the transit agency for corrections. Late submissions will be documented as such; information provided herein will be used as part of the application evaluation upon which, final budgets are based on and awarded by GDOT.

Part A: Contract Authorization Tracking System (CATS) Profile Form

SUBRECIPIENT ORGANIZATION INFORMATION

Organization Official Name (as it appears in W9 Tax form)	Physical Address	Mailing Address (if different)

Charging Indirect Costs:	☐ YES	☐ NO
Approved ICR Plan:	☐ YES	☐ NO
De minimis Cost Rate:	☐ YES	☐ NO

Agency EIN (Tax ID):			
SAM Identification:		SAM ID EXP. Date (mm/dd/yyyy):	
DUNS Number:			
eVerify Number:		eVerify Date (mm/dd/yyyy):	

SUBRECIPIENT CONTRACT PERSONNEL in ORDER of APPROVAL

(EXCLUDE THIRD PARTY OPERATORS)

Contract Reviewer (if applicable)	Name:	
	Title:	
	Phone:	
	Email:	
Attorney (if applicable)	Name:	
	Title:	
	Phone:	
	Email:	
Executor #1 (must have the organization's seal affixed or write the word seal next to signature when signing contract)	Name:	
	Title:	
	Phone:	
	Email:	
Executor #2 (if applicable) "must have the organization's seal affixed or write the word seal next to the signature when signing contract"	Name:	
	Title:	
	Phone:	
	Email:	
Attestor / Witness	Name:	
	Title:	
	Phone:	
	Email:	
Notary (must be separate from attestor and have a valid Notary Seal)	Name:	
	Title:	
	Phone:	
	Email:	

1. Does the Applicant Organization employ 100 or more employees?

   _____ Yes _____ No

2. In FY 2024, did the Applicant Organization receive $250,000 or more in FTA planning funds? If yes, an approved DBE program is required. Please attach a copy of your DBE plan or provide a hyperlink.

   _____ Yes _____ No

3. Do you intend to charge indirect costs to this project?

   _____ Yes _____ No

   If yes, please indicate whether your agency has a current indirect cost plan on file with GDOT or agrees to the de minimis rate of 10%.

   _____ Approved ICR on file with GDOT

   _____ De minimis CR (10% fixed)

   If the Applicant agrees to charge indirect cost, the Applicant must submit an approved federally recognized Indirect Cost Allocation Rate Plan (ICRP) negotiated between the cognizant agency and the Applicant or agree to the de minimis indirect cost rate of 10% as defined in §200.414 Indirect (F&A) costs, paragraph (f). Please submit the supporting documentation through BlackCat.

Hall County Government

BOARD OF COMMISSIONERS

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

CHAIRMAN
Richard P. Higgins

Kathy L. Cooper, District 1
Billy Powell, District 2
Gregg Poole, District 3
Jeff Stowe, District 4

COUNTY ADMINISTRATOR
Zachary T. Propes

ASSISTANT
COUNTY ADMINISTRATOR
Katie Crumley

ASSISTANT
COUNTY ADMINISTRATOR
Casey Ramsey

COUNTY CLERK
Jennifer Rivera

September 14, 2023

Patricia Smith, Ph.D.
Transit Program Manager
Division of Intermodal
Georgia Department of Transportation
600 W. Peachtree Street
Atlanta, GA 30308

Ms. Smith, Ph.D.:

The Gainesville-Hall Metropolitan Planning Organization is applying for FY 2025 financial assistant under Title 49 US Section 5303 Metropolitan Transportation Planning grant to aid in regional transportation planning in the amount of $136,372.50 as detailed in the table below.

	Federal Share	State Share	Local Share	Total
Regional Transportation Planning	$109,098.00	$13,637.25	$13,637.25	$136,372.50

Local funding, representing the 10% local matching share of the project, is being committed in the form of cash by Hall County Government.

The Gainesville-Hall Metropolitan Planning Organization certifies that all of the information in this funding application is correct and that the applicant has the technical, financial, and managerial capabilities to carry out the work described in this grant application. The following information in support of the request for funding is submitted for your consideration. If you have any question about this request for funding, please contact Joseph Boyd at (770) 297-5541 or jboyd@hallcounty.org.

Sincerely,

Richard Higgins
Chairman
Hall County Board of Commissioners

Part C: Authorizing Resolution

The following two pages include an authorizing resolution that must be enacted by the Chair of the Policy Committee of the Metropolitan Planning Organization (MPO), or the head of the governing body as appropriate. Please complete the fillable fields on the resolution, then print and sign the designated fields. The authorizing resolution must be properly witnessed and notarized, including the date the notary's commission expires. The resolution should also be stamped with the notary seal as well as the seal of the county commission, city, or appropriate applicant jurisdiction. The certificate of the attesting officer must also be completed. A scanned copy of the completed, signed, and notarized Authorizing Resolution should be submitted as an attachment with the full application package.

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE DEPARTMENT OF TRANSPORTATION, UNITED STATES OF AMERICA, AND GEORGIA DEPARTMENT OF TRANSPORTATION, FOR A GRANT UNDER TITLE 49 U.S.C., SECTION 5303.

WHEREAS, the Secretary of the US Department of Transportation and the Commissioner of the Georgia Department of Transportation are authorized to make grants for mass transportation projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon Applicant, including the provision of the local share of project costs; and

WHEREAS, it is required by the United States Department of Transportation and the Georgia Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964, that in connection with the filing of an application for assistance under the Federal Transit Act, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the Applicant that Minority Business Enterprise (Disadvantaged Business Enterprise and Women's Business Enterprise) be utilized to the fullest extent possible in connection with this project, and that definitive procedures shall be established and administered to ensure that minority business shall have the maximum feasible opportunity to compete for contracts and purchase orders when procuring construction contracts, supplies, equipment contracts, or consultant and other services.

NOW THEREFORE, BE IT RESOLVED BY _____ hereinafter referred to as the "Applicant",

1. That the Designated Official _____, hereinafter referred to as the "Official," is authorized to execute and file an application on behalf of _____ with the Georgia Department of Transportation, to aid in the financing of a technical study grant pursuant to Section 5303 of the Federal Transit Act to implement specific items of the FY _____ Unified Planning Work Program.

2. That the Official is authorized to execute and file such application and assurances, or any other document required by the U.S. Department of Transportation and the Georgia Department of Transportation effectuating the purpose of Title VI of the Civil Rights Act of 1964.

3. That the Official is authorized to execute and file all other standard assurances, or any other document required by the Georgia Department of Transportation or the U.S. Department of Transportation in connection with the application for public transportation assistance.

4. That the Official is authorized to execute grant contract agreements on behalf of the Applicant with the Georgia Department of Transportation.

5. That the Official is authorized to set forth and execute Minority Business Enterprise, DBE (Disadvantaged Business Enterprise) and WBE (Women Business Enterprise) policies and procedures in connection with the project's procurement needs as applicable.

6. That the applicant while making application to or receiving grants from the Federal Transit Administration will comply with FTA Circular 8100.1D, FTA Certifications and Assurances for Federal Assistance 2023 as listed in this grant application and General Operating Guidelines as illustrated in the Georgia State Management Plan.

7. That the applicant has or will have available in the General Fund the required non-federal funds to meet local share requirements for this grant application.

APPROVED AND ADOPTED this _____ day of _____, 2023.

_____
Signature of Authorized Official

_____
Name and Title of Authorized Official

Signed, sealed, and delivered this _____ day of _____, 2023 in the presence of

_____
Witness

_____
Notary Public/Notary Seal

CERTIFICATE

The undersigned duly qualified and acting _____ of

_____*(Title of Certifying/Attesting Official) (Applicant's Legal Name)* certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting held on

_____ _____, 2023.

(Place Seal Here)

_____
Signature of Certifying/Attesting Officer

_____
Name and Title of Certifying/Attesting Officer

Part D: Project Description, Budget, and Milestones

The proposed project activities should address: (1) analysis and mapping data and information related to the needs for public transit services or facilities in the MPO's area of responsibility; (2) description of goals, objectives, and strategies to grow and/or strengthen the delivery of public transit services or facilities in the MPO's area of responsibility; and/or (3) building upon prior work leading to the development of an integrated intermodal transportation system within the MPO area. All projects must conform to FTA guidelines.

The Applicant should include excerpts/pages from the MPO's adopted/proposed Unified Planning Work Program (UPWP) that includes this Section 5303 project, including description of the transit task(s) to be carried out as described in this grant application.

The Applicant should describe the work to be undertaken with the FY 2025 Section 5303 funds in the sections below. It is expected that all work described below will be completed within 12 months of the Notice to Proceed for the project.

D-1: Goals and Objectives

1. Describe the Applicant Organization's overall Section 5303 project goals and objectives.

D-2: Tasks and Activities

1. Describe major projects/tasks that will be completed for each Activity Line Item below. MPO's should attach pages from the UPWP for FY 2024 (Work Elements).

44.21.00 Program Support and Administration:

44.22.00 General Development and Comprehensive Planning:

44.23.01 Long-Range Transportation Planning (LRTP) – System Level:

44.24.00 Short-Range Transportation Planning:

44.25.00 Transportation Improvement Program:

44.27.00 Other Activities

D-3: Deliverables

In the table below, list and describe project deliverables to be produced by in-house personnel. If seeking additional FY 2025 funding, please denote any deliverables that would result from an additional funding award.

Table 2: Project Deliverables Produced by In-House Personnel

Work Deliverable	Start Date	Completion Date	Person Responsible for Submitting FTA Quarterly Report to GDOT

1. Describe the proposed in-house projects, provide justification, goals and objectives and tasks to be accomplished in the space provided below.

D-4: Contracting Opportunities and DBE

In the table below, list and describe anticipated contracting opportunities (i.e. consultants or other vendors), budgeted amounts, and expected dates for advertising the opportunities, and project milestones for all contracted services (i.e. consultant or other vendor activities). If seeking additional FY 2025 funding, please denote any deliverables that would result from an additional funding award.

Table 3: Project Deliverables to be Produced by Consultants or Other Contractors

Work Deliverable	Start Date	Completion Date	Person Responsible for Submitting FTA Quarterly Report to GDOT
Work Deliverable #1			
Estimated Budget Amount			
Draft RFP Submitted to GDOT for Approval			
Advertise Contract Opportunity			
Draft Contract Submitted to GDOT for Approval			
Notice to Proceed (NTP) Issued to Contractor			
Draft Deliverable Submitted to GDOT for Approval			
Final Deliverable Submitted to GDOT			
Work Deliverable #2			
Estimated Budget Amount			
Draft RFP Submitted to GDOT for Approval			
Advertise Contract Opportunity			
Draft Contract Submitted to GDOT for Approval			
Notice to Proceed (NTP) Issued to Contractor			
Draft Deliverable Submitted to GDOT for Approval			
Final Deliverable Submitted to GDOT			

DBE Goals and Objectives

1. What is your organization's goal for your Disadvantaged Business Enterprise (DBE) program?

2. What efforts will your organization undertake to provide open and competitive opportunities for DBE firms to become aware of and participate in the contracted activities you propose under this grant?

D-5: Planning Coordination

1. Describe how the proposed planning tasks/activities will be coordinated with other MPO planning efforts.

D-6: TAM Targets

1. Describe how the MPO has (or plans to) incorporated transit asset management (TAM) targets in the locally adopted transportation planning documents. Describe the coordination that took place with local transit providers to set regional targets. Please provide a link to the MPO page where those TAM targets are published.

D-7: TAM Performance Measures

1. How has the MPO documented the agreed upon provisions for cooperatively developing and sharing information related to the transit asset management performance measures? Please provide documentation (if available). Otherwise, please see the TAM agreement in Appendix B of this application, sign, and return.

D-8: PTASP Targets

1. Describe how the MPO has (or plans to) incorporated Public Transportation Agency Safety Plans (PTASP) targets in the service operations. Describe the coordination that took place with local transit providers to set regional targets. Please provide a link to the MPO page where those PTASP targets are published.

D-9: Project Federal Funding Request

It is expected that a large majority of requested Section 5303 funding be directed to the technical long-range and short-range transit planning activities undertaken by the MPO. FTA's Activity Line Item (ALI) codes should be carefully reviewed and selected before costs are distributed by categories. If Applicant Organization is proposing to use ALI codes other than those listed below, please call GDOT for assistance PRIOR to submitting this grant application. See Appendix B (page 24) for a full description of each ALI listed below. These descriptions are taken directly from the FTA program Circular 8100.1C.

Project Budget

1. Do you intend to charge indirect costs to this project? If yes, please submit a letter from their cognizant agency with the approved rate.

   _____ Yes _____ No

2. Complete the table below with requested project budget information and line-item funding sources.

Table 4: Project Budget

FTA Scope Number	FTA ALI Number	Budget Line-Item Description	Federal Funding Request Amount	State Funding Request Amount	Local Funding Amount	Total Funding Amount
442	44.21.00	Program Support and Administration				
442	44.22.00	General Development and Comprehensive Planning				
442	44.23.01	Long-Range Transportation Planning (LRTP) – System Level				
442	44.24.00	Short-Range Transportation Planning				
442	44.25.00	Transportation Improvement Program				
442	44.27.00	Other Activities				
Total Section 5303 Funds Requested						

Anticipated Travel Budget

If any of the proposed funds in the Project Budget table above are planned to be used for travel, please identify the specific event/activity, ALI number, and anticipated costs in the table below.

Table 5: Travel Budget

Event/Activity	FTA ALI Number	Anticipated Cost

D-10: Additional Funding

Only answer if seeking FY 2025 funding greater than amount allocated in Table 1.

1. If seeking additional Section 5303 funds for FY 2025, describe how the additional funds will be used. Descriptions should address how the proposed project will meet the FY 2025 additional funding priorities and scoring criteria listed in Appendix D (page 28). Specify additional project deliverables and/or contracting opportunities that would result if additional FY 2025 funding is awarded (these additional deliverables and contracting opportunities should also be listed in D-3 and D-4). Specify all ALI numbers from D-8.

Part E: Title VI Data Collection and Reporting

All applicants for FTA Section 5303 funding are required to maintain and provide GDOT with certain information pertaining to Title VI. Please answer the following Title VI questions below.

E-1: General Reporting Requirements

Check One:

_____ The agency has not received any Title VI complaints in the last three years.

_____ The agency has received Title VI complaints in the last three years.

If the agency has received Title VI complaints, use the following table to document those, list any active lawsuits or complaints naming the Applicant Organization which allege discrimination on the basis of race, color, or national origin with respect to service or other transit benefits. The list should include:

- The date the lawsuit or complaint was filed
- A summary of the allegation
- Any action taken thus far
- The status of the lawsuit or complaint

Table 6: List of Title VI Complaints or Lawsuits

Date (Month, Year)	**Summary** (Include basis of complaint, race, color, or national origin)	**Action Taken**	**Status**

1. Please provide a description of all pending applications for financial assistance and financial assistance currently provided by other federal agencies.

2. Please provide a summary of all civil rights compliance review activities conducted at the applicant's transit system in the last three years. The summary should include:

   - The purpose or reason for the review.
   - The name of the agency or the organization that performed the review.
   - A summary of the findings and recommendations of the review.
   - A summary report on the status and/or disposition of such findings and recommendations.

E-2: MPO Reporting Requirements

Assessment of Planning Efforts

1. Provide a written description of continuing planning efforts that are responsive to the requirements of Title VI to ensure that transit planning and programming are nondiscriminatory. The description should also discuss how activities or projects programmed in the UPWP and TIP will be implemented on a nondiscriminatory basis. FTA expects to address any Title VI concerns raised during compliance reviews conducted by either transit providers or by FTA or as a result of a Title VI service complaint issue involving programming, planning activities, or capital improvements.

Monitor Title VI Activities

Monitor the Title VI activities and/or programs of local transit systems. In particular, the MPO is requested to provide documentation describing efforts to:

1. Identify minority communities that will be affected by proposed service changes, such as route modifications, additions, deletions, or extensions under consideration by local transit providers.

2. Provide technical assistance or guidance to local transportation providers in updating and developing Title VI information.

3. Information Dissemination – provide a description of the methods used to inform minority communities of planning efforts (e.g., public notices, public hearings, other formal or informal public discussions, presentations, meetings, etc.) relating to transit service and improvements.

4. Minority Participation in the Decision-Making Process - provide a written statement describing how minority groups or persons are afforded an opportunity to participate in local decision-making processes. In particular, the statement should describe liaison activities with minority community groups and other efforts to obtain minority views on transportation issues.

5. Minority Representation on Decision-Making Bodies – provide a racial breakdown for transit related non-elected boards, advisory councils or committees, and a description of efforts made to encourage the participation of minorities on such boards or committees.

Part F: SAM Certification

GDOT subrecipients must verify they are current within the Federal government's System for Awards Management (SAM) before a contract can be extended. More information can be found on the SAM website: https://www.sam.gov/SAM/pages/public/index.jsf

Please attach a copy of the Applicant Organization's SAM certification when submitting the application package.

SAM.GOV

HALL COUNTY GEORGIA

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
USZBJ4CMC7B6	**48UT7**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jun 21, 2024**	
Physical Address	Mailing Address	
2859 Browns Bridge RD **Gainesville, Georgia 30504-5635** **United States**	**P.O. Drawer 1435** **Gainesville, Georgia 30503-1435** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Administration**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Georgia 09	**(blank) / (blank)**	**http://www.hallcounty.org**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jun 26, 2023	**Jun 22, 2023**	**Dec 22, 2005**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1818	**Jun 30**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Yes

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

No

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
U.S. Government Entity

Entity Type
US Local Government

Organization Factors
(blank)

Profit Structure
(blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government
County

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
48UT7

Electronic Funds Transfer

Account Type
Checking

Routing Number
*******0248**

Lock Box Number
(blank)

Financial Institution
WELLS FARGO BANK, NA

Account Number
*******81172570**

Automated Clearing House

Phone (U.S.)
7045900500

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

HALL COUNTY GOVERNMENT
Financial Services
PO Drawer 1435
Gainesville, Georgia 30503
United States

Taxpayer Information

EIN
*******0836**

Type of Tax
Applicable Federal Tax

Taxpayer Name
HALL COUNTY OF

Tax Year (Most Recent Tax Year)
2006

Name/Title of Individual Executing Consent
Financial Services Director

TIN Consent Date
Jun 22, 2023

Address
2875 Browns Bridge RD.
Gainesville, Georgia 30504

Signature
Wesley Geddings

Points of Contact

Accounts Receivable POC

Accounts Receivable, Accounts Receivable
accountsreceivable@hallcounty.org
7705358270

Electronic Business

Wesley Geddings, Financial Services Director
grants@hallcounty.org
7705358270

P.O. Drawer 1435
Gainesville, Georgia 30503
United States

Government Business

Wesley Geddings, Financial Services Director
grants@hallcounty.org
7705358270

P.O. Drawer 1435
Gainesville, Georgia 30503
United States

Diana Avalos, Staff Accountant
grants@hallcounty.org
7702972679

PO Drawer 1435
Gainesville, Georgia 30503
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**921190**	**Other General Government Support**
	561612	**Security Guards And Patrol Services**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$410,915,887.00

Number of Employees (in accordance with 13 CFR 121)
1844

Location

Annual Receipts (in accordance with 13 CFR 121)
(blank)

Number of Employees (in accordance with 13 CFR 121)
(blank)

Industry-Specific

Barrels Capacity
(blank)

Megawatt Hours
(blank)

Total Assets
(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

Appendix A: FTA Certifications and Assurances

As part of this grant application package, all applicants must attach a signed copy of the most recent available FTA Certifications and Assurances (FY 2023) included as the following two pages.

The full FTA FY 2023 Certifications and Assurances document is available at:

FY2023 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements (dot.gov)

- The FTA FY 2023 Certifications and Assurances sheet listing all of the relevant documents should be marked with a check mark (√) showing that ALL categories numbered 01 through 18 are being certified by your organization OR indicate which of the categories are applicable.
- Original signatures must be placed on the FTA Fiscal Year 2023 Certifications and Assurances page that includes the "Affirmation of Applicant" and "Affirmation of the Applicant's Attorney."

Federal Fiscal Year 2023 Certifications and Assurances for FTA Assistance Programs

Name of Applicant: _____

The Applicant agrees to comply with applicable provisions of Categories 01 – 21. _____

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

Category	Description	
1	Certifications and Assurances Required of Every Applicant	_____
2	Public Transportation Agency Safety Plans	_____
3	Tax Liability and Felony Convictions	_____
4	Lobbying	_____
5	Private Sector Protections	_____
6	Transit Asset Management Plan	_____
7	Rolling Stock Buy America Reviews and Bus Testing	_____
8	Urbanized Area Formula Grants Program	_____
9	Formula Grants for Rural Areas	_____
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____
12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	_____
13	State of Good Repair Grants	_____
14	Infrastructure Finance Programs	_____
15	Alcohol and Controlled Substances Testing	_____
16	Rail Safety Training and Oversight	_____
17	Demand Response Service	_____
18	Interest and Financing Costs	_____
19	Cybersecurity Certification for Rail Rolling Stock Operations	_____
20	Tribal Transit Programs	_____
21	Emergency Relief Program	_____

Federal Fiscal Year 2023 FTA Certifications and Assurances Signature Page

Required of all Applicants for federal assistance to be awarded by FTA in FY 2025.

AFFIRMATION OF APPLICANT

Name of Applicant:_____

Name and Relationship of the Authorized Representative:_____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in federal fiscal year 2025, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

FTA intends that the Certifications and Assurances the Applicant selects on the other side of this document should apply to each Award for which it now seeks, or may later seek, federal assistance to be awarded during federal fiscal year 2025.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature: _____ Date: _____

Name and Relationship of the Authorized Representative: _____

AFFIRMATION OF APPLICANT'S ATTORNEY

For: _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature: _____ Date: _____

Name of Attorney for Applicant: _____

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Appendix C: Performance-Based Transit Planning Agreement

Background

In accordance with enacted provisions of the Moving Ahead for Progress in the 21st Century (MAP-21) Act, and the Fixing America's Transportation System (FAST) Act, the final rule for statewide and metropolitan transportation planning was published on May 27, 2016. A provision of the rule, 23 CFR 450.314 (h), requires that MPO(s), State(s), and the providers of public transportation develop and jointly agree upon specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, and the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO.

To comply with these federal requirements, GDOT has developed a draft Transit Asset Management Agreement available for your use. The Agreement specifies the roles and responsibilities of GDOT and MPOs with regard to transit asset management data, targets, and plans. MPOs may develop alternative written agreements to meet the requirements of 23 CFR 450.314 (h), however, such agreements must be shared with GDOT and jointly agreed upon.

FAQs

1. **"Who should sign the Agreement?"**

   The Agreement can be signed by an MPO and transit provider staff members. Per GDOT's consultation with FTA, it is *not* required that an MPO board vote to approve the Agreement.

2. **"What if we need to update or amend an agreement?"**

   Agreement updates will be made on an as-needed basis rather than according to a set cycle. For example, modifications to individual agreements may be required due to changes in MPO boundaries, transit providers, or similar circumstances.

3. **"My MPO is already developing a different agreement, does this mean we have to use the Agreement provided instead?"**

   No. An MPO may develop and use an alternative agreement so long as it meets all federal requirements. GDOT developed the included Agreement for MPOs that have not developed their own. If your MPO wishes to use an alternative agreement, that alternative should be shared with GDOT staff to ensure it complies with all requirements of 23 CFR 450.314 (h).

_____ certifies that it has submitted a Performance-based Transit Planning Agreement to the Georgia Department of Transportation.

If your MPO has not developed its own agreement, please sign the included Agreement, gather signatures from all transit providers in your MPO, and return the Agreement as part of your grant application. If necessary, add additional lines for transit provider signatures. If you have suggested changes to the language in this draft agreement, please contact GDOT. If your MPO has developed an alternative agreement, please include it with your application, or sooner if available.

Please direct any questions or inquiries to GDOT Intermodal Transit Program Delivery Manager, Patricia Smith, Ph.D at Psmith@dot.ga.gov.

Performance-Based Transit Planning Agreement

On May 27, 2016, the final rule for statewide and metropolitan transportation planning was published, based on the 2012 Moving Ahead for Progress in the 21st Century (MAP-21) Act and the 2015 Fixing America's Transportation System (FAST) Act. As part of this final rule, 23 CFR 450.314 (h) requires the metropolitan planning organizations (MPO), State(s), and the providers of public transportation (referred to here as "providers") to jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, and the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO.

The Georgia Department of Transportation (GDOT), the MPO, and provider(s) hereby agree to share transit asset management data, targets, and plans as follows:

- Providers will share their Transit Asset Management (TAM) Plan, and TAM targets with the MPO and GDOT and report to the National Transit Database.
- Providers will coordinate with the MPO and GDOT during the development of their TAM Plan and targets.
- The MPO will set TAM targets for their planning area in coordination with providers in their planning area and share those targets with providers and GDOT.
- GDOT sponsors a Group TAM Plan for participating Tier 2 transit providers, collects inventory information from these providers, sets targets in coordination with the providers, and shares the TAM Plan with providers and MPOs statewide.
- MPOs will reflect TAM targets in their short range and long-range planning documents and share with GDOT and providers in their planning area.
- GDOT will provide a Statewide Transportation Improvement Program (STIP) Performance Report, reflecting TAM targets set by the GDOT Group Plan, and will share this report with MPOs and transit providers statewide.

_____
Signature

_____
Print Name and Title

_____
Organization Name

_____
Date

Name of Public Transportation Provider 1: _____

_____ _____

Provider Signature Print Name and Title

_____

Date

Name of Public Transportation Provider 2: _____

_____ _____

Provider Signature Print Name and Title

_____

Date

Name of Public Transportation Provider 3: _____

_____ _____

Provider Signature Print Name and Title

_____

Date

Name of Public Transportation Provider 4: _____

_____ _____

Provider Signature Print Name and Title

_____

Date

Appendix E: Equal Employment Opportunity Questionnaire

The FTA Master Agreement requires all applicants, recipients, subrecipients and contractors receiving funding to comply with applicable Federal civil rights laws and regulations and to follow applicable Federal guidance. FTA applicants, recipients, subrecipients, and contractors who meet both of the following threshold requirements must implement the EEO Program elements (FTA C 4704.1A Chapter 2.2).

This requirement applies to state-administered programs covered by Federal Transit Laws and FTA Master Agreement funding categories under 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities; 5311 – Rural formula grants for Rural Areas; 5339 – Bus and Bus facilities; 5307 – Urbanized Area formula grants; and 5303, 5304 and 5305 – Metropolitan and Statewide Planning funds.

All FTA applicants, recipients, subrecipients and contractors who do not meet the EEO Program threshold are not required to submit an EEOP. However, they are still required to comply with all Equal Employment Opportunity statutes and regulations.

A recipient is required to submit a full or abbreviated EEO Program based on the number of its transit-related employees and whether it reaches a monetary threshold. Transit related employees include temporary, full-time, or part-time employees.

- Employs 100 or more transit-related employees (requires a full EEO Program)
- Employs 50 or more transit-related employees; (requires an abbreviated EEO program)

And:

- Requests or receives capital or operating assistance in excess of $1 million in the previous Federal fiscal year or requests or receives planning assistance in excess of $250,000 in the previous Federal fiscal year.

Example: If '*ABC Transit*' is a direct subrecipient and has 22 employees, it does not meet the threshold. If '*ABC Transit*' subcontracts with a *Third-Party Operator,* each entity is considered separately. If '*ABC Transit*' with 22 employees, contracts with two agencies, one with 25 employees, and one with 52 employees (i.e. 22+25+52=99), then *ABC Transit* would not be required to have an EEO Program, but the contracted agency with 52 employees would be required to develop and submit to'*ABC Transit*' an abbreviated EEO Program.

EEO Program Components (Full EEO Program)

- Statement of Policy
- Dissemination
- Designation of Personnel Responsibility
- Utilization Analysis
- Goals and Timetables
- Assessment of Employment Practices
- Monitoring and Reporting

Abbreviated EEO Program Components

- Statement of Policy
- Dissemination Plan
- Designation of Personnel Responsibility
- Assessment of Employee Practices
- Monitoring and Reporting Plan

Please complete all fields annually and submit to GDOT Transit Department.

Legal Name of Applicant: _____

Organization Type: _____ MPO _____ Transit Agency _____ Third-Party Contractor

1. How many transit related employees do you have in your organization? _____

   (A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in planning bus routes would be counted, but a city planner involved in land use would not be counted)

2. How much did your organization receive in capital or operating assistance the previous federal fiscal year?

   $ _____

3. How much did your organization receive in planning assistance the previous federal fiscal year?

   $ _____

4. Has your agency submitted a full EEO Program/or abbreviated program to GDOT based on the thresholds noted?

   _____ Yes _____ No

5. If yes, what is the date of your last submission? _____

6. Do you contract out any of your transit services?

   _____ Yes _____ No.

   If yes,

   a. What is the name of the agency(ies)? _____

   b. How much did the agency receive in capital or operating assistance?

      $ _____

   c. How many transit employees does the agency have? _____

   d. Did the contracting agency submit an EEO Program to you?

      _____ Yes _____ No

      If yes, what is the date of their last EEO Program submission? _____

I certify that the foregoing is true and correct.

Signature: _____

Title: _____

Date: _____

Part U: TAMP Participant Accountable Executive Approval Form

GDOT GROUP TRANSIT ASSET MANAGEMENT (TAM) PLAN

FY 2023 TAM PERFORMANCE TARGETS

As the Accountable Executive for the below-named Participant in the Group Transit Asset Management (TAM) Plan sponsored by the Georgia Department of Transportation (GDOT), I hereby approve the enclosed FY 2023 TAM Performance Targets (dated 9/08/20) on behalf of the Participant transit provider organization.

Participant Organization Name: _____

Transit Provider Name (if different): _____

FTA Program Subgroup (check all that apply)

_____ 5311 Rural _____ 5307 Urban

Did the Accountable Executive change from the FY 2024 name AE?

_____ Yes _____ No

Name of Accountable Executive: _____

Signature of Accountable Executive: _____

Title: _____

Date: _____

Enclosure

AGENDA ITEM

Planning and Development

REPORT TO:	**Work Session (09/11/23)**
REPORT TO:	**Voting Meeting (09/14/23)**
ITEM NO:	484/2023
SUBJECT:	**6178 Lake Lanier Heights Road | Appeal a Planning Commission Decision for a Variance |** from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance |** Commission District 2 **| Nave Edelstein, applicant; Holly Neyman/Jane Range, appellant.**

Meetings:

Work Session Date: 09/11/23 **Voting Meeting Date:** 09/14/23

Executive Summary:

Presenter: RD

Recommendation:

Approval.

Conditions:

1. The property shall be developed in accordance with the site plan submitted as part of this request.
2. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

Purpose of Request: **History:**

6178 Lake Lanier Heights Road | Appeal a Planning Commission Decision for a Variance | from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 | **Proposed Use: residential addition and bring the existing residence into compliance** | Commission District 2 | **Nave Edelstein, applicant; Holly Neyman/Jane Range, appellant.**

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	Attorney	Administration
AD	RD	WLI	CR
Clerk			
JR			

Attachments:
Appeal Withdrawal Letter
Board Memo
Recommendation Report
Application to Appeal
Application
Updated Site Plan
Original Site Plan
Maps
Renderings
Deed
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Public Comments
Notice Sign Photos

HULSEY, OLIVER & MAHAR, LLP

EST. 1914

ATTORNEYS AT LAW

JULIUS M. HULSEY
R. DAVID SYFAN
THOMAS L. FITZGERALD
THOMAS D. CALKINS
ABBOTT S. HAYES, JR.
PAUL D. SMART
JASON A. DEAN
T. WESLEY ROBINSON
JASON E. VOYLES
JESSICA M. LUND
VANESSA E. SYKES
MONICA B. HATFIELD
AMANDA L. WARD
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E.D. KENYON
(1890-1981
SAMUEL L. OLIVER
(1942-2011)

OF COUNSEL

JANE A. RANGE

September 5, 2023

VIA HAND DELIVERY

Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
2875 Browns Bridge Road
Gainesville, GA 30504

Bill Linkous
County Attorney
2875 Browns Bridge Road
Gainesville, GA 30504

RE: Appeal of Holly Neyman of Two (2) Hardship Variances Granted to Nave Edelstein for 6178 Lake Lanier Heights Road

Dear Mr. Linkous and Ms. Greenway,

I filed appeals on behalf of Holly Neyman of the decisions of the Planning Commission to grant hardship variances to Mr. Edelstein on the above referenced property to the Hall County Board of Commissioners. The hearing has been scheduled for September 14, 2023.

Since the appeals were filed and the hearing was set, Ms. Neyman has suffered a significant health issue. She no longer wishes to continue with the appeal and will not be able or willing to attend the hearing to present her case. I respectfully request that you withdraw the appeals and that the Board of Commissioners remove the appeals from their calendar on September 14.

If this request requires a form to be completed, please let me know, I will be happy to complete forms and file them with either Planning or the Board of Commissioners, whichever is appropriate,

Very truly yours,

Jane A. Range

JAR:17006/286872

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

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

HALL COUNTY
GEORGIA

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 & Development

Date: August 21, 2023

Subject: (A) **6178 Lake Lanier Heights Road | Appeal a Planning Commission Decision for a variance |** from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract **| Proposed Use: residential addition and bring the existing residence into compliance | Nave Edelstein, applicant; Holly Neyman/Jane Range, appellant.**

(B) **6178 Lake Lanier Heights Road | Appeal a Planning Commission Decision for a variance |** from 17.240.010 to reduce the right side yard setback from 10 feet to 4 feet | on a 0.24± acre tract **| Proposed Use: residential addition and bring the existing residence into compliance | Nave Edelstein, applicant; Holly Neyman/Jane Range, appellant.**

The request before you is the **appeal of Holly Neyman/Jane Range** of the August 7th Hall County Planning Commission decision for two variances from 17.240.010: (A) reduce the left side yard setback from 10 feet to 3 feet and (B) reduce the right side yard setback from 10 feet to 4 feet to allow a residential addition and bring the existing residence into compliance. This item is located within Commission District 2.

At their August 7, 2023 meeting, the Hall County Planning Commission voted to recommend **approval of both variances** with two (2) conditions **(5-0)**.

There was **one (1) comment submitted** in advance of the Planning Commission meeting and **four (4) people spoke in opposition during the public hearing.**

Had the Planning Commission not been appealed, their decision would have been the final action. **Approving** the **appeal**, overturns the Planning Commission decision and **denies the variance requests**. **Denying** the **appeal** upholds the Planning Commission decision and **approves the variance requests.**

Planning Commission Approval Conditions are listed below:

(A)

1. The property shall be developed in accordance with the site plan submitted as part of this request.
2. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

(B)

1. The property shall be developed in accordance with the site plan submitted as part of this request.
2. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Nave Edelstein

Request ..... (A) Variance | left side yard setback from 10 feet to 3 feet
(B) Variance | right side yard setback from 10 feet to 4 feet

Proposed Use ..... Construct a residential addition and bring the existing residence into compliance

Size ..... 0.24± acres

Zoning ..... Vacation Cottage (V-C, 17.50)

Location ..... **6178 Lake Lanier Heights Road |** Tax Parcel 07353 001025

Commission District ..... Two

Planning Commission Date ..... August 7, 2023

Planning Commission Recommendation.....**(A) Approval, with conditions**
Vote: 5-0
(B) Approval, with conditions
Vote: 5-0

Planning Commission Conditions:

(A)

1. The property shall be developed in accordance with the site plan submitted as part of this request.
2. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

(B)

1. The property shall be developed in accordance with the site plan submitted as part of this request.

2. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

Public Forum 8-7-2023 PC Meeting:

Jane Range, 200 E.E. Butler Parkway, Gainesville, spoke in opposition. Concerns were emergency vehicle access.

John Evans, 6176 Lake Lanier Heights Road, Buford, spoke in opposition. Concerns were the proximity of the homes.

Public Forum 7-24-2023 PC Meeting:

Holly Neyman, 6200 Lake Lanier Heights Road, Buford, spoke in opposition. Concerns were the size of the lot and proximity to her property.

Jane Range, 200 E.E. Butler Parkway, Gainesville, spoke in opposition. Concerns were the design, setbacks, and not being a hardship.

John Evans, 6178 Lake Lanier Heights, Buford, spoke in opposition. Concerns were proximity of home and fire hazard.

Kevin Gearhart, 6745 Bass Circle, Buford, spoke in opposition. Concerns were short term rentals, development, and the size of the home.

Summary Analysis

The applicant is requesting a left side yard setback from 10 feet to 3 feet and a right side yard setback from 10 feet to 4 feet for the purpose of constructing a residential addition as well as bringing the existing residence into compliance with the setback requirements of the Vacation Cottage (V-C, 17.50) zoning district.

The existing residence sits 7.32 feet from the left side property line and 4.70 feet from the right side property line. The proposed addition is to the front of the home that will result in new stairs located 3.22 feet from the left property line. The addition will not be any closer than the existing home currently is located to the right property line. Tax records indicates that the existing residence was built in 1964; this date is prior to the adoption of the Official Code of Hall County which occurred in August of 1978.

Two (2) **variances** related to setback requirements will be required if the site plan, as presented, is approved because the structure does not meet the side yard setback requirements.

- Left side yard setback requirement of 10 feet as found in Table 17.240.010 for the Vacation Cottage (V-C, 17.50) district and right side yard setback requirement of 10 feet as found in Table 17.240.010 for the Vacation Cottage (V-C, 17.50) district.

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 is small in area and width, but the need for a variance has been created by the applicant's proposed additions to the home as opposed to the site conditions.**

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 the additions to the existing home would have to be modified to meet the 10 foot side yard setback and the existing home would remain encroaching into the side yard setbacks as it is currently located.**

3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; **The conditions requiring the variance are specific to this property.**

4. Such conditions are not the result of any actions of the property owner; **The applicants are not responsible for the existing encroachment that occurred when the home was constructed in 1963, but the proposed improvements are designed by the applicant.**

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 Vacation Cottage (V-C, 17.50) district, and staff does not find that there will be any substantial detriment to the public good, if the variances are approved.**

Development Support and Constraints –Departmental /agency comments

Hall County Environmental Health

In an email dated June 22, 2023, Emily McGahee stated "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."

Hall County Fire Marshal

In an email dated June 22, 2023 from John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, "The Hall County Fire Marshal's Office has no comments as proposed."

Hall County Public Works and Utilities
In a memorandum from Public Works and Utilities dated June 20, 2023, Director Bill Nash stated the following:

Engineering:
No comment.

Traffic:
No comment.

Utilities:
No comment.

Georgia Department of Transportation
In an email dated June 21, 2023, Parker Niebauer, D1TO Traffic Operations Supervisor, stated GDOT coordination would not be required for this request.

- **Excerpts from the minutes of the August 7, 2023 meeting**

Applicant's Presentation:

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

Nave Edelstein, 6178 Lake Lanier Heights Road, Buford, presented the request. The applicant stated that the home would be used as a vacation and weekend home by himself and his business partner.

Rebuttal

The applicant stated that they are willing to work with the neighbors regarding fire safety and install fire rated walls on both sides of the home.

Public Forum:

Jane Range, 200 E.E. Butler Parkway, Gainesville, spoke in opposition. Concerns were emergency vehicle access.

John Evans, 6176 Lake Lanier Heights Road, Buford, spoke in opposition. Concerns were the proximity of the homes.

Planning Commission Comments:

Mr. Hunt questioned if the stairs and patio were already existing. The applicant stated they are existing, they are just looking to replace and renovate since the wood is rotting. Mr. Sosebee requested the applicant speak on the short term rental option for the property. The applicant stated that they will not be utilizing it as

a short term rental, it will be used personally. Mr. Braswell questioned if there could be a condition to restrict the home from becoming a short term rental. Ms. Doveton stated that was an option. Mr. Sosebee stated the option shouldn't be taken away since anyone on that street has the option to become a short term rental.

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

Conditions:

1. The property shall be developed in accordance with the site plan submitted as part of this request.
2. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

5 (B)
***Motion:* A motion to remove from the table was made by Ms. Pilcher and seconded by Mr. Varner. Vote: 5-0**

Background Information:

The applicant is requesting a left side yard setback from 10 feet to 3 feet and a right side yard setback from 10 feet to 4 feet for the purpose of constructing a residential addition as well as bringing the existing residence into compliance with the setback requirements of the Vacation Cottage (V-C, 17.50) zoning district.

Applicant's Presentation:

See item 5 (A).

Public Forum:

See item 5 (A).

Planning Commission Comments:

See item 5 (A).

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

Conditions:

1. The property shall be developed in accordance with the site plan submitted as part of this request.

2. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

- **Excerpts from the minutes of the July 24, 2023 meeting**

Applicant's Presentation:

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

Public Forum:

Holly Neyman, 6200 Lake Lanier Heights Road, Buford, spoke in opposition. Concerns were the size of the lot and proximity to her property.

Jane Range, 200 E.E. Butler Parkway, Gainesville, spoke in opposition. Concerns were the design, setbacks, and not being a hardship.

John Evans, 6178 Lake Lanier Heights, Buford, spoke in opposition. Concerns were proximity of home and fire hazard.

Kevin Gearhart, 6745 Bass Circle, Buford, spoke in opposition. Concerns were short term rentals, development, and the size of the home.

Planning Commission Comments:

Mr. Braswell stated that the public forum was closed. Mr. Braswell stated that due to the applicant's absence and the amount of opposition, the applications should be tabled.

Motion: A motion to table to August 8, 2023 was made by Mr. Sosebee and seconded by Mr. Hunt. Vote: 5-0

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

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APPLICATION FOR APPEAL

Per §17.370.010, the public shall have the right to appeal a decision made by the Planning Commission before the Board of Commissioners.

In order to file an appeal, the appellant must submit a written notice of appeal within five working days of the Planning Commission decision to the Planning Department. The appellant must submit justification and reasons for the appeal along with a $200 appeal fee (cash or check).

Please fill out the following information:

Name: Holly Neyman - by Jane A Range, attorney

Address: 200 EE Butler Parkway

Phone Number: 770-532-6312

Email: jar@nomlaw.com

Name of original application for which appeal is requested: Nare Edelstein

Date of original application: 5-7-23

Justification and reason(s) for filing this appeal (attach additional sheets if necessary):

See attached form

Signature: Jane Range, attorney Date: 8-14-23

For staff use only:

Action _____ Date _____ Tax Parcel Number _____

Conditions: _____

Revised January 2020

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Please fill out the following information:

Name: Holly Neyman by Jane A Range, attorney

Address: 200 E. E. Butler Parkway

Phone Number: 770-532-6312

Email: JAR@Homlaw.com

Name of original application for which appeal is requested: Nave Edelstein

Date of original application: 5/7/23

Justification and reason(s) for filing this appeal (attach additional sheets if necessary):

See Attached form

Signature: Jane Range, atty. Date: 8-14-23

For staff use only:

Action _____ Date _____ Tax Parcel Number _____

Conditions: _____

Revised January 2020

Hall County Planning Commission
2875 Browns Bridge Road,
Gainesville, GA 30504

RE: NOTICE OF APPEAL RE Application of Nave Edelstein/ 6178 Lanier Heights Road to reduce Right side yard setback to 4 feet

Comes Now, Holly Neyman, acting by and through her counsel, and appeals the decision of the Hall County Planning Commission on the application of Nave Edelstein to vary setbacks from the required ten foot setback to a four foot setback with respect to the new construction decided on August 7th, 2023.

Appellant avers that combining the request to vary setbacks on the existing home with a proposed addition to the existing home was wrongful, in that the existing home presented an entirely different factual setting than the proposed addition. The existing home was built somewhere around 1964 and predated zoning ordinances in Hall County. In that sense, the existing home does meet all or substantially all of the considerations for a hardship variance. The applicant had no control over the setbacks. However, the Applicant with consent of planning staff also combined the new addition, to be built under existing zoning standards, which require only a ten foot setback, with the old, when none of the hardship conditions exist for the new addition.

The Appellee stated that the new addition should be covered to meet the feel and appearance of the exiting home, which is not a statement of hardship, but of preference. And despite the apparent desire to match the existing footprint, the building design submitted with the application in fact features a varied width that does narrow. Accordingly, no factual basis for a hardship exists for the new construction. Since two different requests were included in the one appeal, the application of the standard to both requests as laid out in the staff report and reflected in the decision of the Board of Appeals was not factually or logically accurate. No hardship exists.

Consideration of factors in the Hall County Zoning Code, Section 17.380.060.C:

1.Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent property and nearby property.

The zoning proposal as to the existing structure is a suitable use developed under old rules, as are many of the other homes. But since 1964, zoning restrictions and uses have been imposed. The new addition is a proposed two-story addition that will contain somewhere between 2000 and 3000 square feet based on the application plans and comments by the owner. Such a structure is not compatible with the older homes in the V-C district, and presents a much larger footprint and mass which affects, light, air and visibility of neighbors, as well as making the passage of emergency vehicles around the home more difficult. Protection of all properties for the advantages of light, air, emergency services should fall more of less equally on all neighbors. The new addition is not an existing hardship that must be cured, but a new hardship that will be imposed all the duties of providing adequate setbacks for light, air, visibility and safety on the neighboring properties. This encroaches on the neighbors to meet all the public benefits of the zoning codes building standards to protect neighboring properties.

2. Whether the zoning proposal will adversely affect the existing use of usability of adjacent or nearby property.

The zoning proposal as to the existing structure is a suitable use developed under old rules, as are many of the other homes. But since 1964, zoning restrictions and uses have been imposed. The new addition is a proposed two-story addition that will contain somewhere between 2000 and 3000 square feet based on the application plans and comments by the owner. Such a structure is not compatible with the older homes in the V-C district, and presents a much larger footprint and mass which affects, light, air and visibility of neighbors, as well as making the passage of emergency vehicles around the home more difficult. Protection of all properties for the advantages of light, air, emergency services should fall more of less equally on all neighbors. The new addition is not an existing hardship that must be cured, but a new hardship that will be imposed all the duties of providing adequate setbacks for light, air, visibility and safety on the neighboring properties. This encroaches on the neighbors to meet all the public benefits of the zoning codes building standards to protect neighboring properties.

2. Whether the zoning proposal will adversely affect the existing use of usability of adjacent or nearby property.

Ms. Neyman's property interest is as an heir to her sister's lot that is directly adjacent to the subject property. The estate is still open and title has not yet passed out of the estate. However, in future, the Neyman lot will be improved and will be subject to the rules for setbacks, etc., in the code, and such new construction will provide setbacks that benefit the neighboring property of the applicant by providing the necessary land to afford access to the rear of the property, as well as light, air, and visibility that improves the habitability of the applicant's property. Such a large structure on top of the lot line will also increase the water runoff without special attention as there will be virtually no side lot to absorb gutter runoff before entering the adjacent property. All costs are imposed on Ms. Neyman with no compensating benefits. Overall, the crowding of the property line will reduce the value of the lot. The new construction will double to triple the existing footage as well as height of the residence, increasing the negative aesthetic effects on the property. Ms. Neyman's residence is one lot down and adjacent to her sister's lot. The change in the neighborhood favoring extension of older homes and existing encroachments on other lots will negatively impact her home's value.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The existing structure, while small, still provide a a cottage suitable to the V-C zoning category and carries the value which is greatly appreciated by lake lot demand. An improved structure that adds the second story on the existing home and which adds the additions that meet setback still have a reasonable economic use in the neighborhood. The applicant's claimed use is a weekend vacation home for family and that use is easily met if the setbacks are adhered to on the new section of the house.

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 setback is too narrow to allow any fire or emergency service vehicles to reach the home or the dock on the lake without encroaching onto the neighboring property. Again, the Neyman property is being subjected to the cost of development and providing service to the lot without any benefit.

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 plan is residential in use, but not in terms of the building requirements of the district. Hall County does not allow such narrow setbacks on new construction anywhere else on free standing single family homes under current rules.

6. The extent to which property values are diminished by the existing zoning restrictions.

There was no evidence presented that the property value would be diminished in the new construction complies with the Code.

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.

The setbacks being applied to the new construction do not destroy the subject property's value under the existing zoning. Preserving setbacks that allow for light, air and visibility protect the property value. Accessibility of emergency services protects the property value as well as the neighbor's value.

8. The relative gain to the public as compared to the hardship imposed upon the individual owner.

As to the new construction, no hardship is imposed. The public is protected and specifically the adjacent neighbors are protected because adequate health and safety considerations are protected.

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.

No evidence was produced that the home was vacant. To the extent that applicant wishes to renovate and may not use the home fully during renovation (though a boat could be kept and used while renovating), is a personal choice not a market issue that makes the home unusable.

10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for the either approval or disapproval of the zoning proposal.

The V-C category was created with smaller lots and smaller minimum home sizes. Those lot sizes cannot be changed. The lake market has changed since V-C was first instituted, but there is still a demand for weekend only homes. What hasn't changed is that Hall County regulations favor set backs for the protection of neighboring properties. Reducing setbacks by 60 % (10 feet to 4 feet) without a true hardship for the new construction, damages neighbors and the public's interest in safety.

11. Whether the change would create an Isolated district unrelated to the surrounding districts, such as spot zoning.

The hardship variance is not a re-zoning so the standard is inapplicable.

12. Whether the present zoning district boundaries are illogically drawn in relat to existing conditions in the area.

This is not a re-zoning so district boundaries are not affected.

13. Whether the change requested is out of scale with the need of the County as a whole or the immediate neighborhood.

The change violated the County's policy on setbacks for public protection and clearly affects the local neighborhood as well.

14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned.

This is not a rezoning so the standard is inapplicable.

15. Whether the need for rezoning could be handled instead by a variance request to the zoning board of adjustment.

This is not a rezoning so the standard is inapplicable.

16. Whether there would be a an ecological or pollution impact resulting from major modifications to the land if the request is granted.

As noted above, water runoff issues not adequately addressed by the owner could cause erosion or flooding of adjacent property.

17. Whether there is reasonable evidence based upon existing and anticipated land sue that would indicate a mistake was made in the original zoning of the property.

This is not a rezoning, so no mistake is evident, the same use will continue legally, only the setback is in question.

The hardship as to the new addition was not demonstrated by the applicant. It is a matter of preference over hardship. To the extent the original homeplace pre-existed zoning, it is grandfathered, and not even a hardship hearing is necessary to the continued use. The setbacks are not a zoning issue that disallows a house addition. The setback requirements should apply to the new addition as they would to any other construction on the property that is added after the original part of the home. No new garage or shed could be placed closer to the property line. But somewhere between 1100 and 1900 square feet of new construction is being grandfathered as well by this application with no showing of hardship, just a concern for how the house would look if the façade was not a straight line. Few homes built today are straight line, perfectly rectangular. And as shown by the submitted site plan, this home changes the width by the owner's design.

Respectfully submitted this 14th day of August, 2023

Hulsey, Oliver & Mahar, LLP

BY: _____

Jane A. Range,
GA. State Bar #594413
200 E. E. Butler Parkway
Gainesville, GA 30501

285559

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VARIANCE APPLICATION

Applicant (Name and Mailing Address)

Nave Edelstein
6755 Peachtree Industrial blvd
Doraville GA 30360
Phone (770)263-9020
Email Address c2expediting@yahoo.com

Property Owner (Name and Mailing Address)

Xcellence Realty Group
6755 Peachtree Industrial blvd
Doraville GA 30360
Phone (770)263-9020
Email Address nave@trlconstructiondesign.com

Location of Property 6178 Lake Lanier Heights Rd

Present Zoning V-C Existing Structures Single Family Home

Type of Appeal:

x Setback Variance	___ Front Yard	From ___ ft. to ___ ft.
	x Right Side Yard	From 10 ft. to 4.7 ft.
	x Left Side Yard	From 10 ft. to 7.32 ft.
___ Road Frontage Variance	___ Rear Yard	From ___ ft. to ___ ft.
	___ Road Frontage	From ___ ft. to ___ ft.
___ Sign Variance	___ Sign Area	From ___ ft. to ___ ft.
	___ Sign Height	From ___ ft. to ___ ft.
___ Hardship Mobile Home	___ Doctor's Letter	___ Terms Agreement

---

Supporting Documents: x Plat of Property
x Deed of Property
x Hardship Statement
x Site Plan
x Floor Plans
___ Other

Fee (Must be paid for application to be complete): $ _____

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 X _____ Date 4/18/2023

I hereby withdraw this application.

Sign _____ Date _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

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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:** 4/18/2023

Applicant's/Owner's Name (Printed): X Nave Edelsteins
Partner in: Xcellence Realty Group

PLANNING AND DEVELOPMENT DEPARTMENT
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STATEMENT OF HARDSHIP

The Hall County Planning Commission has the authority, in specific cases, to grant variances from the terms of the Zoning Regulations when the variance will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the Zoning Regulations will, in specific cases, result in unnecessary hardship and so that the resolution shall be observed, public safety and welfare secured, and substantial justice done. The authority to grant such variances shall be limited to those instances where a hardship is clearly established as required by the Zoning Regulations.

In all cases involving requests for residential variances from the terms of the Zoning Regulations, a plat or survey of the property prepared by a registered surveyor, architect, or engineer shall be required. In all cases involving variances for commercial or industrial uses of land, a site plan of the property prepared by a registered surveyor, architect, or engineer shall be required. Variances may be granted only upon a finding by the board that:

Describe how each situation listed below relates to your application:

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship).

The existing single family home as it currently is built encroaches into both side setbacks. In order to keep the look and feel of the existing home we would need to continue the same encroachment into the side setbacks.

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

With the home already in the setback the home would cantilever in and then the addition would be built, however this would not change the fact that the existing home is in the setback. By granting this variance, it would bring the property into compliance. This would make any future need for variances for the existing home mute.

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.

Based on the area that this home is built in, several homes within the neighborhood encroach into the side setback. It would seem that the homes in the property were built prior to the zoning setbacks being implemented. This variance would allow for the existing home to remain on the property as it is currently built.

4. Such conditions are not the result of any actions of the property owner.

The existing home was built in the 1960s therefore the current property owner inherited the issue with the setback encroachments. This is making the front addition to the home difficult to accomplish so that the home would be a bit more habitable with more than the 975 sf it currently boasts.

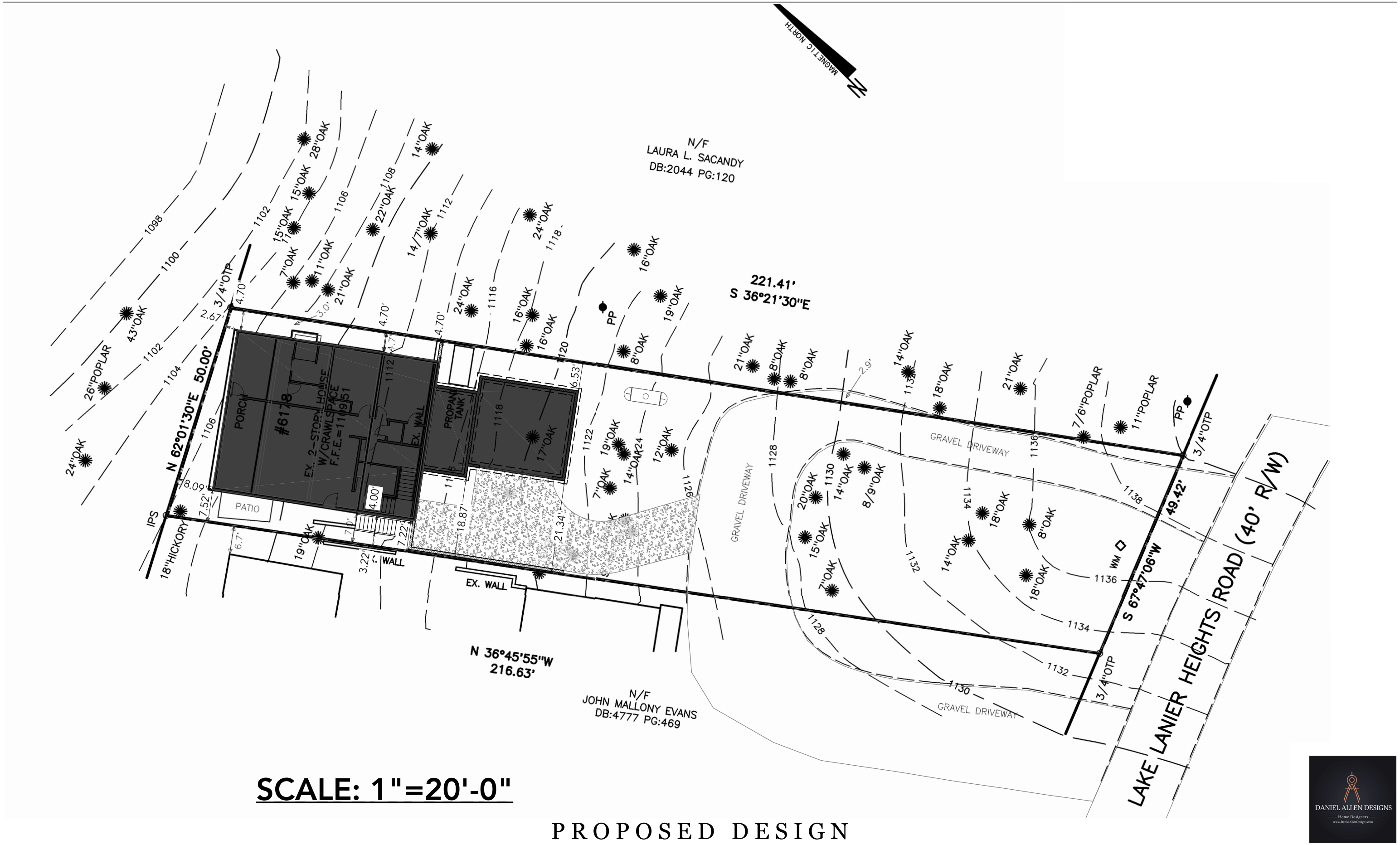
5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this resolution provided; however, that no variance may be granted for a use of land or building or structure that is prohibited by this resolution. For example, granting the variance would not confer any special privilege that is denied by this regulation to other property in the same zoning district.

The relief would allow for the existing homes encroachment to be brought into zoning compliance, and it would allow for additional square footage. The current home is very cozy and only 975 sf, and the addition would make it more adaptable to a family living on the site.

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

Applicant Nave Edelstein **Date** 4/18/23

6178 LAKE LANIER HEIGHTS DR RESIDENCE



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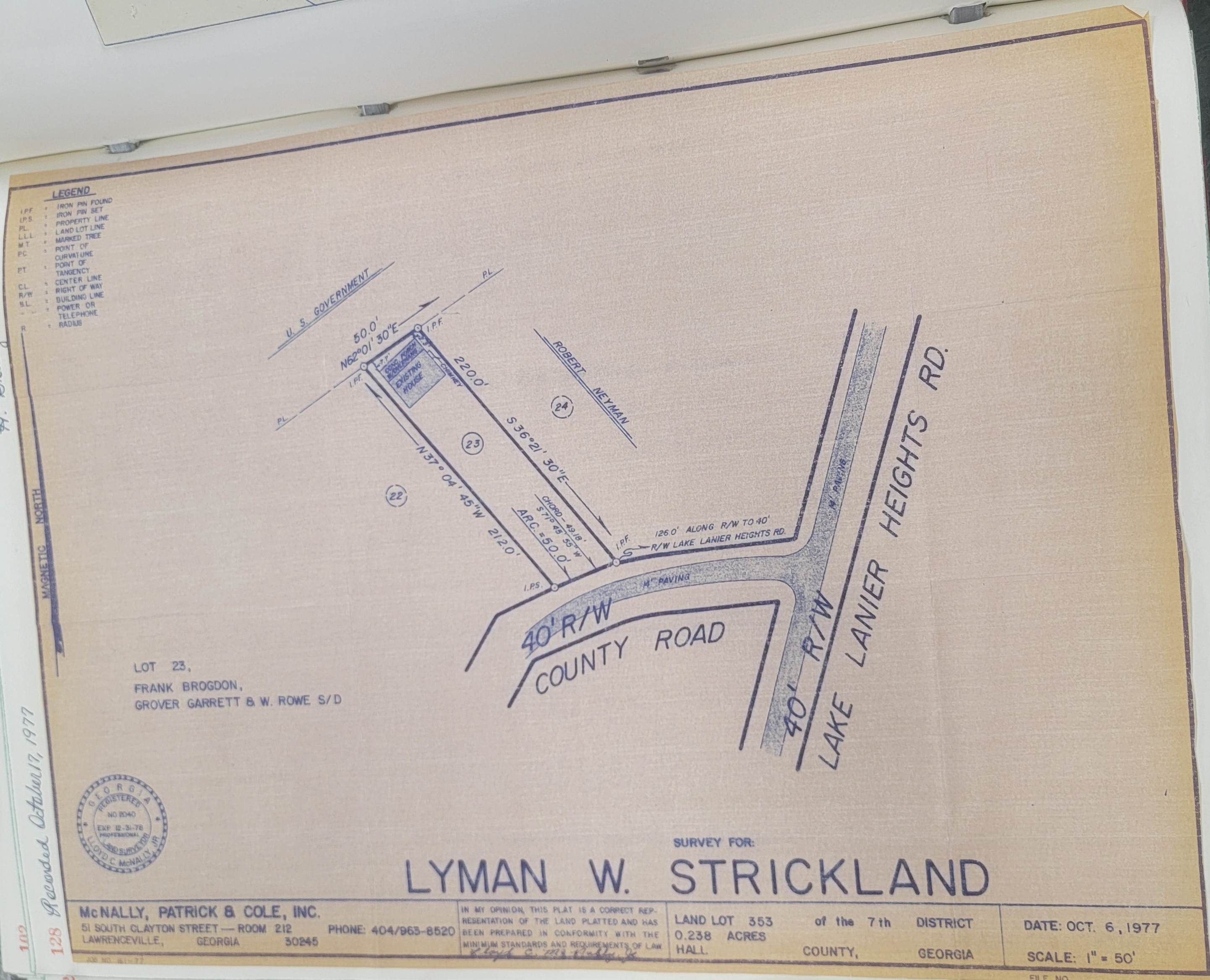
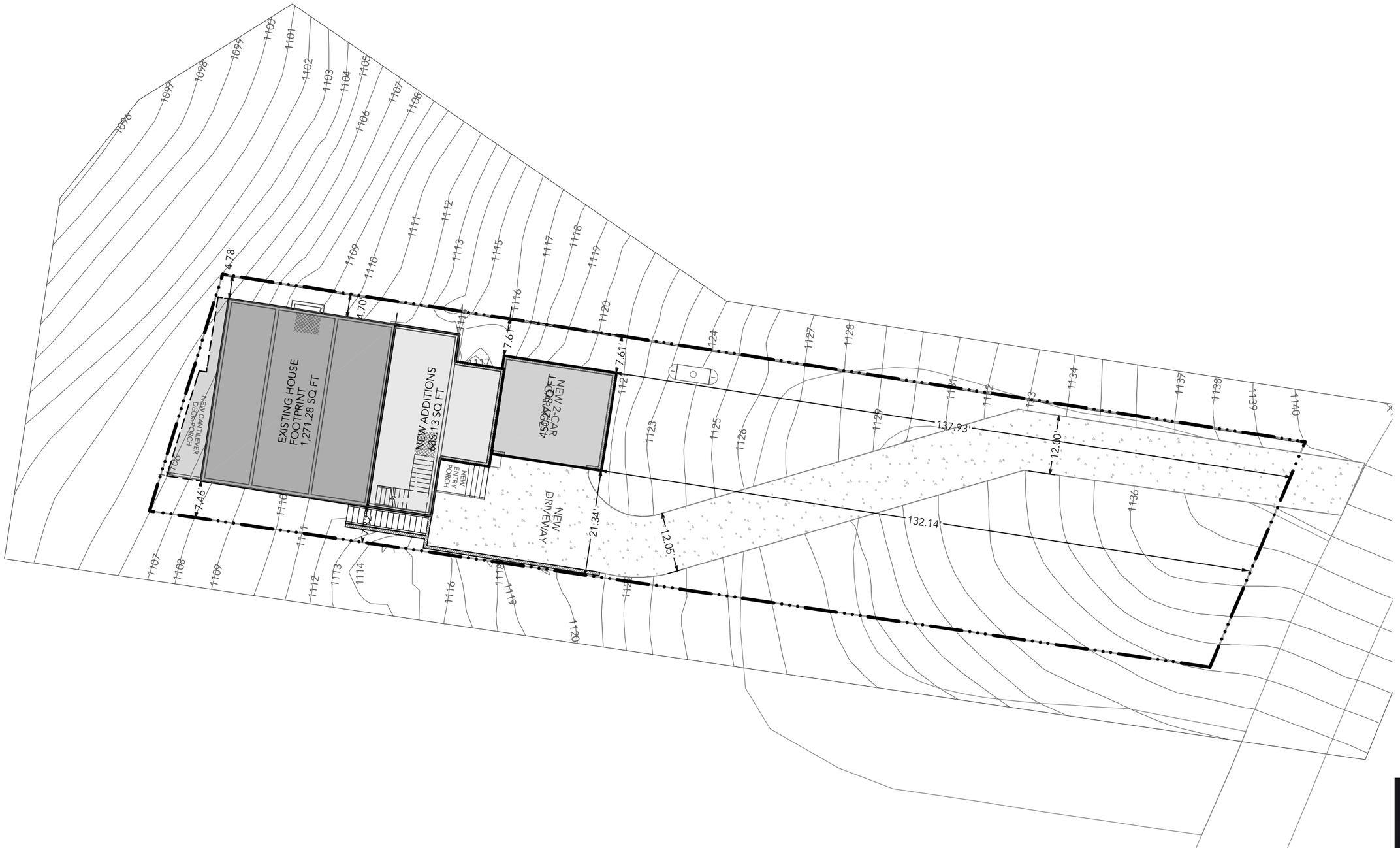

LEGEND
I.P.F. = IRON PIN FOUND
I.P.S. = IRON PIN SET
P.L. = PROPERTY LINE
L.L.L. = LAND LOT LINE
M.T. = MARKED TREE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
C.L. = CENTER LINE
R/W = RIGHT OF WAY
B.L. = BUILDING LINE
= POWER OR TELEPHONE
R = RADIUS
MAGNETIC NORTH
U. S. GOVERNMENT
P.L.
50.0'
N62°01' 30"E
I.P.F.
EXISTING HOUSE
CHIMNEY
220.0'
ROBERT NEYMAN
24
23
22
S36°21' 30"E
N37° 04' 45"W 212.0'
CHORD - 49.18'
S71° 45' 55"W
ARC. = 50.0'
I.P.F.
126.0' ALONG R/W TO 40'
R/W LAKE LANIER HEIGHTS RD.
I.P.S.
14' PAVING
40' R/W
COUNTY ROAD
40' R/W
LAKE LANIER HEIGHTS RD.
LOT 23,
FRANK BROGDON,
GROVER GARRETT & W. ROWE S/D
GEORGIA REGISTERED NO 2040 EXP 12-31-78 PROFESSIONAL LAND SURVEYOR LLOYD C. McNALLY, JR.
SURVEY FOR:
LYMAN W. STRICKLAND
McNALLY, PATRICK & COLE, INC.
51 SOUTH CLAYTON STREET — ROOM 212
LAWRENCEVILLE, GEORGIA 30245
PHONE: 404/963-8520
IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW
LAND LOT 353 of the 7th DISTRICT
0.238 ACRES
HALL COUNTY, GEORGIA
DATE: OCT. 6, 1977
SCALE: 1" = 50'
FILE NO.
H. Grady Watson, Clerk
Recorded October 17, 1977
128
102

6178 LAKE LANIER HEIGHTS DR RESIDENCE



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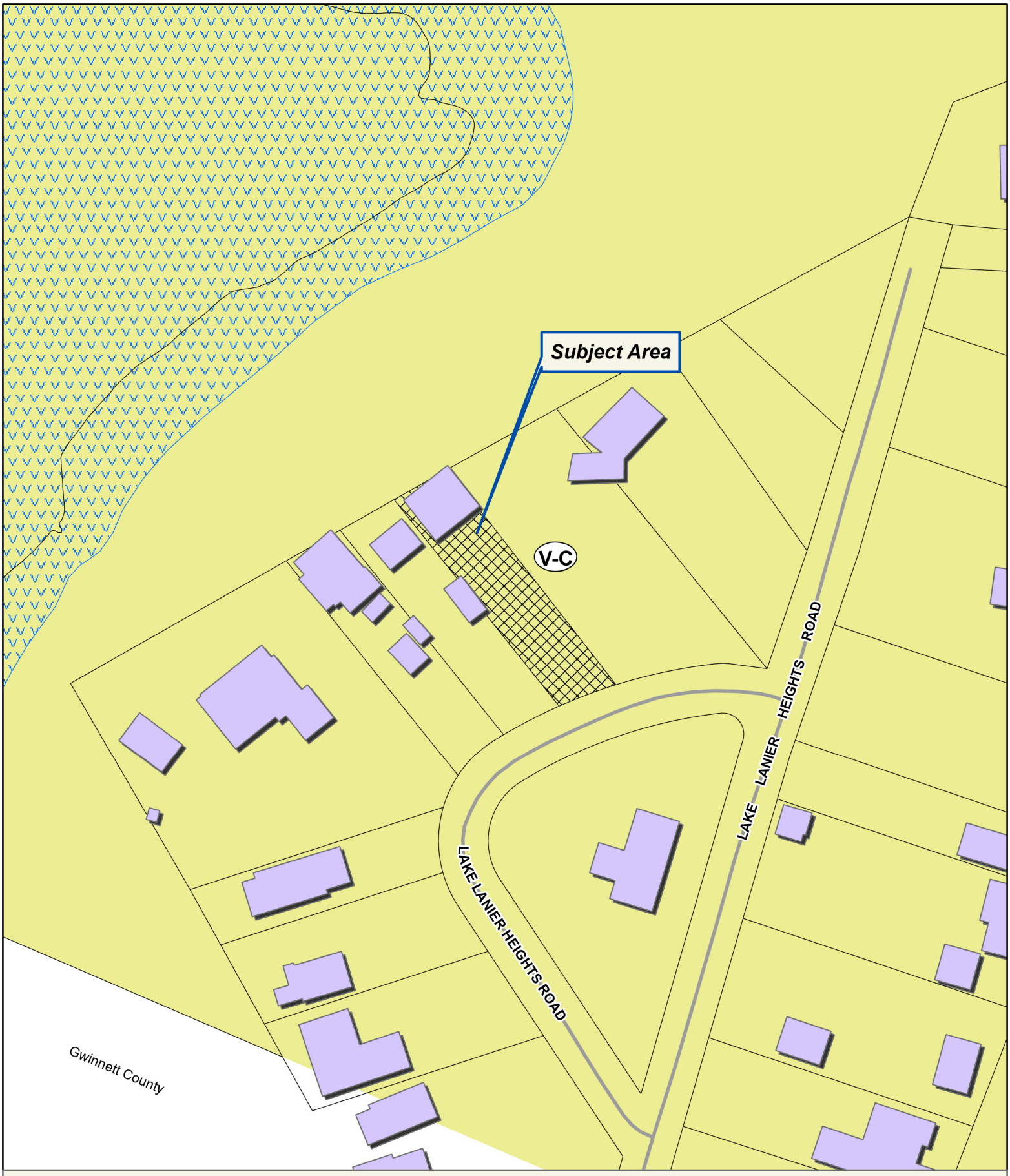
Email: Dan@DanielAllenDesigns.com

Applicant: NAVE EDELSTEIN
Tax Parcel #: 07353 001025
Location: 6178 LAKE LANIER HEIGHTS ROAD, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 07/24/23**

0 250 500 1,000
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: NAVE EDELSTEIN
Tax Parcel #: 07353 001025
Location: 6178 LAKE LANIER HEIGHTS ROAD, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 07/24/23**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

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0 25 50 100
Feet

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Subject Area

N

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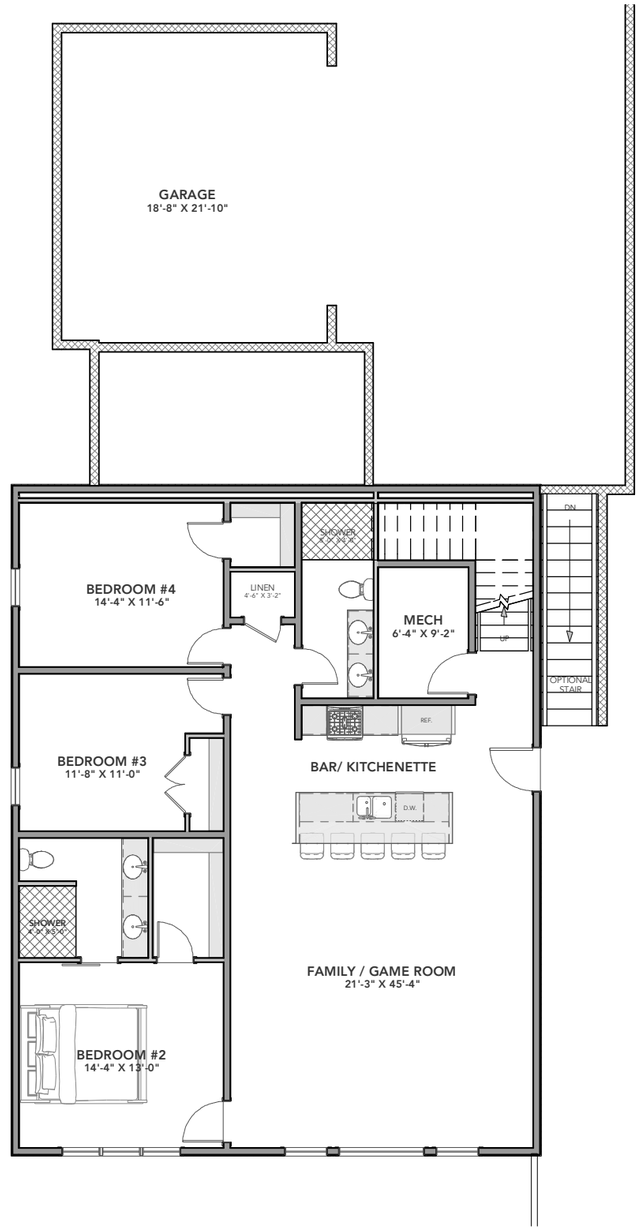
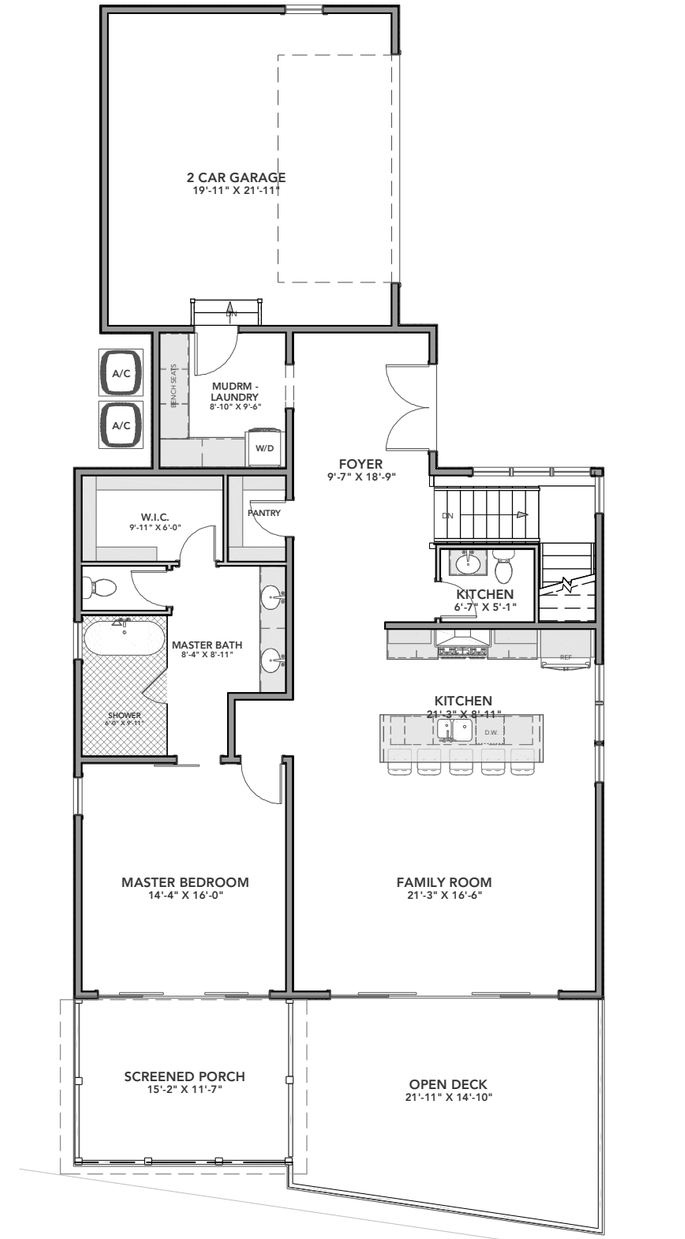


GARDEN LEVEL FLOOR PLAN

SCALE 3/32" = 1'-0"



MAIN LEVEL FLOOR PLAN

SCALE 3/32" = 1'-0"

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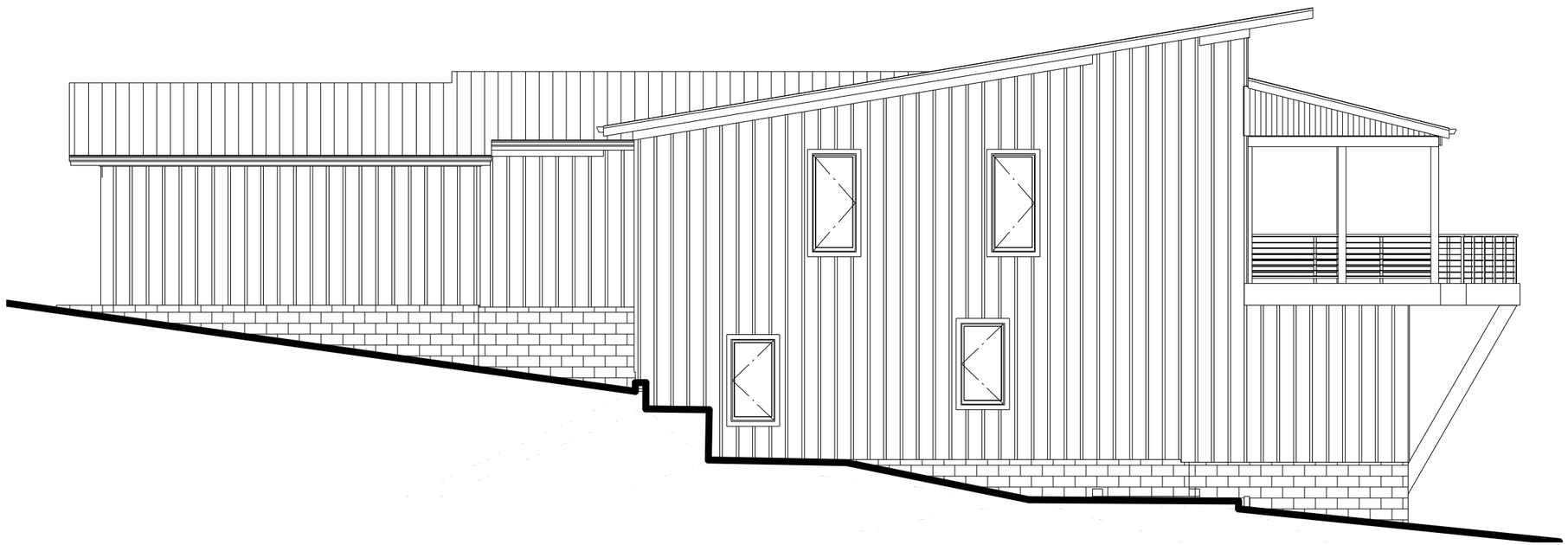

RIGHT SIDE ELEVATION

LAKE VIEW ELEVATION

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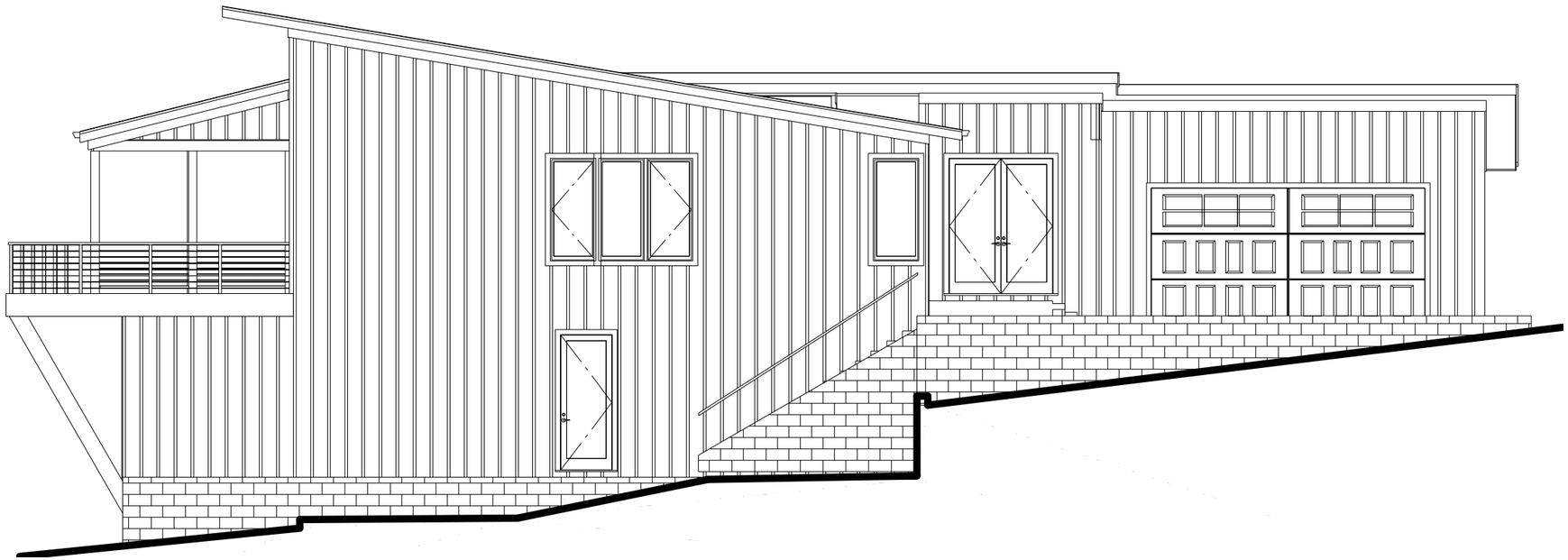
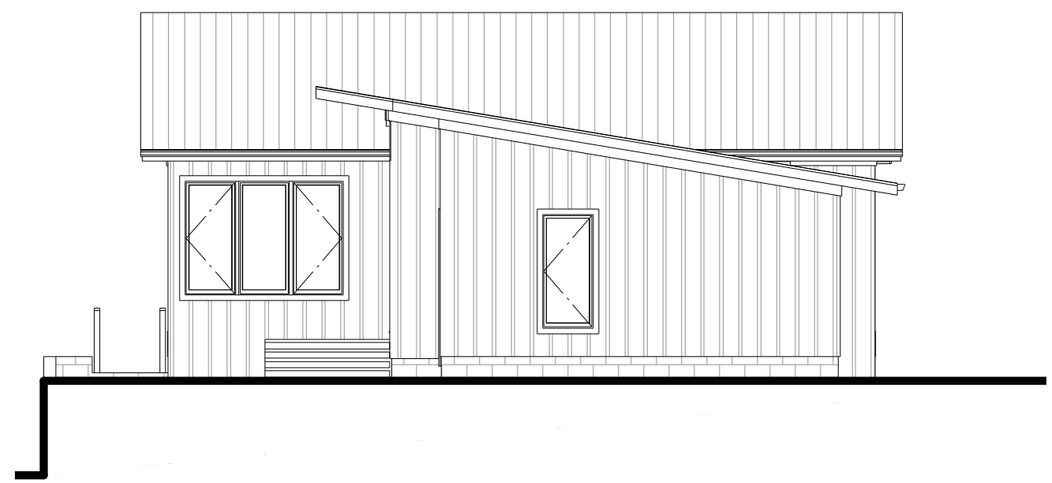


LEFT SIDE ELEVATION



ENTRANCE ELEVATION

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FEBRUARY 23, 2023

DANIEL ALLEN DESIGNS, INC
www.DanielAllenDesigns.com
Email: Dan@DanielAllenDesigns.com

Prepared By:
Arthur Andrew Jenkins, Esq.
After recording, return to:
Jenkins Title, LLC
416 Pirkle Ferry Road, L-100
Cumming, GA 30040

Property:
6178 Lake Lanier Heights Road
Buford, GA
Tax Parcel: 07-00353-01-025

Limited Warranty Deed

This Limited Warranty Deed is made as of January 31, 2023 between

Peachtree Dunwoody Properties, LLC, a Georgia Limited Liability Company
(hereinafter referred to as "Grantor")

and

Xcellence Realty Group LLC, a Georgia Limited Liability Company
(hereinafter referred to as "Grantee")

("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH, that

GRANTOR, in consideration of the sum of FOUR HUNDRED EIGHTEEN THOUSAND AND 00/100 ($418,000.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land (the "Property") which is more particularly described on Exhibit A attached hereto together with (1) all buildings, fixtures and improvements thereon, (2) all rights appurtenant thereto and (3) all of Grantor's rights in and to any strips or gores between the Property and adjoining lands and street rights of ways.

TO HAVE AND TO HOLD the Property, 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 Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise. Without altering the limited warranty set out above, this deed is expressly made subject to any all matters appearing of record as well as any matters a complete and accurate survey would disclose, and including but not limited to the matters set forth in Exhibit B attached hereto.

[Execution on Following Page]

EXECUTED under seal as of the date above written.

Signed, Sealed and Delivered in the presence of the following two witnesses.

X_____
Unofficial Witness

X_____
Notary Public
My Commission Expires:
[Affix Notary Seal]

MIN CALVERT
NOTARY
EXPIRES
GEORGIA
06-14-2024
PUBLIC
GWINNETT COUNTY

Peachtree Dunwoody Properties, LLC, a Georgia Limited Liability Company

By: _____
Arthur Andrew Jenkins, Authorized Signer

Property:
6178 Lake Lanier Heights Road
Buford, GA
07-00353-01-025

Exhibit A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 353 of the 7th District of Hall County, Georgia and being more particularly described as follows: BEGINNING at a point on the northerly right-of-way (40 feet right-of-way) of a county maintained unnamed road 126 feet from the intersection of the northerly side of said unnamed county road with the northwesterly side of Lake Lanier Heights Road as measured along the northerly side of said unnamed county road, running thence southwesterly along the northwesterly side of said unnamed county road 50 feet to an iron pin, running thence north 37 degrees 04 minutes 45 seconds west 212 feet to an iron pin; running thence north 62 degrees 01 minutes 30 seconds east 50 feet to an iron pin; running thence south 36 degrees 21 minutes 30 seconds east 220 feet to an iron pin on the northerly side of the aforesaid unnamed county road at the point of beginning, all as per plat for Lyman W. Strickland by McNally, Patrick & Cole, Inc., dated October 6, 1977.

Current Street Address:	6178 Lake Lanier Heights Road, Buford, GA 30518
Current Tax Parcel No.:	07-00353-01-025

6178 Lake Lanier Heights
Road
Buford, GA
07-00353-01-025

Exhibit B

Property Specific Exceptions to aid in title search

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.

2. Matters shown on Plat recorded in Plat Book F, Page 296, Hall County, Georgia records.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, June 22, 2023 12:37 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda 7.24.23

Please find Environmental Health comments below:

Item 1, 5351 Lanier Islands Pkwy, Bell: A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items such as a soil evaluation and septic system installation may be required after review of business plan. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan. ON-SITE SEWAGE MANAGEMENT SYSTEMS RULES 511-3-1-.03 General Requirements for On-Site Sewage Management Systems. (1) If public or community sewage treatment systems are not available, the owner of a building, residence, or property that is designed or intended for human occupancy or congregation shall provide an approved on-site sewage management system sufficient for the number of persons normally expected to use or frequent the building, residence or other property for two hours or more. (2) No person may begin the physical development of a lot or structure where an on-site sewage management system will be utilized, nor install an on-site sewage management system or component thereof, without having first obtained from the County Health Department a construction permit for the installation of an onsite sewage management system. And (1)(a) Connection shall be made to a public or community sewage treatment system if such system is available within two hundred feet (200') of the property line, or available in a public right-of-way abutting the property.

Item 2, 8511/8515 Belton Bridge Road, Cole: This plat is currently under review by the Hall County Plat Review Team and Environmental Health can approve the subdivision plat.

Items 3A/3B, 3463 Leisure Lane, Justus: No comment.

Items 4A/4B, 6178 Lake Lanier Heights Road, Edelstein: 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.

Item 5, 5961 Pocahontas Drive, Zax: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Items 6A/6B, 3555 North Bogan Road, Moore: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: soil evaluation, and septic system installation may be required after review of business plan. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan. Sewage flows for the entire property will be limited to 600gallons per non-restricted acre per day.

Item 7, 2196 Centinnial Drive, Jones: No comment. Public sewer.

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: Wednesday, June 21, 2023 9:57 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Cc: Peevy, Jonathan; Chavers, Veronica E
Subject: RE: Tentative Planning Agenda for July 24, 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.

As none of the new business items front a state route nor would they add significant impacts to state route intersections, none of the new business items will require GDOT coordination

Thank you,

Parker Niebauer
D1TO 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: Thursday, June 15, 2023 12:02 PM
Subject: Tentative Planning Agenda for July 24, 2023

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, July 24, 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, June 22nd.** Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – July 17, 2023

OLD BUSINESS

1. **5351 Lanier Islands Parkway | Use Subject to County Commission Approval |** on a 17.14± acre tract located on the north side of Lanier Islands Parkway approximately 568 feet from its intersection with Carter Road | Zoned AR-III; Tax Parcel 08169 003011 (pt.) **| Proposed use: agri-entertainment |** ** Commission District 1 | **Keith D. & Chad Bell, applicant.** NOTE: This application was tabled at the May 15th Planning Commission meeting.

NEW BUSINESS

2. **8511 & 8515 Belton Bridge Road | Variance** | from 17.240.010 to reduce the road frontage requirement from 90 feet to 50 feet | on a 11.79± acre tract located on the south side of Belton Bridge Road, approximately 91 feet from its intersection with Forrester Road | Zoned AR-IV, Tax Parcel 12127 000092 & 000093 **| Proposed Use: 2-lot subdivision** | * Commission District 3 **| Robin Cole, applicant.**

3. (A) **3463 Leisure Lane | Variance** | from 17.240.010 to reduce the rear yard setback from 20 feet to 2 feet | on a 1.42± acre tract located on the north side of Leisure Lane, approximately 1,377 feet from its intersection with Griffin Drive | Zoned R-I; Tax Parcel 10145 000031 | **Proposed use: bring existing accessory building into compliance** | * Commission District 3 **| Carolann Justus, applicant.**
   (B) **3463 Leisure Lane | Variance** | from 17.240.010 to reduce the rear yard setback from 20 feet to 13 feet | on a 1.42± acre tract located on the north side of Leisure Lane, approximately 1,377 feet from its intersection with Griffin Drive | Zoned R-I; Tax Parcel 10145 000031 | **Proposed use: bring existing accessory building into compliance** | * Commission District 3 **| Carolann Justus, applicant.**

4. (A) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, applicant.**
   (B) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the right side yard setback from 10 feet to 4 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, applicant.**

5. **5961 Pocahontas Drive | Use Subject to County Commission Approval** | on a 5.30± acre tract located at the intersection of Pocahontas Drive and Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 **| Proposed use: 5-lot subdivision** | ** Commission District 2 **| Kimberly Zax, applicant.**

6. (A) **3555 North Bogan Road | Use Subject to County Commission Approval** | on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**
   (B) **3555 North Bogan Road | Variance** | from 17.215.040 to reduce the setback for agri-entertainment structures from 300 feet to 15 feet on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**
   (C) **3555 North Bogan Road | Variance** | from 17.215.040 to reduce the setback for agri-entertainment parking from 200 feet to 15 feet on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**

7. **2196 Centennial Drive | Use Subject to County Commission Approval |** on a 4.19± acre parcel located on the north side of Centennial Drive approximately 1,235 feet from its intersection with Centennial Circle | Zoned I-I; Tax Parcel 08013 003033 **| Proposed Use: food processing plant involving the further processing of animal or animal product** | ** Commission District 4 | Brian Jones, 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 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, August 24, 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, August 24, 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 Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

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.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: June 20, 2023

Subject: July 24, 2023 - Hall County Planning Commission Agenda

---

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the July 24, 2023 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **5351 Lanier Islands Parkway | Use Subject to County Commission Approval** | on a 17.14± acre tract located on the north side of Lanier Islands Parkway approximately 568 feet from its intersection with Carter Road | Zoned AR-III; Tax Parcel 08169 003011 (pt.) | **Proposed use: agri-entertainment** | ** Commission District 1 | **Keith D. & Chad Bell, applicant.** NOTE: This application was tabled at the May 15th Planning Commission meeting.

   a) **Engineering: :** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Comments on the last submittal.
   b) **Traffic:** Access permit from GDOT for connection to Lanier Islands Parkway.
   c) **Utilities:** Permit from environmental health may be required for portable bathrooms.

2. **8511 & 8515 Belton Bridge Road | Variance** | from 17.240.010 to reduce the road frontage requirement from 90 feet to 50 feet | on a 11.79± acre tract located on the south side of Belton Bridge Road, approximately 91 feet from its intersection with Forrester Road | Zoned AR-IV, Tax Parcel 12127 000092 & 000093 | **Proposed Use: 2-lot subdivision** | * Commission District 3 | **Robin Cole, applicant.**

   a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream.
   b) **Traffic:** No Comment
   c) **Utilities:** No Comment

3. (A) **3463 Leisure Lane | Variance** | from 17.240.010 to reduce the rear yard setback from 20 feet to 2 feet | on a 1.42± acre tract located on the north side of Leisure Lane, approximately 1,377 feet from its intersection with Griffin Drive | Zoned R-I; Tax Parcel 10145 000031 | **Proposed use: bring existing accessory building into compliance** | * Commission District 3 **| Carolann Justus, applicant.**
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   a) **Engineering:** No Comment
   b) **Traffic:** No comment
   c) **Utilities:** No Comment

4. (A) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, applicant.**
(B) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the right side yard setback from 10 feet to 4 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, applicant.**

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

5. **5961 Pocahontas Drive | Use Subject to County Commission Approval** | on a 5.30± acre tract located at the intersection of Pocahontas Drive and Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 **| Proposed use: 5-lot subdivision** | ** Commission District 2 **| Kimberly Zax, applicant.**

   a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream.
   FEMA and Hall County studied Flood plains present on site.
   b) **Traffic:** No Comment
   c) **Utilities:** City of Flowery Branch sewer district.

6. (A) **3555 North Bogan Road | Use Subject to County Commission Approval** | on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**
(B) **3555 North Bogan Road | Variance** | from 17.215.040 to reduce the setback for agri-entertainment structures from 300 feet to 15 feet on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**
(C) **3555 North Bogan Road | Variance** | from 17.215.040 to reduce the setback for agri-entertainment parking from 200 feet to 15 feet on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**

   a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream.
   b) **Traffic:** No Comment
   c) **Utilities:** City of Flowery Branch sewer district.

7. **2196 Centennial Drive | Use Subject to County Commission Approval |** on a 4.19± acre parcel located on the north side of Centennial Drive approximately 1,235 feet from its intersection with Centennial Circle | Zoned I-I; Tax Parcel 08013 003033 | **Proposed Use: food processing plant involving the further processing of animal or animal product** | ** Commission District 4 | Brian Jones, applicant.

   a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream.
   FEMA and Hall County studied Flood plains present on site.
   b) **Traffic:** Driveway must meet Hall County requirements.
   c) **Utilities:** City of Gainesville sewer district.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Thursday, June 22, 2023 2:51 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Monday, July 24, 2023 Hall County Planning Commission Meeting.

1. (A) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, applicant.**
   (B) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the right side yard setback from 10 feet to 4 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, 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

Print

Planning Commission Comments - August 7, 2023 - Submission #78733

Date Submitted: 8/4/2023

Comments completed in the form below will be submitted into the record for the August 7, 2023 meeting of the Hall County Planning Commission.

First Name*

Jane

Last Name*

Range

Address1*

200 E.E. Butler Parkway

Address2

City*

Gainesville

State*

GA

Zip*

30501

Zoning Item for Comment*

5. (A)/(B) 6178 Lake Lanier Heights Road | Variance(s)

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

August 4, 2023
VIA EMAIL
Hall County Planning Commission

RE: Variance Request of Nave Edelstein for 6178 Lake Lanier Heights Road/ Item 5 on the Agenda for August 7, 2023
Dear Commission Members,
I represent Holly Lawrance-Neyman, who is a neighbor and property owner at 6200 Lake Lanier Heights Road.
Previously, at the July 24 meeting of the Commission, the variance request(s) of Nave Edelstein were on the agenda and duly called for consideration by the Commission. The applicant/owner, Nave Edelstein, was not present at the meeting, and no one came forward to speak for the applicant or in favor of the application. The Board then provided the opportunity for the public in opposition to come forward and speak. That portion of the meeting was in compliance with the Zoning Procedures Law, O.C.G.A. Section 36-66-2 and the Hall County procedures adopted under the authority of the ZPL.
After the Chairman announced that the public hearing was closed, Mr. Braswell then proposed to reset the matter for the August 7 hearing date so the Commission could speak with the applicant. My client strongly objects that such procedure is outside the process as allowed under the ZPL and disadvantages the neighbors who were unable to hear the applicant's positions and rebut them in their portion of the hearing.
O.C.G.A. Section 36-66-2 reads:
(b) Consistent with the minimum procedures required by this chapter, local governments may:
(1) Provide by ordinance or resolution for such administrative officers, boards, or agencies as may be expedient for the efficient exercise of delegated, quasi-judicial zoning powers and to establish procedures and notice requirements for hearing before such quasi-judicial officers, boards, or agencies that are consistent with the minimum procedures provided for in this chapter to assure due process is afforded the general public; and
(2) Provide by ordinance or resolution for procedures and requirements in addition to or supplemental to those required by this chapter and, where so adopted, thereby establish the minimum procedures for such local government's exercise of zoning powers.

O.C.G.A. Section 36-66-5 provides ten minutes per side for comments as the minimum. The Planning Commission rules provide up to twenty-one minutes. However, the procedure also allows the applicant to speak, reserve rebuttal, then those in favor to speak and then those opposed to speak. That process assures both the applicant and the opposition an opportunity to direct attention to their evidence and rebut evidence of the other side.

In this case, the failure to strictly adhere to the public hearing procedures will do harm to the opportunity of the neighbors, including my client, to hear any argument of the applicant and rebut them. Such an ad hoc procedure adopted after the public hearing was closed and comment cut off for the opposition, violate the ZPL and the constitutional rights of the neighbors, including my client, to respond fully to any argument the applicant may make.

On behalf of my client, I strongly object to the departure from the law and adopted procedures of Hall County for a hearing in front of the Planning Commission on a variance.

Very truly yours,

Jane A. Range

JAR:alb/17006/W285169

Please write your comments in the box above.

File Upload

20230804153849324.pdf

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Provided at the 7-24-2023 PC Meeting

Provided at the 7-24-2023 PC Meeting

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT: NAVE EDELSTEIN
REQUEST: VARY THE LEFT SIDE YARD SETBACK FROM 10 FT TO 3 FT TO CONSTRUCT A RESIDENTIAL ADDITION.
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: AUG 7 2023
Time: 5:15 P.M.
IF APPEALED
COUNTY COMMISSION
Date: SEPT 14, 2023
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE IN IATION CALL (770) 531-6809
Jul 25, 2023 10:36:08
6168 Lanier Heights Drive
Buford
Hall County
Georgia

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT: NAVE EDELSTEIN
REQUEST: VARY THE RIGHT SIDE YARD SETBACK FROM 10FT TO 4FT TO CONSTRUCT A RESIDENTIAL ADDITION.
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: AUG 7, 2023
Time: 5:15P.M.
IF APPEALED
COUNTY COMMISSION
Date: SEPT 14, 2023
Time: 6:00P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL (770) 531-6809
Jul 25, 2023 10:37:28
6178 Lanier Heights Drive
Buford
Hall County
Georgia

AGENDA ITEM

Planning and Development

REPORT TO:	**Work Session (09/11/23)**
REPORT TO:	**Voting Meeting (09/14/23)**
ITEM NO:	485/2023
SUBJECT:	**6178 Lake Lanier Heights Road | Appeal a Planning Commission Decision for a Variance |** from 17.240.010 to reduce the right side yard setback from 10 feet to 4 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance |** Commission District 2 **| Nave Edelstein, applicant; Holly Neyman/Jane Range, appellant.**

Meetings:

Work Session Date: 09/11/23 **Voting Meeting Date:** 09/14/23

Executive Summary:

Presenter: RD

Recommendation:

Approval.

Conditions:

1. The property shall be developed in accordance with the site plan submitted as part of this request.
2. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

Purpose of Request: **History:**

6178 Lake Lanier Heights Road | Appeal a Planning Commission Decision for a Variance | from 17.240.010 to reduce the right side yard setback from 10 feet to 4 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 | **Proposed Use: residential addition and bring the existing residence into compliance |** Commission District 2 | **Nave Edelstein, applicant; Holly Neyman/Jane Range, appellant.**

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	Attorney	Administration
AD	RD	WLI	CR
Clerk			
JR			

Attachments:
Appeal Withdrawal Letter
Board Memo
Recommendation Report
Application for Appeal
Application
Updated Site Plan
Original Site Plan
Maps
Renderings
Deed
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Public Comments
Notice Sign Photos

HULSEY, OLIVER & MAHAR, LLP

EST. 1914

ATTORNEYS AT LAW

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JANE A. RANGE

September 5, 2023

VIA HAND DELIVERY

Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
2875 Browns Bridge Road
Gainesville, GA 30504

Bill Linkous
County Attorney
2875 Browns Bridge Road
Gainesville, GA 30504

RE: Appeal of Holly Neyman of Two (2) Hardship Variances Granted to Nave Edelstein for 6178 Lake Lanier Heights Road

Dear Mr. Linkous and Ms. Greenway,

I filed appeals on behalf of Holly Neyman of the decisions of the Planning Commission to grant hardship variances to Mr. Edelstein on the above referenced property to the Hall County Board of Commissioners. The hearing has been scheduled for September 14, 2023.

Since the appeals were filed and the hearing was set, Ms. Neyman has suffered a significant health issue. She no longer wishes to continue with the appeal and will not be able or willing to attend the hearing to present her case. I respectfully request that you withdraw the appeals and that the Board of Commissioners remove the appeals from their calendar on September 14.

If this request requires a form to be completed, please let me know, I will be happy to complete forms and file them with either Planning or the Board of Commissioners, whichever is appropriate,

Very truly yours,

Jane A. Range

JAR:17006/286872

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Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
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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 & Development

Date: August 21, 2023

Subject: (A) **6178 Lake Lanier Heights Road | Appeal a Planning Commission Decision for a variance |** from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract **| Proposed Use: residential addition and bring the existing residence into compliance | Nave Edelstein, applicant; Holly Neyman/Jane Range, appellant.**

(B) **6178 Lake Lanier Heights Road | Appeal a Planning Commission Decision for a variance |** from 17.240.010 to reduce the right side yard setback from 10 feet to 4 feet | on a 0.24± acre tract **| Proposed Use: residential addition and bring the existing residence into compliance | Nave Edelstein, applicant; Holly Neyman/Jane Range, appellant.**

The request before you is the **appeal of Holly Neyman/Jane Range** of the August 7th Hall County Planning Commission decision for two variances from 17.240.010: (A) reduce the left side yard setback from 10 feet to 3 feet and (B) reduce the right side yard setback from 10 feet to 4 feet to allow a residential addition and bring the existing residence into compliance. This item is located within Commission District 2.

At their August 7, 2023 meeting, the Hall County Planning Commission voted to recommend **approval of both variances** with two (2) conditions **(5-0)**.

There was **one (1) comment submitted** in advance of the Planning Commission meeting and **four (4) people spoke in opposition during the public hearing.**

Had the Planning Commission not been appealed, their decision would have been the final action. **Approving** the **appeal**, overturns the Planning Commission decision and **denies the variance requests**. **Denying** the **appeal** upholds the Planning Commission decision and **approves the variance requests.**

Planning Commission Approval Conditions are listed below:

(A)

1. The property shall be developed in accordance with the site plan submitted as part of this request.
2. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

(B)

1. The property shall be developed in accordance with the site plan submitted as part of this request.
2. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Nave Edelstein

Request ..... (A) Variance | left side yard setback from 10 feet to 3 feet
(B) Variance | right side yard setback from 10 feet to 4 feet

Proposed Use ..... Construct a residential addition and bring the existing residence into compliance

Size ..... 0.24± acres

Zoning ..... Vacation Cottage (V-C, 17.50)

Location ..... **6178 Lake Lanier Heights Road |** Tax Parcel 07353 001025

Commission District ..... Two

Planning Commission Date ..... August 7, 2023

Planning Commission Recommendation.....**(A) Approval, with conditions**
Vote: 5-0
(B) Approval, with conditions
Vote: 5-0

Planning Commission Conditions:

(A)

1. The property shall be developed in accordance with the site plan submitted as part of this request.
2. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

(B)

1. The property shall be developed in accordance with the site plan submitted as part of this request.

2. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

Public Forum 8-7-2023 PC Meeting:

Jane Range, 200 E.E. Butler Parkway, Gainesville, spoke in opposition. Concerns were emergency vehicle access.

John Evans, 6176 Lake Lanier Heights Road, Buford, spoke in opposition. Concerns were the proximity of the homes.

Public Forum 7-24-2023 PC Meeting:

Holly Neyman, 6200 Lake Lanier Heights Road, Buford, spoke in opposition. Concerns were the size of the lot and proximity to her property.

Jane Range, 200 E.E. Butler Parkway, Gainesville, spoke in opposition. Concerns were the design, setbacks, and not being a hardship.

John Evans, 6178 Lake Lanier Heights, Buford, spoke in opposition. Concerns were proximity of home and fire hazard.

Kevin Gearhart, 6745 Bass Circle, Buford, spoke in opposition. Concerns were short term rentals, development, and the size of the home.

Summary Analysis

The applicant is requesting a left side yard setback from 10 feet to 3 feet and a right side yard setback from 10 feet to 4 feet for the purpose of constructing a residential addition as well as bringing the existing residence into compliance with the setback requirements of the Vacation Cottage (V-C, 17.50) zoning district.

The existing residence sits 7.32 feet from the left side property line and 4.70 feet from the right side property line. The proposed addition is to the front of the home that will result in new stairs located 3.22 feet from the left property line. The addition will not be any closer than the existing home currently is located to the right property line. Tax records indicates that the existing residence was built in 1964; this date is prior to the adoption of the Official Code of Hall County which occurred in August of 1978.

Two (2) **variances** related to setback requirements will be required if the site plan, as presented, is approved because the structure does not meet the side yard setback requirements.

- Left side yard setback requirement of 10 feet as found in Table 17.240.010 for the Vacation Cottage (V-C, 17.50) district and right side yard setback requirement of 10 feet as found in Table 17.240.010 for the Vacation Cottage (V-C, 17.50) district.

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 is small in area and width, but the need for a variance has been created by the applicant's proposed additions to the home as opposed to the site conditions.**

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 the additions to the existing home would have to be modified to meet the 10 foot side yard setback and the existing home would remain encroaching into the side yard setbacks as it is currently located.**

3. Such conditions are peculiar to the particular piece of property involved and are not common to other properties in the neighborhood; **The conditions requiring the variance are specific to this property.**

4. Such conditions are not the result of any actions of the property owner; **The applicants are not responsible for the existing encroachment that occurred when the home was constructed in 1963, but the proposed improvements are designed by the applicant.**

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 Vacation Cottage (V-C, 17.50) district, and staff does not find that there will be any substantial detriment to the public good, if the variances are approved.**

Development Support and Constraints –Departmental /agency comments

Hall County Environmental Health

In an email dated June 22, 2023, Emily McGahee stated "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."

Hall County Fire Marshal

In an email dated June 22, 2023 from John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, "The Hall County Fire Marshal's Office has no comments as proposed."

Hall County Public Works and Utilities
In a memorandum from Public Works and Utilities dated June 20, 2023, Director Bill Nash stated the following:

Engineering:
No comment.

Traffic:
No comment.

Utilities:
No comment.

Georgia Department of Transportation
In an email dated June 21, 2023, Parker Niebauer, D1TO Traffic Operations Supervisor, stated GDOT coordination would not be required for this request.

- **Excerpts from the minutes of the August 7, 2023 meeting**

Applicant's Presentation:

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

Nave Edelstein, 6178 Lake Lanier Heights Road, Buford, presented the request. The applicant stated that the home would be used as a vacation and weekend home by himself and his business partner.

Rebuttal

The applicant stated that they are willing to work with the neighbors regarding fire safety and install fire rated walls on both sides of the home.

Public Forum:

Jane Range, 200 E.E. Butler Parkway, Gainesville, spoke in opposition. Concerns were emergency vehicle access.

John Evans, 6176 Lake Lanier Heights Road, Buford, spoke in opposition. Concerns were the proximity of the homes.

Planning Commission Comments:

Mr. Hunt questioned if the stairs and patio were already existing. The applicant stated they are existing, they are just looking to replace and renovate since the wood is rotting. Mr. Sosebee requested the applicant speak on the short term rental option for the property. The applicant stated that they will not be utilizing it as

a short term rental, it will be used personally. Mr. Braswell questioned if there could be a condition to restrict the home from becoming a short term rental. Ms. Doveton stated that was an option. Mr. Sosebee stated the option shouldn't be taken away since anyone on that street has the option to become a short term rental.

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

Conditions:

1. The property shall be developed in accordance with the site plan submitted as part of this request.
2. Pursuant to 2.60.060, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

5 (B)
***Motion:* A motion to remove from the table was made by Ms. Pilcher and seconded by Mr. Varner. Vote: 5-0**

Background Information:

The applicant is requesting a left side yard setback from 10 feet to 3 feet and a right side yard setback from 10 feet to 4 feet for the purpose of constructing a residential addition as well as bringing the existing residence into compliance with the setback requirements of the Vacation Cottage (V-C, 17.50) zoning district.

Applicant's Presentation:

See item 5 (A).

Public Forum:

See item 5 (A).

Planning Commission Comments:

See item 5 (A).

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

Conditions:

1. The property shall be developed in accordance with the site plan submitted as part of this request.

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- **Excerpts from the minutes of the July 24, 2023 meeting**

Applicant's Presentation:

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

Public Forum:

Holly Neyman, 6200 Lake Lanier Heights Road, Buford, spoke in opposition. Concerns were the size of the lot and proximity to her property.

Jane Range, 200 E.E. Butler Parkway, Gainesville, spoke in opposition. Concerns were the design, setbacks, and not being a hardship.

John Evans, 6178 Lake Lanier Heights, Buford, spoke in opposition. Concerns were proximity of home and fire hazard.

Kevin Gearhart, 6745 Bass Circle, Buford, spoke in opposition. Concerns were short term rentals, development, and the size of the home.

Planning Commission Comments:

Mr. Braswell stated that the public forum was closed. Mr. Braswell stated that due to the applicant's absence and the amount of opposition, the applications should be tabled.

Motion: A motion to table to August 8, 2023 was made by Mr. Sosebee and seconded by Mr. Hunt. Vote: 5-0

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
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HALL COUNTY
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APPLICATION FOR APPEAL

Per §17.370.010, the public shall have the right to appeal a decision made by the Planning Commission before the Board of Commissioners.

In order to file an appeal, the appellant must submit a written notice of appeal within five working days of the Planning Commission decision to the Planning Department. The appellant must submit justification and reasons for the appeal along with a $200 appeal fee (cash or check).

Please fill out the following information:

Name: Holly Neyman - by Jane A Range, attorney

Address: 200 EE Butler Parkway

Phone Number: 770-532-6312

Email: jar@nomlaw.com

Name of original application for which appeal is requested: Nare Edelstein

Date of original application: 5-7-23

Justification and reason(s) for filing this appeal (attach additional sheets if necessary):

See attached form

Signature: Jane Range, attorney Date: 8-14-23

For staff use only:

Action _____ Date _____ Tax Parcel Number _____

Conditions: _____

Revised January 2020

PLANNING AND DEVELOPMENT DEPARTMENT
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Per §17.370.010, the public shall have the right to appeal a decision made by the Planning Commission before the Board of Commissioners.

In order to file an appeal, the appellant must submit a written notice of appeal within five working days of the Planning Commission decision to the Planning Department. The appellant must submit justification and reasons for the appeal along with a $200 appeal fee (cash or check).

Please fill out the following information:

Name: Holly Neyman by Jane A Range, attorney

Address: 200 E. E. Butler Parkway

Phone Number: 770-532-6312

Email: JAR@Homlaw.com

Name of original application for which appeal is requested: Nave Edelstein

Date of original application: 5/7/23

Justification and reason(s) for filing this appeal (attach additional sheets if necessary):

See Attached form

Signature: Jane Range, atty. Date: 8-14-23

For staff use only:

Action _____ Date _____ Tax Parcel Number _____

Conditions: _____

Revised January 2020

Hall County Planning Commission
2875 Browns Bridge Road,
Gainesville, GA 30504

RE: NOTICE OF APPEAL RE Application of Nave Edelstein/ 6178 Lanier Heights Road to reduce Right side yard setback to 4 feet

Comes Now, Holly Neyman, acting by and through her counsel, and appeals the decision of the Hall County Planning Commission on the application of Nave Edelstein to vary setbacks from the required ten foot setback to a four foot setback with respect to the new construction decided on August 7th, 2023.

Appellant avers that combining the request to vary setbacks on the existing home with a proposed addition to the existing home was wrongful, in that the existing home presented an entirely different factual setting than the proposed addition. The existing home was built somewhere around 1964 and predated zoning ordinances in Hall County. In that sense, the existing home does meet all or substantially all of the considerations for a hardship variance. The applicant had no control over the setbacks. However, the Applicant with consent of planning staff also combined the new addition, to be built under existing zoning standards, which require only a ten foot setback, with the old, when none of the hardship conditions exist for the new addition.

The Appellee stated that the new addition should be covered to meet the feel and appearance of the exiting home, which is not a statement of hardship, but of preference. And despite the apparent desire to match the existing footprint, the building design submitted with the application in fact features a varied width that does narrow. Accordingly, no factual basis for a hardship exists for the new construction. Since two different requests were included in the one appeal, the application of the standard to both requests as laid out in the staff report and reflected in the decision of the Board of Appeals was not factually or logically accurate. No hardship exists.

Consideration of factors in the Hall County Zoning Code, Section 17.380.060.C:

1.Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent property and nearby property.

The zoning proposal as to the existing structure is a suitable use developed under old rules, as are many of the other homes. But since 1964, zoning restrictions and uses have been imposed. The new addition is a proposed two-story addition that will contain somewhere between 2000 and 3000 square feet based on the application plans and comments by the owner. Such a structure is not compatible with the older homes in the V-C district, and presents a much larger footprint and mass which affects, light, air and visibility of neighbors, as well as making the passage of emergency vehicles around the home more difficult. Protection of all properties for the advantages of light, air, emergency services should fall more of less equally on all neighbors. The new addition is not an existing hardship that must be cured, but a new hardship that will be imposed all the duties of providing adequate setbacks for light, air, visibility and safety on the neighboring properties. This encroaches on the neighbors to meet all the public benefits of the zoning codes building standards to protect neighboring properties.

2. Whether the zoning proposal will adversely affect the existing use of usability of adjacent or nearby property.

The zoning proposal as to the existing structure is a suitable use developed under old rules, as are many of the other homes. But since 1964, zoning restrictions and uses have been imposed. The new addition is a proposed two-story addition that will contain somewhere between 2000 and 3000 square feet based on the application plans and comments by the owner. Such a structure is not compatible with the older homes in the V-C district, and presents a much larger footprint and mass which affects, light, air and visibility of neighbors, as well as making the passage of emergency vehicles around the home more difficult. Protection of all properties for the advantages of light, air, emergency services should fall more of less equally on all neighbors. The new addition is not an existing hardship that must be cured, but a new hardship that will be imposed all the duties of providing adequate setbacks for light, air, visibility and safety on the neighboring properties. This encroaches on the neighbors to meet all the public benefits of the zoning codes building standards to protect neighboring properties.

2. Whether the zoning proposal will adversely affect the existing use of usability of adjacent or nearby property.

Ms. Neyman's property interest is as an heir to her sister's lot that is directly adjacent to the subject property. The estate is still open and title has not yet passed out of the estate. However, in future, the Neyman lot will be improved and will be subject to the rules for setbacks, etc., in the code, and such new construction will provide setbacks that benefit the neighboring property of the applicant by providing the necessary land to afford access to the rear of the property, as well as light, air, and visibility that improves the habitability of the applicant's property. Such a large structure on top of the lot line will also increase the water runoff without special attention as there will be virtually no side lot to absorb gutter runoff before entering the adjacent property. All costs are imposed on Ms. Neyman with no compensating benefits. Overall, the crowding of the property line will reduce the value of the lot. The new construction will double to triple the existing footage as well as height of the residence, increasing the negative aesthetic effects on the property. Ms. Neyman's residence is one lot down and adjacent to her sister's lot. The change in the neighborhood favoring extension of older homes and existing encroachments on other lots will negatively impact her home's value.

3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned.

The existing structure, while small, still provide a a cottage suitable to the V-C zoning category and carries the value which is greatly appreciated by lake lot demand. An improved structure that adds the second story on the existing home and which adds the additions that meet setback still have a reasonable economic use in the neighborhood. The applicant's claimed use is a weekend vacation home for family and that use is easily met if the setbacks are adhered to on the new section of the house.

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 setback is too narrow to allow any fire or emergency service vehicles to reach the home or the dock on the lake without encroaching onto the neighboring property. Again, the Neyman property is being subjected to the cost of development and providing service to the lot without any benefit.

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 plan is residential in use, but not in terms of the building requirements of the district. Hall County does not allow such narrow setbacks on new construction anywhere else on free standing single family homes under current rules.

6. The extent to which property values are diminished by the existing zoning restrictions.

There was no evidence presented that the property value would be diminished in the new construction complies with the Code.

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.

The setbacks being applied to the new construction do not destroy the subject property's value under the existing zoning. Preserving setbacks that allow for light, air and visibility protect the property value. Accessibility of emergency services protects the property value as well as the neighbor's value.

8. The relative gain to the public as compared to the hardship imposed upon the individual owner.

As to the new construction, no hardship is imposed. The public is protected and specifically the adjacent neighbors are protected because adequate health and safety considerations are protected.

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.

No evidence was produced that the home was vacant. To the extent that applicant wishes to renovate and may not use the home fully during renovation (though a boat could be kept and used while renovating), is a personal choice not a market issue that makes the home unusable.

10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for the either approval or disapproval of the zoning proposal.

The V-C category was created with smaller lots and smaller minimum home sizes. Those lot sizes cannot be changed. The lake market has changed since V-C was first instituted, but there is still a demand for weekend only homes. What hasn't changed is that Hall County regulations favor set backs for the protection of neighboring properties. Reducing setbacks by 60 % (10 feet to 4 feet) without a true hardship for the new construction, damages neighbors and the public's interest in safety.

11. Whether the change would create an Isolated district unrelated to the surrounding districts, such as spot zoning.

The hardship variance is not a re-zoning so the standard is inapplicable.

12. Whether the present zoning district boundaries are illogically drawn in relat to existing conditions in the area.

This is not a re-zoning so district boundaries are not affected.

13. Whether the change requested is out of scale with the need of the County as a whole or the immediate neighborhood.

The change violated the County's policy on setbacks for public protection and clearly affects the local neighborhood as well.

14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned.

This is not a rezoning so the standard is inapplicable.

15. Whether the need for rezoning could be handled instead by a variance request to the zoning board of adjustment.

This is not a rezoning so the standard is inapplicable.

16. Whether there would be a an ecological or pollution impact resulting from major modifications to the land if the request is granted.

As noted above, water runoff issues not adequately addressed by the owner could cause erosion or flooding of adjacent property.

17. Whether there is reasonable evidence based upon existing and anticipated land sue that would indicate a mistake was made in the original zoning of the property.

This is not a rezoning, so no mistake is evident, the same use will continue legally, only the setback is in question.

The hardship as to the new addition was not demonstrated by the applicant. It is a matter of preference over hardship. To the extent the original homeplace pre-existed zoning, it is grandfathered, and not even a hardship hearing is necessary to the continued use. The setbacks are not a zoning issue that disallows a house addition. The setback requirements should apply to the new addition as they would to any other construction on the property that is added after the original part of the home. No new garage or shed could be placed closer to the property line. But somewhere between 1100 and 1900 square feet of new construction is being grandfathered as well by this application with no showing of hardship, just a concern for how the house would look if the façade was not a straight line. Few homes built today are straight line, perfectly rectangular. And as shown by the submitted site plan, this home changes the width by the owner's design.

Respectfully submitted this 14th day of August, 2023

Hulsey, Oliver & Mahar, LLP

BY: _____

Jane A. Range,
GA. State Bar #594413
200 E. E. Butler Parkway
Gainesville, GA 30501

285559

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

HALL COUNTY
GEORGIA
We have it all in Hall

VARIANCE APPLICATION

Applicant (Name and Mailing Address)

Nave Edelstein
6755 Peachtree Industrial blvd
Doraville GA 30360
Phone (770)263-9020
Email Address c2expediting@yahoo.com

Property Owner (Name and Mailing Address)

Xcellence Realty Group
6755 Peachtree Industrial blvd
Doraville GA 30360
Phone (770)263-9020
Email Address nave@trlconstructiondesign.com

Location of Property 6178 Lake Lanier Heights Rd

Present Zoning V-C Existing Structures Single Family Home

Type of Appeal:

x Setback Variance	___ Front Yard	From ___ ft. to ___ ft.
	x Right Side Yard	From 10 ft. to 4.7 ft.
	x Left Side Yard	From 10 ft. to 7.32 ft.
___ Road Frontage Variance	___ Rear Yard	From ___ ft. to ___ ft.
	___ Road Frontage	From ___ ft. to ___ ft.
___ Sign Variance	___ Sign Area	From ___ ft. to ___ ft.
	___ Sign Height	From ___ ft. to ___ ft.
___ Hardship Mobile Home	___ Doctor's Letter	___ Terms Agreement

---

Supporting Documents: x Plat of Property
x Deed of Property
x Hardship Statement
x Site Plan
x Floor Plans
___ Other

Fee (Must be paid for application to be complete): $ _____

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 X _____ Date 4/18/2023

I hereby withdraw this application.

Sign _____ Date _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

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

HALL COUNTY
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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:** 4/18/2023

Applicant's/Owner's Name (Printed): X Nave Edelsteins
Partner in: Xcellence Realty Group

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

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

STATEMENT OF HARDSHIP

The Hall County Planning Commission has the authority, in specific cases, to grant variances from the terms of the Zoning Regulations when the variance will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the Zoning Regulations will, in specific cases, result in unnecessary hardship and so that the resolution shall be observed, public safety and welfare secured, and substantial justice done. The authority to grant such variances shall be limited to those instances where a hardship is clearly established as required by the Zoning Regulations.

In all cases involving requests for residential variances from the terms of the Zoning Regulations, a plat or survey of the property prepared by a registered surveyor, architect, or engineer shall be required. In all cases involving variances for commercial or industrial uses of land, a site plan of the property prepared by a registered surveyor, architect, or engineer shall be required. Variances may be granted only upon a finding by the board that:

Describe how each situation listed below relates to your application:

1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography (the hardship must relate to the physical character of the lot and not to a personal or economic hardship).

The existing single family home as it currently is built encroaches into both side setbacks. In order to keep the look and feel of the existing home we would need to continue the same encroachment into the side setbacks.

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

With the home already in the setback the home would cantilever in and then the addition would be built, however this would not change the fact that the existing home is in the setback. By granting this variance, it would bring the property into compliance. This would make any future need for variances for the existing home mute.

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.

Based on the area that this home is built in, several homes within the neighborhood encroach into the side setback. It would seem that the homes in the property were built prior to the zoning setbacks being implemented. This variance would allow for the existing home to remain on the property as it is currently built.

4. Such conditions are not the result of any actions of the property owner.

The existing home was built in the 1960s therefore the current property owner inherited the issue with the setback encroachments. This is making the front addition to the home difficult to accomplish so that the home would be a bit more habitable with more than the 975 sf it currently boasts.

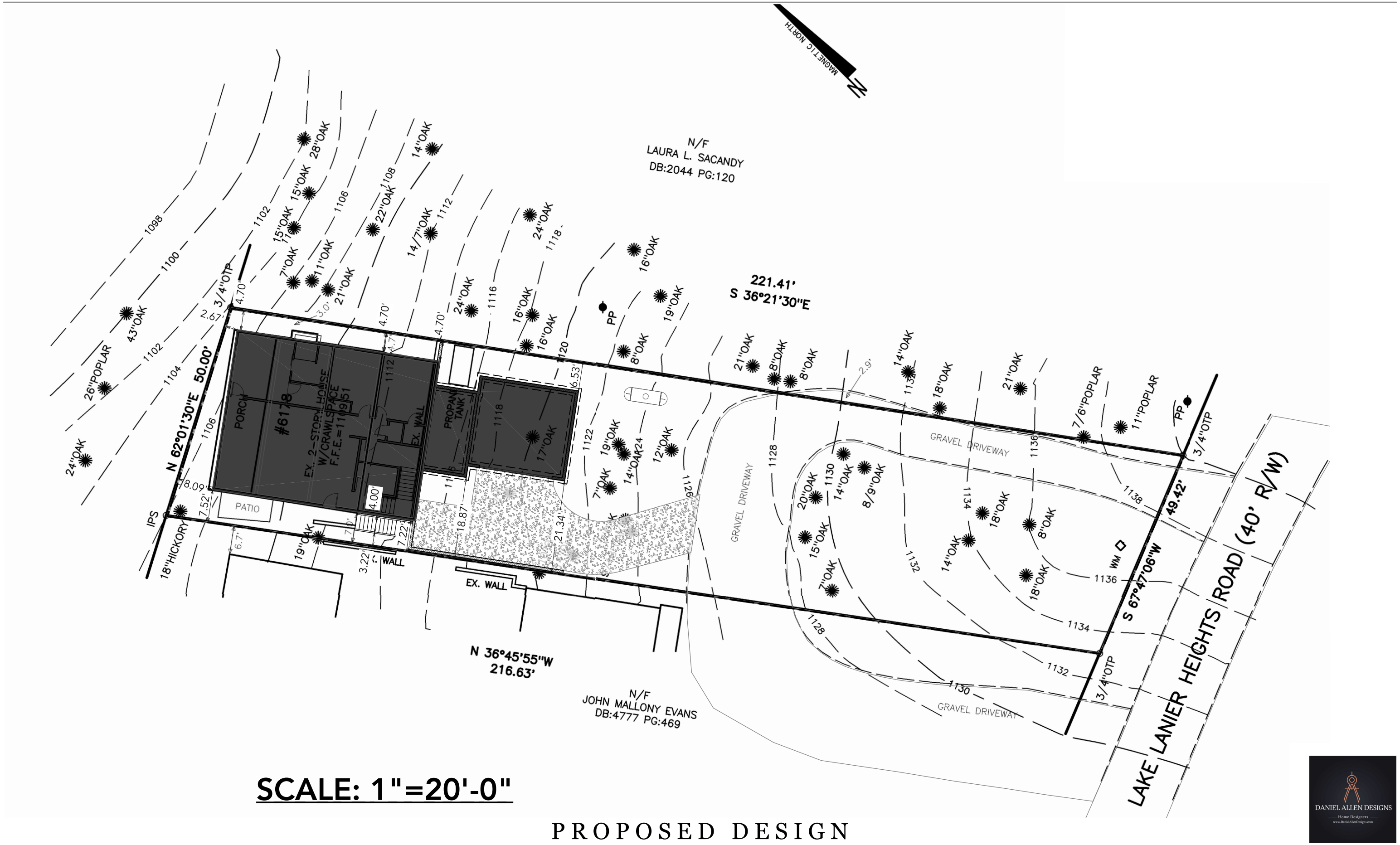
5. Relief, if granted, would not cause substantial detriment to the public good or impair the purposes and intent of this resolution provided; however, that no variance may be granted for a use of land or building or structure that is prohibited by this resolution. For example, granting the variance would not confer any special privilege that is denied by this regulation to other property in the same zoning district.

The relief would allow for the existing homes encroachment to be brought into zoning compliance, and it would allow for additional square footage. The current home is very cozy and only 975 sf, and the addition would make it more adaptable to a family living on the site.

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

Applicant Nave Edelstein **Date** 4/18/23

6178 LAKE LANIER HEIGHTS DR RESIDENCE



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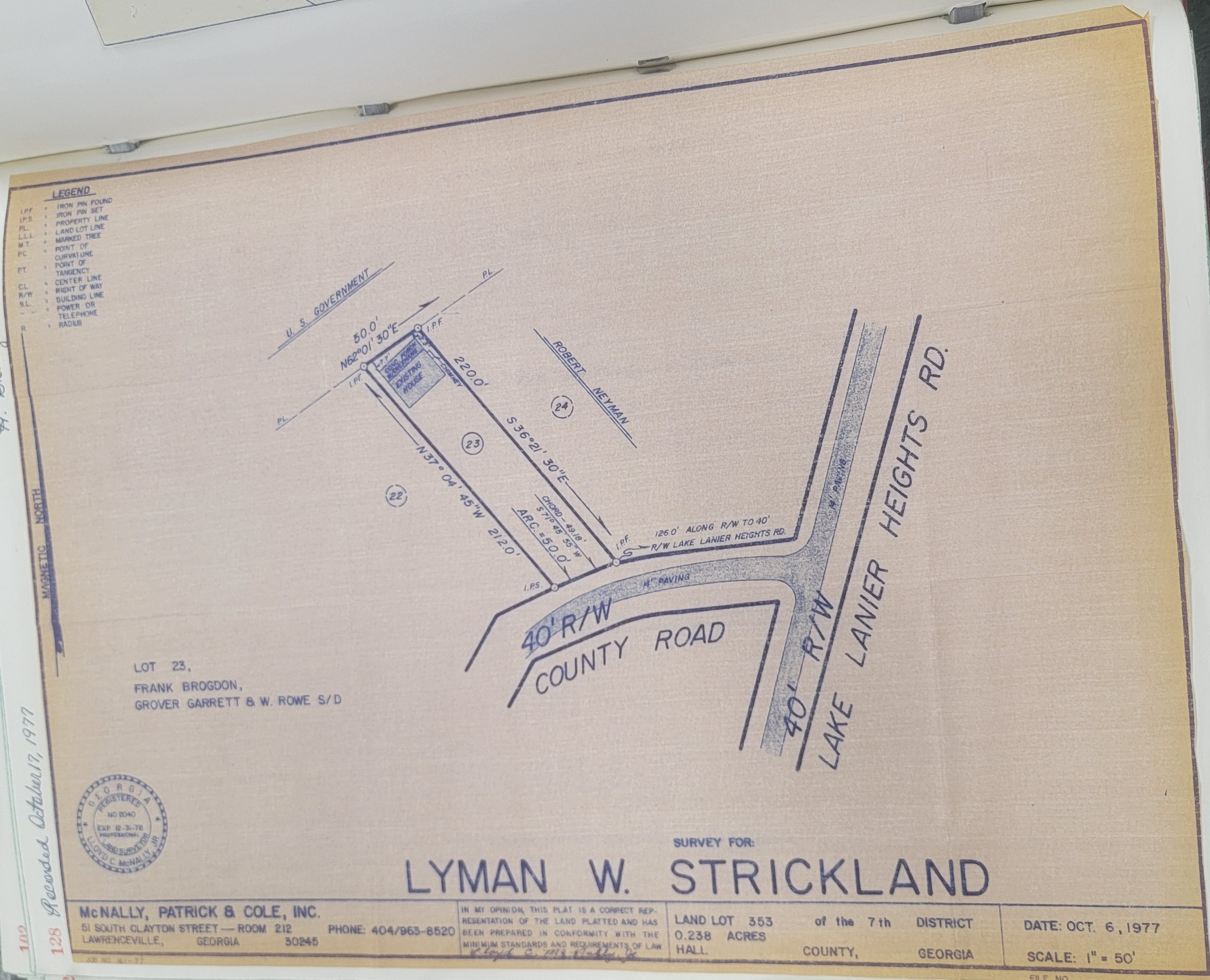
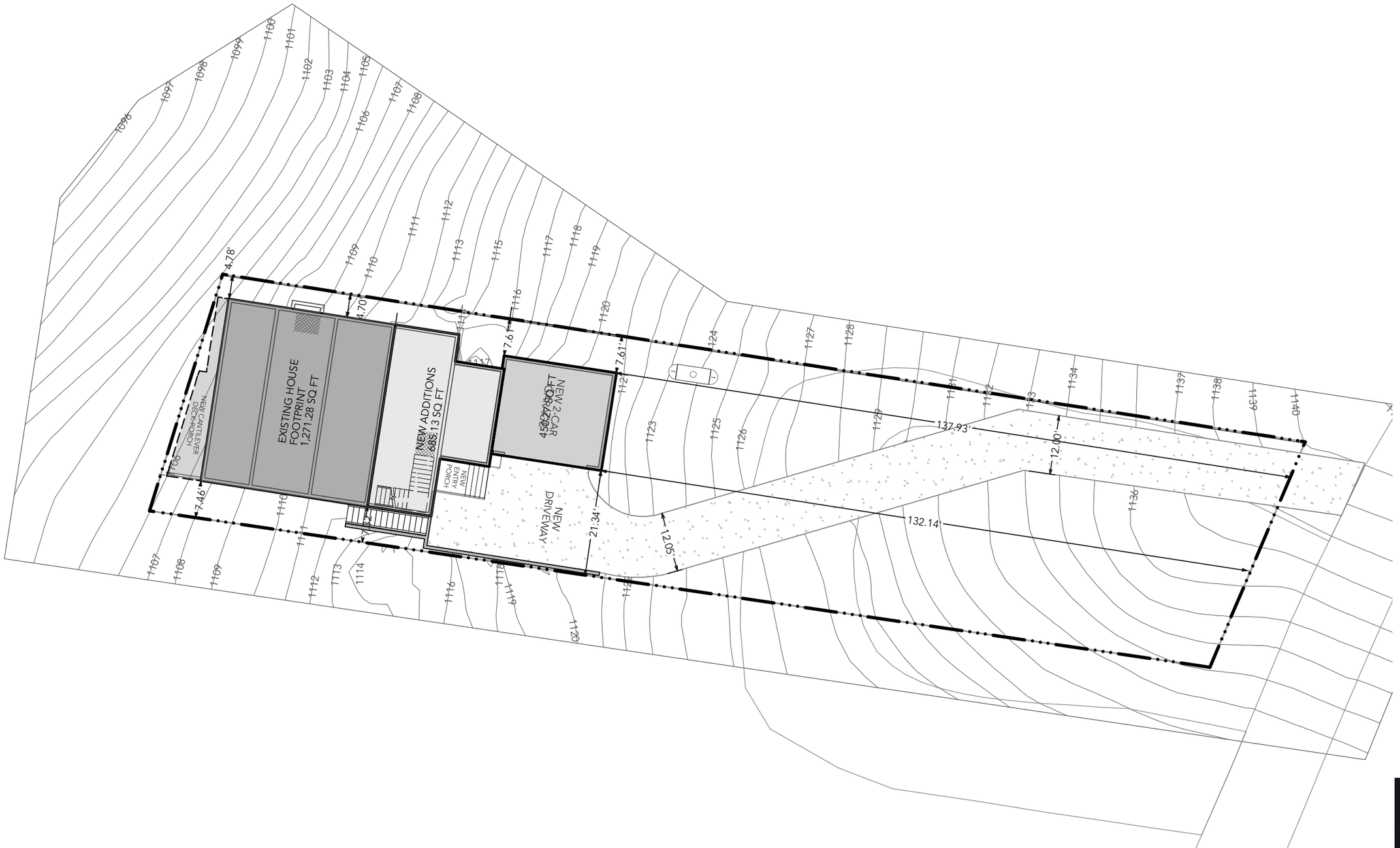
Email: Dan@DanielAllenDesigns.com


LEGEND
I.P.F. = IRON PIN FOUND
I.P.S. = IRON PIN SET
P.L. = PROPERTY LINE
L.L.L. = LAND LOT LINE
M.T. = MARKED TREE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
C.L. = CENTER LINE
R/W = RIGHT OF WAY
B.L. = BUILDING LINE
= POWER OR TELEPHONE
R = RADIUS
MAGNETIC NORTH
U. S. GOVERNMENT
P.L.
50.0'
N62°01' 30"E
I.P.F.
EXISTING HOUSE
CHIMNEY
220.0'
ROBERT NEYMAN
24
23
22
S36°21' 30"E
N37° 04' 45"W 212.0'
CHORD - 49.18'
S71° 45' 55"W
ARC. = 50.0'
I.P.F.
126.0' ALONG R/W TO 40'
R/W LAKE LANIER HEIGHTS RD.
I.P.S.
14' PAVING
40' R/W
COUNTY ROAD
40' R/W
LAKE LANIER HEIGHTS RD.
LOT 23,
FRANK BROGDON,
GROVER GARRETT & W. ROWE S/D
GEORGIA REGISTERED NO 2040 EXP 12-31-78 PROFESSIONAL LAND SURVEYOR LLOYD C. McNALLY, JR.
SURVEY FOR:
LYMAN W. STRICKLAND
McNALLY, PATRICK & COLE, INC.
51 SOUTH CLAYTON STREET — ROOM 212
LAWRENCEVILLE, GEORGIA 30245
PHONE: 404/963-8520
IN MY OPINION, THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF LAW
LAND LOT 353 of the 7th DISTRICT
0.238 ACRES
HALL COUNTY, GEORGIA
DATE: OCT. 6, 1977
SCALE: 1" = 50'
FILE NO.
H. Grady Watson, Clerk
Recorded October 17, 1977
128
102

6178 LAKE LANIER HEIGHTS DR RESIDENCE



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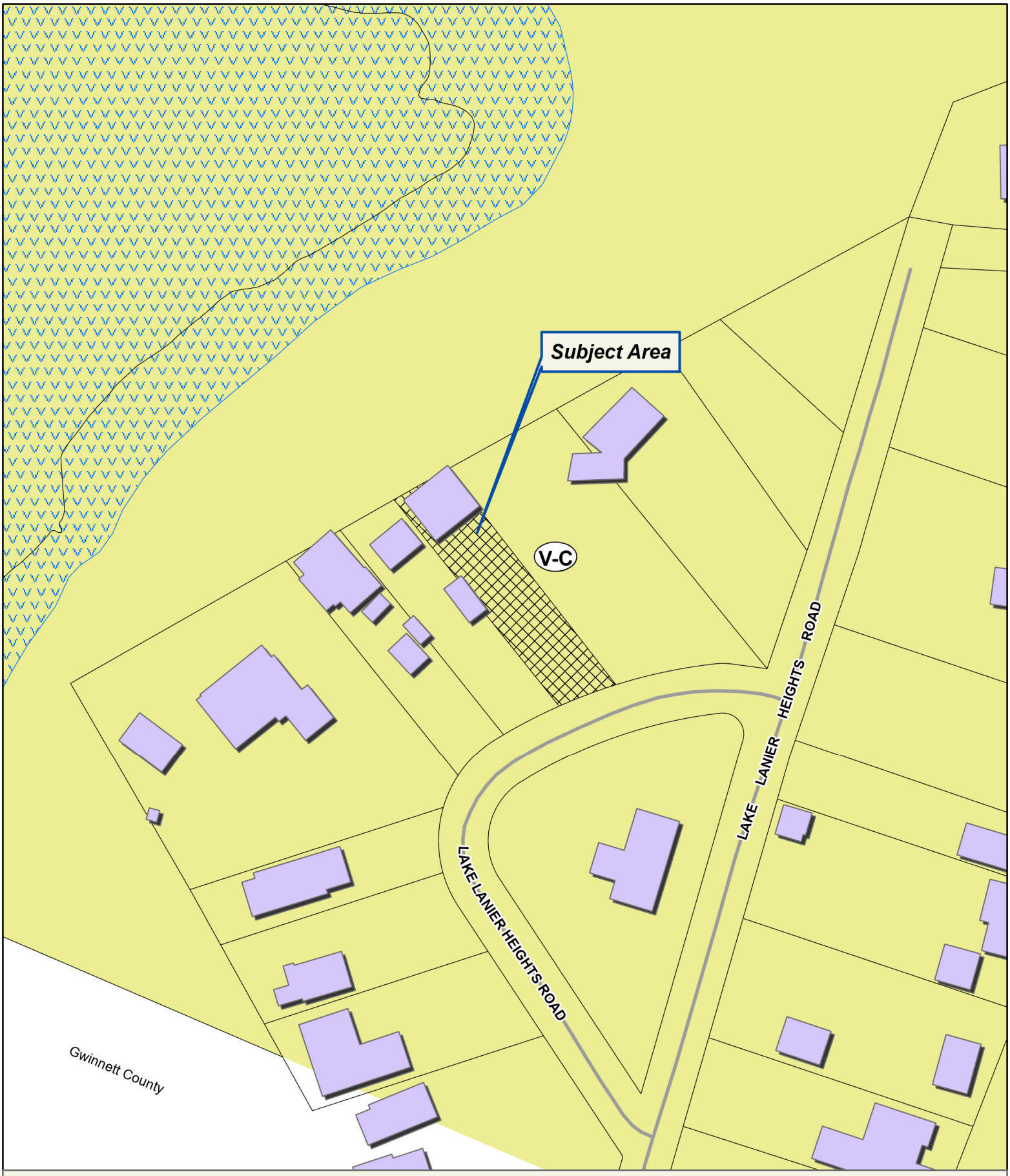
www.DanielAllenDesigns.com
Email: Dan@DanielAllenDesigns.com

Applicant: NAVE EDELSTEIN
Tax Parcel #: 07353 001025
Location: 6178 LAKE LANIER HEIGHTS ROAD, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 07/24/23**

0 250 500 1,000
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: NAVE EDELSTEIN
Tax Parcel #: 07353 001025
Location: 6178 LAKE LANIER HEIGHTS ROAD, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 07/24/23**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

Applicant: NAVE EDELSTEIN
Tax Parcel #: 07353 001025
Location: 6178 LAKE LANIER HEIGHTS ROAD, BUFORD, GA 30518
Commission District 2 **PC Mtg. Date: 07/24/23**

0 25 50 100
Feet

Zoning Boundary
City Limits
Subject Area

N

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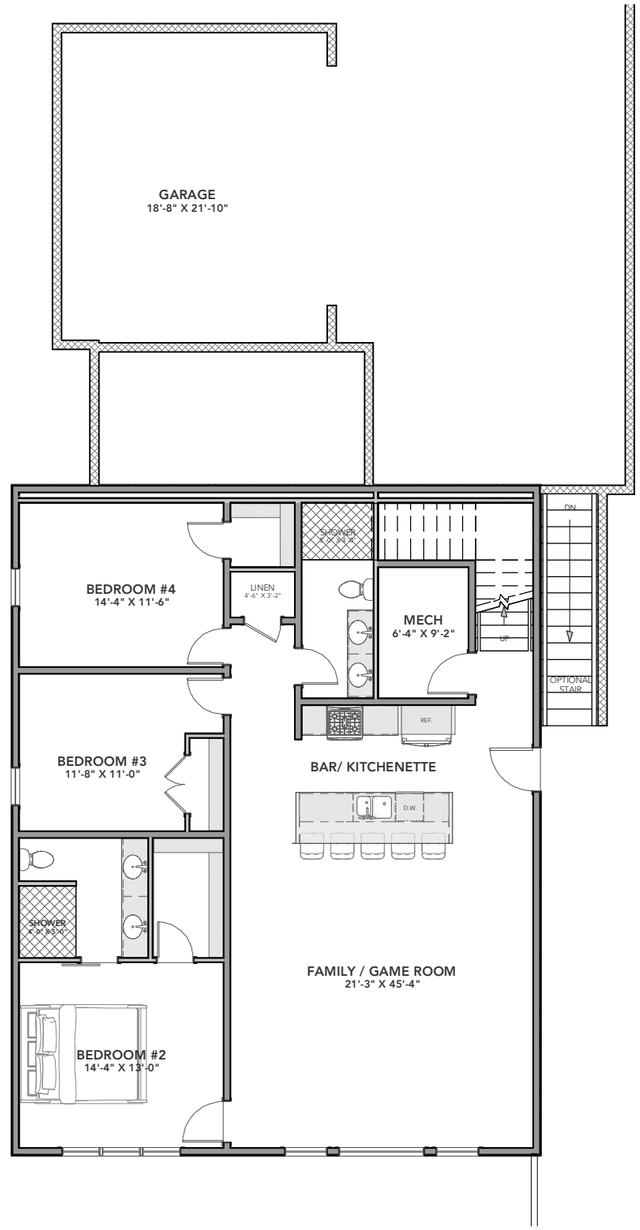
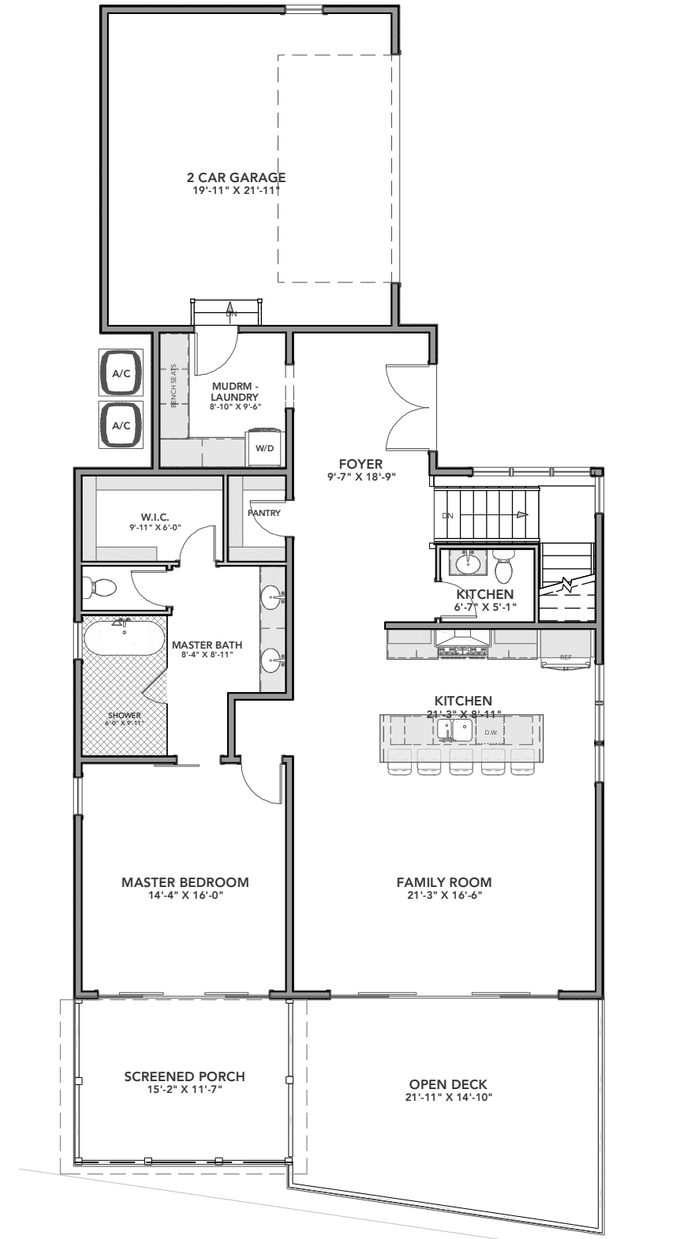


GARDEN LEVEL FLOOR PLAN

SCALE 3/32" = 1'-0"



MAIN LEVEL FLOOR PLAN

SCALE 3/32" = 1'-0"

DANIEL ALLEN DESIGNS
Home Designers
www.DanielAllenDesigns.com

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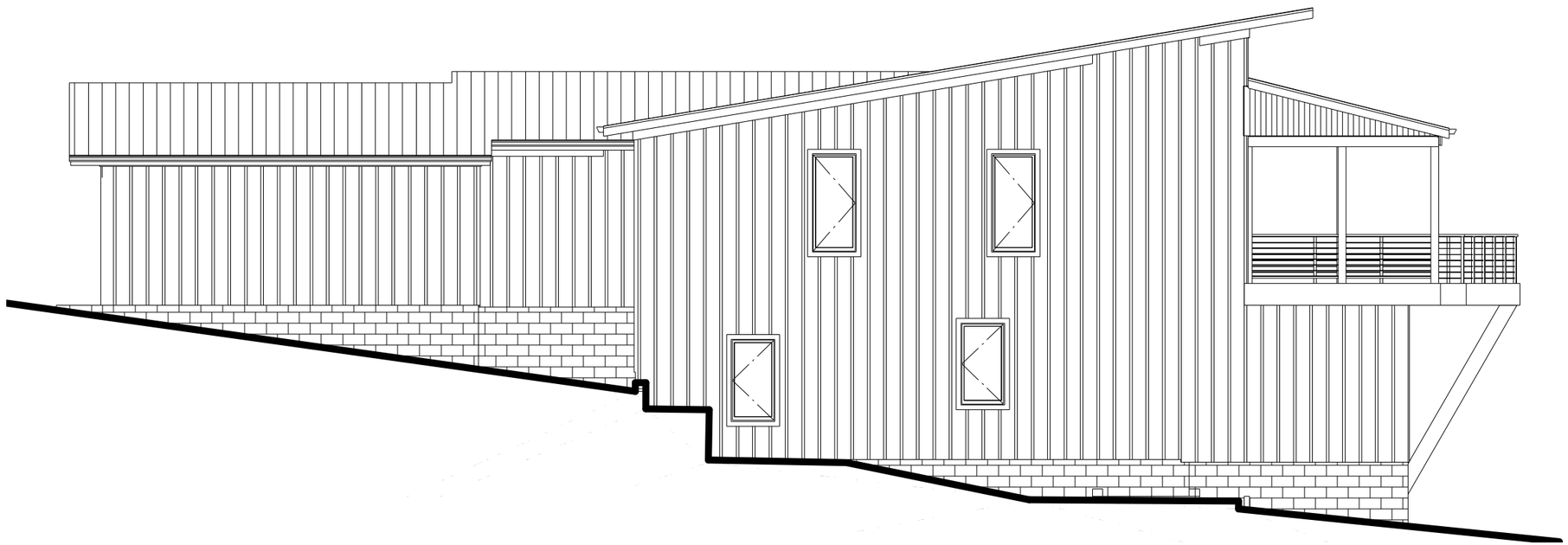

RIGHT SIDE ELEVATION

LAKE VIEW ELEVATION

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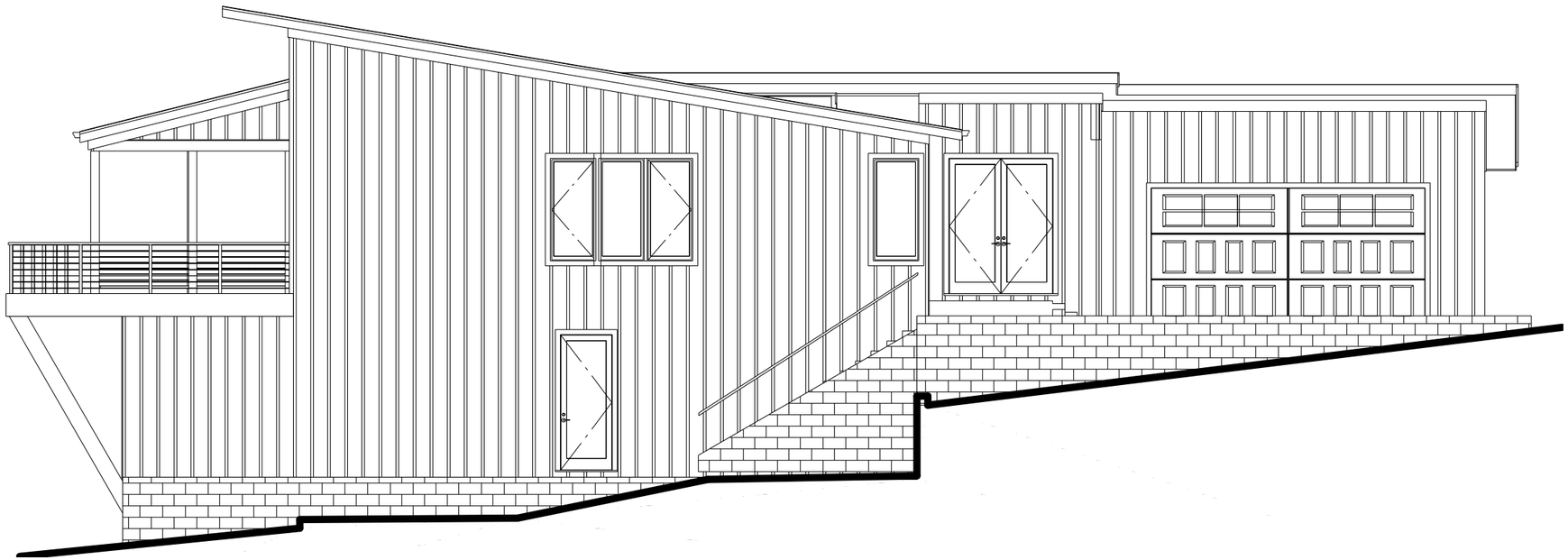
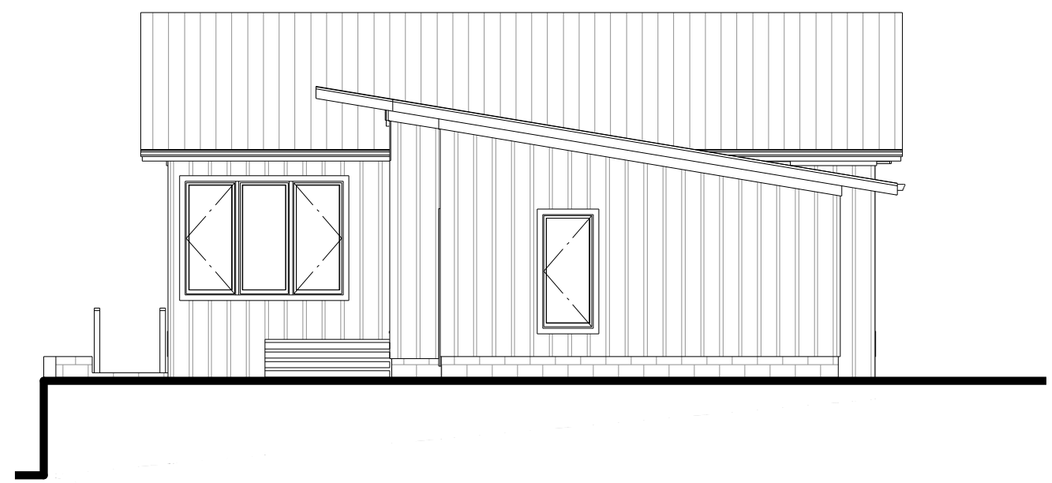
6178 LAKE LANIER HEIGHTS DR RESIDENCE



LEFT SIDE ELEVATION



ENTRANCE ELEVATION

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FEBRUARY 23, 2023

DANIEL ALLEN DESIGNS, INC
www.DanielAllenDesigns.com
Email: Dan@DanielAllenDesigns.com

Prepared By:
Arthur Andrew Jenkins, Esq.
After recording, return to:
Jenkins Title, LLC
416 Pirkle Ferry Road, L-100
Cumming, GA 30040

Property:
6178 Lake Lanier Heights Road
Buford, GA
Tax Parcel: 07-00353-01-025

Limited Warranty Deed

This Limited Warranty Deed is made as of January 31, 2023 between

Peachtree Dunwoody Properties, LLC, a Georgia Limited Liability Company
(hereinafter referred to as "Grantor")

and

Xcellence Realty Group LLC, a Georgia Limited Liability Company
(hereinafter referred to as "Grantee")

("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH, that

GRANTOR, in consideration of the sum of FOUR HUNDRED EIGHTEEN THOUSAND AND 00/100 ($418,000.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and does hereby grant, bargain, sell, alien, convey and confirm unto Grantee all that tract or parcel of land (the "Property") which is more particularly described on Exhibit A attached hereto together with (1) all buildings, fixtures and improvements thereon, (2) all rights appurtenant thereto and (3) all of Grantor's rights in and to any strips or gores between the Property and adjoining lands and street rights of ways.

TO HAVE AND TO HOLD the Property, 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 Grantee forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property unto Grantee against the claims of all persons claiming by, through or under Grantor, but not otherwise. Without altering the limited warranty set out above, this deed is expressly made subject to any all matters appearing of record as well as any matters a complete and accurate survey would disclose, and including but not limited to the matters set forth in Exhibit B attached hereto.

[Execution on Following Page]

EXECUTED under seal as of the date above written.

Signed, Sealed and Delivered in the presence of the following two witnesses.

X_____
Unofficial Witness

X_____
Notary Public
My Commission Expires:
[Affix Notary Seal]

MIN CALVERT
NOTARY
EXPIRES
GEORGIA
06-14-2024
PUBLIC
GWINNETT COUNTY

Peachtree Dunwoody Properties, LLC, a Georgia Limited Liability Company

By: _____
Arthur Andrew Jenkins, Authorized Signer

Property:
6178 Lake Lanier Heights Road
Buford, GA
07-00353-01-025

Exhibit A

Legal Description

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 353 of the 7th District of Hall County, Georgia and being more particularly described as follows: BEGINNING at a point on the northerly right-of-way (40 feet right-of-way) of a county maintained unnamed road 126 feet from the intersection of the northerly side of said unnamed county road with the northwesterly side of Lake Lanier Heights Road as measured along the northerly side of said unnamed county road, running thence southwesterly along the northwesterly side of said unnamed county road 50 feet to an iron pin, running thence north 37 degrees 04 minutes 45 seconds west 212 feet to an iron pin; running thence north 62 degrees 01 minutes 30 seconds east 50 feet to an iron pin; running thence south 36 degrees 21 minutes 30 seconds east 220 feet to an iron pin on the northerly side of the aforesaid unnamed county road at the point of beginning, all as per plat for Lyman W. Strickland by McNally, Patrick & Cole, Inc., dated October 6, 1977.

Current Street Address:	6178 Lake Lanier Heights Road, Buford, GA 30518
Current Tax Parcel No.:	07-00353-01-025

6178 Lake Lanier Heights
Road
Buford, GA
07-00353-01-025

Exhibit B

Property Specific Exceptions to aid in title search

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attached, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I — Requirements are met.

2. Matters shown on Plat recorded in Plat Book F, Page 296, Hall County, Georgia records.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, June 22, 2023 12:37 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda 7.24.23

Please find Environmental Health comments below:

Item 1, 5351 Lanier Islands Pkwy, Bell: A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items such as a soil evaluation and septic system installation may be required after review of business plan. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan. ON-SITE SEWAGE MANAGEMENT SYSTEMS RULES 511-3-1-.03 General Requirements for On-Site Sewage Management Systems. (1) If public or community sewage treatment systems are not available, the owner of a building, residence, or property that is designed or intended for human occupancy or congregation shall provide an approved on-site sewage management system sufficient for the number of persons normally expected to use or frequent the building, residence or other property for two hours or more. (2) No person may begin the physical development of a lot or structure where an on-site sewage management system will be utilized, nor install an on-site sewage management system or component thereof, without having first obtained from the County Health Department a construction permit for the installation of an onsite sewage management system. And (1)(a) Connection shall be made to a public or community sewage treatment system if such system is available within two hundred feet (200') of the property line, or available in a public right-of-way abutting the property.

Item 2, 8511/8515 Belton Bridge Road, Cole: This plat is currently under review by the Hall County Plat Review Team and Environmental Health can approve the subdivision plat.

Items 3A/3B, 3463 Leisure Lane, Justus: No comment.

Items 4A/4B, 6178 Lake Lanier Heights Road, Edelstein: 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.

Item 5, 5961 Pocahontas Drive, Zax: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Items 6A/6B, 3555 North Bogan Road, Moore: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: soil evaluation, and septic system installation may be required after review of business plan. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan. Sewage flows for the entire property will be limited to 600gallons per non-restricted acre per day.

Item 7, 2196 Centinnial Drive, Jones: No comment. Public sewer.

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: Wednesday, June 21, 2023 9:57 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Cc: Peevy, Jonathan; Chavers, Veronica E
Subject: RE: Tentative Planning Agenda for July 24, 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.

As none of the new business items front a state route nor would they add significant impacts to state route intersections, none of the new business items will require GDOT coordination

Thank you,

Parker Niebauer
D1TO 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: Thursday, June 15, 2023 12:02 PM
Subject: Tentative Planning Agenda for July 24, 2023

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, July 24, 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, June 22nd.** Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – July 17, 2023

OLD BUSINESS

1. **5351 Lanier Islands Parkway | Use Subject to County Commission Approval |** on a 17.14± acre tract located on the north side of Lanier Islands Parkway approximately 568 feet from its intersection with Carter Road | Zoned AR-III; Tax Parcel 08169 003011 (pt.) **| Proposed use: agri-entertainment |** ** Commission District 1 | **Keith D. & Chad Bell, applicant.** NOTE: This application was tabled at the May 15th Planning Commission meeting.

NEW BUSINESS

2. **8511 & 8515 Belton Bridge Road | Variance** | from 17.240.010 to reduce the road frontage requirement from 90 feet to 50 feet | on a 11.79± acre tract located on the south side of Belton Bridge Road, approximately 91 feet from its intersection with Forrester Road | Zoned AR-IV, Tax Parcel 12127 000092 & 000093 **| Proposed Use: 2-lot subdivision** | * Commission District 3 **| Robin Cole, applicant.**

3. (A) **3463 Leisure Lane | Variance** | from 17.240.010 to reduce the rear yard setback from 20 feet to 2 feet | on a 1.42± acre tract located on the north side of Leisure Lane, approximately 1,377 feet from its intersection with Griffin Drive | Zoned R-I; Tax Parcel 10145 000031 | **Proposed use: bring existing accessory building into compliance** | * Commission District 3 **| Carolann Justus, applicant.**
   (B) **3463 Leisure Lane | Variance** | from 17.240.010 to reduce the rear yard setback from 20 feet to 13 feet | on a 1.42± acre tract located on the north side of Leisure Lane, approximately 1,377 feet from its intersection with Griffin Drive | Zoned R-I; Tax Parcel 10145 000031 | **Proposed use: bring existing accessory building into compliance** | * Commission District 3 **| Carolann Justus, applicant.**

4. (A) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, applicant.**
   (B) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the right side yard setback from 10 feet to 4 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, applicant.**

5. **5961 Pocahontas Drive | Use Subject to County Commission Approval** | on a 5.30± acre tract located at the intersection of Pocahontas Drive and Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 **| Proposed use: 5-lot subdivision** | ** Commission District 2 **| Kimberly Zax, applicant.**

6. (A) **3555 North Bogan Road | Use Subject to County Commission Approval** | on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**
   (B) **3555 North Bogan Road | Variance** | from 17.215.040 to reduce the setback for agri-entertainment structures from 300 feet to 15 feet on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**
   (C) **3555 North Bogan Road | Variance** | from 17.215.040 to reduce the setback for agri-entertainment parking from 200 feet to 15 feet on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**

7. **2196 Centennial Drive | Use Subject to County Commission Approval |** on a 4.19± acre parcel located on the north side of Centennial Drive approximately 1,235 feet from its intersection with Centennial Circle | Zoned I-I; Tax Parcel 08013 003033 **| Proposed Use: food processing plant involving the further processing of animal or animal product** | ** Commission District 4 | Brian Jones, 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 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, August 24, 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, August 24, 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 Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

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.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: June 20, 2023

Subject: July 24, 2023 - Hall County Planning Commission Agenda

---

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the July 24, 2023 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **5351 Lanier Islands Parkway | Use Subject to County Commission Approval** | on a 17.14± acre tract located on the north side of Lanier Islands Parkway approximately 568 feet from its intersection with Carter Road | Zoned AR-III; Tax Parcel 08169 003011 (pt.) | **Proposed use: agri-entertainment** | ** Commission District 1 | **Keith D. & Chad Bell, applicant.** NOTE: This application was tabled at the May 15th Planning Commission meeting.

   a) **Engineering: :** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Comments on the last submittal.
   b) **Traffic:** Access permit from GDOT for connection to Lanier Islands Parkway.
   c) **Utilities:** Permit from environmental health may be required for portable bathrooms.

2. **8511 & 8515 Belton Bridge Road | Variance** | from 17.240.010 to reduce the road frontage requirement from 90 feet to 50 feet | on a 11.79± acre tract located on the south side of Belton Bridge Road, approximately 91 feet from its intersection with Forrester Road | Zoned AR-IV, Tax Parcel 12127 000092 & 000093 | **Proposed Use: 2-lot subdivision** | * Commission District 3 | **Robin Cole, applicant.**

   a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream.
   b) **Traffic:** No Comment
   c) **Utilities:** No Comment

3. (A) **3463 Leisure Lane | Variance** | from 17.240.010 to reduce the rear yard setback from 20 feet to 2 feet | on a 1.42± acre tract located on the north side of Leisure Lane, approximately 1,377 feet from its intersection with Griffin Drive | Zoned R-I; Tax Parcel 10145 000031 | **Proposed use: bring existing accessory building into compliance** | * Commission District 3 **| Carolann Justus, applicant.**
(B) **3463 Leisure Lane | Variance** | from 17.240.010 to reduce the rear yard setback from 20 feet to 13 feet | on a 1.42± acre tract located on the north side of Leisure Lane, approximately 1,377 feet from its intersection with Griffin Drive | Zoned R-I; Tax Parcel 10145 000031 | **Proposed use: bring existing accessory building into compliance** | * Commission District 3 **| Carolann Justus, applicant.**

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

4. (A) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, applicant.**
(B) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the right side yard setback from 10 feet to 4 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, applicant.**

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

5. **5961 Pocahontas Drive | Use Subject to County Commission Approval** | on a 5.30± acre tract located at the intersection of Pocahontas Drive and Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 **| Proposed use: 5-lot subdivision** | ** Commission District 2 **| Kimberly Zax, applicant.**

   a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream.
   FEMA and Hall County studied Flood plains present on site.
   b) **Traffic:** No Comment
   c) **Utilities:** City of Flowery Branch sewer district.

6. (A) **3555 North Bogan Road | Use Subject to County Commission Approval** | on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**
(B) **3555 North Bogan Road | Variance** | from 17.215.040 to reduce the setback for agri-entertainment structures from 300 feet to 15 feet on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**
(C) **3555 North Bogan Road | Variance** | from 17.215.040 to reduce the setback for agri-entertainment parking from 200 feet to 15 feet on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**

   a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream.
   b) **Traffic:** No Comment
   c) **Utilities:** City of Flowery Branch sewer district.

7. **2196 Centennial Drive | Use Subject to County Commission Approval |** on a 4.19± acre parcel located on the north side of Centennial Drive approximately 1,235 feet from its intersection with Centennial Circle | Zoned I-I; Tax Parcel 08013 003033 | **Proposed Use: food processing plant involving the further processing of animal or animal product** | ** Commission District 4 | Brian Jones, applicant.

   a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream.
   FEMA and Hall County studied Flood plains present on site.
   b) **Traffic:** Driveway must meet Hall County requirements.
   c) **Utilities:** City of Gainesville sewer district.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Thursday, June 22, 2023 2:51 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Monday, July 24, 2023 Hall County Planning Commission Meeting.

1. (A) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, applicant.**
   (B) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the right side yard setback from 10 feet to 4 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, 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

Print

Planning Commission Comments - August 7, 2023 - Submission #78733

Date Submitted: 8/4/2023

Comments completed in the form below will be submitted into the record for the August 7, 2023 meeting of the Hall County Planning Commission.

First Name*

Jane

Last Name*

Range

Address1*

200 E.E. Butler Parkway

Address2

City*

Gainesville

State*

GA

Zip*

30501

Zoning Item for Comment*

5. (A)/(B) 6178 Lake Lanier Heights Road | Variance(s)

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

August 4, 2023
VIA EMAIL
Hall County Planning Commission

RE: Variance Request of Nave Edelstein for 6178 Lake Lanier Heights Road/ Item 5 on the Agenda for August 7, 2023
Dear Commission Members,
I represent Holly Lawrance-Neyman, who is a neighbor and property owner at 6200 Lake Lanier Heights Road.
Previously, at the July 24 meeting of the Commission, the variance request(s) of Nave Edelstein were on the agenda and duly called for consideration by the Commission. The applicant/owner, Nave Edelstein, was not present at the meeting, and no one came forward to speak for the applicant or in favor of the application. The Board then provided the opportunity for the public in opposition to come forward and speak. That portion of the meeting was in compliance with the Zoning Procedures Law, O.C.G.A. Section 36-66-2 and the Hall County procedures adopted under the authority of the ZPL.
After the Chairman announced that the public hearing was closed, Mr. Braswell then proposed to reset the matter for the August 7 hearing date so the Commission could speak with the applicant. My client strongly objects that such procedure is outside the process as allowed under the ZPL and disadvantages the neighbors who were unable to hear the applicant's positions and rebut them in their portion of the hearing.
O.C.G.A. Section 36-66-2 reads:
(b) Consistent with the minimum procedures required by this chapter, local governments may:
(1) Provide by ordinance or resolution for such administrative officers, boards, or agencies as may be expedient for the efficient exercise of delegated, quasi-judicial zoning powers and to establish procedures and notice requirements for hearing before such quasi-judicial officers, boards, or agencies that are consistent with the minimum procedures provided for in this chapter to assure due process is afforded the general public; and
(2) Provide by ordinance or resolution for procedures and requirements in addition to or supplemental to those required by this chapter and, where so adopted, thereby establish the minimum procedures for such local government's exercise of zoning powers.

O.C.G.A. Section 36-66-5 provides ten minutes per side for comments as the minimum. The Planning Commission rules provide up to twenty-one minutes. However, the procedure also allows the applicant to speak, reserve rebuttal, then those in favor to speak and then those opposed to speak. That process assures both the applicant and the opposition an opportunity to direct attention to their evidence and rebut evidence of the other side.

In this case, the failure to strictly adhere to the public hearing procedures will do harm to the opportunity of the neighbors, including my client, to hear any argument of the applicant and rebut them. Such an ad hoc procedure adopted after the public hearing was closed and comment cut off for the opposition, violate the ZPL and the constitutional rights of the neighbors, including my client, to respond fully to any argument the applicant may make.

On behalf of my client, I strongly object to the departure from the law and adopted procedures of Hall County for a hearing in front of the Planning Commission on a variance.

Very truly yours,

Jane A. Range

JAR:alb/17006/W285169

Please write your comments in the box above.

File Upload

20230804153849324.pdf

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Provided at the 7-24-2023 PC Meeting

Provided at the 7-24-2023 PC Meeting

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT: NAVE EDELSTEIN
REQUEST: VARY THE LEFT SIDE YARD SETBACK FROM 10 FT TO 3 FT TO CONSTRUCT A RESIDENTIAL ADDITION.
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: AUG 7 2023
Time: 5:15 P.M.
IF APPEALED
COUNTY COMMISSION
Date: SEPT 14, 2023
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE IN IATION CALL (770) 531-6809
Jul 25, 2023 10:36:08
6168 Lanier Heights Drive
Buford
Hall County
Georgia

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT: NAVE EDELSTEIN
REQUEST: VARY THE RIGHT SIDE YARD SETBACK FROM 10FT TO 4FT TO CONSTRUCT A RESIDENTIAL ADDITION.
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: AUG 7, 2023
Time: 5:15P.M.
IF APPEALED
COUNTY COMMISSION
Date: SEPT 14, 2023
Time: 6:00P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL (770) 531-6809
Jul 25, 2023 10:37:28
6178 Lanier Heights Drive
Buford
Hall County
Georgia

AGENDA ITEM

Planning and Development

REPORT TO:	**Work Session (09/11/23)**
REPORT TO:	**Voting Meeting (09/14/23)**
ITEM NO:	482/2023
SUBJECT:	**5010 McKinzey Lane | Use Subject to County Commission Approval |** on a 3.05± acre tract located on the east side of McKinzey Lane at its intersection with Stephens Road | Zoned V-C, Tax Parcel 08089 001019 **| Proposed Use: 3-lot subdivision |** Commission District 2 **| Garry L. & Gale W. English, applicants.**

Meetings:

Work Session Date: 09/11/23 **Voting Meeting Date:** 09/14/23

Executive Summary:

Presenter: RD

Recommendation:

Approval

Conditions:

1. The property shall be subdivided into a maximum of 3 building lots in accordance with the requirements of the Vacation Cottage (V-C, 17.50) zoning district as detailed in 17.240, area and setback requirements. No variances are approved as part of this application.
2. A subdivision plat shall be reviewed for compliance with all applicable standards found in the Official Code of Hall County as part of the Hall County Plat Review process.
3. All conditions of zoning shall be made part of any plats created for the property.
4. 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."
5. The developer shall dedicate ten (10) feet of right of way along McKinzey Lane in order to bring the road up to county standards for a ditched section.

Purpose of Request: **History:**

5010 McKinzey Lane | Use Subject to County Commission Approval | on a 3.05± acre tract located on the east side of McKinzey Lane at its intersection with Stephens Road | Zoned V-C, Tax Parcel 08089 001019 | **Proposed Use: 3-lot subdivision** | Commission District 2 | **Garry L. & Gale W. English, applicants.**

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	Attorney	Administration
AD	RD	WLI	CR
Clerk			
JR			

Attachments:
Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign Photos

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

To: Richard Higgins, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Randi Doveton, Director of Planning & Development

Date: August 21, 2023

Subject: **5010 McKinzey Lane | Use Subject to County Commission Approval** | on a 3.05± acre tract **| Proposed Use: 3-lot subdivision** | **Garry L. & Gale W. English, applicants.**

The request before you is the request of Garry L. & Gale W. English for a Use Subject to County Commission Approval to allow a 3-lot subdivision. This item is located within Commission District 2.

At their August 7, 2023 meeting, the Hall County Planning Commission voted to recommend approval with five (5) conditions **(5-0)**.

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

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

Planning Commission Approval Conditions:

1. The property shall be subdivided into a maximum of 3 building lots in accordance with the requirements of the Vacation Cottage (V-C, 17.50) zoning district as detailed in 17.240, area and setback requirements. No variances are approved as part of this application.
2. A subdivision plat shall be reviewed for compliance with all applicable standards found in the Official Code of Hall County as part of the Hall County Plat Review process.
3. All conditions of zoning shall be made part of any plats created for the property.
4. 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."

5. The developer shall dedicate ten (10) feet of right of way along McKinzey Lane in order to bring the road up to county standards for a ditched section.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant ..... Garry L. & Gale W. English

Request ..... Use Subject to County Commission Approval

Proposed Use ..... 3-lot subdivision

Size ..... 3.05± acres

Zoning ..... Vacation Cottage (V-C, 17.50)

Location ..... **5010 McKinzey Lane** | Tax Parcel 08089 001019

Commission District ..... Two

Planning Commission Date ..... August 7, 2023

Staff Recommendation ..... **Approval as the proposed subdivision is consistent with the Lake Area Residential future land use classification of the Comprehensive Plan.**

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

Planning Commission Conditions:

1. The property shall be subdivided into a maximum of 3 building lots in accordance with the requirements of the Vacation Cottage (V-C, 17.50) zoning district as detailed in 17.240, area and setback requirements. No variances are approved as part of this application.

2. A subdivision plat shall be reviewed for compliance with all applicable standards found in the Official Code of Hall County as part of the Hall County Plat Review process.

3. All conditions of zoning shall be made part of any plats created for the property.

4. 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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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."

5. The developer shall dedicate ten (10) feet of right of way along McKinzey Lane in order to bring the road up to county standards for a ditched section.

Public Forum:

There were no comments in support or opposition.

Summary Analysis

The applicant is requesting county commission approval to subdivide a 3.05± acre parcel into three (3) residential building lots. Per the requirements of 17.50.040, uses permitted subject to approval of the county commission, within the Vacation Cottage (V-C, 17.50) zoning district, subdivisions require Board of Commissioner approval. The submitted narrative explains that the applicant intends to subdivide the property into three (3) building lots, with one lot to include an existing single-family home and new single-family residences to be constructed on the two new lots.

Within the Vacation Cottage (V-C, 17.50) zoning district, the following development standards are required:

Vacation Cottage (V-C, 17.50) Standard	Required	Proposed
Lot Area	35,000 square feet	Lot 1: 37,853.64 square feet Lot 2: 37,853.64 square feet Lot 3: 58,584.621 square feet
Lot Frontage	Collector Road: 90 feet	Lot 1: 212.99 feet Lot 2: 167.74 feet Lot 3: 288.99 feet
Lot Width at Building Line	75 feet	None Listed
Front Yard Setback	55 feet from centerline of road or 30 feet from property line	55 feet from centerline of road
Side Yard Setback	10 feet	10 feet
Rear Yard Setback	20 feet	20 feet

No variances were requested as part of this application.

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 and development of adjacent and nearby property; **The proposed use of three (3) residential lots is compatible with the development of nearby and adjacent property. Adjacent and nearby properties are found in a range**

of sizes, with some being smaller in size than what is proposed by the applicant while others are larger.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed use of a three (3) lot subdivision will not adversely affect the existing use or usability of adjacent or nearby properties.**

3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **Yes, the property has reasonable economic use as currently zoned, Vacation Cottage (V-C, 17.50), but the applicant cannot subdivide the property into three (3) lots without approval of the County Commission.**

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **If approved, the development of three (3) building lots should not cause an excessive or burdensome use of the existing streets, transportation facilities, etc.**

5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use of a 3-lot subdivision is consistent with the Comprehensive Plan's future land use classification of Lake Area Residential. In this land use classification, the recommended density is 1 dwelling unit per acre; the current proposal of 0.973 units per acre is within the recommendation.**

6. The extent to which property values are diminished by the existing zoning restrictions; **Unless the conditional use request is approved, the applicant will not be able to subdivide the property into three (3) lots.**

7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **Staff has not identified a hardship imposed on the property owner as the property is currently zoned.**

9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **The property is currently developed with a single family home, which was constructed in 1999.**

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; **This question is not applicable as there are no proposed changes to the zoning classification.**

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; **The subdivision of land within the Vacation Cottage zoning district (V-C, 17.50) requires County Commission approval.**

15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **This question is not applicable as there are no proposed changes to the zoning classification.**

16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **No, there should not be an ecological or pollution impact resulting from major modifications to the land if the request is granted.**

17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

Within the Vacation Cottage (V-C, 17.50) zoning district, subdivisions require conditional use approval from the Board of Commissioners.

17.380.050. - Submission requirements for a rezoning request

A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:

1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The applicant has submitted a narrative and site plan but did not specifically address the criteria listed in 17.380.060.C.**

2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district**. Proposal meets this requirement.**

C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **This is not applicable as the property will utilize an onsite septic or municipal sewer system.**

D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **This is not applicable as the property is less than 100 lots.**

Development Support and Constraints / Departmental Comments

Hall County Environmental Health
In an email dated July 3, 2023, Emily McGahee stated "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements."

Hall County Fire Marshal
In an email dated June 29, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated "McKinzey Lane as is does not meet the International Fire Codes listed below.

503.2.1 Dimensions.

Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders. The intent of the minimum 20' width is to provide space for fire apparatus to pass or get around one another during fire ground operations.

503.2.5 Dead ends.

Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an approved area for turning around fire apparatus. No approved turnaround constructed at end of McKinzey Lane will create hazardous conditions for emergency vehicles especially ladder trucks attempting to back out."

Hall County Public Works and Utilities
In a memo dated June 20, 2023, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:
Further subdivision of these lots will results in necessity of a storm water management plan if the total number of lots reaches more than 6.

Traffic:
Ten foot right-of-way dedication will be required along Mckinzey Lane in order to bring up to Hall County standard for ditched section. Driveways must meet Hall County driveways regulations.

Utilities
Flowery Branch sewer district but no feasible connection for sewer lines. Septic system shall comply with all Environmental Health requirements.

Georgia Department of Transportation

In an email dated July 6, 2023 from Parker Niebauer, D1TO Traffic Operations Supervisor, confirmed that this project will not require GDOT coordination.

- **Excerpts from the minutes of the August 7, 2023 meeting**

Applicant's Presentation:

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

Gary English, 5010 McKinzey Lane, Flowery Branch, presented the request.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Ms. Pilcher questioned if the applicant would be willing to add conditions regarding the agricultural statement and dedicate 10 feet of right-of-way along McKinzey Lane in order to bring the road up to county standards for a ditched section. The applicant agreed.

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

Conditions:

1. The property shall be subdivided into a maximum of 3 building lots in accordance with the requirements of the Vacation Cottage (V-C, 17.50) zoning district as detailed in 17.240, area and setback requirements. No variances are approved as part of this application.
2. A subdivision plat shall be reviewed for compliance with all applicable standards found in the Official Code of Hall County as part of the Hall County Plat Review process.
3. All conditions of zoning shall be made part of any plats created for the property.
4. 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."
5. The developer shall dedicate ten (10) feet of right of way along McKinzey Lane in order to bring the road up to county standards for a ditched section.

`

HZCU23-0032

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

HALL COUNTY
GEORGIA
We have it all in Hall

CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)
GARRY L & GALE W. ENGLISH
5010 McKINZEY LANE
FLOWERY BRANCH, GA 30542
Phone 770-654-2670
Email Address genglish1@bellsouth.net

Property Owner (Name & Mailing Address)
GARRY L & GALE W ENGLISH
5010 McKINZEY LANE
FLOWERY BRANCH, GA 30542
Phone 770-654-2670
Email Address genglish1@bellsouth.NET

Proposed Use SINGLE FAMILY RESIDENTIAL - 3-LOT Sub.

Contact Person (Name & Mailing Address)
GARRY ENGLISH
5010 McKINZEY LANE
FLOWERY BRANCH, GA 30542
Phone 770-654-2670
Email Address genglish1@bellsouth.net

Status of Applicant
- ✓ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☐ Other

Requested Action
Permissive Use:
☐ HCPC ☑ HCC
Fee:$ 300.00
Receipt #: 859146
Check #: 133

Zoning: V-C
Acreage 3.083

Tax Parcel Number 08089 001019
Location Address 5010 McKINZEY LANE, FLOWERY BRANCH, GA 30542

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

Sign Garry L English Date: 6-2-2023

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: 6/2/23
Taken by: Kate [illegible]
Tentative Planning Commission Date: 8/7/23
Tentative County Commission Date: _____
County Commission District: 2

PLANNING AND DEVELOPMENT DEPARTMENT
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HALL COUNTY
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CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

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

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

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

I have**____ I have not X

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Garry L English **Date:** JUNE 2, 2023

Applicant's/Owner's Name (Printed): GARRY L. ENGLISH

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD GAINESVILLE GA 30504
MAILING ADDRESS PO BOX 1436 GAINESVILLE GA 30503
T 770-531-6809 | F 770-531-3902

HALL COUNTY
We have it all in Hall

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

I have**____ I have not ✓

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Gale W. English **Date:** 6/2/23

Applicant's/Owner's Name (Printed): Gale W. English

Garry & Gale English

5010 McKinzey Lane Flowery Branch, GA 30542

Conditional Use Application

June 2, 2023

Sub Divide 3.083 Acres along McKinzey Lane

Hall County, Georgia

Requested by:
Garry L & Gale W English
5010 McKinzey Lane
Flowery Branch, GA 30542

Garry L & Gale W English respectfully request to subdivide the existing 3.083 Acres tract of land into 3 lots as shown on the attached proposed plat. The property is zoned V-C. The existing property currently has one single family residential dwelling on the property. The desire is to sub-divide the property with 2 additional lots for the purpose of 2 additional single family residential dwellings. These 2 additional dwellings shall be constructed in accordance to all Federal, State and Hall County building codes and requirements.

Respectfully Submitted,

Garry L English

Garry L English

Gale W. English

Gale W English

5010 McKinzey Lane
Flowery Branch, GA 30542

TOTAL = 3.083 ACRES

134,291.932 SQUARE FEET

LEGEND
BOC = BACK OF CURB
BSL = BUILDING SETBACK LINE
P/L = PROPERTY LINE
R/W = RIGHT OF WAY
LL = LAND LOT
LLL = LAND LOT LINE
N/F = NOW OR FORMERLY
M/P# = TAX MAP / PARCEL NO.
POB = POINT OF BEGINNING
NTS = NOT TO SCALE
IPF = IRON PIN FOUND
IPS = IRON PIN SET
COR MON = USCGE MONUMENT
RB = REBAR
CTP = CRIMP TOP PIPE
OTP = OPEN TOP PIPE
SQ. ROD = SQUARE ROD
AIF = ANGLE IRON FOUND
CMP = CORRUGATED METAL PIPE
RCP = REINFORCED CONC. PIPE

LEGEND
WM = WATER METER
WV = WATER VALVE
⚡ = PP = POWER POLE
LP = LIGHT POLE
SP = SERVICE POLE
CP = COMMUNICATIONS POST
TR = TRANSFORMER
CO = SEWER CLEAN-OUT
MB = MAILBOX
SS = SANITARY SEWER
MH = MAN HOLE
FFE = FINISHED FLOOR ELEV.
FH = FIRE HYDRANT
---G--- = GAS LINE
---P--- = POWER LINE
---SS--- = SANITARY SEWER LINE
---FM--- = SANITARY FORCE MAIN
---T--- = TELEPHONE LINE
---W--- = WATER LINE
---X--- = FENCE LINE

THIS BLOCK RESERVED FOR THE CLERK OF SUPERIOR COURT

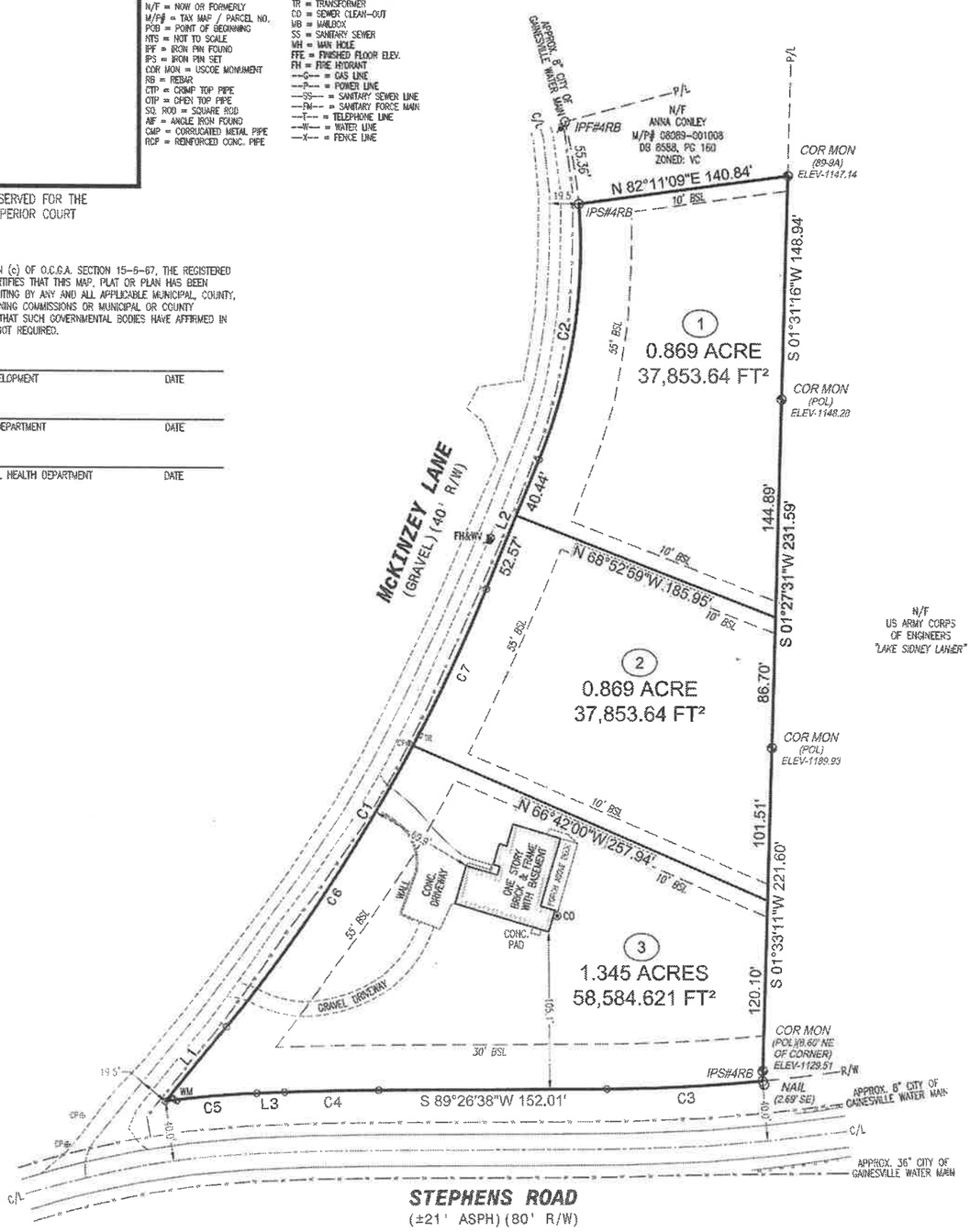
SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (c) OF O.C.G.A. SECTION 15-6-67, THE REGISTERED LAND SURVEYOR HEREBY CERTIFIES THAT THIS MAP, PLAT OR PLAN HAS BEEN APPROVED FOR FILING IN WRITING BY ANY AND ALL APPLICABLE MUNICIPAL, COUNTY, OR MUNICIPAL-COUNTY PLANNING COMMISSIONS OR MUNICIPAL OR COUNTY GOVERNING AUTHORITIES OR THAT SUCH GOVERNMENTAL BODIES HAVE AFFIRMED IN WRITING THAT APPROVAL IS NOT REQUIRED.

HALL COUNTY PLANNING DEVELOPMENT — DATE

HALL COUNTY ENGINEERING DEPARTMENT — DATE

HALL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT — DATE



Course	Bearing	Distance
L1	N 39°11'04" E	64.39'
L2	N 22°04'58" E	93.01'
L3	S 87°38'26" W	18.48'

Curve	Radius	Length	Chord	Chord Bear.
C1	1140.00'	340.27'	339.01'	N 30°38'01" E
C2	375.00'	173.70'	172.15'	N 08°48'48" E
C3	1151.43'	104.21'	104.18'	S 86°51'04" W
C4	2000.00'	62.95'	62.95'	S 88°32'32" W
C5	616.41'	61.30'	61.28'	S 84°47'29" W
C6	1140.00'	225.05'	224.68'	N 33°31'45" E
C7	1140.00'	115.22'	115.17'	N 24°58'41" E

HALL COUNTY - STREAM BUFFER PROTECTION
ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK.
HALL COUNTY CODE § 8.170.070

IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE.
HALL COUNTY § 17.225.040

SUBDIVISION SURVEY FOR:

GARRY ENGLISH

LAND LOT 89
8TH DISTRICT
FLOWERY BRANCH G.M.D. 1270
HALL COUNTY, GEORGIA
PLAT DATE: MAY 26, 2023
REVISIONS:

60 0 60 120 180
GRAPHIC SCALE - 1"=60'

McCLURE SURVEYING, INC.
2505 JOHNSON DRIVE - SUITE D
CUMMING, GA 30040
O: (470) 297-5592 O: (770) 889-0281
CERTIFICATE OF AUTHORIZATION: LSF001203
NATHAN@MCCLURESURVEYING.COM
WWW.MCCLURESURVEYING.COM

N

THIS SURVEY AND IT'S FINDINGS DOES NOT CONSTITUTE A TITLE SEARCH OR TITLE OPINION BY McCLURE SURVEYING, INC. AS LAND SURVEYORS. ALL DATA USED FOR THE LOCATION OF PROPERTY LINES, EASEMENTS, ADJOINING OWNERS, ETC. WAS GAINED FROM PUBLIC RECORDS, THE CLIENT, OR OTHER SOURCES AS REFERENCED. NO ABSTRACT OF TITLE OR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE PROVIDED TO THE SURVEYOR, UNLESS OTHERWISE NOTED. OTHER DOCUMENTS OR SITUATIONS MAY EXIST THAT WOULD AFFECT THIS PROPERTY, AS WITH ANY LAND TRANSACTION, A TITLE SEARCH AND CERTIFICATE IS RECOMMENDED IN CONJUNCTION WITH THIS SURVEY, OR YOU MUST CONSULT A COMPETENT TITLE ATTORNEY.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS OF PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS 15-6-67, 43-15-4, 43-15-6, 43-15-19, 43-15-22.

PROPERTY OWNER ACKNOWLEDGES THAT ANY SEPTIC SYSTEMS CONFORM TO ALL SETBACK REQUIREMENTS. APPROVAL OF PLAT DOES NOT GUARANTEE THAT THE HALL COUNTY HEALTH DEPARTMENT WILL ISSUE A SEPTIC SYSTEM PERMIT.
STATE WATERS ARE LOCATED ON THIS PROPERTY.

DATE OF SURVEY: DECEMBER 13, 2021

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 181,085 FEET AN ANGULAR ERROR OF 04 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARED METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE TO WITHIN ONE FOOT IN 105,372 FEET.

BEARINGS SHOWN ARE BASED ON ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION AND ARE SUBJECT TO FIELD CONDITIONS.

THE EQUIPMENT USED FOR ANGULAR AND DISTANCE MEASUREMENTS WAS A LEICA ROBOTIC TOTAL STATION, TS12.

THIS PROPERTY IS NOT LOCATED WITHIN THE 100-YEAR FLOOD HAZARD AREA AS PER FLOOD INSURANCE RATE MAP NO. 13139C0281G, DATED 4-4-18.

ACCORDING TO HALL COUNTY GIS, THIS PROPERTY DOES NOT LIE WITHIN ANY FUTURE FLOODPLAIN AREA.

NOTES & REFERENCES
1. TAX MAP/PARCEL
   PART OF #08089-001019
2. PARCEL IS ZONED V-C
   FRONT - 55 FEET FROM C/L
   FRONT - 30 FEET FROM P/L
   (WHICHEVER IS GREATER)
   SIDE - 10 FEET
   REAR - 20 FEET
   REAR - 0 FEET WHEN PROPERTY ABUTS USACE PROPERTY (LAKE SIDNEY LANIER)
3. DEED BOOK 2332 PAGE 195
4. PLAT BOOK 23 PAGE 106
5. PLAT BOOK 96 PAGE 246
6. PLAT BOOK 416 PAGE 249A
7. PLAT FOR GARRY ENGLISH, BY McCLURE SURVEYING, INC., DATED MAY 3, 2021,

Surveyor's Certificate
"It is hereby certified that all monuments and improvements shown hereon actually exist except as otherwise indicated and that their locations, size, type, and material are correctly shown.
By: Nathan M. McClure
Registered Georgia Land Surveyor No. 3086

GEORGIA REGISTERED NO. 3086 PROFESSIONAL LAND SURVEYOR NATHAN M. McCLURE

JOB NO. 21176

Applicant: GARRY L. & GALE W. ENGLISH

Tax Parcel #: 08089 001019

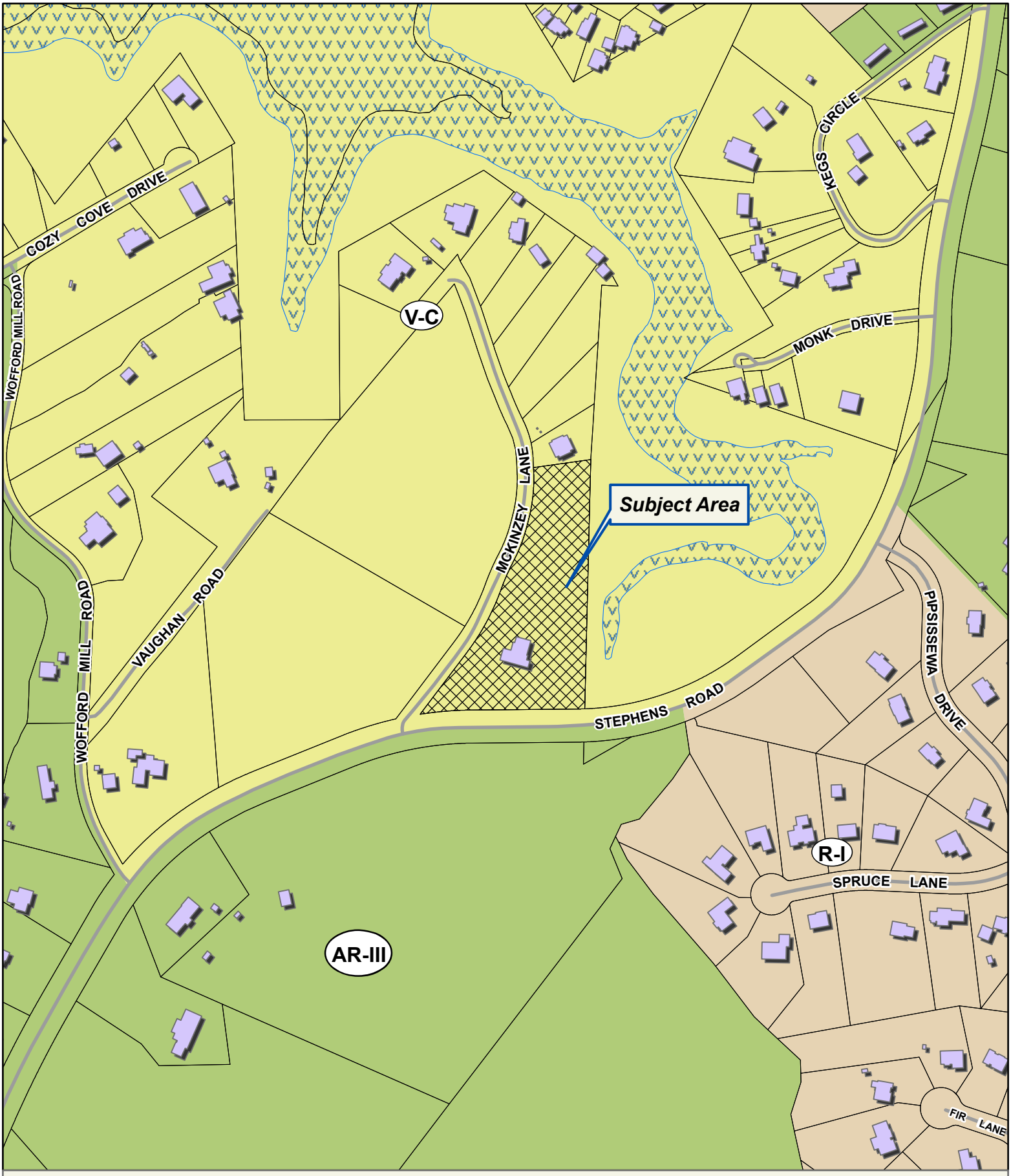
Location: 5010 MCKINZEY LANE, FLOWERY BRANCH, GA 30542

Commission District 2 **PC Mtg. Date: 08/07/23**

0 250 500 1,000
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: GARRY L. & GALE W. ENGLISH

Tax Parcel #: 08089 001019

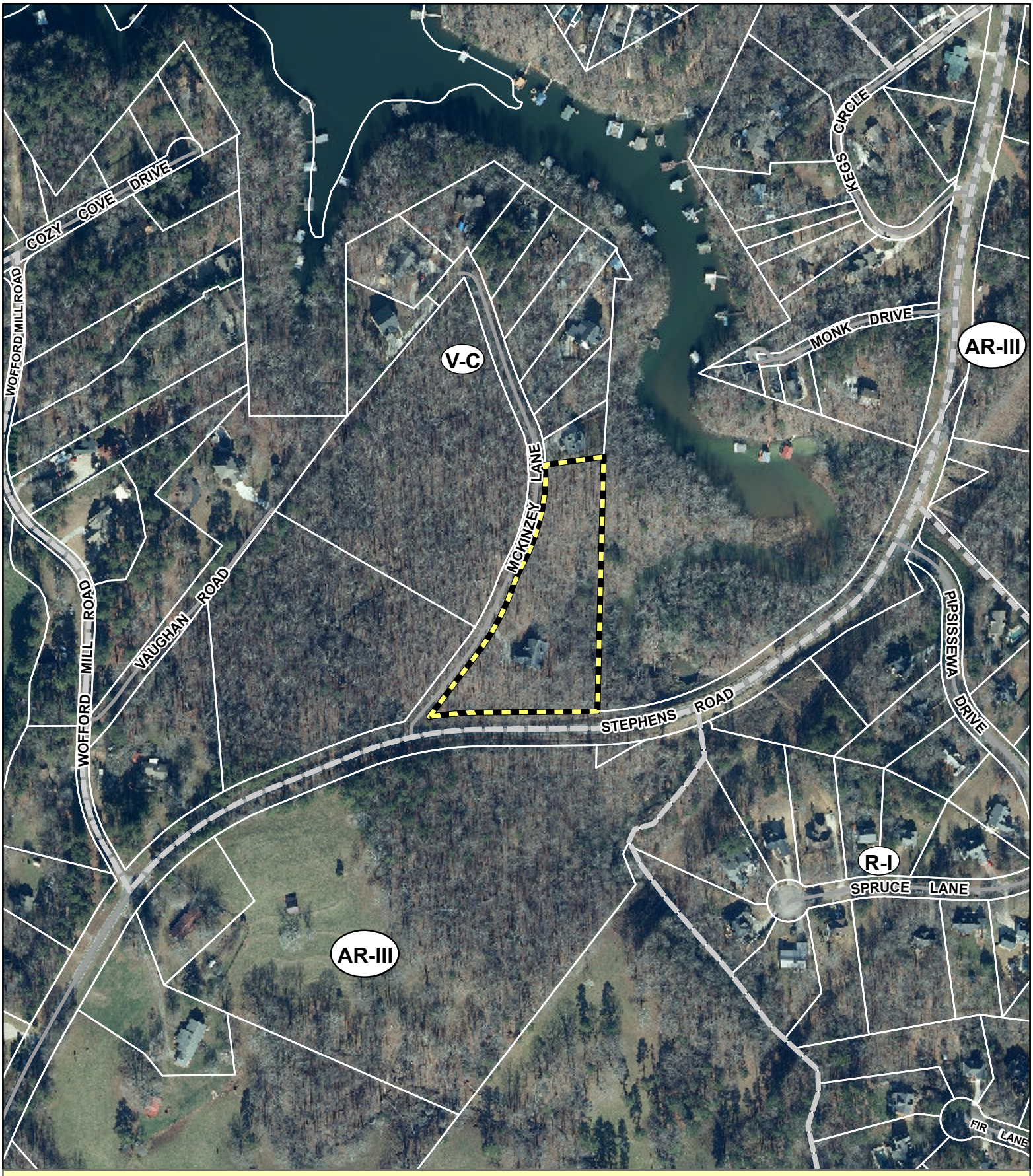
Location: 5010 MCKINZEY LANE, FLOWERY BRANCH, GA 30542

Commission District 2 **PC Mtg. Date: 08/07/23**

0 75 150 300
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



Applicant: GARRY L. & GALE W. ENGLISH

Tax Parcel #: 08089 001019

Location: 5010 MCKINZEY LANE, FLOWERY BRANCH, GA 30542

Commission District 2 **PC Mtg. Date: 08/07/23**

0 75 150 300
Feet

Zoning Boundary
City Limits
Subject Area

N

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Monday, July 3, 2023 8:08 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 8.7.23

Please find Environmental Health comments below:

Item 1A-C, 6814 Cleveland Hwy, McIntyre: No comment.

Item 2, 5571 Our Road, Dragomirescu: All proposed structures must meet required setbacks to existing septic system

Items 3A/B, 6956 Dee Lane, Johnson: All proposed structures must meet required setbacks to existing septic system and future repair areas.

Item 4, 5010 McKinzey Lane, English: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 5, 7896 Calvary Cross Road, Candler Road Estate: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 6, O Candler Road, Dunagan: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: soil evaluation, and septic system installation may be required after review of business plan.

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: Thursday, July 6, 2023 9:01 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Cc: Peevy, Jonathan; Chavers, Veronica E; Nembhard, Nakia L
Subject: RE: Tentative Planning Agenda for August 7, 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.

The new business items below will require GDOT coordination

5. Candler Rd Estate, Calvary Cross Rd
6. Paden M Dunagan, Candler Rd

Thank you,

Parker Niebauer
D1TO 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: Wednesday, June 28, 2023 3:58 PM
Subject: Tentative Planning Agenda for August 7, 2023

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, August 7, 2023** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, July 7th**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – July 24, 2023

OLD BUSINESS

1. **(A) 6814 Cleveland Highway | Rezone |** from Agricultural Residential-IV and Highway Business (H-B) to Light Industrial (I-I) on a 2.92± acre tract located on the east side of Cleveland Highway, approximately 325 from its intersection with Old Cleveland Highway | Zoned AR-IV and H-B; Tax Parcel 12084 000057 **| Proposed use: truck terminal |** ** Commission District 3 **| Ronald McIntyre, LLC, applicant.**
   (B) 6814 Cleveland Highway | Use Subject to County Commission Approval | on a 2.92± acre tract located on the east side of Cleveland Highway, approximately 325 from its intersection with Old Cleveland Highway | Zoned AR-IV and H-B; Tax Parcel 12084 000057 **| Proposed use: outdoor storage within the Gateway Corridors Overlay District (GCOD) |** ** Commission District 3 **| Ronald McIntyre, LLC, applicant.**
   (C) 6814 Cleveland Highway | Variance | from the non-residential development standards in the Gateway Corridors Overlay District (GCOD) **|** on a 2.92± acre tract located on the east side of Cleveland Highway, approximately 325 from its intersection with Old Cleveland Highway | Zoned AR-IV and H-B; Tax Parcel 12084 000057 **| Proposed use: truck terminal |** ** Commission District 3 **| Ronald McIntyre, LLC, applicant.**

NEW BUSINESS

2. **5571 Our Road | Variance** | from 17.240.010 to reduce the right side yard setback from 10 feet to 5 feet | on a 0.24± acre tract located at the terminus of Our Road | Zoned V-C, Tax Parcel 08089A002027 **| Proposed Use: attached garage** | * Commission District 2 **| Concord Commercial Contracting Co. Inc. / Alexandru Dragomirescu, applicant.**

3. **(A) 6956 Dee Lane | Variance** | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of the road to 50 feet from centerline of the road | on a 0.37± acre tract located on the east side of Dee Lane, approximately 265 feet from its terminus | Zoned V-C, Tax Parcel 11130 000004B **| Proposed Use: detached garage** | * Commission District 2 **| Sharon & Chris Johnson, applicant.**
   (B) 6956 Dee Lane | Variance | from 17.240.010 to reduce the left yard setback from 10 feet to 5 feet | on a 0.37± acre tract located on the east side of Dee Lane, approximately 265 feet from its terminus | Zoned V-C, Tax Parcel 11130 000004B **| Proposed Use: detached garage** | * Commission District 2 **| Sharon & Chris Johnson, applicant.**

4. **5010 McKinzey Lane | Use Subject to County Commission Approval** | on a 3.05± acre tract located on the east side of McKinzey Lane at its intersection with Stephens Road | Zoned V-C, Tax Parcel 08089 001019 **| Proposed Use: 3-lot subdivision** | ** Commission District 2 **| Garry L. & Gale W. English, applicants.**

5. **7896 Calvary Cross Road | Rezone |** from Planned Commercial Farm District (PCFD) to Planned Residential Development (PRD) on a 53.98± acre tract located on north side of Calvary Cross Road at its intersection with Lula Road | Zoned PCFD; Tax Parcel 12104 000005 **| Proposed use: 12-lot subdivision |** ** Commission District 3 **| Candler Road Estate, applicant.**

6. **0 Candler Road | Rezone |** from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) within the Gateway Corridors Overlay District (GCOD) on a 51.47± acre tract located on the west side of Candler Road approximately 1840 feet from its intersection with Lee Land Road | Zoned AR-IV; Tax Parcel 15031A000001 **| Proposed use: welding service |** ** Commission District 3 **| Paden M. Dunagan, 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 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, September 14, 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, September 14, 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 Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

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.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: July 6, 2023

Subject: August 7, 2023 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the August 7, 2023 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **(A) 6814 Cleveland Highway | Rezone |** from Agricultural Residential-IV and Highway Business (H-B) to Light Industrial (I-I) on a 2.92± acre tract located on the east side of Cleveland Highway, approximately 325 from its intersection with Old Cleveland Highway | Zoned AR-IV and H-B; Tax Parcel 12084 000057 **| Proposed use: truck terminal |** ** Commission District 3 **| Ronald McIntyre, LLC, applicant.**

   (B) 6814 Cleveland Highway | Use Subject to County Commission Approval | on a 2.92± acre tract located on the east side of Cleveland Highway, approximately 325 from its intersection with Old Cleveland Highway | Zoned AR-IV and H-B; Tax Parcel 12084 000057 **| Proposed use: outdoor storage within the Gateway Corridors Overlay District (GCOD) |** ** Commission District 3 **| Ronald McIntyre, LLC, applicant.**

   (C) 6814 Cleveland Highway | Variance | from the non-residential development standards in the Gateway Corridors Overlay District (GCOD) **|** on a 2.92± acre tract located on the east side of Cleveland Highway, approximately 325 from its intersection with Old Cleveland Highway | Zoned AR-IV and H-B; Tax Parcel 12084 000057 **| Proposed use: truck terminal |** ** Commission District 3 **| Ronald McIntyre, LLC, applicant.**

   a) Engineering: : The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   To include detention/ Water quality
   b) Traffic: GDOT permit would be required for any required driveway modifications.
   c) Utilities: No sanitary sewer in area.

2. **5571 Our Road | Variance** | from 17.240.010 to reduce the right side yard setback from 10 feet to 5 feet | on a 0.24± acre tract located at the

terminus of Our Road | Zoned V-C, Tax Parcel 08089A002027 | **Proposed Use: attached garage** | * Commission District 2 **| Concord Commercial Contracting Co. Inc. / Alexandru Dragomirescu, applicant.**

a) **Engineering:** Must remain clear of Corp of Engineer property.
b) **Traffic:** No Comment
c) **Utilities:** No Comment

3. **(A) 6956 Dee Lane | Variance** | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of the road to 50 feet from centerline of the road | on a 0.37± acre tract located on the east side of Dee Lane, approximately 265 feet from its terminus | Zoned V-C, Tax Parcel 11130 000004B **| Proposed Use: detached garage** | * Commission District 2 **| Sharon & Chris Johnson, applicant.**

   (B) 6956 Dee Lane | Variance | from 17.240.010 to reduce the left yard setback from 10 feet to 5 feet | on a 0.37± acre tract located on the east side of Dee Lane, approximately 265 feet from its terminus | Zoned V-C, Tax Parcel 11130 000004B **| Proposed Use: detached garage** | * Commission District 2 **| Sharon & Chris Johnson, applicant.**

   a) **Engineering:** Must remain clear of Army Corp of Engineer property
   b) **Traffic:** No comment
   c) **Utilities:** No Comment

4. **5010 McKinzey Lane | Use Subject to County Commission Approval** | on a 3.05± acre tract located on the east side of McKinzey Lane at its intersection with Stephens Road | Zoned V-C, Tax Parcel 08089 001019 **| Proposed Use: 3-lot subdivision** | ** Commission District 2 **| Garry L. & Gale W. English, applicants.**

   a) **Engineering:** Further subdivision of these lots will results in necessity of a storm water management plan if the total number of lots reaches more than 6.
   b) **Traffic:** Ten foot right-of-way dedication will be required along Mckinzey Lane in order to bring up to Hall County standard for ditched section. Driveways must meet Hall County driveways regulations.
   c) **Utilities:** Flowery Branch sewer district but no feasible connection for sewer lines. Septic system shall comply with all Environmental Health requirements.

5. **7896 Calvary Cross Road | Rezone |** from Planned Commercial Farm District (PCFD) to Planned Residential Development (PRD) on a 53.98± acre tract located on north side of Calvary Cross Road at its intersection with Lula Road | Zoned PCFD; Tax Parcel 12104 000005 **| Proposed use: 12-lot subdivision |** ** Commission District 3 **| Candler Road Estate, applicant.**

   a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds

for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream.

b) **Traffic:** GDOT permit will be required for driveways on Lula Road (SR52). Driveways on Calvary Cross Road must meet Hall County requirements.

c) **Utilities:** Hall county sewer district but no feasible sewer connection.

6. **0 Candler Road | Rezone |** from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) within the Gateway Corridors Overlay District (GCOD) on a 51.47± acre tract located on the west side of Candler Road approximately 1840 feet from its intersection with Lee Land Road | Zoned AR-IV; Tax Parcel 15031A000001 **| Proposed use: welding service |** ** Commission District 3 **| Paden M. Dunagan, applicant.**

a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream.
FEMA and Hall County studied Flood plains present on site.

b) **Traffic:** Proposed driveways ties into existing Candler Road (SR60) driveways, however, GDOT will need to approve expanded use of existing driveway.

c) **Utilities:** City of Gainesville sewer district.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Thursday, June 29, 2023 2:36 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning); Michael Vieira (Fire Services)
Subject: Fire Comments

Monday, August 7, 2023 Hall County Planning Commission Meeting.

1. **5010 McKinzey Lane | Use Subject to County Commission Approval** | on a 3.05± acre tract located on the east side of McKinzey Lane at its intersection with Stephens Road | Zoned V-C, Tax Parcel 08089 001019 **| Proposed Use: 3-lot subdivision** | ** Commission District 2 **| Garry L. & Gale W. English, applicants.**

Hall County Fire Marshal Office Comments: McKinzey Lane as is does not meet the International Fire Codes listed below.

503.2.1 Dimensions.
Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders. The intent of the minimum 20' width is to provide space for fire apparatus to pass or get around one another during fire ground operations.

503.2.5 Dead ends.
Dead-end fire apparatus access roads in excess of 150 feet in length shall be provided with an *approved* area for turning around fire apparatus. No approved turnaround constructed at end of McKinzey Lane will create hazardous conditions for emergency vehicles especially ladder trucks attempting to back out.

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: Garry L. & Gale W. English

REQUEST: Use Subject To County Commission Approval For A 3-Lot Subdivision.

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: August 7, 2023

Time: 5:15 p.m.

&

COUNTY COMMISSION

Date: Sept. 14, 2023

Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL (770) 531-6809

ZONING NOTICE

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

APPLICANT: GARRY L. & GALE W. ENGLISH

REQUEST: USE SUBJECT TO COUNTY COMMISSION APPROVAL FOR A 3-LOT SUBDIVISION IN V-C.

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: August 7, 2023
Time: 5:15pm

&

COUNTY COMMISSION
Date: Sept. 14, 2023
Time: 6:00pm

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL (770) 531-6809

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD
TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT
GARRY L & GALE W. ENGLISH
REQUEST
USE SUBJECT TO COUNTY COMMISSION APPROVAL
FOR A 3-LOT SUBDIVISION IN V-C.
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
DATE: August 7, 2023
TIME: 5:00
&
COUNTY COMMISSION
DATE: Sept 14, 2023
TIME: 6:00 p.m.
FOR ADDITIONAL INFORMATION, CALL (770) 531-6589

ZONING NOTICE

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT: GARRY L. & GALE W. ENGLISH
REQUEST: USE SUBJECT TO COUNTY COMMISSION APPROVAL FOR A 3-LOT SUBDIVISION.
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: August 7, 2023
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: Sept. 14 2023
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL (770) 531-6809

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APPLICANT: GARRY L. & GALE W. ENGLISH
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HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL (770) 531-6809

AGENDA ITEM

Planning and Development

REPORT TO:	**Work Session (09/11/23)**
REPORT TO:	**Voting Meeting (09/14/23)**
ITEM NO:	481/2023
SUBJECT:	**5351 Lanier Islands Parkway | Use Subject to County Commission Approval |** on a 17.14± acre tract located on the north side of Lanier Islands Parkway approximately 568 feet from its intersection with Carter Road | Zoned AR-III; Tax Parcel 08169 003011 (pt.) **| Proposed use: agri-entertainment |** Commission District 1 **| Keith D. & Chad Bell, applicant.**

Meetings:

Work Session Date: 09/11/23 **Voting Meeting Date:** 09/14/23

Executive Summary:

Presenter: RD

Recommendation:

Approval.

Conditions:

1. The agri-entertainment business shall operate as described in the narrative dated May 15, 2023 and depicted on the site plan dated January 31, 2022.
2. A variance is granted for the building setback requirement for agri-entertainment structures, reducing the setback from 300 feet to 240 feet.
3. A variance is granted to the parking area setback, reducing the setback from 200 feet to 160 feet.
4. With the exception of permitting gravel parking, the non-residential development shall be subject to the standards of the Gateway Corridors Overlay District (GCOD, 17.420). No other variances are granted from these standards
5. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.
6. Per, 2.60.060. – effective period of approved applications, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
7. The business license associated with this use shall go before the Hall County Planning Commission and the Board of Commissioners for renewal after a period of three years.

Purpose of Request: **History:**

5351 Lanier Islands Parkway | Use Subject to County Commission Approval | on a 17.14± acre tract located on the north side of Lanier Islands Parkway approximately 568 feet from its intersection with Carter Road | Zoned AR-III; Tax Parcel 08169 003011 (pt.) | **Proposed use: agri-entertainment |** Commission District 1 | **Keith D. & Chad Bell, applicant.**

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

Approvals:

Submit	Approve	Attorney	Administration
AD	RD	WLI	CR
Clerk			
JR			

Attachments:

Board Memo
Recommendation Report
Application
Updated Narrative
Original Narrative
Updated Site Plan
Original Site Plan
Maps
Existing Conditions
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Public Comment
Notice Sign Photos

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

To: Richard Higgins, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Randi Doveton, Director of Planning & Development

Date: August 21, 2023

Subject: **5351 Lanier Islands Parkway | Use Subject to County Commission Approval |** on a 17.14± acre tract **| Proposed use: agri-entertainment | Keith D. & Chad Bell, applicant.**

The request before you is the request of Keith D. & Chad Bell for a Use Subject to County Commission Approval to allow agri-entertainment. This item is located within Commission District 1.

At their August 7, 2023 meeting, the Hall County Planning Commission voted to recommend approval with seven (7) conditions **(5-0)**.

There was one (1) **comment submitted** in advance of the Planning Commission meeting, **one (1) person spoke in favor, and one (1) person spoke in opposition during the public hearing.**

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

Planning Commission Approval Conditions:

1. The agri-entertainment business shall operate as described in the narrative dated May 15, 2023 and depicted on the site plan dated January 31, 2022.
2. A variance is granted for the building setback requirement for agri-entertainment structures, reducing the setback from 300 feet to 240 feet.
3. A variance is granted to the parking area setback, reducing the setback from 200 feet to 160 feet.
4. With the exception of permitting gravel parking, the non-residential development shall be subject to the standards of the Gateway Corridors Overlay District (GCOD, 17.420). No other variances are granted from these standards
5. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.

6. Per, 2.60.060. – effective period of approved applications, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
7. The business license associated with this use shall go before the Hall County Planning Commission and the Board of Commissioners for renewal after a period of three years.

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant.....Keith D. & Chad Bell

Request.....Use Subject to County Commission Approval

Proposed Use.....Agri-entertainment

Size.....17.14± acres

Zoning.....Agricultural Residential III (AR-III, 17.110)

Location.....**5351 Lanier Islands Parkway** | Tax Parcel 08169 003011 (pt.)

Commission District.....One

Planning Commission Date.....August 7, 2023

Staff Recommendation..... **Denial, as the proposed request is inconsistent with the Lake Area Residential future land use designation in the Comprehensive Plan.**

Planning Commission Recommendation……Approval, with conditions

Vote: 5-0

Planning Commission Conditions:

1. The agri-entertainment business shall operate as described in the narrative dated May 15, 2023 and depicted on the site plan dated January 31, 2022.
2. A variance is granted for the building setback requirement for agri-entertainment structures, reducing the setback from 300 feet to 240 feet.
3. A variance is granted to the parking area setback, reducing the setback from 200 feet to 160 feet.
4. With the exception of permitting gravel parking, the non-residential development shall be subject to the standards of the Gateway Corridors Overlay District (GCOD, 17.420). No other variances are granted from these standards
5. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.
6. Per, 2.60.060. – effective period of approved applications, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.

7. The business license associated with this use shall go before the Hall County Planning Commission and the Board of Commissioners for renewal after a period of three years.

Public Forum:

Chanda Bell, 5927 Peacock Lane, Hoschton, spoke in favor. Spoke about property preservation.

Kristi Burroughs, 119 Holiday Road, Buford, spoke in opposition. Concerns were traffic, noise, lack of traffic lights, and safety.

Summary Analysis

The applicant is requesting conditional use approval from the County Commission for an agri-entertainment business located on the 17.14± acre parcel. Within the Agricultural-Residential-III (AR-III, 17.110), agri-entertainment businesses are a use subject to the approval of the County Commission, resulting in the current application.

The proposed agri-entertainment business will include a 3-acre corn maze, pumpkin patch, wagon rides, children's activities, and a walk-through Christmas light tour. Other activities will include a ground-level jumping pillow, a playground, a corn pit, antique tractors for pictures, a picnic area, and wagon-ride farm tours of the property. The jumping pillow and corn pit will be located in the area designated kids activity area on the site plan. The applicant's narrative states that there is an intent to sell pumpkins on the property when in season, but much of their pumpkin sales will originate from pumpkins they purchase for resale.

The narrative describes plans to have a market to sell soft drinks, waters, and pre-packaged snacks. Additionally, there will be an area for food vendors, which will include portable lighting and a 30 foot by 60 foot covered pole barn to be used as a picnic area. Within the pole barn will be an area dedicated to the sale of pre-packaged snacks. Portable bathrooms will also be used.

The narrative specifies that the agri-entertainment business is intended to operate from September through the end of the year, as outlined in the chart below:

Month	Days	Hours
September	Thursday – Sunday	10:00am – 10:00pm
October – Mid November	Daily	10:00am – 10:00pm
Mid November - December	Sunday – Thursday Friday & Saturday	dusk – 9:00pm dusk – 11:00pm

It should be noted that the above described activities are not depicted in this level of detail on the site plan. The submitted site plan shows a parking area with 112 spaces immediately adjacent to Lanier Islands Parkway, a proposed building, and a proposed corn maze (3.268 acres in area).

The applicant is requesting two (2) variances from the conditions of an agri-entertainment business. Specifically, the applicant has requested relief from the following conditions:

- The structure that will house the agri-entertainment event shall be located a minimum of 300 feet from any property lines of a different owner.
    - *The applicant has proposed a 20% reduction for the building setback, reducing the required setback to 240 feet. The proposal **does not meet** this condition.*
- All parking for an agri-entertainment event shall be located a minimum of 200 feet from any property lines of a different owner.
    - *The applicant has proposed a 20% reduction for the parking setback requirement, reducing the required setback to 160 feet. The proposal **does not meet** this condition.*

The subject property also falls within the Gateway Corridors Overlay District (GCOD, 17.420), which provides supplemental development standards for non-residential uses. Within the GCOD, all parking areas shall be paved with asphalt or concrete. An additional variance will be needed to permit a gravel parking area.

Based on the future land-use plan, staff finds the *requested conditional use inconsistent* with the future land use classification of Lake Area Residential character area in the Comprehensive Plan.

Zoning Analysis

Per 17.215.040, conditions and regulations for agri-entertainment:

A. A Hall County Business License shall be required if the zoning request is approved for the agri-entertainment events.
    - *The applicant will be required to obtain a Hall County Business License, subject to the below conditions and any additional conditions added, prior to beginning operation.*
B. The property shall be used for the purpose of providing an agri-entertainment venue, as provided for in section 17.215.030(A).
    - *The proposed uses are consistent with those described in section 17.215.030(A).*
C. The structure that will house the agri-entertainment event shall be located a minimum of 300 feet from any property lines of a different owner.
    - *The applicant has proposed a 20% reduction for the building setback, with the proposed structure located 240 feet from the right side property line.*
D. All parking for an agri-entertainment event shall be located a minimum of 200 feet from any property lines of a different owner.
    - *The applicant has proposed a 20% reduction for the parking setback, with the proposed parking area located 160 feet from the right side property line*
E. Parking shall be permitted on grass or gravel.
    - *The applicant's narrative states that the parking area will be gravel.*
F. The agri-entertainment event barn or primary event structure shall be permitted to be constructed only on the property described.
    - *The applicant intends to construct a 30 foot by 60 foot covered pavilion for picnic tables, if the agri-entertainment use is approved.*
G. The maximum number of attendees to occupy any agri-entertainment event barn or structure on the premises shall be regulated by the Hall County Fire Marshal.
    - *The applicant has not included any information regarding capacity for the proposed activities. The site plan has a dedicated parking area with 112 parking spaces.*
H. The occupancy of the agri-entertainment event barn or primary event structure shall not exceed the occupancy load provisions of the Uniform Building Code and those occupancy load limits shall be posted on the premises by the Hall County Building Inspection Department.

- *If approved, the occupancy will be determined by Hall County Building Inspections, based on the above criteria.*

I. The use of the premises for an agri-entertainment venue shall be permitted only after the issuance of a certificate of occupancy by the Hall County Building Inspection Department.
   - *If approved, the applicant shall be required to obtain a certificate of occupancy prior to commencing operations.*

J. Any improvements required to support the property as an agri-entertainment venue shall be made only after the issuance of a building permit by the Hall County Building Inspection Department.
   - *If approve, the applicant shall be required to obtain a building permit from Hall County Building Inspections.*

K. Outdoor activities within the agri-entertainment event barn or primary event structure shall not involve the outside amplification of voice, music and/or instruments except during a wedding ceremony.
   - *The applicant has not indicated whether outside amplification of voice, music, and/or instruments is proposed as part of the application.*

L. Agri-entertainment events shall commence no earlier than 9:00 a.m. and shall terminate no later than 10:00 p.m. on Sunday through Thursday and no later than 12:00 a.m. on Friday and Saturday.
   - For [the] purpose of this section, *termination* shall mean the termination of food, drinks, service and entertainment with the understanding that attendees will need a reasonable amount of time after termination to exit the premises.
   - *The proposed agri-entertainment business meets this condition.*

M. All agri-entertainment events shall be provided with adequate potable water and sanitary waste disposal systems as approved by the Hall County Environmental Health Department.
   - *The applicant has indicated that portable bathrooms will be used for this property.*

N. All agri-entertainment events shall provide for adequate access and egress for emergency vehicles as determined through the development review process.
   - *The applicant will be required to receive approval from the Georgia Department of Transportation for the proposed access from Lanier Islands Parkway.*

O. All agri-entertainment events shall be provided with adequate personnel to assist with parking, emergency and other potential impacts of each event.
   - *The applicant has stated in the narrative that traffic controls are being discussed to ensure compliance with the regulations.*

P. If the property being considered for agri-entertainment use is "bona-fide conservation use property" as defined under O.C.G.A. 48-5-7.1 through 48-5-7.4, caution should be used to insure that the proposed agri-entertainment use of the property does not constitute a breach of the conservation covenants applicable to the property.
   - *The property is not under a conservation use covenant and as such this regulation is not applicable.*

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 of the property is for an agri-entertainment business in the Agricultural-Residential-III (AR-III, 17.110) district. Properties to the north are also zoned AR-III. There are two properties to the east, along Lanier Islands Parkway, which are within the**

city limits of Buford. To the west is a railroad track, with more parcels within Buford city limits across the tracks. The proposed use could be incompatible with future development of the adjacent parcels.

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The request is for conditional use approval for an agri-entertainment business in the Agricultural-Residential-III (AR-III, 17.110) district. The proposed use may be more intense than that of the adjacent or nearby parcels, but the usability should not be impacted. If approved, the site will be developed in accordance with applicable development regulations.**

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) but the proposed business cannot occur as described without approval of the conditional use request.**

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 proposed use may cause an excessive or burdensome use of existing streets and transportation facilities, depending on the number of visitors the business can accommodate.**

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 current application is for a conditional use request for agri-entertainment business within the Agricultural-Residential-III (AR-III, 17.110) district. The parcel falls within the Lake Area Residential character area of the Comprehensive Plan. The intent of this character area is to preserve established neighborhoods and create opportunities for permanent and vacation residences similar in land use patterns to Residential Areas but at lower residential densities. Future development will continue to be detached, single-family homes at low densities in addition to less intensive agricultural uses that area found in the northwestern part of the character area. The proposed use is not consistent with the Comprehensive Plan. The subject property is located in the southern portion of the character area.**

6. The extent to which property values are diminished by the existing zoning restrictions; **Staff is unable to determine the extent to which property values are diminished by the existing zoning restrictions.**

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; **Per the applicant's narrative, the property is a working farm and contains various agricultural buildings.**

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; **There is no proposed change to the underlying zoning, as such, this criteria is not applicable.**

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, the proposed use could compliment the residential growth occurring in the south Hall area.**

14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **As the proposed uses require Board of Commissioner approval for a conditional use permit, there are not adequate sites already zoned for an agri-entertainment business.**

15. Whether the need for rezoning could be handled instead by a variance request to the [planning commission]; **No, the request could not be handled 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; **Any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**

17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no indication that a mistake was made in the original zoning.**

17.380.050. - Submission requirements

A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at the Hall County Planning Commission.**

B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:

1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The applicant has submitted a narrative and site plan but has not explicitly addressed the criteria listed in 17.350.120.**

2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district**. The applicant submitted the site plan drawn to scale.**

C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **This standard is not applicable as the site will be served by an onsite septic system.**

D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **As there are not 100 or more residential dwelling units proposed, this criteria is not applicable.**

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated May 2, 2023, Emily McGahee, Environmental Health, stated "A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items such as a soil evaluation and septic system installation may be required after review of business plan. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan. ON-SITE SEWAGE MANAGEMENT SYSTEMS RULES 511-3-1-.03 General Requirements for On-Site Sewage Management Systems. (1) If public or community sewage treatment systems are not available, the owner of a building, residence, or property that is designed or intended for human occupancy or congregation shall provide an approved on-site sewage management system sufficient for the number of persons normally expected to use or frequent the building, residence or other property for two hours or more. (2) No person may begin the physical development of a lot or structure where an on-site sewage management system will be utilized, nor install an on-site sewage management system or component thereof, without having first obtained from the County Health Department a construction permit for the installation of an onsite sewage management system. And (1)(a) Connection shall be made to a public or community sewage treatment system if such system is available within two hundred feet (200') of the property line, or available in a public right-of-way abutting the property."

Hall County Fire Marshal

In an email dated April 27, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated "If approved by Hall County BOC, the Hall County Fire Marshal's Office will require engineer and architectural plans of the site and pavilion to be reviewed for fire code compliance."

Hall County Public Works and Utilities
In a memo dated May 1, 2023, Bill Nash, 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
Show stream buffer and impervious setback from wrested vegetation not center line of stream

Traffic:
Driveway must be permitted/approved by GDOT.

Utilities
No Hall County sewer.

Georgia Department of Transportation
In an email dated April 28, 2023, Parker Niebauer, D1TO Traffic Operations Supervisor, confirmed this project will require GDOT coordination. "Applicant is in the process of coordinating with GDOT, please see attached concept review comments." *Note: These comments have been included in the packet.*

- **Excerpts from the minutes of the August 7, 2023 meeting**

Applicant's Presentation:

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

Chad Bell, Braselton, 5927 Peacock Lane, Buford, presented the request.

Rebuttal

The applicant stated that traffic will be addressed by GDOT.

Public Forum:

Chanda Bell, 5927 Peacock Lane, Hoschton, spoke in favor. Spoke about property preservation.

Kristi Burroughs, 119 Holiday Road, Buford, spoke in opposition. Concerns were traffic, noise, lack of traffic lights, and safety.

Planning Commission Comments:

Mr. Sosebee questioned if there would be any activity from January to August. The applicant stated as of right now there would not be. Mr. Sosebee questioned if the applicant is willing to operate September to December with set hours. The applicant agreed.

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

Conditions:

1. The agri-entertainment business shall operate as described in the narrative dated May 15, 2023 and depicted on the site plan dated January 31, 2022.
2. A variance is granted for the building setback requirement for agri-entertainment structures, reducing the setback from 300 feet to 240 feet.
3. A variance is granted to the parking area setback, reducing the setback from 200 feet to 160 feet.
4. With the exception of permitting gravel parking, the non-residential development shall be subject to the standards of the Gateway Corridors Overlay District (GCOD, 17.420). No other variances are granted from these standards
5. Plans for any further improvements or development of the property shall be submitted for review and appropriate permits obtained.
6. Per, 2.60.060. – effective period of approved applications, all applications approved by the board, whether a request for variance from the terms of Title 17, a request for conditional use, a request for the enlargement, change or continuance of a nonconforming use or a request to appeal a decision by an administrative official in the enforcement of Title 17, shall be effective for a period of six months. If no action is taken by the applicant to implement the purpose of the application by obtaining the proper permit and/or license and proceeding with the building, occupancy or establishment of business within six months from the date of approval by the board, said approval shall become null and void.
7. The business license associated with this use shall go before the Hall County Planning Commission and the Board of Commissioners for renewal after a period of three years.

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

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CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)
Keith D Bell/Chad Bell
3604 Carter Rd
Buford GA 30518
Phone 770-356-5422
Email Address BellBDK@BellSouth.net

Property Owner (Name & Mailing Address)
Charles D Bell
3582 Carter Rd
Buford GA 30518
Phone 770-945-9683
Email Address JSBell400@BellSouth.net

Proposed Use Corn Maze /

Contact Person (Name & Mailing Address)
Chad Bell
3604 Carter Rd
Buford GA 30518
Phone 678-776-6781
Email Address Cbellug87@gmail.com

Tax Parcel Number 08169 003011
Location Address ~~3600 Carter Rd~~ N/A 08

Status of Applicant
- ☐ Owner
- ☐ Option to Purchase
- ☐ Area Resident
- ☑ Other

Zoning: AR-111

Requested Action
Permissive Use:
☐ HCPC ☑ HCC
Fee:$ 600.00
Receipt #: ~~[illegible]~~ 859113
Check #: CREDIT
Acreage
08

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

Sign Chad Bell Date: 3-14-23

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: 3/24/2023 Taken by: B. Garmon

Tentative Planning Commission Date: 5/15/23 Tentative County Commission Date: 6/22/23

County Commission District: _____

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VARIANCE APPLICATION

Applicant (Name and Mailing Address)

Keith D Bell / Chad Bell
3604 Carter Road
Buford, GA 30518
Phone (770) 356-5422
Email Address bellbdk@bellsouth.net

Property Owner (Name and Mailing Address)

Charles D Bell
3582 Carter Road
Buford, GA 30518
Phone (770) 945-9683
Email Address jsbell400@bellsouth.net

Location of Property Lanier Islands Parkway, Buford, GA 30518

Present Zoning AR-III Existing Structures Shed

Type of Appeal:

X Setback Variance	___ Front Yard	From ___ ft. to ___ ft.	
	X Right Side Yard	From 200 ft. to 160 ft.	for PARKING &
	___ Left Side Yard	From ___ ft. to ___ ft.	FROM 300' to 240'
___ Road Frontage Variance	___ Rear Yard	From ___ ft. to ___ ft.	FOR PROPOSED
	___ Road Frontage	From ___ ft. to ___ ft.	BUILDING
___ Sign Variance	___ Sign Area	From ___ ft. to ___ ft.	
	___ Sign Height	From ___ ft. to ___ ft.	
___ Hardship Mobile Home	___ Doctor's Letter	___ Terms Agreement	

Supporting Documents: ___ Plat of Property ___ Deed of Property ___ Hardship Statement X Site Plan ___ Floor Plans ___ Other

Fee (Must be paid for application to be complete): $ _____

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 _____ Date 04/14/23

I hereby withdraw this application.

Sign _____ Date _____

Staff Use Only

Application Date: _____ Taken by: _____

Tentative Planning Commission Date: _____ If Appealed County Commission Date: _____

County Commission District: _____

PLANNING AND DEVELOPMENT DEPARTMENT
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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Charles D Bell

Address 3582 Carter Rd
Buford Georgia 30518

Phone Number 770-945-9683

Name of applicant(s) Keith Bell Chad Bell

Address 3604 Carter Rd
Buford GA 30518

Phone Number 770-356-5422 678-776-6781

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)
Charles D. Bell Jamie E. Bell

Personally appeared before me

Bradley Thomas

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

Notary Public

3-14-2023
Date

BRADLEY THOMAS
NOTARY PUBLIC
Jackson County
State of Georgia
My Comm. Expires Feb. 12, 2024

BRADLEY THOMAS
NOTARY PUBLIC
Jackson County
State of Georgia
My Comm. Expires Feb. 12, 2024

CHARLES BELL

PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
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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: Charles D Bell **Date:** 3-17-23

Applicant's/Owner's Name (Printed): Charles D. Bell

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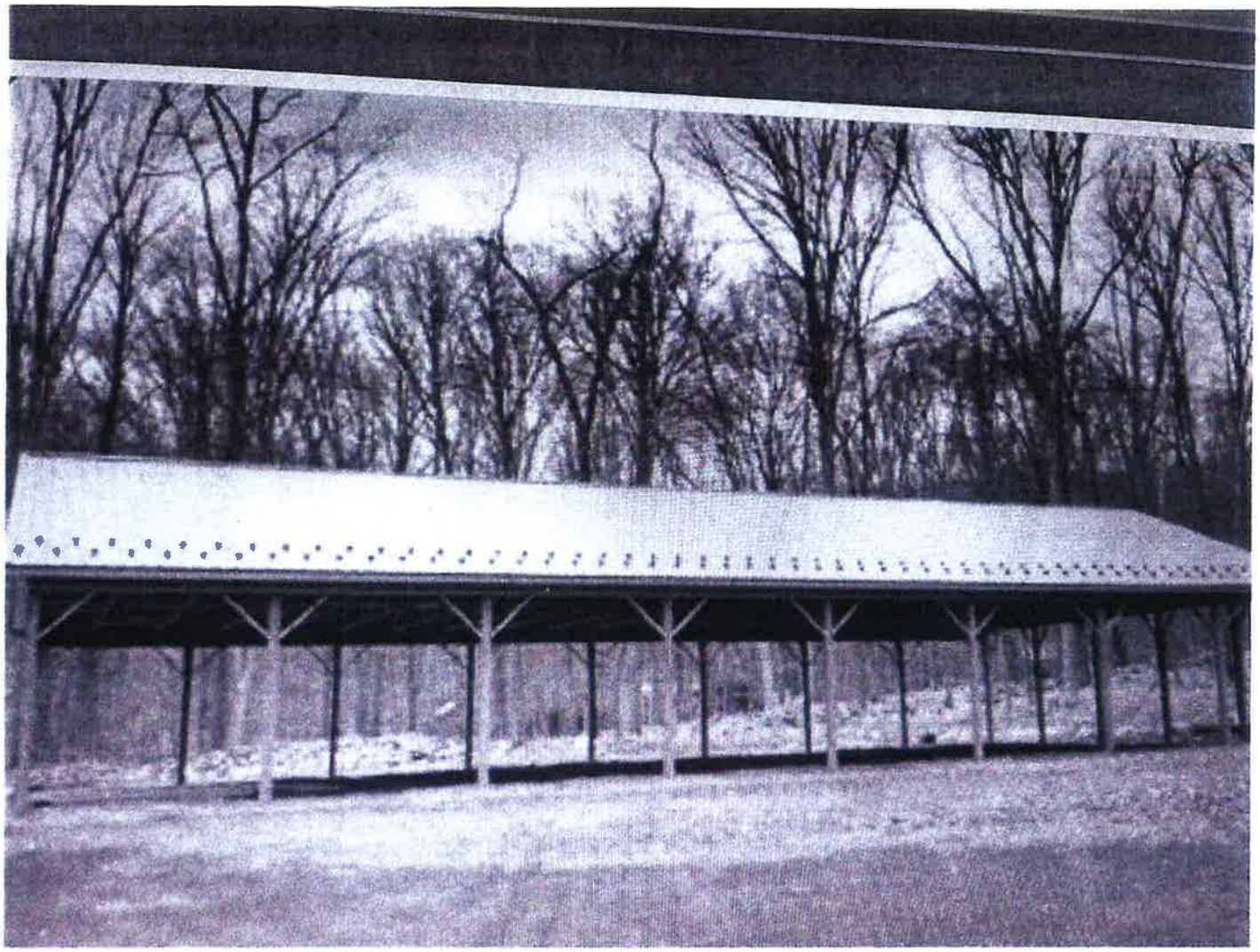
**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: K Bell **Date:** 3-24-23

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



We are requesting a special use permit to operate a corn maze, pumpkin patch and a walk-through Christmas light tour. The property is currently zoned agriculture and is surrounding by commercial property as well a few residential properties. Most of the adjoining residential properties will be owners of the agritourism business. We are requesting to have gravel parking for our patrons to help minimize the environmental impact to our farm. We are trying to start a small family business on property that has been our family for multiple generations, currently our parents own the property which they purchased from my grandparents in the 1950s. We are one of the last small family farms left in the area due to commercial development surrounding us. With our request we are hoping to help cover our increased cost of preserving the property from commercial development. My sisters, brother and I grew up on the property playing on the land and helping our parents operate a small farm with growing a garden, harvesting hay and managing a small herd of cows. Our lives have been shaped by these experiences and by starting this business we get to preserve the land as well as share it with community. Do we really need another warehouse with commercial vehicles coming and going at all times of the day and night? With a commercial zoning business can be conducted 24 hrs a day, with our request we have limited hours of operation and limited days.

Our business will consist of a corn maze, wagon rides and kid's activities. We are planning a 3-acre corn maze as our main attraction. Other attractions to include a jumping pillow which is a large jumping mat integrated into the ground, a playground area, antique tractors for pictures, a corn pit, outdoor fire pits and wagon rides that tour our 17-acre farm. The jumping pillow and corn pit will be located in the area designated kids activity area on the site plan. We are also planning an area for a pumpkin patch with planted pumpkins but will mostly re-sell pumpkins in our field that we have previously purchased. We will also have a covered pole barn of 30 X 60 for picnic tables as well an area for a small market area to sell soft drinks, waters and pre-packaged snacks. Initially we plan on using portable bathroom facilities and portable lighting. We do anticipate guests to our farm to stay less than two hours to complete the activities. Our hours of operation will be Thursday-Sunday during the month of September 10 am until 10 pm and anticipate expanding our hours for the month of October to daily until mid-November to 7 days a week.

We are also planning on a walking Christmas light tour through the corn maze area which will allow us to expand our season from mid-November until the end of the year with operating hours of dusk until 9pm Sunday through Thursday and dusk until 11pm Friday and Saturday nights.

As you can see we are trying to minimally impact our land as well as share it with our surrounding neighbors and community. We ask that you consider our request for a special use permit to help us preserve our small family farm.

I have also included pictures taken facing Lanier Island Pkwy demonstrating the commercial development across the 4 lane highway and then facing our property where we are asking to have our corn maze. As you can see there is commercial office space, a strip mall, commercial businesses and a restaurant just across the roadway from us. Looking toward our property the topography drops away from the roadway which buffers us from the roadway as well as keeps our lighting at night to minimal impact. There are also a few pictures of an example of our pole barn we are proposing, these are taken of one of the shelters at a local park.

Thank You for your time and consideration

The Bell Family

CB Family Farm and Corn Maze

We are requesting a special use permit to operate a corn maze, pumpkin patch and a walk-through Christmas light tour. The property is currently zoned agriculture and is surrounding by commercial property as well a few residential properties. Most of the adjoining residential properties will be owners of the agritourism business. We are requesting a variance for a 20% reduction for the building setback. This would change the setback from 300' to 240'. We are also requesting a 20% reduction for the required distance the gravel parking must be from an adjoining property from 200' to 160'. We have been in contact with GDOT about the permitting process and our engineering team is preparing a GDOT entrance plan and discussing traffic control to ensure we are in accordance with the current regulations. We are planning to have a gravel parking area to help minimize the environmental impact to our farm.

Our business will consist of a corn maze, wagon rides and kid's activities. We are planning on a 3-acre corn maze as our main attraction. Other attractions to include a jumping pillow which is a large jumping mat integrated into the ground, a playground area, antique tractors for pictures, a corn pit, outdoor fire pits and wagon rides that tour our 17-acre farm. We are also planning an area for a pumpkin patch with planted pumpkins but will mostly re-sell pumpkins in our field that we have previously purchased. We will also have a 30' X 60' covered area for picnic tables. Initially we plan on using portable bathroom facilities and portable lighting with food vendors. We will have a market to sell soft drinks, waters and pre-packaged snacks. Our hours of operation will be Thursday-Sunday during the month of September 10 am until 10 pm and anticipate expanding our hours for the month of October to daily until mid-November to 7 days a week.

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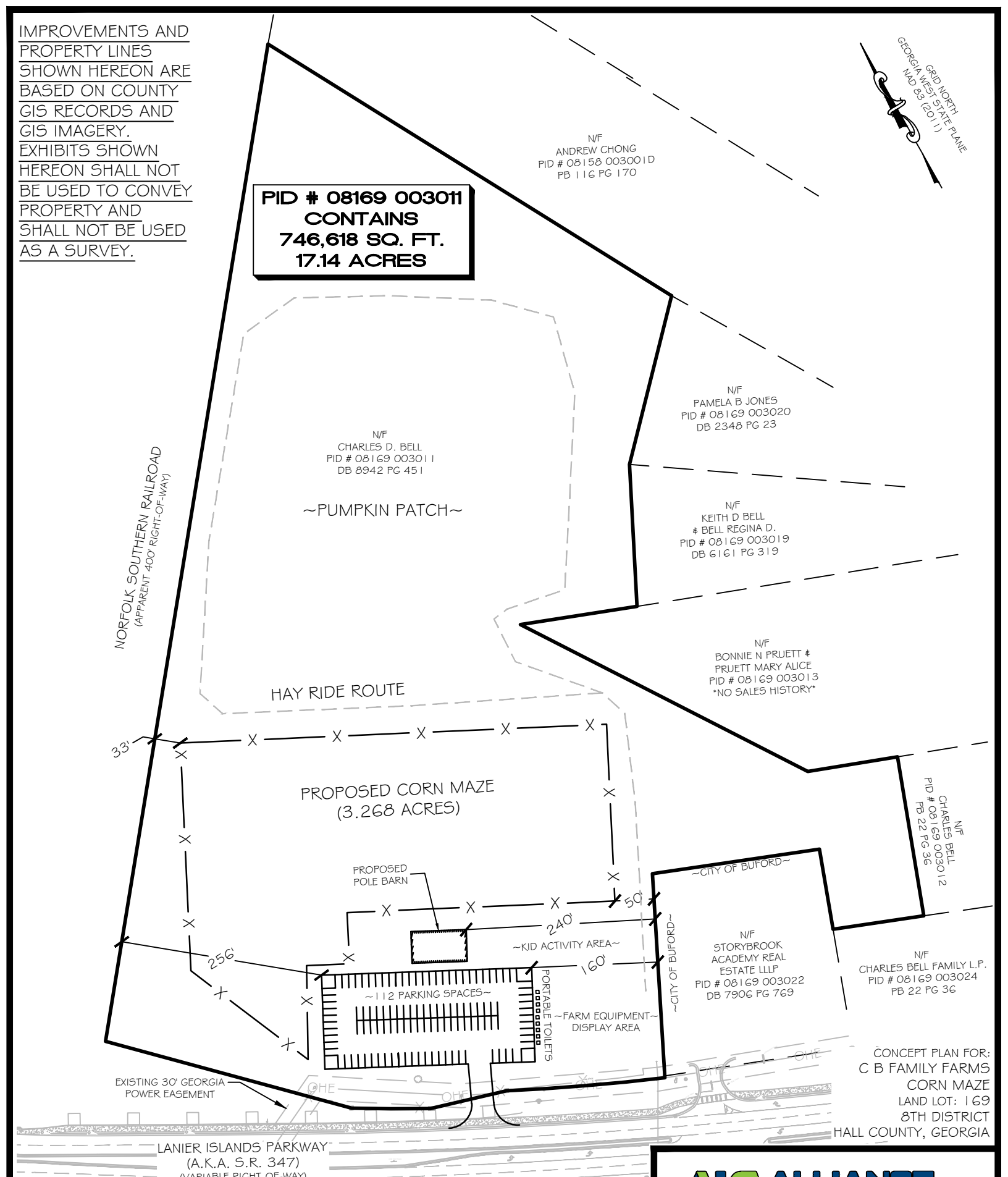
IMPROVEMENTS AND PROPERTY LINES SHOWN HEREON ARE BASED ON COUNTY GIS RECORDS AND GIS IMAGERY. EXHIBITS SHOWN HEREON SHALL NOT BE USED TO CONVEY PROPERTY AND SHALL NOT BE USED AS A SURVEY.



CONCEPT PLAN FOR:
C B FAMILY FARMS
CORN MAZE
LAND LOT: 169
8TH DISTRICT
HALL COUNTY, GEORGIA

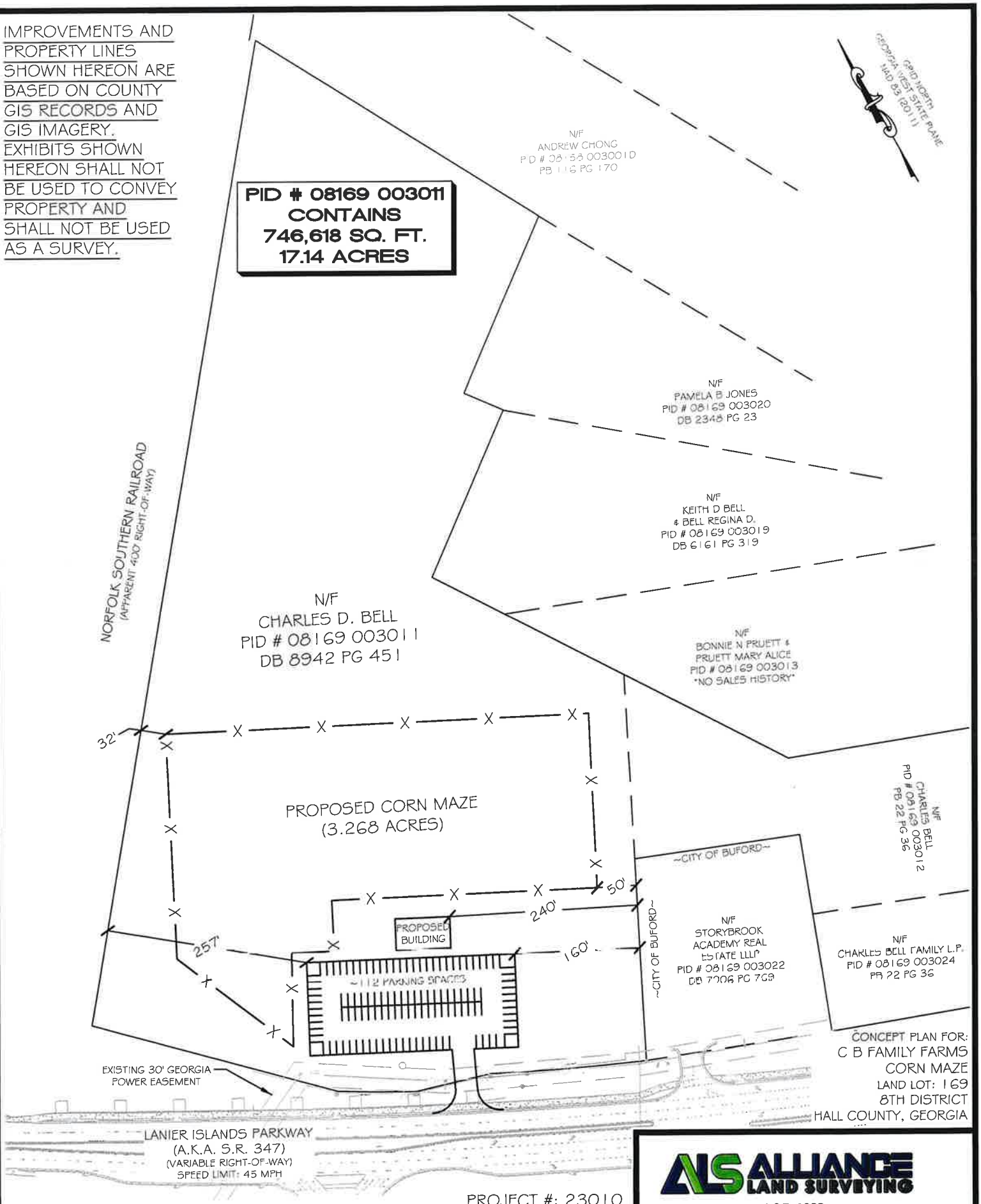
PROJECT #: 23010
DATE: 01/31/2022
DRAWN BY:RG
CHECKED BY:MCB

ALLIANCE LAND SURVEYING
L.S.F. 1322
4525 SOUTH LEE STREET
BUFORD, GEORGIA 30518
678.828.9424 | www.ALLIANCECO.com

SHEET 1 OF 1

IMPROVEMENTS AND PROPERTY LINES SHOWN HEREON ARE BASED ON COUNTY GIS RECORDS AND GIS IMAGERY. EXHIBITS SHOWN HEREON SHALL NOT BE USED TO CONVEY PROPERTY AND SHALL NOT BE USED AS A SURVEY.

PID # 08169 003011
CONTAINS
746,618 SQ. FT.
17.14 ACRES



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C B FAMILY FARMS
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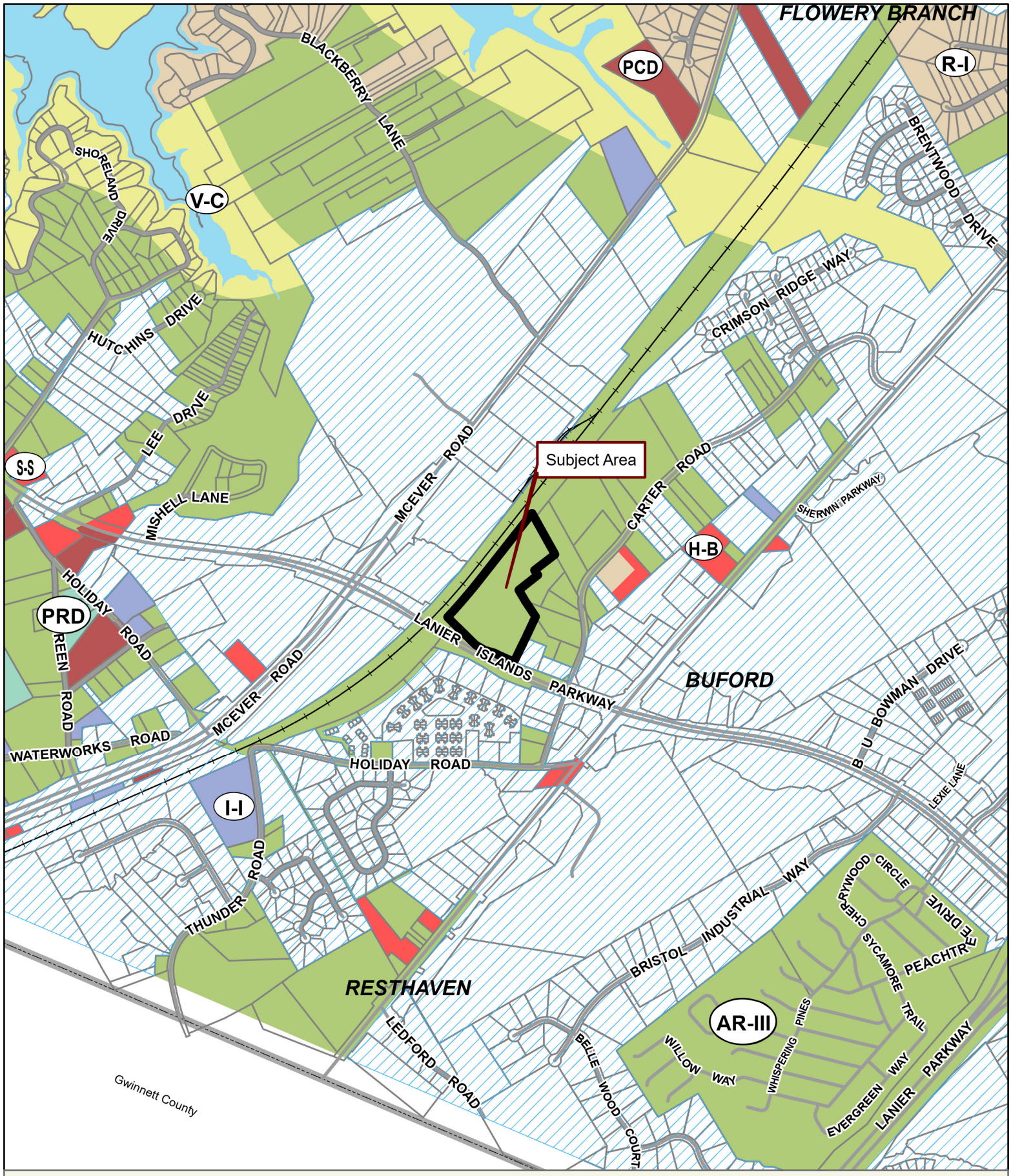
SHEET 1 OF 1



Applicant: KEITH D. & CHAD BELL

Tax Parcel #: 08169 003011 (PT.)

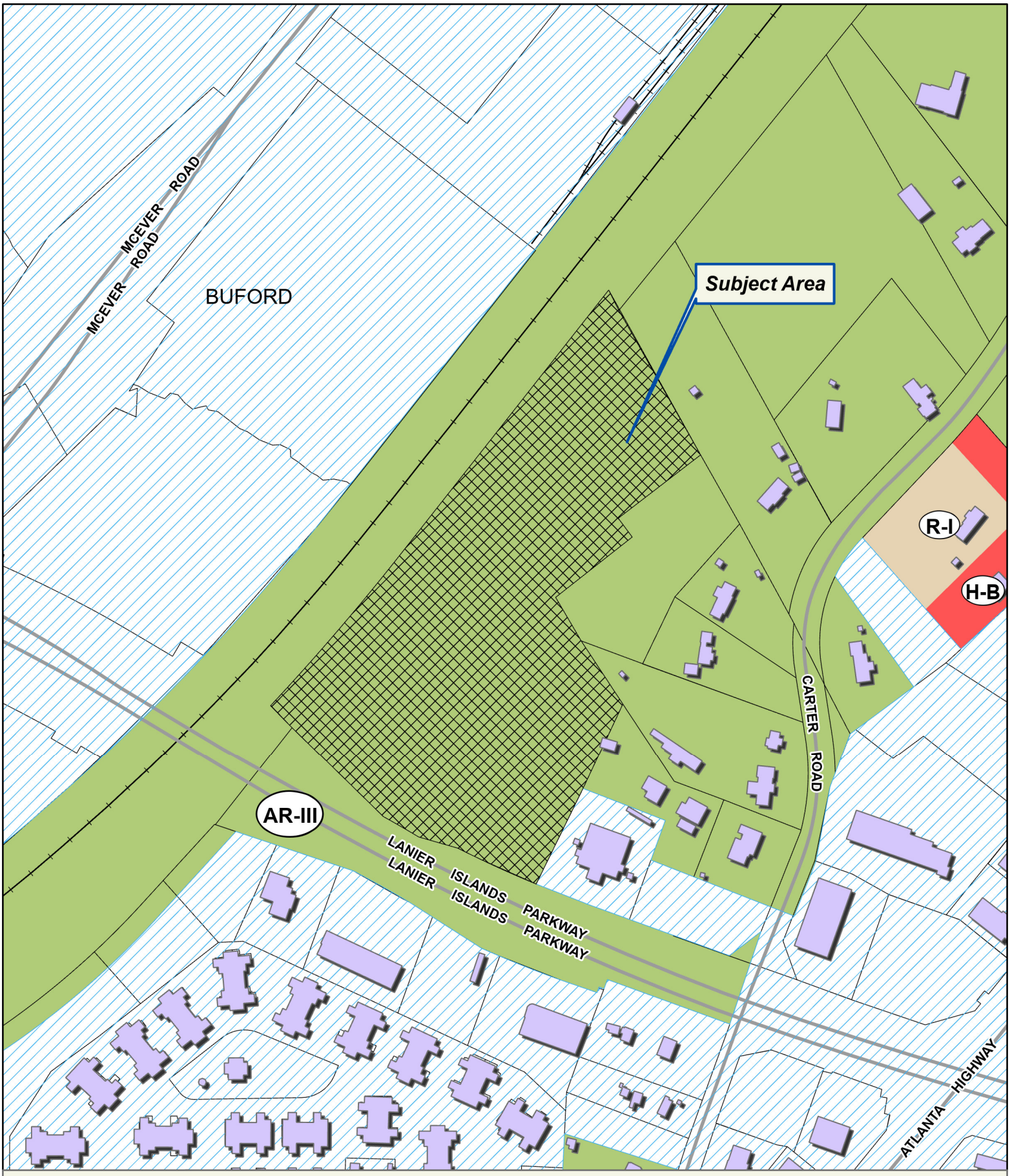
Location: 5351 LANIER ISLANDS PARKWAY, BUFORD, GA 30518

Commission District 1 **PC Mtg. Date: 07/24/23**

0 300 600 1,200
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N



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Commission District 1 **PC Mtg. Date: 07/24/23**

0 75 150 300
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

Applicant: KEITH D. & CHAD BELL

Tax Parcel #: 08169 003011 (PT.)

Location: 5351 LANIER ISLANDS PARKWAY, BUFORD, GA 30518

Commission District 1 **PC Mtg. Date: 07/24/23**

0 100 200 400
Feet

Zoning Boundary
City Limits
Subject Area

N

5328
DENTAL IMPLANT CENTER
BlueSprig

Lanier Plaza
Coastal Breeze
Coastal Breeze
GWINNETT SWIM

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Thursday, June 22, 2023 12:37 PM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Chad Harper (Environmental Health); Kelly Hairston (Environmental Health)
Subject: HCPC Tentative Agenda 7.24.23

Please find Environmental Health comments below:

Item 1, 5351 Lanier Islands Pkwy, Bell: A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items such as a soil evaluation and septic system installation may be required after review of business plan. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan. ON-SITE SEWAGE MANAGEMENT SYSTEMS RULES 511-3-1-.03 General Requirements for On-Site Sewage Management Systems. (1) If public or community sewage treatment systems are not available, the owner of a building, residence, or property that is designed or intended for human occupancy or congregation shall provide an approved on-site sewage management system sufficient for the number of persons normally expected to use or frequent the building, residence or other property for two hours or more. (2) No person may begin the physical development of a lot or structure where an on-site sewage management system will be utilized, nor install an on-site sewage management system or component thereof, without having first obtained from the County Health Department a construction permit for the installation of an onsite sewage management system. And (1)(a) Connection shall be made to a public or community sewage treatment system if such system is available within two hundred feet (200') of the property line, or available in a public right-of-way abutting the property.

Item 2, 8511/8515 Belton Bridge Road, Cole: This plat is currently under review by the Hall County Plat Review Team and Environmental Health can approve the subdivision plat.

Items 3A/3B, 3463 Leisure Lane, Justus: No comment.

Items 4A/4B, 6178 Lake Lanier Heights Road, Edelstein: 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.

Item 5, 5961 Pocahontas Drive, Zax: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

Items 6A/6B, 3555 North Bogan Road, Moore: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: soil evaluation, and septic system installation may be required after review of business plan. Tourist Accommodation permit/plan review and/or Food Service permit/plan review may be required after review of business plan. Sewage flows for the entire property will be limited to 600gallons per non-restricted acre per day.

Item 7, 2196 Centinnial Drive, Jones: No comment. Public sewer.

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: Wednesday, June 21, 2023 9:57 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Cc: Peevy, Jonathan; Chavers, Veronica E
Subject: RE: Tentative Planning Agenda for July 24, 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.

As none of the new business items front a state route nor would they add significant impacts to state route intersections, none of the new business items will require GDOT coordination

Thank you,

Parker Niebauer
D1TO 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: Thursday, June 15, 2023 12:02 PM
Subject: Tentative Planning Agenda for July 24, 2023

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, July 24, 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, June 22nd.** Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – July 17, 2023

OLD BUSINESS

1. **5351 Lanier Islands Parkway | Use Subject to County Commission Approval |** on a 17.14± acre tract located on the north side of Lanier Islands Parkway approximately 568 feet from its intersection with Carter Road | Zoned AR-III; Tax Parcel 08169 003011 (pt.) **| Proposed use: agri-entertainment |** ** Commission District 1 | **Keith D. & Chad Bell, applicant.** NOTE: This application was tabled at the May 15th Planning Commission meeting.

NEW BUSINESS

2. **8511 & 8515 Belton Bridge Road | Variance** | from 17.240.010 to reduce the road frontage requirement from 90 feet to 50 feet | on a 11.79± acre tract located on the south side of Belton Bridge Road, approximately 91 feet from its intersection with Forrester Road | Zoned AR-IV, Tax Parcel 12127 000092 & 000093 **| Proposed Use: 2-lot subdivision** | * Commission District 3 **| Robin Cole, applicant.**

3. (A) **3463 Leisure Lane | Variance** | from 17.240.010 to reduce the rear yard setback from 20 feet to 2 feet | on a 1.42± acre tract located on the north side of Leisure Lane, approximately 1,377 feet from its intersection with Griffin Drive | Zoned R-I; Tax Parcel 10145 000031 | **Proposed use: bring existing accessory building into compliance** | * Commission District 3 **| Carolann Justus, applicant.**
   (B) **3463 Leisure Lane | Variance** | from 17.240.010 to reduce the rear yard setback from 20 feet to 13 feet | on a 1.42± acre tract located on the north side of Leisure Lane, approximately 1,377 feet from its intersection with Griffin Drive | Zoned R-I; Tax Parcel 10145 000031 | **Proposed use: bring existing accessory building into compliance** | * Commission District 3 **| Carolann Justus, applicant.**

4. (A) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, applicant.**
   (B) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the right side yard setback from 10 feet to 4 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, applicant.**

5. **5961 Pocahontas Drive | Use Subject to County Commission Approval** | on a 5.30± acre tract located at the intersection of Pocahontas Drive and Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 **| Proposed use: 5-lot subdivision** | ** Commission District 2 **| Kimberly Zax, applicant.**

6. (A) **3555 North Bogan Road | Use Subject to County Commission Approval** | on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**
   (B) **3555 North Bogan Road | Variance** | from 17.215.040 to reduce the setback for agri-entertainment structures from 300 feet to 15 feet on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**
   (C) **3555 North Bogan Road | Variance** | from 17.215.040 to reduce the setback for agri-entertainment parking from 200 feet to 15 feet on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**

7. **2196 Centennial Drive | Use Subject to County Commission Approval |** on a 4.19± acre parcel located on the north side of Centennial Drive approximately 1,235 feet from its intersection with Centennial Circle | Zoned I-I; Tax Parcel 08013 003033 **| Proposed Use: food processing plant involving the further processing of animal or animal product** | ** Commission District 4 | Brian Jones, 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 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, August 24, 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, August 24, 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 Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

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.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: June 20, 2023

Subject: July 24, 2023 - Hall County Planning Commission Agenda

---

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the July 24, 2023 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **5351 Lanier Islands Parkway | Use Subject to County Commission Approval** | on a 17.14± acre tract located on the north side of Lanier Islands Parkway approximately 568 feet from its intersection with Carter Road | Zoned AR-III; Tax Parcel 08169 003011 (pt.) | **Proposed use: agri-entertainment** | ** Commission District 1 | **Keith D. & Chad Bell, applicant.** NOTE: This application was tabled at the May 15th Planning Commission meeting.

   a) **Engineering: :** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Comments on the last submittal.
   b) **Traffic:** Access permit from GDOT for connection to Lanier Islands Parkway.
   c) **Utilities:** Permit from environmental health may be required for portable bathrooms.

2. **8511 & 8515 Belton Bridge Road | Variance** | from 17.240.010 to reduce the road frontage requirement from 90 feet to 50 feet | on a 11.79± acre tract located on the south side of Belton Bridge Road, approximately 91 feet from its intersection with Forrester Road | Zoned AR-IV, Tax Parcel 12127 000092 & 000093 | **Proposed Use: 2-lot subdivision** | * Commission District 3 | **Robin Cole, applicant.**

   a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream.
   b) **Traffic:** No Comment
   c) **Utilities:** No Comment

3. (A) **3463 Leisure Lane | Variance** | from 17.240.010 to reduce the rear yard setback from 20 feet to 2 feet | on a 1.42± acre tract located on the north side of Leisure Lane, approximately 1,377 feet from its intersection with Griffin Drive | Zoned R-I; Tax Parcel 10145 000031 | **Proposed use: bring existing accessory building into compliance** | * Commission District 3 **| Carolann Justus, applicant.**
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   a) **Engineering:** No Comment
   b) **Traffic:** No comment
   c) **Utilities:** No Comment

4. (A) **6178 Lake Lanier Heights Road | Variance** | from 17.240.010 to reduce the left side yard setback from 10 feet to 3 feet | on a 0.24± acre tract located on the north side of Lake Lanier Heights Road, approximately 126 feet from its intersection with Lake Lanier Heights Road | Zoned V-C; Tax Parcel 07353 001025 **| Proposed Use: residential addition and bring the existing residence into compliance** | * Commission District 2 | **Nave Edelstein, applicant.**
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   a) **Engineering:** No Comment
   b) **Traffic:** No Comment
   c) **Utilities:** No Comment

5. **5961 Pocahontas Drive | Use Subject to County Commission Approval** | on a 5.30± acre tract located at the intersection of Pocahontas Drive and Nachoochee Trail | Zoned R-I; Tax Parcel 08131 002046 **| Proposed use: 5-lot subdivision** | ** Commission District 2 **| Kimberly Zax, applicant.**

   a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream.
   FEMA and Hall County studied Flood plains present on site.
   b) **Traffic:** No Comment
   c) **Utilities:** City of Flowery Branch sewer district.

6. (A) **3555 North Bogan Road | Use Subject to County Commission Approval** | on a 7.03± acre tract located on the east side of North Bogan Road, approximately 290 feet from its intersection with Bogan Springs Drive | Zoned AR-III, Tax Parcel 08155 000029 **| Proposed use: agri-entertainment venue** | ** Commission District 1 **| John A. Moore, Sr., applicant.**
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   Show stream buffer and impervious setback from wrested vegetation not center line of stream.
   b) **Traffic:** No Comment
   c) **Utilities:** City of Flowery Branch sewer district.

7. **2196 Centennial Drive | Use Subject to County Commission Approval |** on a 4.19± acre parcel located on the north side of Centennial Drive approximately 1,235 feet from its intersection with Centennial Circle | Zoned I-I; Tax Parcel 08013 003033 | **Proposed Use: food processing plant involving the further processing of animal or animal product** | ** Commission District 4 | Brian Jones, applicant.

   a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   Show stream buffer and impervious setback from wrested vegetation not center line of stream.
   FEMA and Hall County studied Flood plains present on site.
   b) **Traffic:** Driveway must meet Hall County requirements.
   c) **Utilities:** City of Gainesville sewer district.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Thursday, April 27, 2023 4:34 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Monday, May 15th, 2023 Hall County Planning Commission Meeting.

5351 Lanier Islands Parkway | Use Subject to County Commission Approval | on a 17.14± acre tract located on the north side of Lanier Islands Parkway approximately 568 feet from its intersection with Carter Road | Zoned AR-III; Tax Parcel 08169 003011 (pt.) **| Proposed use: agri-entertainment |** ** Commission District 1 | **Keith D. & Chad Bell, applicant.**

Hall County Fire Marshal Comments.

1) If approved by Hall County BOC, the Hall County Fire Marshal's Office will require engineer and architectural plans of the site and pavilion to be reviewed for fire code compliance.

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

Print

Planning Commission Comments - May 15, 2023 - Submission #77123

Date Submitted: 5/12/2023

Comments completed in the form below will be submitted into the record for the May 15, 2023 meeting of the Hall County Planning Commission.

First Name*

Phyllis

Last Name*

Mercer

Address1*

6320 Falling Water Ln

Address2

City*

Hoschton

State*

GA

Zip*

30548

Zoning Item for Comment*

5. 5351 Lanier Islands Parkway | Use Subject to County Commission Approval

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

Your Comments*

I support the Staff's recommendation to DENY this request

Please write your comments in the box above.

File Upload

Choose File No file chosen

If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

Would you like follow-up communication?

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT: CHAD & KEITH BELL
REQUEST: USE SUBJECT TO COUNTY COMMISSION APPROVAL FOR AGRI-ENTERTAINMENT VENUE.
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: AUGUST 7TH, 2023
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: SEPT 12 2023
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL (770) 531-6809
Jul 13, 2023 17:02:20
5325 Lanier Islands Parkway
Buford
Hall County
Georgia

ZONING NOTICE

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

APPLICANT: CHAD & KEITH BELL

REQUEST: USE SUBJECT TO COUNTY COMMISSION APPROVAL FOR AGRI-ENTERTAINMENT. VENUE.

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION
Date: AUGUST 7, 2023
Time: 5:15 P.M.

&

COUNTY COMMISSION
Date: SEPT. 14, 023
Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL (770) 531-6809

Jul 13, 2023 17:02:33
5325 Lanier Islands Parkway
Buford
Hall County
Georgia

AGENDA ITEM

Planning and Development

REPORT TO:	**Work Session (09/11/23)**
REPORT TO:	**Voting Meeting (09/14/23)**
ITEM NO:	483/2023
SUBJECT:	**7896 Calvary Cross Road | Rezone |** from Planned Commercial Farm District (PCFD) to Planned Residential Development (PRD) on a 53.98± acre tract located on north side of Calvary Cross Road at its intersection with Lula Road | Zoned PCFD; Tax Parcel 12104 000005 **| Proposed use: 12-lot subdivision |** Commission District 3 **| Candler Real Estate, applicant.**

Meetings:

Work Session Date: 09/11/23 **Voting Meeting Date:** 09/14/23

Executive Summary:

Presenter: RD
Recommendation:

Approval.

Conditions:

1. Development is approved for lots as generally shown on the concept plan and described in the project narrative modified as necessary for compliance with development standards enforced at the time of site plan approval. 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. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards or processes in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.
3. This development is approved for a maximum of 11 lots with a minimum lot size of 2 acres.
4. The parcel identified on the site plan as Tract 2, located at the intersection of Skitts Mountain Road and Lula Road / SR 52, and consisting of 0.49 acres is not approved as a separate building lot.
5. The development shall meet the requirements of the Planned Residential Development (PRD, 17.180.060) zoning district, except as noted below.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
7. Developer shall provide a 50 ft. setback that includes the existing natural features and vegetation along the exterior boundaries. The exception to this standard shall be those lot lines that serve as the boundary between the subject property and parcel 12104 000005A, along which the developer shall install a 25 ft. planted buffer once construction begins on adjacent lots.
8. At time of permit application, at least 30% of open space shall be shown on all site plans submitted for review. Site plan shall also show that a minimum of 2 trees per lot exists or shall be planted per 17.180.060.
9. All driveways shall meet site distance requirements, as well as all other Hall County Traffic and Georgia Department of Transportation requirements.
10. Developer shall not be required to install sidewalks throughout the development.
11. The subdivision of any tract into seven or more lots within a 12-month period from the date of recording of the plat may require a stormwater management report should the proposed development meet thresholds for impervious surfaces and/or disturbed acreage.
12. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property: "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

Purpose of Request:

7896 Calvary Cross Road | Rezone | from Planned Commercial Farm District (PCFD) to Planned Residential Development (PRD) on a 53.98± acre tract located on north side of Calvary Cross Road at its intersection with Lula Road | Zoned PCFD; Tax Parcel 12104 000005 | **Proposed use: 12-lot subdivision |** Commission District 3 **| Candler Real Estate, 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	Attorney	Administration
AD	RD	WLI	CR
Clerk			

Clerk
JR

Attachments:
Board Memo
Recommendation Report
Application
Updated Narrative
Original Narrative
Site Plan
Maps
Deed
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Tax Assessors Comments
Notice Sign Photos

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

To: Richard Higgins, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Randi Doveton, Director of Planning & Development

Date: August 21, 2023

Subject: **7896 Calvary Cross Road | Rezone |** from Planned Commercial Farm District (PCFD) to Planned Residential Development (PRD) on a 53.98± acre tract **| Proposed use: 12-lot subdivision | Commission District 3 | Candler Road Estate, applicant.**

The request before you is the request of Candler Road Estate to rezone from Planned Commercial Farm District (PCFD) to Planned Residential Development (PRD) to allow a 12-lot subdivision. This item is located within Commission District 3.

At their August 7, 2023 meeting, the Hall County Planning Commission voted to recommend approval with twelve (12) conditions **(5-0)**.

There was one (1) **comment submitted** in advance of the Planning Commission meeting, **one (1) person spoke in favor, and two (2) people spoke in opposition during the public hearing.**

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

Planning Commission Approval Conditions:

1. Development is approved for lots as generally shown on the concept plan and described in the project narrative modified as necessary for compliance with development standards enforced at the time of site plan approval. 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. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards or processes in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.

3. This development is approved for a maximum of 11 lots with a minimum lot size of 2 acres.
4. The parcel identified on the site plan as Tract 2, located at the intersection of Skitts Mountain Road and Lula Road / SR 52, and consisting of 0.49 acres is not approved as a separate building lot.
5. The development shall meet the requirements of the Planned Residential Development (PRD, 17.180.060) zoning district, except as noted below.
6. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
7. Developer shall provide a 50 ft. setback that includes the existing natural features and vegetation along the exterior boundaries. The exception to this standard shall be those lot lines that serve as the boundary between the subject property and parcel 12104 000005A, along which the developer shall install a 25 ft. planted buffer once construction begins on adjacent lots.
8. At time of permit application, at least 30% of open space shall be shown on all site plans submitted for review. Site plan shall also show that a minimum of 2 trees per lot exists or shall be planted per 17.180.060.
9. All driveways shall meet site distance requirements, as well as all other Hall County Traffic and Georgia Department of Transportation requirements.
10. Developer shall not be required to install sidewalks throughout the development.
11. The subdivision of any tract into seven or more lots within a 12-month period from the date of recording of the plat may require a stormwater management report should the proposed development meet thresholds for impervious surfaces and/or disturbed acreage.
12. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
    "Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT

Applicant .....Candler Real Estate

Request..... Planned Commercial Farm District (PCFD, 17.180.100) to Planned Residential Development (PRD, 17.180.060)

Proposed Use.....12-lot subdivision

Size..... 53.98± acres

Zoning.....Current Planned Commercial Farm District (PCFD, 17.180.100) | Proposed Planned Residential Development (PRD, 17.180.060)

Location.....7896 Calvary Cross Road | Tax Parcel 12104 000005

Commission District..... Three

Planning Commission Date..... August 7, 2023

Staff Recommendation..... **Approval of the request to rezone the property to Planned Residential Development (PRD, 17.180.060) as the proposed use is consistent with the future land use classification of Rural in the Comprehensive Plan.**

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

Planning Commission Conditions:

1. Development is approved for lots as generally shown on the concept plan and described in the project narrative modified as necessary for compliance with development standards enforced at the time of site plan approval. 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. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards or processes in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.

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7. Developer shall provide a 50 ft. setback that includes the existing natural features and vegetation along the exterior boundaries. The exception to this standard shall be those lot lines that serve as the boundary between the subject property and parcel 12104 000005A, along which the developer shall install a 25 ft. planted buffer once construction begins on adjacent lots.

8. At time of permit application, at least 30% of open space shall be shown on all site plans submitted for review. Site plan shall also show that a minimum of 2 trees per lot exists or shall be planted per 17.180.060.

9. All driveways shall meet site distance requirements, as well as all other Hall County Traffic and Georgia Department of Transportation requirements.

10. Developer shall not be required to install sidewalks throughout the development.

11. The subdivision of any tract into seven or more lots within a 12-month period from the date of recording of the plat may require a stormwater management report should the proposed development meet thresholds for impervious surfaces and/or disturbed acreage.

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Public Forum:

Kelley Moore, 4017 Sargent Circle, spoke in favor.

Zackery Greer, 7821 Lula Road, Lula, spoke in opposition. Concerns were surrounding agricultural use, traffic, trash, and farmland preservation.

Andrew Bateman, 7850 Calvary Cross Road, Lula, spoke in opposition. Concerns were the runoff to the pond, marine life, and farmland preservation.

Summary Analysis

The applicant is requesting to rezone the subject property from Planned Commercial Farm District (PCFD, 17.180.100) to Planned Residential Development (PRD, 17.180.060) for the purpose of developing a 12-lot subdivision. The subdivision will be developed in two phases, with the first phase consisting of 7 lots. The second phase will include the further subdivision of one of the original 7 lots an additional six times, resulting in 12 lots total, as detailed in the table below:

Phase One	Tract	Square Feet	Acres
	1	1,721,038	39.3096
	2	128,864	2.9583
	3	93,948	2.1567
	4	97,622	2.2411
	5	175,042	4.0184
	6	123,982	2.8462
Phase Two	7	446,263	10.2448
	8	415,153	9.5206
	9	206,726	4.7458
	10	274,671	6.3056
	11	195,214	4.4815
	12	182,472	4.1890
*Note, the submitted site plan identifies a 0.49 acre parcel as Tract 2 at the intersection of Skitts Mountain Road and Lula Road / SR 52 and is not one of the 12 proposed lots in this request.			

The property was previously rezoned to Planned Commercial Farm District (PCFD, 17.180.100). Land within the county designated as planned commercial farm district (PCFD) shall be represented by large district areas of at least 35 acres or more that are devoted to intensive agricultural production in the areas of food crops, fiber crops, animal feed, poultry, livestock and commercial timber production. The applicant's narrative states that Tract 1 will continue to be used for the production of pumpkins, and be subdivided into 6 additional tracts as outlined above in the future.

All lots will front along existing right-of-way, with no new roads proposed. The lots which front on Calvary Cross Road will be served by wells and on-site septic systems. The lots with frontage along State Route 52 may have access to municipal water through the City of Gainesville.

The property is currently developed with a mixture of residential and agricultural structures, the majority of which are intended to be demolished if the rezoning request is approved. The applicant's narrative states that the residential lots will be subdivided and sold for development of single-family residences.

Per the requirements of the Planned Residential Development (PRD, 17.180.060) district, if standards are not specifically proposed, then the applicable standards in the Residential I (R-I, 17.60) district shall apply. The applicant has not proposed building setbacks for the property, and as such they will default to the R-I district standards.

The applicant has failed to address the following requirements of the Planned Residential Development (PRD, 17.180.060):

- *Buffers.* A minimum 50 foot planted buffer shall be established along the perimeter of all property boundaries adjacent to residential and/or non-residential zoning districts to ensure that the planned residential development is appropriately screened. The planted buffers shall conform to the requirements as described in section 17.260.020 titled vegetation buffers and vision clearance. In conditions where required stream buffers exist along a perimeter property boundary, the planning director may grant exemptions from the 50 foot planted buffer if a stream buffer meets or exceeds the 50 foot planted buffer width.
- *Landscape requirements.* All requirements shall be met per chapter 17.280, tree protection. In addition, the following special items shall be addressed:
    - A minimum of two trees per lot shall be provided or preserved in the front, side, or rear yard. Trees shall not be counted if they are located in utility easements, drainage easements, or septic drain fields. The homebuilder shall be responsible for planting or preserving the individual lot trees prior to the issuance of a certificate of occupancy. Trees that are provided or preserved to meet the two trees per lot may not be counted toward the overall development's tree density unit requirements.
- *Sidewalks.* In addition to the sidewalk requirements that shall be met per chapter 16.70, street construction requirements, all planned residential developments shall construct sidewalks on both sides of the streets that are a minimum of five feet wide.
- *Open space.* The development shall conform to all open space requirements of sections 17.430.100 through 17.430.150, as shown under the conservation subdivision design option chapter. The only open space requirement that may differ from those standards set forth in section 17.430.110 is the open space shall comprise at least 30 percent of the gross tract area.
- *Architectural standards.* The following design guidelines and standards apply to all planned residential developments. Alternatively, detailed architectural design guidelines and standards can be submitted by the applicant to include garage types and placement, elevations of all sides, building materials, etc.
    - *Building materials.* All facades of all residences, including single-family, two-family, and/or multi-family, and any non-residential buildings shall be finished with brick, stone, stucco, wood siding, wood shakes, or fiber cement type siding. The front facades shall incorporate changes in building material, texture, and/or color. Vinyl siding on all residential and non-residential buildings shall be prohibited.
    - *Single-family or two-family residence garages.* Garage placement shall match one of the following standards for lots less than one acre: (note: garage images provided in the following section are from the Roswell, Georgia Unified Development Code, Article 2. Rules of Interpretation, Section 2.2.19 Residential Garage Parking.)
    - *Cluster mailbox unit (CBU).* Pursuant to United States Postal Service (USPS) policy, all new subdivisions and new phases of existing subdivisions are required to provide CBU's for regular mail service delivery. A CBU is a structure or shelter housing multiple mailbox units to serve each residential dwelling of the development for the express purpose of regular mail delivery provided by the USPS. The following standards are for construction and maintenance of CBU's for all planned residential developments.

Based on the future land-use plan, staff finds the *requested zoning designation consistent* with the future land use classification of Rural in the Comprehensive Plan. The primary future land uses include agricultural/forestry uses, very low-density detached single-family residential uses, civic benefit uses such as places of worship and parks, greenways and trails.

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 and development of adjacent and nearby property; **The zoning proposal is suitable given the context of the surrounding area, which is developed with a mixture of agricultural and low density single-family development.**

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **No, it is not anticipated that the proposed residential use will adversely affect adjacent properties. The development is low density, with the smallest proposed lot being approximately 2.15± acres in area.**

3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **The Planned Commercial Farm District (PCFD, 17.180.100) zoning district is for properties that are devoted to intensive agricultural production and was originally created as a way to identify properties which qualified for House Bill 230, the Preferential Agricultural Assessment. Current regulations related to conservation use properties do not require the PCFD classification to qualify. As such, while the property has reasonable economic use as currently zoned, the zoning classification is restrictive in permissible uses, other than those related to agricultural production. The property cannot be subdivided as currently zoned.**

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; **No, the proposed use should not cause an excessive or burdensome use of existing streets, transportation facilities, or utilities.**

5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **Yes, the requested zoning designation is consistent with the future land use classification of Rural in the Comprehensive Plan. The primary future land uses include agricultural/forestry uses, very low-density detached single-family residential uses, civic benefit uses such as places of worship and parks, greenways and trails.**

6. The extent to which property values are diminished by the existing zoning restrictions; **Staff has not identified that the existing property values have been impacted by the existing zoning.**

7. The extent to which the destruction of the subject property's value under the existing zoning promotes the health, safety, morals or general welfare of the public; **Staff is unable to comment on the impact of property values without a full market analysis. Multiple factors impact property value including construction types, proposed uses, and maintenance. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.**

8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; **The Planned Commercial Farm District (PCFD, 17.180.100) zoning district is for properties that are devoted to intensive agricultural production and was originally created as a way to identify properties which qualified for House Bill 230, the Preferential Agricultural Assessment. Current regulations related to conservation use properties do not require the PCFD classification to qualify. As such, while the property has reasonable economic use as currently zoned, the zoning classification is restrictive in permissible uses, other than those related to agricultural production. The property cannot be subdivided as currently zoned.**

9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; **Hall County aerial imagery shows that the property has been used for agricultural purposes as far back as the early 2000's.**

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; **Adjacent properties are zoned Agricultural-Residential-IV (AR-IV, 17.120). At the intersection of Holly Springs Road and Lula Road / SR 52 is a property zoned Suburban Shopping (S-S, 17.140).**

12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; **There is no evidence that the present zoning district boundaries are illogically drawn.**

13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; **The proposed use is not out of scale with the needs of the county as a whole. The subject parcel is located in the northern part of the county, which is still primarily agricultural and low-density single-family residential development.**

14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **There are other properties within the county that support low-density single-family residential uses based on the Future Land Use Map.**

15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **No, the request could not be handled alternatively as a variance as the requested use is not permitted within the Planned Commercial Farm District (PCFD, 17.180.100) zoning classifications.**

16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Any land disturbance activities on the property shall be required to go through the land development permitting process and as a result are subject to local, state, and federal regulations. As a result, there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.**

17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; **There is no evidence to indicate a mistake was made in the original zoning of the property.**

17.380.050. - Submission requirements for a rezoning request

A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. **Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.**

B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:

1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. **The applicant has submitted a narrative and site plan but did not specifically address the criteria listed in 17.380.060.C.**

2. A site plan drawn to scale designating the area covered by the application and identifying existing and proposed buildings and uses, adjacent existing land uses, zoning on contiguous parcels, including those across an abutting public right-of-way, and any other significant site improvements proposed to accommodate the proposed use or buffer adjacent uses, etc., or a plat of the subject property where no specific land use is proposed. In cases where only a plat or map is provided and no land use is proposed, the planning commission and county commission shall evaluate the application based on the most intense possible land use permitted in the proposed district**. The submitted site plan is drawn to scale and shows the proposed lot configuration.**

C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. **This standard is not applicable as the site will utilize individual on-site septic systems.**

D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. **As there are not 100 or more residential dwelling units proposed this question is not applicable.**

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated July 3, 2023, Emily McGahee stated "All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements."

Hall County Fire Marshal

In an email dated July 5, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant provided the following comments:

1) If approved, site plan will have to be submitted to Hall County for review and approval by the Development Review Committee.
2) Additional fire hydrant(s) may be required.
3) Improvements to Calvary Cross Rd may be required to meet fire apparatus accessibility requirements.

Hall County Public Works and Utilities
In a memo dated July 6, 2023, Bill Nash, 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.
Show stream buffer and impervious setback from wrested vegetation not center line of stream.

Traffic:
GDOT permit will be required for driveways on Lula Road (SR52).
Driveways on Calvary Cross Road must meet Hall County requirements.

Utilities
Hall County sewer district but no feasible sewer connection.

Hall County Tax Assessor
In an email dated July 7, 2023, Tracy Gilreath, Specialized Assessment Manager, confirmed that this parcel is under a conservation use assessment, which was entered in 2022. Conservation Use Assessment is a favorable tax treatment covenant designed to protect qualified property owners from being pressured by the property tax burden to convert their land from agricultural use to residential or commercial use. In exchange for this favorable tax treatment the qualifying property owner must maintain the property in a qualifying use for a period of ten years. The applicant will need to work with the Tax Assessors office to determine how the proposed rezoning will impact the covenant.

Georgia Department of Transportation
In an email dated July 6, 2023, Parker Niebauer, D1TO Traffic Operations Supervisor, confirmed that this project will require GDOT coordination.

- **Excerpts from the minutes of the August 7, 2023 meeting**

Applicant's Presentation:

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

Lee Hemmer, 3945 Reynolds Road, Gainesville, presented the request. The applicant stated that the lots will be well over the required lot size. The applicant discussed variance requests: variance from 16.60.040: To allow driveway access to an arterial roadway; variance from 17.180.060.b.5: Exemption from the 50-foot planted buffer, requirement on the exterior of the Planned Residential Development (PRD) due to the existing vegetation acting as a sufficient buffer (No vegetation exists around the chicken house parcel);

variance from 17.180.060.b.5: Exemption from the 50-foot planted buffer requirement on the exterior of the PRD around the property on which the chicken houses are located. Applicant would agree to install a 25' planted buffer once construction begins on those particular lots; variance from 17.180.060.7.b: No sidewalks are proposed in this development; variance from stormwater management requirement; however, applicant agrees to furnish a stormwater study and report.

Rebuttal

The applicant stated that they are trying to preserve the area by only building eleven homes. The applicant stated that the smell in the area is inevitable.

Public Forum:

Kelley Moore, 4017 Sargent Circle, spoke in favor.

Zackery Greer, 7821 Lula Road, Lula, spoke in opposition. Concerns were surrounding agricultural use, traffic, trash, and farmland preservation.

Andrew Bateman, 7850 Calvary Cross Road, Lula, spoke in opposition. Concerns were the runoff to the pond, marine life, and farmland preservation.

Planning Commission Comments:

Mr. Pilcher questioned if the chicken houses will remain. The applicant stated that lot was sold separately. Mr. Sosebee questioned if the lots would be on septic. The applicant stated that was correct. Ms. Pilcher requested clarification on the total number of homes. The applicant stated there would be eleven.

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

Conditions:

1. Development is approved for lots as generally shown on the concept plan and described in the project narrative modified as necessary for compliance with development standards enforced at the time of site plan approval. 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.
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PLANNING AND DEVELOPMENT DEPARTMENT
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA, 30504
MAILING ADDRESS: PO BOX 1435, GAINESVILLE. GA 30503
t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
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ZONING APPLICATION

Applicant (Name & Mailing Address)
Candler Real Estate
135 Maple Street, NW
Gainesville, GA 30501
Phone 770 988-6383
Email Address lee@candlerre.com

Property Owner (Name & Mailing Address)
Harry William Grier Estate
7896 Calvary Cross Rd.
Lula, GA 30554
Phone 770 654 5521
Email Address Lmoore@gonorton.com

Proposed Use Subdivision

Contact Person (Name & Mailing Address)
Lee Hemmer
135 Maple St. NW
Gainesville, GA 30501
Phone 770 988 6383
Email Address lee@candlerre.com

Status of Applicant
- ☐ Owner
- ☒ Option to Purchase
- ☐ Area Resident
- ☐ Other

Requested Action
Existing Zoning: PCFD
Rezone to: AR-III
Fee:$ 1000.
Receipt #: 859144
Check #: 4011

Tax Parcel Number 12104 000005
Acreage 53.73
Location Address 7896 Calvary Cross Rd., Lula, GA 30554

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

Sign _____ Date: 5-24-23

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: 5-24-23
Taken by: Kat
Tentative Planning Commission Date: Aug 7, 2023
Tentative County Commission Date: Sep 14, 2023
County Commission District: _____

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AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owner(s) Kelley Nichole Boyd, Administrator for
Address The Harry W Grier Estate
7896 ~~7898~~ Calvary Cross Rd
Phone Number Lula, GA Phone 678-347-0088

Name of applicant(s) Candler Real Estate (Lee Hemmer)
Address 135 Maple Street
Gainesville, GA 30501
Phone Number 770-988-6383

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) Kelley Boyd

Personally appeared before me

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

Notary Public

5-23-2023
Date

LORINDA D GRIER
NOTARY PUBLIC
HALL COUNTY, GEORGIA

My Commission Expires 7-30-24

Revised December 2019

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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: Administrator for Estate has Not

I have**____ I have not NO

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: 0 Date of Contribution: _____

OWNER -

Applicant's/Owner's Signature: Kelley Nicole Boyd **Date:** _____

Applicant's/Owner's Name (Printed): Kelley Nicole Boyd

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t: 770-531-6809 I f: 770-531-3902

HALL COUNTY
GEORGIA
We have it all in Hall

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: [signature] **Date:** 5-24-23

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

CANDLER
REAL ESTATE
135 Maple Street, NW
Gainesville, Georgia 30501
Telephone: 770-988-6383
candlerre.com

Rezoning Narrative
53.73 Acres
7896 Calvary Cross Road
Lula, Georgia 30554

The property's current zoning is an obscure and now discontinued PCFD zoning. The applicant is seeking to rezone the property to PRD and divide the entire tract in 12 different parcels with a minimum lot size of 2.00 acres. Five parcels consist of tracts ranging in size from 2.1567 acres to 4.0184 acres located along Calvary Cross Road. These 5 tracts will be divided and sold for single family residential purposes. The applicant's intent is to sell these tracts as estate lots and quality home development. Four of these proposed tracts currently accommodate structures and / or dwellings. These structures and / or dwellings are planned for removal. One of the dwellings may possess remodeling possibilities. Two of the tracts enjoy frontage on a farm pond.

The larger tract consisting of 39.5096 acres as shown on the attached plan as "future development" includes a 6 lot division ranging between 4.1890 to 10.2560 acres in size – all located along State Route 52. For now, the 39.5096 acre tract will remain in use for growing pumpkins. The applicant requests that the County approve this division now as part of this rezoning application.

Lots along Calvary Cross Road are (or will be) served by wells and septic systems. Municipal water may serve any planned or future lots fronting on State Route 52 as a City of Gainesville water line runs along that right of way. The proposed lots are large enough to provide ample buffers to neighboring properties. Applicant agrees to the following:

- 50' setback with existing natural buffer along ARIII/IV zoned properties along the property's exterior boundaries (except for the requested variance outlined herein).
- 30% open space provided on each individual lot
- Driveways will meet site distance requirements
- 2 tree per lot requirement (17.18.060.b.6)

- Note: the existing “chicken houses” are not currently in operation and used solely for storage according to the applicant’s knowledge. The property on which these houses are located is not nor will be owned by applicant.

Applicant is requesting the following variances:

- Variance from 16.60.040: To allow driveway access to an arterial roadway
- Variance from 17.180.060.b.5: Exemption from the 50-foot planted buffer requirement on the exterior of the Planned Residential Development (PRD) due to the existing vegetation acting as a sufficient buffer (No vegetation exists around the chicken house parcel)
- Variance from 17.180.060.b.5: Exemption from the 50-foot planted buffer requirement on the exterior of the PRD around the property on which the chicken houses are located. Applicant would agree to install a 25’ planted buffer once construction begins on those particular lots.
- Variance from 17.180.060.7.b: No sidewalks are proposed in this development.
- Variance from stormwater management requirement; however, applicant agrees to furnish a stormwater study and report.

CANDLER
REAL ESTATE

135 Maple Street, NW
Gainesville, Georgia 30501
Telephone: 770-988-6383
candlerre.com

Rezoning Narrative
53.73 Acres
7896 Calvary Cross Road
Lula, Georgia 30554

The property's current zoning is an obscure and now discontinued PCFD zoning. The applicant is seeking to rezone the property to AR-III and initially divide the entire tract in 6 different parcels. Five parcels will consist of tracts ranging in size from 2.1567 acres to 4.0184 acres and are located along Calvary Cross Road. These 5 tracts will be divided and sold for single family residential purposes. The applicant's intent is to sell these tracts as estate lots and quality home development. Four of these proposed tracts currently hold structures and / or dwellings. These structures and / or dwellings are planned for removal. One of the dwellings have remodeling possibilities. Two of the tracts enjoy frontage on a farm pond.

The remaining larger tract consisting of 39.5096 acres will be held for future subdivision in coming years. The applicant has included an example of how the future development may look like. This future development plan includes dividing the 39.5096 acres in to 6 future lots ranging between 4.1890 to 10.2560 acres in size – all located along State Route 52. For now, the 39.5096 acre tract will remain in use for growing pumpkins.

Lots along Calvary Cross Road are (or will be) served by wells and septic systems. Municipal water may serve any planned or future lots fronting on State Route 52 as a City of Gainesville water line runs along that right of way. The proposed lots are large enough to provide ample buffers to neighboring properties.

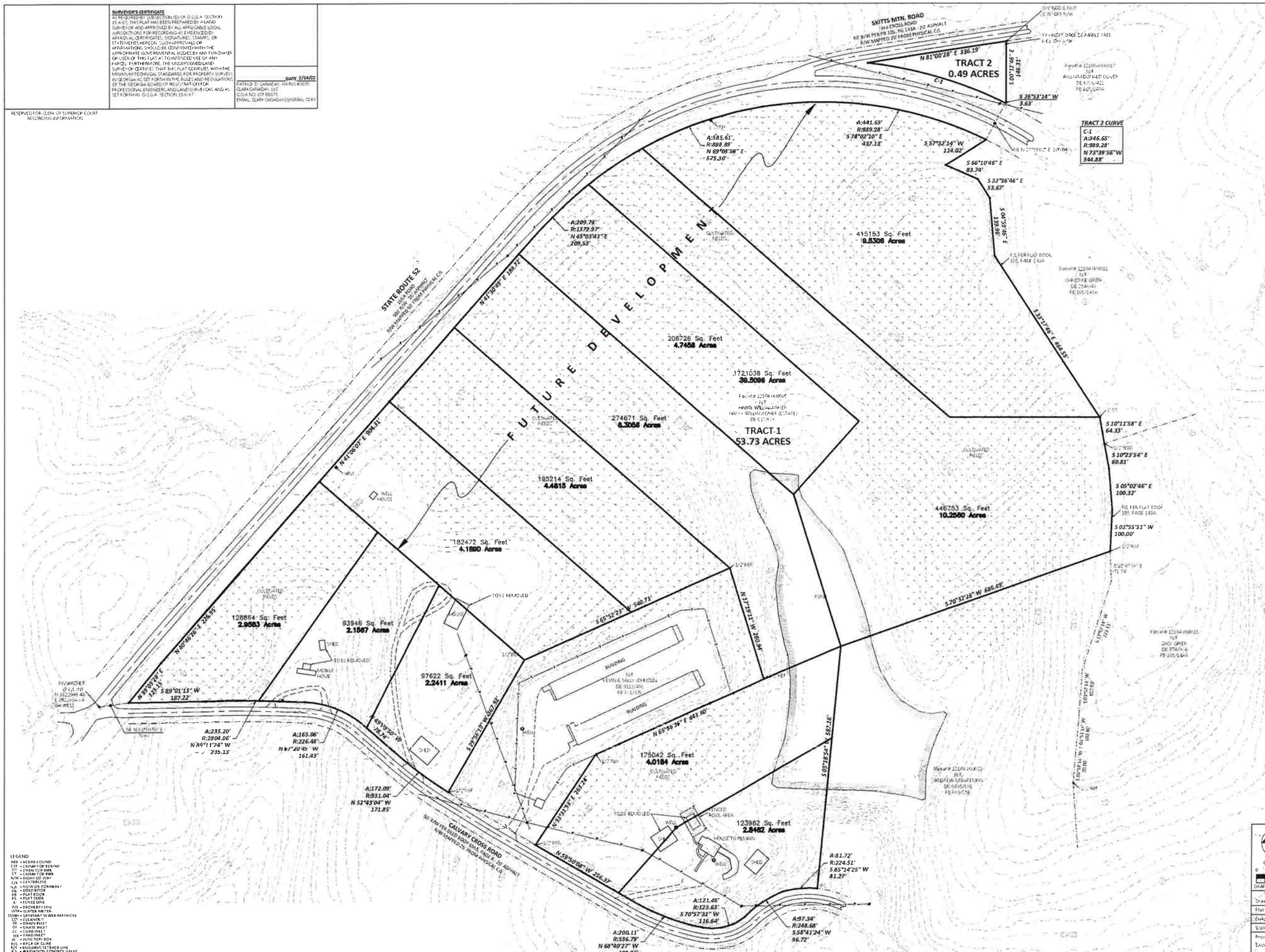
SURVEYOR'S CERTIFICATE

AS REQUIRED BY SUBSECTION (d) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

DATE 2/14/22

PATRICK D. CANADAY, GA RLS #3035
CLARK CANADAY, LLC
C.O.A. NO. LSF 001175
EMAIL CLARKCANADAY2@GMAIL.COM

RESERVED FOR CLERK OF SUPERIOR COURT RECORDING INFORMATION



SURVEY NOTES:

1.) FIELD DATA: 0.03' AVERAGE HAME

2.) MEASUREMENTS WERE TAKEN WITH A DUAL FREQUENCY CARLSON BR-7 GPS RTK GPS BASE RECEIVER ON 5/18/21. ALL DISTANCES ARE GROUND.

3.) PLAT PRECISION: 1:[illegible]

4.) THIS PLAT HAS BEEN DONE FOR THE USE AND PURPOSE OF THE OWNER ASCRIBED AND CONTRACTED WITH BELOW. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE UPON THIS PLAT BY THIRD PARTIES.

5.) THE PUBLIC RECORDS REFERENCED HEREON REFLECT THOSE RECORDS NECESSARY TO THE BOUNDARY OF THE SUBJECT PROPERTY. THIS DOES NOT CONSTITUTE A TITLE SEARCH. PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

6.) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON GRID NORTH GA WEST OBTAINED BY GPS RTK BASE METHODS USING THE LEICA SMARTNET NETWORK.

HALL COUNTY NOTES:

"ANY STREAM OR STATE WATER LOCATED ON THE PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK. (HALL COUNTY CODE § 1-70.070)"

"IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 17-126-040)"

"THE PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #13139C0105G (HALL COUNTY) EFFECTIVE ON 04/04/2012."

"PROPERTY IS NOT LOCATED IN THE HALL COUNTY FUTURE FLOOD ZONE PER HALL COUNTY GIS"

IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY GEORGIA ROADS, THEN STORMWATER EASEMENT IS REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 1-130.100)

ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE § 11-40

ALL LAND DISTURBANCES OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN

LEGEND
RBF = REBAR FOUND
CTF = CRIMP TOP FOUND
OT = OPEN TOP PIPE
CT = CRIMP TOP PIPE
R/W = RIGHT OF WAY
C/L = CENTERLINE
N/F = NOW OR FORMERLY
DB = DEED BOOK
PB = PLAT BOOK
PS = PLAT SLIDE
X = FENCE POST
P/L = PROPERTY LINE
WM = WATER METER
SSMH = SANITARY SEWER MANHOLE
CO = CLEANOUT
DI = DRAIN INLET
GI = GRATE INLET
CI = CURB INLET
YI = YARD INLET
JB = JUNCTION BOX
B/C = BACK OF CURB
B/L = BUILDING SETBACK LINE
ICV = IRRIGATION CONTROL VALVE
~ APPROX. P/L

GRID NORTH
GA WEST
GRAPHIC SCALE FEET

Drawn By: PDC
Plat Date: 3/30/22
Field Date: 3/16/22
Scale: 1" = 100'
Project No.: CALVARYHOUSRD

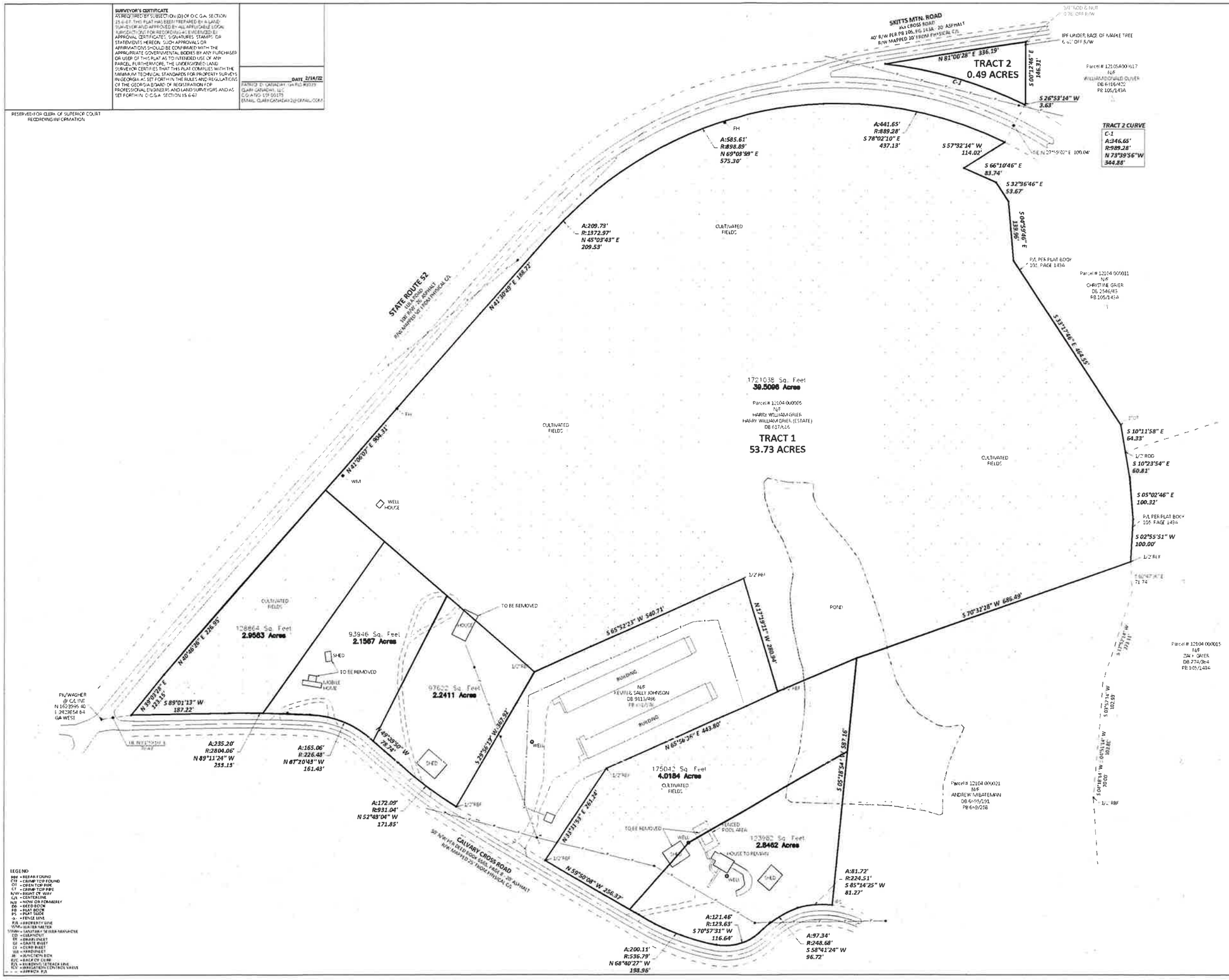
RE-TRACEMENT SURVEY FOR:
HARRY WILLIAM GRIER ESTATE
LAND LOT 104 - 12TH DISTRICT
HALL COUNTY, GEORGIA

CLARK CANADAY
LAND SURVEYING • PLANNING • CONSULTING
4066 Holly Springs Road
Gillsville, Georgia 30543
Phone: 678 630 2039
Email: clarkcanadaysc@gmail.com

SURVEYOR'S CERTIFICATE
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67 THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONAL OFFICIALS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67

DATE 2/14/22
PATRICK D. CANADAY GA REG #3035
CLARK CANADAY, LLC
C.O.A. NO. LSF 001175
EMAIL: CLARKCANADAY2@GMAIL.COM

RESERVED FOR CLERK OF SUPERIOR COURT RECORDING INFORMATION



SURVEY NOTES:

1.) FIELD DATA 0.03' AVERAGE HRMS

2.) MEASUREMENTS WERE TAKEN WITH A DUAL FREQUENCY CARLSON BRX7 GPS RTK BASE RECEIVER ON 5/18/23
ALL DISTANCES ARE GROUND

3.) PLAT PRECISION 1/1240.922'

4.) THIS PLAT HAS BEEN DONE FOR THE USE AND PURPOSE OF THE CLIENT ASCRIBED AND CONTRACTED WITH BELOW. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE UPON THIS PLAT BY THIRD PARTIES

5.) THE PUBLIC RECORDS REFERENCED HEREON REFLECT THOSE RECORDS NECESSARY TO THE BOUNDARY OF THE SUBJECT PROPERTY. THEY DO NOT CONSTITUTE A TITLE SEARCH. PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS, EASEMENTS, AND RESTRICTIONS OF RECORD

6.) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON GRID NORTH GA WEST OBTAINED BY GPS RTK/BASE METHODS USING THE LIEGA SMARTNET NETWORK

HALL COUNTY NOTES:

"ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK (HALL COUNTY CODE § 1 170 070)"

"IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE (HALL COUNTY CODE § 17 225 040)"

"THE PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #13139C0106G (HALL COUNTY) EFFECTIVE ON 04/04/2016."

"PROPERTY IS NOT LOCATED IN THE HALL COUNTY FUTURE FLOOD ZONE PER HALL COUNTY GIS."

IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY GEORGIA ROADS THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE (HALL COUNTY CODE § 8 180 150)

ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE § 12 40

ALL LAND DISTURBANCES OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN

TOTAL AREA
TRACT 1 = 53.73 ACRES
TRACT 2 = 0.49 ACRES
TOTAL = 54.22 ACRES

N
GRID NORTH
0 GA WEST 100
GRAPHIC SCALE - FEET

RE-TRACEMENT SURVEY FOR:
HARRY WILLIAM GRIER ESTATE
LAND LOT 104 - 12TH DISTRICT
HALL COUNTY, GEORGIA

Drawn By	POC
Plat Date	3/20/23
Field Date	3/18/23
Scale	1" = 100
Project No	CALVARYCROSSRD

CLARK CANADAY
LAND SURVEYING • PLANNING • CONSULTING
4066 Holly Springs Road
Gillsville, Georgia 30543
Phone: 678.630.2039
Email: clarkcanaday2@gmail.com

SURVEYOR'S CERTIFICATE

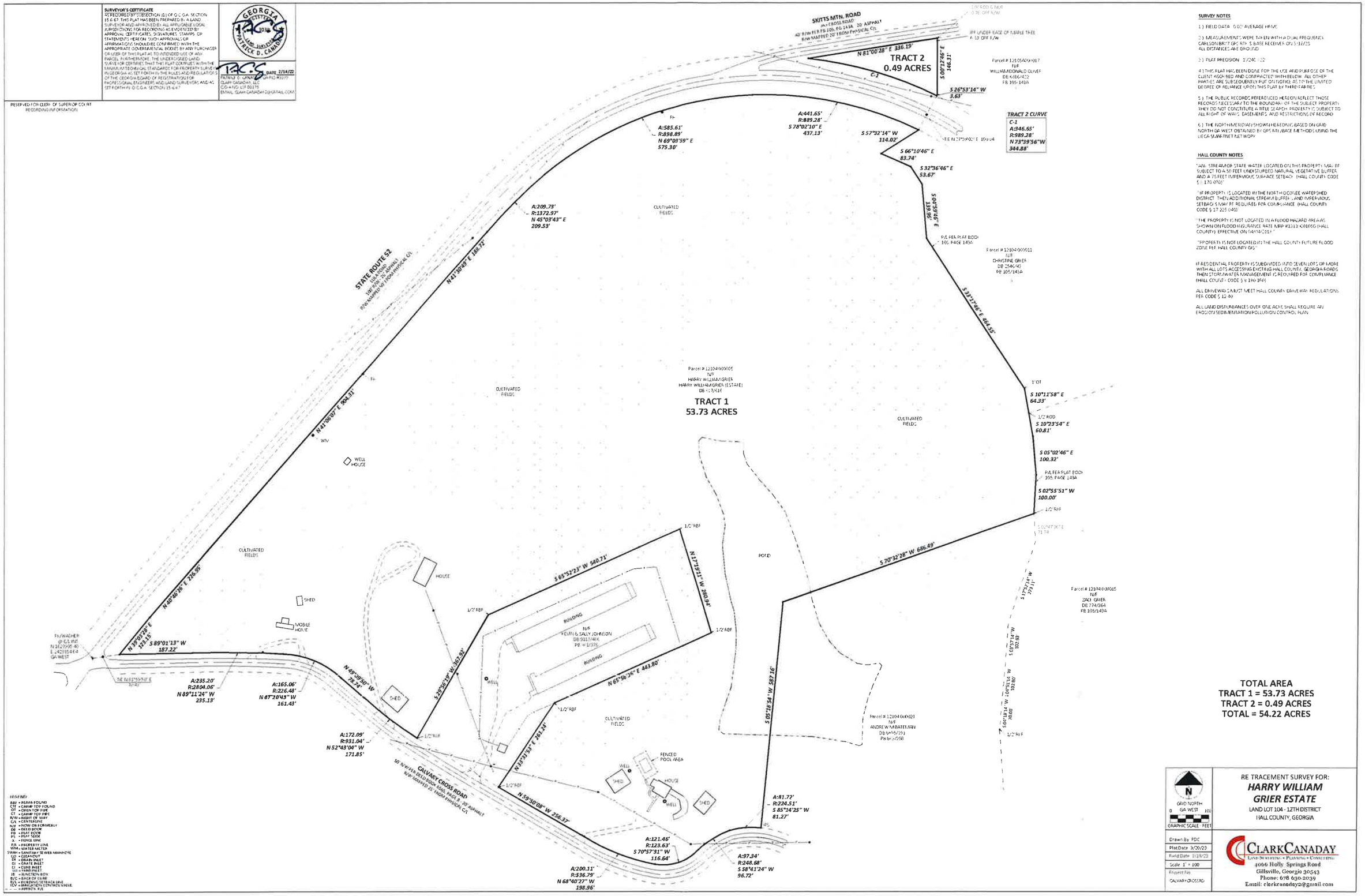
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67 THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED LAND SURVEYOR 3086 PATRICK D. CANADAY

PATRICK D. CANADAY GA REG #3086
CLARK CANADAY, LLC
C.O.A. NO. LSF 001175
EMAIL: CLARK.CANADAY2@GMAIL.COM

DATE 2/14/22

RESERVED FOR CLERK OF SUPERIOR COURT RECORDING INFORMATION



SURVEY NOTES

1.) FIELD DATA: 0.07' AVERAGE HRMS

2.) MEASUREMENTS WERE TAKEN WITH A DUAL FREQUENCY CARLSON BRIZ GPS RTK S BASE RECEIVER ON 5-13-23. ALL DISTANCES ARE GROUND

3.) PLAT PRECISION: 1/200 (0.02')

4.) THIS PLAT HAS BEEN DONE FOR THE USE AND PURPOSE OF THE CLIENT ASSIGNED AND CONTRACTED WITH BELOW. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE UPON THIS PLAT BY THIRD PARTIES.

5.) THE PUBLIC RECORDS REFERENCED HEREON REFLECT THOSE RECORDS NECESSARY TO THE BOUNDARY OF THE SUBJECT PROPERTY. THEY DO NOT CONSTITUTE A TITLE SEARCH. PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

6.) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON GRID NORTH GA WEST OBTAINED BY GPS RTK/BASE METHODS USING THE LIECA SMARTNET NETWORK.

HALL COUNTY NOTES

"ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK. (HALL COUNTY CODE § 1-170.070)"

"IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFER AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 17-225.040)"

"THE PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #13139C0105G (HALL COUNTY) EFFECTIVE ON 06/04/2013."

"PROPERTY IS NOT LOCATED IN THE HALL COUNTY FUTURE FLOOD ZONE PER HALL COUNTY GIS."

IF RESIDENTIAL PROPERTY IS SUBDIVIDED INTO SEVEN LOTS OR MORE WITH ALL LOTS ACCESSING EXISTING HALL COUNTY, GEORGIA ROADS THEN STORMWATER MANAGEMENT IS REQUIRED FOR COMPLIANCE (HALL COUNTY CODE § 1-190.160)

ALL DRIVEWAYS MUST MEET HALL COUNTY DRIVEWAY REGULATIONS PER CODE § 12-30

ALL LAND DISTURBANCES OVER ONE ACRE SHALL REQUIRE AN EROSION SEDIMENTATION POLLUTION CONTROL PLAN

TOTAL AREA
TRACT 1 = 53.73 ACRES
TRACT 2 = 0.49 ACRES
TOTAL = 54.22 ACRES

LEGEND
BRF = REBAR FOUND
CTF = CRIMP TOP FOUND
COTF = CORE TOP FOUND
CT = CRIMP TOP PIPE
R/W = RIGHT OF WAY
C/L = CENTERLINE
N/F = NOW OR FORMERLY
DB = DEED BOOK
PB = PLAT BOOK
PS = PLAT SLIDE
x = FENCE LINE
P/L = PROPERTY LINE
WM = WATER METER
SMH = SANITARY SEWER MANHOLE
CO = CLEANOUT
DI = DRAIN INLET
GI = GRATE INLET
CI = CURB INLET
FH = FIRE HYDRANT
JB = JUNCTION BOX
B/C = BACK OF CURB
B/L = BUILDING SETBACK LINE
ICV = IRRIGATION CONTROL VALVE
- - - = APPROX. P/L

GRID NORTH
GA WEST
0 100
GRAPHIC SCALE - FEET

RE TRACEMENT SURVEY FOR:
HARRY WILLIAM GRIER ESTATE
LAND LOT 104 - 12TH DISTRICT
HALL COUNTY, GEORGIA

Drawn By: FDC
Plat Date: 3/20/23
Field Date: 2/28/23
Scale: 1" = 100'
Project File: CALVARY CROSS RD

CLARK CANADAY
LAND SURVEYING • PLANNING • CONSULTING
4066 Holly Springs Road
Gillsville, Georgia 30543
Phone: 678 630-2039
Email: clarkcanaday2@gmail.com

eFiled and eRecorded
DATE: 04/12/2022
TIME: 12:51 PM
PLAT BOOK: 881
PAGE: 376 - 376
FILING FEES: $10.00
PART ID: 1652640740
RECORDED BY: EAR
Charles Baker, C.S.C
Hall County, GA

RESERVED FOR CLERK OF SUPERIOR COURT RECORDING INFORMATION

SURVEYOR'S CERTIFICATE

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

GEORGIA REGISTERED P.L.S. 3039 LAND SURVEYOR PATRICK D. CANADAY

P.A.C.S. DATE 2/14/22
PATRICK D. CANADAY, GA RLS #3039
CLARKCANADAY, LLC
C.O.A NO. LSF 00175
EMAIL: CLARKCANADAY2@GMAIL.COM

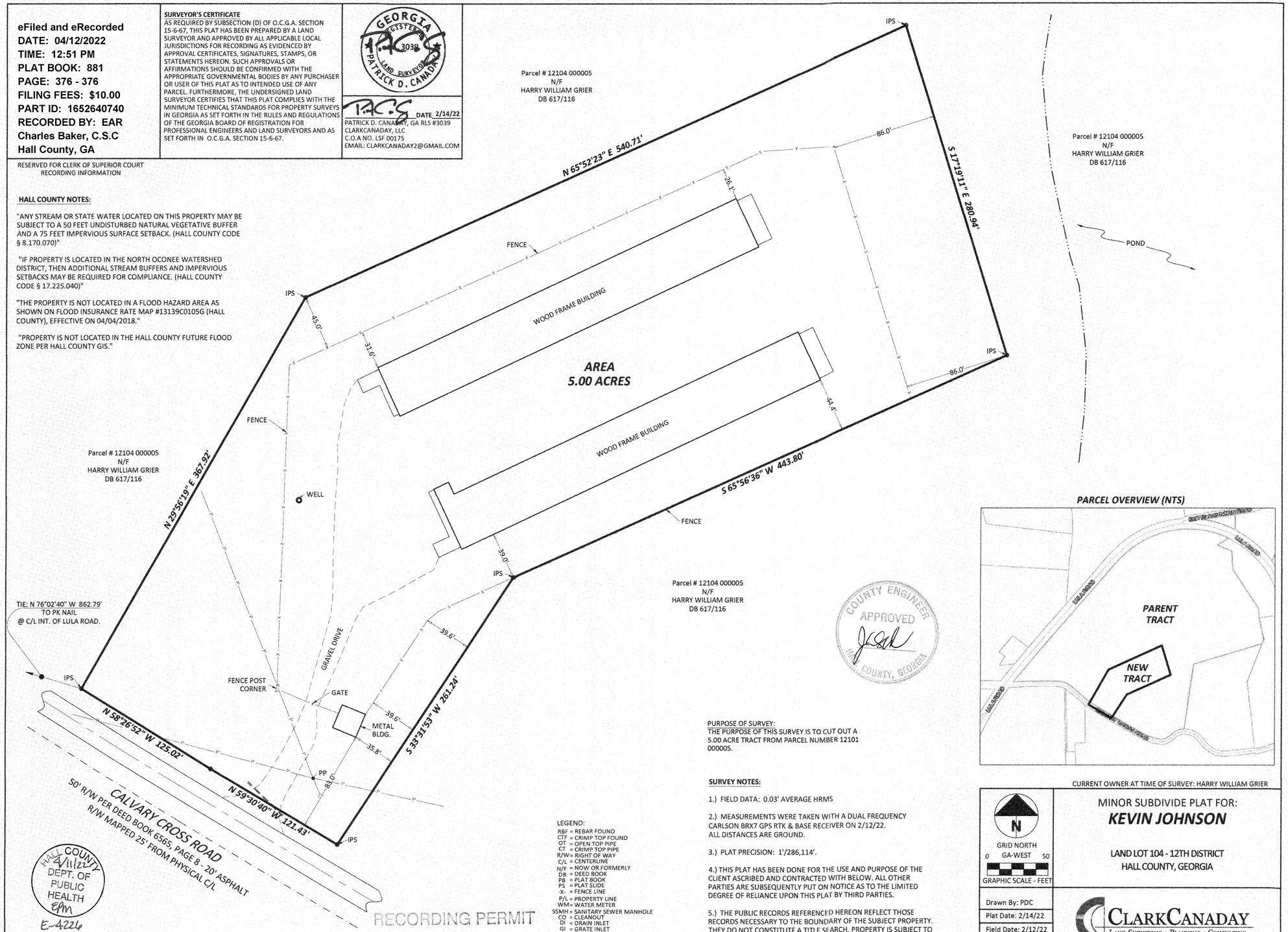
HALL COUNTY NOTES:

"ANY STREAM OR STATE WATER LOCATED ON THIS PROPERTY MAY BE SUBJECT TO A 50 FEET UNDISTURBED NATURAL VEGETATIVE BUFFER AND A 75 FEET IMPERVIOUS SURFACE SETBACK. (HALL COUNTY CODE § 8.170.070)"

"IF PROPERTY IS LOCATED IN THE NORTH OCONEE WATERSHED DISTRICT, THEN ADDITIONAL STREAM BUFFERS AND IMPERVIOUS SETBACKS MAY BE REQUIRED FOR COMPLIANCE. (HALL COUNTY CODE § 17.225.040)"

"THE PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS SHOWN ON FLOOD INSURANCE RATE MAP #13139C0105G (HALL COUNTY), EFFECTIVE ON 04/04/2018."

"PROPERTY IS NOT LOCATED IN THE HALL COUNTY FUTURE FLOOD ZONE PER HALL COUNTY GIS."



COUNTY ENGINEER APPROVED HALL COUNTY, GEORGIA

HALL COUNTY 4/11/22 DEPT. OF PUBLIC HEALTH EPM E-4226

RECORDING PERMIT
BY 04/11/2022
HALL COUNTY PLANNING COMMISSION

PURPOSE OF SURVEY:
THE PURPOSE OF THIS SURVEY IS TO CUT OUT A 5.00 ACRE TRACT FROM PARCEL NUMBER 12101 000005.

SURVEY NOTES:

1.) FIELD DATA: 0.03' AVERAGE HRMS

2.) MEASUREMENTS WERE TAKEN WITH A DUAL FREQUENCY CARLSON BRX7 GPS RTK & BASE RECEIVER ON 2/12/22. ALL DISTANCES ARE GROUND.

3.) PLAT PRECISION: 1'/286,114'.

4.) THIS PLAT HAS BEEN DONE FOR THE USE AND PURPOSE OF THE CLIENT ASCRIBED AND CONTRACTED WITH BELOW. ALL OTHER PARTIES ARE SUBSEQUENTLY PUT ON NOTICE AS TO THE LIMITED DEGREE OF RELIANCE UPON THIS PLAT BY THIRD PARTIES.

5.) THE PUBLIC RECORDS REFERENCED HEREON REFLECT THOSE RECORDS NECESSARY TO THE BOUNDARY OF THE SUBJECT PROPERTY. THEY DO NOT CONSTITUTE A TITLE SEARCH. PROPERTY IS SUBJECT TO ALL RIGHT OF WAYS, EASEMENTS, AND RESTRICTIONS OF RECORD.

6.) THE NORTH MERIDIAN SHOWN HEREON IS BASED ON GRID NORTH GA WEST OBTAINED BY GPS RTK/BASE METHODS USING THE LIECA SMARTNET NETWORK.

LEGEND:
RBF = REBAR FOUND
CTF = CRIMP TOP FOUND
OT = OPEN TOP PIPE
CT = CRIMP TOP PIPE
R/W = RIGHT OF WAY
C/L = CENTERLINE
N/F = NOW OR FORMERLY
DB = DEED BOOK
PB = PLAT BOOK
PS = PLAT SLIDE
-X- = FENCE LINE
P/L = PROPERTY LINE
WM = WATER METER
SSMH = SANITARY SEWER MANHOLE
CO = CLEANOUT
DI = DRAIN INLET
GI = GRATE INLET
CI = CURB INLET
WI = YARD INLET
JB = JUNCTION BOX
B/C = BACK OF CURB
B/L = BUILDING SETBACK LINE
ICV = IRRIGATION CONTROL VALVE
- - - = APPROX. P/L

CURRENT OWNER AT TIME OF SURVEY: HARRY WILLIAM GRIER

N
GRID NORTH
0 GA-WEST 50
GRAPHIC SCALE - FEET

MINOR SUBDIVIDE PLAT FOR:
KEVIN JOHNSON

LAND LOT 104 - 12TH DISTRICT
HALL COUNTY, GEORGIA

Drawn By: PDC	
Plat Date: 2/14/22	
Field Date: 2/12/22	
Scale: 1" = 50'	
Project No.: CALVARYCROSSRD	

CLARKCANADAY
LAND SURVEYING • PLANNING • CONSULTING
4066 Holly Springs Road
Gillsville, Georgia 30543
Phone: 678.630.2039
Email: clarkcanaday2@gmail.com

Applicant: CANDLER ROAD ESTATE

Tax Parcel #: 12104 000005

Location: 7896 CALVARY CROSS ROAD , LULA, GA, 30554

Commission District 3 **PC Mtg. Date: 08/07/23**

0 350 700 1,400
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

Applicant: CANDLER ROAD ESTATE

Tax Parcel #: 12104 000005

Location: 7896 CALVARY CROSS ROAD , LULA, GA, 30554

Commission District 3 **PC Mtg. Date: 08/07/23**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area
Structure

N

Applicant: CANDLER ROAD ESTATE

Tax Parcel #: 12104 000005

Location: 7896 CALVARY CROSS ROAD, LULA, GA, 30554

Commission District 3 **PC Mtg. Date: 08/07/23**

0 150 300 600
Feet

Zoning Boundary
City Limits
Subject Area

N

IN THE PROBATE COURT OF HALL COUNTY
STATE OF GEORGIA

FILED IN OFFICE
PROBATE COURT
HALL COUNTY, GA
2022 MAR -9 PM 3:00

IN RE: ESTATE OF	)	
	)	
HARRY WILLIAM GRIER,	)	ESTATE NO. E-22-055
DECEASED	)	

ORDER APPOINTING ADMINISTRATOR

A petition for letters of administration for the above named decedent was filed.

Kelley Nicole Boyd was nominated administrator in the petition and is hereby found to be legally qualified for said office. The Court finds that the decedent died domiciled within, or domiciled outside the State of Georgia but owning property within, the above county. The Court finds that the decedent died intestate. The Court further finds that all of the heirs at law were served or acknowledged service. The Court further finds that no objection has been filed, and all requirements of law have been fulfilled.

ACCORDINGLY, IT IS ORDERED that the person named above is found to be qualified for such office and is hereby appointed administrator of the estate of the decedent, and that appropriate letters be issued upon said administrator ~~giving bond with approved surety in the sum of $_____ and~~ taking the oath as provided by law. The administrator shall not make any distribution to a person for the benefit of a minor unless that person is qualified to receive such funds according to law.

IT IS FURTHER ORDERED that upon unanimous consent and publication of notice as necessary, the Court hereby: *[Initial all that apply]*

PHL (a) ***POWERS GRANTED*:** Grants to the administrator all of the powers contained in O.C.G.A. § 53-12-261, except the administrator shall not be authorized to bind the estate by any warranty in any conveyance or contract in violation of O.C.G.A. § 53-8-14 (a).

PHL (b) ***REPORTS WAIVED*:** Grants to the administrator the specific power to serve without making and filing inventory, and without filing any annual or other returns or reports to any court.

PHL (c) ***BOND WAIVED*:** Waives the specific requirement to post bond.

PHL (d) ***STATEMENTS WAIVED*:** Grants to the administrator the specific power to serve without furnishing to the heirs statements of receipts and disbursements.

SO ORDERED this 9th day of March, 2022.

Patty Wallace Davis
Judge of the Probate Court

IN THE PROBATE COURT OF HALL COUNTY
STATE OF GEORGIA

FILED IN OFFICE
PROBATE COURT
HALL COUNTY, GA
2022 MAR -9 PM 3:00

IN RE: ESTATE OF	)	
	)	
JANET LYNN GRIER,	)	ESTATE NO. E-22-054
DECEASED	)	

LETTERS OF ADMINISTRATION

[Bond waived and/or certain powers granted]

At a regular term of probate court, this Court granted an order allowing **Kelley Nicole Boyd** to qualify as administrator of the above-named decedent, who was domiciled in this county at the time of her death or was domiciled in another state but owned property in this county at the time of her death, and that upon so doing, letters of administration be issued to such personal representative.

THEREFORE, the said administrator, having taken the oath of office and complied with all necessary prerequisites of the law, is legally authorized to discharge all the duties and exercise all powers of personal representative, according to Georgia law. In addition this Court:

[Initial all that apply]

JNB (a) ***POWERS GRANTED***: Grants to the administrator all of the powers contained in O.C.G.A. § 53-12-261, except the administrator shall not be authorized to bind the estate by any warranty in any conveyance or contract in violation of O.C.G.A. § 53-8-14 (a).

JNB (b) ***REPORTS WAIVED***: Grants to the administrator the specific power to serve without making and filing inventory, and without filing any annual or other returns or reports to any court.

JNB (c) ***BOND WAIVED***: Waives the specific requirement to post bond.

JNB (d) ***STATEMENTS WAIVED***: Grants to the administrator the specific power to serve without furnishing to the heirs statements of receipts and disbursements.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature as judge of the probate court of said county and the seal of this office this 9th day of March, 2022.

Patty Walters Lane
Judge of the Probate Court

The following must be signed if the judge does not sign the original of this document:

Issued by:

Clerk of the Probate Court

[Seal]

STATE OF GEORGIA
COUNTY OF HALL
I, Judge of the Probate Court in and for said County do hereby certify that the within is a true and correct copy of the original as it appears on file in this office. Witness the official seal and signature of Probate Court this 11 day of March, 22

Judge, Clerk Hall County Probate Court

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Monday, July 3, 2023 8:08 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: Planning)
Cc: Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)
Subject: HCPC Tentative Agenda 8.7.23

Please find Environmental Health comments below:

Item 1A-C, 6814 Cleveland Hwy, McIntyre: No comment.

Item 2, 5571 Our Road, Dragomirescu: All proposed structures must meet required setbacks to existing septic system

Items 3A/B, 6956 Dee Lane, Johnson: All proposed structures must meet required setbacks to existing septic system and future repair areas.

Item 4, 5010 McKinzey Lane, English: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 5, 7896 Calvary Cross Road, Candler Road Estate: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements.

Item 6, O Candler Road, Dunagan: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: soil evaluation, and septic system installation may be required after review of business plan.

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: Thursday, July 6, 2023 9:01 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Cc: Peevy, Jonathan; Chavers, Veronica E; Nembhard, Nakia L
Subject: RE: Tentative Planning Agenda for August 7, 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.

The new business items below will require GDOT coordination

5. Candler Rd Estate, Calvary Cross Rd
6. Paden M Dunagan, Candler Rd

Thank you,

Parker Niebauer
D1TO 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: Wednesday, June 28, 2023 3:58 PM
Subject: Tentative Planning Agenda for August 7, 2023

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, August 7, 2023** Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by **Friday, July 7th**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – July 24, 2023

OLD BUSINESS

1. **(A) 6814 Cleveland Highway | Rezone |** from Agricultural Residential-IV and Highway Business (H-B) to Light Industrial (I-I) on a 2.92± acre tract located on the east side of Cleveland Highway, approximately 325 from its intersection with Old Cleveland Highway | Zoned AR-IV and H-B; Tax Parcel 12084 000057 **| Proposed use: truck terminal |** ** Commission District 3 **| Ronald McIntyre, LLC, applicant.**
   (B) 6814 Cleveland Highway | Use Subject to County Commission Approval | on a 2.92± acre tract located on the east side of Cleveland Highway, approximately 325 from its intersection with Old Cleveland Highway | Zoned AR-IV and H-B; Tax Parcel 12084 000057 **| Proposed use: outdoor storage within the Gateway Corridors Overlay District (GCOD) |** ** Commission District 3 **| Ronald McIntyre, LLC, applicant.**
   (C) 6814 Cleveland Highway | Variance | from the non-residential development standards in the Gateway Corridors Overlay District (GCOD) **|** on a 2.92± acre tract located on the east side of Cleveland Highway, approximately 325 from its intersection with Old Cleveland Highway | Zoned AR-IV and H-B; Tax Parcel 12084 000057 **| Proposed use: truck terminal |** ** Commission District 3 **| Ronald McIntyre, LLC, applicant.**

NEW BUSINESS

2. **5571 Our Road | Variance** | from 17.240.010 to reduce the right side yard setback from 10 feet to 5 feet | on a 0.24± acre tract located at the terminus of Our Road | Zoned V-C, Tax Parcel 08089A002027 **| Proposed Use: attached garage** | * Commission District 2 **| Concord Commercial Contracting Co. Inc. / Alexandru Dragomirescu, applicant.**

3. **(A) 6956 Dee Lane | Variance** | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of the road to 50 feet from centerline of the road | on a 0.37± acre tract located on the east side of Dee Lane, approximately 265 feet from its terminus | Zoned V-C, Tax Parcel 11130 000004B **| Proposed Use: detached garage** | * Commission District 2 **| Sharon & Chris Johnson, applicant.**
   (B) 6956 Dee Lane | Variance | from 17.240.010 to reduce the left yard setback from 10 feet to 5 feet | on a 0.37± acre tract located on the east side of Dee Lane, approximately 265 feet from its terminus | Zoned V-C, Tax Parcel 11130 000004B **| Proposed Use: detached garage** | * Commission District 2 **| Sharon & Chris Johnson, applicant.**

4. **5010 McKinzey Lane | Use Subject to County Commission Approval** | on a 3.05± acre tract located on the east side of McKinzey Lane at its intersection with Stephens Road | Zoned V-C, Tax Parcel 08089 001019 **| Proposed Use: 3-lot subdivision** | ** Commission District 2 **| Garry L. & Gale W. English, applicants.**

5. **7896 Calvary Cross Road | Rezone |** from Planned Commercial Farm District (PCFD) to Planned Residential Development (PRD) on a 53.98± acre tract located on north side of Calvary Cross Road at its intersection with Lula Road | Zoned PCFD; Tax Parcel 12104 000005 **| Proposed use: 12-lot subdivision |** ** Commission District 3 **| Candler Road Estate, applicant.**

6. **0 Candler Road | Rezone |** from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) within the Gateway Corridors Overlay District (GCOD) on a 51.47± acre tract located on the west side of Candler Road approximately 1840 feet from its intersection with Lee Land Road | Zoned AR-IV; Tax Parcel 15031A000001 **| Proposed use: welding service |** ** Commission District 3 **| Paden M. Dunagan, 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 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, September 14, 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, September 14, 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 Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org

Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit https://doas.ga.gov/human-resources-administration/human-trafficking-awareness. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.

HALL COUNTY
GEORGIA

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.

Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

M E M O R A N D U M

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: July 6, 2023

Subject: August 7, 2023 - Hall County Planning Commission Agenda

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the August 7, 2023 meeting. Upon review, we provide the following comments.

NEW BUSINESS

1. **(A) 6814 Cleveland Highway | Rezone |** from Agricultural Residential-IV and Highway Business (H-B) to Light Industrial (I-I) on a 2.92± acre tract located on the east side of Cleveland Highway, approximately 325 from its intersection with Old Cleveland Highway | Zoned AR-IV and H-B; Tax Parcel 12084 000057 **| Proposed use: truck terminal |** ** Commission District 3 **| Ronald McIntyre, LLC, applicant.**

   (B) 6814 Cleveland Highway | Use Subject to County Commission Approval | on a 2.92± acre tract located on the east side of Cleveland Highway, approximately 325 from its intersection with Old Cleveland Highway | Zoned AR-IV and H-B; Tax Parcel 12084 000057 **| Proposed use: outdoor storage within the Gateway Corridors Overlay District (GCOD) |** ** Commission District 3 **| Ronald McIntyre, LLC, applicant.**

   (C) 6814 Cleveland Highway | Variance | from the non-residential development standards in the Gateway Corridors Overlay District (GCOD) **|** on a 2.92± acre tract located on the east side of Cleveland Highway, approximately 325 from its intersection with Old Cleveland Highway | Zoned AR-IV and H-B; Tax Parcel 12084 000057 **| Proposed use: truck terminal |** ** Commission District 3 **| Ronald McIntyre, LLC, applicant.**

   a) Engineering: : The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream
   To include detention/ Water quality
   b) Traffic: GDOT permit would be required for any required driveway modifications.
   c) Utilities: No sanitary sewer in area.

2. **5571 Our Road | Variance** | from 17.240.010 to reduce the right side yard setback from 10 feet to 5 feet | on a 0.24± acre tract located at the

terminus of Our Road | Zoned V-C, Tax Parcel 08089A002027 | **Proposed Use: attached garage** | * Commission District 2 **| Concord Commercial Contracting Co. Inc. / Alexandru Dragomirescu, applicant.**

a) **Engineering:** Must remain clear of Corp of Engineer property.
b) **Traffic:** No Comment
c) **Utilities:** No Comment

3. **(A) 6956 Dee Lane | Variance** | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of the road to 50 feet from centerline of the road | on a 0.37± acre tract located on the east side of Dee Lane, approximately 265 feet from its terminus | Zoned V-C, Tax Parcel 11130 000004B **| Proposed Use: detached garage** | * Commission District 2 **| Sharon & Chris Johnson, applicant.**

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   a) **Engineering:** Must remain clear of Army Corp of Engineer property
   b) **Traffic:** No comment
   c) **Utilities:** No Comment

4. **5010 McKinzey Lane | Use Subject to County Commission Approval** | on a 3.05± acre tract located on the east side of McKinzey Lane at its intersection with Stephens Road | Zoned V-C, Tax Parcel 08089 001019 **| Proposed Use: 3-lot subdivision** | ** Commission District 2 **| Garry L. & Gale W. English, applicants.**

   a) **Engineering:** Further subdivision of these lots will results in necessity of a storm water management plan if the total number of lots reaches more than 6.
   b) **Traffic:** Ten foot right-of-way dedication will be required along Mckinzey Lane in order to bring up to Hall County standard for ditched section. Driveways must meet Hall County driveways regulations.
   c) **Utilities:** Flowery Branch sewer district but no feasible connection for sewer lines. Septic system shall comply with all Environmental Health requirements.

5. **7896 Calvary Cross Road | Rezone |** from Planned Commercial Farm District (PCFD) to Planned Residential Development (PRD) on a 53.98± acre tract located on north side of Calvary Cross Road at its intersection with Lula Road | Zoned PCFD; Tax Parcel 12104 000005 **| Proposed use: 12-lot subdivision |** ** Commission District 3 **| Candler Road Estate, applicant.**

   a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds

for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream.

b) **Traffic:** GDOT permit will be required for driveways on Lula Road (SR52). Driveways on Calvary Cross Road must meet Hall County requirements.

c) **Utilities:** Hall county sewer district but no feasible sewer connection.

6. **0 Candler Road | Rezone |** from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) within the Gateway Corridors Overlay District (GCOD) on a 51.47± acre tract located on the west side of Candler Road approximately 1840 feet from its intersection with Lee Land Road | Zoned AR-IV; Tax Parcel 15031A000001 **| Proposed use: welding service |** ** Commission District 3 **| Paden M. Dunagan, applicant.**

a) **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not center line of stream.
FEMA and Hall County studied Flood plains present on site.

b) **Traffic:** Proposed driveways ties into existing Candler Road (SR60) driveways, however, GDOT will need to approve expanded use of existing driveway.

c) **Utilities:** City of Gainesville sewer district.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Wednesday, July 5, 2023 5:10 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Monday, August 7, 2023 Hall County Planning Commission Meeting.

1. **7896 Calvary Cross Road | Rezone |** from Planned Commercial Farm District (PCFD) to Planned Residential Development (PRD) on a 53.98± acre tract located on north side of Calvary Cross Road at its intersection with Lula Road | Zoned PCFD; Tax Parcel 12104 000005 **| Proposed use: 12-lot subdivision |** ** Commission District 3 **| Candler Road Estate, applicant.**

   Hall County Fire Marshal Comments
   1) If approved, site plan will have to be submitted to Hall County for review and approval by the Development Review Committee
   2) Additional fire hydrant(s) may be required.
   3) Improvements to Calvary Cross Rd may be required to meet fire apparatus accessibility requirements.

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

Anael Dominguez (CDI: Planning)

From: Tracy Gilreath (Tax Assessors)
Sent: Friday, July 7, 2023 11:55 AM
To: Randi Doveton (CDI: Planning); Anael Dominguez (CDI: Planning)
Cc: Lisa Niles (Tax Assessors)
Subject: FW: Tentative Planning Agenda for August 7, 2023

Hi all!!

Parcel 12104 000005 is in cuva starting 2022. If you have any questions please let us know.

Respectfully,

Tracy Gilreath
Hall County Tax Assessors
Specialized Assessment Manager
770-531-6752
770-531-6754 fax
www.hallcounty.org

HALL COUNTY
GEORGIA
*We have it **all** in Hall*

From: Lisa Niles (Tax Assessors) <liniles@hallcounty.org>
Sent: Thursday, July 6, 2023 8:30 AM
To: Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>
Subject: RE: Tentative Planning Agenda for August 7, 2023

12104 000005 cuva 2022

Lisa Niles,
Hall County Tax Assessors
Specialized Assessment Administrator
770-770-297-2610

liniles@hallcounty.org

From: Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>
Sent: Wednesday, July 5, 2023 8:34 AM
To: Lisa Niles (Tax Assessors) <liniles@hallcounty.org>
Subject: FW: Tentative Planning Agenda for August 7, 2023

Here's another one please

Tracy Gilreath
Hall County Tax Assessors
Specialized Assessment Manager
770-531-6752
770-531-6754 fax
www.hallcounty.org

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Wednesday, June 28, 2023 3:58 PM
Subject: Tentative Planning Agenda for August 7, 2023

Good afternoon –

Here is the Tentative Agenda and Maps for the **Monday, August 7, 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.

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Thank you,
Ana Dominguez
Planning Commission Clerk
Hall County Community Development and Infrastructure
(770) 531-6810 | www.hallcounty.org

HALL COUNTY
GEORGIA
We have it all in Hall

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT:
CANDLER REAL ESTATE
REQUEST:
RECONE FROM PCFD TO PRD FOR A 12-LOT SUBDIVISION
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION
Date: August 7, 2023
Time: 5:15 P.M.
&
COUNTY COMMISSION
Date: Sept. 14, 2023
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BRGAMS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL (770) 531-6809

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HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL (770) 531-6809

TM
nortoncommercial.com
770.297.4800
KELLY MOORE
770.654.5521
ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT: CANDLER REAL ESTATE
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&
COUNTY COMMISSION
Date: Sept 14, 2023
Time: 6:00 P.M.
HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA
FOR MORE INFORMATION CALL (770) 531-6809

ACREAGE
NORTON
SINCE 1928
nortoncommercial.com
770.297.4800
KELLY MOORE
770.654.5521
ZONING NOTICE

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/11/23)**

REPORT TO: **Voting Meeting (09/14/23)**

ITEM NO: 493/2023

SUBJECT: Approve the purchase of one (1) Kubota Compact Excavator for Public Works & Utilities from James Short Tractor & Equipment of Alto, GA, in the amount of $79,099.92.

Meetings:

Work Session Date: 09/11/23

Voting Meeting Date: 09/14/23

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:
Approve the purchase of one (1) Kubota Compact Excavator for Public Works & Utilities from James Short Tractor & Equipment of Alto, GA, in the amount of $79,099.92.

History:
Recommendation is based on the Sourcewell Cooperative Purchasing Contract #040319-KBA.

Facts and Issues:
The model number of the equipment is KX057-5R3AP.

This equipment purchase is part of the FY24 Capital Improvements Program for Public Works.

The mini-excavator would be used to access sewer mains, forcemains, and service laterals for repairs and maintenance of County infrastructure.

Options:

Funding Requested	$ 79,099.92
Are funds within current budget?	Yes
Source of Funds	505-4430-542100-000
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:

Buyer	Submit	Approve	Purchasing
AP	BN	BN	AP
Budget	**Finance**	**Attorney**	**Administration**
EW	WG	WLI	CR
Clerk			
JR			

Attachments:
Financial Supplement
Quote
Sourcewell Contract #040319-KBA
Sourcewell Contract Award
Sourcewell Contract Pricing

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 493/2023

Funds Requested: $ 79,099.92

Request Budgeted: Yes

Proposed Source of Funding:

505-4430-542100-000

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	505-WATER AND SEWER FUND	4430-SPOUT SPRINGS RECLAMATIONPLANT	542100-MACHINERY	$79,099.92

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 770 531-6800

Sourcewell
Utility Tractors & Mowers – 031121
CE and AG – 040319
Utility Vehicles 122220
Arkansas 4600041718
Delaware GSS-21673
Mississippi (CE Only) 8200056371
Mississippi 8200055841

KX057-5R3AP WEB QUOTE #2694193
Date: 7/25/2023 6:17:00 AM
-- Customer Information --
BOLLINGER, TIM
HALL COUNTY BOC
tbollinger@hallcounty.org
470-691-4140

Quote Provided By
JAMES SHORT TRACTOR & EQUIPMENT OF
Neil King
1325 STATE HIGHWAY 365
ALTO, GA 30510
email: neilking1@live.com
phone: 7067789000

-- Standard Features --

Kubota

K Series KX057-5R3AP

* * * EQUIPMENT IN STANDARD MACHINE * * *

FEATURES
7" LCD Color Display
Auto Idler
Rubber Track Models
A/C ROPS/OPG Cab
Kubota 3 Hydraulic Pump Load Sensing System
1 Gear, 2 Variable Displacement Pumps
All Controls Hydraulic Pilot Controls
Two Operating Pattern Selection System
Accumulator
Digital Control Panel
Attachment Flow Presets, Service Alerts
Standard Front Dozer Blade w/ Float
360 Degree Full Rotation
70 Degree Left, 55 Degree Right Boom Swing
19.8 gpm Adjustable Auxiliary Hydraulics Port 1
Auxiliary Hydraulics Diverter Valve
Thumb Bracket and Relief Valves
Five Second Quick Preheat System
Key Switch Stop System
Half Pitch Rubber Tracks
Self Bleed Fuel System
Auto-Downshift Two Speed Travel System
Swivel Negative Brake
Travel Negative Brake
Third Line

DIMENSIONS AND OPERATING WEIGHT
KX057-5R3AP, Rubber Tracks, ROPS/OPG (Top Guard, Level I) Cab,
Angle Dozer Blade, Dipper Arm, Counterweight, SP2
Overall Length 18' 1.3"
Overall Width 6' 5.2"
Overall Height 8' 4.4"
Operating Weight 13,051 lbs.*
Ground Clearance 12' 0.2"

*Includes operator's weight, 165 lbs.

ENGINE
V2607 Kubota CR E5 Tier 4 Diesel Engine
4 Cylinder, 4 Cycle
46.4 Net HP @ 2200 rpm (SAE J1349)

OPERATIONAL DIMENSIONS
Max Digging Depth 12' 9"
Max Digging Radius @ Ground Level 20' 1"
Max Vertical Digging Depth 5' 4"
Max Dumping Height 13' 8.6"

DOZER BLADE DIMENSIONS
Width 77.2"
Height 16.1"
Lift Above Ground 17.3"
Drop Below Ground 15.9"

PERFORMANCE
Digging Force @ Bucket 10,172 lbs.
Digging Force @ Dipper Arm 5,463 lbs.
Travel Speed (Low) 1.7 mph
Travel Speed (High) 3.0 mph
Climbing Ability 36% / 20°
Lift Capacity 3,410 lbs.
Over Front
Blade Grounded
4.0 Ft. Load Point Height
12.0 Ft. Load Radius

STANDARD WARRANTY
Basic Warranty - 24 Months / 2000 Hours
Rubber Track Warranty - 12 Months / 1000 Hours

-- Custom Options --

KX057-5R3AP Base Price:	$92,971.00
(1) 12" QA TRENCHING BUCKET/U55/KX057-4 K7917-12" QA TRENCHING BUCKET/U55/KX057-4	$1,514.00
(1) MIRROR KIT/CAB/KC040/U35/U55/KX057 K7479-MIRROR KIT/CAB/KC040/U35/U55/KX057	$264.00
(1) HYDRUALIC THUMB K7937B-HYDRUALIC THUMB	$3,294.00
(1) BKT Q.A. COUPLER FOR U55/KX057-4 K7915-BKT Q.A. COUPLER FOR U55/KX057-4	$1,335.00
(1) 36"Q.A. TRENCHING BCKT/U55/KX057-4 K7921-36"Q.A. TRENCHING BCKT/U55/KX057-4	$2,839.00
Configured Price:	$102,217.00
Sourcewell Discount:	($24,532.08)
SUBTOTAL:	$77,684.92
Dealer Assembly:	$165.00
Freight Cost:	$850.00
PDI:	$400.00
Total Unit Price:	$79,099.92
Quantity Ordered:	1
Final Sales Price:	$79,099.92

Final pricing will be based upon pricing at the time of final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*Some series of products are sold out for 2022. **All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.47.22

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Kubota Tractor Corporation

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.N/8.27/31	Affirmative Action	Kubota operates under California Law where according to the State Constitution it is unlawful to require affirmative action	Sourcewell accepts

Proposer's Signature: _____ **Date:** 3/29/19

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
May 23, 2019
Date

Contract Award
RFP #040319

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Kubota Tractor Corporation Date: 3/29/2019

Company Address: 1000 Kubota Drive

City: Grapevine State: TX Zip: 76051

CAGE Code/DUNS: 06-207-4828

Contact Person: Jon Cheek Title: National Accounts Manager

Authorized Signature: Alex Woods
(Name printed or typed)

DocuSign Envelope ID: C4001B0C-53F9-4EF9-BA59-6303317BA60F

FORM E

CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-KBA

Proposer's full legal name: Kubota Tractor Corporation

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D0648B...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-KBA

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kubota Tractor Corporation

Authorized Signatory's Title VICE PRESIDENT

VENDOR AUTHORIZED SIGNATURE

ALEX M WOODS
(NAME PRINTED OR TYPED)

Executed on 5/30, 2019

Sourcewell Contract # 040319-KBA

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Kubota Tractor Corporation

Address: 1000 Kubota Drive

City/State/Zip: Grapevine, TX 76051

Telephone Number: (817) 532-3875

E-mail Address: Jon.Cheek@Kubota.com

Authorized Signature:

Authorized Name (printed): Alex Woods

Title: Vice President, Sales Operations, Supply Chain and Parts

Date: 03/29/2019

Notarized

JENNIFER DRAGOO
Notary Public, State of Texas
Comm. Expires 10-16-2021
Notary ID 131316681

Subscribed and sworn to before me this 29th day of March, 2019

Notary Public in and for the County of Tarrant State of Texas

My commission expires: 10/16/2021

Signature: Jennifer Dragoo

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Kubota Tractor Corporation

Questionnaire completed by: Jon Cheek

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)? Net 45

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? Yes

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

   Dealers will provide quotes to the Sourcewell customers and process the orders. Kubota Tractor Corporation will assist in quotes where needed and also help process orders when needed. The dealers must enter a dealer code reflecting the Sourcewell account in order to be compensated for the sale. The entering of this code will identify the order as an Sourcewell order and allow the information to be pulled for reporting purposes.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process? No, we do not accept P-card payments.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

   - Do your warranties cover all products, parts, and labor?
   - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
   - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
   - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
   - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
   - What are your proposed exchange and return programs and policies?

Please see the Kubota Warranty Guide in the supporting documents under Form P.

6) Describe any service contract options for the items included in your proposal.
   There are no service contract options available for this program but extended warranties are available (see Warranty Guide in Supporting Documents under Form P).

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

   All Kubota products in the 2019 Full Line Brochure are available to Sourcewell members (please see 2019 Full Line Brochures in Supporting Documents under Form P).

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

   Kubota will offer a specific discount off of published list price based on each model and series. Please see Sourcewell Discount Structure file and Price Lists in the Supporting Documents under Form P.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

   Please see the Sourcewell Discount Structure file in the Supporting Documents under Form P.

10) The pricing offered in this proposal is

    _____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

    ___X___ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

    _____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

    _____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.
    None

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

    Most often, the Kubota dealer has already been in contact with the member and knows the requirements of the member which allows him to offer recommendations on the sourced items. The dealer will put that information on the quote. The member will then issue a purchase order which will include the non-Kubota product(s).

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

    In addition to equipment cost, there will be freight charges based on current freight rates, assembly fees, and pre-delivery inspection fees. Assembly fees can vary depending on how many accessories the equipment has and what kind. Pre-delivery inspection is a flat $250 per unit. Please see Install Times and Freight Costs calculations in Supporting Documents under Form P

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Freight will be charged to the member. In the lower 48 States, freight is determined by an equalized freight rate chart by product model and series, and it is included in the quote up front so that the member has this information when making their purchasing decision.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping costs to offshore locations are calculated by freight forwarding companies used by delivering dealers and included in the member quote in the beginning so that the member has the information at the time of making their purchasing decision.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

KTC has a National Distribution Center, 4 Division Warehouses, and 1100 plus dealers that are expected to carry on average 7 months' worth of inventory. KTC will, if needed, ship units from almost anywhere in the country to satisfy urgent orders at no additional cost to the membership.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

Kubota has multiple product groups that constantly review and audit pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group constantly reviews pricing for accuracy giving multiple layers of audit and review. The dealers cannot get paid for their sales using the Sourcewell program without submitting all of the information required to report accurately on the contract usage reports. This information is then downloaded to create our usage reports for the Sourcewell program.

18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Kubota proposes paying an administrative fee of 1.5% of total sales produced under this contract less freight, assembly fees and pre-delivery inspection fees on Kubota products only.

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

- ISO 9001

20) Describe any environmental management system certifications obtained by your organization.

The Kubota Group endeavors to strike a balance between attaining business growth and contributing to environmental conservation, and strives toward ongoing symbiotic development with society through eco-friendly corporate activities. The Group has set five basic categories for environmental conservation: "Tackling Climate Change," "Working towards a Recycling-based Society," "Conserving Water Resources," "Controlling Chemical Substances," and "Conserving Biodiversity." Based on these categories, we are committed to the conservation of the global environment through products, technologies and services that address social issues in the areas of food, water, and the living environment.

- ISO 14001
- US EPA certified engines

Below are some awards that Kubota has received for their environmental management:

- Highest-Rated "A-List Company" in "CDP Water*", a research concerning sustainable water management conducted in 2017
- Environmental Technology and Project Award presented by the Environmental Engineering Committee of the Japan Society of Civil Engineers
- Green Industry Award in 2017 from the Thai government
- 7 time BLUE PROPER award winner from the environment minister of the Indonesian government
- Kansai Eco-Office Encouragement Award and Certification of an Excellent Waste-reduction Building in Japan
- Gold Level LEED Certification, U.S. Corporate Head Quarters

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Preventive maintenance is different for each type of equipment, business use of the equipment, and environment in which the equipment is used in. Each customer's preventive maintenance needs are different. We have many preventive maintenance plans that have been created between our dealers and customers that are designed to best meet the customer's needs. These preventive maintenance plans are executed by the delivering dealer ensuring the continuing relationship between the local dealer and the customer.

Signature: Allyn Worch Date: 3/29/19

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: Kubota Tractor Corporation

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.N/8.27/31	Affirmative Action	Kubota operates under California Law where according to the State Constitution it is unlawful to require affirmative action	Sourcewell accepts

Proposer's Signature: _____ **Date:** 3/29/19

Sourcewell's clarification on exceptions listed above:

LEGAL
HCP
Initials
May 23, 2019
Date

Contract Award
RFP #040319

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Kubota Tractor Corporation Date: 3/29/2019

Company Address: 1000 Kubota Drive

City: Grapevine State: TX Zip: 76051

CAGE Code/DUNS: 06-207-4828

Contact Person: Jon Cheek Title: National Accounts Manager

Authorized Signature: Alex Woods
(Name printed or typed)

DocuSign Envelope ID: C4001B0C-53F9-4EF9-BA59-6303317BA60F

FORM E

CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-KBA

Proposer's full legal name: Kubota Tractor Corporation

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D0648B...
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coauette
7E42B8F817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-KBA

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Kubota Tractor Corporation

Authorized Signatory's Title VICE PRESIDENT

VENDOR AUTHORIZED SIGNATURE

ALEX M WOODS
(NAME PRINTED OR TYPED)

Executed on 5/30, 2019

Sourcewell Contract # 040319-KBA

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Kubota Tractor Corporation

Address: 1000 Kubota Drive

City/State/Zip: Grapevine, TX 76051

Telephone Number: (817) 532-3875

E-mail Address: Jon.Cheek@Kubota.com

Authorized Signature:

Authorized Name (printed): Alex Woods

Title: Vice President, Sales Operations, Supply Chain and Parts

Date: 03/29/2019

Notarized

JENNIFER DRAGOO
Notary Public, State of Texas
Comm. Expires 10-16-2021
Notary ID 131316681

Subscribed and sworn to before me this 29th day of March, 2019

Notary Public in and for the County of Tarrant State of Texas

My commission expires: 10/16/2021

Signature: Jennifer Dragoo

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Kubota Tractor Corporation

Questionnaire completed by: Jon Cheek

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)? Net 45

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? Yes

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

   Dealers will provide quotes to the Sourcewell customers and process the orders. Kubota Tractor Corporation will assist in quotes where needed and also help process orders when needed. The dealers must enter a dealer code reflecting the Sourcewell account in order to be compensated for the sale. The entering of this code will identify the order as an Sourcewell order and allow the information to be pulled for reporting purposes.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process? No, we do not accept P-card payments.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

   - Do your warranties cover all products, parts, and labor?
   - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
   - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
   - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
   - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
   - What are your proposed exchange and return programs and policies?

Please see the Kubota Warranty Guide in the supporting documents under Form P.

6) Describe any service contract options for the items included in your proposal.
   There are no service contract options available for this program but extended warranties are available (see Warranty Guide in Supporting Documents under Form P).

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

   All Kubota products in the 2019 Full Line Brochure are available to Sourcewell members (please see 2019 Full Line Brochures in Supporting Documents under Form P).

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

   Kubota will offer a specific discount off of published list price based on each model and series. Please see Sourcewell Discount Structure file and Price Lists in the Supporting Documents under Form P.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

   Please see the Sourcewell Discount Structure file in the Supporting Documents under Form P.

10) The pricing offered in this proposal is

    _____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

    ___X___ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

    _____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

    _____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.
    None

12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

    Most often, the Kubota dealer has already been in contact with the member and knows the requirements of the member which allows him to offer recommendations on the sourced items. The dealer will put that information on the quote. The member will then issue a purchase order which will include the non-Kubota product(s).

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

    In addition to equipment cost, there will be freight charges based on current freight rates, assembly fees, and pre-delivery inspection fees. Assembly fees can vary depending on how many accessories the equipment has and what kind. Pre-delivery inspection is a flat $250 per unit. Please see Install Times and Freight Costs calculations in Supporting Documents under Form P

14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Freight will be charged to the member. In the lower 48 States, freight is determined by an equalized freight rate chart by product model and series, and it is included in the quote up front so that the member has this information when making their purchasing decision.

15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping costs to offshore locations are calculated by freight forwarding companies used by delivering dealers and included in the member quote in the beginning so that the member has the information at the time of making their purchasing decision.

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

KTC has a National Distribution Center, 4 Division Warehouses, and 1100 plus dealers that are expected to carry on average 7 months' worth of inventory. KTC will, if needed, ship units from almost anywhere in the country to satisfy urgent orders at no additional cost to the membership.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

Kubota has multiple product groups that constantly review and audit pricing along with our digital marketing group that manages our electronic pricing database. In addition, the National Accounts group constantly reviews pricing for accuracy giving multiple layers of audit and review. The dealers cannot get paid for their sales using the Sourcewell program without submitting all of the information required to report accurately on the contract usage reports. This information is then downloaded to create our usage reports for the Sourcewell program.

18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Kubota proposes paying an administrative fee of 1.5% of total sales produced under this contract less freight, assembly fees and pre-delivery inspection fees on Kubota products only.

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

- ISO 9001

20) Describe any environmental management system certifications obtained by your organization.

The Kubota Group endeavors to strike a balance between attaining business growth and contributing to environmental conservation, and strives toward ongoing symbiotic development with society through eco-friendly corporate activities. The Group has set five basic categories for environmental conservation: "Tackling Climate Change," "Working towards a Recycling-based Society," "Conserving Water Resources," "Controlling Chemical Substances," and "Conserving Biodiversity." Based on these categories, we are committed to the conservation of the global environment through products, technologies and services that address social issues in the areas of food, water, and the living environment.

- ISO 14001
- US EPA certified engines

Below are some awards that Kubota has received for their environmental management:

- Highest-Rated "A-List Company" in "CDP Water*", a research concerning sustainable water management conducted in 2017
- Environmental Technology and Project Award presented by the Environmental Engineering Committee of the Japan Society of Civil Engineers
- Green Industry Award in 2017 from the Thai government
- 7 time BLUE PROPER award winner from the environment minister of the Indonesian government
- Kansai Eco-Office Encouragement Award and Certification of an Excellent Waste-reduction Building in Japan
- Gold Level LEED Certification, U.S. Corporate Head Quarters

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Preventive maintenance is different for each type of equipment, business use of the equipment, and environment in which the equipment is used in. Each customer's preventive maintenance needs are different. We have many preventive maintenance plans that have been created between our dealers and customers that are designed to best meet the customer's needs. These preventive maintenance plans are executed by the delivering dealer ensuring the continuing relationship between the local dealer and the customer.

Signature: Allyn Worch Date: 3/29/19

Kubota

CONTRACT# 040319 Med /Compact Const Equip

Sourcewell Awarded Contract

Equipment Type	Model	Series	Discount
Construction Equipment	Excavators	U	24%
Construction Equipment	Excavators	KX	24%
Construction Equipment	Wheel Loaders	R	24%
Construction Equipment	Skid Steer Loaders	SSV	24%
Construction Equipment	Compact track Loaders	SVL	24%
Construction Equipment	B26, L47 & M62	TLB	22%
Tractors	Tractors	B	22%
Tractors	Tractor w/ Loader and Backhoe	BX	22%
Turf	Residential/Commercial Mower	F	22%
Turf	Residential/Commercial Mower	GR	22%
Tractors	Tractors	L	22%
Tractors	Tractors	M	22%
Utility Vehicles	Utility Vehicle	RTV	22%
Utility Vehicles	Utility Vehicle	RTV-X	22%
Turf	Residential/Commercial Mower	T	22%
Turf	Residential/Commercial Mower	Z	22%

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/11/23)**

REPORT TO: **Voting Meeting (09/14/23)**

ITEM NO: 464/2023

SUBJECT: Approve the sole source purchase for a repair and certified rebuild of a 2017 Caterpillar Landfill Compactor for Public Works & Utilities to Yancey Bros. of Cumming, GA, in the amount of $649,801.50.

Meetings:

Work Session Date: 09/11/23

Voting Meeting Date: 09/14/23

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:
Approve the sole source purchase for a repair and certified rebuild of a 2017 Caterpillar Landfill Compactor for Public Works & Utilities to Yancey Bros. of Cumming, GA, in the amount of $649,801.50.

History:
Yancey Bros. is a vendor in good standing with the County. The existing compactor was purchased in 2016 and has produced over 13,500 hours of use.

Facts and Issues:
The compactor to undergo a certified rebuild is the 2017 CAT 836K Landfill compactor. Upon completion, the Landfill will have two operating compactors, which will reduce downtime and improve the efficiency of the Landfill operations. This will result in a virtually new compactor, as all the wear-and-tear parts will be replaced. This was identified as a high priority recommendation in the Solid Waste Master Plan.

Yancey is the authorized dealer and repair center for Caterpillar Equipment.

Options:

Funding Requested	$ 649,801.50
Are funds within current budget?	Yes
Source of Funds	Solid Waste 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?	2023-08-21

Approvals:

Buyer	Submit	Approve	Purchasing
AP	WS	BN	AP
Budget	**Finance**	**Attorney**	**Administration**
TS	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Quote
Photo
Model #836k Caterpillar Landfill Compactor Specifications
Sole Source Justification Form

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 464/2023

Funds Requested: $ 649,801.50

Request Budgeted: Yes

Proposed Source of Funding:

Solid Waste Fund

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	540-SOLID WASTE FUND	4530-LANDFILL	542100-MACHINERY	$649,801.50

Budget Transfer Items:

Additional Information/Comments:

nsmith@hallcounty.org

Contact for Questions: NS

Phone: 770-297-4680

HALL COUNTY LANDFILL
HALL COUNTY BOARD OF COMMISSIONERS
PO DRAWER 1435
GAINESVILLE 30507

CUSTOMER NO.	ESTIMATE NO.	DATE	CONTACT
903856	125615	9/1/2023	
PHONE NO.	**FAX NO.**	**EMAIL**	
1			
MODEL	**MAKE**		**SERIAL NO.**
836K	AA		0TWZ00625
UNIT NO.	**HOURS**	**WO NO.**	**P.O. NO.**
	12999	0569838	
ESTIMATE DESCRIPTION:	CPT + H +		

SEGMENT: 00 CLEAN MACHINE

Segment 00 Total: 3,980.00

SEGMENT: 01 REMOVE & INSTALL RADIATOR & GUARD INCLUDES OTHER ACTIVITIES

Segment 01 Total: 6,488.00

SEGMENT: 02 DISASSEMBLE & ASSEMBLE RADIATOR & GUARD INCLUDES OTHER ACTIVITIES

Segment 02 Total: 30,925.47

SEGMENT: 03 CLEAN, FLUSH, TEST RADIATOR, OIL COOLER& RE

Segment 03 Total: 3,402.60

SEGMENT: 04 REMV RECONDITION & INSTL CLEAN EMISSIONS MODULE INCLUDES CONTROLS

Segment 04 Total: 52,238.04

SEGMENT: 05 REMV RECONDITION & INSTL DIESEL EXHAUST FLUID TANK INCLUDES CONTROLS

Segment 05 Total: 7,490.02

SEGMENT: 06 REMOVE & INSTALL ENGINE, TORQUE CONVERTER EXCLUDES RADIATOR

Segment 06 Total: 13,970.84

SEGMENT: 07 DISASSEMBLE & ASSEMBLE ENGINE

Segment 07 Total: 9,025.28

SEGMENT: 08 RECONDITION/ REBUILD ENGINE

Segment 08 Total: 65,387.38

SEGMENT: 09 R&I, REPLACE WITH NEW HYDRAULIC FAN PUMP TORQUE CONVERTER REMOVED

Segment 09 Total: 5,396.60

SEGMENT: 10 REPLACE HYDRAULIC HOSES/LINES HYDRAULIC FAN

Segment 10 Total: 4,144.64

SEGMENT: 11 REMV RECONDITION & INSTL FAN REVERSING VALVE HYDRAULIC FAN

Segment 11 Total: 2,154.49

SEGMENT: 12	REPLACE FUEL SUPPLY/RETURN LINES INCLUDES OTHER ACTIVITIES		
		Segment 12 Total:	7,265.86
SEGMENT: 13	SEPARATE & CONNECT ENGINE, TORQUE CONVERTER		
		Segment 13 Total:	1,483.61
SEGMENT: 14	RECONDITION/ REBUILD TORQUE CONVERTER WITH ATTACHED VALVE(S)		
		Segment 14 Total:	13,519.27
SEGMENT: 15	REMOVE & INSTALL TRANSMISSION & TRANSFER G INCLUDES OTHER ACTIVITIES		
		Segment 15 Total:	7,237.10
SEGMENT: 16	RECONDITION/ REBUILD TRANSMISSION & TRANSFER G WITH PARKING BRAKE		
		Segment 16 Total:	29,621.74
SEGMENT: 17	R&I, REPLACE WITH NEW TRANSMISSION OIL PUMP TORQUE CONVERTER REMOVED		
		Segment 17 Total:	4,276.82
SEGMENT: 18	REMV RECONDITION & INSTL TRANSMISSION OIL FILTER		
		Segment 18 Total:	1,100.72
SEGMENT: 19	REPLACE TRANSMISSION LINES/HOSES INCLUDES OTHER ACTIVITIES		
		Segment 19 Total:	8,897.96
SEGMENT: 20	REMOVE & INSTALL DRIVE SHAFT EXCLUDES SOME R&I		
		Segment 20 Total:	732.71
SEGMENT: 21	RECONDITION/ REBUILD DRIVE SHAFT INCL CROSSTUBE BRG SUP		
		Segment 21 Total:	7,115.75
SEGMENT: 23	R&I, REP WTH CAT REMAN DRIVE TRAIN ELEC CONTROL CONTROL MODULE		
		Segment 23 Total:	2,667.85
SEGMENT: 24	REPLACE TC/TRANS WIRING HARNESS FROM CONSOLE - JNCT BOX		
		Segment 24 Total:	586.32
SEGMENT: 36	REPLACE COMPACTOR WHEEL		
		Segment 36 Total:	42,575.00
SEGMENT: 37	REMOVE & INSTALL AXLE ARRANGEMENT REAR		
		Segment 37 Total:	3,432.95
SEGMENT: 38	RECONDITION/ REBUILD AXLE ARRANGEMENT REAR		
		Segment 38 Total:	30,837.51
SEGMENT: 41	REMOVE & INSTALL AXLE ARRANGEMENT FRONT		
		Segment 41 Total:	3,433.49
SEGMENT: 42	RECONDITION/ REBUILD AXLE ARRANGEMENT FRONT		
		Segment 42 Total:	30,857.61
SEGMENT: 43	REPLACE WITH NEW PRECLEANER TURBINE		
		Segment 43 Total:	1,657.80
SEGMENT: 44	REPLACE WITH NEW EXHAUST HEAT SHIELD CUSTOM PRODUCT		
		Segment 44 Total:	7,839.38

SEGMENT: 46 TEST/CHECK& ADJUST MACHINE

Segment 46 Total: 4,374.52

SEGMENT: 48 INSTALL PRODUCT LINK SYSTEM

Segment 48 Total: 1,914.34

SEGMENT: 49 TRANSPORT COMPONENT(S)

Segment 49 Total: 1,890.00

SEGMENT: 52 REMOVE & INSTALL HYDRAULIC TANK WITH ATTACHED VALVE(S)

Segment 52 Total: 2,948.02

SEGMENT: 53 RECONDITION/ REBUILD HYDRAULIC TANK WITH ATTACHED VALVE(S)

Segment 53 Total: 5,296.05

SEGMENT: 54 R&I, REP WTH CAT REMAN BRAKE& PILOT PUMP TORQUE CONVERTER REMOVED

Segment 54 Total: 2,190.02

SEGMENT: 55 R&I, REPLACE WITH NEW IMPLEMENT PUMP STEERING& IMPLEMENT

Segment 55 Total: 11,739.90

SEGMENT: 56 REMOVE & INSTALL STEERING VALVE PACKAGE

Segment 56 Total: 605.13

SEGMENT: 57 RECONDITION/ REBUILD STEERING VALVE PACKAGE

Segment 57 Total: 5,899.12

SEGMENT: 58 REMOVE & INSTALL HYDRAULIC CONTROL VALVE MAIN

Segment 58 Total: 1,146.44

SEGMENT: 59 RECONDITION/ REBUILD HYDRAULIC CONTROL VALVE WITH NAMED COMPONENT(S)

Segment 59 Total: 7,717.28

SEGMENT: 60 REPLACE STEERING & BRAKE LINES

Segment 60 Total: 9,850.69

SEGMENT: 61 REMV RECONDITION & INSTL STEERING PILOT VALVE STEERING & BRAKE

Segment 61 Total: 8,098.15

SEGMENT: 62 REPLACE HYDRAULIC HOSES/LINES IMPLEMENT

Segment 62 Total: 11,821.45

SEGMENT: 63 REMV RECONDITION & INSTL PILOT CONTROL VALVE IMPLEMENT

Segment 63 Total: 7,553.79

SEGMENT: 64 REMOVE & INSTALL STEERING CYLINDER INCLUDES MOUNTING GROUP

Segment 64 Total: 1,837.38

SEGMENT: 65 RECONDITION/ REBUILD STEERING CYLINDER

Segment 65 Total: 3,265.72

SEGMENT: 66 REMOVE & INSTALL LIFT/HOIST CYLINDER INCLUDES OTHER ACTIVITIES

Segment 66 Total: 1,605.17

SEGMENT: 67 RECONDITION/ REBUILD LIFT/HOIST CYLINDER

Segment 67 Total: 3,465.73

SEGMENT: 68	REMV RECONDITION & INSTL ATTACHMENT CYLINDER GUARD		
		Segment 68 Total:	6,175.19
SEGMENT: 69	REMV RECONDITION & INSTL LOWERING CONTROL VALVE GUARD		
		Segment 69 Total:	3,914.96
SEGMENT: 70	REMOVE & INSTALL ROPS/FOPS CAB EXCLUDES SOME R&I		
		Segment 70 Total:	1,908.58
SEGMENT: 71	REPAIR ROPS/FOPS CAB		
		Segment 71 Total:	36,089.89
SEGMENT: 72	REPAIR HEATER& AIR CONDITIONER		
		Segment 72 Total:	13,287.96
SEGMENT: 79	REMOVE, RESEAL, INSTALL FUEL TANK		
		Segment 79 Total:	2,184.91
SEGMENT: 80	REPLACE BATTERY CABLE		
		Segment 80 Total:	4,853.19
SEGMENT: 81	REPLACE WIRING HARNESS CHASSIS		
		Segment 81 Total:	9,228.02
SEGMENT: 83	RECONDITION/ REBUILD HITCH		
		Segment 83 Total:	13,570.06
SEGMENT: 86	REMOVE & INSTALL BLADE EXCLUDES SOME R&I		
		Segment 86 Total:	3,391.68
SEGMENT: 87	REPLACE CUTTING EDGE		
		Segment 87 Total:	2,549.25
SEGMENT: 88	PAINT MACHINE		
		Segment 88 Total:	20,121.00
SEGMENT: 89	INSTALL AXLE GUARD		
		Segment 89 Total:	5,955.57
SEGMENT: 90	REPLACE GREASE LINES		
		Segment 90 Total:	2,417.58
SEGMENT: 96	SALVAGE MACHINE		
		Segment 96 Total:	48,790.45
SEGMENT: 97	ADD EXTENTED WARRANTY		
		Segment 97 Total:	0.00
SEGMENT: 98	ADD MARKETING PROGRAM		
		Segment 98 Total:	-69,522.48
SEGMENT: 99	ADD ADT PM SERVICES		
		Segment 99 Total:	41,923.97
		Total Segments:	649,801.50

SUB TOTAL (BEFORE TAXES) 649,801.49

-This estimate will expire 30 days from the estimate date.
-Price excludes Freight Charges, Operating Supplies/EPA Fees and Overtime.
-Terms: Net 30
-Sales Taxes where applicable are not included with the above prices.

ESTIMATED REPAIR TIME: _____*from start date*
"The signature is an authorization to proceed with the required repair work as described within the quote"

Issued PO#: _____ Authorized Name: _____ Please Print

Date: ____/____/_____.

_____
Signature

Any questions? Please call Tracy Weber at Office: (706)318-3443 Mobile: (706)318-3443 Fax: Branch:

Similar 836K Landfill Compactor

PRODUCT SPECIFICATIONS FOR 836K

ENGINE

Gross Power	562 HP
Net Power	496 HP
Engine Model	C18 Cat®
Bore	5.71 in
Stroke	7.2 in
Displacement	1104.5 in^3
Low Idle Speed	750 r/min
Gross - SAE J1349	562 HP
Rated Power (Net ISO 14396)	553 HP
Net Power - SAE J1349 - Converter Drive - Torque Rise	52 %
Net Power - SAE J1349 - Converter Drive - Gross Power	496 HP
Maximum Altitude - Without Derating	7500 ft
Net Power - SAE J1349 - Direct Drive - Gross Power	496 HP
High Idle Speed	2120 r/min
Net Power - SAE J1349 - Direct Drive - Torque Rise	52 %
Rated Power (Lab)	555 HP

Maximum Gross Torque - 1,300 rpm	2275 ft·lbf
Emissions	Tier 4 Final/Stage IV/Korea Tier 4 Final or Tier 3/Stage IIIA equivalent

TRANSMISSION

Travel Speed - Reverse - Converter 2nd	6.5 mile/h
Travel Speed - Forward - Lockup 2nd	7.3 mile/h
Travel Speed - Reverse - Lockup 2nd	7.6 mile/h
Travel Speed - Forward - Lockup 1st	4 mile/h
Transmission Type	Cat Planetary Powershift
Travel Speed - Forward - Converter 1st	3.9 mile/h
Travel Speed - Reverse - Converter 1st	4 mile/h
Travel Speed - Forward - Converter 2nd	6.8 mile/h
Travel Speed - Reverse - Lockup 1st	4.3 mile/h

HYDRAULIC SYSTEM

Steering System	Double Acting – End Mounted
Stroke (1)	29.1 in
Bore (1)	5 in
Vehicle Articulation Angle	86°
Bore (2)	5.5 in
Maximum Supply Pressure	4640 psi

Stroke (2)	40.2 in
Main Relief Pressure	3495 psi
Lift System	Double Acting Cylinder
Pump Flow at 2,006 rpm	66 gal/min
Hydraulic System	Flow Sharing Implement

AXLES

Front	Planetary – Fixed
Rear	Planetary – Oscillating
Oscillation Angle	13°

BRAKING SYSTEM

Parking Brake	Spring Applied, Hydraulic Released

BRAKES

Control System	Full Hydraulic Split Circuit

SERVICE REFILL CAPACITIES

Fuel Tank	209 gal (US)
Cooling System	28 gal (US)
Crankcase	16 gal (US)
Transmission	32 gal (US)
Diesel Engine Fluid Tank (Tier 4 Final/Stage IV/Korea Tier 4 Final)	9 gal (US)
Differential - Final Drives - Rear	50 gal (US)

Differential - Final Drives - Front	49 gal (US)
Hydraulic System - Tank Only	63 gal (US)

WEIGHTS

Operating Weight	123319 lb

CAB

Interior Sound Level - Standard	72 dB(A)
Exterior Sound Level - Suppression	109 dB(A)
Interior Sound Level - Suppression	71 dB(A)
Exterior Sound Level - Standard	111 dB(A)

OPERATING SPECIFICATIONS

Maximum Operating Weight (Tier 4 Final/Stage IV/Korea Tier 4 Final) - Multiple Blade and Wheel Offerings	123319 lb
Maximum Operating Weight (Tier 3/Stage IIIA equivalent) - Multiple Blade and Wheel Offerings	122615 lb
Operating Weight - With Full Tank Capacities and U-Blade (Tier 3/Stage IIIA Equivalent)	122615 lb
Operating Weight - With Full Tank Capacities and U-Blade (Tier 4 Final/Stage IV/Korea Tier 4 Final)	123319 lb

DIMENSIONS (APPROXIMATE)

Height - Top of Cab with A/C	15.27 ft
Height - Top of Exhaust Pipe	15.12 ft
Height - Top of Hood	11.22 ft
Ground Clearance - Bumper	3.38 ft

Centerline of Rear Axle to Edge of Counterweight	10.46 ft
Hitch to Centerline of Front Axle	7.46 ft
Wheel Base	14.93 ft
Width - Over Wheels	14.04 ft
Height - ROPS/Canopy	14.06 ft
Height - Top of Cab with Strobe	15.9 ft
Length - With Blade on Ground - Straight Blade	33.41 ft
Turning Radius - Inside of Wheels	11.93 ft
Ground Clearance	2.07 ft

HYDRAULIC SYSTEM - STEERING

Total Steering Angle	86 degrees
Steering Pressure Limited	3495 psi
Steering System - Circuit	Steering Double Acting – End Mounted
Steering System - Pump	Piston – Variable Displacement
Maximum Flow at × rpm	52 L/min @ 2,006 rpm

WHEELS AND TIPS

Diameter - With Tips	7 ft
Drum Diameter	5.81 ft
Drum Width	4.59 ft
Tips per Wheel	40

836K STANDARD EQUIPMENT

NOTE

Standard and optional equipment may vary. Consult your Cat dealer for details.

POWER TRAIN

Advanced Productivity Electronic Control Shifting (APECS)
Air to air aftercooler
Brakes, fully hydraulic, enclosed, wet multiple disc brakes
Cat Clean Emission Module, insulated (Tier 4 Final/Stage IV/Korea Tier 4 Final)
Electro hydraulic parking brake
Engine, Cat C18: – Tier 4 Final/Stage IV/Korea Tier 4 Final – Tier 3/Stage IIIA equivalent
Fuel priming pump, electric
Fuel to air cooler
Ground level engine shutoff
Guard (3 piece) transmission
Heat shield, turbo and exhaust manifold
Hydraulically driven demand fan
Integrated braking
Radiator, Aluminum Modular Radiator (AMR)
Separated cooling system
Starting aid (ether) automatic
Throttle lock
Torque converter with lockup clutch (LUC)
Turbine precleaner, engine air intake
Transmission, planetary, with 2F/2R speed range control
Underhood ventilation system

ELECTRICAL

Alarm, back-up
Alternator, 150 amp
Batteries, maintenance-free (4-1,000 CCA)
Converter, 10-15 amp, 24V to 12V
Lighting system, halogen (front and rear)
Lighting, access stairway
Starter, electric (heavy duty)
Starter lockout (ground level)
Starting receptacle for emergency start
Transmission lockout (ground level)

OPERATOR ENVIRONMENT

Air conditioner
Cab, sound-suppressed and pressurized
Internal four-post rollover protective structure (ROPS/FOPS)

Radio ready for (entertainment) includes antenna, speakers and converter (12V, 10-15 amp) 12V power port for mobile phone or laptop connection
Camera, rear vision
Coat and hard hat hooks
Flip-up armrest
Heater and defroster
Horn, electric
Hydraulic controls (floor mounted)
Implement hydraulic lockout
Laminated glass
Light, (dome) cab
Lunchbox and beverage holders
Instrumentation, Gauges: – DEF fluid level (Tier 4 Final/Stage IV) – Hydraulic oil temperature – Speedometer/tachometer – Torque converter temperature
Instrumentation, Warning Indicators: – Action alert system, three category – Axle/brake oil temp, front – Brake oil pressure – Electrical system, low voltage – Engine failure malfunction alert and action lamp
Mirrors, rearview (externally mounted)
Parking brake status
Radio, CB (ready)
Seat, Cat Comfort, (cloth) air suspension
Seat belt, retractable, 76 mm (3") wide
STIC Control System with steering lock
Sun visor, front
Tinted glass
Transmission gear (indicator)
Vital Information Management System (VIMS) with graphical information display: external data port, customizable operator profiles
Wet-arm wipers/washers (front and rear)
Intermittent wipers (front and rear)

WHEELS

Wheels, paddle, plus, combination, and diamond wheel configurations

GUARDS

Guards, axle (front and rear)
Guards, cab window
Guards, crankcase and power train, hydraulically powered
Guards, rear fan and grill

BLADES

Bulldozer arrangement is included in the standard equipment. Bulldozer blades are optional.

FLUIDS

Antifreeze, premixed 50% concentration of extended life coolant with freeze protection to –34° C (–29° F)

OTHER STANDARD EQUIPMENT

Auto Blade Positioner (ABP)
Demand fan/swing out (hydraulic reversible)
Doors, service access locking
Ecology drains for engine, radiator, hydraulic tank
Electronic clutch pressure control and remote mounted pressure taps
Emergency platform egress
Engine, crankcase, 250 hour interval with CJ-4 oil
Fuel tank, 793 L (210 gal)
Hitch, drawbar with pin
Hoses, Cat XT™
Hydraulic oil cooler
Hydraulic, steering and brake filtration/screening system
Oil sampling valves
Product Link
Stairways, fixed-L/R (rear access)
Steering, load sensing
Vandalism protection caplocks
Venturi stack

836K OPTIONAL EQUIPMENT

NOTE

Standard and optional equipment may vary. Consult your Cat dealer for details.

VARIOUS BLADES:

Straight blade
U-blade
Semi U-blade

VARIOUS TIP AND WHEEL ARRANGEMENTS:

Paddle
Plus
Diamond

HALL COUNTY
GEORGIA

Sole Source/Brand and Single Source Justification

Request Submitted By

Name:	
Job Title:	
Department:	
E-Mail Address:	
Date of Request:	

Request Details

Sole Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exits or that only one single supplier can fulfill the requirements of the County.

Sole Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

Single Source: Any contract entered into without a competitive solicitation process, based on a justification that two or more vendors can supply the commodity, technology, and/or perform the services required by an agency, but one vendor is selected over the others for reasons such as expertise or previous experience with similar contracts.

For Sole Source or Sole Brand, identify efforts made to locate other possible sources.

Desired Supplier Name:
Desired Supplier Email:
Desired Supplier Phone Number:

Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

Justifying a Sole Source/Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).

Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Justifying a Single Source

Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required.
Letter from Original Equipment Manufacturer (required): Attached

Purchasing Use Only	
Buyer:	
Buyer E-Mail Address:	
Buyer Telephone:	
Contract #:	
Contract Name:	
If publicly solicited, number of protests:	
Outcome:	
Bid # (if competitively bid):	
Purchase Order #:	

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/11/23)**

REPORT TO: **Voting Meeting (09/14/23)**

ITEM NO: 463/2023

SUBJECT: Approve Change Order #3 under RFQ/P #40-009 Right-of-Way Acquisition Services for five (5) parcels on the Sardis Road Connector for Public Works to Croy Engineering, Inc. of Marietta, GA, in the amount of $134,100.00. Commission District 2.

Meetings:

Work Session Date: 09/11/23

Voting Meeting Date: 09/14/23

Executive Summary:

Presenter: BN

Recommendation:
Approve the Change Order

Purpose of Request:
Approve Change Order #3 under RFQ/P #40-009 Right-of-Way Acquisition Services for five (5) parcels on the Sardis Road Connector for Public Works to Croy Engineering, Inc. of Marietta, GA, in the amount of $134,100.00. Commission District 2.

History:

RFQ\P #40-009 was originally awarded by the Board of Commissioners on 11-14-2019 (Item 572/2019).

Facts and Issues:
Change Order # 3 (Req. 23140) from Croy Engineers for the additional services for design changes for 5 parcels on the Sardis Road Connector. Also, several parcels were sold and new negotiations and reoffers were required. GDOT also required several requests that included addition evaluations (Parcels 139, 140, 141, 143 and 144)). Therefore, Croy is asking for an additional $134,100.00 for the added work required to satisfy both the County and GDOT.

Options:

Funding Requested	$ 134,100.00
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII

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:

Buyer	Submit	Approve	Purchasing
AP	WS	BN	AP
Budget	**Finance**	**Attorney**	**Administration**
TS	WG	WLI	CR
Clerk			
JR			

Attachments:

Financial Supplement
Change Order Request - Croy
Change Order Request - PM
Funding Request Breakdown

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 463/2023

Funds Requested: $ 134,100.00

Request Budgeted: Yes

Proposed Source of Funding:

SPLOST VIII

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	324-SPLOST VIII	4971-ENGINEERING	521000-PROFESSIONAL SERVICES	$134,100.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: FMG

Phone: 770531-6800

CROY

June 28, 2023

Frank Miller, County Engineer
Hall County Public Works and Utilities
PO Drawer 1435
Gainesville GA 20503

Re: Contract #40-009 Right of Way Acquisition Services for Sardis Connector Project

Request for Change Order Number 3 - $134,100.00

Dear Frank:

In accordance with your process, CROY requests Hall County approve Change Order #3 for the above referenced contract in the amount of $134,100.00.

General Scope for this change order is to reoffer Parcel 144 due to the design change on the project, relocation expenses for Parcel 139, 140 and 141 and additional program management fees for closing out the project.

We acknowledge receipt and approval of the following:

Contract Award -	$989,300.00
Change Order #1 -	$121,700.00
Change Order #2 -	$139,450.00

Upon approval of Change Order #3 the new lump sum for the contract will be $1,384,550.00.

A more detailed project-specific Schedule outlining scope and fee is attached for reference.

Thank you for the opportunity to work with you on the Sardis Road Connector project.

Sincerely,

Lynn S. Wigington CPM®
Program Manager – Right of Way and Land Acquisition

Attachments

200 Cobb Parkway North | Building 400, Suite 413 | Marietta, Georgia 30062 | 770.971.5407
croyengineering.com

P.I. 0003626 Sardis Road Connector
Right of Way Acquisition
Croy Change Order #3

Change Order # 3 (Req. 23140) from Croy Engineers for the additional services for design changes for 5 parcels on the Sardis Road Connector. Also, several parcels were sold and new negotiations and reoffers were required. GDOT also required several requests that included addition evaluations (Parcels 139, 140, 141, 143 and 144)). Therefore, Croy is asking for an additional $134,100.00 for the added work required to satisfy both the County and GDOT.

We feel this is a valid request, Therefore we would like to move forward with requisition 23140 and approve the additional funds for the right of way acquisition.

Franklin P. Miller, P.E.

Hall County Sardis Road Connector

6/28/2023	Original Contract			Revised Project Totals				Change Order 1				Change Order 2						Change Order 3				
	Quantity	Unit	Fee		Quantity	Unit	Fee		Quantity	Unit	Fee		Comments	Quantity	Unit	Fee			Comments	Quantity	Unit	Fee
Titles	143	**$ 250.00**	$ 35,750.00	**Titles**	169	$ 250.00	$ 42,250.00	**Titles**	16	$ 250.00	$ 4,000.00	**Titles - Stewart Melvin & Frost**		10	$ 250.00	$ 2,500.00		**Titles - Stewart Melvin & Frost**		0	$ 250.00	$ -
GDOT - 9								GDOT - 6				GDOT - 1	143					GDOT -				
Local - 134								Local - 10				Local - 9	2, 22, 25, 71HOA, 56, 58, 70, 94, 171					Local -				
Appraisals				**Appraisals**				**Appraisals**				**Appraisals**	**Updates, Second Appraisals and Condemnations**					**Appraisals**	**Updates, Second Appraisals and Condemnations**			
Residential Appraisals	127	**$ 2,000.00**	$ 254,000.00	Residential Appraisals	151	$ 2,000.00	$ 302,000.00	Residential Appraisals	13	$ 2,000.00	$ 26,000.00	Residential Appraisals		11	$ 2,000.00	$ 22,000.00		Residential Appraisals			$ 2,000.00	$ -
GDOT - 8								GDOT -3				GDOT - 0						GDOT -				
Local - 119								Local - 10				Local - 11	19, 28, 31, 56, 58, 70, 104, 128, 128A, 155, 161,					Local -				
Commercial Appraisals	16	**$ 4,500.00**	$ 72,000.00	Commercial Appraisals	24	$ 4,500.00	$ 108,000.00	Commercial Appraisals	3	$ 4,500.00	$ 13,500.00	Commercial Appraisals		5	$ 4,500.00	$ 22,500.00		Commercial Appraisals				$ -
GDOT - 1				GDOT -144	1	$ 5,000.00	$ 5,000.00	GDOT - 3				GDOT - 4	139, 140, 141, 143					GDOT - 1	144	1	$ 5,000.00	$ 5,000.00
Local - 15								Local				Local - 1	162					Local -				
Specialty Reports				**Specialty Reports**				**Specialty Reports**				**Specialty Report**						**Specialty Report**				
Sign Estimate	16	**$ 500.00**	$ 8,000.00	Sign Estimate	18	$ 500.00	$ 9,000.00	Sign Estimate	0	$ 500.00	$ -	Sign Estimate		1	$ 500.00	$ 500.00		Sign Estimate		1	$ 500.00	$ 500.00
GDOT - 1								GDOT				GDOT						GDOT- 1	144			
Local - 15								Local				Local - 1	71HOA					Local -				
Cost to Cure Reports	23	**$ 3,000.00**	$ 69,000.00	Cost to Cure Reports	24	$ 3,000.00	$ 72,000.00	Cost to Cure Reports	0	$ 3,000.00	$ -	Cost to Cure Reports		1	$ 3,000.00	$ 3,000.00		Cost to Cure Reports				$ -
GDOT - 3				GDOT 144	1	$ 10,900.00	$ 10,900.00	GDOT				GDOT - 1 (revision)	143					GDOT -	144	1	$ 10,900.00	$ 10,900.00
Local - 20								Local				Local						Local				
Trade Fixture Reports	6	**$ 1,500.00**	$ 9,000.00	Trade Fixture Reports	7	$ 1,500.00	$ 10,500.00	Trade Fixture Reports	0	$ 1,500.00	$ -	Trade Fixture Reports		1	$ 1,500.00	$ 1,500.00		Trade Fixture Reports				
GDOT - 1				GDOT - 144	1	$ 4,200.00	$ 4,200.00	GDOT-3				GDOT						GDOT	144	1	$ 4,200.00	$ 4,200.00
Local - 5								Local - 3				Local - 1 (update)	162					Local -				
Septic Reports				Septic Reports	12	$ 1,800.00	$ 21,600.00	Septic Reports	8	$ 1,800.00	$ 14,400.00	Septic Reports		4	$ 1,800.00	$ 7,200.00		Septic Reports			$ 1,800.00	$ -
GDOT -								GDOT - 2				GDOT -						GDOT -				
Local -								Local - 6				Local - 4	47, 99, 99A, 149					Local -				
Relocation Interviews & Packages/Septic				**Relocation Interviews & Packages/Septic**				**Relocation Interviews & Packages/Septic**				**Relocation Interviews & Packages/Septic**						**Relocation Interviews & Packages/Septic**				
Residential	34	**$ 2,500.00**	$ 85,000.00	Residential	34	$ 2,500.00	$ 85,000.00	Residential	0	$ 2,500.00	$ -	Residential		0	$ 2,500.00	$ -		Residential		0	$ 2,500.00	$ -
GDOT -								GDOT -0				GDOT -						GDOT -				
Local - 34								Local -34				Local -						Local -				
Commercial	6	**$ 3,000.00**	$ 18,000.00	Commercial	6	$ 3,000.00	$ 18,000.00	Commercial	0	$ 3,000.00	$ -	Commercial		0	$ 3,000.00	$ -		Commercial		0	$ 3,000.00	$ -
GDOT-2								GDOT - 2				GDOT -						GDOT -				
Local-4								Local - 4				Local -						Local -				
				Commercial Storage Pkg	232	$ 300.00	$ 69,600.00											Commercial Storage Pkg	139,140,141	232	$300.00	$ 69,600.00
					0																	
Negotiations & Reoffers				**Negotiations & Reoffers**	0			**Negotiations & Reoffers**				**Negotiations & Reoffers**						**Negotiations & Reoffers**				
				Relocation Offers	232	$ 100.00	$ 23,200.00											**Relocation Offers**	139,140,141	232	$ 100.00	$ 23,200.00
Residential	127	**$ 2,500.00**	$ 317,500.00	Residential	148	$ 2,500.00	$ 370,000.00	Residential	14	$ 2,500.00	$ 35,000.00	Residential (New)		7	$ 2,500.00	$ 17,500.00		Residential (New)			$ 2,500.00	$ -
GDOT - 8					0			GDOT - 4				GDOT - 0						GDOT -				
Local - 119					0			Local - 10				Local - 7	2, 25, 56, 58, 70, 71HOA, 171					Local -				
					0																	
Residential (Reoffers)	0	$ 1,250.00	$ -	Residential (Reoffers)	25	$ 1,250.00	$ 31,250.00	Residential (Reoffers)	0	$ 1,250.00		Residential (Reoffers)		25	$ 1,250.00	$ 31,250.00		Residential (Reoffers)			$ 1,250.00	$ -
GDOT					0							GDOT-0						GDOT-				
Local					0							Local -25	2, 10, 19, 22, 24, 28, 31, 47, 72,73,74,75, 77, 79, 80, 82,85, 87, 89,90,91,92, 104, 108, 161,					Local -				
					0																	
Commerical + Reoffers	16	**$ 3,000.00**	$ 48,000.00	Commerical + Reoffers	19	$ 3,000.00	$ 57,000.00	Commerical + Reoffers	2	$ 3,000.00	$ 6,000.00	Commercial (Reoffers)		0.5	$ 3,000.00	$ 1,500.00		Commercial (Reoffers)		0.5	$ 3,000.00	$ 1,500.00
GDOT - 1					0			GDOT - 2				GDOT - 0						GDOT - 1	144			
Local - 15					0			Local - 0				Local - 1	162					Local -				
					0																	
Assistance with Closing	143	**$ 300.00**	$ 42,900.00	**Assistance with Closing**	189	$ 300.00	$ 56,700.00	Assistance with Closing	16	$ 300.00	$ 4,800.00	Assistance with Closing	7 new parcels and 23 condemnations	30	$ 300.00	$ 9,000.00		Assistance with Closing			$ 300.00	$ -
					0																	
					0																	
					0																	
Project Management	201	**$ 150.00**	$ 30,150.00	**Project Management**	589	$ 150.00	$ 88,350.00	Project Management	120	$ 150.00	$ 18,000.00	Project Management	5 hours per week since February 2022 - 28 weeks @ 5 hours per week	140	$ 150.00	$ 21,000.00		Project Management	2 hours per week since Sept 2022 - 64 weeks @ 2 hours per week through December 2023	128	$ 150.00	$ 19,200.00
Total			**$ 989,300.00**				**$ 1,384,550.00**				**$ 121,700.00**					**$ 139,450.00**						**$ 134,100.00**
							$ 1,384,550.00															

Detailed Cost Estimate	1	$ 4,500.00	$ 4,500.00	Actual $12,000
Reoffers Residential	1	$ 1,250.00	$ 1,250.00	
Reoffers Commercial	1	$ 1,500.00	$ 1,500.00	

AGENDA ITEM

Public Works and Utilities

REPORT TO: **Work Session (09/11/23)**

REPORT TO: **Voting Meeting (09/14/23)**

ITEM NO: 477/2023

SUBJECT: Approve the award of RFQ/P #43-021 Construction Manager at Risk and Guaranteed Maximum Price for Hall County Health Department Campus Renovations for Public Works & Utilities to Hogan Construction Group, LLC of Peachtree Corners, GA. The estimated cost not to exceed is $4,527,604.00.

Meetings:

Work Session Date: 09/11/23

Voting Meeting Date: 09/14/23

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:
Approve the award of RFQ/P #43-021 Construction Manager at Risk and Guaranteed Maximum Price for Hall County Health Department Campus Renovations for Public Works & Utilities to Hogan Construction Group, LLC of Peachtree Corners, GA. The estimated cost not to exceed is $4,527,604.00.

History:
The Board previously approved the award of the RFP/Q #43-021 on May 25, 2023 to Hogan Construction Group based on the contractor's fee. It was determined upon completion of the Civil and Architectural contract documents for the Health Dept Campus improvements,the awarded contractor would provide a GMP for the Board's consideration.

Facts and Issues:

Options:

The Guaranteed Maximum Price (GMP) requested for approval is for the site work and medical office building (8,065 s.f) portion of the project. Upon completion of the construction documents for the Health Department's interior renovations, a separate GMP for that work scope will be provided.

The contractor agrees to provide the Services to the County as detailed in RFQ/P #43-021, its Exhibits, Attachments, and the bidder's response, all hereby incorporated by reference.

This project includes constructing a new medical office building (8,065 s.f.), renovating the Health Department (33,200 s.f), and site construction to add new parking spaces and access drives to the current Health Department.

This phasing of this work is necessary to allow NGPG to move out of the existing Health Department into the new medical office building prior to the interior renovations of the Health Department can commence.

The American Rescue Plan Act (ARPA) is the funding source.

Funding Requested	$ 4,527,604.00
Are funds within current budget?	Yes
Source of Funds	ARPA
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	

Approvals:

Submit	Approve	Purchasing	Budget
BN	BN	AP	TS
Finance	**Attorney**	**Administration**	**Clerk**
WG	WLI	CR	JR

Attachments:

Financial Supplement
GMP Packet - Statement of Costs

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 477/2023

Funds Requested: $ 4,527,604.00

Request Budgeted: Yes

Proposed Source of Funding:

ARPA

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	230-AMERICAN RESCUE PLAN ACT FUND	3921-COVID RELIEF	541300-BUILDING AND IMPROVEMENTS	$2,000,000.00
2025	230-AMERICAN RESCUE PLAN ACT FUND	3921-COVID RELIEF	541300-BUILDING AND IMPROVEMENTS	$2,527,604.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BN

Phone: 678 531-6800

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2. GMP Estimate Recap Sheet
3. GMP Sitework Estimate
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6. Assumptions & Clarifications
7. Schedule
8. Logistics Plan
9. Documents & Specifications Log

END OF BID PACKAGE CONTENTS

Hogan

August 30, 2023

Mr. Bill Nash
Director of Public Works and Utilities
Hall County, Georgia
2875 Browns Bridge Rd
Gainesville, Georgia 30504

Re: Hall County Sitework and NGPG Building GMP #1

Dear Mr. Nash:

Please find the enclosed GMP package for the above referenced project. As per previous communication, this is GMP #1 of a two-part GMP. Part one will get us through the construction phase of the sitework and NGPG Building. Once the Health Department documents are completed, we will execute GMP #2 of the contract.

Permit documents from CDH and Hussey Gay Bell were originally priced with the estimate totaling $5,023,838.00. Through extensive Value Engineering and revised plans, the GMP is currently at $4,527,604.00 for savings of $496,234.00.

The Schematic floor plan for the Health Department from PPI was estimated in-house by Hogan at $7,434,413.00. Through Value Engineering and revised plans the cost of the Health Department cost is now at $6,359,283 for a current saving of $1,075,130.00.The estimated cost associated with the Heath Department is not included in the current GMP #1 estimate.

On behalf of Hogan Construction Group, I want to thank you and Hall County for allowing us to work on this exciting project. Please do not hesitate to contact me at any time should you have questions or need additional information.

Sincerely,

Michael A. Tomlin
Vice President of Preconstruction Services
Hogan Construction Group, LLC.
mtomlin@hoganconstructiongroup.com
770-242-8588 Office
678-793-5652 Cell

Hall County GMP SOV
8/30/2023

Hogan

Hall County Sitework & NGPG Building GMP Schedule of Values			
	Sitework	**NGPG Building**	**Total**
Sitework	$ 531,267.00		$ 531,267.00
Demolition	$ 4,775.00		$ 4,775.00
Earthwork & Utilities	$ 747,584.00		$ 747,584.00
Building Concrete		$ 121,329.00	$ 121,329.00
Masonry		$ 17,238.00	$ 17,238.00
Structural Steel & Misc. Metals		$ 66,632.00	$ 66,632.00
Rough Carpentry		$ 424,454.00	$ 424,454.00
Millwork		$ 161,419.00	$ 161,419.00
Waterproofing & Caulking		$ 12,550.00	$ 12,550.00
Roofing & Sheet Metal		$ 231,567.00	$ 231,567.00
Doors, Frames, Hardware		$ 72,088.00	$ 72,088.00
Glass, Glazing & Storefront		$ 212,526.00	$ 212,526.00
EIFS.		$ 73,900.00	$ 73,900.00
Drywall & Acoustical		$ 164,436.00	$ 164,436.00
Flooring		$ 86,590.00	$ 86,590.00
Painting & Wallcovering		$ 34,325.00	$ 34,325.00
Miscellaneous Specialties		$ 42,339.00	$ 42,339.00
Toilet Partitions & Accessories		$ 7,936.00	$ 7,936.00
Blinds		$ 8,308.00	$ 8,308.00
HVAC & Plumbing Systems		$ 558,759.00	$ 558,759.00
Electrical Systems		$ 471,292.00	$ 471,292.00
General Conditions & Fee 10.02%	$ 130,362.00	$ 281,987.00	$ 412,349.00
Building Permit	**NIC**	**NIC**	**NIC**
Builders Risk & Insurance	$ 17,388.00	$ 46,553.00	$ 63,941.00
Total	**$ 1,431,376.00**	**$ 3,096,228.00**	**$ 4,527,604.00**
The costs associated with Hall County Health Department are not included in the current estimate.			

Hogan

Hall County NGPG Site Estimate
June 20, 2023

Hall County Health Department Site Work

	DIVISION	LABOR	MATERIAL	SUBCONTRACT	TOTAL
1.	Sitework	$ 1,750.00	$ 937.00	$ 528,580.00	$ 531,267.00
2.	Demolition	$ 2,100.00	$ 2,675.00	$ -	$ 4,775.00
3.	Earthwork	$ 13,720.00	$ 10,353.00	$ 723,511.00	$ 747,584.00
4.	Foundations	$ -	$ -	$ -	$ -
5.	Reinforced Concrete	$ -	$ -	$ -	$ -
5(a).	Concrete Forming	$ -	$ -	$ -	$ -
6.	Cement Finish	$ -	$ -	$ -	$ -
7.	Pre-cast Concrete	$ -	$ -	$ -	$ -
8.	Masonry	$ -	$ -	$ -	$ -
9.	Natural Stone	$ -	$ -	$ -	$ -
10.	Structural Steel & Misc. Metals	$ -	$ -	$ -	$ -
11.	Rough Carpentry	$ -	$ -	$ -	$ -
12.	Millwork	$ -	$ -	$ -	$ -
13.	Waterproofing & Caulking	$ -	$ -	$ -	$ -
14.	Roofing & Sheet Metal	$ -	$ -	$ -	$ -
15.	Hollow Metal	$ -	$ -	$ -	$ -
16.	Wood Doors	$ -	$ -	$ -	$ -
17.	Special Acting Doors	$ -	$ -	$ -	$ -
18.	Finish Hardware	$ -	$ -	$ -	$ -
19.	Glass, Glazing & Storefront	$ -	$ -	$ -	$ -
20.	Lath, Plaster & Stucco	$ -	$ -	$ -	$ -
21.	Drywall	$ -	$ -	$ -	$ -
22.	Ceramic Tile	$ -	$ -	$ -	$ -
23.	Acoustical	$ -	$ -	$ -	$ -
24.	Resilient Flooring	$ -	$ -	$ -	$ -
25.	Painting & Wallcovering	$ -	$ -	$ -	$ -
26.	Special Flooring	$ -	$ -	$ -	$ -
27.	Miscellaneous Specialties	$ -	$ -	$ -	$ -
28.	Toilet Partitions & Accessories	$ -	$ -	$ -	$ -
29.	Equipment	$ -	$ -	$ -	$ -
30.	Casework	$ -	$ -	$ -	$ -
31.	Furnishings	$ -	$ -	$ -	$ -
32.	Special Construction	$ -	$ -	$ -	$ -
33.	Conveying Systems	$ -	$ -	$ -	$ -
34.	Mechanical Systems	$ -	$ -	$ -	$ -
35.	Electrical Systems	$ -	$ -	$ -	$ -
36.	General Items	$ -	$ -	$ -	$ -
	Totals	$ 17,570.00	$ 13,965.00	$ 1,252,091.00	$ 1,283,626.00

Area Enclosed	1	Building Permit	$ -
		Builders Risk	$ 927.00
Cost Per SF	431,376.00	Insurance	$ 16,461.00
		Sub Bond	$ -
		Bond	$ -
		Subtotal	$ 1,301,014.00
		Contingency	$ -
		Fee	$ 130,362.00
		Total	$ 1,431,376.00

Hogan

Hall County NGPG Site Estimate

Sitework | **June 20, 2023** | **Hall County Health Department Site Work**

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
01 1006		**Asphalt Paving**	1	LS		$ -		$ -	$ 294,539.93	$ 294,540.00	**Asphalt Enterprises**
		Standard Duty	2738	SYDS		$ -		$ -		$ -	Included
		Patch and Repair	634	SYDS		$ -		$ -		$ -	Included
		Heavy Duty		**NIC**		$ -		$ -		$ -	
		Mill & Overlay		**NIC**		$ -		$ -		$ -	
		Porous Pavement		**NIC**		$ -		$ -		$ -	
		Porous Pavement Impermeable Liner		**NIC**		$ -		$ -		$ -	
01 3006		**Striping (Spaces)**	1	LS		$ -		$ -	$ 11,060.00	$ 11,060.00	**A Park Rite**
		Parking Spaces	49	EA		$ -		$ -		$ -	Included
		Crosswalk	50	LF		$ -		$ -		$ -	Included
		Directional Arrows	13	EA		$ -		$ -		$ -	Included
		Handicap Spaces	6	EA		$ -		$ -		$ -	Included
		Stop Bar	24	LF		$ -		$ -		$ -	Included
		Striped Isles @ Drive-Thru	185	LF		$ -		$ -		$ -	Included
		Parking Bumpers	19	EA		$ -		$ -		$ -	Included
		Stop Sign	1	EA		$ -		$ -		$ -	Included
		Handicap Sign	6	EA		$ -		$ -		$ -	Included
		"Do Not Enter" Sign	2	EA		$ -		$ -		$ -	Included
		Merge to One Lane Sign	1	EA		$ -		$ -		$ -	Included
		Striped Area For No Parking	450	SF		$ -		$ -		$ -	Included
01 3002		**Concrete Paving**	1	LS		$ -		$ -	$ 72,628.33	$ 72,629.00	**Crouch Concrete**
		Heavy Duty	1300	SF		$ -		$ -		$ -	Included
		Sidewalks	5218	SF		$ -		$ -		$ -	Included
01 2001		Curb and Gutter (1750 lf)	1	LS		$ -		$ -	$ 39,508.88	$ 39,509.00	**Upstate Curb**
		ADA Ramps Types A, B, D w/ Detectable Warning Strip	5	EA		$ -		$ -		$ -	Included
		Back Patio		**NIC**		$ -		$ -		$ -	
		Side Entrance Concrete Pad	70	SF		$ -		$ -		$ -	Included
		Light Pole Bases	5	EA	$ 250.00	$ 1,250.00	$ 175.00	$ 875.00		$ -	
		Flume (12 lf)	1	LS		$ -		$ -	$ 696.00	$ 696.00	**Upstate Curb**
		Transformer Pad	100	SF		$ -		$ -		$ -	Included
01 3010		**Fencing**				$ -		$ -		$ -	
		Retaining Wall Chain Link Fence	113	LF		$ -		$ -		$ -	**Brock Landscape - Included**
		6' Wood Dumpster Fence	60	LF		$ -		$ -	$ 50.00	$ 3,000.00	Allowance
		Paint Wood Fence	60	LF		$ -		$ -	$ 5.00	$ 300.00	Allowance
		Garden Fence (Match Existing)		**NIC**		$ -		$ -		$ -	
01 3021		**Construction Fencing**				$ -		$ -		$ -	
		Temporary Fencing	1	LS		$ -		$ -	$ 5,000.00	$ 5,000.00	Allowance
						$ -		$ -		$ -	
		Retaining Wall	1	LS		$ -		$ -	$ 28,420.00	$ 28,420.00	**Brock Landscaping**
		Modular Block Retaining Wall	580	SF		$ -		$ -		$ -	Included
		Backfill		inc		$ -		$ -		$ -	Included
		Separate Permit		inc		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
01 5001		**Landscaping**	1	LS		$ -		$ -	$ 68,425.21	$ 68,426.00	**LDC Management**
		Trees	18	EA		$ -		$ -		$ -	Included
		Bushes	106	EA		$ -		$ -		$ -	Included
		Mulch	30	CYDS		$ -		$ -		$ -	Included
		Permanent Seed	13500	SF		$ -		$ -		$ -	Included
		Sodding	40000	SF		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
		Swale				$ -		$ -		$ -	**Forsyth Grading**
		Fabric	900	SF		$ -		$ -		$ -	Included
		Rip-Rap	10	TNS		$ -		$ -		$ -	Included
		Sand/Soil Mix	1	LS		$ -		$ -	$ 5,000.00	$ 5,000.00	Allowance
						$ -		$ -		$ -	
01 5002		**Irrigation through Warranty**	1	ALLO		$ -		$ -		$ -	**Included in LDC Management**
01 5003		Temporary Seeding		See EW		$ -		$ -		$ -	
						$ -		$ -		$ -	
						$ -		$ -		$ -	
		Subtotals				$ 1,250.00		$ 875.00		$ 528,580.00	
		Taxes			40.00%	$ 500.00	0.07	$ 62.00			
		Totals				$ 1,750.00		$ 937.00		$ 528,580.00	

Page Total $ 531,267.00

Hogan

Hall County NGPG Site Estimate
June 20, 2023

Demolition

Hall County Health Department Site Work

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
						$ -		$ -		$ -	
						$ -		$ -		$ -	
02	2002	**Sawcutting**				$ -		$ -		$ -	
		Sawcut Asphalt	390	LF		$ -		$ -		$ -	included
		Remove Asphalt	13846	SF		$ -		$ -		$ -	included
		Sawcut Concrete	400	LF		$ -		$ -		$ -	included
		Remove Concrete	4370	SF		$ -		$ -		$ -	included
		Sawcut Masonry		NIC		$ -		$ -		$ -	
		Remove Masonry		NIC		$ -		$ -		$ -	
						$ -		$ -		$ -	
						$ -		$ -		$ -	
02	1021	**General Demolition**				$ -		$ -		$ -	
		Tree Removal	14	EA		$ -		$ -		$ -	included
		Demo Sewer Structures	245	LF		$ -		$ -		$ -	included
		Demo Storm Structures	76	LF		$ -		$ -		$ -	included
		Demo Curb	550	LF		$ -		$ -		$ -	included
		Demo Fence		NIC		$ -		$ -		$ -	
		Demo Metal Posts	2	EA		$ -		$ -		$ -	included
		Mill Asphalt		NIC		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Relocated Items				$ -		$ -		$ -	
		Telephone Box/Line		By County		$ -		$ -		$ -	
		Light Pole		By County		$ -		$ -		$ -	
		Relocate Fire Hydrant/Meter		By EW		$ -		$ -		$ -	
						$ -		$ -		$ -	
02	2031	**Miscellaneous Demo**				$ -		$ -		$ -	
		Dumpsters		inc		$ -		$ -		$ -	included
		Temporary Protection	1	LS	$ 1,500.00	$ 1,500.00	$ 2,500.00	$ 2,500.00		$ -	
		Hazardous Material		**NIC**		$ -		$ -		$ -	
		Trash Buggies		inc		$ -		$ -		$ -	included
		Demolition Tools		inc		$ -		$ -		$ -	included
		Blades		inc		$ -		$ -		$ -	included
02	2008	**Trash Chute**		NIC		$ -		$ -		$ -	
02	2003	**Temp. Partitions**		NIC		$ -		$ -		$ -	
						$ -		$ -		$ -	
						$ -		$ -		$ -	
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						$ -		$ -		$ -	
		Subtotals				$ 1,500.00		$ 2,500.00		$ -	
		Taxes			40.00%	$ 600.00	0.07	$ 175.00			
		Totals				$ 2,100.00		$ 2,675.00		$ -	

Page Total $ 4,775.00

Hogan

Hall County NGPG Site Estimate

Earthwork **June 20, 2023**

Hall County Health Department Site Work

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
03 1025		**Clear & Grub**	1	LS		$ -		$ -	$ 208,437.00	$ 208,437.00	**Forsyth**
03 1020		**General Excavation**				$ -		$ -		$ -	
		Cut & Fill	990	CYDS		$ -		$ -		$ -	included
		Strip Topsoil	1060	CYDS		$ -		$ -		$ -	included
		Re-Spread Topsoil	600	CYDS		$ -		$ -		$ -	included
		Import	1517	SF		$ -		$ -		$ -	included
		Curb Backfill	1750	LF		$ -		$ -		$ -	included
		Wall Backfill	2700	CYDS		$ -		$ -		$ -	**Brock Landscape**
		Layout	1	LS		$ -		$ -	$ 18,050.00	$ 18,050.00	**Spicer Group**
03 1027		**Fine Grade**	60000	SF		$ -		$ -		$ -	included
03 1030		**Dewatering**	1	LS		$ -		$ -	$ 5,000.00	$ 5,000.00	
03 5007		**Domestic Water**	1	LS		$ -		$ -	$ 90,278.00	$ 90,278.00	**Forsyth**
		2" Copper Domestic Line	211	LF		$ -		$ -		$ -	included
		6" DIP Fire Line	32	LF		$ -		$ -		$ -	included
		8" DIP Fire Line	208	LF		$ -		$ -		$ -	included
		6"x8" Reducer	1	EA		$ -		$ -		$ -	included
		8"x2" Tapping Sleve for Domestic Water	1	EA		$ -		$ -		$ -	included
		8"x8" Tap Existing Water Line	1	EA		$ -		$ -		$ -	included
		Fire Hydrant	1	EA		$ -		$ -		$ -	included
		Tap Fees		By County		$ -		$ -		$ -	
		2" Water Meter & Vault		By County		$ -		$ -		$ -	
		Relocate Existing Water Meter	1	EA		$ -		$ -		$ -	included
		Relocate Existing Fire Hydrant	1	EA		$ -		$ -		$ -	included
03 5008		**Storm Drainage**	1	LS		$ -		$ -	$ 160,778.00	$ 160,778.00	**Forsyth**
		12-18" HDPE	1043	LF		$ -		$ -		$ -	included
		18" RCP		**NIC**		$ -		$ -		$ -	
		4" Rain Leaders	125	LF		$ -		$ -		$ -	included
		4" Under Drain @ Swale	53	LF		$ -		$ -		$ -	included
		4" Slotted Under Drain @ Porous Pavement		**NIC**		$ -		$ -		$ -	
		Grate Inlet/Drop Inlet/Cleanout	13	EA		$ -		$ -		$ -	included
		Trench Drain @ Dumpster (32 LF)	1	LS		$ -		$ -	$ 11,787.00	$ 11,787.00	**Ericsons**
		Flared End Structure	1	EA		$ -		$ -		$ -	included
		Junction Box	2	EA		$ -		$ -		$ -	included
		Outlet Control Structure	1	EA		$ -		$ -		$ -	included
		Water Quality Structure	1	EA		$ -		$ -		$ -	included
03 5009		**Sanitary Sewer**	1	LS		$ -		$ -	$ 134,662.00	$ 134,662.00	**Forsyth**
	no Protecto	4" DIP	62	LF		$ -		$ -		$ -	included
	no Protecto	8" DIP	364	LF		$ -		$ -		$ -	included
		8" PVC	173	LF		$ -		$ -		$ -	included
		Concrete Encasement	207	LF		$ -		$ -		$ -	included
		Manholes (5) / Test Manhole (1)	6	EA		$ -		$ -		$ -	included
		Tie In-to Existing Manhole	1	EA		$ -		$ -		$ -	included
03 1006		**Erosion Control**	1	LS		$ -		$ -	$ 93,879.00	$ 93,879.00	**Forsyth**
		Silt Fence	1560	LF		$ -		$ -		$ -	included
		Tree Protection Fence	282	LF		$ -		$ -		$ -	included
		Maintain Erosion Control	1	LS	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00		$ -	
		Sediment Traps	31	EA		$ -		$ -		$ -	included
		Construction Entrance & Maintenance	1	EA		$ -		$ -		$ -	included
		Temp Seeding	80000	SF		$ -		$ -		$ -	included
		Rip Rap	10	TNS		$ -		$ -		$ -	included
		Slope Stabilization	1010	SY		$ -		$ -		$ -	
03 1007		**NPEDS Testing**	7	MOS		$ -	$ 350.00	$ 2,450.00		$ -	
03 1010		**Termite Protection**	8000	SF		$ -		$ -	$ 0.08	$ 640.00	
03 5010		**Batter Boards & Stakes**	1	LS	$ 300.00	$ 300.00	$ 400.00	$ 400.00		$ -	
03 5012		**Street Cleaning**	15	WKS	$ 350.00	$ 5,250.00	$ 125.00	$ 1,875.00		$ -	
03 5014		**Licensed Engineer**	2	WKS	$ 1,500.00	$ 3,000.00		$ -		$ -	
03 5015		**Pump & Hose**	1	LS	$ -	$ -	$ 400.00	$ 400.00		$ -	
03 5016		**Surveying Equipment**	3	MOS		$ -	$ 800.00	$ 2,400.00		$ -	
03 5018		**Wash Station**	1	EA	$ 250.00	$ 250.00	$ 650.00	$ 650.00		$ -	
		Subtotals				$ 9,800.00		$ 9,675.00		$ 723,511.00	
		Taxes			40.00%	$ 3,920.00	0.07	$ 678.00			
		Totals				$ 13,720.00		$ 10,353.00		$ 723,511.00	

Page Total $ 747,584.00

Hogan

Hall County NGPG Building Estimate

June 20, 2023

New 7,800 SF medical office building

	DIVISION	LABOR	MATERIAL	SUBCONTRACT	TOTAL
1.	Sitework	$ -	$ -	$ -	$ -
2.	Demolition	$ -	$ -	$ -	$ -
3.	Earthwork	$ -	$ -	$ -	$ -
4.	Foundations	$ -	$ -	$ -	$ -
5.	Reinforced Concrete	$ -	$ -	$ 121,329.00	$ 121,329.00
5(a).	Concrete Forming	$ -	$ -	$ -	$ -
6.	Cement Finish	$ -	$ -	$ -	$ -
7.	Pre-cast Concrete	$ -	$ -	$ -	$ -
8.	Masonry	$ -	$ -	$ 17,238.00	$ 17,238.00
9.	Natural Stone	$ -	$ -	$ -	$ -
10.	Structural Steel & Misc. Metals	$ 5,635.00	$ 6,634.00	$ 54,363.00	$ 66,632.00
11.	Rough Carpentry	$ -	$ 1,926.00	$ 422,528.00	$ 424,454.00
12.	Millwork	$ -	$ -	$ 161,419.00	$ 161,419.00
13.	Waterproofing & Caulking	$ -	$ -	$ 12,550.00	$ 12,550.00
14.	Roofing & Sheet Metal	$ 1,043.00	$ 1,994.00	$ 228,530.00	$ 231,567.00
15.	Hollow Metal	$ -	$ -	$ -	$ -
16.	Wood Doors	$ -	$ -	$ 70,081.00	$ 70,081.00
17.	Special Acting Doors	$ -	$ -	$ -	$ -
18.	Finish Hardware	$ 1,295.00	$ 712.00	$ -	$ 2,007.00
19.	Glass, Glazing & Storefront	$ 182.00	$ 278.00	$ 212,066.00	$ 212,526.00
20.	Lath, Plaster & Stucco	$ -	$ -	$ 73,900.00	$ 73,900.00
21.	Drywall	$ -	$ -	$ 164,436.00	$ 164,436.00
22.	Ceramic Tile	$ -	$ -	$ -	$ -
23.	Acoustical	$ -	$ -	$ -	$ -
24.	Resilient Flooring	$ -	$ -	$ 86,590.00	$ 86,590.00
25.	Painting & Wallcovering	$ -	$ -	$ 34,325.00	$ 34,325.00
26.	Special Flooring	$ -	$ -	$ -	$ -
27.	Miscellaneous Specialties	$ 11,683.00	$ 17,441.00	$ 13,215.00	$ 42,339.00
28.	Toilet Partitions & Accessories	$ -	$ -	$ 7,936.00	$ 7,936.00
29.	Equipment	$ -	$ -	$ -	$ -
30.	Casework	$ -	$ -	$ -	$ -
31.	Furnishings	$ -	$ -	$ 8,308.00	$ 8,308.00
32.	Special Construction	$ -	$ -	$ -	$ -
33.	Conveying Systems	$ -	$ -	$ -	$ -
34.	Mechanical Systems	$ -	$ 963.00	$ 557,796.00	$ 558,759.00
35.	Electrical Systems	$ 1,050.00	$ 9,070.00	$ 461,172.00	$ 471,292.00
36.	General Items	$ -	$ -	$ -	$ -
	Totals	$ 20,888.00	$ 39,018.00	$ 2,707,782.00	$ 2,767,688.00

Area Enclosed	7,800
Cost Per SF	$ 396.95

Building Permit	$ -
Builders Risk	$ 10,946.00
Insurance	$ 35,607.00
Sub Bond	$ -
Bond	$ -
Subtotal	$ 2,814,241.00
Contingency	$ -
Fee	$ 281,987.00
Total	$ 3,096,228.00

Hogan

Hall County NGPG Building Estimate

Reinforced Concrete **June 20, 2023**

New 7,800 SF medical office building

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
		Concrete Subtractor	1	LS		$ -		$ -	$ 121,329.00	$ 121,329.00	**Crouch Concrete**
05	1030	**Hand Excavation**	40	CYDS		$ -		$ -		$ -	Included
05	1031	**Backfill**	23	CYDS		$ -		$ -		$ -	Included
05	1032	**Fine Grade**	8824	SF		$ -		$ -		$ -	Included
05	1033	Haul Off	17	CYDS		$ -		$ -		$ -	Included
05	1034	**Granular Fill**	114	CYDS		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
05	1035	**Vapor Barrier**	8522	SF		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
05	1021	**3000 PSI Concrete**	158	CYDS		$ -		$ -		$ -	Included
05	1022	**4000 PSI Concrete**		CYDS		$ -		$ -		$ -	
05	1023	**5000 PSI Concrete**		CYDS		$ -		$ -		$ -	
05	1024	**Column Pourback**	5	CYDS		$ -		$ -		$ -	Included
		Fiber Mesh		CYDS		$ -		$ -		$ -	
		Color Mixture		CYDS		$ -		$ -		$ -	
		Ice / Hot Water		CYDS		$ -		$ -		$ -	
05	1002	**Concrete Pump + Primer**		CYDS		$ -		$ -		$ -	
		Pea Gravel Premium		CYDS		$ -		$ -		$ -	
05	7001	**Concrete Testing**		CYDS		$ -		$ -		$ -	
						$ -		$ -		$ -	
05	1025	**Wall Ties**		EA		$ -		$ -		$ -	
						$ -		$ -		$ -	
05	3012	**Re-Steel**		TONS		$ -		$ -		$ -	
		Rebar Chairs		EA		$ -		$ -		$ -	
05	3002	**Wire Mesh**				$ -		$ -		$ -	
05	3002	6x6x1.4x1.4		SF		$ -		$ -		$ -	
05	3002	6x6x2.9x2.9	8522	SF		$ -		$ -		$ -	Included
05	3014	**Post Tension**		LBS		$ -		$ -		$ -	
		Post Tension Jacks		LS		$ -		$ -		$ -	
		Post Tension Chairs		EA		$ -		$ -		$ -	
		Grout Pockets		EA		$ -		$ -		$ -	
05	2008	**Pan Rental**		SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
						$ -		$ -		$ -	
						$ -		$ -		$ -	
05	1038	**Shoring**		EA		$ -		$ -		$ -	
		Re-Shoring		EA		$ -		$ -		$ -	
05	3013	**Dowel Slab**		EA		$ -		$ -		$ -	
						$ -		$ -		$ -	
05	1036	**Hoppers & Buckets**		MOS		$ -		$ -		$ -	
05	1037	**Ga. Buggies**		MOS		$ -		$ -		$ -	
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		Subtotals				$ -		$ -		$ 121,329.00	
		Taxes			40.00%	$ -	0.07	$ -			
		Totals				$ -		$ -		$ 121,329.00	

Page Total $ 121,329.00

Hogan

Hall County NGPG Building Estimate

Concrete Forming — **June 20, 2023** — **New 7,800 SF medical office building**

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
05 6020		**Layout Spread Ftgs.**	19	EA		$ -		$ -		$ -	Included
05 6021		**Layout Strip Ftgs.**		LF		$ -		$ -		$ -	
05 6022		**Layout Slab on Grade**	8507	SF		$ -		$ -		$ -	Included
05 6023		**Layout Slab on Metal Deck**		SF		$ -		$ -		$ -	
05 6024		**Layout Walls**		LF		$ -		$ -		$ -	
						$ -		$ -		$ -	
05 6024		**Formwork**				$ -		$ -		$ -	
05 1019		Wall Form		SF		$ -		$ -		$ -	
		Dove Tail Slot		LF		$ -		$ -		$ -	
		Bulkhead		LF		$ -		$ -		$ -	
05 1051		Set Embeds		EA		$ -		$ -		$ -	
		Edge Form	673	LF		$ -		$ -		$ -	Included
		Brick Ledge		LF		$ -		$ -		$ -	
		Column Blockouts		LF		$ -		$ -		$ -	
		Blockout Form		LF		$ -		$ -		$ -	
		Key Form		LF		$ -		$ -		$ -	
		Water Stop		LF		$ -		$ -		$ -	
		Stair Forms		LF		$ -		$ -		$ -	
		Landings		SF		$ -		$ -		$ -	
		Stair Soffits		SF		$ -		$ -		$ -	
		Treads & Risers		LF		$ -		$ -		$ -	
		Strip Forms	673	SF		$ -		$ -		$ -	Included
		Expansion Joints		LF		$ -		$ -		$ -	
		Trench Drain		LF		$ -		$ -		$ -	
		Stairs on Grade		LF		$ -		$ -		$ -	
		Pan Area		SF		$ -		$ -		$ -	
		Flat Slab		SF		$ -		$ -		$ -	
		Drop Beam Sides		SF		$ -		$ -		$ -	
		Drop Beam Bottoms		SF		$ -		$ -		$ -	
		Spandrel Beam Sides		SF		$ -		$ -		$ -	
		Spandrel Beam Bottoms		SF		$ -		$ -		$ -	
		Capital Sides		SF		$ -		$ -		$ -	
		Capital Bottoms		SF		$ -		$ -		$ -	
		Round Columns		SF		$ -		$ -		$ -	
		Square Columns		SF		$ -		$ -		$ -	
		Pier Forms		SF		$ -		$ -		$ -	
		Chamfer Strips		LF		$ -		$ -		$ -	
		Form Liner		SF		$ -		$ -		$ -	
		Wall Haunch		LF		$ -		$ -		$ -	
		Flying Beams		SF		$ -		$ -		$ -	
05 1050		**Misc. Forming**		LS		$ -		$ -		$ -	
05 1003		**Form Lumber**		MBF		$ -		$ -		$ -	
05 1004		**Form Plywood**		MSF		$ -		$ -		$ -	
						$ -		$ -		$ -	
05 2009		**Saws/Grinders**		LS		$ -		$ -		$ -	
05 2010		**Blades**		LS		$ -		$ -		$ -	
		Blow off Forms		LS		$ -		$ -		$ -	
		Form Oil		LS		$ -		$ -		$ -	
		Column Rental		SF		$ -		$ -		$ -	
05 2011		**Building Safety Rails**		LF		$ -		$ -		$ -	
		Column Cable Rail Sleeves				$ -		$ -		$ -	
05 7006		**Foundation Drainage**				$ -		$ -		$ -	
		Pipe		LF		$ -		$ -		$ -	
		Granular Fill		CYDS		$ -		$ -		$ -	
		Fabric		SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Expansion Joint @ Column Pourbacks	152	LF		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
						$ -		$ -		$ -	
		Subtotals				$ -		$ -		$ -	
		Taxes			40.00%	$ -	0.07	$ -			
		Totals				$ -		$ -		$ -	

Page Total $ -

Hogan

Sheet 6

Hall County NGPG Building Estimate

June 20, 2023

Cement Finish

New 7,800 SF medical office building

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
06 1012		**Trowel Finish**	8507	SF		$ -		$ -		$ -	Included
		Flatness Program		LS		$ -		$ -		$ -	
06 1011		**Broom Finish**		SF		$ -		$ -		$ -	
06 1011						$ -		$ -		$ -	
06 1016		**Common Finish**	673	SF		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
		Rubbed Finish		SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
06 1014		**Stairs**				$ -		$ -		$ -	
		Landings		SF		$ -		$ -		$ -	
		Treads & Risers		SF		$ -		$ -		$ -	
		Soffits		SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
06 1015		**Cure & Protect**	8507	SF		$ -		$ -		$ -	Included
		Bonding Agent		SF		$ -		$ -		$ -	
06 1013		**Screed Finish**		SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
06 1002		**Install Anchor Bolts**	76	EA		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
06 1001		**Grout Base Plates**	19	EA		$ -		$ -		$ -	Included
		Grout Elevator Sills		EA		$ -		$ -		$ -	
						$ -		$ -		$ -	
06 2001		**Sand & Cement**		LS		$ -		$ -		$ -	
						$ -		$ -		$ -	
06 1032		**Sawcut Expansion Joints**	851	LF		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
06 3001		**Sandblast Finish**		SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
06 1017		**Trowel Machine**		MOS		$ -		$ -		$ -	
06 1018		**Vibrators**		MOS		$ -		$ -		$ -	
06 1019		**Air Compressor/Hose**		LS		$ -		$ -		$ -	
06 1020		**Bushhammer**		MOS		$ -		$ -		$ -	
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				Subtotals				$ -		$ -		$ -	
				Taxes		40.00%	$ -	0.07	$ -			
				Totals				$ -		$ -		$ -	

Page Total $ -

Sheet 8

Hogan

Hall County NGPG Building Estimate

Masonry **June 20, 2023** **New 7,800 SF medical office building**

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
08 5001		**Masonry**	1	LS		$ -		$ -	$ 17,238.00	$ 17,238.00	**MM Company**
		Adhered Stone Masonry Veneer	450	SF		$ -		$ -		$ -	included
		Scratch Coat over Metal Lath		inc		$ -		$ -		$ -	included
		Fluid Applied Behind		see Wtrpfg		$ -		$ -		$ -	
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		Subtotals				$ -		$ -		$ 17,238.00	
		Taxes			40.00%	$ -	0.07	$ -			
		Totals				$ -		$ -		$ 17,238.00	

Page Total $ 17,238.00

Hogan

Hall County NGPG Building Estimate

Structural Steel & Misc. Specialties **June 20, 2023**

New 7,800 SF medical office building

					Labor Cost		Material Cost		Subcontractor Cost		
Cost Code	**Spec. Section**	**Description**	**Quantity**	**U/M**	**Unit**	**Labor**	**Unit**	**Material**	**Unit**	**Subcontract**	**Comments**
10 1003		**Structural Steel**	1	LS		$ -		$ -	$ 49,362.50	$ 49,363.00	**Smith Iron**
10 1003		Structural Steel	5	TONS		$ -		$ -		$ -	Included
		22 Gag. Metal Decking		**NIC**		$ -		$ -		$ -	
		Galvanizing		TONS		$ -		$ -		$ -	Included
		Erection	5	TONS		$ -		$ -		$ -	Included
		Special Inspections	1	ALLO		$ -		$ -	$ 5,000.00	$ 5,000.00	Allowance
10 1005		**Misc. Metals**	7800	SF	$ 0.50	$ 3,900.00	$ 0.75	$ 5,850.00		$ -	
		Dock Angles		N/A		$ -		$ -		$ -	
		Ladders		N/A		$ -		$ -		$ -	
		Elevator Hoist Beam		N/A		$ -		$ -		$ -	
		Trench Drains		See Sitework		$ -		$ -		$ -	
		Cable Rails		N/A		$ -		$ -		$ -	
		Toilet Partition Supports		N/A		$ -		$ -		$ -	
		Countertop Supports		See Millwork		$ -		$ -		$ -	
		Operable Wall Supports		N/A		$ -		$ -		$ -	
		Projection Screen Supports		N/A		$ -		$ -		$ -	
10 2003		**Stairs/Rails**		N/A		$ -		$ -		$ -	
		Stair Nosings		N/A		$ -		$ -		$ -	
10 2002		**Ornamental Metals**				$ -		$ -		$ -	
		Guard Rails		N/A		$ -		$ -		$ -	
		Hand Rails		N/A		$ -		$ -		$ -	
10 1004		**Embeds**		LS		$ -		$ -		$ -	
10 2011		**Building Safety Rail**		N/A		$ -		$ -		$ -	
10 2012		**Welding Machine**		LS		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Touch up Paint	1	LS	$ 125.00	$ 125.00	$ 350.00	$ 350.00		$ -	
		Steel Testing		LS		$ -		$ -		$ -	
		Blow off Decking		**NIC**		$ -		$ -		$ -	
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		Subtotals				$ 4,025.00		$ 6,200.00		$ 54,363.00	
		Taxes			40.00%	$ 1,610.00	0.07	$ 434.00			
		Totals				$ 5,635.00		$ 6,634.00		$ 54,363.00	

Page Total $ 66,632.00

Hogan

Sheet 11

Hall County NGPG Building Estimate

Rough Carpentry **June 20, 2023**

New 7,800 SF medical office building

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
11 1001		**Roof Blocking**	500	LF		$ -		$ -		$ -	Included
11 1001						$ -		$ -		$ -	
11 1002		**Interior Blocking**		LF		$ -		$ -		$ -	
		Wood Trim Blocking		LF		$ -		$ -		$ -	
11 1006		**Plywood**		SF		$ -		$ -		$ -	
		Fire Treated Plywood		SF		$ -		$ -		$ -	
		Marine Grade Plywood		SF		$ -		$ -		$ -	
11 1004		**Framing**	7850	SF		$ -		$ -		$ -	Included
		Tyvek		SF		$ -		$ -		$ -	
		Flashing		LS		$ -		$ -		$ -	
		Soffit & Facia		LF		$ -		$ -		$ -	
		Exterior Trim		LF		$ -		$ -		$ -	
						$ -		$ -		$ -	
11 1005		**Sheathing**		inc		$ -		$ -		$ -	
11 1007		**Siding**		SF		$ -		$ -		$ -	
		Vinyl Siding		SF		$ -		$ -		$ -	
		Cementitious Siding		SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
						$ -		$ -		$ -	
11 1009		**Wood Trusses**	7850	SF		$ -		$ -		$ -	Included
		Temporary Bracing		LS		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Rough Hardware	1	LS		$ -		$ -		$ -	Included
		Air Compressor/Nail Gun	4	MOS		$ -	$ 450.00	$ 1,800.00		$ -	
		Scaffolding		PCS		$ -		$ -		$ -	
						$ -		$ -		$ -	
						$ -		$ -		$ -	
		Framing Material Sub	1	LS		$ -		$ -	$ 165,676.00	$ 165,676.00	**Harbin Lumber**
		Framing Labor Sub	1	LS		$ -		$ -	$ 210,297.00	$ 210,297.00	**Silverstar Framing**
		Hardware Sub	1	LS		$ -		$ -	$ 6,554.82	$ 6,555.00	**Turnipseed**
		Truss Sub	1	LS		$ -		$ -	$ 40,000.00	$ 40,000.00	**Panel Truss**
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		Subtotals				$ -		$ 1,800.00		$ 422,528.00	
		Taxes			40.00%	$ -	0.07	$ 126.00			
		Totals				$ -		$ 1,926.00		$ 422,528.00	

Page Total $ 424,454.00

Hogan

Hall County NGPG Building Estimate

Millwork **June 20, 2023**

New 7,800 SF medical office building

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
12	1001	**Millwork**	1	LS		$ -		$ -	$ 161,418.50	$ 161,419.00	**The Cabinet Place**
		Lab 39				$ -		$ -		$ -	
		Upper Cabinets w/ Laminate Soffit	33	LF		$ -		$ -		$ -	
		Lower Cabinets	33	LF		$ -		$ -		$ -	
		Countertops	80	SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Phlebotomy 038				$ -		$ -		$ -	
		Upper Cabinets w/ Laminate Soffit	3	LF		$ -		$ -		$ -	
		Lower Cabinets	5	LF		$ -		$ -		$ -	
		Countertops	10	SF		$ -		$ -		$ -	
		Tall Cabinet w/ Laminate Soffit	2.5	LF		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Break Room 23				$ -		$ -		$ -	
		Upper Cabinets w/ Laminate Soffit	13	LF		$ -		$ -		$ -	
		Lower Cabinets	16	LF		$ -		$ -		$ -	
		Countertops	40	SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Reception 03				$ -		$ -		$ -	
		Lower Cabinets	11	LF		$ -		$ -		$ -	
		Countertops	25	SF		$ -		$ -		$ -	
		C/Out Counter	8	SF		$ -		$ -		$ -	
		Transaction Ledge	22	SF		$ -		$ -		$ -	
		Check-in Desks	44	SF		$ -		$ -		$ -	
		Angle Supports	7	EA		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Bariatric Exam 10,34	2	EA		$ -		$ -		$ -	
		Upper Cabinets w/ Laminate Soffit	6	LF		$ -		$ -		$ -	
		Lower Cabinets	8	LF		$ -		$ -		$ -	
		Countertops	20	SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Exam 11, 13, 14, 15, 16, 28, 29, 30, 31, 33	10	EA		$ -		$ -		$ -	
		Upper Cabinets w/ Laminate Soffit	30	LF		$ -		$ -		$ -	
		Lower Cabinets	40	LF		$ -		$ -		$ -	
		Countertops	100	SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Meds 17, 27	2	EA		$ -		$ -		$ -	
		Upper Cabinets w/ Laminate Soffit	22	LF		$ -		$ -		$ -	
		Lower Cabinets	22	LF		$ -		$ -		$ -	
		Countertops	50	SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Back Work Area C06	2	EA		$ -		$ -		$ -	
		Upper Cabinets w/ Laminate Soffit	11	LF		$ -		$ -		$ -	
		Lower Cabinets	11	LF		$ -		$ -		$ -	
		Countertops	28	SF		$ -		$ -		$ -	
		Tall Cabinet	5	LF		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Triage Nook C01	1	EA		$ -		$ -		$ -	
		Upper Cabinets w/ Laminate Soffit	4	LF		$ -		$ -		$ -	
		Lower Cabinets	4	LF		$ -		$ -		$ -	
		Countertops	10	SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Nurses Station 18, 36	2	EA		$ -		$ -		$ -	
		Upper Cabinets w/ Laminate Soffit	28	LF		$ -		$ -		$ -	
		Lower Cabinets	60	LF		$ -		$ -		$ -	
		Countertops	130	SF		$ -		$ -		$ -	
		Transaction Ledge	12	EA		$ -		$ -		$ -	
		Angle Supports	12	EA		$ -		$ -		$ -	
						$ -		$ -		$ -	
						$ -		$ -		$ -	
		Subtotals				$ -		$ -		$ 161,419.00	
		Taxes			40.00%	$ -	0.07	$ -			
		Totals				$ -		$ -		$ 161,419.00	

Page Total $ 161,419.00

Sheet 13

Hogan

Hall County NGPG Building Estimate

Waterproofing & Caulking **June 20, 2023**

New 7,800 SF medical office building

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
13 4003		**Caulking**	1	LS		$ -		$ -	$ 10,050.00	$ 10,050.00	**R&D Caulk**
		Interior Caulking	1	LS		$ -		$ -	$ 2,500.00	$ 2,500.00	
		Exterior Caulking	1	LS		$ -		$ -		$ -	included
		Caulk Control Joints	60	LF		$ -		$ -		$ -	included
		Caulk Masonry Joints	75	LF		$ -		$ -		$ -	included
		Fire Caulking		LF		$ -		$ -		$ -	
		Caulk EFIS Joints		see EFIS		$ -		$ -		$ -	
		Fire Safing		LF		$ -		$ -		$ -	
13 3001		**Fire Proofing**		SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
13 3003		**Fire Stopping**		LS		$ -		$ -		$ -	
						$ -		$ -		$ -	
13 1003		**Dampproofing**		SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
13 1001		**Waterproofing**				$ -		$ -		$ -	
		Fluid Applied Air Barrier @ Stone & Metal Panels	750	SF		$ -		$ -		$ -	included
						$ -		$ -		$ -	
						$ -		$ -		$ -	
						$ -		$ -		$ -	
13 2006		**Perimeter Slab Edge Waterproofing**	820	SF		$ -		$ -		$ -	included
		Under Slab Insulation		SF		$ -		$ -		$ -	
						$ -		$ -		$ -	
13 1002		**Misc. Waterproofing**				$ -		$ -		$ -	
		Traffic Coating		SF		$ -		$ -		$ -	
		Expansion Joints		LF		$ -		$ -		$ -	
		Wet Glazing		SF		$ -		$ -		$ -	
		Sealers		SF		$ -		$ -		$ -	
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		Subtotals				$ -		$ -		$ 12,550.00	
		Taxes			40.00%	$ -	0.07	$ -			
		Totals				$ -		$ -		$ 12,550.00	

Page Total $ 12,550.00

Hogan

Hall County NGPG Building Estimate

Roofing & Sheetmetal — **June 20, 2023**

New 7,800 SF medical office building

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
14 1001		**Roofing**	1	LS		$ -		$ -	$ 172,979.88	$ 172,980.00	**Roofing Plus**
		TPO Membrane Roofing	7450	SF		$ -		$ -		$ -	included
		Parapet Walls & Cap Membrane		inc		$ -		$ -		$ -	included
		Cover Board	7450	SF		$ -		$ -		$ -	included
		2-5" Rigid Roof Insulation	7450	SF		$ -		$ -		$ -	included
		Tapered Insulation	1810	SF		$ -		$ -		$ -	included
		Vapor Barrier @ Roof & Parapet	7450	SF		$ -		$ -		$ -	included
						$ -		$ -		$ -	
14 1006		**Roof Accessories**				$ -		$ -		$ -	
		Roof Hatch		N/A		$ -		$ -		$ -	
		Metal Coping	410	LF		$ -		$ -		$ -	included
		Gutters & Downspouts		N/A		$ -		$ -		$ -	
		Roof Scuppers		N/A		$ -		$ -		$ -	
		Collector Boxes		N/A		$ -		$ -		$ -	
		Walk Pads		N/A		$ -		$ -		$ -	
		Splash Blocks		EA		$ -		$ -		$ -	
		Downspout Boots		N/A		$ -		$ -		$ -	
		Flash Roof Curbs	9	EA		$ -		$ -		$ -	included
		Flashing		inc		$ -		$ -		$ -	
		Ice & Water Shield		SF		$ -		$ -		$ -	
		Gravel Stop		LF		$ -		$ -		$ -	
		Flash Roof Drains	4	EA		$ -		$ -		$ -	included
		Gas Line Supports	1	LS		$ -		$ -	$ 2,000.00	$ 2,000.00	
		Ridge Vent		N/A		$ -		$ -		$ -	
		Mechanical Screens		N/A		$ -		$ -		$ -	
		Roof Bond		N/A		$ -		$ -		$ -	
		Extended Warranty		N/A		$ -		$ -		$ -	
						$ -		$ -		$ -	
		ACM Panels	1	LS		$ -		$ -	$ 53,550.00	$ 53,550.00	**CCS**
		ACM Soffit Panels		**NIC**		$ -		$ -		$ -	
		ACM Wall Panels @ Signage	300	SF		$ -		$ -		$ -	included
		ACM Parapet Cap		**NIC**		$ -		$ -		$ -	
		ACM Subgirt		inc		$ -		$ -		$ -	
		Fluid-Applied Behind ACM		see Wtrpfg		$ -		$ -		$ -	
						$ -		$ -		$ -	
		Prodema Composite Siding				$ -		$ -		$ -	
		Composite Siding		**NIC**		$ -		$ -		$ -	
		Aluminum Sub-Framing		**NIC**		$ -		$ -		$ -	
		Rigid Insulation R3.8		**NIC**		$ -		$ -		$ -	
		Z-Furring		**NIC**		$ -		$ -		$ -	
		Fluid-Applied Behind Prodema		**NIC**		$ -		$ -		$ -	
						$ -		$ -		$ -	
14 1010		**Roof Protection**	7450	SF	$ 0.10	$ 745.00	$ 0.25	$ 1,863.00		$ -	
						$ -		$ -		$ -	
		Hanger Rod Canopy System @ Entrance	1	EA		$ -		$ -		$ -	included
						$ -		$ -		$ -	
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		Subtotals				$ 745.00		$ 1,863.00		$ 228,530.00	
		Taxes			40.00%	$ 298.00	0.07	$ 131.00			
		Totals				$ 1,043.00		$ 1,994.00		$ 228,530.00	

Page Total $ 231,567.00

Hogan

Hall County NGPG Building Estimate

Hollow Metal | **June 20, 2023** | **New 7,800 SF medical office building**

						Labor Cost		Material Cost		Subcontractor Cost		
	Cost Code	**Spec. Section**	**Description**	**Quantity**	**U/M**	**Unit**	**Labor**	**Unit**	**Material**	**Unit**	**Subcontract**	**Comments**
15	**1001**		**Hollow Metal**				$ -		$ -		$ -	
			3070 HM Frame	10	EA		$ -		$ -		$ -	Included
			3070 HM Frame w/ Transom & Sidelite	4	EA		$ -		$ -		$ -	Included
			3670 HM Frame	18	EA		$ -		$ -		$ -	Included
			3670 HM Frame Cased Opening	2	EA		$ -		$ -		$ -	Included
			3670 HM Frame w/ Transom	2	EA		$ -		$ -		$ -	Included
			3670 HM Frame w/ Transom & Sidelite	2	EA		$ -		$ -		$ -	Included
							$ -		$ -		$ -	
			Install		See Drywall		$ -		$ -		$ -	
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			Subtotals				$ -		$ -		$ -	
			Taxes			40.00%	$ -	0.07	$ -			
			Totals				$ -		$ -		$ -	

Page Total $ -

Hogan

Hall County NGPG Building Estimate

Wood Doors **June 20, 2023**

New 7,800 SF medical office building

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost		Material Cost		Subcontractor Cost		Comments
					Unit	Labor	Unit	Material	Unit	Subcontract	
16	**1001**	**Wood Doors**	1	LS		$ -		$ -	$ 65,051.00	$ 65,051.00	**Classic City**
		3070 Flush Wood Door	9	EA		$ -		$ -		$ -	included
		3070 Flush Wood Door 45 MIN	5	EA		$ -		$ -		$ -	included
		3670 Flush Wood Door	20	EA		$ -		$ -		$ -	included
		3670 Flush Wood Door 45 MIN	1	EA		$ -		$ -		$ -	included
		3670 Flush Wood Door w/ Vision Lite	1	EA		$ -		$ -		$ -	included
						$ -		$ -		$ -	
		Install	36	EA		$ -		$ -		$ -	
		Install	1	LS		$ -		$ -	$ 5,030.00	$ 5,030.00	**TC Lock**
						$ -		$ -		$ -	
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		Subtotals				$ -		$ -		$ 70,081.00	
		Taxes			40.00%	$ -	0.07	$ -			
		Totals				$ -		$ -		$ 70,081.00	

Page Total $ 70,081.00

Hogan

Hall County NGPG Building Estimate

Finish Hardware — **June 20, 2023** — **New 7,800 SF medical office building**

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cos Unit	Subcontractor Cos Subcontract	Comments
18	1001	**Finish Hardware**	36	EA		$ -		$ -		$ -	Included
		Closers		inc		$ -		$ -		$ -	Included
		Card Readers	4	EA		$ -		$ -		$ -	Included
		Panic Hardware		inc		$ -		$ -		$ -	Included
		Inventory/Stock Hardware		inc		$ -		$ -		$ -	Included
		Keying	36	EA	$ 25.00	$ 900.00	$ 15.00	$ 540.00		$ -	
		Fireman's Knox box	1	EA	$ 25.00	$ 25.00	$ 125.00	$ 125.00		$ -	
		Electric Strikes		inc		$ -		$ -		$ -	Included
		Temp. Hardware		EA	$ 35.00	$ -	$ 75.00	$ -		$ -	Included
		Handicap Assist		EA	$ 250.00	$ -	$ 650.00	$ -		$ -	Included
						$ -		$ -		$ -	
						$ -		$ -		$ -	
		Hardware Sets				$ -		$ -		$ -	
		Set 04	2	EA		$ -		$ -		$ -	
		Set 05	6	EA		$ -		$ -		$ -	
		Set 06	4	EA		$ -		$ -		$ -	
		Set 07	1	EA		$ -		$ -		$ -	
		Set 08	1	EA		$ -		$ -		$ -	
		Set 09	3	EA		$ -		$ -		$ -	
		Set 10	3	EA		$ -		$ -		$ -	
		Set 11	15	EA		$ -		$ -		$ -	
		Set 12	1	EA		$ -		$ -		$ -	
		Subtotals				$ 925.00		$ 665.00		$ -	
		Taxes			40.00%	$ 370.00	0.07	$ 47.00			
		Totals				$ 1,295.00		$ 712.00		$ -	

Page Total $ 2,007.00

Hogan

Sheet 19

Hall County NGPG Building Estimate

Glass, Glazing & Storefront **June 20, 2023**

New 7,800 SF medical office building

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
19 1001		**Glass & Glazing**	1	LS		$ -		$ -	$ 212,066.00	$ 212,066.00	**Clearvue**
		Curtain Wall		**NIC**		$ -		$ -		$ -	
		Exterior Storefront	1126	SF		$ -		$ -		$ -	Included
		Interior Storefront Door 01.2	50	SF		$ -		$ -		$ -	Included
		Interior Storefront Check-In	110	SF		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
		Glass/Aluminum Doors				$ -		$ -		$ -	
		Glass/Aluminum Doors Pairs	2	PR		$ -		$ -		$ -	Included
		Glass/Aluminum Doors Single	2	EA		$ -		$ -		$ -	Included
		Door Hardware	5	EA		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
		Hardware Sets				$ -		$ -		$ -	
		Set 01	2	EA		$ -		$ -		$ -	Included
		Set 02	1	EA		$ -		$ -		$ -	Included
		Set 03	1	EA		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
		Borrowed Lites				$ -		$ -		$ -	
		3070 HM Frame w/ Transom & Sidelite (4 ea)	72	SF		$ -		$ -		$ -	Included
		3670 HM Frame w/ Transom (2 ea)	10	SF		$ -		$ -		$ -	Included
		3670 HM Frame w/ Transom & Sidelite (2 ea)	36	SF		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
19 1016		**Glass Cleaning**	2588	SF	$ 0.05	$ 130.00	$ 0.10	$ 259.00		$ -	
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		Hardware Sets				$ -		$ -		$ -	
		Set 01	2			$ -		$ -		$ -	
		Set 02	1			$ -		$ -		$ -	
		Set 03	1			$ -		$ -		$ -	
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		Subtotals				$ 130.00		$ 259.00		$ 212,066.00	
		Taxes			40.00%	$ 52.00	0.07	$ 19.00			
		Totals				$ 182.00		$ 278.00		$ 212,066.00	

Page Total $ 212,526.00

Hogan

Sheet 20

Hall County NGPG Building Estimate

Lath, Plaster & Stucco **June 20, 2023** **New 7,800 SF medical office building**

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
20 1001		**EFIS**	1	LS		$ -		$ -	$ 73,900.00	$ 73,900.00	**MM Company**
		EFIS	5751	SF		$ -		$ -		$ -	included
		Weather Barrier Behind EIFS		inc		$ -		$ -		$ -	included
		Caulking		inc		$ -		$ -		$ -	included
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		Subtotals				$ -		$ -		$ 73,900.00	
		Taxes			40.00%	$ -	0.07	$ -			
		Totals				$ -		$ -		$ 73,900.00	

Page Total $ 73,900.00

Hogan

Hall County NGPG Building Estimate

Drywall **June 20, 2023**

New 7,800 SF medical office building

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost		Material Cost		Subcontractor Cost		Comments
					Unit	Labor	Unit	Material	Unit	Subcontract	
21 1001		**Drywall**	1	LS		$ -		$ -	$ 164,435.22	$ 164,436.00	**Cherokee**
		Partition to Structure	11424	SF		$ -		$ -		$ -	Included
		Sound Batts (varying thickness)	8938	SF		$ -		$ -		$ -	Included
		1 HR Partition	1956	SF		$ -		$ -		$ -	Included
		Low Wall	230	SF		$ -		$ -		$ -	Included
		One Sided Drywall	3727	SF		$ -		$ -		$ -	Included
		Mineral Wool Insulation	3727	SF		$ -		$ -		$ -	Included
		Tile Backer Board	432	SF		$ -		$ -		$ -	Included
		Patch & Repair	1	LS		$ -		$ -		$ -	
		Flat Ceilings	1235	SF		$ -		$ -		$ -	Included
		Soffits	350	SF		$ -		$ -		$ -	Included
		FRP Panels	15	SF		$ -		$ -		$ -	Included
		Level 5 Finish	2228	SF		$ -		$ -		$ -	Included
		Install Door Frames	38	EA		$ -		$ -		$ -	Included
		Bulkhead	50	LF		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
		Blocking				$ -		$ -		$ -	by Framer
		Millwork		inc		$ -		$ -		$ -	Included
		Toilet Accessories		inc		$ -		$ -		$ -	Included
		Electrical Panels		inc		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
		Layout				$ -		$ -		$ -	by Framer
		Shop Drawings		N/A		$ -		$ -		$ -	
						$ -		$ -		$ -	
23 1001		**Acoustical Ceilings**				$ -		$ -		$ -	
		New Ceiling Systems	5950	SF		$ -		$ -		$ -	Included
		2% Attic Stock Per Spec	120	SF		$ -		$ -		$ -	Included
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		Subtotals				$ -		$ -		$ 164,436.00	
		Taxes			40.00%	$ -	0.07	$ -			
		Totals				$ -		$ -		$ 164,436.00	

Page Total $ 164,436.00

Sheet 22

Hogan

Hall County NGPG Building Estimate

Ceramic Tile | **June 20, 2023** | **New 7,800 SF medical office building**

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
22 1001		**Ceramic Tile**				$ -		$ -		$ -	**Elite Floor**
		Floor Tile	394	SF		$ -		$ -		$ -	Included
		Wall Tile	435	SF		$ -		$ -		$ -	Included
		Ceramic Base	110	LF		$ -		$ -		$ -	Included
		Thresholds	6	EA		$ -		$ -		$ -	Included
		Epoxy Grout	394	SF		$ -		$ -		$ -	Included
		Attic Stock	41	SF		$ -		$ -		$ -	Included
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		Subtotals				$ -		$ -		$ -	
		Taxes			40.00%	$ -	0.07	$ -			
		Totals				$ -		$ -		$ -	

Page Total $ -

Hogan

Hall County NGPG Building Estimate

Resilient Flooring **June 20, 2023**

New 7,800 SF medical office building

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
24 1001		**Resilient Flooring**	1	LS		$ -		$ -	$ 86,190.00	$ 86,190.00	**Elite Floor**
		Linoleum Floor Tile	5236	SF		$ -		$ -		$ -	included
		Moisture Testing	2	LS		$ -		$ -		$ -	included
		Vinyl Base	1733	LF		$ -		$ -		$ -	included
		Sheet Vinyl w/ Integral Base	89	SYDS		$ -		$ -		$ -	included
		5% Attic Stock LFT Per Spec	262	SF		$ -		$ -		$ -	included
		5% Attic Stock Sheet Vinyl Per Spec	4	SYDS		$ -		$ -		$ -	included
						$ -		$ -		$ -	
24 1002		**Carpet**				$ -		$ -		$ -	
		Carpet Tiles	102	SYDS		$ -		$ -		$ -	included
		WalkOff Carpet	11	SYDS		$ -		$ -		$ -	included
		5% Attic Stock Per Spec	6	SYDS		$ -		$ -		$ -	included
						$ -		$ -		$ -	
		Metal Base	40	LF		$ -		$ -	$ 10.00	$ 400.00	
						$ -		$ -		$ -	
		Floor Prep	1	LS		$ -		$ -		$ -	included
24 1003		**Carpet Protection**	5000	SF		$ -		$ -		$ -	included
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		Subtotals				$ -		$ -		$ 86,590.00	
		Taxes			40.00%	$ -	0.07	$ -			
		Totals				$ -		$ -		$ 86,590.00	

Page Total $ 86,590.00

Hogan

Hall County NGPG Building Estimate

Painting & Wallcovering **June 20, 2023**

New 7,800 SF medical office building

					Labor Cost		Material Cost		Subcontractor Cost		
Cost Code	**Spec. Section**	**Description**	**Quantity**	**U/M**	**Unit**	**Labor**	**Unit**	**Material**	**Unit**	**Subcontract**	**Comments**
25 1001		**Painting & WC**	1	LS		$ -		$ -	$ 34,325.00	$ 34,325.00	**Ashford**
		Paint Walls	15905	SF		$ -		$ -		$ -	included
		Paint Ceilings	1235	SF		$ -		$ -		$ -	included
		Paint Door Frames	38	EA		$ -		$ -		$ -	included
		Paint Touch up	1	LS		$ -		$ -		$ -	included
						$ -		$ -		$ -	
						$ -		$ -		$ -	
25 1002		**Special Coating**				$ -		$ -		$ -	
		Impact Resistant Wallcovering	2228	SF		$ -		$ -		$ -	included
		Sealed Concrete	200	SF		$ -		$ -		$ -	included
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		Subtotals				$ -		$ -		$ 34,325.00	
		Taxes			40.00%	$ -	0.07	$ -			
		Totals				$ -		$ -		$ 34,325.00	

Page Total $ 34,325.00

Hogan

Hall County NGPG Building Estimate

Miscellaneous Specialties **June 20, 2023**

New 7,800 SF medical office building

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost Unit	Labor Cost Labor	Material Cost Unit	Material Cost Material	Subcontractor Cost Unit	Subcontractor Cost Subcontract	Comments
27 1002		**Fire Extinguishers**				$ -		$ -		$ -	
		FE Cabinets	3	EA		$ -		$ -	$ 300.00	$ 900.00	
						$ -		$ -		$ -	
						$ -		$ -		$ -	
27 1011		**Kitchen Equipment - Install Only**				$ -		$ -		$ -	
		Coffee Maker	1	EA	$ 50.00	$ 50.00		$ -		$ -	
		Refrigerator	3	EA	$ 250.00	$ 750.00		$ -		$ -	
		Ice/Water Dispenser	1	EA	$ 150.00	$ 150.00		$ -		$ -	
						$ -		$ -		$ -	
		Other Equipment Install				$ -		$ -		$ -	
		Wall Mounted PC	12	EA	$ 50.00	$ 600.00		$ -		$ -	
		TVs	1	EA	$ 50.00	$ 50.00		$ -		$ -	
		Diagnostic Scopes	12	EA	$ 35.00	$ 420.00		$ -		$ -	
		Sharps Container	12	EA	$ 35.00	$ 420.00		$ -		$ -	
		Glove Boxes	12	EA	$ 15.00	$ 180.00		$ -		$ -	
		AED	1	EA	$ 25.00	$ 25.00		$ -		$ -	
						$ -		$ -		$ -	
27 1005		**Corner Guards**		N/A		$ -		$ -		$ -	
		Impact Resistant Strip	1	LS		$ -		$ -	$ 8,320.00	$ 8,320.00	
						$ -		$ -		$ -	ProCoat
27 1007		**Signage**		By Owner		$ -		$ -		$ -	
						$ -		$ -		$ -	
						$ -		$ -		$ -	
						$ -		$ -		$ -	
27 1019		**Final Cleaning**	1	LS		$ -		$ -	$ 3,995.00	$ 3,995.00	Resolute
27 1020		**Rough Hardware**	1	LS		$ -	$ 1,750.00	$ 1,750.00		$ -	
27 1021		**Safety Equipment**	1	LS		$ -	$ 450.00	$ 450.00		$ -	
						$ -		$ -		$ -	
						$ -		$ -		$ -	
		Dump Fees	6	MOS		$ -	$ 1,800.00	$ 10,800.00		$ -	
		Daily Cleaning	6	MOS	$ 950.00	$ 5,700.00		$ -		$ -	
		Misc. Rentals	6	MOS		$ -	$ 550.00	$ 3,300.00		$ -	
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		Subtotals				$ 8,345.00		$ 16,300.00		$ 13,215.00	
		Taxes			40.00%	$ 3,338.00	0.07	$ 1,141.00			
		Totals				$ 11,683.00		$ 17,441.00		$ 13,215.00	

Page Total $ 42,339.00

Sheet 28

Hogan

Hall County NGPG Building Estimate

Toilet Partitions & Accessories — June 20, 2023

New 7,800 SF medical office building

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost: Unit	Labor Cost: Labor	Material Cost: Unit	Material Cost: Material	Subcontractor Cost: Unit	Subcontractor Cost: Subcontract	Comments
28 1002		**Toilet Accessories**	1	LS		$ -		$ -	$ 7,936.00	$ 7,936.00	**Acc. Unl.**
		Restrooms				$ -		$ -		$ -	
		A - 42" Grab Bar	6	EA		$ -		$ -		$ -	Included
		B - 36" Grab Bar	6	EA		$ -		$ -		$ -	Included
		D2 - Paper Towel Dispenser	6	EA		$ -		$ -		$ -	Included
		F - Mirror	6	EA		$ -		$ -		$ -	Included
		G - Toilet Paper Dispenser	6	EA		$ -		$ -		$ -	Included
		I - Specimen Pass Thru	1	EA		$ -		$ -		$ -	Included
		K - Soap Dispenser	6	EA		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
		Break Room				$ -		$ -		$ -	
		D1 - Paper Towel Dispenser	1	EA		$ -		$ -		$ -	Included
		K - Soap Dispenser	1	EA		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
		Lab				$ -		$ -		$ -	
		D2 - Paper Towel Dispenser	2	EA		$ -		$ -		$ -	Included
		K - Soap Dispenser	2	EA		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
		Meds				$ -		$ -		$ -	
		D1 - Paper Towel Dispenser	2	EA		$ -		$ -		$ -	Included
		K - Soap Dispenser	2	EA		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
		Exam Rooms				$ -		$ -		$ -	
		D2 - Paper Towel Dispenser	12	EA		$ -		$ -		$ -	Included
		K - Soap Dispenser	12	EA		$ -		$ -		$ -	Included
		R - Hand Sanitizer Dispenser	12	EA		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
		Nurses Station				$ -		$ -		$ -	
		D1 - Paper Towel Dispenser	2	EA		$ -		$ -		$ -	Included
		K - Soap Dispenser	2	EA		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
		Triage Nook				$ -		$ -		$ -	
		C- 18" Grab Bar	2	EA		$ -		$ -		$ -	Included
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		Subtotals				$ -		$ -		$ 7,936.00	
		Taxes			40.00%	$ -	0.07	$ -			
		Totals				$ -		$ -		$ 7,936.00	

Page Total $ 7,936.00

Sheet 31

Hogan

Hall County NGPG Building Estimate

Furnishings **June 20, 2023** **New 7,800 SF medical office building**

						Labor Cost		Material Cost		Subcontractor Cost		
	Cost Code	**Spec. Section**	**Description**	**Quantity**	**U/M**	**Unit**	**Labor**	**Unit**	**Material**	**Unit**	**Subcontract**	**Comments**
31	**1002**		**Blinds**				$ -		$ -		$ -	
			Louver Blinds	733	SF		$ -		$ -	$ 4.00	$ 2,932.00	
			Roller Shades	896	SF		$ -		$ -	$ 6.00	$ 5,376.00	
							$ -		$ -		$ -	
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Subtotals		$ -		$ -		$ 8,308.00
Taxes	40.00%	$ -	0.07	$ -		
Totals		$ -		$ -		$ 8,308.00

Page Total $ 8,308.00

Hogan

Hall County NGPG Building Estimate

Mechanical Systems **June 20, 2023**

New 7,800 SF medical office building

					Labor Cost		Material Cost		Subcontractor Cost		
Cost Code	**Spec. Section**	**Description**	**Quantity**	**U/M**	**Unit**	**Labor**	**Unit**	**Material**	**Unit**	**Subcontract**	**Comments**
34 1002		**Plumbing**	1	LS		$ -		$ -	$ 224,298.00	$ 224,298.00	**John Payne**
		Plumbing Fixtures	32	EA		$ -		$ -		$ -	included
		Water Heater	1	EA		$ -		$ -		$ -	included
		Emergency Eye Wash Station	1	EA		$ -		$ -		$ -	included
		Roof Drains	4	EA		$ -		$ -		$ -	included
		Overflow Roof Drains	4	EA		$ -		$ -		$ -	included
		Floor Drains	1	EA		$ -		$ -		$ -	included
		Hot Water Recirculation Pump	1	EA		$ -		$ -		$ -	included
		Floor Cleanout	6	EA		$ -		$ -		$ -	included
		Wall Cleanout	1	EA		$ -		$ -		$ -	included
		Ice Box Maker	1	EA		$ -		$ -		$ -	included
		Wall/Roof Hydrant	5	EA		$ -		$ -		$ -	included
		Roof Vents	2	EA		$ -		$ -		$ -	included
		Natural Gas Piping	1	LS		$ -		$ -		$ -	included
		Medical Waste Piping	1	LS		$ -		$ -		$ -	included
		Temp Water	6	MOS		$ -	$ 150.00	$ 900.00		$ -	
34 1003		**HVAC**	1	LS		$ -		$ -	$ 333,498.00	$ 333,498.00	**John Payne**
34 1003		**HVAC**	7800	SF		$ -		$ -		$ -	included
		RTU Roof Curbs	9	EA		$ -		$ -		$ -	included
		Temp. Filters	10	EA		$ -		$ -		$ -	included
		Electric Heater (Provider 19, 26)	2	EA		$ -		$ -		$ -	included
		Split System (Elec 20, IT 07)	2	EA		$ -		$ -		$ -	included
		Exhaust Fans	1	EA		$ -		$ -		$ -	included
		Fire Dampers	7	EA		$ -		$ -		$ -	included
		Test & Balance	7800	SF		$ -		$ -		$ -	included
		BAS Controls	1	LS		$ -		$ -		$ -	included
34 1012		Cut & Patch	1	LS		$ -		$ -		$ -	included
						$ -		$ -		$ -	
34 1005		**Fire Sprinklers**		N/A		$ -		$ -		$ -	
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		Subtotals				$ -		$ 900.00		$ 557,796.00	
		Taxes			40.00%	$ -	0.07	$ 63.00			
		Totals				$ -		$ 963.00		$ 557,796.00	

Page Total $ 558,759.00

Hogan

Hall County NGPG Building Estimate

Electrical **June 20, 2023**

New 7,800 SF medical office building

Cost Code	Spec. Section	Description	Quantity	U/M	Labor Cost		Material Cost		Subcontractor Cost		Comments
					Unit	Labor	Unit	Material	Unit	Subcontract	
35 1001		**Electrical**	1	LS		$ -		$ -	$ 355,071.00	$ 355,071.00	**Universitech**
		Site Lighting	1	ALLO		$ -		$ -	$ 28,000.00	$ 28,000.00	Allowance
		Wall Packs	7	EA		$ -		$ -		$ -	Included
		HVAC Connections	1	LS		$ -		$ -		$ -	Included
		Temp. Lighting	1	LS		$ -		$ -	$ 1,250.00	$ 1,250.00	
		Temp. Electric	6	MOS		$ -	$ 1,346.00	$ 8,076.00		$ -	
		Backboards	100	SF	$ 5.00	$ 500.00	$ 1.50	$ 150.00		$ -	
35 1011		Transformer Concrete Pads	100	SF		$ -		$ -		$ -	Included
35 1016		Cut & Patch	1	LS	$ 250.00	$ 250.00	$ 250.00	$ 250.00		$ -	
						$ -		$ -		$ -	
		Voice/Data Infrastructure		inc		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
35 1006		**Voice & Data Cabling**	1	LS		$ -		$ -	$ 30,102.00	$ 30,102.00	**NCI**
						$ -		$ -		$ -	
35 1005		**Fire Alarm Systems**	1	LS		$ -		$ -	$ 20,649.00	$ 20,649.00	**12 & Assoc**
						$ -		$ -		$ -	
35 1004		**Security Systems**	1	LS		$ -		$ -	$ 8,425.00	$ 8,425.00	**NCI**
		Card Access	4	EA		$ -		$ -		$ -	Included
		CCTV System	1	LS		$ -		$ -	$ 10,000.00	$ 10,000.00	Allowance
		Panic Buttons	1	inc		$ -		$ -		$ -	Included
		Door Release Button	1	inc		$ -		$ -		$ -	Included
						$ -		$ -		$ -	
35 1013		**Nurse Call System**	1	LS		$ -		$ -	$ 7,675.00	$ 7,675.00	**NCI**
						$ -		$ -		$ -	
35 1012		**Lightning Protection**		N/A		$ -		$ -		$ -	
						$ -		$ -		$ -	
35 1014		**CATV System**		N/A		$ -		$ -		$ -	
						$ -		$ -		$ -	
35 1015		**Public Address System**		N/A		$ -		$ -		$ -	
						$ -		$ -		$ -	
35 1003		**AV Systems**		N/A		$ -		$ -		$ -	
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Subtotals						$ 750.00		$ 8,476.00		$ 461,172.00	
Taxes					40.00%	$ 300.00	0.07	$ 594.00			
Totals						$ 1,050.00		$ 9,070.00		$ 461,172.00	

Page Total $ 471,292.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: SITE WORK			1	2	3	4	5	6
Description	**Quantity**	**Unit**	**Asphalt Enterprises**	**Ryals Brothers**	**VIP Paving**	**A Park Rite**	**Upstate Curb**	**Crouch Concrete**
Base Price			**$ 294,540.00**	**$ 306,589.00**	**$ 298,670.00**	**$ 11,060.00**	**$ 40,205.00**	**$ 72,629.00**
Asphalt Paving								
Standard Duty	2738	SYDS	y	y	y			
Patch and Repair	634	SYDS	y	y	y			
Striping (Spaces)								
Parking Spaces	49	EA				y		
Crosswalk	50	LF				y		
Directional Arrows	13	EA				y		
Handicap Spaces	6	EA				y		
Stop Bar	24	LF				y		
Striped Isles @ Drive-Thru	185	LF				y		
Parking Bumpers	19	EA				y		
Stop Sign	1	EA				y		
Handicap Sign	6	EA				y		
"Do Not Enter" Sign	2	EA				y		
Merge to One Lane Sign	1	EA				y		
Striped Area For No Parking	450	SF				y		
Concrete Paving								
Heavy Duty	1300	SF						y
Sidewalks	5218	SF						y
Curb and Gutter (1750 lf)	1	LS					y	
ADA Ramps Types A, B, D w/ Detectable Warning Strip	5	EA						y
Back Patio		NIC						NIC
Side Entrance Concrete Pad	70	SF						y
Light Pole Bases	5	LS						$ 2,687.00
Flume (12 lf)	1	LS					y	y
Transformer Pad	100	SF						y
		Total	$ 294,540.00	$ 306,589.00	$ 298,670.00	$ 11,060.00	$ 40,205.00	$ 75,316.00

Amount to Carry	$ 421,121.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: SITE WORK			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Timber Ridge**	**Brock Landscaping**	**LDC**	**Mayer Landscape**	**Hogan Items**		
Base Price			**$ 30,833.00**	**$ 28,420.00**	**$ 68,426.00**	**$ 69,685.84**	**$ -**	**$ -**	**$ -**
Fencing									
Retaining Wall Chain Link Fence	113	LF	$ 3,500.00	y					
6' Wood Dumpster Fence	60	LF					$ 3,000.00		
Paint Wood Fence	60	LF					$ 300.00		
Garden Fence (Match Existing)		NIC							
Construction Fencing									
Temporary Fencing	1	LS					$ 5,000.00		
Retaining Wall									
Modular Block Retaining Wall	580	SF	y	y					
Backfill		inc	y	y					
Separate Permit		inc	y	y					
Landscaping									
Trees	18	EA			y	y			
Bushes	106	EA			y	y			
Mulch	30	CYDS			y	y			
Permanent Seed	13500	SF			y	y			
Sodding	40000	SF			y	y			
Swale					by EW	by EW			
Fabric	900	SF			by EW	by EW			
Rip-Rap	10	TNS			by EW	by EW			
Sand/Soil Mix	1	ALLO					$ 5,000.00		
Irrigation	1	LS			y	y			
Temporary Seeding		See EW			by EW	by EW			
		Total	$ 34,333.00	$ 28,420.00	$ 68,426.00	$ 69,685.84	$ 13,300.00	$ -	$ -

Amount to Carry	$ 110,146.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: EARTHWORK			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Forsyth Grading**		**Spicer Group**				
Base Price			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sawcutting									
Sawcut Asphalt	390	LF	y						
Remove Asphalt	13846	SF	y						
Sawcut Concrete	400	LF	y						
Remove Concrete	4370	SF	y						
General Demolition									
Tree Removal	14	EA	y						
Demo Sewer Structures	245	LF	y						
Demo Storm Structures	76	LF	y						
Demo Curb	550	LF	y						
Demo Fence		NIC							
Demo Metal Posts	2	EA	y						
Mill Asphalt		NIC							
Relocated Items									
Telephone Box/Line		By County	By County						
Light Pole		By County	By County						
Relocate Fire Hydrant/Meter		By EW	By EW						
Miscellaneous Demo									
Dumpsters		inc	y						
Temporary Protection	1	LS	$ 4,775.00						
General Excavation			$ 208,437.00						
Clear & Grub			y						
Cut & Fill	990	CYDS	y						
Strip Topsoil	1060	CYDS	y						
Re-Spread Topsoil	600	CYDS	y						
Import	1517	SF	y						
Curb Backfill	1750	LF	y						
Wall Backfill	2700	CYDS	y						
Layout	1	LS			$ 18,050.00				
Fine Grade	60000	SF	y						
Dewatering	1	LS	$ 5,000.00						
Domestic Water			$ 90,278.00						
2" Copper Domestic Line	211	LF	y						
6" DIP Fire Line	32	LF	y						
8" DIP Fire Line	208	LF	y						
6"x8" Reducer	1	EA	y						
8"x2" Tapping Sleve for Domestic Water	1	EA	y						
8"x8" Tap Existing Water Line	1	EA	y						
Fire Hydrant	1	EA	y						
Tap Fees		By County	y						
2" Water Meter & Vault		By County	y						
Relocate Existing Water Meter	1	EA	y						
Relocate Existing Fire Hydrant	1	EA	y						
		Total	$ 308,490.00	$ -	$ 18,050.00	$ -	$ -	$ -	$ -

Amount to Carry	$ 326,540.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: EARTHWORK			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Forsyth Grading**		**Ericsons**				
Base Price			$ -	$ -	$ -	$ -	$ -	$ -	$ -
Storm Drainage			**$ 160,778.00**						
12-18" HDPE	1043	LF	y						
18" RCP		NIC							
4" Rain Leaders	125	LF	y						
4" Under Drain @ Swale	53	LF	y						
4" Slotted Under Drain @ Porous Pavement		NIC							
Grate Inlet/Drop Inlet/Cleanout	13	EA	y						
Trench Drain @ Dumpster (32 LF)	1	LS			$ 11,787.00				
Flared End Structure	1	EA	y						
Junction Box	2	EA	y						
Outlet Control Structure	1	EA	y						
Water Quality Structure	1	EA	y						
Sanitary Sewer			**$ 134,662.00**						
4" DIP	62	LF	y						
8" DIP	364	LF	y						
8" PVC	173	LF	y						
Concrete Encasement	207	LF	y						
Manholes (5) / Test Manhole (1)	6	EA	y						
Tie In-to Existing Manhole	1	EA	y						
Erosion Control			$ 93,879.00						
Silt Fence	1560	LF	y						
Tree Protection Fence	282	LF	y						
Maintain Erosion Control	1	LS	$ 3,005.00						
Sediment Traps	31	EA	y						
Construction Entrance & Maintenance	1	EA	**y**						
Temp Seeding	80000	SF	y						
Rip Rap	10	TNS	y						
Slope Stabilization	1010	SY	y						
NPEDS Testing	7	MOS	$ 2,622.00						
Termite Protection	8000	SF	$ 640.00						
Batter Boards & Stakes	1	LS	$ 848.00						
Street Cleaning	15	WKS	$ 9,357.00						
Licensed Engineer	2	WKS	$ 4,200.00						
Pump & Hose	1	LS	$ 428.00						
Surveying Equipment	3	MOS	$ 2,568.00						
Wash Station	1	EA	$ 1,046.00						
		Total	$ 414,033.00	$ -	$ 11,787.00	$ -	$ -	$ -	$ -

Amount to Carry	$ 425,820.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: REINFORCED CONCRETE			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Dollar Concrete**	**Wheeler Concrete**	**Crouch Concrete**				
Base Price			**$ 132,550.00**	**$ 126,589.00**	**$ 121,329.00**	**$ -**	**$ -**	**$ -**	**$ -**
Reinforced Concrete									
Hand Excavation	40	CYDS	y	y	y				
Backfill	23	CYDS	y	y	y				
Fine Grade	8824	SF	y	y	y				
Haul Off Spoils	17	CYDS	y	y	y				
Granular Fill	114	CYDS	y	y	y				
Vapor Barrier	8522	SF	y	y	y				
3000 PSI Concrete	158	CYDS	y	y	y				
Column Pourback	5	CYDS	y	y	y				
Wire Mesh			y	y	y				
6x6x2.9x2.9	8522	SF	y	y	y				
Concrete Forming									
Layout Spread Ftgs.	19	EA	y	y	y				
Layout Slab on Grade	8507	SF	y	y	y				
Edge Form	673	LF	y	y	y				
Strip Forms	673	SF	y	y	y				
Expansion Joint @ Column Pourbacks	152	LF	y	y	y				
Cement Finish									
Trowel Finish	8507	SF	y	y	y				
Common Finish	673	SF	y	y	y				
Cure & Protect	8507	SF	y	y	y				
Install Anchor Bolts	76	EA	y	y	y				
Grout Base Plates	19	EA	y	y	y				
Sawcut Expansion Joints	851	LF	y	y	y				
Setting Sill Plate Anchors per H1/H5/S301?			y	y	y				
		Total	$ 132,550.00	$ 126,589.00	$ 121,329.00	$ -	$ -	$ -	$ -

Amount to Carry	$ 121,329.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: MASONRY			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Elite Stone**	**MM Company**	**ATL Masonry**				
Base Price			**$ 21,958.00**	**$ 17,238.00**	**$ 19,500.00**	**$ -**	**$ -**	**$ -**	**$ -**
Masonry									
Adhered Stone Masonry Veneer	450	SF	y	y	y				
Scratch Coat over Metal Lath		inc	y	y	y				
Fluid Applied Behind			see Wtrpfg	see Wtrpfg	see Wtrpfg				
Caulking?			see Wtrpfg	see Wtrpfg	see Wtrpfg				
		Total	$ 21,958.00	$ 17,238.00	$ 19,500.00	$ -	$ -	$ -	$ -

Amount to Carry	$ 17,238.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: STRUCTURAL & MISC. STEEL			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Smith Ironworks**	**Porter Steel**	**Steel Tech**				
Base Price			**$ 49,363.00**	**$ 54,338.03**	**$ 66,696.16**	**$ -**	**$ -**	**$ -**	**$ -**
Structural Steel									
Structural Steel	5	TONS							
Erection	5	TONS	y	y	y				
Special Inspections	1	ALLO	$ 5,000.00	$ 5,000.00	$ 5,000.00				
AISC Certification?			y	n	n				
Misc. Metals	7800	SF	$ 11,720.00	$ 11,720.00	$ 11,720.00				
Trench Drains			See Sitework	See Sitework	See Sitework				
Countertop Supports			See Millwork	See Millwork	See Millwork				
Touch up Paint	1	LS	$ 550.00	$ 550.00	$ 550.00				
		Total	$ 66,633.00	$ 71,608.03	$ 83,966.16	$ -	$ -	$ -	$ -

Amount to Carry	$ 66,633.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: ROUGH CARPENTRY			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Essayon PM**	**Villanueva**	**Harbin Lumber**	**Turnipseed**	**Silverstar Construction**	**Roberts Components**	**Panel Truss**
Base Price			**$ 435,640.00**	**$ 433,166.00**	**$ 165,676.00**	**$ -**	**$ -**	**$ -**	**$ -**
Roof Blocking	500	LF	y	y	Material Only	Hardware Only	Labor Only	Trusses	Trusses
Interior Blocking	7850	SF	y	y	y				
Framing	1	LS	y	y	y		$ 210,297.00		
Sheathing		inc							
Siding		NIC							
Wood Trusses	7850	SF	y	y	y			$ 42,589.00	$ 40,000.00
Temporary Bracing	1	LS	y	y	y				
						y			
Rough Hardware	1	LS	y	y	y	$ 6,555.00			
Air Compressor/Nail Gun	4	MOS	y	y	y				
Small Tools	1	LS	$ 1,926.00	$ 1,926.00	$ 1,926.00				
Total			$ 437,566.00	$ 435,092.00	$ 167,602.00	$ 6,555.00	$ 210,297.00	$ 42,589.00	$ 40,000.00

Amount to Carry	$ 424,454.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: MILLWORK & NATURAL STONE			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**CIM**	**The Cabinet Place**	**Modular Millwork**	**DMA Millwork**			
Base Price			**$ 173,449.29**	**$ 161,419.00**	**$ 186,760.00**	**$ 179,198.25**	**$ -**	**$ -**	**$ -**
Lab 39									
Upper Cabinets w/ Laminate Soffit	33	LF	y	y	y	y			
Lower Cabinets	33	LF	y	y	y	y			
Countertops	80	SF	y	y	y	y			
Phlebotomy 038			y	y	y	y			
Upper Cabinets w/ Laminate Soffit	3	LF	y	y	y	y			
Lower Cabinets	5	LF	y	y	y	y			
Countertops	10	SF	y	y	y	y			
Tall Cabinet w/ Laminate Soffit	3	LF	y	y	y	y			
Break Room 23			y	y	y	y			
Upper Cabinets w/ Laminate Soffit	13	LF	y	y	y	y			
Lower Cabinets	16	LF	y	y	y	y			
Countertops	40	SF	y	y	y	y			
Reception 03			y	y	y	y			
Lower Cabinets	11	LF	y	y	y	y			
Countertops	25	SF	y	y	y	y			
C/Out Counter	8	SF	y	y	y	y			
Transaction Ledge	22	SF	y	y	y	y			
Check-in Desks	44	SF	y	y	y	y			
Angle Supports	7	EA	y	y	y	y			
Bariatric Exam 10,34	2	EA	y	y	y	y			
Upper Cabinets w/ Laminate Soffit	6	LF	y	y	y	y			
Lower Cabinets	8	LF	y	y	y	y			
Countertops	20	SF	y	y	y	y			
Exam 11, 13, 14, 15, 16, 28, 29, 30, 31, 33	10	EA	y	y	y	y			
Upper Cabinets w/ Laminate Soffit	30	LF	y	y	y	y			
Lower Cabinets	40	LF	y	y	y	y			
Countertops	100	SF	y	y	y	y			
Meds 17, 27	2	EA	y	y	y	y			
Upper Cabinets w/ Laminate Soffit	22	LF	y	y	y	y			
Lower Cabinets	22	LF	y	y	y	y			
Countertops	50	SF	y	y	y	y			
Back Work Area C06	2	EA	y	y	y	y			
Upper Cabinets w/ Laminate Soffit	11	LF	y	y	y	y			
Lower Cabinets	11	LF	y	y	y	y			
Countertops	28	SF	y	y	y	y			
Tall Cabinet	5	LF	y	y	y	y			
Triage Nook C01	1	EA	y	y	y	y			
Upper Cabinets w/ Laminate Soffit	4	LF	y	y	y	y			
Lower Cabinets	4	LF	y	y	y	y			
Countertops	10	SF	y	y	y	y			
Nurses Station 18, 36	2	EA	y	y	y	y			
Upper Cabinets w/ Laminate Soffit	28	LF	y	y	y	y			
Lower Cabinets	60	LF	y	y	y	y			
Countertops	130	SF	y	y	y	y			
Transaction Ledge	12	EA	y	y	y	y			
Angle Supports	12	EA	y	y	y	y			
AWI Certified			y	n	y	y			
AWI Labels			y	n	y	y			

Total	$ 173,449.29	$ 161,419.00	$ 186,760.00	$ 179,198.25	$ -	$ -	$ -
Amount to Carry	$ 161,419.00						

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: WATERPROOFING & CAULKING			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**R&D Caulking Inc**	**Eastern Waterproofing**					
Base Price			**$ 10,050.00**	**$ 15,750.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Caulking									
Interior Caulking	1	LS	$ 2,500.00	$ 2,500.00					
Exterior Caulking	1	LS	y	y					
Caulk Control Joints	60	LF	y	y					
Caulk Masonry Joints	75	LF	y	y					
Caulk EIFS Joints?			y	y					
Waterproofing									
Fluid Applied Air Barrier @ Stone, Prodema, Metal Panels	750	SF	y	y					
Perimeter Slab Edge Waterproofing	820	SF	y	y					
Total			$ 12,550.00	$ 18,250.00	$ -	$ -	$ -	$ -	$ -

Amount to Carry	$ 12,550.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: ROOFING			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Roofing Plus Inc**	**Atlas Roofing**	**Miller Clapperton**	**Cladding & Component Systems**			
Base Price			**$ 172,980.00**	**$ 179,760.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Roofing									
TPO Membrane Roofing	7450	SF	y	y					
Parapet Walls & Cap Membrane		inc	y	y					
Cover Board	7450	SF	y	y					
2-5" Rigid Roof Insulation	7450	SF	y	y					
Tapered Insulation	1810	SF	y	y					
Vapor Barrier @ Roof & Parapet	7450	SF	y	y					
Roof Accessories									
Metal Coping	410	LF	y	y					
Flash Roof Curbs	9	EA	y	y					
Flash Roof Drains	4	EA	y	y					
Gas Line Supports	1	LS	$ 2,000.00	$ 2,000.00					
ACM Panels					$ 65,879.00	$ 53,550.00			
ACM Wall Panels @ Signage	300	SF			y	y			
ACM Subgirt		inc			y	y			
Fluid-Applied Behind ACM					see Wtrpfg	see Wtrpfg			
Hanger Rod Canopy System @ Entrance	1	EA			y	y			
Roof Protection	10420	SF	$ 3,037.00	$ 3,037.00					
		Total	$ 178,017.00	$ 184,797.00	$ 65,879.00	$ 53,550.00	$ -	$ -	$ -

Amount to Carry	$ 231,567.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: DOORS, FRAMES, HARDWARE			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Southern GF**	**Cook & Boardman**	**Classic City**	**TC Lock & Door**	**Aarons Door**	**Cook & Boardman**	
Base Price			**$ 131,914.00**	**$ 110,622.00**	**$ 65,051.00**	**$ -**	**$ -**	**$ -**	**$ -**
Hollow Metal									
3070 HM Frame	10	EA	y	y	y				
3070 HM Frame w/ Transom & Sidelite	4	EA	y	y	y				
3670 HM Frame	18	EA	y	y	y				
3670 HM Frame Cased Opening	2	EA	y	y	y				
3670 HM Frame w/ Transom	2	EA	y	y	y				
3670 HM Frame w/ Transom & Sidelite	2	EA	y	y	y				
Install			See Drywall	See Drywall	See Drywall				
Wood Doors									
3070 Flush Wood Door	9	EA	y	y	y				
3070 Flush Wood Door 45 MIN	5	EA	y	y	y				
3670 Flush Wood Door	20	EA	y	y	y				
3670 Flush Wood Door 45 MIN	1	EA	y	y	y				
3670 Flush Wood Door w/ Vision Lite	1	EA	y	y	y				
Glass included?			glass NIC	glass NIC	vision-Y, other-N				
Install	36	EA				$ 5,030.00	$ 6,681.00	$ 7,765.00	
Finish Hardware	36	EA	y	y	y				
Closers		inc	y	y	y				
Card Readers	4	EA	by LV	by LV	by LV				
Panic Hardware		inc	y	y	y				
Inventory/Stock Hardware		inc	y	y	y				
Keying	36	EA	$ 1,838.00	$ 1,838.00	$ 1,838.00				
Fireman's Knox Box	1	EA	$ 169.00	$ 169.00	$ 169.00				
Electric Strikes		inc	y	y	y				
Handicap Assist	2	EA	y	y	y				
		Total	$ 133,921.00	$ 112,629.00	$ 67,058.00	$ 5,030.00	$ 6,681.00	$ 7,765.00	$ -

Amount to Carry	$ 72,088.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: GLASS & STOREFRONT			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Clearvue**	**West Metro**					
Base Price			**$ 212,066.00**	**$ 225,164.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Glass & Glazing									
Exterior Storefront	1126	SF	y	y					
Interior Storefront Door 01.2	50	SF	y	y					
Interior Storefront Check-In	110	SF	y	y					
Glass/Aluminum Doors									
Glass/Aluminum Doors Pairs	2	PR	y	y					
Glass/Aluminum Doors Single	2	EA	y	y					
Door Hardware	5	EA	y	y					
Hardware Sets									
Set 01	2	EA	y	y					
Set 02	1	EA	y	y					
Set 03	1	EA	y	y					
Borrowed Lites									
3070 HM Frame w/ Transom & Sidelite	72	SF	y	y					
3670 HM Frame w/ Transom	10	SF	y	y					
3670 HM Frame w/ Transom & Sidelite	36	SF	y	y					
Glass Cleaning	2588	SF	$ 460.00	$ 460.00					
Total			$ 212,526.00	$ 225,624.00	$ -	$ -	$ -	$ -	$ -

Amount to Carry	$ 212,526.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: LATH, PLASTER, & STUCCO			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Big Time Plastering**	**MM Company**	**RJ Childers**	**Northwest Plastering Co**			
Base Price			**$ 86,950.00**	**$ 73,900.00**	**$ 80,625.00**	**$ 78,840.00**	**$ -**	**$ -**	**$ -**
EFIS	5751	SF	y	y	y	y			
Weather Barrier Behind EIFS		inc	y	y	y	y			
Caulking		inc	see Wtrpfg	see Wtrpfg	see Wtrpfg	see Wtrpfg			
		Total	$ 86,950.00	$ 73,900.00	$ 80,625.00	$ 78,840.00	$ -	$ -	$ -

Amount to Carry	$ 73,900.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: DRYWALL, TRUSSES, ACOUSTICAL			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Cherokee Acoustical**	**MOIncorporated**	**United**				
Base Price			**$ 164,436.00**	**$ 209,123.61**	**$ 283,933.17**	**$ -**	**$ -**	**$ -**	**$ -**
Drywall	1	LS	y	y	y				
Partition to Structure	11424	SF	y	y	y				
Sound Batts (varying thickness)	8938	SF	y	y	y				
1 HR Partition	1956	SF	y	y	y				
Low Wall	230	SF	y	y	y				
One Sided Drywall	3727	SF	y	y	y				
Mineral Wool Insulation	3727	SF	y	y	y				
Tile Backer Board	432	SF	y	y	y				
Patch & Repair	1	LS	y	y	y				
Flat Ceilings	1235	SF	y	y	y				
Soffits	350	SF	y	y	y				
FRP Panels	15	SF	y	y	y				
Level 5 Finish	2228	SF	y	y	y				
Install Door Frames	38	EA	y	y	y				
Bulkhead	50	LF	y	y	y				
Blocking									
Millwork		inc							
Toilet Accessories		inc							
Electrical Panels		inc							
Layout									
Shop Drawings		N/A							
Acoustical Ceilings									
New Ceiling Systems	5950	SF	y	y	y				
2% Attic Stock Per Spec	120	SF	y	y	y				
		Total	$ 164,436.00	$ 209,123.61	$ 283,933.17	$ -	$ -	$ -	$ -

Amount to Carry	$ 164,436.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: TILE & RESILIENT FLOORING			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Southern Surfaces**	**Southeastern Commercial Flooring**	**Elite Flooring**	**Spectra**	**HPI Floors**	**DCO Commercial Floors**	**MM Interiors**
Base Price			**$ 89,087.23**	**$ 87,807.31**	**$ 86,190.00**	**$ 97,816.57**	**$ 98,610.30**	**$ 103,578.72**	**$ 104,434.37**
Ceramic Tile									
Floor Tile	394	SF	y	y	y	y	y	y	y
Wall Tile	435	SF	y	y	y	y	y	y	y
Ceramic Base	110	LF	y	y	y	y	y	y	y
Thresholds	6	EA	y	y	y	y	y	y	y
Epoxy Grout	394	SF	y	y	y	y	y	y	y
Attic Stock	41	SF	y	y	y	y	y	y	y
Resilient Flooring			y	y	y	y	y	y	y
Linoleum Floor Tile	5236	SF	y	y	y	y	y	y	y
Moisture Testing	2	LS	y	y	y	y	y	y	y
Vinyl Base	1733	LF	y	y	y	y	y	y	y
Sheet Vinyl w/ Integral Base	89	SYDS	y	y	y	y	y	y	y
5% Attic Stock LFT Per Spec	262	SF	y	y	y	y	y	y	y
5% Attic Stock Sheet Vinyl Per Spec	4	SYDS	y	y	y	y	y	y	y
Carpet									
Carpet Tiles	102	SYDS	y	y	y	y	y	y	y
WalkOff Carpet	11	SYDS	y	y	y	y	y	y	y
5% Attic Stock Per Spec	6	SYDS	y	y	y	y	y	y	y
Metal Base	40	LF	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00	$ 400.00
Floor Prep	1	LS	y	y	y	y	y	y	y
Carpet Protection	5000	SF	y	y	y	y	y	y	y
		Total	$ 89,487.23	$ 88,207.31	$ 86,590.00	$ 98,216.57	$ 99,010.30	$ 103,978.72	$ 104,834.37

Amount to Carry	$ 86,590.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: PAINT & SPECIAL COATINGS			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Ashford Painting**	**Bobby Taylor Painting**	**ProCoat Painters**				
Base Price			**$ 34,325.00**	**$ 36,467.00**	**$ 34,880.00**	**$ -**	**$ -**	**$ -**	**$ -**
Painting & WC	1	LS	y	y	y				
Paint Walls	15905	SF	y	y	y				
Paint Ceilings	1235	SF	y	y	y				
Paint Door Frames	38	EA	y	y	y				
Paint Touch up	1	LS	y	y	y				
Special Coating									
Impact Resistant Wallcovering	2228	SF	y	y	y				
Sealed Concrete	200	SF	y	y	y				
Caulk Ceiling Grid?			y	y	y				
		Total	$ 34,325.00	$ 36,467.00	$ 34,880.00	$ -	$ -	$ -	$ -

Amount to Carry	$ 34,325.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: MISC. SPECIALTIES			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Resolute**	**Total Facility Solutions**	**ProCoat Painters**	**Hogan**			
Base Price			**$ 3,995.00**	**$ 4,400.00**	**$ 8,320.00**	**$ -**	**$ -**	**$ -**	**$ -**
Fire Extinguishers									
FE Cabinets	3	EA				$ 900.00			
Kitchen Equipment - Install Only									
Coffee Maker	1	EA				$ 70.00			
Refrigerator	3	EA				$ 1,050.00			
Ice/Water Dispenser	1	EA				$ 210.00			
Other Equipment Install									
Wall Mounted PC	12	EA				$ 840.00			
TVs	1	EA				$ 70.00			
Diagnostic Scopes	12	EA				$ 588.00			
Sharps Container	12	EA				$ 588.00			
Glove Boxes	12	EA				$ 252.00			
AED	1	EA				$ 35.00			
Corner Guards		N/A							
Impact Resistant Strip	1	LS			y				
Signage		By Owner							
Dump Fees	6	MOS				$ 11,556.00			
Daily Cleaning	6	MOS				$ 7,981.00			
Final Cleaning	1	LS	y	y					
Rough Hardware	1	LS				$ 1,873.00			
Safety Equipment	1	LS				$ 480.00			
Misc. Rentals	6	MOS				$ 3,531.00			
Total			$ 3,995.00	$ 4,400.00	$ 8,320.00	$ 30,024.00	$ -	$ -	$ -

Amount to Carry	$ 42,339.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: TOILET PARTITIONS & ACCESSORIES			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Accessories Unlimited**	**Mason Hall**	**Diversified Construction Specialties**				
Base Price			**$ 7,936.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
				Declined to Bid	Declined to Bid				
Restrooms									
A - 42" Grab Bar	6	EA	y						
B - 36" Grab Bar	6	EA	y						
D2 - Paper Towel Dispenser	6	EA	install only						
F - Mirror	6	EA	y						
G - Toilet Paper Dispenser	6	EA	install only						
I - Specimen Pass Thru	1	EA	y						
K - Soap Dispenser	6	EA	install only						
Break Room									
D1 - Paper Towel Dispenser	1	EA	install only						
K - Soap Dispenser	1	EA	install only						
Lab									
D2 - Paper Towel Dispenser	2	EA	install only						
K - Soap Dispenser	2	EA	install only						
Meds									
D1 - Paper Towel Dispenser	2	EA	install only						
K - Soap Dispenser	2	EA	install only						
Exam Rooms									
D2 - Paper Towel Dispenser	12	EA	install only						
K - Soap Dispenser	12	EA	install only						
R - Hand Sanitizer Dispenser	12	EA	install only						
Nurses Station									
D1 - Paper Towel Dispenser	2	EA	install only						
K - Soap Dispenser	2	EA	install only						
Triage Nook									
C- 18" Grab Bar	2	EA	y						
		Total	$ 7,936.00	$ -	$ -	$ -	$ -	$ -	$ -

Amount to Carry	$ 7,936.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: FURNISHINGS			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Abba Contract**	**DCO Window Treatments**	**Alliance Window Treatments**	**GA Blinds**			
Base Price			**$ 8,900.00**	**$ 8,563.00**	**$ 8,590.00**	**$ 8,308.00**	**$ -**	**$ -**	**$ -**
Blinds									
Louver Blinds	733	SF	y	y	y	y			
Roller Shades	896	SF	y	y	y	y			
		Total	$ 8,900.00	$ 8,563.00	$ 8,590.00	$ 8,308.00	$ -	$ -	$ -

Amount to Carry	$ 8,308.00

Proposal Comparison **Hall County NGPG Building & Site Work** **Bid Package: MECHANICAL**			HVAC & Plumbing **1**	HVAC & Plumbing **2**	HVAC Only **3**	HVAC Only **4**	Plumbing Only **5**	**6**	**7**
Description	**Quantity**	**Unit**	**Lawson HVAC & Plumbing**	**John Payne**	**Shumate**	**Lanier HVAC**	**McLeroy Plumbing**		
Base Price			**$ 661,345.71**	**$ 557,796.00**	**$ 308,493.15**	**$ 338,843.68**	**$ 269,682.46**	**$ -**	**$ -**
Plumbing									
Plumbing Fixtures	32	EA	y	y			y		
Water Heater	1	EA	y	y			y		
Emergency Eye Wash Station	1	EA	y	y			y		
Roof Drains	4	EA	y	y			y		
Overflow Roof Drains	4	EA	y	y			y		
Floor Drains	1	EA	y	y			y		
Hot Water Recirculation Pump	1	EA	y	y			y		
Floor Cleanout	6	EA	y	y			y		
Wall Cleanout	1	EA	y	y			y		
Ice Box Maker	1	EA	y	y			y		
Wall/Roof Hydrant	5	EA	y	y			y		
Roof Vents	2	EA	y	y			y		
Natural Gas Piping	1	LS	y	y			y		
Medical Waste Piping	1	LS	y	y			y		
Temp. Water	6	MOS	$ 963.00	$ 963.00			$ 963.00		
HVAC									
RTU Roof Curbs	9	EA	y	y	y	y			
Temp. Filters	10	EA	y	y	y	y			
Electric Heater (Provider 19, 26)	2	EA	y	y	y	y			
Split System (Elec 20, IT 07)	2	EA	y	y	y	y			
Exhaust Fans	1	EA	y	y	y	y			
Fire Dampers	7	EA	y	y	y	y			
Test & Balance	7800	SF	y	y	y	y			
BAS Controls	1	LS	y	y	y	y			
Cut & Patch	1	LS	y	y	y	y			
Fire Sprinklers		N/A							
		Total	$ 662,308.71	$ 558,759.00	$ 308,493.15	$ 338,843.68	$ 270,645.46	$ -	$ -

Amount to Carry	$ 558,759.00

Proposal Comparison Hall County NGPG Building & Site Work Bid Package: ELECTRICAL			1	2	3	4	5	6	7
Description	**Quantity**	**Unit**	**Universatech Electric**	**Dean Electric**	**12 & Assoc**	**Arrow Systems**	**Netplanner**	**Busker Communications**	**NCI**
Base Price			**$ 355,071.00**	**$ 392,500.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Electrical									
Site Lighting	1	ALLO	$ 28,000.00	$ 28,000.00					
Wall Packs	7	EA							
HVAC Connections	1	LS							
Temp. Lighting	1	LS	$ 1,250.00	$ 1,250.00					
Temp. Electric	6	MOS	$ 8,642.00	$ 8,642.00					
Backboards	100	SF	$ 861.00	$ 861.00					
Transformer Concrete Pads	100	SF	See Site Work	See Site Work					
Cut & Patch	1	LS	$ 618.00	$ 618.00					
Voice/Data Infrastructure		inc				y			
Voice & Data Cabling	1	LS					$ 34,783.00	$ 31,634.00	$ 30,102.00
Fire Alarm Systems	1	LS			$ 20,649.00	$ 36,667.00			
Security Systems	1	LS							$ 8,425.00
Card Access	4	EA							y
CCTV System	1	ALLO							$ 10,000.00
Panic Buttons	1	inc							y
Door Release Button	1	inc							y
Nurse Call System	1	LS							$ 7,675.00
Lightning Protection		N/A							
CATV System		N/A							
Public Address System		N/A							
AV Systems		N/A							
		Total	$ 394,442.00	$ 431,871.00	$ 20,649.00	$ 36,667.00	$ 34,783.00	$ 31,634.00	$ 56,202.00

Amount to Carry	$ 471,293.00

Assumptions & Clarifications

The following assumptions and/or clarifications were utilized to prepare the Estimate. Documents by Hussey Gay Bell dated 8/14/23 and Architectural/MEP drawing by CDH Architecture dated 5/26/2023 and revised pages dated 6/30/2023 and 8/11/2023.

General

- Material and Soil Testing; Special Inspections; Geotechnical and Environmental Surveys; Existing Site Surveys; Soil Borings; County, City, or State Utility Fees, including Tap or Impact Fees are not included.
- A Payment and Performance Bond for Hogan Construction Group is not included.
- Builder's Risk Insurance and General Liability Insurance are included.
- The cost for Building Permits is not included.
- Temporary and Permanent Utility consumption costs are included.
- A temporary field office for Hogan Construction is included. No Owner, Architect, or Special Consultant trailers are included.
- Disposal and/or removal of contaminated materials are not included. This includes, but is not limited to, asbestos removal, toxic saturated materials, contaminated materials, hazardous materials, etc.
- The Furnishings, Fixtures, and Equipment for the Owner's loose furnishings are assumed to be in a separate budget carried by the Owner.
- The Davis Bacon Wage Rate requirement has not been included for this project.

Site Work

- We have included all pavement, concrete, curb and associated pavement markings and signs as per revised civil drawings with incorporated VE.
- We have included monies for light pole bases. More details need to be provided for accurate pricing of site lighting.
- We have included a modular block wall. Block to be Anchor Diamond Pro, color Gray. Geogrid and backfill are included. It is assumed that all soil on site is suitable for backfill. If the soil is not suitable, further adjustments to pricing will need to be made. Fencing on top of wall is included as 4' black chain link fence.

Earthwork

- A site Geotech report was not used in pricing this project. Further adjustments may be needed if site conditions are different that what we have assumed in our pricing.
- Surface dewatering during construction is included. Neither a temporary nor a permanent dewatering system is included.
- It is assumed that all water meter fees, tap fees, and underground utility meters will be paid for directly by the Owner. The scope of work included for the fire line and water lines start after the taps and meters have been set by others outside this project estimate.

- Demolition and removal of unforeseen buried structures is not included. No rock excavation is included.
- It is assumed that the excavated material is suitable for backfill.
- An allowance for temporary construction fencing is included.
- We have included all saw cutting and removal asphalt and concrete, curb, and other hardscapes as indicated on the drawings.
- Telephone box and relocation of the light pole to be by Hall County.
- We have included only rip rap, fabric, and associated structures at the dry enhanced swale. An allowance of $5,000 has been included for any enhanced soils needed at the swale.
- We have included relocation of existing water meter and hydrant as per the plans. Hogan and Hall County to coordinate time for shut off/turn on during relocation.
- We have included 4" rain leaders from the roof drains of new building to tie into storm structures adjacent to the building.
- We have not included Protecto-401 ductile pipe.
- All erosion control and maintenance is included.

Concrete

- We have included aggregate base, concrete footings, SOG, perimeter turndowns as per plans and specs.
- We have included a 10 mil vapor barrier.
- Setting and grouting of anchor plates and saw cutting expansion joints is included.

Structure

- We have included a full wood framing package. All wood shear walls, sheathing, interior partitions, parapets, kickers, blocking, trusses, etc. is included. All associated Simpson hardware is included.
- Sill plates are to be drilled and filled with epoxy. If these anchors are to be embedded in concrete, further pricing will need to be done.
- Steel is AISC certified fabricated and erected.

Millwork

- We have included millwork per plans and specs.
- The specs are calling for AWI certification and labels, however The Cabinet Place no longer provides certifications and labels. They do, however, build to AWI standards. Further adjustment will need to be made if AWI certifications and labels are required.
- All cabinets are bid with particle board cores, white melamine interiors and plastic laminate exterior. 4" satin chrome pulls and 3mm edge banding on all doors.
- All counter supports are included.
- We have included plastic laminate soffits above wall cabinets where noted on interior elevations.

Waterproofing & Caulking

- We have included all interior/exterior caulking. Fluid applied air barrier is included behind all EIFS, stone, and metal panels.
- We have included caulking between dissimilar materials and control joints.

- We have included the perimeter slab edge waterproofing as shown on various details on sheet A551. We have not included the detail noted as 06.a on sheet A551. This appears to be an under drain system, however no details or information was provided for this and is excluded.

Roofing

- We have included 60 mil Carlisle TPO, color white,
- We have included all vapor barrier, insulation, coverboard, up and over kickers and parapet walls. TPO is also to run up and over parapet walls. All flashings of roof penetrations are included.
- We have included metal coping on parapet as indicated on drawings.
- We have included ACM-1 at front façade. Sub girts and fasteners are included.
- Scanning structure and shop drawings are included.
- We have included a hanger rod canopy at front entrance. Spec sheets can pe provided to architect for approval.

Doors, Frames, Hardware

- We have included all knock down hollow metal frames and welded side lite and transom frames.
- We have included factory finished, solid wood doors.
- All hardware is per hardware schedule in spec book.
- Keying is included.
- We have included (1) fireman's knox box.

Glass & Glazing

- All exterior storefront to be Oldcastle Reliance Solarban 90 1" insulated glass.
- We have included all ¼" tempered interior storefront at vestibule and check in desk.
- Glass is included for all hollow metal side lite and transoms where indicated.
- All storefront hardware is per specifications.
- Caulking of interior and exterior storefront systems is included.

Drywall

- We have included drywall, taping and finishing all wood framed walls throughout the building. All sound batts and mineral wool insulation is included.
- We have included tile backer board at walls to receive tile.
- We have included FRP panels @ mop sink in EVS room.
- We have included installation of all knock-down hollow metal frames.
- Acoustical ceiling and attic stock is per plans and specs.

Flooring

- We have included all flooring and wall tile per finish schedule and plans A700 & A701.
- We have included epoxy grout at tile floors per note 17 on sheet A701. Sanded grout on the walls is included.
- We have included moisture testing for the new slab. Moisture mitigation is not included.
- We have included all attic stock per specifications.

Painting

- We have included painting all walls, ceilings, soffits, and door frames per finish plan.
- We have included sanding and sealed concrete in rooms 07, 08, and 20 per the finish plan. No spec has been provided for the concrete sealer. Hogan and Hall County will agree upon a product prior starting construction.
- We have included IWC-1A impact resilient wall covering by Acrovyn in the exam rooms per finish plans A701. We have included level 5 finish at these areas.

Miscellaneous Specialties

- We have included installation of owner provided equipment including only the following items per the equipment schedule on sheet A131:
    - Coffee Maker
    - Refrigerator
    - Ice/Water Maker
    - Wall Mounted PCs
    - TV
    - Diagnostic Scopes
    - Sharps Containers
    - Glove boxes
    - AED
- We have included final cleaning at the completion of the project.
- We have included RS-1A Acrovyn impact resistant strip in the exam rooms per elevation E14/A602 and phlebotomy room per elevation A1/A601.

Toilet Accessories

- We have included furnishing and installing grab bars, mirrors, and specimen pass through. All other accessories such as soap dispensers, paper towel dispensers, hand sanitizer holders, toilet paper dispensers, etc. are to be owner furnished and contractor installed per the toilet accessory schedule on sheet G002 revision dated 6-30-2023.

Furnishings

- We have included Mecho Manual Solar shades and 1” classic aluminum blinds where indicated on the drawings. Shades are to be Soho 3% color, TBD and blinds are to be Springs 1” classic 8 gauge, color TBD.

Plumbing

- We have included all plumbing fixtures and equipment per plans and specs.
- All natural gas piping is included.
- We have included Schedule 40 PVC for all drain/waste piping.
- We have included all roof drains and overflow drains to connect to storm structures adjacent to the building.

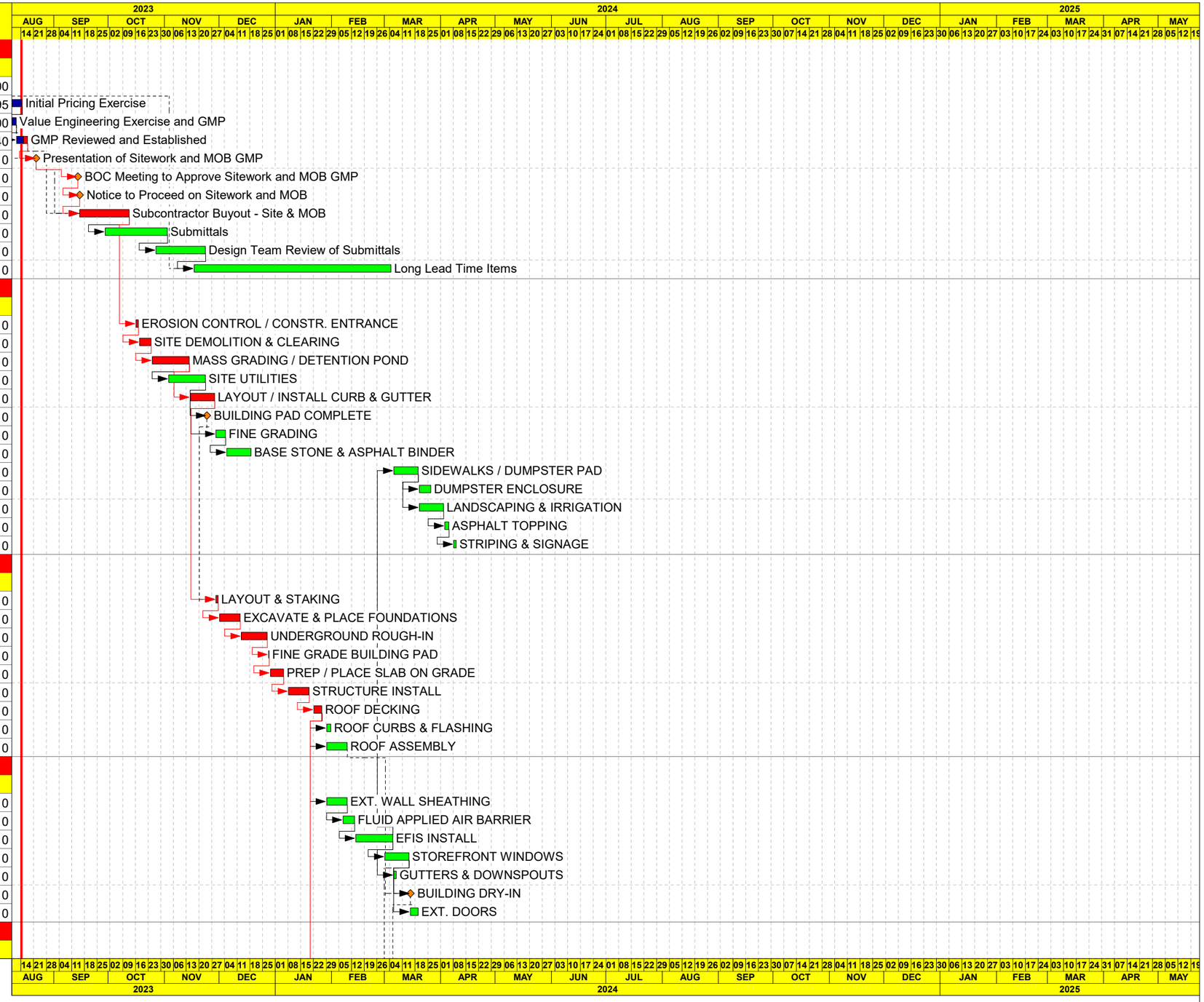
HVAC

- We have included Trane units and Trane controls per documents and specifications.
- Test and balance of space is included.
- Vibration insolation rails on rooftop units is not included.
- We have included standard thermostats in lieu of building automation system.

Electrical

- We have included all electrical panels, wiring, transformer, lighting, etc. per plans and specs.
- We have included an allowance of $28,000 for site lighting. Further information is needed for accurate pricing.
- We have included a complete fire alarm system.
- We have included all voice/data cabling, card readers, panic buttons, door release buttons and nurse call systems.
- We have included an allowance of $10,000 for the security system and cameras. Further information will be needed in order to accurately price this item.

Act ID	Description	Orig Dur	Early Start	Early Finish	%
PRECONSTRUCTION					
0120	Notice to Proceed	0		08JUN23 A	100
0130	Initial Pricing Exercise	19d	16JUN23 A	14AUG23	95
0140	Value Engineering Exercise and GMP	20d	14JUL23 A	11AUG23 A	100
0210	GMP Reviewed and Established	5d	11AUG23 A	17AUG23	40
0150	Presentation of Sitework and MOB GMP	0	22AUG23		0
0200	BOC Meeting to Approve Sitework and MOB	0	14SEP23		0
0220	Notice to Proceed on Sitework and MOB	0	15SEP23		0
0160	Subcontractor Buyout - Site & MOB	20d	15SEP23	12OCT23	0
0170	Submittals	25d	29SEP23	02NOV23	0
0180	Design Team Review of Submittals	20d	27OCT23	23NOV23	0
0230	Long Lead Time Items	75d	17NOV23 *	04MAR24	0
SITEWORK					
1000	EROSION CONTROL / CONSTR.	2d	16OCT23	17OCT23	0
1010	SITE DEMOLITION & CLEARING	5d	18OCT23	24OCT23	0
1020	MASS GRADING / DETENTION POND	15d	25OCT23	14NOV23	0
1030	SITE UTILITIES	15d	03NOV23	23NOV23	0
1080	LAYOUT / INSTALL CURB & GUTTER	10d	15NOV23	28NOV23	0
1040	BUILDING PAD COMPLETE	0	24NOV23		0
1090	FINE GRADING	4d	29NOV23	04DEC23	0
1100	BASE STONE & ASPHALT BINDER	10d	05DEC23	18DEC23	0
1110	SIDEWALKS / DUMPSTER PAD	10d	06MAR24	19MAR24	0
1120	DUMPSTER ENCLOSURE	5d	20MAR24	26MAR24	0
1130	LANDSCAPING & IRRIGATION	10d	20MAR24	02APR24	0
1140	ASPHALT TOPPING	3d	03APR24	05APR24	0
1150	STRIPING & SIGNAGE	2d	08APR24	09APR24	0
STRUCTURE					
1160	LAYOUT & STAKING	2d	29NOV23	30NOV23	0
1170	EXCAVATE & PLACE FOUNDATIONS	8d	01DEC23	12DEC23	0
1180	UNDERGROUND ROUGH-IN	10d	13DEC23	27DEC23	0
1190	FINE GRADE BUILDING PAD	1d	28DEC23	28DEC23	0
1200	PREP / PLACE SLAB ON GRADE	5d	29DEC23	05JAN24	0
1220	STRUCTURE INSTALL	10d	08JAN24	19JAN24	0
1240	ROOF DECKING	5d	22JAN24	26JAN24	0
1250	ROOF CURBS & FLASHING	3d	29JAN24	31JAN24	0
1260	ROOF ASSEMBLY	10d	29JAN24	09FEB24	0
BUILDING EXTERIOR					
1280	EXT. WALL SHEATHING	10d	29JAN24	09FEB24	0
1290	FLUID APPLIED AIR BARRIER	5d	07FEB24	13FEB24	0
1300	EFIS INSTALL	15d	14FEB24	05MAR24	0
1340	STOREFRONT WINDOWS	10d	01MAR24	14MAR24	0
1370	GUTTERS & DOWNSPOUTS	2d	06MAR24	07MAR24	0
1345	BUILDING DRY-IN	0	15MAR24		0
1360	EXT. DOORS	3d	15MAR24	19MAR24	0
BUILDING INTERIOR					



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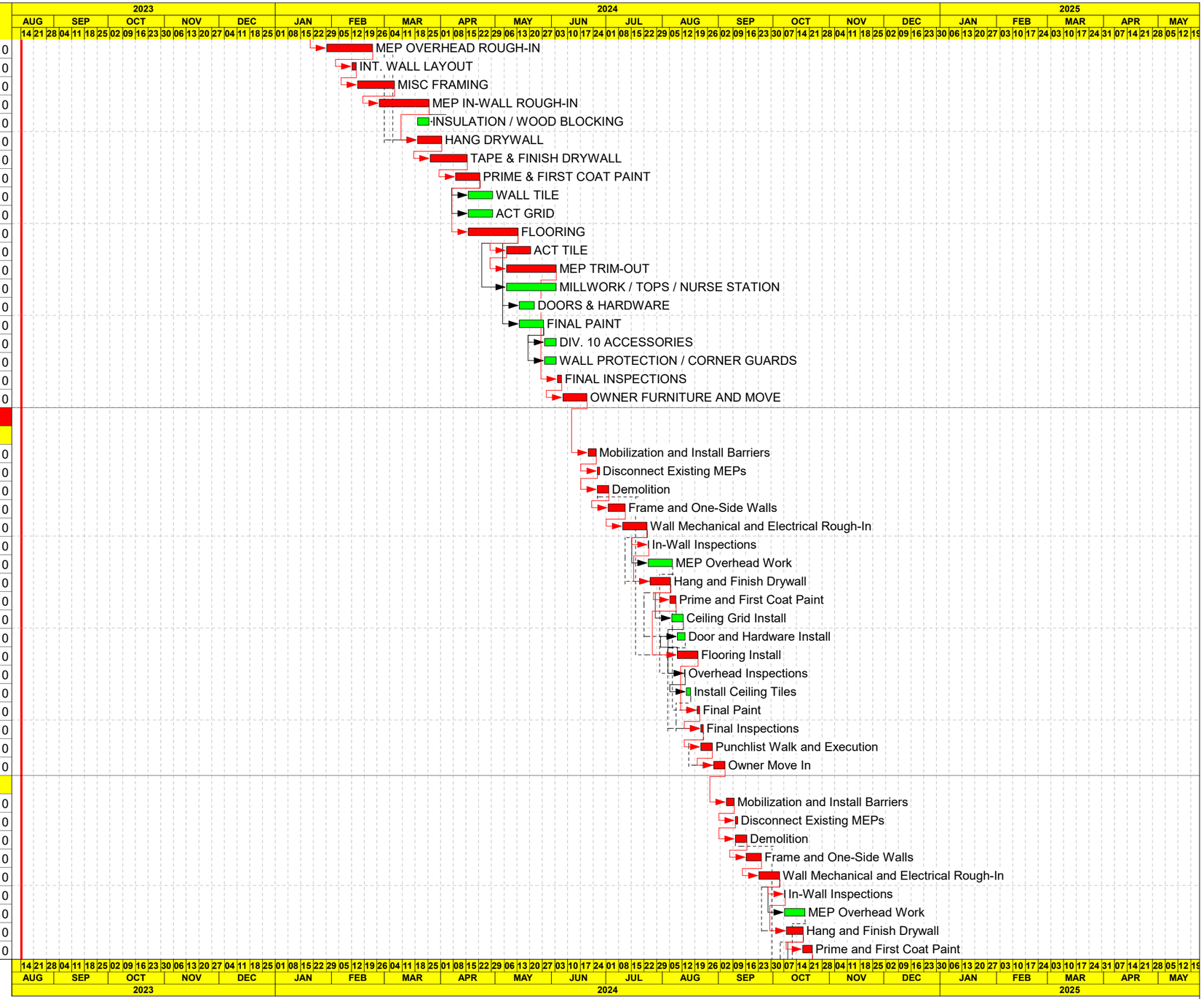
Hogan Construction Group
Hall County Health Dept. MOB and Renovation
Preliminary Construction Schedule

- Early bar
- Progress bar
- Critical bar
- Summary bar
- Start milestone point
- Finish milestone point

Act ID	Description	Orig Dur	Early Start	Early Finish	%
1385	MEP OVERHEAD ROUGH-IN	20d	29JAN24	23FEB24	0
1390	INT. WALL LAYOUT	3d	12FEB24	14FEB24	0
1400	MISC FRAMING	15d	15FEB24	06MAR24	0
1410	MEP IN-WALL ROUGH-IN	20d	27FEB24	25MAR24	0
1420	INSULATION / WOOD BLOCKING	5d	19MAR24	25MAR24	0
1430	HANG DRYWALL	10d	19MAR24	01APR24	0
1440	TAPE & FINISH DRYWALL	15d	26MAR24	15APR24	0
1450	PRIME & FIRST COAT PAINT	10d	09APR24	22APR24	0
1460	WALL TILE	10d	16APR24	29APR24	0
1470	ACT GRID	10d	16APR24	29APR24	0
1480	FLOORING	20d	16APR24	13MAY24	0
1500	ACT TILE	10d	07MAY24	20MAY24	0
1550	MEP TRIM-OUT	20d	07MAY24	03JUN24	0
1490	MILLWORK / TOPS / NURSE STATION	20d	07MAY24	03JUN24	0
1510	DOORS & HARDWARE	7d	14MAY24	22MAY24	0
1520	FINAL PAINT	10d	14MAY24	27MAY24	0
1530	DIV. 10 ACCESSORIES	5d	28MAY24	03JUN24	0
1540	WALL PROTECTION / CORNER GUARDS	5d	28MAY24	03JUN24	0
1560	FINAL INSPECTIONS	3d	04JUN24	06JUN24	0
1570	OWNER FURNITURE AND MOVE	10d	07JUN24	20JUN24	0
EXISTING MOB RENOVATION					
Phase 1					
2000	Mobilization and Install Barriers	3d	21JUN24	25JUN24	0
2010	Disconnect Existing MEPs	2d	26JUN24	27JUN24	0
2020	Demolition	5d	26JUN24	02JUL24	0
2040	Frame and One-Side Walls	7d	02JUL24	11JUL24	0
2050	Wall Mechanical and Electrical Rough-In	10d	10JUL24	23JUL24	0
2160	In-Wall Inspections	1d	24JUL24	24JUL24	0
2140	MEP Overhead Work	10d	24JUL24	06AUG24	0
2060	Hang and Finish Drywall	8d	25JUL24	05AUG24	0
2070	Prime and First Coat Paint	4d	05AUG24	08AUG24	0
2130	Ceiling Grid Install	5d	06AUG24	12AUG24	0
2080	Door and Hardware Install	3d	09AUG24	13AUG24	0
2030	Flooring Install	8d	09AUG24	20AUG24	0
2170	Overhead Inspections	1d	13AUG24	13AUG24	0
2150	Install Ceiling Tiles	3d	14AUG24	16AUG24	0
2090	Final Paint	2d	20AUG24	21AUG24	0
2100	Final Inspections	2d	22AUG24	23AUG24	0
2110	Punchlist Walk and Execution	5d	22AUG24	28AUG24	0
2120	Owner Move In	5d	29AUG24	04SEP24	0
Phase 2					
3000	Mobilization and Install Barriers	3d	05SEP24	09SEP24	0
3010	Disconnect Existing MEPs	2d	10SEP24	11SEP24	0
3020	Demolition	5d	10SEP24	16SEP24	0
3030	Frame and One-Side Walls	7d	16SEP24	24SEP24	0
3040	Wall Mechanical and Electrical Rough-In	10d	23SEP24	04OCT24	0
3050	In-Wall Inspections	1d	07OCT24	07OCT24	0
3060	MEP Overhead Work	10d	07OCT24	18OCT24	0
3070	Hang and Finish Drywall	8d	08OCT24	17OCT24	0
3080	Prime and First Coat Paint	4d	17OCT24	22OCT24	0



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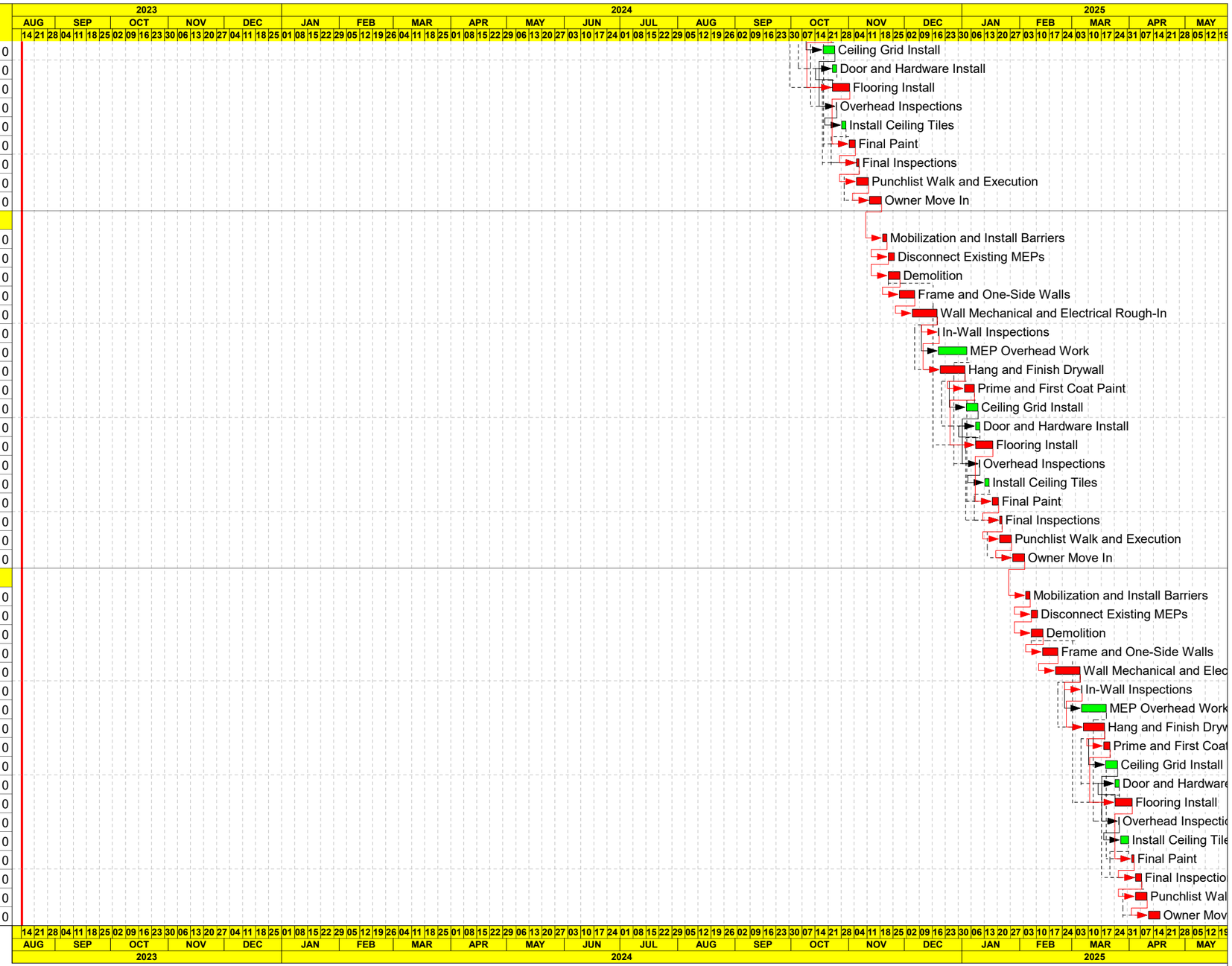
Act ID	Description	Orig Dur	Early Start	Early Finish	%
3090	Ceiling Grid Install	5d	18OCT24	24OCT24	0
3100	Door and Hardware Install	3d	23OCT24	25OCT24	0
3110	Flooring Install	8d	23OCT24	01NOV24	0
3120	Overhead Inspections	1d	25OCT24	25OCT24	0
3130	Install Ceiling Tiles	3d	28OCT24	30OCT24	0
3140	Final Paint	2d	01NOV24	04NOV24	0
3150	Final Inspections	2d	05NOV24	06NOV24	0
3160	Punchlist Walk and Execution	5d	05NOV24	11NOV24	0
3170	Owner Move In	5d	12NOV24	18NOV24	0
Phase 3					
4000	Mobilization and Install Barriers	3d	19NOV24	21NOV24	0
4010	Disconnect Existing MEPs	2d	22NOV24	25NOV24	0
4020	Demolition	5d	22NOV24	28NOV24	0
4030	Frame and One-Side Walls	7d	28NOV24	06DEC24	0
4040	Wall Mechanical and Electrical Rough-In	10d	05DEC24	18DEC24	0
4050	In-Wall Inspections	1d	19DEC24	19DEC24	0
4060	MEP Overhead Work	10d	19DEC24	03JAN25	0
4070	Hang and Finish Drywall	8d	20DEC24	02JAN25	0
4080	Prime and First Coat Paint	4d	02JAN25	07JAN25	0
4090	Ceiling Grid Install	5d	03JAN25	09JAN25	0
4100	Door and Hardware Install	3d	08JAN25	10JAN25	0
4110	Flooring Install	8d	08JAN25	17JAN25	0
4120	Overhead Inspections	1d	10JAN25	10JAN25	0
4130	Install Ceiling Tiles	3d	13JAN25	15JAN25	0
4140	Final Paint	2d	17JAN25	20JAN25	0
4150	Final Inspections	2d	21JAN25	22JAN25	0
4160	Punchlist Walk and Execution	5d	21JAN25	27JAN25	0
4170	Owner Move In	5d	28JAN25	03FEB25	0
Phase 4					
5000	Mobilization and Install Barriers	3d	04FEB25	06FEB25	0
5010	Disconnect Existing MEPs	2d	07FEB25	10FEB25	0
5020	Demolition	5d	07FEB25	13FEB25	0
5030	Frame and One-Side Walls	7d	13FEB25	21FEB25	0
5040	Wall Mechanical and Electrical Rough-In	10d	20FEB25	05MAR25	0
5050	In-Wall Inspections	1d	06MAR25	06MAR25	0
5060	MEP Overhead Work	10d	06MAR25	19MAR25	0
5070	Hang and Finish Drywall	8d	07MAR25	18MAR25	0
5080	Prime and First Coat Paint	4d	18MAR25	21MAR25	0
5090	Ceiling Grid Install	5d	19MAR25	25MAR25	0
5100	Door and Hardware Install	3d	24MAR25	26MAR25	0
5110	Flooring Install	8d	24MAR25	02APR25	0
5120	Overhead Inspections	1d	26MAR25	26MAR25	0
5130	Install Ceiling Tiles	3d	27MAR25	31MAR25	0
5140	Final Paint	2d	02APR25	03APR25	0
5150	Final Inspections	2d	04APR25	07APR25	0
5160	Punchlist Walk and Execution	5d	04APR25	10APR25	0
5170	Owner Move In	5d	11APR25	17APR25	0



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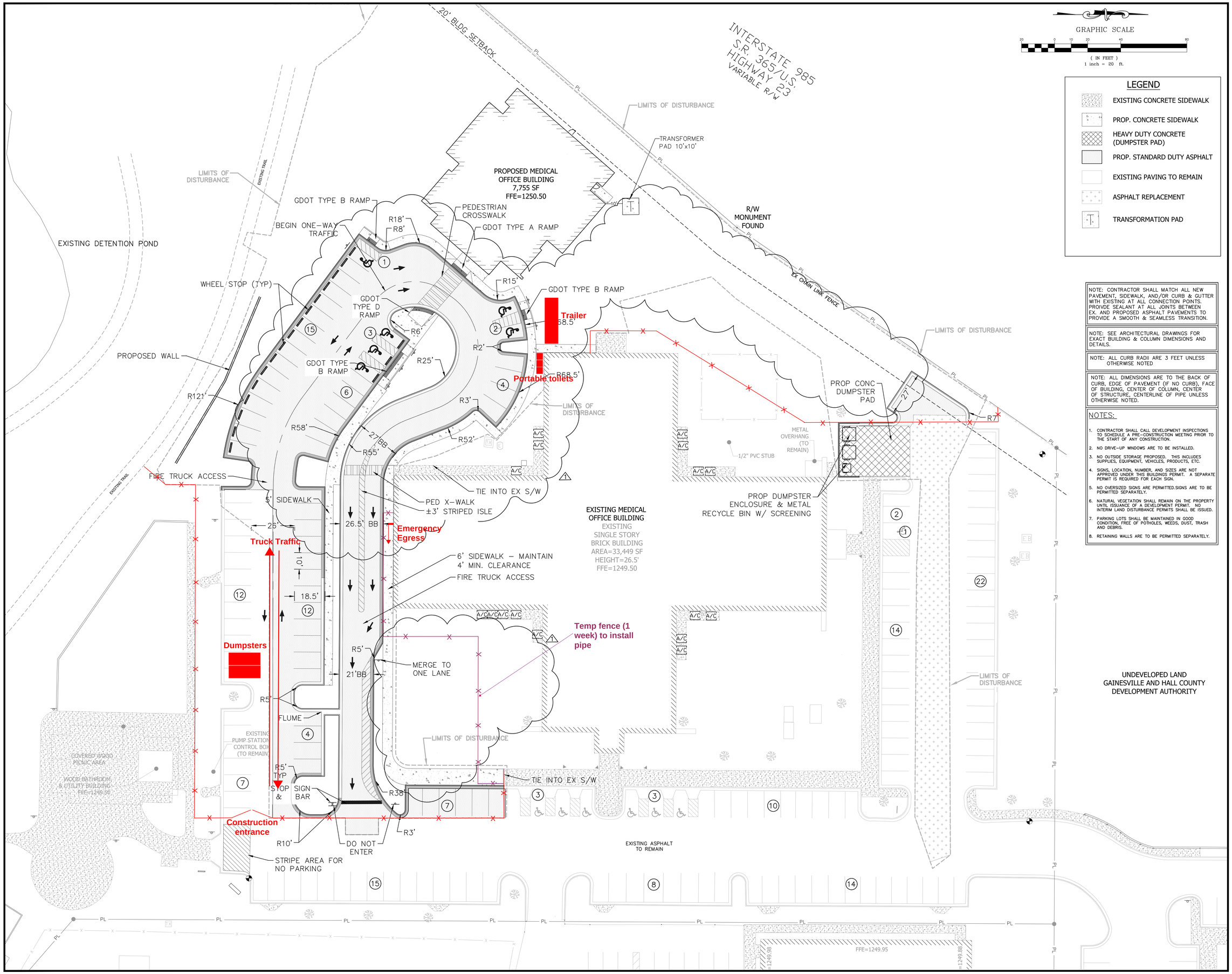

LEGEND

- EXISTING CONCRETE SIDEWALK
- PROP. CONCRETE SIDEWALK
- HEAVY DUTY CONCRETE (DUMPSTER PAD)
- PROP. STANDARD DUTY ASPHALT
- EXISTING PAVING TO REMAIN
- ASPHALT REPLACEMENT
- TRANSFORMATION PAD

NOTE: CONTRACTOR SHALL MATCH ALL NEW PAVEMENT, SIDEWALK, AND/OR CURB & GUTTER WITH EXISTING AT ALL CONNECTION POINTS. PROIVDE SEALANT AT ALL JOINTS BETWEEN EX. AND PROPOSED ASPHALT PAVEMENTS TO PROVIDE A SMOOTH & SEAMLESS TRANSITION.

NOTE: SEE ARCHITECTURAL DRAWINGS FOR EXACT BUILDING & COLUMN DIMENSIONS AND DETAILS.

NOTE: ALL CURB RADII ARE 3 FEET UNLESS OTHERWISE NOTED

NOTE: ALL DIMENSIONS ARE TO THE BACK OF CURB, EDGE OF PAVEMENT (IF NO CURB), FACE OF BUILDING, CENTER OF COLUMN, CENTER OF STRUCTURE, CENTERLINE OF PIPE UNLESS OTHERWISE NOTED.

NOTES:

1. CONTRACTOR SHALL CALL DEVELOPMENT INSPECTIONS TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO THE START OF ANY CONSTRUCTION.
2. NO DRIVE-UP WINDOWS ARE TO BE INSTALLED.
3. NO OUTSIDE STORAGE PROPOSED. THIS INCLUDES SUPPLIES, EQUIPMENT, VEHICLES, PRODUCTS, ETC.
4. SIGNS, LOCATION, NUMBER, AND SIZES ARE NOT APPROVED UNDER THIS BUILDINGS PERMIT. A SEPARATE PERMIT IS REQUIRED FOR EACH SIGN.
5. NO OVERSIZED SIGNS ARE PERMITTED.SIGNS ARE TO BE PERMITTED SEPARATELY.
6. NATURAL VEGETATION SHALL REMAIN ON THE PROPERTY UNTIL ISSUANCE OF A DEVELOPMENT PERMIT. NO INTERIM LAND DISTURBANCE PERMITS SHALL BE ISSUED.
7. PARKING LOTS SHALL BE MAINTAINED IN GOOD CONDITION, FREE OF POTHOLES, WEEDS, DUST, TRASH AND DEBRIS.
8. RETAINING WALLS ARE TO BE PERMITTED SEPARATELY.

HUSSEY GAY BELL
Established 1958

3100 BRECKINRIDGE BLVD.
BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL: (770) 923-1600
FAX: (770) 923-4202

HALL COUNTY BOARD OF COMMISSIONERS
2875 BROWNS BRIDGE ROAD
GAINESVILLE, GA 30504
P.O. BOX 1435, GAINESVILLE, GA 30503
(770) 535-8288

BILL NASH
(770) 531-6800

HALL COUNTY GEORGIA

This document is prepared for the exclusive use of HALL COUNTY BOARD OF COMMISSIONERS and shall not be relied on by any other person or entity.

REVISION

No.	Description	By	App.	Date
A	CITY COMMENTS			05-02-2023
1	LDP rev - Value Engineering			06-14-2023

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FOR REVIEW ONLY
NOT TO BE RELEASED FOR CONSTRUCTION

Project Title
HALL COUNTY HEALTH CENTER IMPROVEMENTS

Project Location

Address	1292 ATHENS STREET
City, State Zip	GAINESVILLE, GA 30501
G. M. D.	411
District-Section	04
County	HALL

Project No.	22-046
Drawn By:	RAR
Checked By:	MDB
Initial Issue Date:	03/10/2023

Sheet Title
SITE PLAN

Sheet Number
C-04

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hjaplot.ctb
8/17/2023 10:07 AM
ryan remillard

Hall County
NGPG MOB
1292 Athens Hwy
Gainesville, GA 30501

Arch Drawings By: CDH Architecture
Civil Drawings By: Hussey Gay Bell
Specifications: See Specifications Log

Addendum: N/A

Sheet	Title	Architect	Date
T001	COVER SHEET	CDH	8/11/2023
G001	GENERAL INFORMATION	CDH	5/26/2023
G002	MOUNTING HEIGHTS / TYPICAL TOILET ACCESSORIES LAYOUTS	CDH	6/30/2023
G101	LIFE SAFETY PLAN	CDH	5/26/2023
S000	GENERAL NOTES	CDH	8/11/2023
S001	GENERAL NOTES	CDH	8/11/2023
S002	SPECIAL INSPECTIONS	CDH	8/11/2023
S003	SPECIAL INSPECTIONS	CDH	8/11/2023
S100	3D OVERVIEW	CDH	8/11/2023
S101	FOUNDATION & SLAB PLAN	CDH	8/11/2023
S102	SHEAR WALL PLAN	CDH	8/11/2023
S103	ROOF FRAMING PLAN	CDH	8/11/2023
S201	STEEL ELEVATIONS	CDH	8/11/2023
S202	STEEL ELEVATIONS	CDH	8/11/2023
S251	BUILDING SECTIONS	CDH	8/11/2023
S301	FOUNDATION SECTION & DETAILS	CDH	8/11/2023
S311	STEEL FRAMING SECTIONS & DETAILS	CDH	8/11/2023
S501	WALL & ROOF SECTIONS	CDH	8/11/2023
S502	WALL SECTIONS	CDH	8/11/2023
S503	WALL SECTIONS	CDH	8/11/2023
S504	WALL SECTIONS	CDH	8/11/2023
AS01	ARCHITECTURAL SITE PLAN	CDH	5/26/2023
A001	PARTITION TYPES	CDH	5/26/2023
A021	DOOR TYPES & SCHEDULE	CDH	5/26/2023
A051	EDGE OF SLAB PLAN	CDH	8/11/2023
A101	NEW FLOOR PLAN	CDH	8/11/2023
A131	ENLARGED PLANS	CDH	5/26/2023
A151	ROOF PLAN & DETAILS	CDH	8/11/2023
A201	EXTERIOR ELEVATIONS	CDH	8/11/2023
A202	GLAZING & METAL PANEL ELEVATIONS	CDH	8/11/2023
A251	BUILDING SECTIONS	CDH	8/11/2023
A401	REFLECTED CEILING PLAN	CDH	8/11/2023
A450	CEILING DETAILS (BLANK SHEET)	CDH	5/26/2023

A501	WALL SECTIONS	CDH	8/11/2023
A502	WALL SECTIONS	CDH	8/11/2023
A503	WALL SECTIONS & DETAILS	CDH	8/11/2023
A551	ENLARGED PLAN & SECTION DETAILS	CDH	5/26/2023
A601	MILLWORK AND INTERIOR ELEV.	CDH	5/26/2023
A602	MILLWORK AND INTERIOR ELEV.	CDH	6/30/2023
A651	MILLWORK DETAILS & SECTIONS	CDH	5/26/2023
A700	FINISH SCHEDULE	CDH	6/30/2023
A701	FINISH PLANS	CDH	8/11/2023
A800	FF & E PLAN	CDH	5/26/2023
P001	COVER SHEET - PLUMBING	CDH	5/26/2023
P101	FLOOR PLAN - SOIL, WASTE & VENT	CDH	5/26/2023
P102	FLOOR PLAN - DOMESTICE WATER & NAT GAS	CDH	5/26/2023
P151	ROOF PLAN - PLUMBING	CDH	5/26/2023
M001	COVER SHEET - MECHANICAL	CDH	5/26/2023
M002	MECHANICAL DETAILS	CDH	5/26/2023
M003	MECHANICAL CONTROLS	CDH	5/26/2023
M101	FLOOR PLAN - HVAC	CDH	5/26/2023
M102	FLOOR PLAN - PIPING	CDH	5/26/2023
M151	ROOF PLAN - MECHANICAL	CDH	5/26/2023
E001	COVER SHEET - ELECTRICAL	CDH	8/11/2023
E002	ELECTRICAL DETAILS	CDH	5/26/2023
E003	ELECTRICAL RISER DIAGRAM AND DETAILS	CDH	5/26/2023
E101	FLOOR PLAN - LIGHTING	CDH	8/11/2023
E102	FLOOR PLAN - POWER AND SYSTEMS	CDH	5/26/2023
E103	FLOOR PLAN - FIRE ALARM AND HVAC POWER	CDH	5/26/2023
E151	ROOF PLAN - ELECTRICAL	CDH	5/26/2023
E600	ELECTRICAL SCHEDULES AND ELECTRICAL ROOM PART PLAN	CDH	5/26/2023
C00	COVER SHEET	HGB	8/14/2023
C01.1	BOUNDARY & TOPOGRAPHIC SURVEY (1 OF 3)	HGB	8/14/2023
C01.2	BOUNDARY & TOPOGRAPHIC SURVEY (2 OF 3)	HGB	8/14/2023
C01.3	BOUNDARY & TOPOGRAPHIC SURVEY (3 OF 3)	HGB	8/14/2023
C02	GENERAL NOTES & LEGEND	HGB	8/14/2023
C03	DEMOLITION PLAN	HGB	8/14/2023
C04	SITE PLAN	HGB	8/14/2023
C05	GRADING PLAN	HGB	8/14/2023
C06	UTILITY PLAN	HGB	8/14/2023
C07	LANDSCAPE-TREE PLAN	HGB	8/14/2023
C08	STORM, SANITARY SEWER, & RETAINING WALL PROFILES	HGB	8/14/2023
C09	EROSION CONTROL NOTES	HGB	8/14/2023
C09.1	EROSION, SEDIMENTATION, & POLLUTION CONTROL PHASE I	HGB	8/14/2023
C09.2	EROSION, SEDIMENTATION, & POLLUTION CONTROL PHASE II	HGB	8/14/2023
C09.3	EROSION, SEDIMENTATION, & POLLUTION CONTROL PHASE III	HGB	8/14/2023
C10.1	EROSION CONTROL DETAILS 1	HGB	8/14/2023
C10.2	EROSION CONTROL DETAILS 2	HGB	8/14/2023
C10.3	EROSION CONTROL DETAILS 3	HGB	8/14/2023
C10.4	EROSION CONTROL DETAILS 4	HGB	8/14/2023

C11.1	CONSTRUCTION DETAILS 1	HGB	8/14/2023
C11.2	CONSTRUCTION DETAILS 2	HGB	8/14/2023
C12.1	STORM DETAILS 1	HGB	8/14/2023
C12.2	STORM DETAILS 2	HGB	8/14/2023
C12.3	STORM DETAILS 3	HGB	8/14/2023
C13.1	SANITARY SEWER DETAILS 1	HGB	8/14/2023
C13.2	SANITARY SEWER DETAILS 2	HGB	8/14/2023
C14.1	WATER DETAILS 1	HGB	8/14/2023
C14.2	WATER DETAILS 2	HGB	8/14/2023

Hall County
NGPG MOB
1292 Athens Hwy
Gainesville, GA 30501

Specifications By: CDH Architecture & Hussey Gay Bell

Addendum: N/A

Section	Title		Date
00 2600	PROCUREMENT SUBSTITUTION PROCEDURES		
00 3132	GEOTECHNICAL DATA		
00 4373	PROPOSED SCHEDULE OF VALUES FORM		
00 7312	MODIFICATIONS TO THE GENERAL CONDITIONS		
12500	SUBSTITUTION PROCEDURES		
13102	RFI FORM		
13200	CONSTRUCTION PROGRESS DOCUMENTATION		
13233	PHOTOGRAPHIC DOCUMENTATION		
13300	SUBMITTAL PROCEDURES		
15000	TEMPORARY FACILITIES AND CONTROLS		
15639	TEMPORARY TREE AND PLANT PROTECTION		
17700	CLOSEOUT PROCEDURES		
17701	GC WARRANTY		
17823	OPERATION AND MAINTENANCE DATA		
17839	PROJECT RECORD DOCUMENTS		
24119	SELECTIVE DEMOLITION		
31000	CONCRETE FORMING AND ACCESSORIES		
32000	CONCRETE REINFORCING		
33000	CAST IN PLACE CONCRETE		
44313.16	ADHERED STONE MASONRY VENEER		

51200	STRUCTURAL STEEL FRAMING		
53100	STEEL DECKING		
55000	METAL FABRICATIONS		
55813	COLUMN COVERS		
60523	FASTENERS AND SUPPORTS		
61053	MISCELLANEOUS ROUGH CARPENTRY		
61516	WOOD ROOF DECKING		
61600	SHEATHING		
61753	SHOP-FABRICATED WOOD TRUSSES		
64116	PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS		
66500	SOLID POLYMER FABRICATIONS		
72100	THERMAL INSULATION		
72419	WATER-DRAINAGE EXTERIOR INSULATION AND FINISH SYSTEM		
72726	FLUID-APPLIED MEMBRANE AIR BARRIERS		
74213.23	METAL COMPOSITE MATERIAL WALL PANELS		
74643	COMPOSITION SIDING		
75423	THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING		
76200	SHEET METAL FLASHING AND TRIM		
76500	FLEXIBLE THROUGH WALL FLASHING		
77100	ROOF SPECIALTIES		
77200	ROOF ACCESSORIES		
79200	JOINT SEALANTS		
79219	ACOUSTICAL JOINT SEALANTS		
81213	HOLLOW METAL FRAMES		
81416	FLUSH WOOD DOORS		
84113	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS		
84413	GLAZED ALUMINUM CURTAIN WALLS		
87100	DOOR HARDWARE		
88000	GLAZING		
92216	NON-STRUCTURAL METAL FRAMING		
92900	GYPSUM BOARD		
95123	ACOUSTICAL TILE CEILINGS		
96513	RESILIENT BASE AND ACCESSORIES		
96543	LINOLEUM FLOORING		
96813	TILE CARPETING		
99030	PAINTING - SHERWIN WILLIAMS		
102600	WALL AND DOOR PROTECTION		
102810	TOILET AND BATH ACCESSORIES (ON DRWGS)		
104413	FIRE PROTECTION CABINETS		
104416	FIRE EXTINGUISHERS		
122113	LOUVER BLINDS		

122413	ROLLER WINDOW SHADES		
220010	GENERAL PLUMBING CONDITIONS		
220500	COMMON WORK RESULTS FOR PLUMBING		
220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING		
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIP.		
220548	VIBRATION CONTROLS FOR PLUMBING PIPING AND EQUIPMENT		
220533	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT		
220700	PLUMBING INSULATION		
220801	COMMISSIONING OF PLUMBING BY CONTRACTOR		
221116	DOMESTIC WATER PIPING		
221119	DOMESTIC WATER PIPING SPECIALTIES		
221123	DOMESTIC WATER PUMPS		
221124	FACILITY NATURAL-GAS PIPING		
221313	FACILITY SANITARY SEWERS		
221316	STORM, SANITARY WASTE AND VENT PIPING		
221319	SANITARY WASTE PIPING SPECIALTIES		
221423	STORM DRAINAGE PIPING SPECIALTIES		
223300	ELECTRIC DDOMESTIC WATER HEATERS		
224000	PLUMBING FIXTURES		
230010	GENERAL CONDITIONS		
230130.52	DUCTWORK CLEANLINESS PROTECTION		
230500	COMMON WORK RESULTS FOR HVAC		
230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT		
230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT		
230548.13	VIBRATION AND WIND CONTROLS FOR HVAC		
230553	IDENTIFIACATION FOR HVAC PIPING AND EQUIPMENT		
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC		
230713	DUCT INSULATION		
230719	HVAC PIPING INSULATION		
230805	COMMISSIONING OF HVAC - CONTRACTOR		
230900	INSTRUMENTATION AND CONTROL FOR HVAC		
231123	FACILITY NATURAL-GAS PIPING		
311000	SITE CLEARING		May 2023
312000	EARTH MOVING		May 2023
321216	ASPHALT PAVING		May 2023
321313	CONCRETE PAVING		May 2023
321373	CONCRETE PAVING JOINT SEALANTS		May 2023
329113	SOIL PREPARATION		May 2023
329200	TURF AND GRASSES		May 2023
334100	STORM UTILITY DRAINAGE PIPING		May 2023
334600	SUBDRAINAGE		May 2023

AGENDA ITEM

Public Works and Utilities

REPORT TO:	**Work Session (09/11/23)**
REPORT TO:	**Voting Meeting (09/14/23)**
ITEM NO:	486/2023
SUBJECT:	Public Hearing to abandon Pass Drive and Biscayne Boulevard, which includes all of Pass Drive from Patterson Road to Lanier Parkway, a.k.a I-985 (390 +/- feet), as well as all of Biscayne Boulevard from Patterson Road to Lanier Parkway a.k.a. I-985 (400 +/- feet) and authorize the Chairman to execute any and all documents necessary to convey the property, subject to review and approval by the County Attorney. Commission District 2.

Meetings:

Work Session Date: 09/11/23

Voting Meeting Date: 09/14/23

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:
Public Hearing to abandon Pass Drive and Biscayne Boulevard, which includes all of Pass Drive from Patterson Road to Lanier Parkway, a.k.a I-985 (390 +/- feet), as well as all of Biscayne Boulevard from Patterson Road to Lanier Parkway a.k.a. I-985 (400 +/- feet) and authorize the Chairman to execute any and all documents necessary to convey the property, subject to review and approval by the County Attorney. Commission District 2.

History:

Facts and Issues:
The abandonment section of the roadway is all owned by the same property owners and the road serves no other property owners.

The Board of Commissioners voted on August 10, 2023 to initiate the abandonment process. A public hearing is to be conducted on September 14th, 2023 to complete the abandonment.

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
BN	BN	TS	WG

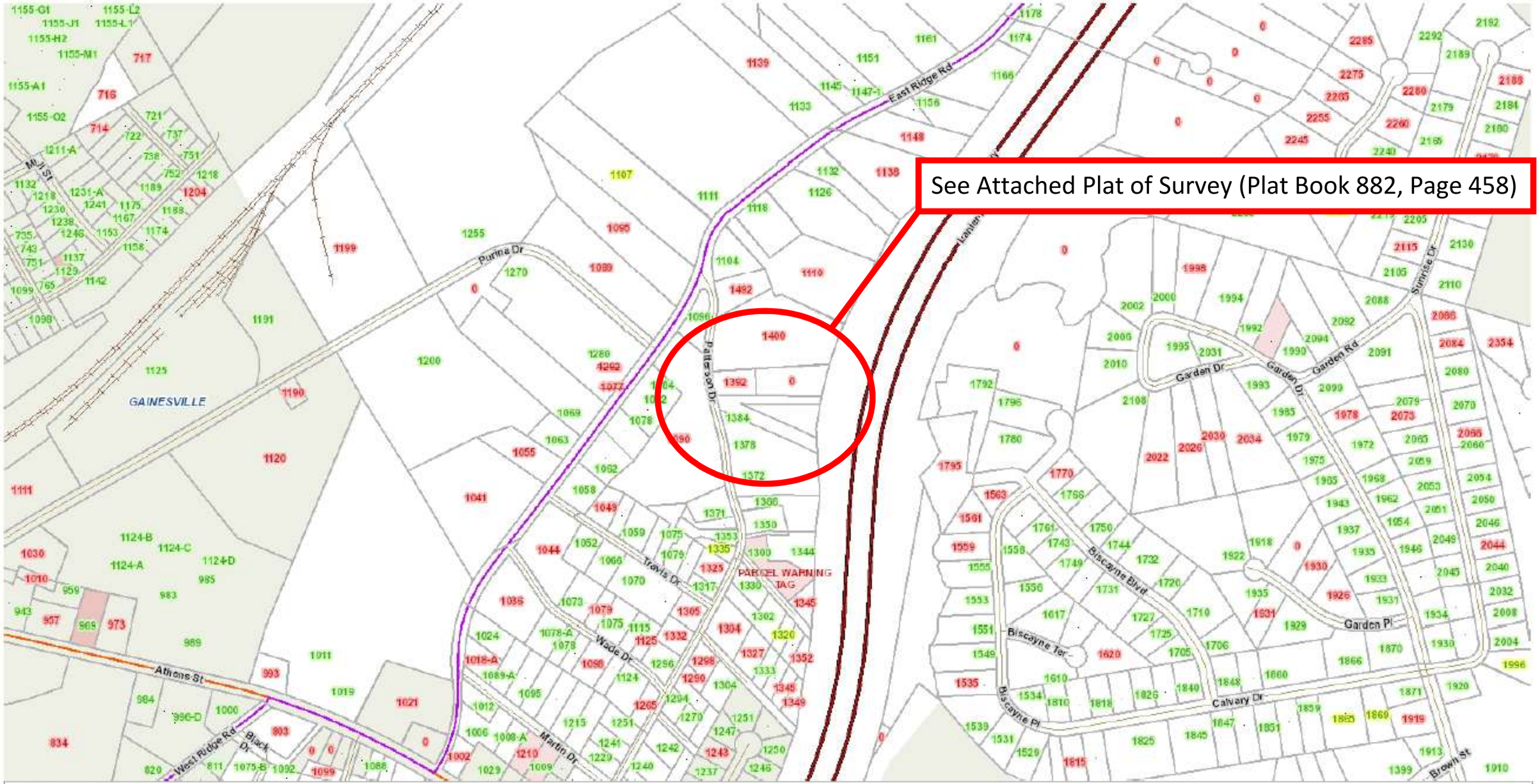
Attorney	Administration	Clerk
WLI	CR	JR

Attachments:

Vicinity Map
Plat
Petition for Road Abandonment

PASS DRIVE AND BISCAYNE BOULEVARD - RIGHT-OF-WAY ABANDONMENT

Petition from Mr. Tomas Villeda to abandon the right-of-way of Pass Drive and Biscayne Boulevard (approx. 0.695 +/- acres).



Map Printed On 2023-06-06 14:24

COMMENTS All of Pass Drive from the east right-of-way of Patterson Road to the west right-of-way of Lanier Parkway a.k.a. I-985 (390 +/- feet). All of Biscayne Boulevard from the east right-of-way of Patterson Road to the west right-of-way of Lanier Parkway a.k.a. I-985 (400 +/- feet).

eFiled and eRecorded
DATE: 11/16/2022
TIME: 7:20 AM
PLAT BOOK: 882
PAGE: 458 - 458
FILING FEES: $10.00
PART ID: 8016264034
RECORDED BY: EAR
Charles Baker, C.S.C
Hall County, GA

SURVEYORS CERTIFICATIONS

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION. AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS. OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND.

Furthermore. the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

GEORGIA REGISTERED 3301 PROFESSIONAL LAND SURVEYOR KRISTOPHER P. MANLEY

Kristopher P. Manley, GA PLS3301 — 14 NOVEMBER 2022 Date

DRAWING INFORMATION

F. DATE: 14 NOVEMBER 2022	DATE: 14 NOVEMBER 2022
DRAWN BY: K.MANLEY	PROJECT №: 22230
FILE NAME: 22230V.DWG	

ATLAS LAND SURVEYING & MAPPING
97 GRINDLE BROTHERS ROAD ~ MURRAYVILLE, GA 30564
Phone: 770.532.7203 ~ Email: kris@atlassam.com ~ LSF №: 001344 (EX.06.30.24)

RE-TRACEMENT SURVEY FOR:

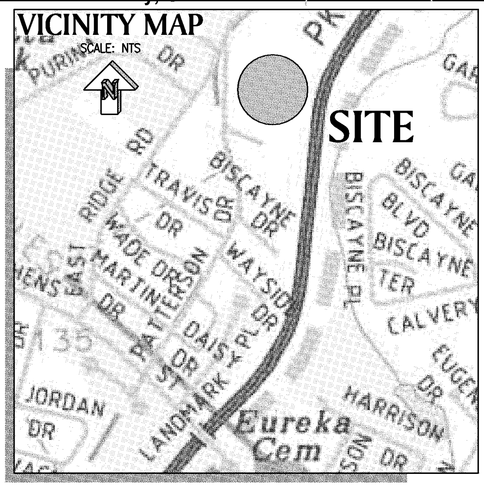
TOMAS VILLEDA

GEORGIA MILITIA DISTRICT 411 (GAINESVILLE)
HALL COUNTY, GEORGIA

REVISIONS

VICINITY MAP

SCALE: NTS



60' 0 60' 120'
SCALE IN FEET: 1"= 60'

GRID NORTH (WEST ZONE)

SURVEYORS NOTES

1. DATUM
   STATE PLANE GRID (GEORGIA WEST ZONE) AS DEFINED BY NAD83 & NAVD88 ESTABLISHED BY NETWORK RTK OBSERVATIONS
   U.S. SURVEY FEET
2. CLOSURE STATEMENT
   THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF 1 FOOT IN 20,364 FEET AND AN ANGULAR ERROR OF 05 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING THE COMPASS RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURES AND THEIR ACCURACIES ARE
   TRACT "A": 1 FOOT IN 106,833 FEET
   TRACT "B": 1 FOOT IN 73,632 FEET
   TRACT "C": 1 FOOT IN 76,402 FEET
   TRACT "D": 1 FOOT IN 168,333 FEET
   TRACT "E": 1 FOOT IN 168,190 FEET
3. EQUIPMENT STATEMENT
   LINEAR AND ANGULAR MEASUREMENTS OBTAINED USING A LEICA TS12 ROBOTIC TOTAL STATION. NETWORK RTK OBSERVATIONS OBTAINED USING A LEICA GS14 GPS RECEIVER.
4. TITLE
   THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT ABSTRACT OF TITLE. THERE COULD BE OTHER MATTERS OF RECORD AFFECTING THE PROPERTY.
5. REFERENCE INFORMATION NOT SHOWN
   A. PB 20 PG 120
   B. PB 31 PG 234
   C. PB 56 PG 236
   D. UNRECORDED SURVEY FOR JOHN BLASE; PREPARED BY PATTON LAND SURVEYING; DATED 07 JANUARY 2011
   E. GDOT RIGHT-OF-WAY MAP, FEDERAL AID PROJECT F-013-1(13); DATED 21 OCTOBER 1965, LAST REVISED 09 NOVEMBER 1966
6. CERTIFICATION
   A. THIS DRAWING WAS PREPARED FOR THE EXCLUSIVE USE FOR THE CLIENT NAMED HEREON AND REPRESENTS A SPECIFIC SCOPE OF SERVICES.
   B. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
7. STREAMS, BODIES OF WATER, & WETLANDS
   ALL STREAMS, BODIES OF WATER, AND WETLANDS MAY BE SUBJECT TO STATE, COUNTY, AND LOCAL BUFFERS AND/OR RESTRICTIONS. ATLAS LAND SURVEYING & MAPPING, LLC MAKES NO INTERPRETATION REGARDING THESE BUFFERS AND/OR RESTRICTIONS. USERS OF THIS SURVEY ARE CAUTIONED TO CONSULT WITH THE APPROPRIATE GOVERNING AUTHORITIES CONCERNING POSSIBLE BUFFERS OR RESTRICTIONS. ATLAS LAND SURVEYING & MAPPING, LLC DISCLAIMS ALL LIABILITY FOR ANY ISSUES THAT MAY ARISE BASED ON BUFFERS AND/OR RESTRICTIONS SHOWN HEREON. ANY BUFFERS, RESTRICTIONS, AND/OR STATEMENTS SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY, USER OF THIS INFORMATION IS AT THEIR OWN RISK.
8. ZONING/LAND USE
   THE PROPERTY DEPICTED MAY BE SUBJECT TO ADDITIONAL ZONING/LAND USE ORDINANCE AND/OR RESTRICTIONS, ATLAS LAND SURVEYING & MAPPING, LLC MAKES NO INTERPRETATION REGARDING THESE ORDNANCE AND/OR RESTRICTIONS. USERS OF THIS SURVEY ARE CAUTIONED TO CONSULT WITH THE APPROPRIATE GOVERNING AUTHORITIES CONCERNING THESE ORDINANCE AND/OR RESTRICTIONS. ATLAS LAND SURVEYING & MAPPING, LLC DISCLAIMS ALL LIABILITY FOR ANY ISSUES THAT MAY ARISE BASED ON ORDINANCE AND/OR RESTRICTIONS SHOWN HEREON. ANY ZONING/LAND USE ORDINANCE, RESTRICTIONS, AND/OR STATEMENTS THEREOF SHOWN HEREON ARE FOR INFORMATIONAL PURPOSES ONLY, USER OF THIS INFORMATION IS AT THEIR OWN RISK.
9. BISCAYNE BOULEVARD & PASS DRIVE
   THIS SURVEYOR HAS FOUND NOT RIGHT-OF-WAY ABANDONMENT DOCUMENTATION REGARDING THE ABOVE ROAD WAYS. THIS SURVEYOR HAS CONTACTED HALL COUNTY ENGINEERING DEPARTMENT, THEY HAVE NO RECORD OF ABANDONMENT OF THE ABOVE ROAD WAYS.

ABBREVIATION LEGEND

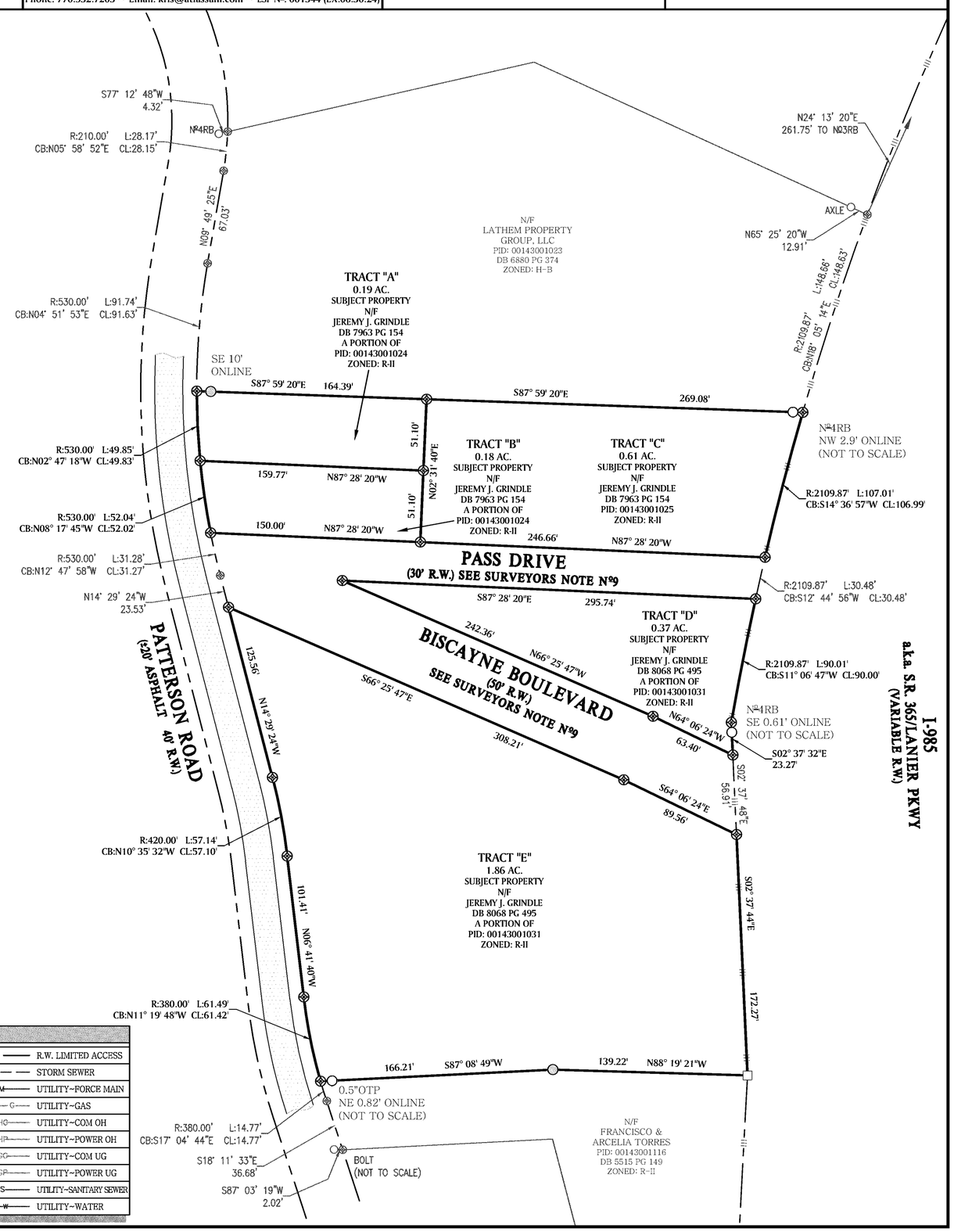
AC	ACRES	OCS	OUTLET CONTROL STRUCTURE
BSL	BUILDING SETBACK LINE	OTP	OPEN TOP PIPE
C/L	CENTER LINE	PB/S	PLAT BOOK/SLIDE
COM	COMMUNICATIONS	PG	PAGE
CONC	CONCRETE	PID	PARCEL IDENTIFICATION NUMBER
CTP	CRIMP TOP PIPE	P/L	PROPERTY LINE
DB	DEED BOOK	POB/C	POINT OF BEGINNING/COMMENCEMENT
EST	ESTABLISHES	RBC	REBAR W/ CAP
LLL	LAND LOT LINE	RB	REBAR
LSS	LANDSCAPE STRIP	R.W.	RIGHT OF WAY
N/A	NOT AVAILABLE OR ACCESSIBLE	SSE	SANITARY SEWER EASEMENT
N/F	NOW OR FORMERLY	STE	STORM EASEMENT
OH	OVER HEAD	UG	UNDERGROUND

SYMBOL LEGEND

BOX (P-POWER, COM-COMMUNICATION)	MONUMENT SET
COMPUTED POINT (NOT MONUMENTED)	RUMBLE STRIP
CLEANOUT	UTILITY POLE
FIRE DEPT CONNECTION-BUILDING	PROPERTY CORNER FOUND
FIRE DEPT CONNECTION-POST	PROPERTY CORNER SET (NO. 4 RB)
FIRE HYDRANT	STREET SIGN
GREASE TRAP(GT)	TEST/BORE HOLE
GUY WIRE	TRAFFIC CONTROL BOX
LIGHT POLE	TRAFFIC SIGNAL POLE
MANHOLE (P-POWER, S-SANITARY SEWER)	TRAFFIC WALK POLE
METER (P-POWER, W-WATER, G-GAS)	VALVE (G-GAS, W-WATER)
MONUMENT FOUND	WIRE PULLBOX (P-POWER, TC-TRAFFIC)

LINE LEGEND

C/L-STREAM	R.W. LIMITED ACCESS
FENCE	STORM SEWER
FLOODPLAIN	UTILITY-FORCE MAIN
FLOODWAY	UTILITY-GAS
GUARDRAIL	UTILITY-COM OH
P/L-ADJACENT	UTILITY-POWER OH
P/L-EXTERIOR	UTILITY-COM UG
P/L-INTERIOR	UTILITY-POWER UG
RAILROAD	UTILITY-SANITARY SEWER
RIGHT-OF-WAY	UTILITY-WATER



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
ENGINEERING DIVISION

HALL COUNTY
GEORGIA

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.

COUNTY ENGINEER
Frank Miller, P.E.

PETITION FOR ROAD ABANDONMENT/CLOSING

We, the undersigned property owners, presently own land that abuts Pass Drive and Biscayne Boulevard respectfully request that Pass Drive and Biscayne Boulevard be closed and abandoned by Hall County as follows: (Section or length of road in question) All of Pass Drive from the east right-of-way of Patterson Road to the west right-of-way of Lanier Parkway a.k.a. I-985 (390 +/- feet). All of Biscayne Boulevard from the east right-of-way of Patterson Road to the west right-of-way of Lanier Parkway a.k.a. I-985 (400 +/- feet).

We are making this request for the following reasons:

1. Dividing the property in multiple sections.

2. Pass Drive and Biscayne lead no where since they are inside the property only. It is a dead end. Please see property details attached

We hereby certify that we represent all of the property owners that abut and have access to this section of: Pass Drive and Biscayne Boulevard.
(Road Name)

Name (printed)	Signature	Address	Telephone Number
Tomas Villeda	Tomas Villeda	2322 Danbury lane gainesville, GA. 30507	404 328 8296

AGENDA ITEM

Sheriff's Office

REPORT TO: **Work Session (09/11/23)**

REPORT TO: **Voting Meeting (09/14/23)**

ITEM NO: 479/2023

SUBJECT: Approve the sole source purchase for plumbing control upgrades at the Hall County Jail for the Sheriff's Office to Intelligent Conservation System, Inc. of Oviedo, FL, in the amount of $287,992.00.

Meetings:

Work Session Date: 09/11/23

Voting Meeting Date: 09/14/23

Executive Summary:

Presenter: MBP

Recommendation:
Approve.

Purpose of Request:
Approve the sole source purchase for plumbing control upgrades at the Hall County Jail for the Sheriff's Office to Intelligent Conservation System, Inc. of Oviedo, FL, in the amount of $287,992.00.

History:
We presently have outdated showers and fixtures for inmates at the Jail. The new system will allow for better water control and less water usage resulting in water bill savings per year.

Facts and Issues:
The installation of the new showers and fixtures will allow the officers to have better control of water usage by the inmates and allow for new and better safety features. This system is estimated to have a 40% savings on the water bill for the jail. This is phase three (3) of the project.

Options:

Funding Requested	$ 287,992.00
Are funds within current budget?	Yes
Source of Funds	Capital Projects Fund / ARPA
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:

Buyer	Submit	Approve	Purchasing
EW	SC	SC	AP
Budget	**Finance**	**Attorney**	**Administration**
EW	WG	WLI	CR
Clerk			
JR			

Attachments:
Financial Supplement
Quote
Sole Source Letter
Sole Source Justification Request

HALL COUNTY BOARD OF COMMISSIONERS
FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 479/2023

Funds Requested: $ 287,992.00

Request Budgeted: Yes

Proposed Source of Funding:

Capital Projects Fund / ARPA

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	3326-SHERIFFâ€JAIL	541300-BUILDING AND IMPROVEMENTS	$95,400.00
2024	230-AMERICAN RESCUE PLAN ACT FUND	3921-COVID RELIEF	541300-BUILDING AND IMPROVEMENTS	$192,592.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BP/GC

Phone: 770-531-6904

Intelligent Conservation Systems, Inc.

3110 Camp Road
Oviedo, FL 32765
1.866.963.3530
www.ics.green

August 7th, 2023

Hall County Jail
1700 Barber Road
Gainesville, GA 30507

Dear Captain Casey Ivey,

In this proposal, you will find a value engineered Scope of Work outlining the proposed plumbing controls upgrades to the Hall County Jail. The fixtures of concentration are as follows:

- Retrofit 116 existing inmate toilet and lavatory valves serving the combination fixtures with I-CON electronic toilet and lavatory valves.
- Retrofit 2 existing dayroom toilets with I-CON ProLAST diaphragm retrofit kit.
- All controllers will be powered off the building's AC power circuits.
- Retrofit quantities in Black are included. Quantities in Red will remain to be retrofitted during a future phase.

	Area	I-CON Electronic Toilet Flush Valve	I-CON Electronic Lavatory Valve	I-CON Electronic Shower Valve	I-CON Mechanical Prolast Toilet Flush Valve
Core	Holding	1	1	7	
	Juvenile				
	Medical		4	2	
	Pre-Booking	1	1		
	Transport	5	5		
Tower A1	108			3	
	117			3	
	125	12	12	3	1
	133	14	14	3	1
	141	12	12	3	1
	149	14	14	3	1
Tower A3	307				
	316				
	324				
	332				
	340				
	348				
Tower A5	507			3	
	516			3	
	524			3	
	532			3	
	540			3	
	548			3	
Tower B1	159	6	6	3	
	163	6	6	3	
	168	6	6	3	

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	172	4	4	6	
	175	4	4	6	
	178	4	4	6	
Tower B3	**358**	6	6	3	
	362	6	6	3	
	367	6	6	3	
	371	4	4	6	
	374	4	4	6	
	377	4	4	6	
Tower B5	**558**	6	6	3	
	562	6	6	3	
	567	6	6	3	
	571	4	4	6	
	574	4	4	6	
	577	4	4	6	
Totals		**(116) (33)**	**(116) (37)**	**(0) (126)**	**(2) (2)**

The project cost for this turnkey proposal is $287,992 and includes all I-CON materials, plumbing general materials and installation, electrical general materials and installation, daily onsite project management, material removal, bond, tax, O&M documentation, measurement and verification services if requested, a standard 1-year ICS installation workmanship warranty, and a standard 2-year I-CON parts warranty which includes all consumables. We anticipate the affected fixtures will see an averaged 20-30% water and sewer cost savings. The project construction duration is estimated to be 4 weeks.

The goal of Intelligent Conservation Systems is to provide a turnkey savings product which is customized to each facility and budget. We are in constant pursuit of addressing every facility's needs to help conserve the County's fiscal, as well as natural resources.

Sincerely,

Mike Campbell
Intelligent Conservation Systems, Inc.
3110 Camp Rd.
Oviedo FL, 32765
E-mail: Mike.Campbell@ICS.GREEN
Cell: (407) 388-5915

3110 Camp Road
Oviedo, FL 32765
1.866.963.3530
www.ics.green

Clarifications and Disclaimers:

We encourage our customers to clarify any questions about the scope of work they may have in writing.

1. Acceptance and use of ICS Proposal/Documentation constitutes an agreement to include the Proposal and the following qualifications in any subcontract or purchase order as an attachment to the scope of work.
2. Savings calculations do not include utility escalation factors such as future utility cost increases or population fluctuation.
3. Savings calculations do not include material or labor savings associated with reduced fixture maintenance that the facility's aging plumbing components would have cost if not retrofitted.
4. Items not specially identified to be retrofitted or replaced are figured to remain in place.
5. Upstream and downstream infrastructure components are expected to be in functional condition prior to start of construction. These items include, but are not limited to, shutoff valves, water filtration, water treatment, pumps, heaters, pressure regulating valves, mixing valves, angle stops, piping, supports, insulation, fixture jets, or drainage. Repair or replacement by ICS would be at additional cost.
6. The customer will identify isolation valves prior to construction, and valves are expected to be in working order. Defective valves are the customer's responsibility to repair or replace.
7. We exclude costs associated with concealed conditions, which are any unobvious conditions not disclosed visually during the walk-through or in written bid documents.
8. This proposal is based on facility provided information as to suitable electrical availability, stability, and emergency capacity to operate electrical equipment according to NEC.
9. This proposal is based on reasonable access to a quantity of fixtures sufficient to maintain the anticipated schedule. We estimate this as contiguous accessibility to a minimum of 20 fixtures or cells, chases and associated plumbing components per day per crew. For replacement scopes such as showerhead or aerators, access to a minimum of 50 fixtures is anticipated per day per crew. A minimum of two full-time dedicated escorts with necessary keys will be required for our scope, allowing two independent crews to perform the work. No costs for escorts have been included in this proposal. This proposal is also based on secured tool and material storage inside the facility, sufficient for at least one week of work.
10. Angle stop valves shall be reused. We include up to 2% replacement of defective stop valves. Replacement of additional stop valves shall be at additional cost. Generally, all new concealed flush valves will reuse the existing angle stops and vacuum breaker connections. Generally, new exposed flush valves will reuse the existing stops and new vacuum breaker tubing will be installed.
11. Existing anti-flood devices will generally be disconnected because the I-CON equipment does not rely on hydraulic activation or metering.
12. For new fixtures (if applicable), siliconized caulking will be used. For correctional facilities, single part pick resistant security sealant will be used inside cells. Due to hardening cure times of caulking and sealants, users may need to be kept away from newly sealed areas.
13. When new fixtures are installed, waste flanges shall be reused. We include up to 5% flange repair. Additional flange repair, flange replacement, or carrier repair shall be at additional cost.
14. This proposal does not include painting or tile work. Based on experience, the facility is better suited to perform and manage this work (if needed). We strive to specify fixtures with fitment characteristics that reduce the need for finish touch-up.
15. Significant upstream scopes of work, shutdowns and maintenance are recommended to be performed prior to the water fixture retrofit scope, so as to not affect or damage new work which may be affected by upstream contaminants or conditions.

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16. Fixture condition and water quality can affect performance and functionality regardless of retrofit equipment selected. ICS is not responsible for pre-existing conditions or drainage obstructions, nor prior assessment of fixture condition or water quality.
17. ICS assumes ownership and responsibility for the removal and disposal of all construction related materials, recycling, and removed facility equipment, other than hazardous materials such as lead or asbestos. The facility is responsible for any hazardous material abatement prior to the installation of this ECM.
18. Warranties are one year from owner acceptance, but no longer than 90 days from substantial construction completion of the water fixture installation scope. Warranty labor is included for all workmanship related claims. Claims for material defects are per each manufacturer and generally do not include labor or shipping to the manufacturer.
19. Excessive work delays caused by the customer in excess of two hours per day, will be charged to the customer at prevailing wage per hour x all hours of delay x the number ICS employees and subcontract employees delayed compensating for unanticipated lost time.
20. All pricing in this proposal is valid for 120 days from the date of this proposal. Not all options may be combined or can stand alone. Pricing breakdowns are for informational purposes only and may not be severable. Contact ICS for final pricing configurations.
21. This project scope includes only the number of fixtures that are detailed in this proposal. If additional fixtures are identified to be added to the scope, a change order will be required.
22. Unless specified otherwise, ICS includes certain attic stock (turnover spares) for valves, controllers, transformers, and standard consumable parts. Extra fixtures are generally not included.
23. When specified in the proposal, payment and performance bonds are included project costs.
24. Permit Fees are not anticipated for this project based on the "retrofit" nature of the scope and permissible in the category of maintenance, and no major modifications to infrastructure are being performed. Municipalities and jurisdictions may, however, impose permit fees after the fact. We have not included permit fees but would seek reimbursement at cost if required.
25. We reserve the ability to utilize all Code approved materials and methods. Should the facility have a preference or prohibition which has a significant cost affect, that premium will result in a change order.

Hall County Government

FINANCIAL SERVICES

HALL COUNTY
GEORGIA

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8288 | f: 770.531.3972

DIRECTOR
Wes Geddings

To: Board of Commissioners

From: Elizabeth White, Purchasing Supervisor

Date: 08/23/2023

Subject: Sole Source Vendor – Intelligent Conservation Systems, Inc.

The Sheriff's Office is seeking approval for the turnkey purchase and installation of showers and fixtures / water conservation project at the Jail. This project upgrade is expected to save at least 40% on the water bills at the Jail. With installation of new showers and fixtures, the installation of specific electrical / plumbing components will allow officers to better control use of water by the inmates and increase safety features. The recommended vendor is Intelligent Conservation Systems, Inc. located in Oviedo, FL and is the sole source provider for the equipment. A sole source letter is attached. Total purchase price is $287,992. This will be funded from Capital and ARPA funds.

I-CON Systems, Inc.
3100 Camp Road, Oviedo, FL 32765
Toll-Free - 800.240.3578
P - 407.365.6241 • F - 407.365.7944
www.i-con.com

March 9, 2022

Hall County Jail
1700 Barber Road
Gainesville, GA 30507
Attn: Captain Ivey

Dear Captain Casey Ivey,

This letter is to confirm that the "I-CON System" is a sole source product/system (the "Product"), and is manufactured, sold, and distributed exclusively by I-CON Systems, Inc. ("I -CON"). No other division or company makes an equal product and the Product is purchased directly by correctional institutions from I-CON at the address listed above.

All, or portions, of the Products are designed specifically to meet each facility's needs and are customized accordingly. There is no other equal product available for purchase that would provide the same functions or meet the same specifications as the Product. Furthermore, I-CON's Products are protected by intellectual property rights, including, but not limited to, trademarks, patents, and pending patents throughout the United States and internationally

I-CON also includes installation of the Product with direct sale proposals and I-CON partners with Intelligent Conservation Systems (ICS), I-CON's certified installer and wholly owned subsidiary of I-CON Systems Holdings. This partnership ensures the customer a complete, fully functional and certified in compliance, I-CON System, and guarantees the installation meets all proprietary engineering and design criteria for the I-CON product line designed for correctional applications. Intelligent Conservation Systems will be able to ensure the proper installation of stainless steel shower cabinets and expediated fabrication and delivery.

Should you require any additional information, please do not hesitate to contact me at Shawn.Bush@i-con.com or directly at (407) 365-6241 or visit our website at www.i-con.com. Thank You for your interest in I-CON Systems, Inc and we look forward to working with you.

Sincerely,

Shawn Bush

President and CEO

I-CON Systems, Inc.

HALL COUNTY
GEORGIA

Sole Source/Brand and Single Source Justification

Request Submitted By

Name:	
Job Title:	
Department:	
E-Mail Address:	
Date of Request:	

Request Details

Sole Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exits or that only one single supplier can fulfill the requirements of the County.

Sole Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

Single Source: Any contract entered into without a competitive solicitation process, based on a justification that two or more vendors can supply the commodity, technology, and/or perform the services required by an agency, but one vendor is selected over the others for reasons such as expertise or previous experience with similar contracts.

For Sole Source or Sole Brand, identify efforts made to locate other possible sources.

Desired Supplier Name:
Desired Supplier Email:
Desired Supplier Phone Number:

Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

Justifying a Sole Source/Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).

Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Justifying a Single Source

Provide an explanation why the recommended vendor is being selected over other vendors that can provide the requested commodity, technology, and/or perform the services required.
Letter from Original Equipment Manufacturer (required): Attached

Purchasing Use Only	
Buyer:	
Buyer E-Mail Address:	
Buyer Telephone:	
Contract #:	
Contract Name:	
If publicly solicited, number of protests:	
Outcome:	
Bid # (if competitively bid):	
Purchase Order #:	