



**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, October 23, 2023 - 03:00 PM**

Call to Order

Administration

- 1 Approve the award of RFP/Q #44-014 Demand Services On-Call Real Estate Brokerage Services for Administration to Perks by Perk Real Estate, LLC of Atlanta, GA, Avison Young Atlanta, LLC of Gainesville, GA, Candler Real Estate Group, LLC of Gainesville, GA and eXp Realty, LLC of Atlanta, GA.

Appointments for Consideration

- 2 Appointment to the Northeast Georgia Region 2 Emergency Services Advisory Council to serve an unexpired term to June 30, 2026. Commission Districts 1, 2, 3 & 4.

Community Services and Parks

- 3 Approve the purchase of one (1) 2023 Ford Transit Van for Animal Services to Billy Cain Ford of Commerce, GA, in the amount of \$54,074.00.
- 4 Approval and authorization for the Chairman to execute a Cooperative Management Agreement with the United States Department of the Army regarding Bolding Mill, Duckett Mill and Old Federal Campgrounds; and authorization for the Chairman to take any additional action necessary to effectuate the Agreement, subject to review and approval by the County Attorney.

Fire Rescue

- 5 Approve the ratification of the application and award of the FY 2024 Georgia Trauma Commission EMS Trauma Equipment Grant for Fire Rescue for emergency medical equipment in the amount of \$16,396.89, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Northeastern Judicial Circuit

- 6 Approve the ratification of the application of the Criminal Justice Coordinating Council's (CJCC) Accountability Court Funding FY 2024 Enhancement and Innovation Grant for Treatment Services to provide additional substance use, mental health and ancillary services to program participants in the amount of \$114,455.22, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A cash match of \$15,607.53 is required.

Planning and Development

- 7 **7042 Baker Lane | Use Subject to County Commission Approval |** 17.215.020. agri-entertainment | on a 31.02± acre tract located on the terminus of Baker Lane | Zoned AR-IV; Tax Parcel 12037 000003 | **Proposed use: agri-entertainment business | Commission District 3 | Laura Labovitz, applicant.**
- 8 **8545 Belton Bridge Road | Amend Conditions |** of a previous rezoning regarding a subdivision amenity area on a 8.23± acre parcel located at the terminus of Pintail Court | Zoned AR-IV; Tax Parcel 12127 000001 | **Proposed Use: Amenity area | Commission District 3 | Mallard View Homeowners Association, applicant.**
- 9 **4053 Cleveland Highway | Rezone |** from Agriculture-Residential-III (AR-III) to Suburban-Shopping (S-S) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III (GCOD); Tax Parcel 12025 000036 | **Proposed use: grocery store, convenience store with gas & restaurant | Commission District 3 | Donnie Hunt, applicant.**

Public Works and Utilities

- 10 Approve the purchase of two (2) tag-along trailers for Road Maintenance to Hooper Trailer Sales, Inc. of Monticello, GA, in the amount of \$53,990.00.
- 11 Approve the purchase of two (2) Mack tandem dump trucks for Road Maintenance to Gainesville Truck Center of Gainesville, GA, in the amount of \$351,196.00.
- 12 Approve the Task Order #2024-009 under RFP #39-001 Demand Services for On-Call Contractors for Construction of Right-Turn Lane on Rilla Road at Mt. Vernon for Public Works & Utilities to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$739,857.88.

Sheriff's Office

- 13 Approve the ratification of the application and award for the 2023 State Homeland Security Program grant for the Sheriff's Office SWAT Team to purchase training and equipment in the amount of \$30,000.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.

- 14 Approve the ratification of the application and award for the 2023 State Homeland Security Program grant for the Sheriff's Office to purchase K9 supplies in the amount of \$6,000.00 and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.
- 15 Approve the ratification of the application and award for the 2024 Georgia Highway Enforcement of Aggressive Traffic (HEAT) Grant for the Sheriff's Office to provide 100% funding for enforcement hours, operating and travel expenses in the amount of \$186,800.80, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.
- 16 Approve the ratification of the application and award of the FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) of the U.S. Department of Justice for the Sheriff's Office to purchase license plate reader cameras in the amount of \$27,259.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. No match is required.
- 17 Approve the renewal of the Records Management System and Jail Management System's yearly maintenance and support for the Sheriff's Office to CentralSquare Technologies of Lake Mary, FL, in the amount of \$102,591.23.
- 18 Approve the purchase for Phase II HVAC Improvements for the Hall County Jail to Trane U.S. Inc. of Doraville, GA, in the amount of \$2,196,647.19.

County Administrator

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

Commission Time

Adjourn

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



AGENDA ITEM

Administration

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 548/2023

SUBJECT: Approve the award of RFP/Q #44-014 Demand Services On-Call Real Estate Brokerage Services for Administration to Perks by Perk Real Estate, LLC of Atlanta, GA, Avison Young Atlanta, LLC of Gainesville, GA, Candler Real Estate Group, LLC of Gainesville, GA and eXp Realty, LLC of Atlanta, GA.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: SC

Recommendation:
Approve.

Purpose of Request:

Approve the award of RFP/Q #44-014 Demand Services On-Call Real Estate Brokerage Services for Administration to Perks by Perk Real Estate, LLC of Atlanta, GA, Avison Young Atlanta, LLC of Gainesville, GA, Candler Real Estate Group, LLC of Gainesville, GA and eXp Realty, LLC of Atlanta, GA.

History:

Facts and Issues:

Recommendation stems from the competitively bid RFQ/P #44-014.

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:

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

Attachments:

Signature Request Form
Bid Tab Summary
eXp Realty Contract
Perks By Perk Real Estate Contract
Candler Real Estate Contract
Avison Young Contract
Notice of Intent to Award



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

AGENDA ITEM 548/2023

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SC

Phone: 770-533-7858



Hall County Government

FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: October 20, 2023

To: Richard Higgins, Commission Chairman

From: Andy Penick, Purchasing Manager

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

Bid/Contract No: IFB #44-014

Bid/Contract Name: Demand Services – Real Estate Brokerage Services

Department(s) Requesting Contract: Administration

Award Recipient Name: See page 2

Date of BOC Approval: 10/20/2023

Contract Description: Real Estate Brokerage Services

Annual Contract New Renewal

Prior Year's Spend:

Price Increase Requested Percentage Increase:

Project/Service Contract Awarded Amount: OPEN

Commodity Contract Awarded Amount:

Comments: This is a new contract with one (1) initial year and four (4) potential contract renewal options.

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

CONTRACT EXECUTION SIGNATURE REQUEST PRICE INCREASE DETAILS

Bid/Contract: IFB #44-014. Four (4) vendors responded to the bid and Administration would like all four (4) in the vendor pool. The vendors are:

1. Candler Real Estate Group, LLC – Gainesville, GA
2. Perks by Perk Real Estate, LLC – Atlanta, GA
3. Avison Young-Atlanta, LLC – Gainesville, GA
4. eXp Realty, LLC – Atlanta, GA

RFQ/P #44-014REAL ESTATE BROKERAGE SERVICES
BID TABULATION SUMMARY

Company	Sole Broker %	Split with Outside Broker %
Perks By Perk Real Estate	5%	Same
Avison Young	3.50%	Same
eXp Realty	5%	Same
Candler Real Estate < \$1.8m	5%	6%
Candler Real Estate \$1.8M - \$4.5M	4%	5%
Candler Real Estate Over \$4.5M	3%	4%
Candler Real Estate Leasing Fees	4%	Same



Hall County Government
FINANCIAL SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-014

For the provision of
REAL ESTATE BROKERAGE SERVICES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services On-Call Real Estate Brokerage Services (hereinafter "Services") 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 eXp Realty, LLC (Hereinafter "Contractor"), located at Promenade II, 1230 Peachtree St, Suite 1900, Atlanta, GA, 30309. 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 good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively bid #44-014 and contains the RFQ/P, the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, and Attachments are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the 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 below, and for parcels and properties that may be specified as needs arise.
1. Provide commercial and real estate services for the selling of properties owned by the County.
 2. Provide commercial and real estate services for locating, pricing and purchasing properties for the County.
 3. Furnish all documents and contracts (i.e. title work,).
 4. Arrange for all real estate appraisals.
 5. Arrange for surveys on all properties prior to purchasing or listing for sale.
 6. List properties with all appropriate listing services for maximum exposure.
 7. Work cooperatively with other real estate agencies and agents to generate interest in the properties.
 8. Work cooperatively with other real estate agencies, agents and private sellers to locate properties appropriate to the County's needs.
 9. Monthly updates to the County on the status of the sale of the properties.
 10. Adhere to and ensure compliance with all laws of the State of Georgia governing the disposal, and or acquisition of governmental property.
 11. Coordinate site visits and property showings with potential buyers and/or sellers.
 12. Present all submitted offers to the County.
 13. Present all available properties of possible interest to the County.
 14. Document any accepted offers and counteroffers, addenda, and the like to the County.
 15. Represent the County in negotiations with a prospective buyer(s) and/or seller from the time of offer until closing.
 16. Obtain all necessary signatures to bind potential buyer(s) and/or sellers to any final agreement.
 17. Coordinate exchange of ownership (closing transactions).
 18. Provide guidance on agreements, mortgages, and market prices
 19. Assist with negotiations between buyer and seller.
 20. Other project as may be advantageous to the County.
- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response on Exhibit C.
- C. County may enter into further negotiations with awarded firms over specific projects as needs arise.

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

Sarah Crowe
Communications and Strategic Engagement
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA ZIP
scrowe@hallcounty.org

COUNTY ISSUING OFFICER

Elizabeth White
Purchasing Supervisor
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
epwhite@hallcounty.org

CONTRACTOR'S CONTACT INFO

Tim Lennon
Associate Broker
eXp Realty, LLC
8160 Bennett Lane
Gainesville, GA 30506
Tim.lennon@exprealty.com
(404) 368-2607

REMIT-TO ADDRESS (if different).

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:

First initial term is one (1) year from the effective date followed by four (4) possible renewal options lasting one (1) year in length each.

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:

The County may terminate this Contract by providing sixty (60) 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 sixty (60) 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 WORK* 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

Cyber Insurance – Not Applicable. Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 Annual Aggregate
- c. \$1,000,000 Business Interruption
- d. \$1,000,000 Data Recovery
- e. \$500,000 Cyber Extortion Expenses
- f. \$50,000 Cyber Extortion/Ransom Payments

Additional Provisions: (Not Applicable) Coverage shall include at a minimum:

- a. Information Security & Privacy Liability
- b. Regulatory Fines and Penalties
- c. Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
- d. Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

Builders Risk: (Not Applicable) Recommended for most new construction projects

- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.
- b. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

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 Work 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)

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 – RETAINAGE (Not Applicable)

The County will retain (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to (Not Applicable) 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.

EXHIBIT C - Mandatory Cost Proposal or Price Sheet(s)

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:

List Company's Full Legal Name Below:

eXp Realty, LLC

HALL COUNTY, GEORGIA

By: 

By: _____

Print Name: Tim Lennon

Richard Higgins, Chairman

Title: Associate Broker

Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____

19th Day of October, 2023

County Clerk

Notary Public: 

Approved as to Form



William J. Linkous III, County Attorney

Notary commission expires: 12/28/26

[Locus Sigilli - Seal or Stamp]



Hall County Government
FINANCIAL SERVICES



POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

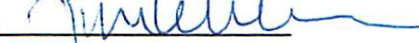
DIRECTOR
Wesley Geddings

Exhibit C - Mandatory Proposal Cost Worksheet
IFB # 44-014

REAL ESTATE BROKERAGE SERVICES

Company Name: eXp Realty, LLC

Bidder's Name: Tim Lennon

Bidder's Signature: 

Date: 8/24/2023

Instructions: Input percentage in the Cost Section. Percentage should include a turn-key service. The County may enter negotiations with awarded firms.

Line	Cost
Percentage of Sale	5%



Hall County Government

FINANCIAL SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-014

For the provision of
REAL ESTATE BROKERAGE SERVICES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services On-Call Real Estate Brokerage Services (hereinafter "Services") 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 Perks By Perk Real Estate, LLC. (Hereinafter "Contractor"), located at 1100 Peachtree St. Ste 900, Atlanta, GA 30309. 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 good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively bid #44-014 and contains the RFQ/P, the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, and Attachments are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the 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 below, and for parcels and properties that may be specified as needs arise.
1. Provide commercial and real estate services for the selling of properties owned by the County.
 2. Provide commercial and real estate services for locating, pricing and purchasing properties for the County.
 3. Furnish all documents and contracts (i.e. title work,).
 4. Arrange for all real estate appraisals.
 5. Arrange for surveys on all properties prior to purchasing or listing for sale.
 6. List properties with all appropriate listing services for maximum exposure.
 7. Work cooperatively with other real estate agencies and agents to generate interest in the properties.
 8. Work cooperatively with other real estate agencies, agents and private sellers to locate properties appropriate to the County's needs.
 9. Monthly updates to the County on the status of the sale of the properties.
 10. Adhere to and ensure compliance with all laws of the State of Georgia governing the disposal, and or acquisition of governmental property.
 11. Coordinate site visits and property showings with potential buyers and/or sellers.
 12. Present all submitted offers to the County.
 13. Present all available properties of possible interest to the County.
 14. Document any accepted offers and counteroffers, addenda, and the like to the County.
 15. Represent the County in negotiations with a prospective buyer(s) and/or seller from the time of offer until closing.
 16. Obtain all necessary signatures to bind potential buyer(s) and/or sellers to any final agreement.
 17. Coordinate exchange of ownership (closing transactions).
 18. Provide guidance on agreements, mortgages, and market prices
 19. Assist with negotiations between buyer and seller.
 20. Other project as may be advantageous to the County.

- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response as:

Exhibit C

- C. County may enter into further negotiations with awarded firms over specific projects as needs arise.

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

Sarah Crowe
Communications and Strategic Engagement
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA ZIP
scrowe@hallcounty.org

COUNTY ISSUING OFFICER

Elizabeth White
Purchasing Supervisor
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
epwhite@hallcounty.org

CONTRACTOR'S CONTACT INFO

Name Chauncey Perkins
Title Broker / Owner
Company Name Perks By Perk Real Estate
Address 1 1100 Peachtree St Ste 900 Atlanta, Ga 30309
Address 2
Email chauncey@perksrealestate ; admin@perksrealestate.com
Phone 404-543-4433

REMIT-TO ADDRESS (if different).

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:

First initial term is one (1) year from the effective date followed by four (4) possible renewal options lasting one (1) year in length each.

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:

The County may terminate this Contract by providing sixty (60) 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 sixty (60) 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 WORK* 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

Cyber Insurance – Not Applicable. Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 Annual Aggregate
- c. \$1,000,000 Business Interruption
- d. \$1,000,000 Data Recovery
- e. \$500,000 Cyber Extortion Expenses
- f. \$50,000 Cyber Extortion/Ransom Payments

Additional Provisions: (Not Applicable) Coverage shall include at a minimum:

- a. Information Security & Privacy Liability
- b. Regulatory Fines and Penalties
- c. Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
- d. Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

Builders Risk: (Not Applicable) Recommended for most new construction projects

- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.

- b. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

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 Work 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)

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 – RETAINAGE (Not Applicable)

The County will retain (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to (Not Applicable) 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.

EXHIBIT C - Mandatory Cost Proposal or Price Sheet(s)

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.

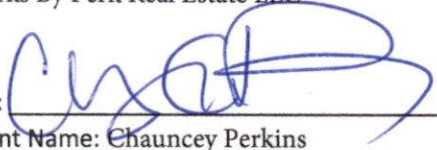
[Signature Page Follows]

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

List Company's Full Legal Name Below:

Perks By Perk Real Estate LLC

HALL COUNTY, GEORGIA

By: 
Print Name: Chauncey Perkins
Title: Broker / Owner

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

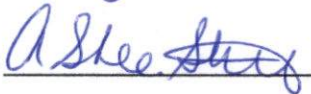
Date: _____

Sworn to and subscribed before me this

Attestment: _____
County Clerk

22nd Day of August, 2023

Approved as to Form

Notary Public: 

William J. Linkous III, County Attorney

Notary commission expires: My Commission Expires January 04, 2026

[Locus Sigilli – Seal or Stamp]





Hall County Government
FINANCIAL SERVICES

EXHIBIT C
Mandatory Cost Proposal Worksheet
IFB # 44-014
REAL ESTATE BROKERAGE SERVICES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Company Name: Perks By Perk Real Estate LLC

Bidder's Name: Perks By Perk Real Estate LLC

Bidder's Signature: 

Date: 8-22-2023

Instructions: Input Percentage in the Cost section.
Percentage should include a turn-key service.
The County may enter negotiations with awarded firms.

Line	Cost
Percentage of Sale	5%



Hall County Government

FINANCIAL SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-014

For the provision of
REAL ESTATE BROKERAGE SERVICES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services On-Call Real Estate Brokerage Services (hereinafter "Services") 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 Candler Real Estate Group, LLC (Hereinafter "Contractor"), located at 135 Maple Street NW, Gainesville, Georgia 30501. 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 good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively bid #44-014 and contains the RFQ/P, the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, and Attachments are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the 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 below, and for parcels and properties that may be specified as needs arise.

1. Provide commercial and real estate services for the selling of properties owned by the County.
2. Provide commercial and real estate services for locating, pricing and purchasing properties for the County.
3. Furnish all documents and contracts (i.e. title work,).
4. Arrange for all real estate appraisals.
5. Arrange for surveys on all properties prior to purchasing or listing for sale.
6. List properties with all appropriate listing services for maximum exposure.
7. Work cooperatively with other real estate agencies and agents to generate interest in the properties.
8. Work cooperatively with other real estate agencies, agents and private sellers to locate properties appropriate to the County's needs.
9. Monthly updates to the County on the status of the sale of the properties.
10. Adhere to and ensure compliance with all laws of the State of Georgia governing the disposal, and or acquisition of governmental property.
11. Coordinate site visits and property showings with potential buyers and/or sellers.
12. Present all submitted offers to the County.
13. Present all available properties of possible interest to the County.
14. Document any accepted offers and counteroffers, addenda, and the like to the County.
15. Represent the County in negotiations with a prospective buyer(s) and/or seller from the time of offer until closing.
16. Obtain all necessary signatures to bind potential buyer(s) and/or sellers to any final agreement.
17. Coordinate exchange of ownership (closing transactions).
18. Provide guidance on agreements, mortgages, and market prices
19. Assist with negotiations between buyer and seller.
20. Other project as may be advantageous to the County.

B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response as: ** See Exhibit C - Mandatory Cost Proposal

Exhibit C

- C. County may enter into further negotiations with awarded firms over specific projects as needs arise.

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

Sarah Crowe
Communications and Strategic Engagement
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA ZIP
scrowe@hallcounty.org

COUNTY ISSUING OFFICER

Elizabeth White
Purchasing Supervisor
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
epwhite@hallcounty.org

CONTRACTOR'S CONTACT INFO

Name Lee Hemmer, CCIM, SIOR
Title Principal - Managing Broker
Company Name - Candler Real Estate
Group, LLC.
Address 1 - 135 Maple Street NW,
Gainesville, Georgia 30501
Address 2
Email lee@candlerre.com
Phone 770-988-6383

REMIT-TO ADDRESS (if different).

**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:

First initial term is one (1) year from the effective date followed by four (4) possible renewal options lasting one (1) year in length each.

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:

The County may terminate this Contract by providing sixty (60) 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 sixty (60) 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 WORK* 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

Cyber Insurance – Not Applicable. Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 Annual Aggregate
- c. \$1,000,000 Business Interruption
- d. \$1,000,000 Data Recovery
- e. \$500,000 Cyber Extortion Expenses
- f. \$50,000 Cyber Extortion/Ransom Payments

Additional Provisions: (Not Applicable) Coverage shall include at a minimum:

- a. Information Security & Privacy Liability
- b. Regulatory Fines and Penalties
- c. Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
- d. Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

Builders Risk: (Not Applicable) Recommended for most new construction projects

- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.

- b. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

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 Work 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)

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 – RETAINAGE (Not Applicable)

The County will retain (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to (Not Applicable) 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.

EXHIBIT C - Mandatory Cost Proposal or Price Sheet(s)

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:

List Company's Full Legal Name Below:

Candler Real Estate Group, LLC.

HALL COUNTY, GEORGIA

By: 
Print Name: Lee Hemmer, CCIM, SIOR
Title: Principal - Managing Broker

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

Date: _____

Sworn to and subscribed before me this

Attestment: _____
County Clerk

31st__ Day of August __, 2023

Approved as to Form

Notary Public: Rachel Vaughn

William J. Linkous III, County Attorney

Notary commission expires: 2-20-27

[Locus Signi] - Seal or Stamp





Hall County Government
FINANCIAL SERVICES

EXHIBIT C
Mandatory Cost Proposal Worksheet
IFB # 44-014
REAL ESTATE BROKERAGE SERVICES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Company Name: Candler Real Estate Group, LLC
Bidder's Name: Lee Hemmer, CCIM, SIOR
Bidder's Signature: [Signature]
Date: 08/31/23

Instructions: Input Percentage in the Cost section.
Percentage should include a turn-key service.
The County may enter negotiations with awarded firms.

Line	Cost
Percentage of Sale	Listed Below:

Value of Sale	Candler - Sole Broker	With Outside Co-Broker
Up to \$1.8 M	5%	6%
\$1.8M - \$4.5 M	4%	5%
Over \$4.5M	3%	4%

LEASING FEES - IF NEEDED

In the event that Hall County is in need of leasing services, Candler shall be paid a commission based on the following:

First Month's base rent plus four percent (4%) of the rent beginning with month two (2) through the end of the lease term.

ADVISORY SERVICES

In the event that Hall County is in need of advisory and consultative services, the price shall be determined per project at the time of services needed.



Hall County Government
FINANCIAL SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-014

For the provision of
REAL ESTATE BROKERAGE SERVICES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

ARTICLE #101 - INTRODUCTION

This Contract for Demand Services On-Call Real Estate Brokerage Services (hereinafter "Services") 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 Avison Young (Hereinafter "Contractor"), located at 425 Spring Street SE, Suite 200, Gainesville, Georgia 30501. 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 good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively bid #44-014 and contains the RFQ/P, the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, and Attachments are all incorporated herein by reference, and

NOW, THEREFORE and in consideration of the terms, conditions, mutual promises, covenants and agreements made as expressed and contained herein, or attached and incorporated and made a part hereof, and other good and valuable consideration, expressed by a valid offer and acceptance, the receipt and sufficiency of which the 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 below, and for parcels and properties that may be specified as needs arise.
1. Provide commercial and real estate services for the selling of properties owned by the County.
 2. Provide commercial and real estate services for locating, pricing and purchasing properties for the County.
 3. Furnish all documents and contracts (i.e. title work,).
 4. Arrange for all real estate appraisals.
 5. Arrange for surveys on all properties prior to purchasing or listing for sale.
 6. List properties with all appropriate listing services for maximum exposure.
 7. Work cooperatively with other real estate agencies and agents to generate interest in the properties.
 8. Work cooperatively with other real estate agencies, agents and private sellers to locate properties appropriate to the County's needs.
 9. Monthly updates to the County on the status of the sale of the properties.
 10. Adhere to and ensure compliance with all laws of the State of Georgia governing the disposal, and or acquisition of governmental property.
 11. Coordinate site visits and property showings with potential buyers and/or sellers.
 12. Present all submitted offers to the County.
 13. Present all available properties of possible interest to the County.
 14. Document any accepted offers and counteroffers, addenda, and the like to the County.
 15. Represent the County in negotiations with a prospective buyer(s) and/or seller from the time of offer until closing.
 16. Obtain all necessary signatures to bind potential buyer(s) and/or sellers to any final agreement.
 17. Coordinate exchange of ownership (closing transactions).
 18. Provide guidance on agreements, mortgages, and market prices
 19. Assist with negotiations between buyer and seller.
 20. Other project as may be advantageous to the County.

- B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response as:

Exhibit C

- C. County may enter into further negotiations with awarded firms over specific projects as needs arise.

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

Sarah Crowe
Communications and Strategic Engagement
Hall County Government
2875 Browns Bridge Rd
Gainesville, GA ZIP
scrowe@hallcounty.org

COUNTY ISSUING OFFICER

Elizabeth White
Purchasing Supervisor
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
epwhite@hallcounty.org

CONTRACTOR'S CONTACT INFO

Name *FRANK N. SIMPSON*
Title *MANAGING DIRECTOR-PRINCIPLE*
Company Name *AVISON YOUNG, ATLANTA LLC*
Address 1 *425 SPRING STREET SUITE 200*
Address 2 *CANTONVILLE, GA 30501*
Email *frank.simpson@avisonyoung.com*
Phone *770 532-9911*

REMIT-TO ADDRESS (if different).

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:

First initial term is one (1) year from the effective date followed by four (4) possible renewal options lasting one (1) year in length each.

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:

The County may terminate this Contract by providing sixty (60) 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 sixty (60) 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 WORK* 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

Cyber Insurance – Not Applicable. Required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and or technology related contracts.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 Annual Aggregate
- c. \$1,000,000 Business Interruption
- d. \$1,000,000 Data Recovery
- e. \$500,000 Cyber Extortion Expenses
- f. \$50,000 Cyber Extortion/Ransom Payments

Additional Provisions: (Not Applicable) Coverage shall include at a minimum:

- a. Information Security & Privacy Liability
- b. Regulatory Fines and Penalties
- c. Payment Card Industry (PCI) – if credit cards and/or banking information is obtained or accessed
- d. Ransomware

Professional Liability Insurance (Errors & Omissions): Required for all professional service contracts. This shall include any consultants, medical, legal, technical, insurance agents, or other professions that require proper licenses.

- a. \$1,000,000 Each Claim/Wrongful Act
- b. \$2,000,000 General Aggregate

Builders Risk: (Not Applicable) Recommended for most new construction projects

- a. With any construction project, Hall County should consider purchasing Builders Risk Coverage on a direct basis or have the contractor provide the coverage for projects under \$5,000,000 in value.

- b. For projects over \$5,000,000 in value, Hall County BOC should obtain Builders Risk Coverage on a direct basis to ensure coverage consistency and additional protections are made for Hall County BOC.

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 Work 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)

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 – RETAINAGE (Not Applicable)

The County will retain (if required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to (Not Applicable) 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.

EXHIBIT C - Mandatory Cost Proposal or Price Sheet(s)

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:

List Company's Full Legal Name Below:

Arisona Young - Atlanta, LLC HALL COUNTY, GEORGIA

By: [Signature]

By: _____

Print Name: Frank N. Simpson

Richard Higgins, Chairman

Title: Managing Director - Proc. M.

Hall County Board of Commissioners

Date: _____

Sworn to and subscribed before me this

Attestment: _____

30th Day of August, 2023

County Clerk

Approved as to Form

Notary Public: [Signature]

William J. Linkous III, County Attorney

Notary commission expires: Dec 16, 2024

[Locus Sigilli – Seal or Stamp]





Hall County Government
FINANCIAL SERVICES

EXHIBIT C
Mandatory Cost Proposal Worksheet
IFB # 44-014
REAL ESTATE BROKERAGE SERVICES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Company Name: Arison Young-Atlanta, LLC
Bidder's Name: Frank N. Simpson
Bidder's Signature: [Handwritten Signature]
Date: 8/30/23

Instructions: Input Percentage in the Cost section.
Percentage should include a turn-key service.
The County may enter negotiations with awarded firms.

Line	Cost
Percentage of Sale	3.5%



Hall County Government
FINANCIAL SERVICES

STATE OF GEORGIA
COUNTY OF HALL

CONTRACT #44-014

Notice of Intent to Award

October 3, 2023

For the provision of
REAL ESTATE BROKERAGE SERVICES

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

Hall County, Georgia, and its Board of Commissioners hereby gives this Notice of Intent to Award four (4) contracts for Demand Services On-Call Real Estate Brokerage Services to the following agencies;

1. Perks by Perk Real Estate, LLC 1100 Peachtree St., Atlanta, GA
2. Avison Young, 425 Spring St. SE, Suite 200, Gainesville, GA
3. Candler Real Estate, 135 Maple St., NW, Gainesville, GA
4. eXp Real Estate, LLC, Promenade II, 1230 Peachtree St., Atlanta, GA

Whereas, the Parties do mutually desire to enter into a Contract to document the provision of services or other good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively Bid #44-014 and contains the RFQ/P, the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, and Attachments are all incorporated herein by reference, and

Therefore, upon approval and mutual execution of the Contract by the Board of Commissioners and signature of its Chairman, a Notice of Award will be issued and after examination of all required documents a Notice to Proceed will be posted. The County will issue Task Orders to this pool of Demand Services On-Call Agencies for real estate services and transactions on behalf of the County.

Sincerely;

Andy Penick
Purchasing Manager
Hall County, Georgia

Approve	Clerk
---------	-------

Attachments:



AGENDA ITEM

Community Services and Parks

REPORT TO: Work Session (10/23/23)
REPORT TO: Voting Meeting (10/26/23)
ITEM NO: 570/2023
SUBJECT: Approve the purchase of one (1) 2023 Ford Transit Van for Animal Services to Billy Cain Ford of Commerce, GA, in the amount of \$54,074.00.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: TG
Recommendation: Approve.

Purpose of Request: Approve the purchase of one (1) 2023 Ford Transit Van for Animal Services to Billy Cain Ford of Commerce, GA, in the amount of \$54,074.00.

History:

Facts and Issues:

Options:

Three (3) quotes were obtained from Billy Cain, Greene Ford Company, and Athens Ford.

Billy Cain provided the lowest price of \$54,074.00.

This vehicle will be utilized to transport trapped feral cats for spaying and neutering and transporting them back. This is part of the Community Cat Program

Current vehicle shortage has forced us to purchase vehicles from vendors that have availability. 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).

Funding Requested \$ 54,074.00
Are funds within current budget? Yes
Source of Funds Restricted Programs
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? 2023-10-26

Approvals:

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

Attachments:

Financial Supplement
 Quotes for Transit Vans



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

AGENDA ITEM 570/2023

Funds Requested: \$ 54,074.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Restricted Programs

No

Funding Source Items:

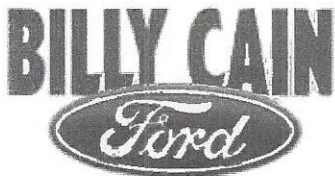
Fiscal Year	Fund	Division	Account	Amount
2024	203-RESTRICTED PROGRAMS FUND	3910-ANIMAL SERVICES	542200-MOTOR VEHICLES	\$54,074.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: TG

Phone: 678-450-1587



LOCAL
 (706) 335-3105
ATLANTA
 (706) 654-4743
FAX
 (706) 335-6692

BUYERS ORDER

PARTS
 (706) 335-3107
SERVICE
 (706) 335-3109

SALESMAN LAUSE
 DATE 11-2-23
 HOME PHONE _____
 WORK PHONE _____
 CELL PHONE 770-654-1430

www.BillyCainFord.net

4191 Maysville Rd, Commerce, GA 30529

PURCHASER NAU COUNTY BOARD OF COMMISSIONERS COUNTY NAU
 ADDRESS PO DRAWER 1435 CITY GAINESVILLE STATE GA ZIP 30503
 SS# _____ DRIVERS LICENSE # _____ DATE OF BIRTH _____

NEW <input checked="" type="checkbox"/>	CAR <input type="checkbox"/>	COLOR <u>WHITE</u>	YEAR <u>2023</u>	MAKE <u>FORD</u>	MODEL <u>T150</u>	BODY TYPE <u>TRAVEL CARGO</u>	SERIAL NO. <u>1FTYE1CB3PKB40179</u>					
USED <input type="checkbox"/>	TRUCK <input checked="" type="checkbox"/>	<input type="checkbox"/> AUTO TRANS. <input type="checkbox"/> STANDARD		<input type="checkbox"/> AIR COND. <input type="checkbox"/> TINT. GLASS <input type="checkbox"/> POWER SEATS		<input type="checkbox"/> POWER WINDOWS <input type="checkbox"/> POWER STEERING <input type="checkbox"/> POWER BRAKES		DVD	NAVI	TTP	NONE	STOCK # <u>20179</u>
DEM <input type="checkbox"/>	OTHER <input type="checkbox"/>	MILEAGE: <u>() 4 () 6 () 8</u>										

TITLE INFORMATION
 LIEN TO _____
 ADDRESS _____
 LIEN CODE # _____

DEALER SUGGESTED RETAIL PRICE		
FACTORY DISCOUNT		
SUB-TOTAL		<u>53675 -</u>
Total Cash Price		
Trade In Allowance		
Trade Difference		
Delivery Service Charge		<u>399 00</u>
SUBTOTAL		<u>54074 -</u>
TAVT		
Georgia Electronic Registration		<u>99 00</u>
GWRA (New Only)		<u>3 00</u>
Sub Total		
Net Pay Off		
Deposit	Rec. #	
Rebate	Rec. #	
Cash on Del.	Rec. #	
Balance		<u>54074 -</u>
Service Contract		
Other		
TOTAL		

USED CAR TRADE-IN DESCRIPTION
 YEAR _____ MAKE _____ MODEL _____
 TYPE _____ CYL _____ MILEAGE _____ COLOR _____
 LICENSE NO. _____ COUNTY _____ DECAL NO. _____
 SERIAL NO. _____
 LIEN HOLDER _____ HAVE TITLE? () YES () NO
 STREET ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 OTHER LIENS? _____
 VERIF. BY _____ GOOD UNTIL _____ PHONE _____
 ACCOUNT # _____ PAYOFF _____

USED CAR TRADE-IN DESCRIPTION
 YEAR _____ MAKE _____ MODEL _____
 TYPE _____ CYL _____ MILEAGE _____ COLOR _____
 LICENSE NO. _____ COUNTY _____ DECAL NO. _____
 SERIAL NO. _____
 LIEN HOLDER _____ HAVE TITLE? () YES () NO
 STREET ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 OTHER LIENS? _____
 VERIF. BY _____ GOOD UNTIL _____ PHONE _____
 ACCOUNT # _____ PAYOFF _____

INSURANCE INFORMATION

COMPANY _____
 AGENT _____ POLICY # _____
 ADDRESS _____ CITY _____ STATE _____ ZIP _____
 PHONE NO _____ EXP. DATE _____ DEDUCTIBLE _____

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The Seller, BILLY CAIN FORD, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose and BILLY CAIN FORD, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

For the purpose of securing credit, I/we authorize Billy Cain Ford to check my/our credit and to answer questions about credit experience with me/us. All deliveries subject to finance approval.

I accept delivery of this vehicle and I have read, understand and accept all provisions of this buyer's order covering this Ford Motor Company vehicle that I am purchasing.

THIS ORDER NOT BINDING UNTIL SIGNED BY MANAGER

Have you been promised anything other than what's on this buyer's order?
 () Yes () No (Check One)
 Signature _____
 Mgr. Signature _____

PURCHASER'S SIGNATURE _____
 Accepted by BILLY CAIN FORD
 Sales Manager _____ Date _____

Logansville Ford

KAN-001600 GA

9-NORMAL, NB, 201600, PJ262

11178

120231005 BLEND 4099

ULC CERT CERT CERT TRD RAMP BUMP CAMP BOOK EXPL ROTA

016395 983/3892

1FTBW3X8X

PKB89226 NB

FEPL



ford.com

VEHICLE DESCRIPTION

TRANSIT

2023 350 HR CARGO RWD
148" WHEELBASE
3.5L PFDI V6 (GAS)
10-SPEED TRANSMISSION

PK **B89226**

EXTERIOR OXFORD WHITE
INTERIOR DARK PALAZZO GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- AUXILIARY FUEL PORT
- BODY SIDE MOLDINGS - BLACK
- BUMPERS - CARBON BLACK
- FULL SIZE SPARE TIRE/WHEEL
- HEADLAMP COURTESY DELAY
- WIPERS - RAIN-SENSING

INTERIOR

- AIR CONDITIONING
- ASSIST HANDLES - A-PILLAR
- CENTER CONSOLE
- INTERIOR LIGHTING - LED
- LOCKING GLOVE BOX
- POWERPOINT - 12V (FRONT)
- STEERING - TILT/TELESCOPIC
- TACHOMETER

FUNCTIONAL

- AUTO HIGH-BEAM HEADLAMPS
- ELECTRONIC PWR ASST STEER
- FORWARD COLLISION WARNING
- HILL START ASSIST
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA
- W/ TRAILER HITCH ASSIST
- SELECTABLE DRIVE MODES
- SIDE-WIND STABILIZATION

SAFETY/SECURITY

- 3 POINT SAFETY BELTS
- ADVANCETRAC™ WITH RSC®
- AIRBAGS 8 FRONT, SIDE AND SAFETY CANOPY® SYSTEM
- BRAKES - 4WHEEL DISC W/ABS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

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

INCLUDED ON THIS VEHICLE

(MSRP)

OPTIONAL EQUIPMENT/OTHER

- PREFERRED EQUIPMENT PKG.101A
- 4.10 LIMITED SLIP AXLE
- REAR COMPARTMENT LIGHTING
- FRONT LICENSE PLATE BRACKET
- 253 DEGREE OPENING
- AUTO START STOP REMOVAL
- WIFI 4G LTE HOTSPOT DELETE
- 9500# GVWR PACKAGE
- B-PILLAR ASSIST HANDLE
- 50 STATE EMISSIONS
- REVERSE SENSING SYSTEM
- LONG-ARM PWR HEAT MIRRORS
- RADIO - SYNC3, 4" SCN
- CRUISE CONTROL
- D-PILLAR ASSIST HANDLES
- LOAD AREA PROTECTION PKG
- .VINYL F/R FLOOR COVERING
- E-85 FLEX FUEL CAPABLE

- NO CHARGE
- 75.00
- NO CHARGE
- 75.00
- 50.00
- 20.00
- NO CHARGE
- 25.00
- NO CHARGE
- 295.00
- 220.00
- 280.00
- 325.00
- 60.00
- 575.00
- NO CHARGE

PRICE INFORMATION

BASE PRICE	\$51,625.00
TOTAL OPTIONS/OTHER	1,860.00
TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY	53,485.00
	1,895.00

(MSRP)

California Air Resources Board

Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

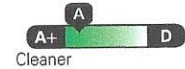
Environmental Performance

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with **higher ratings**:

Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)



Using alternative fuels may change scores.

Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Not Rated

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	Not Rated
		Not Rated

Based on the risk of injury in a side impact.

Rollover Not Rated

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

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- Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle.
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- Receive vehicle health alerts.

Activate 4G LTE Wi-Fi Hotspot

- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

*Compatible with select smartphones. FordPass Connect™ mobile app available for free from the App Store and Google Play. Coverage and speed depend on carrier and service plan. Availability of certain features may vary by location. Message and data rates may apply. See your local Ford website for privacy policy.

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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Mag & Data rates may apply. Text HELP for help



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RAMP ONE	CM7Z	CONVOY	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 .	TOTAL MSRP \$55,380.00
RAMP TWO	ITEM #: 21-T504 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.			PJ262 N RB 2X 365 001600 09 26 23	

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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.

10/03/2023

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Akins Ford

KAN-003139 GA

9-NORMAL, NB, 203139, PF132

12407

120230620 BLEND 0943

ULC CERT CERT CERT TRD RAMP BUMP CAMP BOOK EXFL ROTA

014389 184/3787

1FTBR3UG1

PKB46462 NB

GEPL

VEHICLE DESCRIPTION

TRANSIT

PK B46462



ford.com

2023 250 HR CARGO AWD
148" WHEELBASE
3.5L ECOBOOST V6 (GAS)
10-SPEED TRANSMISSION

EXTERIOR OXFORD WHITE
INTERIOR DARK PALAZZO GRAY VINYL

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- AUXILIARY FUEL PORT
- BODY SIDE MOLDINGS - BLACK
- BUMPERS - CARBON BLACK
- FULL SIZE SPARE TIRE/WHEEL
- HEADLAMP COURTESY DELAY
- WIPERS - RAIN-SENSING

INTERIOR

- AIR CONDITIONING
- ASSIST HANDLES - A-PILLAR
- INTERIOR LIGHTING - LED
- LOCKING GLOVE BOX
- POWERPOINT - 12V (FRONT)
- STEERING - TILT/TELESCOPIC
- TACHOMETER

FUNCTIONAL

- AUTO HIGH-BEAM HEADLAMPS
- ELECTRONIC PWR ASST STEER
- FORWARD COLLISION WARNING
- HILL START ASSIST
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR VIEW CAMERA W/ TRAILER HITCH ASSIST
- SELECTABLE DRIVE MODES
- SIDE-WIND STABILIZATION
- SUSPENSION - HEAVY DUTY FRONT AXLE

SAFETY/SECURITY

- 3 POINT SAFETY BELTS
- ADVANCETRAC™ WITH RSC®
- AIRBAGS @ FRONT, SIDE AND SAFETY CANOPY@ SYSTEM
- BRAKES - 4WHEEL DISC W/ABS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY

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

INCLUDED ON THIS VEHICLE

(MSRP)

OPTIONAL EQUIPMENT/OTHER

- PREFERRED EQUIPMENT PKG.101A 1,775.00
- 3.5L ECOBOOST V6 (GAS) NO CHARGE
- 3.73 LIMITED SLIP AXLE NO CHARGE
- REAR COMPARTMENT LIGHTING 75.00
- FRONT LICENSE PLATE BRACKET NO CHARGE
- VINYL F/R FLOOR COVERING 245.00
- TIE DOWN CARGO HOOKS 25.00
- 253 DEGREE OPENING 75.00
- AUTO START STOP REMOVAL - 50.00
- WIFI 4G LTE HOTSPOT DELETE - 20.00
- 9070# GVWR PACKAGE NO CHARGE
- 2WAY DRV/PASS PALAZZO VINYL 45.00
- B-PILLAR ASSIST HANDLE 25.00
- 50 STATE EMISSIONS NO CHARGE
- REVERSE SENSING SYSTEM 295.00
- SHORT-ARM PWR HEAT MIRRORS 160.00
- FRONT FOG LAMPS 105.00
- RADIO - SYNC3, 4" SCN 280.00
- CRUISE CONTROL 325.00
- DUAL BATTERIES (70 AMP-HR) 295.00
- D-PILLAR ASSIST HANDLES 60.00
- FRONT OVERHEAD SHELF 75.00

PRICE INFORMATION

BASE PRICE	\$54,570.00
TOTAL OPTIONS/OTHER	3,790.00
TOTAL VEHICLE & OPTIONS/OTHER	58,360.00
DESTINATION & DELIVERY	1,895.00

(MSRP)

RAMP ONE		CONVOY	TOTAL MSRP \$60,255.00
CM7Z			
RAMP TWO		ITEM #: 21-6745 O/T 2	

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PF132 N RB 2X 365 003139 06 13 23

California Air Resources Board Gasoline Vehicle

Environmental Performance

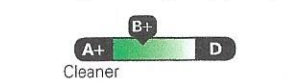
These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see www.arb.ca.gov/ep_label.

Protect the environment. Choose vehicles with higher ratings:

Greenhouse Gas Rating (tailpipe only)



Smog Rating (tailpipe only)



Vehicle emissions are a primary contributor to climate change and smog. Ratings are determined by the California Air Resources Board based on this vehicle's measured emissions.



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score Not Rated

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 Not Rated Not Rated

Based on the risk of injury in a side impact.

Rollover Not Rated

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

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- Receive vehicle health alerts.

Activate 4G LTE Wi-Fi Hotspot

- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi-equipped devices.

*Compatible with select smartphones. Download FordPass Connect™ app from the App Store or Google Play. Coverage and service availability is subject to carrier. 3GB network availability. Streaming video speeds may vary. Actual performance and availability is dependent on network conditions. ©2023 Ford Motor Company. All rights reserved.

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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10/03/2023



AGENDA ITEM

Community Services and Parks

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 518/2023

SUBJECT: Approval and authorization for the Chairman to execute a Cooperative Management Agreement with the United States Department of the Army regarding Bolding Mill, Duckett Mill and Old Federal Campgrounds; and authorization for the Chairman to take any additional action necessary to effectuate the Agreement, subject to review and approval by the County Attorney.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: BH

Recommendation:
Approve

Purpose of Request:

Approval and authorization for the Chairman to execute a Cooperative Management Agreement with the United States Department of the Army regarding Bolding Mill, Duckett Mill and Old Federal Campgrounds, and authorization for the Chairman to take any additional action necessary to effectuate the Agreement, subject to review and approval by the County Attorney.

History:

Facts and Issues:

Options:

The US Army Corps of Engineers is seeking assistance with the management of campgrounds on Lake Lanier. The Challenge Cost-Sharing Cooperative Management Agreement will allow Hall County Parks Department to perform operations and management activities, and to retain revenue generated at the included properties.

The County requested to enter into this Agreement via a letter signed by the Chairman on June 21, 2023.

Costs for operations and capital improvements accounted for in FY 2024 budget.

The initial term of the agreement is five years with five option years.

The agreement may be terminated for any reason by either party with 90 days written notification.

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
BH	BH	EW	WG
Attorney	Administration		Clerk
VS	KC		JR

Attachments:

- Challenge Cost-Sharing Cooperative Management Agreement
- Overall Budget Impacts
- Partner Operations Plan
- USACE Responsibility Detail
- County Responsibility Detail
- Entrance Staffing and Operations



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

AGENDA ITEM 518/2023

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: BH

Phone: 678-997-5823

**CHALLENGE COST-SHARING COOPERATIVE MANAGEMENT AGREEMENT
(CCSCMA)
FOR RECREATION FACILITY
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
HALL COUNTY BOARD OF COMMISSIONERS**

THIS AGREEMENT, entered into this ____ day of _____, 20__, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander, U.S. Army Engineer District Mobile, and Hall County Board of Commissioners, (hereinafter the "Partner"), represented by the Chairman.

WITNESSETH, THAT:

WHEREAS, the Partner is a non-Federal public entity that desires to assist the Government in the operation and management of Bolding Mill Multi-Purpose Park, Duckett Mill Multi-Purpose Park, and Old Federal Campground at Lake Sidney Lanier (hereinafter referred to as the "Project Site Areas") by providing goods and services specified herein at no cost to the Government;

WHEREAS, Section 225 of the Water Resources Development Act (WRDA) of 1992, P.L. 102-580, as amended, authorizes the Government to enter into agreements with non-Federal public entities to provide for the operation and management of recreation facilities and natural resources at civil works projects where such facilities are being maintained at complete Federal expense and permit the non-Federal public entities to collect and utilize user fees for the operation, maintenance, and management activities at such sites, and,

WHEREAS, the Government and the Partner have the full authority and capability to perform as hereinafter set forth and intend to cooperate in accordance with the terms of this Agreement;

NOW THEREFORE, the Government and the Partner agree as follows:

ARTICLE I – SCOPE

The Government authorizes the Partner to perform, and the Partner agrees to perform, operations and management activities at the Project Site Areas, as set forth in an approved Partner Operations Plan described in Article II of this Agreement. Operations and management activities that may be included in a Partner Operations Plan under this Agreement include reservations management, site management, facility management, user fee collection, amenity management, special event coordination and approval, cleaning, custodial, and refuse removal, grass mowing, weeding, edging, and

pruning of shrubs and plants, tree and limb removal, non-household refuse and debris removal, removal of undesirable animals, facility and system maintenance, repair, and improvement, invasive species and pest control, visitor information services, security cameras and/or systems, and visitor programs. This Agreement provides no authority to, nor confers any responsibility on, the Partner to perform operations and management activities outside the Project Site Areas or beyond the scope of activities included in an approved Partner Operations Plan.

ARTICLE II – PARTNER OPERATIONS PLAN

a. Prior to the Partner providing or the Government accepting any goods or services under this Agreement, the parties shall develop a mutually agreed upon Partner Operations Plan that outlines the respective operations, management and development activities to be undertaken by the Partner and the Government.

b. The parties may develop a single Partner Operations Plan that spans the entire five-year duration of this Agreement or multiple Partner Operations Plans that cover shorter periods of time as agreed to by the parties. A Partner Operations Plan may be modified at any time during the course of this Agreement by mutual written agreement of the parties. Partner Operations Plans and any modifications thereto must be approved in writing by the Project Site Area Operations Project Manager (OPM) for the Government and the Director, Hall County Parks and Leisure Services, for the Partner.

c. Partner Operations Plans shall set forth the full extent of the Partner's authorities and responsibilities at the Project Site Areas. Partner conducted activities included under a Partner Operations Plan shall be limited to those categories of activities described in Article I of this Agreement. Unless otherwise authorized by law, Partner Operations Plans shall not include Partner activities that the Government could not perform on its own under existing authorities. Partner activities shall be described in sufficient detail to ensure a mutual understanding of the parties regarding the parameters of the Partner's authorities and responsibilities. Proposed construction activities to be performed by the Partner shall require a detailed scope of work and construction drawings. Proposed equipment acquisitions by the Partner shall require an explanation of the intended use of the equipment and describe the equipment by model and/or series number, if available.

d. In the event of a conflict between a Partner Operations Plan and this Agreement, this Agreement shall control.

ARTICLE III – ANNUAL BUDGETS

Within thirty (30) days from the execution date of this Agreement and annually thereafter for the period covered by this Agreement, the Partner shall submit a proposed

annual budget to the OPM for review and approval. Partner budgets must provide cost estimates for all Partner activities listed in a Partner Operations Plan for a given year and all anticipated Partner personnel and overhead expenses for a given year. Approval and adjustment of budgeted amounts for each Partner activity/expense is at the sole discretion of the OPM. Once the OPM approves an annual budget, the budgeted amounts cited therein for each Partner activity/expense serve as the maximum limits for Partner expenditures on that activity/expense and may not be exceeded without the prior written approval of the OPM.

ARTICLE IV –FEES

a. Unless prohibited or otherwise limited in a Partner Operations Plan, the Partner is authorized to collect and retain “Recreation Use Fees” and “Special Use Permit Fees,” as those fee types are defined by Engineer Circular (EC) 1130-2-550, for use of recreation sites and facilities within the Project Site Areas, whether such sites or facilities were developed by the Partner or the Government. The Partner shall honor America the Beautiful Interagency Passes (hereinafter “Interagency Passes”), and may be authorized to sell Interagency Passes pursuant to the requirements set forth in EC 1130-2-550, but shall not have authority to retain revenues from the sale of such passes.

b. With the exception of the fee remittance requirements for Recreation Use Fees and Special Use Permit Fees under EC 1130-2-550, the Partner’s collection and administration of fees must comply with the requirements of EC 1130-2-550. Applicable requirements under EC 1130-2-550 include, but are not limited to, limitations on fee rates and items for which fees may be charged; the biennial submission of fee schedules to the District Chief of Operations for approval; submission of Special Use Permits to the OPM for approval, and the remittance of all revenues from the sale of Interagency Passes into a special account in the U.S. Treasury. The Partner shall remit all revenues from the sale of Interagency Passes to the Government for further deposit in the U.S. Treasury as required under EC 1130-2-550.

c. With the exception of revenues from the sale of Interagency Passes, the Partner is authorized to retain up to 100 percent of all fees that it collects and shall exclusively utilize such fees for operations, maintenance, and management activities specified in an approved Partner Operations Plan, and within such amounts as set forth in an annual Partner budget. Partner expenditures must also comply with the allowable cost principles set forth in the Office of Management Budget Circular A-87, “Cost Principles for State, Local, and Indian Tribal Governments,” or its replacement. The Partner’s failure to strictly adhere to the fee requirements under this Agreement may result in the Government taking adverse actions against the Partner, to include debt collection actions for inappropriately collected and/or utilized fee amounts.

ARTICLE V – FISCAL MANAGEMENT

a. The Partner shall conduct its fiscal operations in accordance with accepted business and accounting practices. This includes appropriate use of a funds accountability system, purchase orders, receipts, invoices, and inventory records. The Partner shall abide by the fund security measures set forth in EC 1130-2-550, or its replacement.

b. Beginning on the first anniversary of this Agreement, the Partner shall submit, in conjunction with its annual budget proposal, an annual financial and performance report that contains a list of all Partner receipts and expenditures for the prior year, a comparison of actual accomplishments to the objectives established in the Partner Operations Plan for the prior year, and, if applicable, the reason(s) established objectives were not met.

c. At any point during the term of this Agreement the Government may perform audits or require the Partner, using Partner collected user fees, to perform audits of the Partner's records and accounts in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the applicable state. If, during the course of an audit, Partner records are found to be incomplete or otherwise noncompliant with the aforementioned standards, the Partner's collection and utilization of any missing fee receipts shall be presumed to be noncompliant with this Agreement and the Government may terminate this Agreement and pursue collection actions as it deems appropriate.

ARTICLE VI – CONTRACTING

The Partner may award and manage contracts for the execution of its assigned activities under a Partner Operations Plan. Such contracts, and any disputes or liabilities arising therefrom, shall be the sole responsibility of the Partner. The Partner shall maintain a contract administration system that ensures that contractors perform in accordance with the terms, conditions, and specifications of their respective contracts.

ARTICLE VII – EQUIPMENT AND FACILITIES

a. Unless otherwise provided for in a separate agreement, all existing Government equipment and facilities at the Project Site Areas at the time this Agreement is executed shall remain property of the Government. All equipment, facilities, and improvements acquired and/or constructed by the Government or Partner during the course of this Agreement shall be considered property of the Government unless the Partner expresses a desire to retain the item in question and can demonstrate to the OPM's satisfaction that no Government funding or Recreation Use Fee or Special Use Permit Fee receipts were used to acquire and/or construct the item.

b. Partner personnel may be authorized to operate, for official use, government-

owned or leased vehicles, vessels, machinery or other specialized equipment if deemed appropriate and beneficial by the OPM. Partner personnel must have the proper training, license, and/or experience in accordance with Government operator permit policies before operating government-owned or leased vehicles, vessels, or equipment.

c. The Government may provide equipment, materials, or supplies purchased for Corps operation and maintenance purposes to the non-Federal partner to operate and maintain the Project Site Areas. Any non-expendable property will be considered on loan to the partner and must be returned to the Corps upon termination of this Agreement.

ARTICLE IX – PROTECTION AND CARE OF PROPERTY

a. The Partner shall exercise reasonable care to prevent damage to any Government property and, insofar as possible, protect all such property. The Partner shall be responsible for, and shall promptly repair, replace, or remedy any damage to Government property caused by the Partner, including actions by the Partner's employees, agents, contractors, volunteers, or their invitees.

b. The Partner shall keep all areas, facilities, and equipment for which it has responsibility and/or authorization for use in good order and in a clean safe condition. The Partner shall perform all activities specified herein or in an approved Partner Operations Plan in a safe manner as required by applicable Federal and State laws and regulations, and Government guidance.

c. The Partner will work with the Government to protect the Project Site Areas against pollution of its air, ground, and water. The storage or disposal of any toxic or hazardous materials within the premises is prohibited. The parties shall ensure that all activities conducted pursuant to this Agreement comply with applicable Federal and State environmental laws and regulations.

d. The Partner shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind nor in any manner substantially change the contour or condition of the Project Site Areas, except as may be authorized under a Partner Operations Plan. The Partner may salvage fallen or dead timber within the Project Site Areas for use as firewood. Except for salvaged firewood, the Government shall conduct all sales of forest products and the proceeds therefrom shall not be available to the Partner under the provisions of this Agreement.

e. The Partner will not remove or disturb any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Partner shall immediately notify the Government and protect the site and the material from further disturbance until the Government gives clearance to proceed.

ARTICLE X – REAL ESTATE INTERESTS

a. This Agreement does not grant, convey, assign, or otherwise provide any real estate interest to the Partner, nor does it authorize the Partner to grant, convey, assign, or otherwise provide real estate interests to third parties. The Government retains the sole responsibility and authority to administer requests, make awards, and manage grants of real estate interests within the Project Site Areas. The Government shall coordinate the proposed grant of any new real estate interests with the Partner and will endeavor to not grant any such interests that will, in the opinion of the Government, unduly interfere with activities set forth in an approved Partner Operations Plan.

b. All Partner activities specified herein or under an approved Partner Operations Plan shall be subject to real estate interests currently held by the Government or hereafter granted by the Government to third parties, including, but not limited to, flowage easements, utility and roadway easements, outgrants, and mineral interests. The Partner shall have no authority to restrict the Government or its grantees from fully utilizing duly held real estate interests.

c. If the Partner desires to receive a real estate interest from the Government to perform activities beyond the scope of this Agreement, the Government shall handle such requests in accordance with existing Government regulations and policies and shall afford the Partner no deference or advantage as a result of this Agreement.

ARTICLE XI - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The parties shall each pay 50 percent of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE XII - FEDERAL AND STATE LAWS

In exercise of their respective rights and obligations under this Agreement, the Government and the Partner agree to comply with all applicable Federal and State laws and regulations, including, but not limited to, Section 601 of Title VI of the Civil Rights Act of 1964, PL 88-352, and the Department of Defense Directive 5500.11 issued pursuant thereto and published in Part 300 of Title 32, Code of Federal Regulations, as well as Army Regulations 600-7, entitled "Non-discrimination on the Basis of Handicap in Programs and Activities Assisted or Conducted by the Department of the Army;" laws

and regulations regarding fair wage practices; and laws and regulations regarding construction, health, safety, food service, water supply, sanitation, and use of pesticides.

ARTICLE XIII - RELATIONSHIP OF PARTIES

a. In the exercise of their respective rights and obligations under this Agreement, the Government and the Partner each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

b. In the exercise of its rights and obligations under this Agreement, neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights such other party may have to seek relief or redress against such contractor either pursuant to any cause of action that such other party may have or for violation of any law.

c. This Agreement in no way restricts the Government from participating in similar activities or arrangements with, or accepting contributions from, other public and private agencies, organizations, and individuals.

ARTICLE XIV - INDEMNIFICATION

a. The Partner shall be responsible for any activity of the Partner and shall indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments and expenses arising out of, or from any omission, or activity of the Partner.

b. The Partner shall hold and save the Government free from all damages arising from services the Government performs or provides for the construction, operation, maintenance, repair, replacement, and rehabilitation of the Project Site Areas, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE XV – ENFORCMENT, TERMINATION AND CLOSEOUT

a. The Partner is charged at all times with full knowledge of all the limitations and requirements of this Agreement, the necessity for correction of deficiencies, and a duty to comply with reasonable requests by the Government. If the Partner fails to comply with any term of this Agreement, the Government may take one or more of the following actions, as appropriate in the circumstances:

- (1) Disallow the use of Recreation Use Fee and Special Use Permit Fee receipts for all or part of the cost of the activity or action not in compliance,
- (2) Collect debts for misuse of funds,

- (3) Wholly or partially suspend or terminate this Agreement, or
- (4) Take other remedies that may be legally available.

b. The Government will notify the Partner of any non-compliance in writing and give a period of time in which the Partner must correct the non-compliance.

c. This Agreement may be terminated for any reason by the Government or the Partner by giving ninety (90) days written notification, setting forth the reasons for termination and the termination effective date.

d. The Government's participation under this Agreement and the Government's performance of any activities at the Project Site Areas are subject to the availability of appropriated funding. If the Government fails to receive annual appropriations in amounts sufficient to perform activities at the Project Site Areas that would allow this Agreement to continue, the Government shall so notify the Partner and either party may elect without penalty to terminate or suspend performance under this Agreement as of the date the Government exhausts all appropriated funding available for the Project Site Areas or sixty (60) calendar days from the date of notification, whichever occurs first. In the event that either party elects to suspend future performance under this Agreement pursuant to this paragraph, such suspension shall remain in effect until such time as the Government receives sufficient appropriations or until either the Government or the Partner elects to terminate this Agreement.

e. Any termination of this Agreement or suspension of future performance under this Agreement in accordance with this Article shall not relieve the parties of liability for any obligation previously incurred.

f. In the event that this Agreement is terminated, whether by expiration of the agreement term or pursuant to this Article, the Partner shall provide a final accounting to the Government within ninety (90) days following termination of this Agreement. At a minimum, the final accounting shall include a financial and performance report, as described in Article V, subparagraph b. of this Agreement, for the applicable year through the termination date; a list of all equipment, facilities, and improvements at the Project Site Areas; and Partner account statements showing the amount of Partner held Recreation Use Fee and Special Use Permit Fee receipts that the Partner had on-hand as of the termination date. Ownership of all property at the Project Site Areas or that was otherwise acquired pursuant to the Agreement shall be determined pursuant to Article VII of this Agreement. Within ninety (90) days of the termination of this Agreement the Partner shall return all remaining Recreation Use Fee and Special Use Permit Fee receipts to the Government for disposition pursuant to EC 1130-2-550 as if the Government had collected the fees.

ARTICLE XVI – TERM OF AGREEMENT

Unless otherwise terminated pursuant to Article XV, this Agreement will remain in effect for an initial period of five year beginning on the date of the final party's signature, plus the allowance of five option years without further competition. To exercise an option to extend this Agreement the parties must execute an addendum to this Agreement setting forth the additional option period within thirty (30) days of the termination date of the initial term of this Agreement or a previous option period. Under no circumstances shall this Agreement extend beyond ten (10) years. If the Partner wishes to continue co-management and operation of the Project Site Areas beyond the maximum period of this Agreement, the Partner must recompetete for the opportunity pursuant to the establishment policies of the Government.

ARTICLE XVII - NOTICES

a. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and mailed by registered or certified mail, with return receipt, as follows:

If to the Partner:

Director
Hall County Parks and Leisure Services
4175 Nopone Road
Gainesville, GA 30506

If to the Government:

Operations Project Manager
US Army Corps of Engineers
Lake Sidney Lanier
1050 Buford Dam Road
Buford, GA 30518

b. A party may change the address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XVIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon signature of the final party's authorized representative.

The Department of the Army

Hall County Board of Commissioners

BY:

TITLE: District Commander

DATE:

BY:

TITLE: Chairman

DATE:

Overall Budget Impacts

	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Staffing					
Maintenance Workers	\$ 127,837.31	\$ 263,344.85	\$ 271,245.19	\$ 279,382.55	\$ 287,764.03
Customer Service Associates	\$ 121,879.78	\$ 251,072.35	\$ 258,604.52	\$ 266,362.65	\$ 274,353.53
Facilities Superintendent	\$ 37,026.38	\$ 76,274.34	\$ 78,562.57	\$ 80,919.45	\$ 83,347.03
Other Operating Expenses					
Cleaning/Janitorial Supplies	\$ 6,750.00	\$ 28,350.00	\$ 29,767.50	\$ 31,255.88	\$ 32,818.67
Mowing/landscaping equipment, fuel	\$ 4,000.00	\$ 16,800.00	\$ 17,640.00	\$ 18,522.00	\$ 19,448.10
Phones - Landlines & Mobile	\$ 2,400.00	\$ 5,040.00	\$ 5,292.00	\$ 5,556.00	\$ 5,834.43
Internet	\$ 1,600.00	\$ 3,360.00	\$ 3,528.00	\$ 3,704.00	\$ 3,889.62
Misc. Repairs		\$ 6,000.00	\$ 6,300.00	\$ 6,615.00	\$ 6,945.75
Set-up Expenses					
Firewall/Switch/Network set-up	\$ 15,000.00				
Gates	\$ 75,000.00				
ATVs	\$ 45,000.00				
Expenses	\$ 436,493.47	\$ 650,241.54	\$ 670,939.78	\$ 692,317.53	\$ 714,401.16
Revenue	\$ 215,983.75	\$ 863,935.00	\$ 863,935.00	\$ 863,935.00	\$ 863,935.00
Net	\$ (220,509.72)	\$ 213,693.46	\$ 192,995.22	\$ 171,617.47	\$ 149,533.84

Notes:

Revenue data based on USACE figures from FY 2019 - FY 2021

Expenses include a 3% annual increase in staffing costs and a 5% annual increase in other expenses

In the interest of a conservative forecast, revenue figures held constant in this projection

FY 2024 revenue = Three months of operations (campgrounds scheduled to open in late March)

ENCLOSURE 2

Partner Operations Plan – Hall County

Pursuant to Articles I and II of the Challenge Cost Share Cooperative Management Agreement (CCSCMA) dated _____ between the US Army Corps of Engineers and Hall County Board of Commissioners for the Operations and Management of Bolding Mill Multi-Purpose Park, Duckett Mill Multi-Purpose Park, and Old Federal Campground at Lake Sidney Lanier, this Partner Operations Plan is jointly developed and mutually agreed to describe the responsibilities and authorities of the parties.

For the initial term (year 1)

USACE will maintain complete responsibility for the management, operations, and maintenance of the Day Use portions of Bolding Mill and Duckett Mill Multi-Purpose parks.

The U.S. Army Corps of Engineers will provide the following services for the management, operation, and maintenance of the Campground portions of Bolding Mill Multi-Purpose Park, Duckett Mill Multi-Purpose park, and Old Federal Campground:

- Maintenance of buildings, structures, facilities, trails, mechanical, plumbing, and electrical systems as described in Enclosure 2 Tab A.
- Maintenance of signs, barricades, bumper blocks, posts, guardrails, gates, fencing, fire extinguishers, and traffic counters as described in Enclosure 2 Tab A.
- Beach maintenance as described in Enclosure 2 Tab A.
- Natural resource management and pest control services as described in Enclosure 2 Tab A.
- Maintenance and repair of paved roads, parking areas, launching ramps, road shoulders, and drainage structures as described in Enclosure 2 Tab A.
- Dead and/or hazardous tree removal as described in Enclosure 2 Tab A.
- Provide potable water service.
- Provide electric service.
- Provide Park Ranger Patrols as executed under the Corps Visitor Assistance Program including enforcement of Title 36 of the Code of Federal Regulations, which includes campground rules.
- Non-household refuse removal.

Hall County Parks and Leisure Services will provide the following services for the management, operation, and maintenance of the Campground portions of Bolding Mill Multi-Purpose Park, Duckett Mill Multi-Purpose park, and Old Federal Campground:

- Cleaning, custodial, and refuse removal services similar to that described in Enclosure 2 Tab B.
- Grass mowing, weeding, edging, and pruning of shrubs and plants similar to that described in Enclosure 2 Tab B.

- Park Attendant duties similar to that described in Tab C:
- Collect recreation user fees.
- Perform reservation services operation and management.
- Provide an internet-based reservation system/platform.
- Provide internet or satellite services – (anything that will allow the operation of the reservation system in the gatehouse.)
- Provide communications service to the gatehouse for public communications (Telephone, Voice Over Internet Protocol, etc...)
- Communicate maintenance and other responsibilities of the Government to the Government representative when necessary.
- Removal of undesirable animals.

US Army Corps of Engineers
 Lake Sidney Lanier

Hall County Parks and Leisure Services

 Operations Project Manager

 Director

Date_____

Date_____

ENCLOSURE 2

TAB A

MAINTENANCE OF BUILDINGS, STRUCTURES, FACILITIES, TRAILS, MECHANICAL, PLUMBING, AND ELECTRICAL SYSTEMS

Statement of Work: The Government shall provide all labor, supplies, materials, equipment, and any other items necessary to complete inspection, operation, maintenance, modification, and repair of facilities at Olde Federal Campground.

Building, structure, and facility maintenance, repair, and renovation include, but are not limited to, bathhouses, washhouses, gatehouses, toilets, fencing, sanitary disposal systems, launching ramps, playground equipment, bulletin boards, game courts, water and electrical distribution systems, telephone lines, fire and security systems, and campsites at Old Federal Campground. Maintenance, repair and/or replacement include, but are not limited to the following: carpentry, masonry, painting (including parking lots and centerlines), chipping, caulking, sealing, tightening, resetting and welding. Maintenance, repair, and/or replacement is applicable to the following: walls, ceilings, floors, metal or wood sash, blinds, shutters, ventilators, louvers, vents, lights, light bulbs, doors, stoops, walkways, ramps, hatches, partitions, furniture, ladders, building hardware, rough framing, finished framing, wooden trim, sheet rock, ceiling, wall, and floor tile, flooring, decking, bracing, concrete, wooden and metal posts, bumper blocks, metal and wooden signs, bulletin boards, guardrails, roofs, sheet metal, playground equipment, security systems (electrical, mechanical, fencing, floating structures, etc.) and other items that are considered to be a part of buildings, structures, and facilities at Old Federal Campground. Also included is periodic pumping of septic tanks and vault type holding tanks.

HVAC systems are located in certain buildings in Old Federal Campground. These systems are to be maintained and kept in working order at all times. Other facilities to be maintained are, gate attendant houses, picnic and camping sites, camper washhouses, washers/dryers, toilets, water tanks and other structures within the limits of the park.

The buildings and structures will be maintained and kept in a neat and attractive condition. The systems covered by this contract are to be maintained in a safe and efficient operating condition. These services include, but are not limited to, tests, inspections, adjustments, repairs, cleaning, and/or replacement. Examples of the various types of services required are:

- a. Building Operation and Maintenance: Adjusting and lubricating door hardware, repairing loose hinges locks, floor and wall tile, carpeting and trim; refitting or replacing doors, hardware, floor covering, wall board, ceiling boards and tile; painting as required; repair of roofing; repair of sheet metal work; repair of concrete floors and walkways; replacing broken glass; repair of fencing; repair of playground equipment; winterizing and reactivating water and electrical systems.
 - i. Periodic replacement of entire structures and small operational buildings may be required in order to maintain these structures and buildings in a safe and operable condition.
- b. Electrical Systems: Repairing or replacing damaged or burned out light fixtures, ballasts, switches, outlets, wiring, breakers, fuses, bulbs, ground fault interrupters,

overhead and underground wiring, and security systems.

- c. Plumbing Systems: Repairing or replacing water heaters, faucets, pumps, tanks, sewer lines, flush meters, pipes, valves, fittings, clearing stopped drains, repairing water coolers, electrical and hand pumps, including water piping direct buried and/or encased. Water line materials include galvanized steel, copper, cast iron, and PVC. Also included is closing and opening water systems in designated areas.
- d. Heating, Air Conditioning, Ventilating, and Compressed Air Systems: All equipment will be maintained in accordance with manufacturer's recommendations including lubricating pumps and motors; adjusting belts, pulleys, temperature and electric/electronic controls; cleaning and/or replacing filters, painting equipment as required and otherwise maintaining equipment in a neat and clean operating condition.
- e. Minor Repairs: The services required for minor repairs to the buildings, structures, and systems are estimated to be equal to or less than \$2,500 (including materials, labor, and tax). This work includes, but is not limited to, repairs of buildings, structures, piping, tubing, valves, pumps, motors, electric and pneumatic controls, induction units and other components of the system.

Minor Repairs and general maintenance work will be accomplished as a routine part of this specification and will be done during the scheduled work hours.

- f. Major Repairs: Major repairs are those estimated to cost more than \$2,500 (including materials, labor, and tax). If the Government determines that any major repairs are required, consideration must be given to the authorized budget and a decision must be rendered by the OPM to make the repair or remove the facility/item from service.
- g. Emergency Repairs: Services required for necessary repairs to buildings, structures and systems to eliminate any immediate hazard, protect life, Government property, restore essential services or prevent further damage to Government property are outlined as emergency repairs.

When emergency minor repairs are necessary, the Government shall immediately accomplish such repairs. Upon notification, the Government shall have such personnel as may be required to make necessary repairs present within two (3) hours.

Emergency major repairs will not be undertaken without prior approval of the OPM unless the nature of the repairs requires immediate action to preserve life or property.

Responsibility for Work and Deficiencies: Determination of work required to keep buildings, facilities and structures in a neat and attractive condition, and all systems in a safe, efficient operating condition is the responsibility of the Government. The Government should take necessary action to maintain facilities in acceptable condition to avoid such deficiencies.

Trail Maintenance: The Government shall maintain trails and amenities in a safe and

acceptable condition. This work includes replacing bark chips on the trail, repair or replacement of signs, maintenance of steps, footbridges, benches, fences, and overlook structures, repair of washed out or eroded areas, and any other work necessary to keep the trail in a safe and acceptable condition. Some areas of the trails are too narrow for access by vehicle; consequently materials must be carried by hand or wheelbarrow.

The Government shall frequently check the condition of trails in the park will perform work necessary to prevent erosion or deterioration and keep trails safe for public use.

MAINTENANCE OF SIGNS, BARRICADES, BUMPER BLOCKS, POSTS, GUARDRAILS, GATES, FENCING, FIRE EXTINGUISHERS, AND TRAFFIC COUNTERS

The Government shall provide labor, equipment, materials, supplies, and anything else necessary to replace and maintain as required guardrails, gates, electric barrier gates, signs, barricades, fences, bumper blocks and posts in Old Federal Campground. New barricades will be installed as necessary.

The Government shall frequently check the condition of all guardrails, barricades, etc. and will realign, paint, repaint and/or replace as required.

Fire Extinguishers: Fire extinguishers will be checked once each month at approximately 30 day intervals in the gatehouse to verify that they are in operating condition and fully charged. The results will be recorded on an approved tag affixed to the fire extinguisher and recorded in a logbook. When an extinguisher is found to be discharged or defective, it will be replaced with a fully charged extinguisher of the same type. Dry chemical will be checked according to manufacturer to assure contents have not solidified.

Maintenance of Traffic counters: The work will consist of providing labor, materials, and supplies as required for the repair and/or replacement of the traffic counter. Repairs and/or replacements will be made as needed to keep the counter operational. The Government shall provide routine traffic counter maintenance, replace or repair counters' solar panel, electrical wires, batteries, posts, etc. Repairs may require cutting across asphalt roads and the replacement of underground wires, etc. The Government shall frequently check the condition and performance of the counter.

Signs and Sign Posts: Install, replace, or repair all signs and/or sign posts within the park in accordance with the U. S. Army Corps of Engineers Sign Standards Manual, EP 310-1 6a and EP 310-1 6b. Fabrication and installation of temporary signs may be necessary; however, all permanent sign fabrication will be by a sign supplier.

BEACH MAINTENANCE

Statement of Work: The Government shall furnish all labor, materials, and supplies necessary to maintain the projects beach areas and buoys.

Beach Maintenance: Beaches at designated swimming areas will be shaped and graded prior to the lake reaching its summer level and as frequently thereafter as necessary to prevent a buildup or ponding of runoff. Limbs, rocks, debris, and other foreign material will be removed from the sand during grading operations. Fluctuating lake levels could necessitate moving swim lines in or out to maintain proper depth of swimming area. Beaches will be graded as necessary to redistribute sand, fill holes and eroded areas, and spread replacement sand. The beach area will be cleaned and graded for a minimum of 20 feet outside the buoy line. The Government shall frequently check the condition of beaches, depth markers, swim lines, signage, and buoy lines and will make repairs or adjustments necessary to ensure the area is safe for public use. Damaged buoys will be replaced and beaches will be graded, as needed, to keep them in acceptable condition.

NATURAL RESOURCE MANAGEMENT AND PEST CONTROL

Statement of Work: The Government shall institute a pest control program for eradication or control of plant and animal pests using appropriate chemical and physical means.

Plant Pest: Kudzu, poisonous plants, invasive species, undesirable vegetation and other plants that may create a nuisance or undesirable condition will be removed or controlled as necessary at the discretion of the Government.

Insect and Animal Pests: Fire ants, roaches, mice, rats, stinging insects, spiders, pine bark beetles, and others that may impact visitors use of facilities will be removed or controlled as necessary at the discretion of the Government.

Removal of Undesirable Animals: The Government shall capture and remove animals within the park that prove to be pests. Animals will be captured alive by the use of traps and other approved methods. Animals will be transported to the animal shelter in the county where the animal was caught.

Seeding: Bare and eroded areas, road shoulders, grassed areas or other areas where a satisfactory stand of grass does not exist will be seeded. Seeding will normally be done between 1 March and 1 December. Seeded areas will be mulched with threshed straw such as wheat, oats, barley, rye, etc.

Mulched Beds: A pine needle or shredded bark mulch will be placed in plant beds and around individual trees and shrubs for a distance of two (2) feet and to a compacted depth of two (2) inches. Mulch will be kept out of crowns of shrubs and off buildings, sidewalks, light poles and other structures.

Limbing: The Government must keep all roadways, buildings, structures, signs, and campsites clear of overhanging limbs and obstructions that may interfere with the free and unobstructed movement of RVs and vehicles.

MAINTENANCE AND REPAIR OF PAVED ROADS, PARKING AREAS, LAUNCHING RAMPS, ROAD SHOULDERS, AND DRAINAGE STRUCTURES

Statement of Work: The Government shall provide labor, equipment, materials, and supplies to maintain and repair or make necessary improvements to existing paved roads, road shoulders, drainage structures, pullouts, parking areas, and launching ramps. This includes patching potholes, repairing curbs, overlaying or sealing existing cracks, raveled edges, sunken areas, and eroded areas on paved roads and pullouts. The Government shall check the condition of paved roads and pullouts in the park and shall make repairs to raveled edges, potholes, etc. to prevent deterioration of sound pavement and shall maintain the pavement in a smooth, safe, and sound condition. Repairs will be made as needed to maintain the roads.

Paved Roads and Parking Areas: Re-stripe all faded centerline, parking stripe and symbols. Fill and repair sunken areas, cracks, and potholes in accordance with road repair procedures. Pull road ditches as necessary to facilitate water runoff.

Drainage Structures: Clean pipes as necessary to facilitate water runoff and to prevent ponding. Maintain tail ditches to prevent erosion and movement of material. Keep concrete drainage ditches free of grass, weeds, and sediment. There may also be other drainage structures comprised of grouted concrete, concrete, or grass to control water movement that are not associated with a road system, but require inspection, repair, and maintenance.

Road Shoulders: Maintain road and parking areas shoulders. Fill low shoulders to grade, cut high areas, and plant grass. Use extra fill material to raise low areas. Perform this work as early in the growing season as practicable to provide for satisfactory establishment of grass.

Boat Launching Ramps: Keep ramps free of debris, logs, sand, silt, etc. During periods of flooding or pool draw down, drought, etc., make inspections and repairs of launching ramps as necessary to ensure ramps always remain usable and safe. The Government shall monitor lake levels and open/close ramps as necessary due to fluctuating lake levels.

DEAD/HAZARDOUS TREE AND LIMB REMOVAL

Statement of work: The Government shall provide equipment, labor, materials, and supplies to remove dead trees and limbs from the park where the trees or limbs threaten life, public safety, private or Government-owned structures or facilities. Hazardous trees along property lines adjacent to private homes or structures will be cut on a case-by-case basis as determined by the Government. The Government shall remove and dispose of the trees with a minimum of damage to private property.

Trees and limbs that are removed from the park will be cut into 18" lengths, when possible, and stockpiled for camper use. Stockpiles will be neat and well dispersed.

Smaller trees and limbs cut will be chipped for use as mulch, as needed, to the extent possible. Mulch will be stored in locations that will not interfere with visitor access, park use, or safety.

All burning will be accomplished in accordance with state and county requirements. All required permits must be secured prior to burning.

The Government shall frequently monitor access roads and recreation areas for dead trees and limbs and will remove them as necessary to ensure public safety.

Work caused by storm events and/or other acts of God will be performed contingent on available funding.

ENCLOSURE 2

TAB B

CLEANING, CUSTODIAL SERVICES, AND REFUSE REMOVAL

Scope of Work: The Partner shall provide all labor, supplies, materials, vehicles, equipment, and any other items necessary to satisfy these requirements. The work will include scheduling and providing cleaning services and refuse removal. The Partner shall clean, remove refuse, and maintain facilities as necessary.

Cleaning should be performed during weekends and holidays when the areas are open to the public. Ensure that facilities are clean, free of objectionable odors, and contain an adequate supply of toilet tissue.

Shower Houses and Restrooms: Inspect, deodorize, and clean inside fixtures, partitions, floors, walls, ceilings, doors, and windows. Dry recently cleaned surfaces before use of the facility by the public. Remove all insects, insect nests, and webs, from louvers, screens, doors, windows, inside and outside walls, ceilings, recesses, and eaves. Shower stalls, curtains, and other interior areas subject to wet or damp conditions should be kept free of mold, mildew, fungi, and other biological formations. Furnish and distribute roll toilet tissue, as necessary, to make a continuous supply available to the public.

Gate House Cleaning Services: Inspect, deodorize, and clean inside fixtures, partitions, floors, walls, ceilings, doors, and windows. Dry recently cleaned surfaces before use of the facility by the public. Remove all insects, insect nests, and webs, from louvers, screens, doors, windows, inside and outside walls, ceilings, recesses, and eaves. Furnish and distribute roll toilet tissue, as necessary, to make a continuous supply available to the Gate House staff.

Clean outside grounds and facilities including walks, paved parking areas, water fountains, and benches. Replace inoperable light bulbs in both interior and exterior fixtures. Unclog sinks, toilets, and water fountains. Clogs requiring use of plumbing equipment such as drain snakes, augers, or rooters is considered facility maintenance and shall be performed by the Government. Remove drawing, writing, or graffiti with commercially available cleansers. If an area needs to be repainted, it is considered facility maintenance and shall be performed by the Government. Water fountains, sinks, and toilets should be kept clean, free from foreign matter and in a sanitary condition.

Water and Electricity: All water and electricity required in the performance of this agreement can be obtained from Government sources within the area or from other sources approved by the OPM. Do not use the same water and supplies used for cleaning rest rooms to clean campsites.

Dumpster Service and Schedule: Dumpsters should be in good condition with a good paint job. Dumpsters should be emptied as frequently as needed to keep trash from overflowing. Servicing of dumpsters should include emptying dumpster and removing litter from a 20-foot radius area around dumpster. Partner shall exercise care as to not allow effluent leakage of material from the dumpster onto the ground area during service or effluent leakage from the service vehicle while in recreation areas. Partner should clean any areas with large amounts of, or offensive, effluent leakage.

Campsites: Clean tables, including seats, tops, and base slabs. Clean adjacent grounds and facilities such as parking areas, steps, and walks of litter, including pop tops, and cigarette butts. The screenings (gravel) should be raked, leveled and all vegetation (living and dead) should be removed. Graffiti should be removed.

Grills and Fire Rings: The Partner shall remove ashes and debris from within and around fire rings and grills and dispose of properly. Care must be taken in the disposal of hot ash material so as not to start fires, endanger visitors, or Partner employees.

Non-occupancy: Grills and/or fire rings located in areas or sites where there is no evidence of occupancy should not be cleaned. Evidence of occupancy includes, but is not limited to garbage, litter, debris, ashes, coals, charred wood, food, and consumptive materials.

Picnic Shelters: The Partner should ensure the proper cleaning of the picnic shelters. Structures including tables, benches, eaves, floors, and grills must be cleaned. In addition, clean outside grounds and associated facilities including walks, steps, and benches. All light fixtures should be cleaned ensuring there are no spider webs, dust accumulations, and/or bugs inside the fixture.

Refuse Containers: The Partner should remove the contents of trashcans and replace liners regularly and as necessary to provide clean and healthful recreation and operational areas. Generally, trash cans should be emptied only when they become half-full or produce an odor. All litter within (20 feet of the container should be picked up and disposed of at the time of servicing. When necessary, clean and disinfect both inside and outside of cans. The Partner should inspect can holders regularly and assure that they work properly. If the can holder needs repaired, notify the OPM. Advise the OPM promptly when any household or other outside garbage or debris is found in the park.

Removal of Litter: Pick up trash, paper, plastic, debris, bottles, dead fish, limbs, cans, gravel, mud, animal carcasses, driftwood, and any other foreign material and dispose of properly. Litter should be removed from all areas within 20 feet outside the perimeter of defined mowing limits or established wood lines, whichever is greater.

Perform this work also in hard-to-reach areas, such as steep slopes and rip-rap areas and to water edge. Keep beaches and water edge areas free of debris, glass, pop tops, cigarette butts, trash, litter, animal waste, animal carcasses, and all such undesirable material.

Beach: All sand should be removed from concrete walkways in beach areas, including but not limited to sidewalks, showers, and fountains, each time the beaches are serviced.

RV Dump Station and Drains: The Partner should clean all concrete slabs, wood, and metal surfaces at all dump stations and drains. All drains and lines should be inspected and surface clogs removed. Clogs requiring use of plumbing equipment such as drain snakes, augers, or rooters is considered maintenance and will be performed by the Government. Litter and debris should be removed from within 20 feet of the dump station each time it is serviced.

Trails: All litter and debris should be removed from 20 feet of the centerline of trails and 20 feet outside of the wood line of trailheads.

Solid Waste: The OPM is required to submit solid waste removal amounts to higher

headquarters. The Partner will report the volume (CY) or mass (tons) of all solid waste (household garbage, non- household garbage, construction and demolition material) removed from the park to the OPM each month.

Disposal Areas: The Partner has full responsibility for locating and obtaining state approved dumping and disposal areas located off Government property. No dumping or disposal is allowed on Government property beyond the pre-designated areas where natural debris is authorized. Do not dump in any area outside of Government property without written approval of state or local health agencies.

Rooftops and Gutters: The roofs and gutters of all buildings and structures in the park should be cleaned of all leaves, pine needles, and other debris twice a year, once in the fall and once in the spring. Gutter downspouts that become clogged should be opened and cleaned as needed throughout the year.

Accident Scene Clean-up: On rare occasions, the Partner may be required to clean areas of blood contamination. This could occur where an accident or incident has involved an employee or member of the visiting public in the park. The clean-up should be accomplished in full compliance with Hall County Standards.

Laundry Facilities: Laundry facilities are operated by the Government's Cooperating Association. The Partner is responsible for keeping the laundry room clean. The Cooperating Association is responsible for the operations and maintenance of the laundry and soap dispensing machines.

GRASS MOWING, WEEDING, EDGING, AND PRUNING OF SHRUBS AND PLANTS

Scope of Work: The Partner shall provide all labor, supplies, materials, vehicles, equipment, and any other items necessary to satisfy these requirements. Perform maintenance including mowing, trimming, weeding, and pruning. Control undesirable weeds and turf growth. Remove debris from the park and shoreline areas.

General Landscape Maintenance: Plants around buildings, bulletin boards, gatehouses, entrance gates and other landscaped areas should be pruned as necessary. Spring flowering shrubs should be pruned when the flowers fade in the spring before new growth starts. Evergreen shrubs should be pruned between 1 May and 1 July. Deciduous shrubs should be pruned between 1 April and 1 May and between 1 August and 1 September. Basic tools required for pruning are hand shears, pruning saws and lopping shears. Plants should be thinned to encourage bushier growth and dead and broken branches removed. The typical growth habit of individual plants should be retained with as much height and spread as practical. Cuts should be made with sharp instruments and should be flush with the trunk or adjacent branch to ensure elimination of stubs. Cuts should be smooth and at an angle to permit water runoff. Trimmings should be removed from the site.

Weeds and grass should be removed from around ornamental shrubs, trees and ground covers, including the removal of grass and weeds from planter boxes, slopes, and plant beds. Weeds and grass should be removed from plant beds out to the original limits of the bed. Weeds and grass should be removed from around individual trees and shrubs in a circle for a minimum distance of two (2) feet from the base of the plants.

Damage Responsibility: The Partner shall be responsible for any damage to Government or private property, facilities, structures, or landscape features occurring as a result of their operation. The Partner shall be required to satisfactorily rectify notices of damage from the public and to protect the Government from claims resulting from damage caused by their activities, and to make immediate notification to the OPM concerning said damage or injury to any person.

Grass Mowing: Grass should be mowed as necessary, generally from mid-March through mid-October, based on seasonal growth. Litter should be removed from the mowing area prior to starting. Grass in public use areas should not be allowed to exceed eight (8) inches in height prior to mowing. Areas that cannot be cut by machine should be cut with hand-held equipment, such as weed eaters. Grass should be cut no lower than approximately three (3) inches in height. Power mowers should be operated at a safe distance from occupied picnic areas and campsites.

Grass should be neatly trimmed around light poles, campsite barrier posts, trees, shrubs, etc. Care must be taken to prevent damage to plants and structures while trimming. All sidewalks should be edged when necessary. Grass should not grow over surfaces of sidewalks or in sidewalk cracks. Grass clippings should be removed from roadways, sidewalks, campsites, impact areas, playgrounds, shelters, etc., and the premises left in a clean and neat condition.

Impact Areas: The Partner shall mow and/or weed immediately adjacent to impact areas, as necessary, to keep a neat and attractive appearance throughout the recreation season between mid-March and mid-October. Mowing and/or weeding beyond five (5) feet of the designated impact area in non-grassy areas is not required. Herbicide may be used on impact areas to keep weeds from growing on pads and immediately adjacent to campsite impact areas.

Safety: Strictly enforce mowing safety in accordance with applicable safety publications and manufacture's recommendations. Accomplish mowing so as to have minimum impact on visitor use. Direct mower discharge away from persons, vehicles, campsites, etc. Mowing equipment should not be operated unless screens, deflectors, and other safety devices are in place. Original safety devices installed by the manufacturer will not be altered or removed.

Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements: The Partner shall exercise caution to preserve and protect all structures, equipment, and vegetation on or adjacent to the work site. Herbicide spraying and mechanical weed control should not be done so as to damage or kill trees and shrubs, planted or otherwise.

Pre-Season Preparation: Prior to Park openings in the spring, Partner should ensure that all paved roadways, pullouts, impact areas, and picnic areas (including playground impact areas) are cleaned of all leaves, sticks, pine straw, and other debris. Pine straw and leaves are not to be blown into roadway ditches or around sides of impact areas. All debris should be removed from the specified areas and taken to an authorized disposal area.

Plant Litter Removal: During the fall leaf off season, fallen leaf and limb litter should be blown clean with leaf and limb material moved to adjacent wooded areas of the park on a weekly basis.

REMOVAL OF UNDESIRABLE ANIMALS

The Partner shall capture and remove animals within the park that prove to be pests. Animals will be captured alive by the use of traps and other approved methods. Animals will be transported to the animal shelter in the county where the animal was caught.

Enclosure 2

TAB C

Hall County Park & Leisure Staff and Camp Hosts

PARK WELCOME CENTER/GATEHOUSE BUILDING HOURS 10:00AM – 7:00PM

PARK CAMP HOSTS AVAILABLE WHEN PARK WELCOME CENTER/GATEHOUSE NOT STAFFED

BARRIER GATE OPERATING SYSTEM WITH GATE CODES – FUNCTIONAL 24/7 FOR CAMPERS AFTER HOURS ENTRY AND EXIT

MAIN PARK GATES – CLOSED AND LOCKED ONLY DURING COMPLETE PARK CLOSURES

HALL COUNTY GOVERNMENT/HALL COUNTY PARKS & LEISURE EMPLOYEES ARE OBLIGATED TO ABIDE BY THE HALL COUNTY GOVERNMENT EMPLOYEE HANDBOOK AND POLICY GUIDELINES.

CUSTOMER ASSISTANCE, PUBLIC INTERACTION, AND RULE AND REGULATION COMPLIANCE STATEMENT:

The primary role of ALL park staff members is first and foremost to courteously assist visitors and secondly to inform customers of the rules and regulations tactfully and respectfully to gain compliance. Unless otherwise specified, park staff are **NOT** rule and regulation enforcement personnel and shall not argue with, threaten, or badger uncooperative visitors. Park staff shall not attempt to detain, apprehend, or search any visitor or personal property. Park staff shall not use profanity in the presence of the public, project personnel, or contractors. Park staff shall notify and inform the Campgrounds Manager and a Corps Ranger of all problems encountered.

Park staff must be able to interpret and comply with Title 36, CFR, Chapter III, Part 327, “Rules and Regulations Governing Public Use of Corps of Engineers Water Resource Projects,” as well as, park-specific policies, rules and requirements. Park staff shall report to a Corps Ranger and the Campgrounds Manager all accidents, violations of law, disturbances, and situations that could affect the health and/or safety of the visiting public. Serious or life-threatening incidents and/or emergencies shall be reported first to 911 and then to a Corps Ranger and Campgrounds Manager. In the event park staff is unable to contact a Corps Ranger, they shall contact local law enforcement officers, and then report the incident to a Corps Ranger as soon as possible. Corps Rangers will handle each case on its own merit, in accordance with Corps Visitor Assistance Regulations and training. Park staff shall not attempt to direct, manipulate undermine, oppose, impede or “second-guess” decisions made by Corps Rangers.

HALL COUNTY PARKS AND LEISURE STAFF AND OTHER

- **GATEHOUSE/OPERATIONS/CUSTOMER SERVICE - HOURS: 10AM – 7PM DAILY**
Hall County Job Description Attached - **Appendix 1**
Employed Hall County Staff – 4 Part Time >28 hours weekly **HCPL Parks Customer Service Associates** per campground
- **PARK MAINTENANCE - 7:30AM – 4PM MONDAY – FRIDAY**
Hall County Job Description Attached - **Appendix 2**
Employed Hall County Staff - 1 Full Time **HCPL Parks Maintenance Worker** per campground
- **PARKS MAINTENANCE SUPERVISOR - 40 HOURS WEEKLY**
Hall County Job Description Attached - **Appendix 3**
Employed Hall County Staff – 1 Full Time **HCPL Parks Maintenance Supervisor** designated to USACE Campgrounds
- **CAMPGROUNDS MANAGER - 40 HOURS WEEKLY**
Hall County Job Description Attached - **Appendix 4**
Employed Hall County Staff – 1 Full Time **HCPL Campgrounds Manager** designated to USACE Campgrounds
- **FACILITIES SUPERINTENDENT – 40 HOURS WEEKLY**
Hall County Job Description Attached – **Appendix 5**
Employed Hall County Staff – 1 Full Time **HCPL Facilities Superintendent** designated to campgrounds, community centers, and agricultural center
- **PARK ATTENDANT/CAMP HOST - 16 HOURS WEEKLY**
Camp Host Agreement Attached - **Appendix 6**
Park Attendants/Camp Hosts (Ideally a minimum of 2) Monetarily unpaid but compensated volunteers, who are interviewed, selected, have to successfully undergo a background check, and sign an agreement.
- **COOPERATING ASSOCIATION – WILL THIS REMAIN IN PLACE?**
- **LIFE VEST JACKET LOANER STATION – CAN WE MAINTAIN THEM AND THEY BE SELF SERVICE AS THEY ARE AT RIVER FORKS VS IN THE GATEHOUSE/WELCOME CENTER?
DOES SAFE KIDS PROVIDE THE LIFE VESTS FOR THESE PARKS?
WHO PROVIDED THE ACTUAL STATION AT THE PARKS THAT HAVE THE SELF STANDING STATIONS?**

APPENDIX 1

HALL COUNTY
CLASS SPECIFICATION

Job Code: 1183

Date: 03/2018

Grade: 11

JOB TITLE: PARKS CUSTOMER SERVICE ASSOCIATE
FLSA STATUS: NON-EXEMPT
WORKERS COMP: 9102-PARKS
EEO FUNCTION: 6 – NATURAL RESOURCES
EEO CATEGORY: 8 – CRAFT WORKERS
CLASSIFICATION: PART TIME
REPORTS TO: FACILITIES MANAGER/COORDINATOR
DEPARTMENT(S): PARKS AND LEISURE

JOB SUMMARY:

To provide a variety of customer service responsibilities, to include answering phones, greeting customers, providing information and assistance regarding services, procedures, facilities, reservations, program registration, fees, addressing customer concerns, or other issues. Provide clerical and light administrative office tasks, collection of fees or monies, opening and closing facilities, light facilities maintenance, setting up and breaking down of events, maintaining safety and security, and other duties relative to Parks operations and events.

MAJOR JOB RESPONSIBILITIES:

When Assigned to Front Desk:

Provides excellent customer service by greeting visitors and providing information to customer inquiries and requests.

Assists customers with program registration, community center membership, fee collection, and reservations.

Answers telephone and routes calls to appropriate parties and takes messages as needed.

Receives and sorts mail; distributes to appropriate parties.

Light typing and word processing to include emails, orders, memos, and other business documents.

When Assigned to Facilities Supervision:

Responsible for opening and closing facility, which includes scheduled events, facility rentals, evening and weekends.

Monitors facility and maintains order.

Sets up and breaks down room and event set up for customers.

Provides assistance and customer service to the public during events.

Monitors complex for, and maintains safety and security.

APPENDIX 1

Performs light maintenance to ensure complex is neat and orderly.

Assists Facility Coordinator with clerical and administrative duties as needed.

When Assigned to Gatekeeping:

Provides excellent customer service by greeting guests, and providing information to customer inquiries and requests.

Answers telephone and routes calls to appropriate parties and takes messages as needed.

Responsible for handling reservations for campsites, pavilions, event centers.

Responsible for entering reservation information into computerized reservation system.

Monetary responsibilities to include handling and accounting for all fees collected for reservations, general admission fees, and all concession sales; must be able to use cash register and credit/debit card transactions.

Performs accounting functions to include daily deposits, pavilion rentals and reservations, monetary recordkeeping.

Monitors and maintains safety, security, and control of park access.

Is knowledgeable on rules and regulations for a multi-use park with both camping and day use visitors.

Responsible for working independently with limited supervision.

MATERIALS AND EQUIPMENT USED:

Personal Computer

Parks Reservation Software

Telephone Switchboard

Copy/Fax Machine

Credit/Debit Card Terminal

Cash Register

Camera and I.D./Membership Card Software

Light Housekeeping Equipment such as vacuum/broom/mop

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

High School Diploma or GED, or equivalent

Any combination of education, experience, or skill, which provides the minimum level of qualifications stated above.

Licenses and Certifications:

Valid Class C driver's license and satisfactory Motor Vehicle Record (MVR).

Knowledge, Skills and Abilities:

General computer skills to include Microsoft programs, email, and Parks specific reservation software.

Ability to work nights, holidays and weekends.

Excellent customer service and telephone skills to include anticipating needs of customers for information.

Ability to communicate tactfully and courteously with the public and staff members.

Skill in operating a switchboard and receiving/routing multiple telephone calls efficiently and tactfully.

Clerical skills to include light typing and word processing, filing, recordkeeping

APPENDIX 1

Basic accounting skills to include handling monies and collecting and accounting for fees, reservations, concession sales, general admission, membership, recordkeeping, cash/credit/debit card transactions, and daily deposits.

Knowledge of building, grounds, and security systems.

Problem solving skills.

Ability to work independently.

ADA Minimum Qualifications

Physical Ability: Essential functions of this position continuously require the ability to remain in a stationary position (sitting or standing); operate a computer and other office machinery, such as a calculator, copier, printer, telephone. Incumbents must continuously be able to think analytically; handle stress and emotion; concentrate on tasks. Remember names, and other details; examine and observe details; make decisions, and adjust to change. Incumbents must also continuously direct others, meet deadlines, stay organized, use math/calculations, use a keyboard/type.

Essential functions frequently require the ability to move about inside the complex and move and transport items up to 20 lbs.; ability to bend body downward and forward by bending spine and legs. And twisting at the waist, hips, or knees; reach overhead, push, pull, and repetively use hands, arms, legs. Incumbents are frequently required to be on-call and work irregular hours.

Sensory Requirements: Essential functions regularly require the ability to use effective verbal and written communication; and use of hand/eye coordination and fine manipulation to use equipment.

Environmental Factors: Essential functions of this position continuously require the ability to work with others or work alone.

This class specification should not be interpreted as all-inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbent may be requested to perform job-related responsibilities and tasks other than those stated in this specification.

APPENDIX 2

HALL COUNTY
CLASS SPECIFICATION

Job Code: 5115
Date: 06-2012

JOB TITLE: PARKS MAINTENANCE WORKER
FLSA STATUS: NON-EXEMPT
CLASSIFICATION: CIVIL SERVICE
REPORTS TO: PARKS MAINTENANCE SUPERVISOR
DEPARTMENT(S): PARKS AND LEISURE SERVICES
JURISDICTION(S): HALL COUNTY

JOB SUMMARY:

Perform skilled labor as well as manual labor maintaining park grounds and recreation facilities. Operates light to medium size tractor and construction equipment and performs general maintenance, carpentry, plumbing and electrical work.

MAJOR JOB RESPONSIBILITIES:

Operates and maintains tractor with mower attachment, dump truck and other light and medium construction equipment
Performs minor repairs on equipment, mowers, and vehicles
Inspects playgrounds, develops written report of inspections, and performs needed repairs.
Reads and interprets simple plans and blueprints
Performs plumbing, electrical and carpentry construction and maintenance tasks on all park facilities
Paints signs and park buildings and facilities
Cuts grass and trims trees and hedges; plants and maintains grass, shrubs and trees in parks
Cleans park and recreation facilities; cleans pavilions, scrubs toilets, sinks and urinals, sweeps and mops floors, picks up trash, replenish supplies in restrooms
Lines and sets-up football and softball fields according to league rules and regulations; repairs playground equipment; transport tables and chairs and sets-up for events
Assists in the construction and development of park grounds and facilities, hauls dirt, clears trees and brush, builds wooden bridges and park equipment, erects and repairs chain-link fences, etc.
Maintains records and reports
Performs other related duties as required

MATERIALS AND EQUIPMENT USED:

Lawn Mower	Tractor
Bulldozer	Chain Saw
Weed Eater	Dump Truck
Earth Auger	Tillers
Trenchers	Power Hand Tools
Paint Equipment & Supplies	

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Ability to read and write

Two years related experience

Any equivalent combination of education & experience which provides the minimum level of qualifications stated

Licenses and Certifications:

Valid Class I Driver's License and a satisfactory Motor Vehicle Record (MVR).

Knowledge, Skills, and Abilities:

Knowledge of traffic rules and safety precautions.

Skill in the operation of light to medium size construction equipment.

Ability to read and interpret simple plans and blueprints.

Ability to understand and follow oral and written instruction.

Ability to perform skilled repairs and maintenance such as carpentry, electrical and plumbing tasks.

Ability to perform manual labor.

Ability to deal courteously and diplomatically with the public.

ADA Minimum Qualifications:

Physical Ability: Tasks require the ability to exert physical effort in light to moderate work, which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light to moderate weight (25-50 pounds). Duties include the ability to operate a motor vehicle.

Sensory Requirements: Tasks require the ability to communicate orally.

Environmental Factors: Essential functions are regularly performed with exposure to adverse environmental conditions such as weather. Tasks may involve chemicals that require special handling.

This class specification should not be interpreted as all-inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.

APPENDIX 3

**HALL COUNTY
CLASS SPECIFICATION**

Job Code: 5142
Date: 01/02
Grade: CO2017

JOB TITLE: PARKS MAINTENANCE FOREMAN/CO
FLSA STATUS: NON-EXEMPT
WORKERS COMP: 7720-LAW OFFICER
EEO FUNCTION: 11 – CORRECTIONS
EEO CATEGORY: 4 – SERVICE WORKERS
CLASSIFICATION: CIVIL SERVICE
REPORTS TO: PARKS MAINTENANCE SUPERVISOR
DEPARTMENT: PARKS AND LEISURE SERVICES

JOB SUMMARY:

Develops and implements the maintenance of the parks and leisure facilities on a daily, weekly, and seasonal basis. Performs tasks in grounds, vehicle, building, and equipment maintenance and supervises inmates in the performance of maintenance tasks.

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:

Supervises and performs maintenance of parks and leisure facilities including playing fields and courts, picnic and campgrounds and other areas.

Supervises, trains, and evaluates the work and behavior of a crew or crews of inmates.

Assists in developing and administering budget as related to vehicles, equipment, grounds and buildings.

Assists in developing a system for storing tools and supplies/materials to aid inventory.

Operates and performs maintenance on light to medium construction equipment.

Performs general maintenance carpentry, plumbing, and electrical work.

Cleans parks and facilities including sweeping and mopping floors, collecting and removing trash, and cleaning bathrooms.

Maintains grounds, playing fields, and recreational areas by mowing grass, trimming trees and hedges, and planting and maintaining grass, trees, and shrubs.

Assists in the construction and development of park grounds and facilities by hauling dirt, clearing trees and brush, and building bridges, fences, and other equipment.

Regular and predictable attendance is required.

Performs other related tasks as required.

APPENDIX 3

MATERIALS AND EQUIPMENT USED:

Lawn Mowers	Tractors	Bulldozers	Bobcat Loader
Weed Eater	Pressure Washer	Dump Truck	Hole Augers
Trenchers	Tillers	Hand Tools	Chain Saws

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

High School Diploma or GED.

One year related experience.

Any equivalent combination of education and experience which provides the minimum level of qualifications stated herein.

Licenses and Certifications:

Valid Commercial Driver's License Class A and a satisfactory Motor Vehicle Record (MVR).

Must have and maintain Post Certification in order to supervise inmates from the Hall County Correctional Institution on off-site work details.

Must have or obtain pesticide applicator's license.

Due to the safety-sensitive nature of this position, incumbents will be subject to random drug testing.

Knowledge, Skills, and Abilities:

Knowledge of traffic rules and safety precautions.

Skill in the operation of light, medium, and occasionally heavy sized construction equipment.

Ability to understand and follow oral and written instructions.

Ability to perform skilled repairs and maintenance tasks associated with electrical, plumbing, carpentry, and grounds maintenance and upkeep.

Ability to individually and collectively motivate prison inmates within the guidelines of the Hall County Correctional Institution.

Ability to deal courteously and diplomatically with the public.

Ability to perform calculations.

ADA Minimum Requirements:

Physical Ability: Essential functions continuously require the ability to move about by walking; maintain body equilibrium to prevent falling when walking, standing, crouching or navigating narrow, slippery or erratically moving surfaces; repetitively use hands/arms/legs; and move/transport items weighing up to 25lbs. Incumbents must continuously be able to think analytically; concentrate on tasks; remember names and other details; and examine/observe details. Additionally, essential functions continuously require the ability to direct others; operate equipment; and stay organized.

Essential functions frequently require the ability to bend body downward and forward by bending spine and legs, twisting at the waist, hips or knees; reach overhead; push or pull items; and move/transport items weighing between 26lbs and 50lbs. Incumbents must frequently be able to make decisions and adjust to change. Additionally essential functions frequently require the ability to be on-call; work irregular hours (nights/weekends); maintain stamina during workday; and meet deadlines.

APPENDIX 3

Essential functions occasionally require the ability to remain in a stationary position (sitting or standing); move oneself by crawling on hands and knees; ascend and descend ladders, stairs, and ramps; position oneself by crouching or kneeling; and move transport items from 51lbs to over 100lbs. Incumbents must occasionally be able to handle stress and emotions; and discriminate colors. Additionally essential functions occasionally require the ability to attend work related meetings; handle confidential information; use a keyboard or type; and use math/calculations.

Sensory Ability: Essential Functions require the ability to use effective verbal and written communication; and use of hand/eye coordination and fine manipulation to use tools and equipment.

Environmental Factors: Essential functions are continuously performed with exposure to adverse environmental conditions, including inclement weather; extreme hot or cold temperatures; risk of bodily harm from hazards including sharp objects and tools, heavy machinery, and other hazards including traffic; dirty soil/mud; extreme dry environments; fumes, gasses, odors, dust, grease and oil; and wet slippery floors/surfaces

Essential functions are frequently performed with exposure to risk of bodily harm from falling from high or exposed places, and falling objects, biological and chemical hazards; moving mechanical parts; extreme noise; hot temperature devices including burners and hot machine parts; and extreme vibration. Incumbents frequently work alone or with others.

Essential functions are occasionally performed with exposure to risk of bodily harm from electrical hazards; working in constricted spaces; hot temperature devices such as flame torches.

Incumbents regularly must be able to work around equipment/machinery; drive county vehicles and other equipment; and walk on uneven ground.

This class specification should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification

APPENDIX 4

**HALL COUNTY
CLASS SPECIFICATION**

Job Code: 5181
Date: 01/2006
Rev: 02/2018
Grade: 21

JOB TITLE: CAMPGROUNDS MANAGER
FLSA STATUS: EXEMPT
WORKERS COMP: 9102-PARKS
EEO FUNCTION: 6 – NATURAL RESOURCES
EEO CATEGORY: 1 – EXECUTIVE/SENIOR LEVEL OFFICIALS AND MANAGERS
REPORTS TO: MANAGER – RIVER FORKS PARK
DEPARTMENT: PARKS AND LEISURE SERVICES

JOB SUMMARY:

Duties include planning, directing and coordinating daily operations, maintenance, improvements, and expansion of all Hall County Parks & Leisure Campgrounds, jointly managed and solely managed, for the safety and enjoyment of all citizens utilizing the facility.

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:

Manages the day-to-day operations of jointly managed and solely managed campgrounds; planning and directing work of subordinate employees engaged in Park operation and maintenance programs; supervises daily operations of Park and facilities to assure courteous service and safe and proper use of facilities and equipment.

Participates in interviewing, making hiring recommendations, training and scheduling personnel for gate, maintenance and security staff; oversees daily gate operations; formulates gate registrations.

Projects facilities income and recommends adjustments in rates to Parks Facility Superintendent.

Assists in developing and updating park rules and regulations; and assists with the preparation of the annual management and operations budget.

Performs bookkeeping/accounting functions including preparing and making bank deposits; preparing daily report of revenues and balancing revenues with weekly total deposits; maintains and balances daily receipts, clears and reprograms cash register, prepares and totals Visa/MasterCard transactions; prints reports, transmits direct deposits. Files and maintains a variety of reports and records.

Assists with the design, development, and editing of brochures, advertisements and public relations materials; assists with marketing facility to the community, citizen groups, and clubs.

Assists with scheduling of special events and programs.

APPENDIX 4

Assists with preparing written proposals and reports concerning competitive fee schedules, ways to maintain self-sufficiency, promoting park attendance and reaching full capacity.

Expected to work most weekends and holidays during season (March 1- December 31).

Regular and predictable attendance is required.

Performs other related duties as required.

MATERIALS AND EQUIPMENT USED:

Computer	Fax Machine	Credit Card Terminal	Copier
Camera	Cash Register	PA System	

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

High school education, GED or equivalent.

Previous management experience.

Any equivalent combinations of education and experience, which provides the minimum level of qualifications, stated above.

LICENSES AND CERTIFICATIONS:

Valid Class C driver's license and a satisfactory Motor Vehicle Record (MVR).

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of word processing, spreadsheets, database software.

Knowledge of operation and maintenance requirements of a large park or athletic complex.

Knowledge of the principles, practices, and methods of Parks and Recreation activity management.

Knowledge of landscaping, plants, grass, fertilization, weed control, and general beautification, and the proper safety precautions in the work.

Ability to plan, direct, and organizes programs and special events.

Ability to manage and supervise personnel performing a variety of tasks.

Ability to meet with the public and give clear, concise information.

Ability to communicate effectively, both orally and in writing.

Ability to establish and maintain effective working relationships with employees, contractors, and the public.

APPENDIX 4

ADA Minimum Qualifications:

Physical Ability: Essential functions of this position continuously require the ability to remain in a stationary position (sitting or standing); operate a computer and other office machinery, such as a calculator, copier, and printer. Incumbents must continuously be able to think analytically; handle stress and emotion, concentrate on tasks, remember names and other details; examine and observe details; make decisions, and adjust to change. Incumbents must also continuously direct others; meet deadlines; stay organized; use math/calculations and use a keyboard/type.

Essential Functions frequently require the ability to move about inside the office; and move/transport items up to 10lbs.

Essential functions occasionally require the ability to bend body downward and forward by bending spine and legs, and twisting at the waist, hips or knees; reach overhead; push or pull; and repetitively use hands/arms/legs. Incumbents in this position are occasionally required to be on-call and work irregular hours.

Sensory Requirements: Essential functions regularly require the ability to use effective verbal and written communication; and use of hand/eye coordination and fine manipulation to use equipment.

Environmental Factors: Essential functions of this position continuously require the ability to either work with others or work alone.

This class specification should not be interpreted as all-inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.

Appendix 5

HALL COUNTY CLASS SPECIFICATION

Job Code: xxxxx

Date: Feb. 2023

JOB TITLE: FACILITIES SUPERINTENDENT

FLSA STATUS: EXEMPT

CLASSIFICATION: CIVIL SERVICE

REPORTS TO: DIRECTOR – PARKS & COMMUNITY SERVICES

DEPARTMENT(S): PARKS MARINA, PARKS AND LEISURE SERVICES, AGRICULTURAL CENTER

JURISDICTION(S): HALL COUNTY

JOB SUMMARY:

Plan, organize and implement the operations, staffing and activity of the Hall County Parks and Leisure Services' Facilities Division; assist in development and preparation of annual preliminary budget and capital project requests for Parks and Leisure Services; train, supervise and evaluate the performance of assigned personnel.

MAJOR JOB RESPONSIBILITIES:

Plan, organize and oversee the implementation of operations and activities of Parks and Leisure Services Facilities Division, including all campgrounds, community centers and the Chicopee Woods Agricultural Center.

Develop and implement goals, objectives, policies and priorities for the Facilities Division; assess and analyze programs and services to determine improvements as needed for new programs or modifications of existing programs.

Direct and coordinate the work plan and work flow for assigned staff; assign work activities and projects; review and evaluate methods and procedures, including customer service and service delivery effectiveness.

Train, supervise and evaluate the performance of assigned staff; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions.

Provide technical expertise, information and assistance to Department Director regarding assigned functions; assist in the formulation and development of policies, procedures and programs.

Participate in the development and administration of the annual budget and capital projects requests; analyze and review budgetary and financial data; forecast funds needed for staffing, equipment, materials and supplies; make recommendations and adjustments to budget as necessary; conduct inventories and order equipment and materials for recreation programs and athletics.

Prepare and provide complex reports, correspondence and staff reports to Department Director.

Make oral presentations and participate in organizational and community group meetings; respond to questions and inquiries; investigate complaints and address program incident reports.

Participate in public relations and marketing efforts to promote facilities, and classes to provide outreach to schools, non-profit organizations, citizens and community groups.

Communicate with other management, personnel and outside organizations to coordinate activities and programs, resolve issues and conflicts and exchange information.

Coordinate maintenance activities with Parks Maintenance Superintendent, assisting with quality assurance; ensure compliance with applicable rules, policies and procedures.

Develop rules and regulations for facilities.

Provide administrative support to the Department Director and interdepartmental support on various projects including capital projects, park development and planning, and facility management.

Attend, schedule and conduct a variety of meetings as assigned; plan and conduct staff trainings

Appendix 5

MATERIALS AND EQUIPMENT USED:

Office equipment, including computer

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Certified Parks and Recreation Professional (required)

Five years related experience, including two in supervisory role (required)

Bachelor's degree in Recreation, Business, Public Administration or related field (preferred)

One year of experience managing US Army Corps of Engineers properties (preferred)

Any equivalent combination of education & experience which provides the minimum level of qualifications stated

Licenses and Certifications:

Valid Class I Driver's License and a satisfactory Motor Vehicle Record (MVR).

Knowledge, Skills, and Abilities:

Knowledge of management of park facility programs and services

Knowledge of procedures for planning, implementing and maintaining a variety of community and facility activities, events and programs

Knowledge of principles and practices of facility administration including budgeting, marketing, purchasing and program needs forecasting

Knowledge of principles and techniques used in supervision, training and performance evaluation

Demonstrated ability to coordinate multiple projects, programs and cooperative ventures

Demonstrated ability to work independently with little supervision

Oral and written communication skills

Interpersonal skills using tact, patience and courtesy

Operation of computer and assigned software

ADA Minimum Qualifications:

Physical Ability: Tasks require the ability to exert physical effort in light to moderate work, which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light to moderate weight (25-50 pounds). Duties include the ability to operate a motor vehicle.

Sensory Requirements: Tasks require the ability to communicate orally.

Environmental Factors: Essential functions are regularly performed with exposure to adverse environmental conditions such as weather. Tasks may involve chemicals that require special handling.

This class specification should not be interpreted as all-inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.

Appendix 6

Hall County Parks & Leisure – Mission Statement:

When you're ready to play, come to Hall County Parks and Leisure Services. Our mission is to develop, maintain and provide a variety of quality and affordable recreational opportunities and services for all residents in a courteous and efficient manner.

Camp Host Role:

Camp hosts play an important role in a park and campground's operations. They are an internal extension of the park working and living alongside its visitors. The interactions between the camp host and a visitor are extremely important, as they can leave a long lasting impression upon a guest.

We are here to serve our guests and the community. Our goal is to provide everyone with a wonderful recreational experience whether it be camping, day use, utilizing the amenities of our park, hosting/attending an event, meeting or field trip. As a team, we strive to meet this goal by providing exceptional customer service, keeping a clean, well maintained, safe environment, and wanting to leave everyone feeling positive about their experience after visiting.

Camp Host Responsibilities:

- Maintain campsites for arrivals i.e. blow off pads, clean out fire pits and grills, pick up loose litter, weed eating etc.
- Maintain bathrooms i.e. restock supplies, clean, sweep, mop and empty trash as needed.
- Pick up litter throughout the park and shoreline.
- Inspect and clean up as necessary at the end of each day. i.e. beach area, playgrounds, pavilions, boat ramp (Day use and facility rental areas as applicable)
- Assist with opening up, shutting down and locking up before and after events. (As applicable)
- Assist guests with questions and concerns.
- Assist office/gate staff when needed (gate code changes, storm awareness, check on site departures etc.)
- Assist in monitoring the park and campground areas. **Report** any incidents, accidents, emergencies or rule infractions to the Corps Ranger and Campgrounds Manager. For all emergencies call 911 first.
- During the winter months (December – February) park projects.
- Maintain their campsite in an orderly and clean fashion, follow the rules, regulations and guidelines of the park, and set a good example for other visitors.
- Mowing within the park & campground

Camp Host Commitment:

- 16 hours per week (A couple can split the time) - 4 days per week - for a **minimum** term of 4 months

March – June

July – October

November – February (Closed the week of Christmas)

Appendix 6

Camp Host Compensation:

- **No monetary compensation will be provided for these services.**
- A designated campsite will be provided to the camp host/s which will include water, electricity, and septic services during their time of service.
- Use of the park and its amenities.

Term of Agreement:

This camp host agreement is between Hall County Government, Hall County Parks & Leisure,
_____ Campground, and the camp host/s indicated herein:

For the term of _____ through _____. Either party may however, terminate this agreement upon fourteen (14) days written notice to the other party. The agreement may be terminated immediately if the camp host role and responsibilities are not being met.

Waiver of Liability:

I THE UNDERSIGNED, ASSUME ALL RISKS AND HAZARDS INCIDENTAL TO PARTICIPATION AS CAMP HOST, INCLUDING TRANSPORTATION WHILE FULFILLING THIS ROLE, AND DO HEREBY, FOR MYSELF, MY CHILD, MY HEIRS, EXECUTORS, AND ADMINISTRATORS, WAIVE, RELEASE, ABSOLVE, INDEMNIFY AND AGREE TO HOLD HARMLESS THE UNITED STATES ARMY CORP OF ENGINEERS, HALL COUNTY GOVERNMENT, HALL COUNTY PARKS & LEISURE SERVICES DEPARTMENT AND THEIR REPRESENTATIVES, AFFILIATED ASSOCIATIONS, OFFICERS, AND PARK GUESTS FOR ANY AND ALL INJURIES AND DAMAGES SUFFERED BY MYSELF, MY FAMILY OR MY CHILD IN CONNECTION WITH THE POSITION.

I CERTIFY TO THE BEST OF MY KNOWLEDGE THAT I/WE ARE PHYSICALLY AND MENTALLY CAPABLE OF PERFORMING THE RESPONSIBILITIES AND DUTIES ASSOCIATED WITH THE ROLE OF CAMP HOST. I/WE HAVE NOT BEEN ADVISED BY A MEDICAL PROFESSIONAL TO OBSTAIN FROM THESE TYPE OF ACTIVITIES.

I UNDERSTAND THAT THE OFFER FOR THIS POSITION IS CONTINGENT UPON A FAVORABLE BACKGROUND CHECK, AND I CONSENT/AGREE TO A BACKGROUND CHECK.

Signature Date

Signature Date

Camp Host Name Printed

Camp Host Name Printed

Signature Date

Signature Date

Director/Asst. Director Parks & Leisure

Campgrounds Manager



AGENDA ITEM

Fire Rescue

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 564/2023

SUBJECT: Approve the ratification of the application and award of the FY 2024 Georgia Trauma Commission EMS Trauma Equipment Grant for Fire Rescue for emergency medical equipment in the amount of \$16,396.89, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: JS
Recommendation: Approval.

Purpose of Request: Approve the ratification of the application and award of the FY 2024 Georgia Trauma Commission EMS Trauma Equipment Grant for Fire Rescue for emergency medical equipment in the amount of \$16,396.89, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. No match is required.

History: Hall County's Fire and Emergency Services has received the Trauma Grant since 2001.

Facts and Issues: The Georgia Trauma Care Network Commission (GTCNC) through the Subcommittee has approved a grant award opportunity using FY24 funding for EMS agencies for funds to be used for purchases of Trauma Related Equipment to equip ambulances. These funds are distributed on a reimbursement basis only. The grant amount is based on \$745.31 per ambulance. This amount is set by the Georgia Trauma Care Network Commission (GTCNC).

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:

Grants	submit	approve	Grants
PS	JS	JS	SG
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

Trauma Application
 Trauma Award Letter



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

AGENDA ITEM 564/2023

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
24	250-MULTIPLE GRANT FUND	3630-EMS	334110-STATE€OPERATING DIRECT	\$-16,396.89
24	250-MULTIPLE GRANT FUND	3630-EMS	531100-GENERAL SUPPLIES AND MATERIALS	\$16,396.89

Additional Information/Comments:

Contact for Questions: BO

Phone:

(770) 533-7234

ATTACHMENT A



GEORGIA TRAUMA COMMISSION

GEORGIA TRAUMA COMMISSION EMS TRAUMA-RELATED EQUIPMENT GRANT APPLICATION FORM			
Name of Grant: FY 2024 EMS GTCNC EMS Trauma Related Equipment Grant			
Applying Organization Legal Name: Hall Co. Fire Rescue			
Doing Business As "DBA" (if differs from Legal Name):			
Mailing Address: PO Box 907730			
Payment Address*: PO Box 907730 <i>*Address must be verified & approved by State of Georgia.</i>			
City: Gainesville	State: GA	ZIP Code: 30501	County: Hall
Phone: 770-531-6838	Fax: 770-531-6845	E-mail: bogletree@hallcounty.org	
Federal Tax ID Number:		586000836	
GA EMS Provider License Number:		069-07	
EMS DIRECTOR OF APPLYING ORGANIZATION			
Name/Title: Interim Fire Chief Jerry Smith			
Phone: 770-531-6838		E-mail: jesmith@hallcounty.org	
CONTACT FOR FURTHER INFORMATION ON APPLICATION (If Different from Person(s) listed above)			
Name/Title: Hall County Finance, Grants Division			
Phone: 770-535-5503		E-mail: sgreen@hallcounty.org	
Please answer each question:			
QUESTION	ANSWER FIELD		
Is the original signed and notarized affidavit listing and affirming all seven (7) conditions detailed in Attachment B and on the Applying Organization's letterhead included in this completed application?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Does the Applying Organization understand and agree to comply with the eligible equipment parameters detailed in Attachment B of the grant documents?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	
Total number of licensed ambulances for applying organization?	Total Number: <u>22</u>		
Number of "peak demand staffed" 911 response ambulances for this 911 zone? <i>Peak Demand Staffed: The peak number of ambulances that are scheduled and staffed on a consistent basis.</i>	"Peak Demand Staffed" Number: <u>16</u>		
For which county is the Applying Organization requesting funds? <i>*A separate application is required for each county</i>	County: <u>HALL</u>		
<i>I certify the information contained in the submitted application is true and accurate to the best of my knowledge and that I have submitted this application on behalf of the Applying Organization.</i>			
SIGNATURE:	TITLE:	DATE:	

All awarded funds are State Funds.

6. Applying organization agrees to make available, at all reasonable times during FY 2024, the records for inspection or audit by a duly authorized representative appointed by the Commission or the Georgia State Auditor.
7. Applying organization shall preserve and make available its records for a period of five (5) years from the date of final payment under this agreement or for such period (if any) as is required by applicable statute.

AFFIDAVIT OF AUTHORIZED AGENT

Personally appeared before me, the undersigned officer duly authorized to administer oaths, the affiant, after being duly sworn, stated under oath as follows:

1. THAT the affiant is the Authorized Agent for the Applying Organization, is over the age of eighteen years, and has personal knowledge of the facts contained in this Affidavit.
2. THAT the Applying Organization is the zoned 911 provider in the County for which grant funds are requested.
3. THAT the Applying Organization understands that peak staffed 911 response ambulance means the peak number of ambulances that are scheduled and staffed on a consistent basis.

_____ Date: _____
Signature of Affiant

State of Georgia
County of Hall
Signed and sworn to (or affirmed) before me on _____
Date
by _____,
Printed name(s) of individual(s) making statement
who proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.
 Personally Known or
 Produced Identification
Type of ID _____

Signature of notary public

(Name of notary, typed, stamped or printed)

Notary Public State of Georgia

My commission expires: _____

Stamp/Seal



GEORGIA TRAUMA COMMISSION

October 1, 2023

Notice of Grant Awards for EMS Trauma-Related Equipment for FY 2024 GTCNC Budget

The Georgia Trauma Commission (GTC) is offering a grant award opportunity for the FY 2024 funding cycle to purchase trauma-related equipment to equip 911-response ambulances. The EMS Committee of the GTC approved a total allocation of **\$1,123,932.44** for this grant. The Department of Public Health, Office of EMS and Trauma (DPH OEMST) determines the vehicle counts per 911-zone provider. The FY 2024 total vehicle count is **1,508**, which will provide up to **\$745.31**, per ambulance (Attachment D). If you observe a discrepancy in the number of 911 ambulances for your agency, please advise us, and we will coordinate with DPH OEMST and the GTC EMS Committee and may be able to adjust the counts in future grant opportunities.

Funds must be used by the GRANTEE to purchase equipment on one or more of the following GTC EMS Committee-approved lists (Attachment C): 1. GTC EMS Committee-approved list; 2. Georgia DPH OEMST ground ambulance vehicle inspection form (v2.00 08/01/2022); 3. 2020 Joint Position Statement.

Completed grant applications (Attachment A) must be submitted, along with a notarized affidavit (Attachment B), to gtcbusinessops@gtc.ga.gov on or before **October 31, 2023**. Applications received after this date will be returned to the sender. The GTC will submit Approved applications to the Georgia Department of Public Health Accounts Payable. Grantees should receive payment before 30 November 2023. During the course of the grant cycle, the GTC will notify agencies of their grant application status (receipt of application, approval for payment, and final payment details).

We look forward to serving the EMS community with this grant award opportunity. If you have any questions, please feel free to contact the GTC office at 706-841-2800.

Sincerely,

Elizabeth Atkins

Elizabeth V. Atkins, MSN, RN, TCRN
Executive Director, Georgia Trauma Care Network Commission
706-841-2800 | elizabeth.atkins@gtc.ga.gov

Enclosures: Attachments A, B, C, and D



AGENDA ITEM

Northeastern Judicial Circuit

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 555/2023

SUBJECT: Approve the ratification of the application of the Criminal Justice Coordinating Council's (CJCC) Accountability Court Funding FY 2024 Enhancement and Innovation Grant for Treatment Services to provide additional substance use, mental health and ancillary services to program participants in the amount of \$114,455.22, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A cash match of \$15,607.53 is required.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: JE

Recommendation:
Approval.

Purpose of Request:

Approve the ratification of the application of the Accountability Court Funding FY 2024 Enhancement and Innovation Grant for Treatment Services to provide additional substance use, mental health and ancillary services to program participants in the amount of \$114,455.22, and if awarded, appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related application and award documents. A cash match of \$15,607.53 is required.

History:

This will be Hall County Treatment Services Department's third year applying for the additional funding.

Facts and Issues:

Options:

Treatment Services is seeking grant funding through the Enhancement and Innovation Grant to fund a full-time case manager and counselor position in order to expand our services and enroll eligible participants at a faster rate. This request includes one new position in position control upon grant award. In response to continued census increase, Treatment Services will realign programming beginning in 2024 to better serve program participant needs. Additionally, we will work with local RCO's to provide peer services to our participant in an effort to promote long-term recovery from substance use. Funding is also requested to provide HEAT training to program staff to better serve our African-American males and those who identify with black culture. Funding will also provide pharmacogenetic testing for program participants and purchase a permanent medication disposal box in the courthouse.

Funding Requested \$ 15,608.00
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? Yes
Is there a deadline for this item?

Approvals:

Grants	Submit	Approve	Grants
PS	JE	KM	PS
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- Enhancement and Innovation Narrative
- FY24 Enhancement and Innovation Solicitation



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

AGENDA ITEM 555/2023

Funds Requested: \$ 15,608.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
24	250-MULTIPLE GRANT FUND	2161-DRUG COURT	334110-STATE OPERATING DIRECT	\$-114,455.00
24	250-MULTIPLE GRANT FUND	2161-DRUG COURT	511100-SALARIES	\$84,837.00
24	250-MULTIPLE GRANT FUND	2161-DRUG COURT	521000-PROFESSIONAL SERVICES	\$13,470.00
24	250-MULTIPLE GRANT FUND	2161-DRUG COURT	531100-GENERAL SUPPLIES AND MATERIALS	\$1,128.00
24	250-MULTIPLE GRANT FUND	2161-DRUG COURT	523700-EDUCATION AND TRAINING	\$15,020.00
24	100-GENERAL FUND	2161-DRUG COURT	511100-SALARIES	\$15,608.00

Budget Transfer Items:

Additional Information/Comments:

The period of performance is January 1, 2024 to June 30, 2024.

Contact for Questions: JE

Phone:

770-532-1895

Accountability Court Funding Program FY'24 Enhancement and Innovation Grant Proposal

Department: Treatment Services

Program to be served by grant: Hall County Drug Court, Hall County H.E.L.P. Program and Veterans Treatment Court, Hall County DUI Court, Hall County Family Treatment Court, and Hall County Parental Accountability Court

Grant Solicitation Release Date: September 6, 2023

Grant Application Deadline: September 29, 2023

Total Budget Request: \$114,455.22

Match Requirement: 12% cash match total (based on CJCC calculation) \$15,607.53

Project Description

In an effort to better utilize resources across all of our accountability court programs, our agency will restructure the Hall County Drug Court program and Hall County H.E.L.P. Program (Mental Health and Veterans Court) beginning in January 2024. The major component of this restructure will be to create a new "Co-occurring Track" to target individuals with co-occurring substance use and mental health disorders. Dual-diagnosis participants who are enrolled in any accountability court in Hall County shall be referred to this new Co-occurring Track. Currently, the Hall County H.E.L.P Program has a capacity of 90 participants and 72% of participants are considered dual-diagnosis. In the restructure, the H.E.L.P Program will retain its SPMI Track (Severe and Persistent Mental Illness) and Veterans Track and will add this new Co-Occurring Track. Currently, 11% of Hall County Drug Court participants qualify as co-occurring and will transfer out of the Drug Court and into the new H.E.L.P Program Co-occurring Track in January. By making these changes, we will be able to better share treatment resources across the agency and best address the treatment needs of our participants. Following the restructure, the Hall County H.E.L.P. Program would have three distinct tracks: SPMI, Veterans, and Co-occurring. The Hall County Drug Court program would have three distinct tracks: Alpha Track (high-risk/high-need), Bravo Track (moderate-risk/moderate need), and the REACT Track (high-risk prison re-entry). We anticipate the new Co-occurring Track to have an immediate census of over 70 participants who meet the clinical criteria for dual-diagnosis and the track will have a general capacity of 90 participants/

The REACT Track re-entry program was absorbed into the Hall County Drug Court program in February 2023. Potential participants are identified for the REACT Track while incarcerated in the Georgia Department of Corrections prison system. Individuals complete the RSAT program at our local Correctional Institute and when they are transferred to the Transitional Center, they officially enroll in the Drug Court - REACT Track. Since February, the REACT Track is averaging 4 new enrollments per month and currently has a census of 21 participants with a projected census cap at 40 participants.

As a result of this restructuring, we are seeking grant funding through the Enhancement and Innovation Grant to fund a full-time case manager for the new Co-occurring Track of the H.E.L.P. Program as the immediate census beginning in January will be 73 participants. Our existing H.E.L.P Program case manager would remain assigned to the SPMI and Veterans Tracks of the program. We are also seeking funding for a full-time counselor for the REACT Track of Drug Court. With the projected census numbers of 40 REACT participants, and the unique challenges of the re-entry population, we will require a

dedicated full-time counselor for providing appropriate treatment dosage and clinical case management services.

We are seeking funding to provide peer support to be shared among all of our accountability court participants. Our agency currently utilizes peer support individuals for our mental health court program and the results of this relationship have had a profound impact on rapport with clients and trust in the program. We are seeking to expand our MOU with our local RCO, J's Place Recovery to fund CARES peer support specialists to all programs to help promote long-term recovery from substance use. These peer support individuals will assist our courts with recovery coaching, aftercare planning, case management, and support services within our community.

We are requesting funding to partner with ProGeneX to provide pharmacogenetics testing for participants. Research indicates that many individuals go through lengthy trial-and-error processes in order to find medications that work best for their genetic makeup. Pharmacogenetics testing detects potential drug interactions and risks, individual estimated metabolism rate and direct relation to mental health and other prescribed medications. Nearly 42% of our participant population is diagnosed with co-occurring mental health and substance use disorders. Many of our participants spend months going back and forth with their doctors to find the proper medication dosage to best address their symptoms and oftentimes experience adverse side effects along the way. Grant funding will allow us to provide this specialty testing for approximately 30 participants to serve as a pilot project in our jurisdiction. It is our belief that this service will assist willing and qualified participants in eliminating unnecessary medication trials and stabilize their treatment at a much faster rate thus reducing relapse and recidivism rates at the front end of treatment enrollment.

We are requesting funding to train 12 counselors within our agency in the Habilitation Empowerment Accountability Training (HEAT) curriculum to better serve our African-American males and those participants who identify with black culture. Research has shown that the HEAT curriculum improves retention and those who complete the curriculum graduate at substantially higher rates than those who do not. Our census data indicates that 10% of the participants receiving services from our agency are African American males. After participation in the RED Assessment, the Hall County H.E.L.P. Program is currently receiving technical assistance through American University on ways to improve outcomes for minority populations in the program. Having counselors trained in an evidence-based treatment curriculum such as HEAT would allow our agency to reach our goals of providing culturally competent and responsive services for our participants, thus enhancing participant outcomes and improving recidivism. Our request includes travel costs for HEAT facilitators to come to our agency to train our staff, costs of workbooks, and certification costs for staff.

Rx Disposal: As we continue to see increased rates of prescription drug abuse in our programs, we are seeking funding to secure a permanent medication disposal box at our location so our staff can supervise the safe disposal of unwanted and/or expired medications. Our data indicates that 9% of our participants are primary opioid users and over 50% of participants are considered polysubstance users with regular opioid use.

Needs Statement

As the Hall County H.E.L.P. program has grown 30% and the Drug Court program has grown 8% since December 2022, the need has arisen to restructure the program and allocate resources according to the treatment needs of the participants.

Since the Hall County Drug Court and Hall County H.E.L.P. Program have coexisted since 2006, both programs have treated similar co-occurring populations in each program, often duplicating resources per program. The creation of the H.E.L.P. Program Co-occurring Track will eliminate the need for duplicating treatment resources as all participants who meet the criteria for a co-occurring disorder will fall under one track and we will be able to consolidate group counseling schedules and better utilize our treatment staff. The creation of the new Co-Occurring Track will increase the H.E.L.P. Program's capacity by 67%, and will require the addition of a full-time case manager to track participant progress. Funding through this grant would alleviate much pressure on our program by providing much needed personnel and would cover all salary and fringe costs for January-June 2024.

The REACT Track is an innovative partnership between the Hall County Drug Court program, the Department of Community Supervision and the Department of Corrections. The REACT Track targets high-risk offenders who are returning from the state prison system and is designed to assist participants with community and recovery resources, as well as enhanced structure and accountability as they reach probation/parole status through DCS. Funding for a full-time REACT counselor would provide participants with the specialized counseling services and re-entry planning needed for this population. Grant funding would cover all salary and fringe costs for January-June 2024.

All of our accountability court programs could greatly benefit from the services of certified peer recovery specialists to encourage long-term community recovery support services. By partnering with our local RCO, we will be able to provide enhanced services to our participants and help them build connections with individuals who have a shared lived-experience and who can help them navigate struggles in their recovery journey. For these services, we would request funding for 8 hours of peer recovery services per week, provided by the RCO. Our objective is to connect participants with a peer-led group upon enrollment and again prior to graduation for added support in their recovery.

We are seeking approved funding to begin specialty pharmacogenetic testing for those participants diagnosed with mental health disorders. Our programs indicate that 42% of enrolled participants are diagnosed with co-occurring substance use and mental health disorders. Oftentimes, we see an increase in relapse and program infractions at the onset of treatment enrollment most of which are directly tied to instability with mental health. By partnering with ProGene-X, we will provide pharmacogenetic testing to approximately 30 participants which will help identify genetic markers and generate individualized reports for metabolic rates, drug interaction indicators, and other factors to better identify appropriate mental health medication and dosing by their medical physician. We believe this unique service will assist participants in achieving medication stability at much faster rates thereby decreasing relapse and recidivism rates.

As the results of the Project Red Assessment indicate, our courts could greatly benefit from culturally responsive treatment options for our participants. In general, our accountability court programs, and programs across the nation, have historically less successful outcomes for young African American

males. We believe that access to this curriculum will improve treatment engagement and lead to positive program outcomes for this target demographic.

Grant funding for a permanent medication disposal box would allow our programs to better monitor access to unapproved or expired medications by participants. Our treatment staff currently meet with clients to conduct medication counts on all mood-altering prescribed medications and having a disposal box would allow staff to have a greater degree of certainty that medications are being disposed of properly. We anticipate that access to these medication disposal boxes will result in decreased relapse on old medications and a safer home environment for family members and children.

Project Goals

1. Accommodate case management needs of newly formed “Co-Occurring Track” with an anticipated census of 70-90 participants. By hiring another full-time case manager, we will be able to serve all participants effectively as the entire census among all three H.E.L.P. Program tracks is projected to expand to 150 participants.
2. Accommodate the unique counseling needs of the REACT Track of the Hall County Drug Court program. Individuals who are returning into the community following an extended incarceration require additional services. By hiring a full-time counselor, we will be able to facilitate REACT re-entry treatment groups and individual counseling sessions for these participants.
3. Successfully incorporate peer services into wider operation of all of our accountability court programs. Having the ability to connect our participants to peer services will increase the likelihood of long-term recovery support and reduce recidivism.
4. Decrease trial-and-error related to mental health medications and dosing by providing pharmacogenetics testing for eligible participants. By identifying appropriate medications based on genetic markers, participants will be able to establish effective treatment plans with their medical doctor and achieve mental health stability at a faster rate thus decreasing rates of recidivism and relapse at the onset of treatment enrollment.
5. Incorporate evidence-based, culturally responsive programming for young African American males in our accountability court programs. The HEAT curriculum has been shown to increase program retention for young African American men and is structured to promote positive community engagement from an Afrocentric perspective.
6. Increase access to safe medication disposal options for all accountability court participants, especially those who have been diagnosed with an Opioid Use Disorder and increase supervision and accountability for unused and expired medications.

Project Activities and Services

Funding will pay for a full-time case manager position with the Hall Co. HELP Program to address the restructuring of the program and the addition of the new Co-Occurring Track. Funding of this position will allow the program to immediately increase by 67%. Funding will pay for a full-time counselor position with the Hall County Drug Court devoted to the growing REACT Track, an innovative reentry track to target high-risk/high-need individuals returning from the state prison system. This position will have an immediate caseload of 21 participants, with the capacity to increase to 40 participants within the year. Funding will support access to peer recovery resources for our accountability participants for approximately 8 hours per week as agreed with our local RCO. Funding will pay for pharmacogenetic

testing for eligible participants to develop appropriate medication and treatment plans thus reducing relapse and recidivism rates at the onset of program enrollment. These projects provide a direct cost-savings to our county and allows for more immediate access to treatment to participants. Funding will pay for 12 counselors to be trained in the HEAT curriculum, thus addressing the need to provide more culturally responsive services in our programs per the RED Assessment Tool. Funding will purchase a medication disposal box for all participants to access in order to safely dispose of unused or expired medications, thus reducing the likelihood of relapse on those medications.

Resources Needed

This grant will allow us to establish an additional full-time case manager for the Hall County H.E.L.P. Program and help us provide immediate case management services to the newly formed Co-Occurring with an immediate projected census of 73 participants. This grant will allow us to establish a full-time counselor devoted to our growing REACT Track of the Hall County Drug Court program. The current REACT census is 21 participants and expected to double within the year based on enrollment numbers. Additionally, funding is needing to strategically incorporate and integrate peer services into the fabric of our accountability court programs, provide specialty testing for program participants to address mental health medication needs, incorporate an evidence-based culturally responsive curriculum for African American males, and provide a central location to safely dispose of unused or expired medications.

*We will use salary for a county funded position as match for this grant. Hailey Solomon, Drug Court Lead Counselor (Dept. 163).

BRIAN P. KEMP
GOVERNOR



JAY NEAL
DIRECTOR

At the direction of the Funding Committee under the Council of Accountability Court Judges (CACJ) the Criminal Justice Coordinating Council (CJCC) is pleased to announce that it is seeking applications for **competitive funding** for qualified existing Accountability Courts in the State of Georgia.

State of Georgia
Accountability Court Funding Program FY'24 Enhancement and Innovation Proposal
Solicitation Packet

Eligibility

Applicants are limited to existing Accountability Courts. Adult Felony Drug Court, Adult Mental Health Court, and Veterans Treatment Court submissions are limited to one application per circuit, per court type. State and Juvenile Court submissions are limited to one application per county, per court type (i.e., DUI, Family Dependency Treatment, Juvenile Drug, or Juvenile Mental Health Court).

Deadline

Applications are due by 5:00 p.m. on Friday, September 29, 2023

Available Funding

The amount available for distribution has been determined by the legislature during the 2023 session. **There is a 12% cash match requirement.**

For **existing courts** applying for this grant period, grant requests will be prioritized for courts that can demonstrate that funds would be used to enhance operations or to implement innovative accountability court practices. Requests for enhancement funds must show the court's ability to increase or improve the quality, value, or extent of current operations. Innovation proposals must introduce creative strategies that will advance the court.

Award Period

January 1, 2024 through June 30, 2024

Release Date: September 5, 2023

THIS GRANT IS *NOT* INTENDED TO FUND YOUR PROGRAM 100%.

State of Georgia **Accountability Court Funding Program** **FY'24 Enhancement and Innovation Solicitation Packet**

SECTION I: OVERVIEW AND INSTRUCTIONS

Criminal Justice Coordinating Council

The Criminal Justice Coordinating Council (CJCC) is designated by the Governor of Georgia as the State Administering Agency for criminal justice and victims' assistance programs. Created by the General Assembly (O.C.G.A. § 35-6A-2), the Council is comprised of twenty-seven members representing various components of the criminal justice system.

Overview of the State of Georgia's Accountability Court Funding Program

The Council of Accountability Court of Judge (CACJ) was created in 2015 by the Georgia Legislature and by Governor Nathan Deal to provide courts with the critical funding necessary to support the growth of Accountability Courts in Georgia to reduce the prison population.

How to Apply

Interested applicants should review the FY'24 Enhancement and Innovation Solicitation Packet in its entirety, and submit the completed application, including the requested information and all required attachments, using the link on the Council's website at cjcc.georgia.gov on or before 5 p.m., September 29, 2023. **The applicable form for existing is the only acceptable formats for submitting the narratives and budget for this funding year. It is recommended that applicants allow adequate time to complete the application. Applications must be submitted using the required format; scanned or handwritten copies of the application will not be accepted.** Any application that does not adequately answer all applicable questions will be considered incomplete and will not be reviewed for funding.

Match Requirement (12% CASH match)

Applicants must identify the source of the 10 percent non-state portion of the total project costs and how they will use match funds. Match is restricted to the same uses of funds as allowed for the state funds. Applicants may satisfy this match requirement with cash only (no in-kind services).

Match Waiver: The CACJ may waive the match requirement upon a determination of fiscal hardship. **To be considered for a waiver of match, a letter of request signed by the Authorized Representative or Program Judge must be submitted with the grant application defining the fiscal hardship.** Fiscal hardship is defined in terms related to reductions in overall budgets, furloughs, or reductions in force of staff or other similar documented actions by the local governing authority which have resulted in severe budget reductions. A match waiver request must be submitted as a separate attachment to the application and titled as the “*Match Waiver.*”

NOTE: You do NOT need to match every item you are requesting but must supply a 10% match in the overall budget request. The match must be from one of the allowable categories.

The formula for calculating the match is: Requested Grant Amount multiplied by 12 then divided by 88 = Required Match

Example:

12% match requirement: for a state award amount of \$100,000, match would be calculated as follows:

$$\text{State Award} \times 12/88 = \text{Match}$$

$$\text{Ex. } \$100,000 \times 12/88 = \$13,363.36$$

SECTION II: SOLICITATION PROCESS

Please read and understand the Certification for Accountability Court Funding attachment before completing the application. All accountability courts shall attend training and submit a proposed budget/narrative for all funds requested through this grant.

Existing Courts

Complete all sections of the application, unless noted otherwise.

Application Review

Applications will be reviewed and assessed by the CACJ Funding Committee members and its designated representatives who will consider the following:

1. Past compliance with all financial and programmatic reporting requirements.

2. Overall quality and completeness of the application.
3. Demonstration of clear, measurable, and appropriate standards.
4. Demonstration of need including geographic location, local demographics, local statistics, other financial resources, etc.:
5. Adequate correlation between the cost of the project and the objective(s) to be achieved; and
6. Sharing resources among each accountability court within the circuit is strongly encouraged. All applications within each circuit will be reviewed together.

Only complete applications received by the deadline will be reviewed. **When an application is received by CJCC, there is no commitment on the part of the CACJ Funding Committee to fund an application or to fund it at the amount requested.** All areas of the budget are subject to review and approval. Decisions related to these budget areas are based on both eligibility and reasonableness. The CACJ Funding Committee has full discretion to determine the reasonableness of budget items based on both objective and subjective decision-making tools. See "Restrictions on Use of Funds" subsection below to determine whether budget items requested are allowable prior to submitting your budget.

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

Funding Decisions

All funding decisions related to CJCC applications received in response to this solicitation are made by the CACJ Funding Committee and are based on the availability of funding. The Council will inform the applicants of funding decisions through grant awards. Applicants should not make assumptions regarding funding decisions until they have received official written notification of awards or denials signed by the CJCC Council Director.

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

Restrictions on Use of Funds

For this grant period, grant funds will not be allowed to be used for: out of state training, any part of a salary or pay supplements for state or county paid employees, office space, utilities, furniture (existing courts only), incentives, monthly cell phone charges, case management software (including maintenance and upgrades), vehicles, weapons, office supplies (existing courts only), construction projects and grant administrative overhead.

Supplantation

Funds must be used to supplement existing funds for program activities and cannot replace or supplant funds that have been appropriated for the same purpose

Generally, supplanting occurs when a local government or program reduces local or other available funds for an activity specifically because state funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, any State grant funds may not replace any local, or other available funds that have been appropriated or allocated for the same purpose. In those instances when a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in non-state resources occurred for reasons other than the receipt or expected receipt of state funds.

SECTION III: POST-AWARD REQUIREMENTS

Grant Acceptance

Grantees wishing to accept FY'24 funding must submit signed Acceptance Letters and Special Conditions to the CJCC Office, so it is *received* no later than 5 p.m., December 30, 2023. CACJ Funding Committee will assume your court rejects its FY'24 award if these acceptance documents are not received by this submission deadline.

Special Conditions

At the time of the grant award, the CACJ Funding Committee will assign special conditions, as deemed appropriate for the program. The special conditions will outline the grantee's responsibilities, as well as state regulations that must be followed, as a condition of accepting the grant award for the approved program. The special conditions will be included in the award packet and must be reviewed, signed, and returned to CJCC by 5 p.m., December 30, 2023 (see above).

One half of all awarded funding must be requested in that quarter's SER each reporting period. This means that the expenditure must be paid by your local funding agency and CJCC reimbursement has been requested within that reporting period. Any unused funds each quarter end will be retained by the CJCC to be managed by the CACJ.

This is a reimbursement grant. If awarded funds, your court will be required to submit check stubs and copies of invoices to CJCC for reimbursement on a quarterly basis.

Training is made available to each court that accepts grant funding. Please see www.gaaccountabilitycourts.org for the training dates and required attendees. Expenses for training will be reimbursed by the CACJ Funding Committee.

Reporting Requirements

Recipients of this FY'24 Enhancement and Innovation Grant Award will be required to complete and submit SER and comply with CACJ Reporting Requirements no later than 15 days after each quarter end. Failure to submit reports in a timely fashion could result in a 10% penalty that will be based on the initial grant award. Subgrantees are given a 10-day grace before any action is taken. Please note that the CACJ Program Report has been replaced with an electronic report submission process generated by the state approved case management systems during FY'24.

SER (Sub-grant Expenditure Requests): Reimbursement requests for expenses incurred during the grant period on either a monthly or quarterly basis. To request reimbursement, the recipient must submit a financial report within fifteen days of the month's end date, to their designated grant specialist.

SECTION IV: Project Narrative

All applicants must complete a project narrative describing the proposed project. The following elements are required in the project narrative.

- **Project description:** Provide a description of the project including the agency's name, agency type, and year founded. Include the geographic area targeted, estimated number of individuals who will be served during the grant period, and relevant characteristics of the target population for the Accountability Court funded project. Applicants must demonstrate how they are currently interacting with Accountability Courts.
- **Needs statement:** Provide a statement of the specific problem(s)/gap(s) the project will address. Include data that supports this claim. Only use data that is verifiable and relevant to the target population. For example, do not use statewide data for a local problem statement and do not use national data for a statewide problem statement.
- **Project goals:** State the goals of the proposed project. Explain how the project goals will meet the needs of the project's target population and/or impact the proposed service area. For example, surveillance service providers should state an estimate of the number of participants that will be observed during the grant year and the anticipated outcomes. Outcomes are defined as changes in attitudes, knowledge, skills, behaviors, and conditions. Goals must be specific, measurable, action-oriented, reasonable, and time-sensitive having performance indicators. Please prepare to explain in the evaluation plan section.

- **Project activities and services:** Describe the Accountability Court-funded project's service delivery plan. In other words, explain how the agency will achieve project goals. Outline who will conduct the activities and/or provide services, what the activities and services are, a timeline for accomplishing the activities, where services will be delivered, and why the activities and services are needed to achieve the stated goals. Please also explain how the plan for project activities and services will meet the target population's needs as described in the needs statement.
- **Resources needed:** In this section, please clearly explain the resources needed to conduct, enhance, and/or expand the project activities and services necessary to achieve project's goals. For example, if the proposed project will also be supported by an Accountability Court grant and/or county funding, then explain how this grant funds will enhance these resources and enable the project to be conducted.



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 567/2023

SUBJECT: **7042 Baker Lane | Use Subject to County Commission Approval |** 17.215.020. agri-entertainment | on a 31.02± acre tract located on the terminus of Baker Lane | Zoned AR-IV; Tax Parcel 12037 000003 | **Proposed use: agri-entertainment business | Commission District 3 | Laura Labovitz, applicant.**

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: RD

Recommendation:

Approval.

Conditions:

1. The agri-entertainment business shall operate as described in the narrative and depicted on the site plan. No weddings shall be permitted.
2. A minimum of 15 parking spaces must be provided on site and all vehicles including buses and vans must be parked in a designated parking space. Gravel and grass parking is permitted.
3. Operation of the agricultural business shall commence no earlier than 9:00 a.m. and shall terminate no later than 9:00 p.m. Sunday through Saturday. This excludes uses customary to farm operations.
4. Plans for any further improvements or development of the property shall be submitted for Development Review and appropriate permits obtained.
5. All conditions of zoning shall be made part of any plats created for the property.
6. No outdoor amplification of sound or noise shall be allowed.

Purpose of Request:

7042 Baker Lane | Use Subject to County Commission Approval | 17.215.020. agri-entertainment | on a 31.02± acre tract located on the terminus of Baker Lane | Zoned AR-IV; Tax Parcel 12037 000003 | **Proposed use: agri-entertainment business | Commission District 3 | Laura Labovitz, 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			
JR			

Attachments:

- Board Memo
- Recommendation Report
- Application
- Narrative
- Updated Site Plan
- Original Site Plan
- Maps
- Renderings
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Tax Assessors Comments
- Public Comments
- Notice Sign Photos



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Randi Doveton, Director of Planning & Development

Date: October 9, 2023

Subject: **7042 Baker Lane | Use Subject to County Commission Approval | 17.215.020. agri-entertainment | on a 31.02± acre tract | Proposed use: agri-entertainment business | Laura Labovitz, applicant.**

The request before you is the request of Laura Labovitz for a Use Subject to County Commission Approval to allow an agri-entertainment business. This item is located within Commission District 3.

At their September 18, 2023 meeting, the Hall County Planning Commission voted to recommend **approval with six (6) conditions (4-0, Hunt absent).**

There were **two (2) comments submitted** in advance of the Planning Commission meeting, **four (4) people spoke in favor and five (5) 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. The agri-entertainment business shall operate as described in the narrative and depicted on the site plan. No weddings shall be permitted.
2. A minimum of 15 parking spaces must be provided on site and all vehicles including buses and vans must be parked in a designated parking space. Gravel and grass parking is permitted.
3. Operation of the agricultural business shall commence no earlier than 9:00 a.m. and shall terminate no later than 9:00 p.m. Sunday through Saturday. This excludes uses customary to farm operations.
4. Plans for any further improvements or development of the property shall be submitted for Development Review and appropriate permits obtained.
5. All conditions of zoning shall be made part of any plats created for the property.
6. No outdoor amplification of sound or noise shall be allowed.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Laura Labovitz

Request Use Subject to County Commission Approval for an agri-entertainment business

Proposed Use Agri-entertainment business

Size 31.02± acres

Zoning Agricultural Residential-IV (AR-IV, [17.120](#))

Location 7042 Baker Lane | Tax Parcels 12037 000003

Commission District Three

Planning Commission Date September 18, 2023

Staff Recommendation **Approval with conditions**, based on the findings that the request is consistent with the Rural Residential future land use classification in the [Comprehensive Plan](#), which allows for agriculture as a primary future land use

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

Vote: 4-0 (Hunt absent)

Conditions:

1. The agri-entertainment business shall operate as described in the narrative and depicted on the site plan. No weddings shall be permitted.
2. A minimum of 15 parking spaces must be provided on site and all vehicles including buses and vans must be parked in a designated parking space. Gravel and grass parking is permitted.
3. Operation of the agricultural business shall commence no earlier than 9:00 a.m. and shall terminate no later than 9:00 p.m. Sunday through Saturday. This excludes uses customary to farm operations.
4. Plans for any further improvements or development of the property shall be submitted for Development Review and appropriate permits obtained.
5. All conditions of zoning shall be made part of any plats created for the property.
6. No outdoor amplification of sound or noise shall be allowed.

Public Forum

Arielle Sabina, 4364 Mangum Mill Road, Gainesville, spoke in favor. Stated that animal assisted therapy would help with her future practice.

Andrew Linker, 652 Shadow Mountain Lane, Cleveland, spoke in favor. Stated it would be an asset and increase farm education.

Rebecca Benfield, 129 Railroad Street, Clermont, spoke in favor. Stated she would have the opportunity to teach in person classes to educate.

Diane Lerner, 6933 Baker Circle, Clermont, spoke in favor. Spoke about neighborhood meetings, controlled noise, safety, traffic, and farm life.

Jane Range, 200 E.E. Butler Parkway, Gainesville, spoke in opposition. Concerns were traffic, narrow dirt road, destination themes, variances, pasture use, horses, and events.

Jeff Carruth, 7005 Baker Circle, Clermont, spoke in opposition. Concerns were increased traffic, noise, dust, and outdoor amplification.

Angie Carruth, 7005 Baker Circle, Clermont, spoke in opposition. Concerns were location, narrow road, noise amplification, reduction of property value, and preserving yard.

Randall Griffin, 6950 Baker Lane, Clermont, spoke in opposition. Concerns were noise, traffic, horses, and loss of privacy.

Carolyn Hutchinson, 6950 Baker Circle, Clermont, spoke in opposition. Concerns were property, narrow roads, dirt road, dust, animal safety, and farm life preservation.

Summary Analysis

The applicant is requesting County Commission approval to utilize 31.02± acres zoned Agricultural Residential-IV (AR-IV, [17.120](#)) for an agri-entertainment business. Agri-entertainment is defined as the gathering of individuals for social, celebratory or entertainment purposes at an agricultural location (venue) located in an agricultural district, wherein a fee is charged by the owner or representative of the property for the use of the venue.

The applicant's narrative states that the agricultural business, "Ivy Rose Farm", will include horseback riding lessons, equine and farm animal assisted therapy programs, classes centered around farming, animal husbandry, plant uses, crafts, community building, farm tours, and a covered arena for equestrian activities. The applicant will also continue to live at the property in the existing residence identified on the submitted site plan. The applicant's stated uses are consistent with the definition of agri-entertainment.

The submitted site plan (Site Plan Detailed (final), 5/23/2023), depicts six (6) existing structures on the property: a residence, a shed, a cottage, a storage building, a milk parlor, and a new barn with a covered breezeway currently under construction. All structures are intended to remain on the property and will be used for agricultural or agri-entertainment purposes except for the existing residence. The closest structure used for the agricultural business, a proposed covered arena, would be approximately 100 feet away from the nearest property line and around 575 feet from the nearest residential structure. Additionally, the

proposed parking area is approximately 50 feet from the nearest property line and nearly 500 feet from the closest residential structure.

Below outlines the proposed uses and frequency of services:

USE	FREQUENCY
Horseback Riding Lessons	< 4 clients per week, no outside trainers, no competitive horse shows
Equine and Farm Animal Assisted Therapy	1-2 times per week (group) 1-3 times per week (individual/client)
Classes (farming, animal husbandry, animal care, plant uses, crafts, community building, etc.)	2-4 classes per months (maximum 25 people per class, 15 on average)
Events Hosted by Rose Ivy Farm (farm to table dinners / farm related gatherings)	2-3 per month
Farm Tours	1-4 times per week (no more than 2x/day for a total of 1-3 days/week)
Goat and dairy operation, cottage food, and farm product sales	on-going

Weekly vehicular traffic to the facility is not expected to exceed 35 cars. The applicant plans to install a sign at the entrance to the site, but no other sign details have been provided at this time. The applicant anticipates expansions to the well pump house to be necessary if they are to accommodate increased commercial activity. The applicant also plans to install several small sheds for storage purposes, none of which will measure over 144 square feet or 12 feet in length or width.

In addition to the agri-entertainment uses described above, the applicant intends to continue the operation of a cottage food business from the residence and a goat dairy. The property operates under a cottage food license (HBUSR22-1291), which is permitted as a home occupation use in the AR-IV zoning district ([17.120.010.](#)).

The applicant is requesting two (3) 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 proposed covered area is located approximately 100 feet from the western property line.*
 - *The new barn (under construction) is also located less than 300 feet from a property line.*
 - *The proposals **do 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 proposed parking area is located approximately 50 feet from the western property line.*
 - *The proposal **does not meet** this condition.*

- 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 letter of intent requests that outdoor amplification be allowed, but limited to an approved decibel limit provided by the county.
 - The proposal **does not meet** this condition since no wedding ceremonies are proposed.

Based on the future land-use plan, staff finds the **zoning request consistent** with the future land use classification of Rural Residential in the [Comprehensive Plan](#), which allows for agriculture as a primary future land use.

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 proposed covered arena and new barn are within 100 feet of the property line and relief (variance) will be required from this standard.*
- 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 proposed parking is located approximately 50 feet from the nearest property line and relief (variance) will be required from this standard.*
- E. Parking shall be permitted on grass or gravel.
 - *The applicant's site plan 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 50 foot by 100-foot covered arena for educational and equestrian events, 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.
 - *If approved, the occupancy will be determined by Hall County Building Inspections and the Fire Marshal, based on the above criteria.*
- 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 approved, 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 specified they will not be hosting weddings but do intend to occasionally use outdoor sound amplification during dinners and select educational classes at an acceptable level. Relief (variance) will be required from this standard.*
- 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 does not specify conformity within 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 not indicated how potable water and sanitary waste will be handled for the event venue.*
- 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 Hall County Engineering and Fire Services regarding access to the property.*
- O. All agri-entertainment events shall be provided with adequate personnel to assist with parking, emergency, and other potential impacts of each event.
 - *The proposed agri-entertainment business does not specify conformity within this condition. However, vehicular traffic is not expected to exceed 35 cars per week.*
- 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 ensure that the proposed agri-entertainment use of the property does not constitute a breach of the conservation covenants applicable to the property.
 - *In an email dated July 18, 2023, Steve Watson, Chief Appraiser, confirmed that the proposed uses would not constitute a violation of the conservation covenant on the property.*

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 an agri-entertainment venue in the Agricultural-Residential-IV (AR-IV, [17.120.](#)) district. All adjacent properties are also designated as AR-IV, without conditions.**

2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; **The proposed use may be more intense than that of the adjacent or nearby parcels and the requested building locations and parking setback reduce the separation of the event venue and parking from adjacent properties.**
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-IV (AR-IV, [17.120](#)), but the proposed business cannot occur as described without approval of the County Commission ([17.215.020](#)).**
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 should not cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection public facilities, or emergency medical service.**
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 parcels fall within the Rural Future Land Use in the [Comprehensive Plan](#). The intent of the Rural future land use designation is to preserve the existing rural character, including agricultural uses and large-lot residential uses, as well as natural and historic features. Additionally, rural areas should allow for agricultural/forestry uses, very low-density detached single-family residential uses, civic benefit uses such as places of worship and parks, and greenways and trails. The proposed use is consistent with the [Comprehensive Plan](#).**
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; **The property is developed with a single-family residence constructed in 1959 and other accessory structures, per [Property Tax Records](#).**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **There are no known changing conditions affecting the use or development of the property.**

11. Whether the change would create an isolated district unrelated to the surrounding districts; **The property is fully surrounded by other Agricultural Residential parcels, without conditions.**
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 property is in a rural location in the northern portion of the county, where agricultural businesses are common, though most do not have the public education and instruction component.**
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; **A similar request would be necessary elsewhere since agri-entertainment activities within the Agricultural Residential (AR-IV, [17.120](#)) zoning district require conditional use approval.**
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 as agri-entertainment uses require conditional use approval within the AR-IV district ([17.120](#)).**
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 [17.380.060.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 applicant submitted a site plan which meets this requirement.**
- 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. **This criteria is not applicable, as there are not 100 or more residential dwelling units proposed.**

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

An email dated August 18, 2023, from Emily McGahee, Environmental Health, stated “Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Septic Permit OSC-7948 was issued on February 24, 2023 to accommodate a 36’ x 60’ barn with bathroom.”

Hall County Fire Marshal

In an email dated August 14, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant provided the following comments:

1. The nearest fire hydrant is 2,630 feet away from the proposed Agri Business.
2. IFC 507.5.1 Where Required: Where a building is constructed or moved into and is more than 400 feet from a fire hydrant on a fire apparatus road on site fire main and fire hydrant(s) shall be installed.
3. IFC 503.1.1 Approved fire apparatus access road shall be provided for every building constructed or moved into. The fire apparatus road shall extend to within 150 feet
4. Engineered site plans will be required for review.

Hall County Public Works and Utilities

In a memo dated August 18, 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 wretched vegetation not centerline of stream.

Traffic:

Improvements along Baker Lane and Baker Circle may be required.

Utilities:

No sewer available.

Georgia Department of Transportation

In an email dated August 15, 2023, from Veronica Chavers, D1TO Civil Engineer 3, confirmed that the project will not require GDOT coordination.

➤ **Excerpts from the minutes of the September 18, 2023 meeting**

Applicant's Presentation:

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

Laura Labovitz, 7042 Baker Lane, presented the request. The applicant described the request and the positive impact it will have on the community. The applicant stated that they are in the middle of acquiring two acres from a neighbor which would increase the setbacks for parking and the main venue where most programming would take place.

Rebuttal

The applicant stated that the livestock feed deliveries will no longer be delivered to the residence reducing traffic. The applicant stated that not all parts of the road are as narrow as stated. The applicant stated that traffic will be timed since the events will be scheduled and there will not be any concerts or weddings. The applicant stated that the voice amplification will not be for children but for animal assisted programs. The applicant stated that their proposal to partner up with schools does not mean there will be busses in the area, they will be arriving in vans or by parent drop off. The applicant spoke of the property they are acquiring to help them with their setbacks.

Public Forum:

Arielle Sabina, 4364 Mangum Mill Road, Gainesville, spoke in favor. Stated that animal assisted therapy would help with her future practice.

Andrew Linker, 652 Shadow Mountain Lane, Cleveland, spoke in favor. Stated it would be an asset and increase farm education.

Rebecca Benfield, 129 Railroad Street, Clermont, spoke in favor. Stated she would have the opportunity to teach in person classes to educate.

Diane Lerner, 6933 Baker Circle, Clermont, spoke in favor. Spoke about neighborhood meetings, controlled noise, safety, traffic, and farm life.

Jane Range, 200 E.E. Butler Parkway, Gainesville, spoke in opposition. Concerns were traffic, narrow dirt road, destination themes, variances, pasture use, horses, and events.

Jeff Carruth, 7005 Baker Circle, Clermont, spoke in opposition. Concerns were increased traffic, noise, dust, and outdoor amplification.

Angie Carruth, 7005 Baker Circle, Clermont, spoke in opposition. Concerns were location, narrow road, noise amplification, reduction of property value, and preserving yard.

Randall Griffin, 6950 Baker Lane, Clermont, spoke in opposition. Concerns were noise, traffic, horses, and loss of privacy.

Carolyn Hutchinson, 6950 Baker Circle, Clermont, spoke in opposition. Concerns were property, narrow roads, dirt road, dust, animal safety, and farm life preservation.

Planning Commission Comments:

Mr. Sosebee questioned how many homes are on the road. The applicant stated there are about 12 to 13 homes with 2 vacant. Mr. Braswell requested clarification on the outdoor amplification. The applicant stated it would be utilized for a maximum of three hours a day. Ms. Pilcher questioned what the applicant expects for the future on the property. The applicant stated that she is planning for the farm to sustain her needs. Mr. Braswell questioned if the applicant would be willing to have time restrictions and only operate from 9am - 9pm through the week. The applicant agreed. Mr. Sosebee questioned when the applicant will need outdoor amplification. The applicant stated it would depend on the class and times of the dinners. The applicant stated that she has tested the noise and you cannot hear it from the road. Ms. Pilcher stated that her concern was the noise amplification. The applicant stated she could do away with it.

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

Conditions:

1. The agri-entertainment business shall operate as described in the narrative and depicted on the site plan. No weddings shall be permitted.
2. A minimum of 15 parking spaces must be provided on site and all vehicles including buses and vans must be parked in a designated parking space. Gravel and grass parking is permitted.
3. Operation of the agricultural business shall commence no earlier than 9:00 a.m. and shall terminate no later than 9:00 p.m. Sunday through Saturday. This excludes uses customary to farm operations.
4. Plans for any further improvements or development of the property shall be submitted for Development Review and appropriate permits obtained.
5. All conditions of zoning shall be made part of any plats created for the property.
6. No outdoor amplification of sound or noise shall be allowed.

CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)
Laura Laboritz
7042 Baker Lane
Clermont, GA 30527
Phone 404-579-1288
Email Address IvyRoseFarm@gmail.com

Property Owner (Name & Mailing Address)
Laura Laboritz
7042 Baker Lane
Clermont, GA 30527
Phone 404-579-1288
Email Address IvyRoseFarm@gmail.com

Proposed Use Agri-entertainment

Contact Person (Name & Mailing Address)
Laura Laboritz
7042 Baker Lane
Clermont, GA 30527
Phone 404-579-1288
Email Address IvyRoseFarm@gmail.com

Status of Applicant
 Owner
 Option to Purchase
 Area Resident
 Other

Requested Action
Permissive Use: Agri-entertainment
 HCPC HCC
Fee: \$ _____
Receipt #: _____
Check #: _____

Zoning: AR-1V
Acreage 32

Tax Parcel Number 12037 000003
Location Address 7042 Baker Lane, Clermont, GA 30527

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

Sign [Signature] Date: 7/21/23

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: _____ Taken by: _____
Tentative Planning Commission Date: _____ Tentative 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



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: *Laura Laboritz* Date: 4/28/2023

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

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: _____

Date: 4-30-23

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

Sheri Labovitz

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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 - (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.
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I hereby certify that I have read the above and that:

I have I have not

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Stavros J. Labovitz Date: 4/2/23

Applicant's/Owner's Name (Printed): Stavros J. Labovitz

7042 Baker Lane is zoned AR-IV. In order to do the business endeavors we wish to explore, we believe Agri-entertainment is the best fit due to the venue location being on a farm, as well as the activities we plan on being related to agriculture and nature. We would like to have a conditional use for Agri-entertainment in order to do the proposed following:

Our goal for Ivy Rose Farm is to offer classes, tours, therapy sessions, horsemanship lessons, and catered farm dinners that all work with animals and/or nature from an agricultural/outdoor based lens. We do not wish to be an event space for hire for parties - no weddings. All activities would be focused on teaching and sharing skills, farm education, or sessions for mental/physical health utilizing animals/nature/agriculture. We have attached some sample calendars to show that the high end of traffic weekly should not exceed 30-35 cars. Most weeks we anticipate the number to be less than this, and we plan on encouraging carpooling where applicable. As we grow, we will adjust calendars accordingly so that the traffic is not exponentially increased.

- Classes and events put on by Ivy Rose Farm will mainly use the barn/arena area, but also horse pastures will be used for some of the classes that involve learning about the local plants etc.
 - Monthly classes around farming, animal husbandry, animal care, plant uses, crafts, and community building, etc. Classes limited to 15 people, most expected to generally have around 5-10 attendees. We estimate there would be anywhere from 2-4 classes a month. Some types of classes might also have a smaller max limit, further limiting the number of cars. There might be a rare occasion where a class might have up to 20-25 people, where families are attending together - so still not expecting there to be 25 cars for a 25 person class. Most classes are geared towards adults, and will be at the 15 person limit.
 - Occasional events put on by Ivy Rose Farm, such as farm to table catered dinners, farm related gatherings (local farmer meet ups, for example), etc. Likely to be every 2-3 months. We would not be renting out the space as an event space for other businesses or private events.
 - Some classes might be partnered, with an outside teacher coming to teach one specific class in partnership with Ivy Rose Farm. For example, a yarn spinning class might feature a guest teacher that's a local craftsperson and the class would include discussions and possible demonstrations on shearing wool/fiber.
- Equine and farm animal assisted therapy programs in the arena and barn area, sometimes might go out into the horse pastures
 - We wish to provide space for therapist to utilize our space and animals to provide psychotherapy and/or support groups
 - These programs would also be limited to 1-2 times a week, depending on the community needs and scheduling/traffic
 - Individual sessions with therapist and their clients would be limited to 1-3 times per week

- Farm tours will mainly take place around the barn and arena area, sometimes going into horse pastures.
 - Farm tours of the different animals and their roles and purpose on the farm, 1-4 times a week (no more than 2x a day, a total of 1-3 days a week)
 - In the event of rain, the arena would be used to do portions of a farm tour that might normally be out in the weather. Guests can still meet all of the animals, as some would be set up in the arena in these cases.
- Continue with our goat dairy operation, cottage food, and farm products - our existing milk parlor will be moved next to our new barn, cottage food would continue in our farmhouse cottage (as was approved when we got that license).
- Limited horseback riding lessons in the arena and barn area, some possible trail riding around pastures
 - Lessons would be limited to less than 4 clients a week, focused on horse care and basic riding (Western). No outside trainers except for possible one time special trainings. For example, an equine massage class taught by a professional, one time. We are not interested in hosting competitive horse shows etc.

As this is also our personal residence, we especially plan on limiting the number of weekly visitors. The numbers of frequency above would be combined into a calendar that would limit how many times/days each of these would occur. Please see attached sample calendars. Please note these are just work ups of what a month might look like, none of these programs are actually currently scheduled. All programs, events, etc would be ticketed/by appointment only. There would not be regular business hours, as we are not open to the public.

We plan on having a sign just at the entrance of the farm, no road signage as we are off of a dead end street. The arena will have lights for the inside of the riding area, and the barn will have a few outside lights - but otherwise we do not have plans for any major lighting that would affect any neighbors. The parking areas will have lighting coming from the barn and shed, and not need any additional lights. We will be putting in a septic system for the waste water from the barn/arena, and are putting in drainage systems to control flow and limit erosion. The arena and barn are far enough away from property boundaries that the space is a natural buffer. There will also be more trees and shrubs planted along buffer areas, to create even more of a buffer.

Other buildings notes:

- The existing barn structure will be half demolished (taking down the older parts of the structure that are in disrepair). The other half of this existing shed will have three walls put up as an additional shelter for goats.
- Our well pump house needs to be made bigger to accommodate new filters and equipment, it just needs to be expanded about 4-5 feet.
- We plan on building a new residence next year, and the existing residence will be demolished.
- The new barn currently being built will have an extended roof line covered area, with a short breezeway covering to connect it to the covered arena. This will be to keep the horses dry in rain when walking from barn to arena.

- We will likely need to add a few small sheds for storage - these will be around the existing cottage and around the half of the existing shed that is not demolished. Nothing larger than a 12x12, most we picture being just your standard small garden shed for hanging tools etc (around 2ft by 3-4ft)

Property Lines:

The property that directly adjoins our property is only land, there are no residences on that parcel. That property is used as pasture for horses, and the section that adjoins our property is minimally used by the horses. Although the nearest property line is approximately 185 feet from the main event site, the nearest residence is approximately 575 feet and is owned by us and operated as a short term rental that is mostly occupied on weekends. The nearest full time occupied residence is approximately 975 feet from the space. From the nearest property line to the nearest residence (our STR) is approximately 425 feet of pasture and woods. The parking area is approximately 100 feet from that same property line. The parking area is approximately 500 feet away from the nearest residence (our STR).

Conditions:

1. We would like to add a condition that would not allow the venue to be used for hire for weddings. We have no desire to host weddings, and in an effort to show our neighborhood that we do not wish for any future use of the property to be used as a for hire wedding venue - we wish to make it a part of our conditioned use.
2. We would like to add a condition that would allow for outdoor amplification, limited to within an approved decibel limit provided by the county. We plan on many of the classes and events being outdoors, and although most would not require amplification - we would like to be able to play music for example during a dinner. We have done our own sound checks with our STR property next door, and would work with the county to an agreeable decibel level. These instances would be rare, and not be situations where loud amplification would be necessary or desired.

Sample Calendar - November 2023

<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>
		1 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	2 Weekly evening 6:30 PM - 8 PM animal assisted group session (max 10 people, could be up to 10 cars depending on if folks come individually or in pairs/groups)	3 Evening class (max size 15 people, typically 3-7 cars averaging 2 people per car)	4 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)	5 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)
6 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	7	8 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	9 Weekly evening 6:30 PM - 8 PM animal assisted group session (max 10 people, could be up to 10 cars depending on if folks come individually or in pairs/groups)	10	11 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)	12 Class (max size 15 people, typically 3-7 cars averaging 2 people per car)
13	14 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	15	16 Weekly evening 6:30 PM - 8 PM animal assisted group session (max 10 people, could be up to 10 cars depending on if folks come individually or in pairs/groups)	17	18 Farm dinner (max 30 people, including families so likely 4-10 cars depending)	19 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)
20 Available time slots for up to 2 therapy sessions total (approximately 2-4	21 Closed for Thanksgiving	22 Closed for Thanksgiving	23 Closed for Thanksgiving	24 Closed for Thanksgiving	25 Closed for Thanksgiving	26 Closed for Thanksgiving

cars)						
27	28 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	29	30 Weekly evening 6:30 PM - 8 PM animal assisted group session (max 10 people, could be up to 10 cars depending on if folks come individually or in pairs/groups)			

Sample Calendar - May 2024

<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>
		1 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	2 Weekly evening 6:30 PM - 8 PM animal assisted group session (max 10 people, could be up to 10 cars depending on if folks come individually or in pairs/groups)	3	4 Class (max size 15 people, typically 3-7 cars averaging 2 people per car)	5 Available AM slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours) PM Class (max size 15 people, typically 3-7 cars averaging 2 people per car)
6	7 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	8	9 Weekly evening 6:30 PM - 8 PM animal assisted group session (max 10 people, could be up to 10 cars depending on if folks come individually or in	10 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)	11 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)	12 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)

			pairs/groups)			
13 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	14	15 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	16 Weekly evening 6:30 PM - 8 PM animal assisted group session (max 10 people, could be up to 10 cars depending on if folks come individually or in pairs/groups)	17 Class (max size 15 people, typically 3-7 cars averaging 2 people per car)	18	19 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)
20	21 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	22	23 Weekly evening 6:30 PM - 8 PM animal assisted group session (max 10 people, could be up to 10 cars depending on if folks come individually or in pairs/groups)	24 Farm dinner (max 30 people, including families so likely 4-10 cars depending)	25 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)	26 Class (max size 15 people, typically 3-7 cars averaging 2 people per car)
27 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	28	29 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	30 Weekly evening 6:30 PM - 8 PM animal assisted group session (max 10 people, could be up to 10 cars depending on if folks come individually or in pairs/groups)	31 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)		

Sample Calendar - September 2024

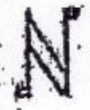
<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>	<u>SUNDAY</u>
						1 Class (max size 15 people, typically 3-7 cars averaging 2 people per car)
2 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	3	4 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	5 Weekly evening 6:30 PM - 8 PM animal assisted group session (max 10 people, could be up to 10 cars depending on if folks come individually or in pairs/groups)	6	7 Class (max size 15 people, typically 3-7 cars averaging 2 people per car)	8 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)
9	10 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	11	12 Weekly evening 6:30 PM - 8 PM animal assisted group session (max 10 people, could be up to 10 cars depending on if folks come individually or in pairs/groups)	13 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)	14 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)	15 Class (max size 15 people, typically 3-7 cars averaging 2 people per car)
16 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	17	18 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	19 Weekly evening 6:30 PM - 8 PM animal assisted group session (max 10 people, could be up to 10 cars depending on if folks come individually or in	20	21 Farm dinner (max 30 people, including families so likely 4-10 cars depending)	22

			pairs/groups)			
23	24 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)	25	26 Weekly evening 6:30 PM - 8 PM animal assisted group session (max 10 people, could be up to 10 cars depending on if folks come individually or in pairs/groups)	27 Class (max size 15 people, typically 3-7 cars averaging 2 people per car)	28 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)	29 Available slot for farm tours (Average 1-2 cars, possibly up to 4-5 cars if larger group. 15 people max for tours)
30 Available time slots for up to 2 therapy sessions total (approximately 2-4 cars)						

ROAD WELCH

1 00 - 45 E 1000

Vegetative Buffer



Proposed Covered Arena
Covered Breezeway
(In Construction)
New Barn
(In Construction)

Hdcp Parking

Milk Parlor New Location
See Image 3 & 4

Existing Shed
See Image 3 & 4

Parking Gravel

Existing Residence
See Image 1

ENTRANCE

5000 FEET TO
WATER CREEK RD

DRIVE

Existing Cottage
See Image 2

Existing Storage

Pond

Vegetative Buffer



BRANCH 15 E

2300 E

1450 E

PARTIAL SURVEY REQUESTED
RESIDENCE IS NOT ENCROACHING

H. P. Farley

Vegetative Buffer

FORD WHEELER

1 00 - 5 5 1/2 1 380

± 27 ACRES

± 5000 FEET TO
WHEELER CREEK RD.

DRIVE

RES HOUSE

C.H.

C.H.

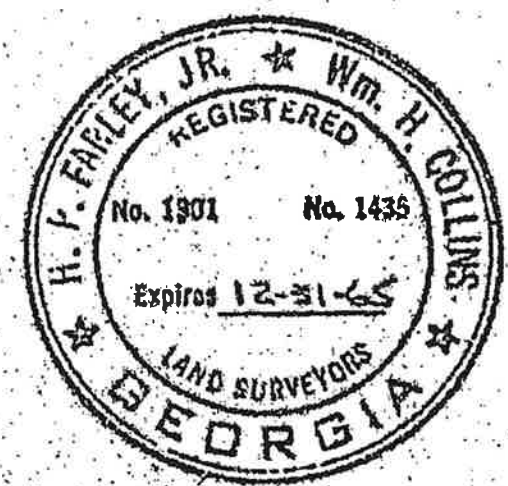
BRANCH 12 1/2

2300'

BRANCH LINES
LOCATED BY
AERIAL PHOTO

PARTIAL SURVEY REQUESTED
RESIDENCE IS NOT ENCRANCHING

H. P. Farley



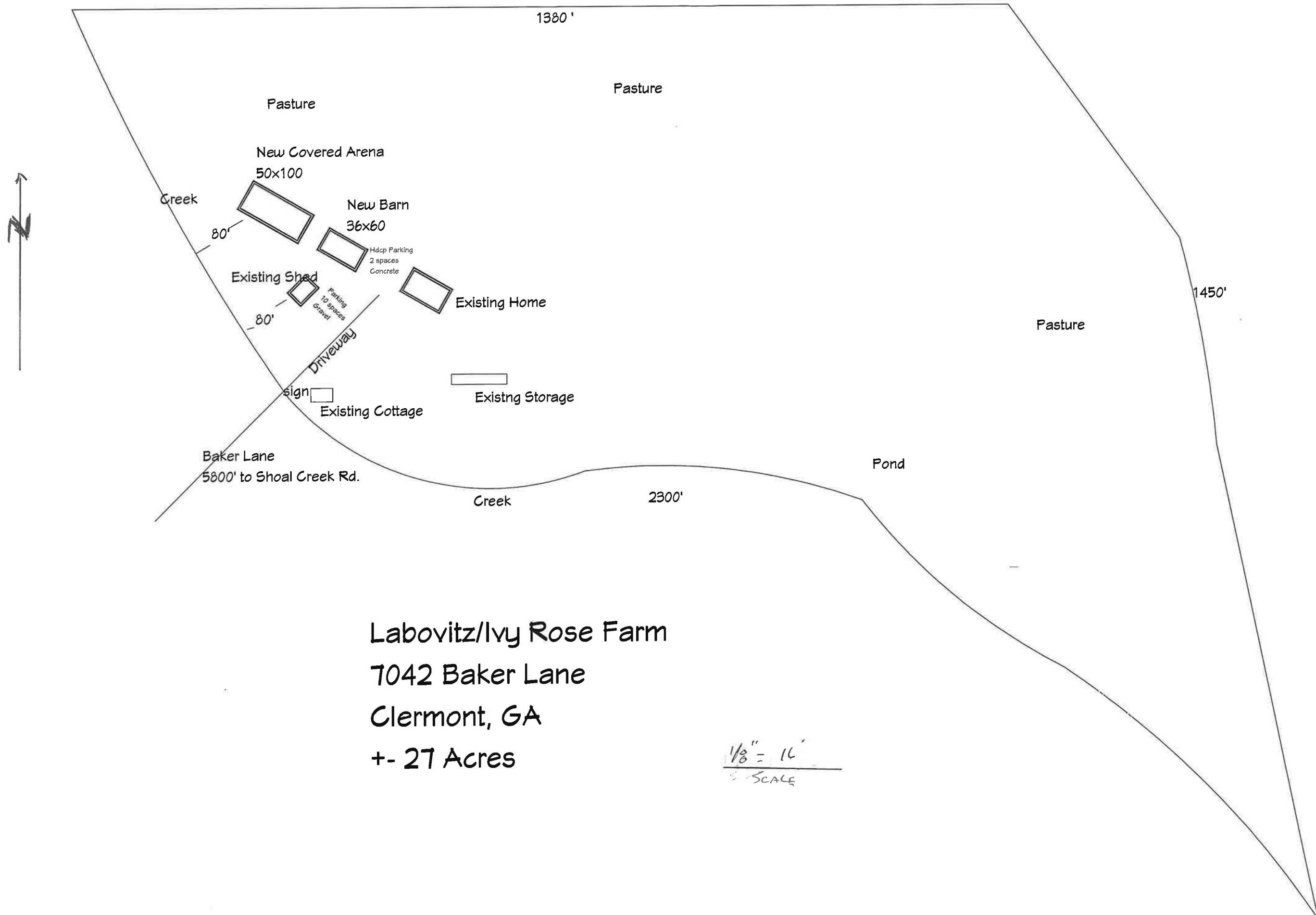
PROPERTY OF
ROBERT DEAN BAKER
CLERMONT (GM 1745) DIST.
11 37 - 12TH DIST
HALL COUNTY, GA
WHEELER 1 1/2 200 AUG. 4, 1965

FARLEY-COLLINS & ASSOC
WAINESVILLE, GEORGIA

THIS PLAT NOT SUBJECT TO
HALL COUNTY SUB-DIVISION REGULATION

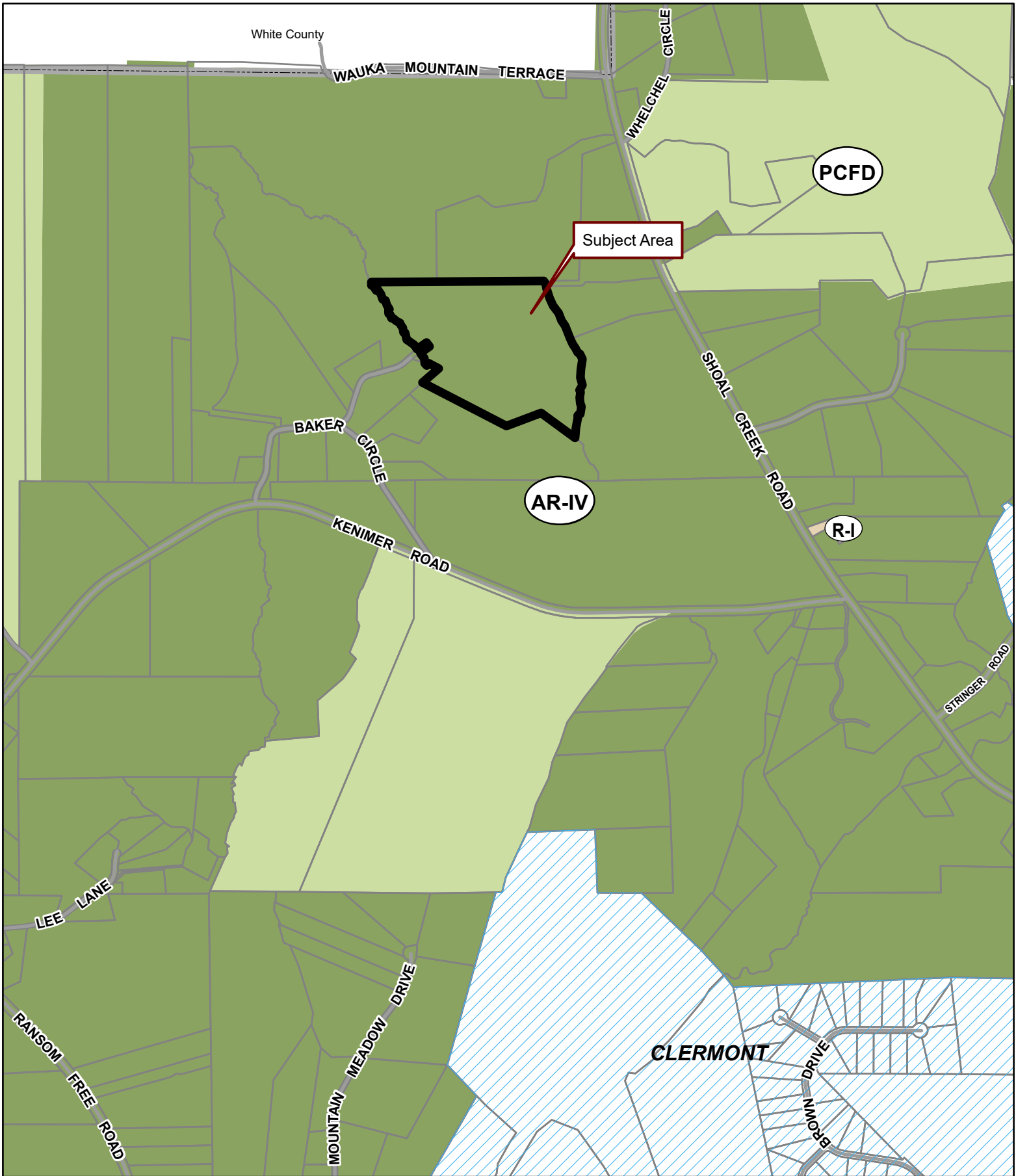
176 New 52m





Labovitz/Ivy Rose Farm
7042 Baker Lane
Clermont, GA
+- 27 Acres

$\frac{1}{8}'' = 16'$
SCALE



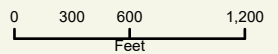
Applicant: LAURA LABOVITZ

Tax Parcel #: 12037 000003

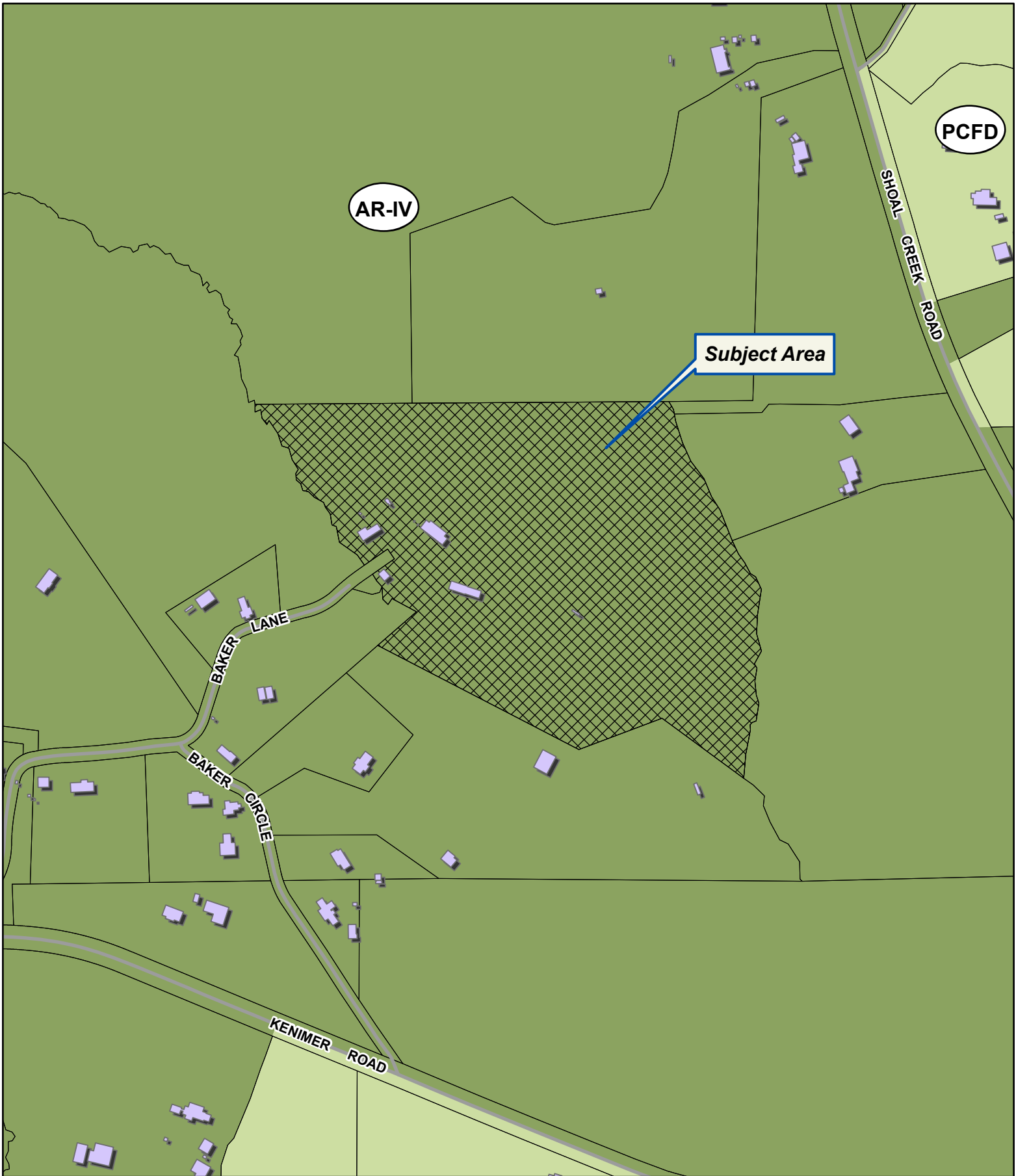
Location: 7042 BAKER LANE, CLERMONT, GA 30527

Commission District 3

PC Mtg. Date: 09/18/23



- Zoning Boundary
 - ▨ City Limits
 - Subject Area
 - Structure
- N
↑



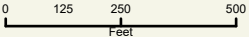
Applicant: LAURA LABOVITZ

Tax Parcel #: 12037 000003

Location: 7042 BAKER LANE, CLERMONT, GA 30527

Commission District 3

PC Mtg. Date: 09/18/23



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





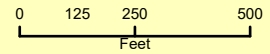
Applicant: LAURA LABOVITZ

Tax Parcel #: 12037 000003

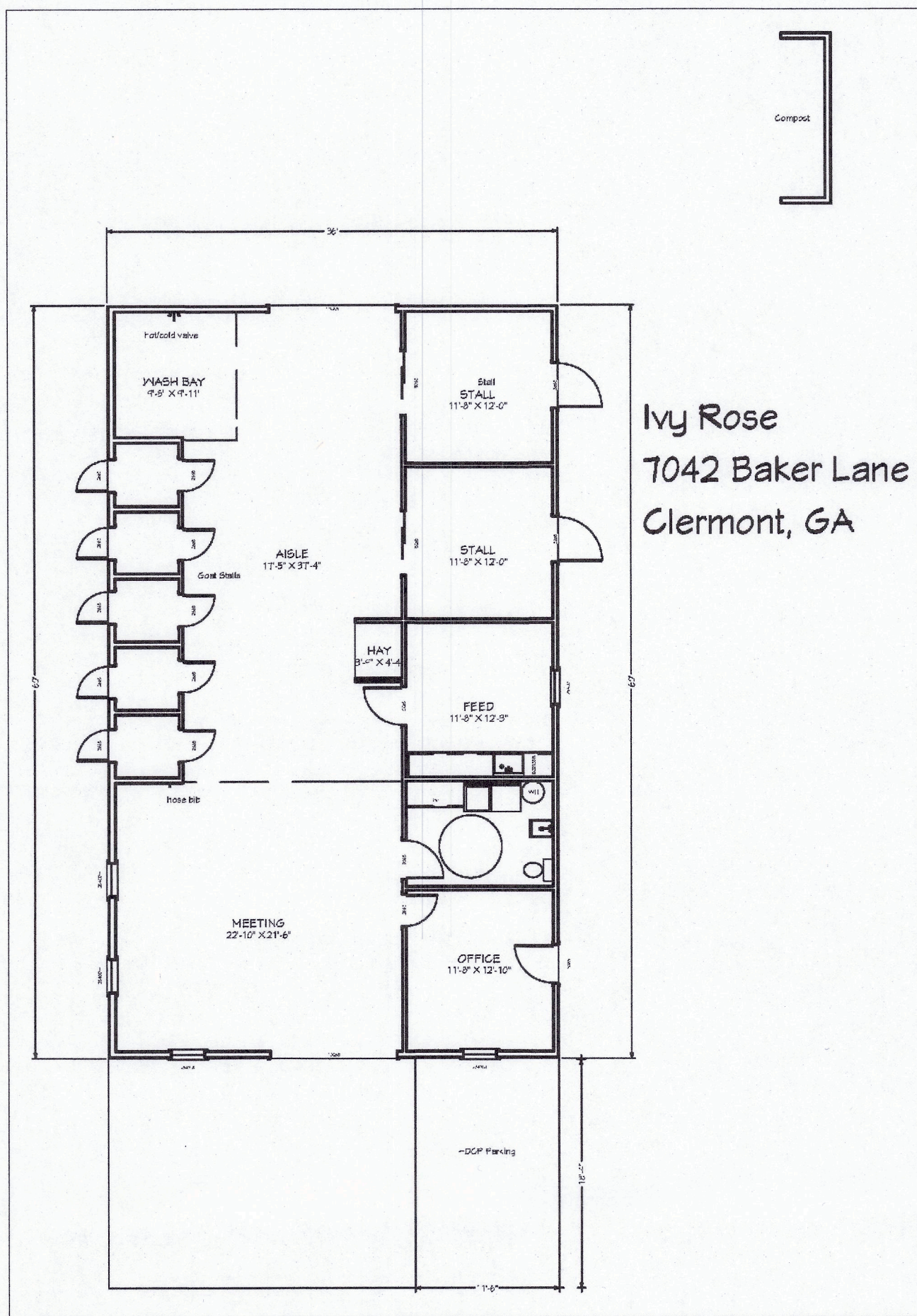
Location: 7042 BAKER LANE, CLERMONT, GA 30527

Commission District 3

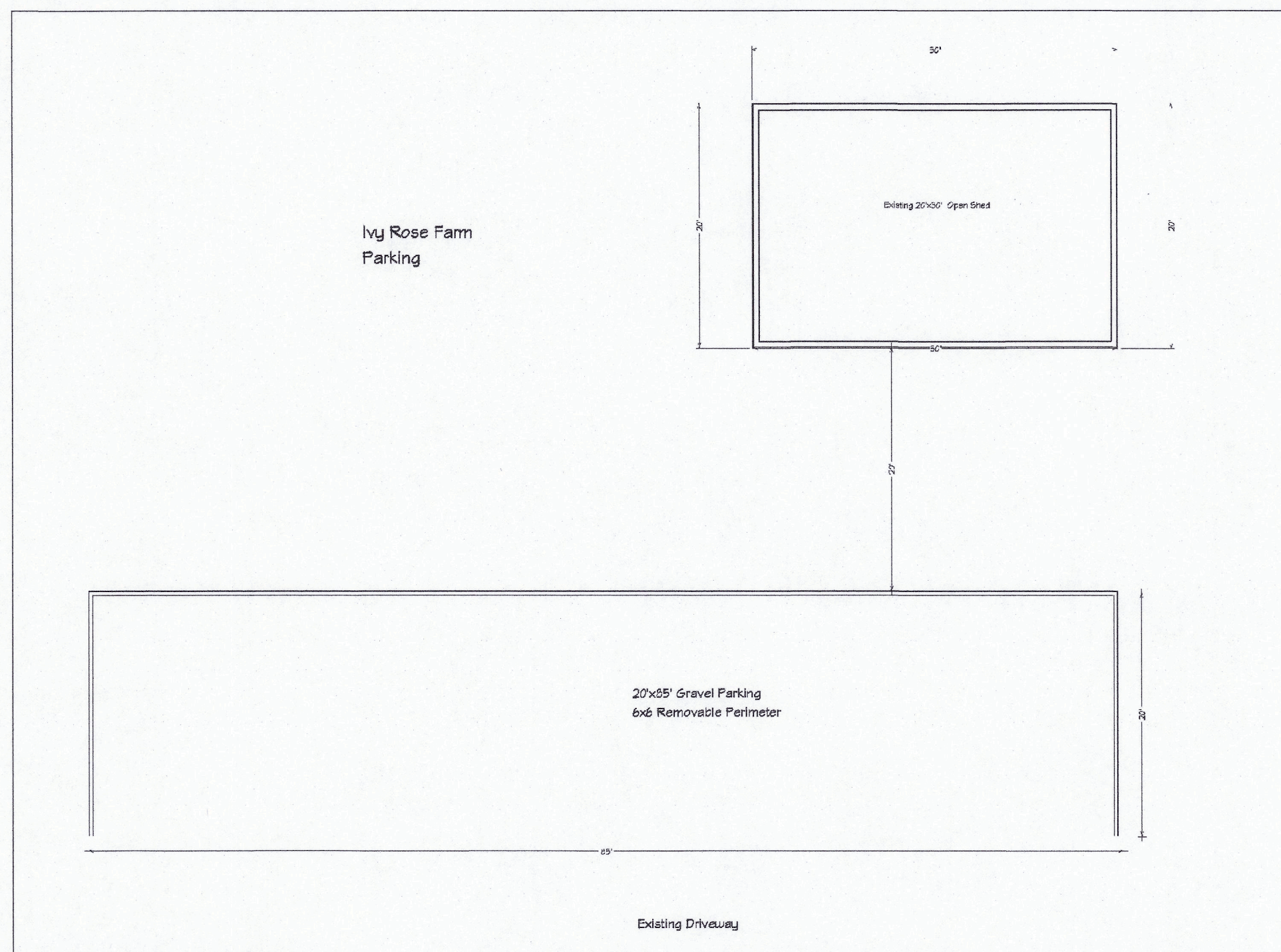
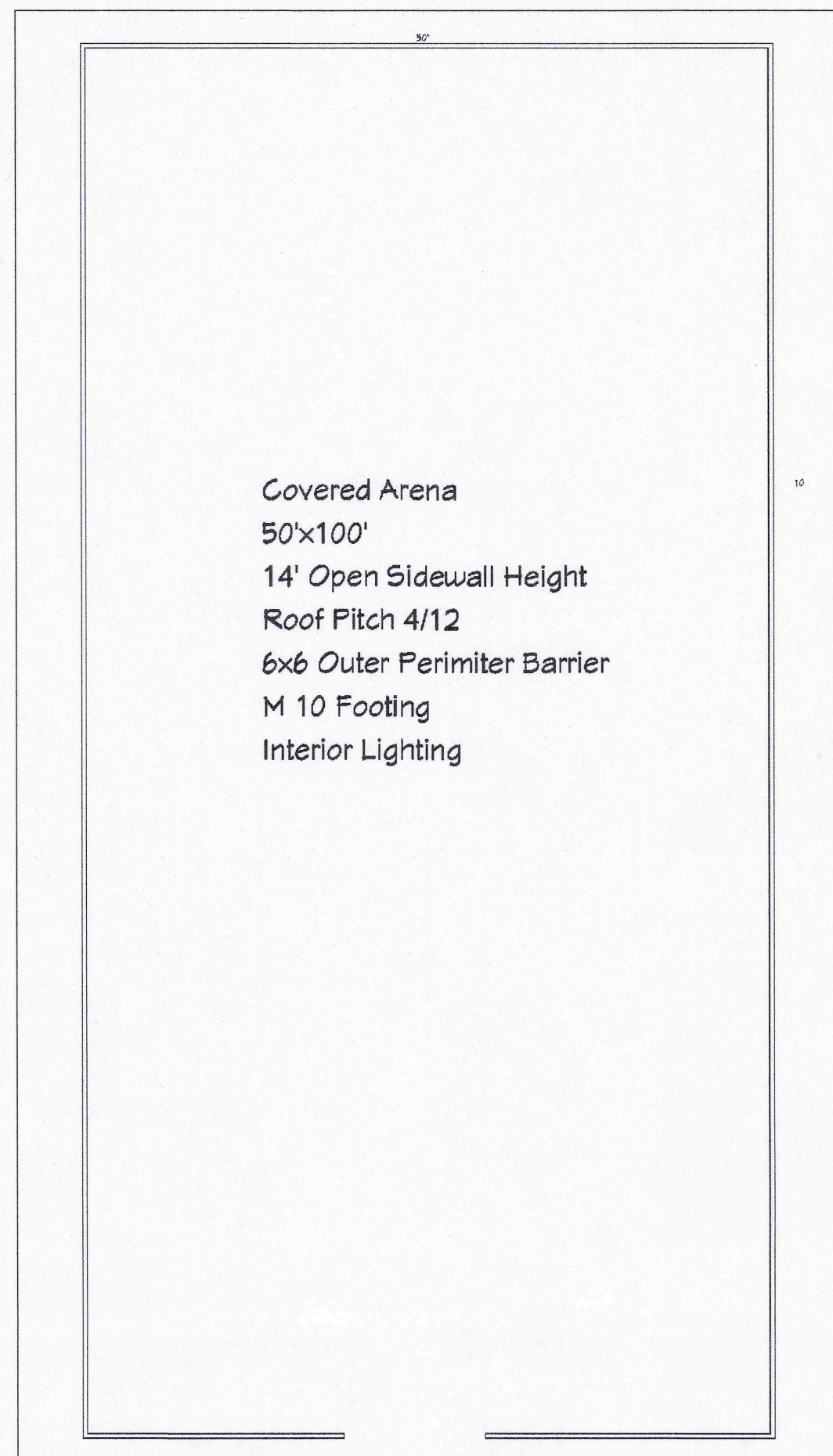
PC Mtg. Date: 09/18/23



- Zoning Boundary
 - City Limits
 - Subject Area
-



Ivy Rose
 7042 Baker Lane
 Clermont, GA



Existing residence that will be demolished in future

Closer to driveway
will become
parking

Will stay pasture
closer to the existing
barn





Existing farmhouse/
guesthouse
Used for cottage food

This section of existing barn will be demolished

Labeled as "Existing shed" on Site plan

This portion of existing barn will remain and become three sided goat shelter

Milk parlor will move to next to new barn





"Existing Shed"

Milk parlor that will move next to new barn

Part of barn that will not be demolished and will be used for goats still; will have metal siding walls added to 3 sides

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, August 18, 2023 12:02 PM
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 9.18.23

Item 1, 3922 Green Drive, Poole: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. This plat is currently under review by the Hall County Plat Review Team and Environmental Health can approve the subdivision plat of Lot 5 into 3 parcels as currently proposed. Any reconfigurations of currently submitted plat due to other county department requirements will require further review; additional requirements/fees may apply and approval of changes/reconfigurations is not implied.

Item 2, 3268 Whidby Road, Bazemore: Please note that Zoning approval does not imply approval from other county departments. All proposed structures must meet required setbacks to the existing septic system. An existing system evaluation will be required to verify setbacks and area available for full future repair of septic system. Due to age of existing septic system, it cannot be modified, only replaced. Replacement of existing septic system will require Level 3 soil evaluation and area available to relocate system and have full, feasible future repair of septic system. Application for an existing system evaluation and/or completion of additional requirements for Environmental Health does not guarantee approval.

Item 3, 5991 Circle Four Ranch, Loyd: Must meet all Environmental Health residential septic system permitting requirements.

Item 4, 7042 Baker Lane, Labovitz: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Septic Permit OSC-7948 was issued on February 24, 2023 to accommodate a 36' x 60' barn with bathroom.

Item 5, 8545 Belton Bridge Road, Mallard View: No comment.

Items 6A-D, 3405/3419/3505 Cleveland Hwy/3906 Donna Drive, Dutton Properties: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 7, 3302/3212 Antioch Campground Church/3446/3450/3456 Looper Lake Road: No comment. Public sewer.

Items 8A&B, 4053 Cleveland Hwy, Hunt: Non-domestic wastewater treatment and disposal must be permitted by EPD.

Items 9A-C, 1731 Friendship Road, Wilbanks: 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)

<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Tuesday, August 15, 2023 10:37 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Subject: RE: Tentative Planning Agenda for September 18, 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.

See comments below, in red.

Veronica Chavers
DITO Civil Engineer 3



District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8488 office

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Friday, August 11, 2023 10:52 AM
To: Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Bill Nash (CDI: Public Works) <bnash@hallcounty.org>; Bill Schmid <weschmid@rochester-assoc.com>; Brandi Smith (CDI: Business License) <bsmith@hallcounty.org>; Brent Holloway (Parks and Leisure) <bholloway@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>; Chris Braswell (Planning) <cbbraswell@hallcounty.org>; Christopher Armstrong (Fire Services) <carmstrong@hallcounty.org>; Dan Barnes <Daniel.C.Barnes@usace.army.mi>; Ellis Still (CDI: Planning) <estill@hallcounty.org>; Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Dykes, Jason <jdykes@dot.ga.gov>; Jason Skarda (CDI: Engineering) <jskarda@hallcounty.org>; Jeremy Wills (jeremy.wills@gainesvillega.gov) <jeremy.wills@gainesvillega.gov>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Peevy, Jonathan <jpeevy@dot.ga.gov>; Karen Martinez (CDI: Public Works - Sewer) <kmartinez@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Matt Cox <matt.cox@hallco.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Millie Perez (Community Development & Infrastructure) <mperez@hallcounty.org>; Nick Swafford <NSwafford@gainesvillega.gov>; Nicole Griffin (Tax Assessors) <nicole.griffin@hallcounty.org>; Pam Cravero <Pam.Cravero@hallco.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; rich <rich@flowerybranchga.org>; Scott Puckett <spuckett@hallcounty.org>; Srikanth Yamala (CDI) <syamala@hallcounty.org>; Stephen Cain <troy.s.cain@usace.army.mil>; Steve Watson (Real Property) <rswatson@hallcounty.org>; Tammie Croy (CDI: Engineering) <tcroy@hallcounty.org>; Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>; Chavers, Veronica E <VChavers@dot.ga.gov>; Wanda Sutton (CDI: Engineering) <wsutton@hallcounty.org>; will schofield <will.schofield@hallco.org>
Subject: Tentative Planning Agenda for September 18, 2023

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, September 18, 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, August 18th**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – September 5, 2023

OLD BUSINESS

1. [3922 Green Drive | Amend Conditions of R-I | on a 16.00± acre parcel located on the south side of Green Drive at its intersection with Clarks Bridge Road | Zoned R-I, Tax Parcel 10156 000009 | Proposed Use: 9-lot subdivision | ** Commission District 3 | Larry Poole, applicant.](#) **Requires GDOT coordination for driveway access on Clarks Bridge Rd.**

NEW BUSINESS

1. [3268 Whidby Road | Variance | 17.240.010 to reduce the right yard setback from 10 feet to 5 feet | on a 0.30± acre tract located on the north side of Whidby Road, approximately 1,815 feet from its intersection with Lanier Islands Parkway | Zoned V-C Tax Parcel 07330 004001D | Proposed Use: detached garage | * Commission District 2 | Sheridan Bazemore, applicant.](#) **No GDOT coordination required**
- 2.
3. [5991 Circle Four Ranch | Use Subject to Planning Commission Approval | 17.110.030. caretaker and/or employee residences | on a 3.03± acre tract located approximately 686 feet south of its intersection with Blackjack Road | Zoned AR-III; Tax Parcel 15048 000034C | Proposed use: caretaker residence | * Commission District 1 | Greg Loyd, applicant.](#) **No GDOT coordination required**
4. [7042 Baker Lane | Use Subject to County Commission Approval | 17.215.020. agri-entertainment | on a 31.02± acre tract located on the terminus of Baker Lane | Zoned AR-IV; Tax Parcel 12037 000003 | Proposed use: agri-entertainment business | ** Commission District 3 | Laura Labovitz, applicant.](#) **No GDOT coordination required**
5. [8545 Belton Bridge Road | Amend Conditions of AR-IV | on a 8.23± acre parcel located at the terminus of Pintail Court | Zoned AR-IV; Tax Parcel 12127 000001 | Proposed Use: Amenity area | ** Commission District 3 | Mallard View Homeowners Association, applicant.](#) **No GDOT coordination required**
2. [\(A\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Rezone | from Agricultural Residential III \(AR-III\) and Planned Commercial Development \(PCD\)/ Gateway Corridors Overlay District \(GCOD\) to Light Industrial \(I-I\) / Gateway Corridors Overlay District \(GCOD\) on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: boat and RV storage and an office/warehouse | ** Commission District 3 | Dutton Properties, applicant.](#) **Requires GDOT coordination for driveway access on Cleveland Hwy.**
- 6.
3. [\(B\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Use Subject to County Commission Approval | 17.420.050. outdoor storage | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: outdoor storage within Gateway Corridors Overlay District | ** Commission District 3 | Dutton Properties, applicant.](#) **Requires GDOT coordination for driveway access on Cleveland Hwy.**

4. [\(D\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Variance | 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: boat and RV storage and office/warehouse | ** Commission District 3 | Dutton Properties, applicant. Requires GDOT coordination for driveway access on Cleveland Hwy.](#)

7. [3302 and 3212 Antioch Campground Church and 3446, 3450, and 3456 Looper Lake Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) on 55.16± acres located on the south side of Antioch Campground Road at its intersection with Looper Lake Road | Zoned AR-III; Tax Parcels 10096 000006 \(pt.\), 000004, 000059, 000061, and 000062 | Proposed Use: 108 unit single-family development | ** Commission District 2 | Carole Freeman, applicant. No GDOT coordination required](#)

8. [\(A\) 4053 Cleveland Highway | Rezone | from Agriculture-Residential-III \(AR-III\) to Suburban-Shopping \(S-S\) / Gateway Corridors Overlay District \(GCOD\) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | ** Commission District 3 | Donnie Hunt, applicant. Requires GDOT coordination for driveway access on Cleveland Hwy.](#)
[\(B\) 4053 Cleveland Highway | Use Subject to Planning Commission Approval | 17.140.020. shopping centers | on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: Shopping Center | * Commission District 3 | Donnie Hunt, applicant. Requires GDOT coordination for driveway access on Cleveland Hwy.](#)

9. [\(A\) 1731 Friendship Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Commercial Development \(PCD\) / Gateway Corridors Overlay District \(GCOD\) on a 7.33± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 \(pt.\) | Proposed Use: 185-unit multi-family development | ** Commission District 1 | Tim Wilbanks, applicant. Requires GDOT coordination for driveway access on Friendship Rd](#)

10. [\(B\) 1731 Friendship Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Highway Business \(H-B\) / Gateway Corridors Overlay District \(GCOD\) on a 2.72± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 \(pt.\) | Proposed Use: permitted uses within H-B | ** Commission District 1 | Tim Wilbanks, applicant. Requires GDOT coordination for driveway access on Friendship Rd](#)

11. [\(C\) 1731 Friendship Road | Variance | 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on a 10.04± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 | Proposed Use: 185-unit multi-family development and permitted uses within H-B | ** Commission District 1 | Tim Wilbanks, applicant. Requires GDOT coordination for driveway access on Friendship Rd](#)

*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, October 26, 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, October 26, 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 Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: August 18, 2023

Subject: September 18, 2023 - Hall County Planning Commission Agenda

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Srikanth Yamala

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 18, 2023 meeting. Upon review, we provide the following comments.

1. [3922 Green Drive | Amend Conditions of R-1 | on a 16.00± acre parcel located on the south side of Green Drive at its intersection with Clarks Bridge Road | Zoned R-1, Tax Parcel 10156 000009 | Proposed Use: 9-lot subdivision | ** Commission District 3 | Larry Poole, applicant.](#)
 - a. **Engineering:** As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required.
Show stream buffer and impervious setback from wooded vegetation not centerline of stream.
 - b. **Traffic:** Permit will be required from GDOT for driveway connection to Clarks Bridge Road.
 - c. **Utilities:** No sewer connection available in the area.

2. [3268 Whidby Road | Variance | 17.240.010 to reduce the right yard setback from 10 feet to 5 feet | on a 0.30± acre tract located on the north side of Whidby Road, approximately 1,815 feet from its intersection with Lanier Islands Parkway | Zoned V-C Tax Parcel 07330 004001D | Proposed Use: detached garage | * Commission District 2 | Sheridan Bazemore, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

3. [5991 Circle Four Ranch | Use Subject to Planning Commission Approval | 17.110.030. caretaker and/or employee residences | on a 3.03± acre tract located approximately 686 feet south of its intersection with Blackjack Road | Zoned AR-III; Tax Parcel 15048 000034C | Proposed use: caretaker residence | * Commission District 1 | Greg Loyd, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

4. [7042 Baker Lane | Use Subject to County Commission Approval | 17.215.020. agri-entertainment | on a 31.02± acre tract located on the terminus of Baker Lane | Zoned AR-IV; Tax Parcel 12037 000003 | Proposed use: agri-entertainment business | ** Commission District 3 | Laura Labovitz, 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 wretched vegetation not centerline of stream.
FEMA and Hall County studied Flood plains present on site.
 - b. **Traffic:** Improvements along Baker Lane and Baker Circle may be required
 - c. **Utilities:** No sewer available

5. [8545 Belton Bridge Road | Amend Conditions of AR-IV | on a 8.23± acre parcel located at the terminus of Pintail Court | Zoned AR-IV; Tax Parcel 12127 000001 | Proposed Use: Amenity area | ** Commission District 3 | Mallard View Homeowners Association, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

6. [\(A\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Rezone | from Agricultural Residential III \(AR-III\) and Planned Commercial Development \(PCD\)/ Gateway Corridors Overlay District \(GCOD\) to Light Industrial \(I-I\) / Gateway Corridors Overlay District \(GCOD\) on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: boat and RV storage and an office/warehouse | ** Commission District 3 | Dutton Properties, applicant. \(B\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Use Subject to County Commission Approval | 17.420.050. outdoor storage | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: outdoor storage within Gateway Corridors Overlay District | ** Commission District 3 | Dutton Properties, applicant. \(D\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Variance| 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: boat and RV storage and office/warehouse | ** Commission District 3 | Dutton Properties, applicant.](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
Proposed GDOT project goes right through this parcel.
 - b. **Traffic:** Permit from GDOT will be required for connection to Cleveland Highway.
 - c. **Utilities:** No sewer connection within feasible distance

7. [3302 and 3212 Antioch Campground Church and 3446, 3450, and 3456 Looper Lake Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) on 55.16± acres located on the south side of Antioch Campground Road at its intersection with Looper Lake Road | Zoned AR-III; Tax Parcels 10096 000006 \(pt.\), 000004, 000059, 000061, and 000062 | Proposed Use: 108 unit single-family development | ** Commission District 2 | Carole Freeman, applicant.](#)
- A. **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6. Show stream buffer and impervious setback from wretched vegetation not centerline of stream
Floodplain present on site.
- b. **Traffic:** Traffic impact study hasn't been submitted
Improvements to Antioch Campground Road may be required.
Recommend a condition that all lots access internal subdivision roads only.
Applicant should verify that required intersection sight distance for proposed entrance can be achieved.
- c. **Utilities:** City of Gainesville sewer district.
8. [\(A\) 4053 Cleveland Highway | Rezone | from Agriculture-Residential-III \(AR-III\) to Suburban-Shopping \(S-S\) / Gateway Corridors Overlay District \(GCOD\) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | ** Commission District 3 | Donnie Hunt, applicant.](#)
[\(B\) 4053 Cleveland Highway | Use Subject to Planning Commission Approval | 17.140.020. shopping centers | on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: Shopping Center | * Commission District 3 | Donnie Hunt, 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 wretched vegetation not centerline of stream
- b. **Traffic:** Permit from GDOT will be required for access from Cleveland Highway.
- c. **Utilities:** No sewer connection within a feasible distance.
9. [\(A\) 1731 Friendship Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Commercial Development \(PCD\) / Gateway Corridors Overlay District \(GCOD\) on a 7.33± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 \(pt.\) | Proposed Use: 185-unit multi-family development | ** Commission District 1 | Tim Wilbanks, applicant.](#)
[\(B\) 1731 Friendship Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Highway Business \(H-B\) / Gateway Corridors Overlay District \(GCOD\) on a 2.72± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 \(pt.\) | Proposed Use: permitted uses within H-B | ** Commission District 1 | Tim Wilbanks, applicant.](#)
[\(C\) 1731 Friendship Road | Variance | 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on a 10.04± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 |](#)

Proposed Use: 185-unit multi-family development and permitted uses within H-B | ** Commission District 1 | Tim Wilbanks, 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 wretched vegetation not centerline of stream
- b. **Traffic:** GDOT permit will be required for connection to Friendship Road.
- c. **Utilities:** Hall County sewer district – sewer connection is within a feasible distance.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Monday, August 14, 2023 4:47 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Monday, September 18, 2023 Hall County Planning Commission Meeting.

1. [7042 Baker Lane | Use Subject to County Commission Approval | 17.215.020. agri-entertainment | on a 31.02± acre tract located on the terminus of Baker Lane | Zoned AR-IV; Tax Parcel 12037 000003 | Proposed use: agri-entertainment business | ** Commission District 3 | Laura Labovitz, applicant.](#)

Hall County Fire Marshal's Comments:

- 1) The nearest fire hydrant is 2,630 feet away from the proposed Agri Business.
- 2) IFC 507.5.1 Where Required: Where a building is constructed or moved into and is more than 400 feet from a fire hydrant on a fire apparatus road on site fire main and fire hydrant(s) shall be installed.
- 3) IFC 503.1.1 Approved fire apparatus access road shall be provided for every building constructed or moved into. The fire apparatus road shall extend to within 150 feet of all portions of the facility.
- 4) Engineered site plans will be required for review.

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: Beth Garmon (CDI: Planning)
Sent: Tuesday, July 18, 2023 11:26 AM
To: Randi Doveton (CDI: Planning); Katie L. Greenway (CDI: Planning)
Cc: Anael Dominguez (CDI: Planning)
Subject: FW: Questions for conservation easement for 7042 Baker Lane

FYI

Beth Garmon

Zoning Director
Hall County Community Development and Infrastructure
(office) 770-531-6809
(direct) 770-297-2626
bgarmon@hallcounty.org

Please note, our offices will be closed from 4:20PM to 5:00PM on Wednesday, July 26, 2023 for a staff meeting. We will return all messages in the order received when we return on Thursday, July 27th.

All **PLAT** and **BUILDING PERMIT** submittals may be submitted online through [Accela](#). Plat inquiries may be submitted to plats@hallcounty.org. Building permit inquiries may be submitted to permits@hallcounty.org. Zoning inquiries may be submitted to planning@hallcounty.org.



From: Steve Watson (Real Property) <rswatson@hallcounty.org>
Sent: Tuesday, July 18, 2023 11:19 AM
To: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Cc: Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>; Nicole Griffin (Tax Assessors) <nicole.griffin@hallcounty.org>; John Smith (Tax Assessors) <jtsmith@hallcounty.org>; Laura Labovitz <happytrailsfl@gmail.com>
Subject: Re: Questions for conservation easement for 7042 Baker Lane

Beth

We're good per my conversation with Ms. Labovtz. We are good with her immediate plans and the proposed rezoning. There will be no threat of breach based on our conversation.

I apologize for the delay.

Respectfully,

Steve Watson, Director/Chief Appraiser
Hall County Board of Tax Assessors
770.531.6733 (o)
470.691.7375 (m)

Sent from my iPhone

On Jul 17, 2023, at 10:17 AM, Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org> wrote:

Good morning, Steve.

Just wanted to clarify – for 7042 Baker Lane’s zoning application, would agri-tourism be considered a breach of the CUVA, or not?

Thank you,
Beth

Beth Garmon
Zoning Director
Hall County Community Development and Infrastructure
(office) 770-531-6809
(direct) 770-297-2626
bgarmon@hallcounty.org

All **PLAT** and **BUILDING PERMIT** submittals may be submitted online through [Accela](#). Plat inquiries may be submitted to plats@hallcounty.org. Building permit inquiries may be submitted to permits@hallcounty.org. Zoning inquiries may be submitted to planning@hallcounty.org.



From: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>
Sent: Saturday, July 15, 2023 4:42 PM
To: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Subject: Fwd: Questions for conservation easement for 7042 Baker Lane

Sent from my iPhone

Begin forwarded message:

From: Laura Labovitz <happytrailsfl@gmail.com>
Date: July 15, 2023 at 9:31:52 AM EDT
To: "Steve Watson (Real Property)" <rswatson@hallcounty.org>
Cc: "John Smith (Tax Assessors)" <jtsmith@hallcounty.org>, "Randi Doveton (CDI: Planning)" <rdoveton@hallcounty.org>, "Tracy Gilreath (Tax Assessors)" <tgilreath@hallcounty.org>
Subject: Re: Questions for conservation easement for 7042 Baker Lane

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

Good morning, just wanted to follow up after our conversation on Thursday. As discussed, we will propose an addition to the application that states no activities that would breach the conservation easement will be done until the easement has expired. Was there anything else I'm forgetting?

It was a pleasure talking to you, hope you have a great weekend and thanks again for your time.

-Laura Labovitz

On Wed, Jul 12, 2023 at 2:46 PM Steve Watson (Real Property) <rswatson@hallcounty.org> wrote:

770.531.6733

Respectfully,

Steve Watson,

Director/Chief Appraiser of Hall County Board of Assessors

[Hall County Government](#)

(office) 770-531-6733

(cell) 470-691-6375

rswatson@hallcounty.org

<image001.jpg>

From: Laura Labovitz <happytrailsfl@gmail.com>
Sent: Wednesday, July 12, 2023 12:56 PM
To: Steve Watson (Real Property) <rswatson@hallcounty.org>
Cc: John Smith (Tax Assessors) <jtsmith@hallcounty.org>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>
Subject: Re: Questions for conservation easement for 7042 Baker Lane

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.

I think 30 minutes will be just fine, I will call at 11 tomorrow. What's the best number to reach you at?

Thank you, appreciate you taking the time to chat!

-Laura

404-579-1288

On Wed, Jul 12, 2023 at 11:57 AM Steve Watson (Real Property) <rswatson@hallcounty.org> wrote:

Yes I can do that. I have a hard stop at 11:30 thought. I think that 30-minutes would get us through most of the issues. If you think not I'm happy to do earlier or later.

Respectfully,

Steve Watson,

Director/Chief Appraiser of Hall County Board of Assessors

[Hall County Government](#)

(office) 770-531-6733

(cell) 470-691-6375

rswatson@hallcounty.org

<image001.jpg>

From: Laura Labovitz <happytrailsfl@gmail.com>
Sent: Tuesday, July 11, 2023 6:44 PM
To: Steve Watson (Real Property) <rswatson@hallcounty.org>
Cc: John Smith (Tax Assessors) <jsmith@hallcounty.org>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>
Subject: Re: Questions for conservation easement for 7042 Baker Lane

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

Thanks for getting back to me so quickly, are you available Thursday at 11am for a call?

On Tue, Jul 11, 2023 at 4:48 PM Steve Watson (Real Property) <rswatson@hallcounty.org> wrote:

Ms. Labovitz

The Gainesville Times article stated that you would be "A North Hall farm selling raw goat milk and pepper jelly wants to expand with more products and services, including horseback riding lessons and farm animal-assisted therapy programs."

If the goats are being raised on the property and the peppers to make the jelly are being grown on the property that in of itself is not a problem. However, giving horseback lessons and farm animal-assisted therapy programs would be considered another type of business unless you are not charging for those services.

However, "classes centered around farming, plant uses, crafts and "community building," might be considered agritourism.

The article goes on to state, *"The proposed use encompasses elements of an agri-entertainment business and an equestrian center, both of which require conditional approval" from the Hall County Board of Commissioners.*" I would have to know more about the equestrian center uses before I could comment on that. I can make myself available tomorrow and Thursday if you would like to discuss further.

Respectfully,

Steve Watson,

Director/Chief Appraiser of Hall County Board of Assessors

(office) 770-531-6733

(cell) 470-691-6375

rswatson@hallcounty.org

<image001.jpg>

From: Laura Labovitz <happytrailsfl@gmail.com>

Sent: Tuesday, July 11, 2023 3:55 PM

To: Steve Watson (Real Property) <rswatson@hallcounty.org>

Subject: Questions for conservation easement for 7042 Baker Lane

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.

Hello Steve, my name is Laura and I left a voicemail just a bit ago. I was told to contact you with questions - I have a zoning application in, and was under the impression that the activities we planned were not a breach of our conservation easement. Can you please let me know which parts of the application are not in compliance?

Thank you!

-Laura Labovitz

404-579-1288

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Sent from Gmail Mobile

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Sent from Gmail Mobile

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Sent from Gmail Mobile

Print

Planning Commission Comments - September 18, 2023 - Submission #79556

Date Submitted: 9/15/2023

Comments completed in the form below will be submitted into the record for the September 11, 2023 meeting of the Hall County Planning Commission.

First Name*

Angela

Last Name*

Carruth

Address1*

7005 Baker Circle

Address2

City*

Clermont

State*

GA

Zip*

30527

Zoning Item for Comment*

4. 7042 Baker Lane | 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*

Hello and thank you for your time and careful consideration of this proposed zoning request located in North Hall County. Our family has lived at 7005 Baker Circle, Clermont Ga for 30 years plus a few months. Many of our neighbors are long-time vested residents of this area as well. Much of our voice against this venue remains the same as previously shared due to the only updated change is that retail sales were deleted from Commercial Development as proposed earlier. With Agri-Entertainment Zoning request, here are current concerns from our family:

- *reduction in our property value (and we all know the groans of citizens who have had such steep increases in property tax levels recently); our property taxes increase while our values would decrease with this proposed zoning change
- *reduction in our peace (especially with the amplification permit piece contained in the proposal); and this is also a very vaguely worded piece that needs further clarity to protect landowners surrounding Ivy Rose Farm
- *reduction to enjoy our property like we do today (due to excessive road dust/increased traffic/increased noise levels both felt and heard from traffic traveling along a gravel road as well as increased noise levels created from Ivy Rose Farm)
- *reduction to remain safe while walking on our narrow gravel road or for neighbors to ride horses on the road safely
- *increase in traffic is difficult to monitor and road remains very narrow and is often no more than ONE lane throughout the entirety of Baker Lane/Baker Circle
- *this one laned-road fact with our road causes vehicles and school buses to pull on to a portion of yards to allow another vehicle to pass safely; our road is not built for traffic. Period. It is not two lanes wide nor is it paved. Our homes were grandfathered in years ago and often sit close to the gravel road. Ours sits a mere 53 feet away from the road. If the county were to take a right of way of 50 feet, we would not have a front yard. Therefore, we feel widening the road and possibly paving the road is not an option for us. Our well also is in close proximity of the road and would have to be relocated if our road were to ever be widened or paved. This would create a large expense as well as placing any new well drilled too close to our septic system. Therefore, our septic system would most likely have to be relocated as well resulting in an enormous expense to our family. In my opinion, the county should be upgrading our roads for this zoning but you see clearly many obstacles against this being an easy task outside of the expense to carry this out. Our roads do not meet a community standard. Period.
- *could an entrance to Ivy Rose Farm be proposed to connect to Hwy 284/Shoal Creek Road possibly ? This would help to avoid the issues of traffic along Baker Lane/Baker Circle
- *there is question about the closest fire hydrant being far away from the proposed agri-entertainment site; has this been studied carefully ?
- *no one wants this agri-entertainment zoning who lives within close proximity of the farm; this only benefits Ivy Rose Farm. There is nothing but heartache and tension between Baker Circle residents and the proposal being made.
- *lastly, I plea that you each drive to Baker Lane/ Baker Circle and see for yourselves the true dilemma this places on our community. Please let me know on September 18th if you were able to do this and what your thoughts were. I'd like to thank you in advance for considering the short drive to our area to educate yourselves on the matter. (no photos are included with this comment but I have retained photos taken previously I can show again as reminders of narrow roads and close proximity of our home's drilled well to road etc).

Please write your comments in the box above.

File Upload

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?

carruthio17@gmail.com, 770-718-7883 (I'll see you 9-18-23)

Please leave an email address and/or phone number if you would like a Hall County staff member to follow-up with you.

Print

Planning Commission Comments - September 18, 2023 - Submission #79577

Date Submitted: 9/17/2023

Comments completed in the form below will be submitted into the record for the September 11, 2023 meeting of the Hall County Planning Commission.

First Name*

Jeff

Last Name*

Carruth

Address1*

7005 Baker Circle

Address2

City*

Clermont

State*

GA

Zip*

30527

Zoning Item for Comment*

4. 7042 Baker Lane | 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*

To the Planning and Zoning Board:
Ladies and Gentlemen,

We as residents of 7005 Baker Circle are communicating with you once again about the proposed changes at Ivy Rose Farm. We appreciate your efforts in the removal of consideration for a Proposed Commercial Development for Ivy Rose Farm. However, the removal of said designation, doesn't change the primary reasons for our opposition to the increase in Agri-Entertainment at Ivy Rose Farm.

1) We believe this location is ill-suited for the purpose for which it is planned. Ivy Rose Farm has no private entrance. The only means of entry and exit is a narrow, gravel, county road, maintained by taxpayer's dollars, and is not just for the use of Ivy Rose Farm. There is not ample room for two vehicles to pass on Baker Lane. Ivy Rose Farm uses this road to access their property, but they do not control this road for business, or personal purposes. We share this road, in that we enter our driveway from Baker Lane, and the entire left side of our property borders Baker Lane. Ms. Lebovitz may seem well-intentioned in making out sample calendars of events, with theoretical numbers of visiting persons and vehicles, but to us these measures are speculative, and tentative at best. The schedule of events, and numbers of additional vehicles do not fit the "rural character" of our neighborhood.

2) Sound Amplification-Agri-entertainment both are terms that have connotations of large group gatherings. If Ms. Lebovitz wanted to assure her neighbors of her good intentions, and show her good will towards them, neither the terms "entertainment" or "amplification" accomplishes her goals. Again, the tentative nature of her plans, leaves speculation as to what will occur on Ivy Rose Farm. How loud will the music be? How late will it be played?

Under the guise of personal events, most likely for family or friends, Ivy Rose Farm could host large gatherings, as long as they don't charge for them. Free events seem to be a blank check for Ivy Rose Farm to host any event they want.

Entertainment and Amplification are vague in their definitions, and broad in their scope. These seem like blank checks for unacceptable traffic and noise. Again, Entertainment and amplification do not fit the "rural character" of our neighborhood.

In conclusion, we find ourselves back at the same place we were when we presented our reasons for opposition to this at the last meeting. We are growing weary of stating what are reasonable and obvious facts about why this is not a good fit for Baker Circle, Baker Lane.

There is no need to present photos of the narrow roads, you have seen them. There is no need to parade an endless program of speakers before the board. We humbly submit that you, as The Planning and Zoning Board, have all the facts you need.

This is not a place for 30, 20, or even ten additional cars a month. These are country roads, not intended for traffic.

Furthermore, it is definitely not a place for amplified sound. This is a rural community, not suited for a venue.

Ms. Lebovitz has said she isn't interested in having a venue, but entertainment, and amplification are terms that sound more like a venue atmosphere than a farm.

No further case needs to be made, yet here we are again, repeating the same facts to you again.

We are requesting that you deny Agri-entertainment, and Amplification for Ivy Rose Farm, and preserve the "rural character" of this community. It is clear that Baker Circle and Baker Lane are shared by all the neighbors in our community. The county roads we live on are egress to and from our property, and not private and exclusive for the use of Ivy Rose Farm.

The choice is obvious given all the previous facts that were made at the last meeting, again there is no need to make the case over and over again.

We appreciate your careful consideration of this matter.

Respectfully,
Jeff Carruth
7005 Baker Circle
Clermont, Ga. 30527

Please write your comments in the box above.

File Upload

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: LAURA LABOVITZ
REQUEST: USE SUBJECT TO COUNTY COMMISSION
APPROVAL FOR AN ADULT ENTERTAINMENT BUSINESS
PLANNING COMMISSION PUBLIC HEARINGS WILL BE HELD ON:
Date: Sep. 19, 2023 & Date: Oct. 24, 2023
Time: 5:15 p.m. & Time: 6:00 p.m.
HALL COUNTY GOVERNMENT CENTER, 200 BROWN ST. BRIDGEVILLE, OHIO 43017
FOR MORE INFORMATION CALL: (773) 531-6800

DO NOT ENTER
WITHOUT
PRE-SCHEDULED
APPOINTMENT
THANK YOU

1042



AGENDA ITEM

Planning and Development

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 568/2023

SUBJECT: **8545 Belton Bridge Road | Amend Conditions** | of a previous rezoning regarding a subdivision amenity area on a 8.23± acre parcel located at the terminus of Pintail Court | Zoned AR-IV; Tax Parcel 12127 000001 | **Proposed Use: Amenity area** | Commission District 3 | **Mallard View Homeowners Association, applicant.**

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: RD

Recommendation:

Approval.

Conditions:

1. The development is approved as generally shown on the site plan (Site Plan_Mallard View_LDP plans, dated May 16, 2023) and as described in the project narrative (Updated Narrative, dated August 9, 2023), modified as necessary for compliance with the conditions herein and development standards enforced at the time of site plan approval.
2. The applicant shall provide off-street parking on the subject parcel in accordance with the requirements of [17.250](#), off-street parking, storage, and loading requirements.

Purpose of Request:

8545 Belton Bridge Road | Amend Conditions | of a previous rezoning regarding a subdivision amenity area on a 8.23± acre parcel located at the terminus of Pintail Court | Zoned AR-IV; Tax Parcel 12127 000001 | **Proposed Use: Amenity area** | Commission District 3 | **Mallard View Homeowners Association, 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			
JR			

Attachments:

- Board Memo
- Recommendation Report
- Application
- Updated Narrative
- Original Narrative
- Site Plan
- Maps
- Environmental Health Comments
- GDOT Comments
- Public Works Comments
- Fire Comments
- Notice Sign Photos



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Randi Doveton, Director of Planning & Development

Date: October 9, 2023

Subject: **8545 Belton Bridge Road | Amend Conditions |** of a previous rezoning regarding a subdivision amenity area on a 8.23± acre parcel | **Proposed Use: Amenity area | Mallard View Homeowners Association, applicant.**

The request before you is the request of Mallard View Homeowners Association to Amend Conditions of AR-IV to allow an amenity area. This item is located within Commission District 3.

At their September 18, 2023 meeting, the Hall County Planning Commission voted to recommend **approval with two (2) conditions (4-0, Hunt absent).**

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 development is approved as generally shown on the site plan (dated May 16, 2023) and as described in the project narrative (dated August 9, 2023), modified as necessary for compliance with the conditions herein and development standards enforced at the time of site plan approval.
2. The applicant shall provide off-street parking on the subject parcel in accordance with the requirements of [17.250](#), off-street parking, storage, and loading requirements.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Mallard View Homeowners Association

Request Amend conditions of Agricultural Residential IV
(AR-IV, [17.120](#))

Proposed Use Amenity area

Size 8.23± acres

Zoning Agricultural Residential IV (AR-IV, [17.120](#))

Location **8545 Belton Bridge Road** | Tax Parcel 12127
000001

Commission District Three

Planning Commission Date September 18, 2023

Staff Recommendation **Approval with conditions** as the proposed
amendment is consistent with the future land use
classification of Rural in the [Comprehensive Plan](#).

Planning Commission Recommendation.....**Approval, with conditions**
Vote: 4-0 (Hunt absent)

Conditions:

1. The development is approved as generally shown on the site plan (Site Plan_Mallard View_LDP plans, dated May 16, 2023) and as described in the project narrative (Updated Narrative, dated August 9, 2023), modified as necessary for compliance with the conditions herein and development standards enforced at the time of site plan approval.
2. The applicant shall provide off-street parking on the subject parcel in accordance with the requirements of [17.250](#), off-street parking, storage, and loading requirements.

Public Forum:

There were no comments in support or opposition.

Summary Analysis

The applicant is requesting to amend zoning conditions applied to Mallard View Subdivision, originally approved by the Hall County Board of Commissioners on May 17, 2005. The commission approved with conditions the development of a residential subdivision with an amenity area. The first condition states “Development shall be limited to 75 lots, with the amenity site and temporary sales trailer developed as generally shown on the concept plan submitted”. While minor deviations from the original request may be permissible, it has been determined that the deviation is great enough to warrant an amendment to the amenity area as approved in 2005, resulting in the current request.

The original narrative from 2005 outlines an amenity area containing a walking trail around the existing pond, recreation building, covered pavilion, grassy field, outdoor food preparation (barbeque) area, picnic tables and a designated parking area, which is reflected in the approved 2005 site plan. However the new plan includes only the covered pavilion, the size of which is reduced from 800 square feet to 600 square feet (20’ x 30’), and an 8 foot wide mulch trail which provides connection from the cul-de-sac at Pintail Court to the pavilion, a distance of approximately 325 feet.

The narrative states that users will park their vehicles on the grass, though handicap parking will be provided. The submitted site plan (dated 5/16/23) does not show any designated parking spaces. It should be noted that off-street parking, storage, and loading requirements ([17.250.020](#)) state that “parking facilities shall be constructed of dust-free materials which will have a surface resistant to erosion, drained so as to prevent damage to abutting properties or public streets and periodically maintained by the owner...” Additionally, on-street parking is prohibited by [17.250.020](#) within this district (AR-IV, [17.120](#)).

The application states that no septic or sewer connections will be added to the amenity site, nor is any electricity proposed.

Note: subdivision amenities are listed as a conditional use which requires Planning Commission approval within the AR-IV district, ([17.120.020](#)). Subdivision amenities are also subject to the standards and conditions found in [17.350.150](#), subdivision amenities. These standards would have been assessed during the original conditional use process in 2005, but it is worth noting some of the conditions which are not met with the current proposal:

- Facility lighting shall be of the type that prevents direct view of the light source from adjacent residences.
 - No lighting is proposed.
- Off-street parking in accordance with [17.250](#) shall be provided sufficiently to accommodate projected normal usage during peak outdoor recreation seasons.
 - No off-street parking is proposed.

Based on the future land-use plan, staff finds the *proposed amendment to the conditions of the Mallard View Subdivision consistent* with the future land use classification of Rural in the [Comprehensive Plan](#), however, staff finds the proposed changes to the amenity site are inconsistent with the original intent of the amenity site for the subdivision and careful consideration should be given to the proposed changes.

Zoning Analysis

When considering a zoning amendment to the zoning maps, the following items must be considered by Planning commission and the Hall County Commission pursuant to [17.380.060](#):

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The proposed use is suitable as an amenity area for the Mallard View Subdivision, though it is scaled back from what was approved in 2005. This request is an amendment to the conditions of approval and is not a rezoning (amendment to the maps).**
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 use will adversely affect adjacent properties.**
3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **Staff is unable to assess the economic impact of an amenity area for a residential development, though there could be considerable social benefits to the community by having an area to gather.**
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; **Staff does not find that the proposed development will cause an excessive or burdensome use of utilities. However, proper parking and vehicular access facilities are needed for the site. This development may bring increased traffic and congestion to Pintail Court in the form of on-street parking, which is not permitted by the zoning ordinance, and increased activity within the cul-de-sac.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **Based on the future land-use plan, staff finds the proposed amendment to the conditions of the Mallard View Subdivision consistent with the future land use classification of Rural in the [Comprehensive Plan](#), however, staff finds the proposed changes to the amenity site are inconsistent with the original intent of the amenity site for the subdivision.**
6. The extent to which property values are diminished by the existing zoning restrictions; **Absent a market study, staff is unable to determine whether 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.**
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 site has remained a vacant amenity area since 2006, while nearby lots are used for low-density residential purposes within the Mallard View Subdivision.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**

11. Whether the change would create an isolated district unrelated to the surrounding districts; **The amendment to the current Agricultural Residential IV (AR-IV, [17.120](#)) district will not create an isolated district.**
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; **In general, the use does not appear to be 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; **8545 Belton Bridge Road is the only lot dedicated to amenity use and owned by the Mallard View Homeowners Association.**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; **Development on this site may have impacts on the nearby existing pond.**
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. This request is an amendment to the conditions of approval and is not a rezoning (amendment to the maps).**

[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. **The proposal meets the requirement. The 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 [17.380.060.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 applicant submitted a 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. **The applicant narrative states that no sewer or septic system will be present.**
- 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 criterion is not applicable.**

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated August 18, 2023, Emily McGahee stated “No comment.”

Hall County Fire Marshal

In an email dated August 15, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated: “The Hall County Fire Marshal’s Office has no comments as proposed.”

Hall County Public Works and Utilities

In a memo dated August 18, 2023, Bill Nash, Director of Public Works and Utilities, provided the following comments:

Engineering:

No comment.

Traffic:

No comment.

Utilities

No comment.

Georgia Department of Transportation

In an email dated August 15, 2023, Veronica Chavers, D1TO Traffic Operations Civil Engineer 3, confirmed that no GDOT coordination would be required.

- **Excerpts from the minutes of the September 18, 2023 meeting**

Applicant’s Presentation:

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

Don Williams, 8523 Mallard View Way, Lula, presented the request. The applicant stated that this application would fix the approval of 2005. The applicant stated that handicap parking will be provided and regular parking will be on the grass.

Public Forum:

There were no comments in support or opposition.

Planning Commission Comments:

Mr. Braswell questioned if the applicant was aware of the proposed conditions. The applicant stated that he was and he would like to avoid using mulch as recommended.

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

Conditions:

1. The development is approved as generally shown on the site plan (Site Plan_Mallard View_LDP plans, dated May 16, 2023) and as described in the project narrative (Updated Narrative, dated August 9, 2023), modified as necessary for compliance with the conditions herein and development standards enforced at the time of site plan approval.
2. The applicant shall provide off-street parking on the subject parcel in accordance with the requirements of [17.250](#), off-street parking, storage, and loading requirements.

CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Mallard View Homeowner Assoc
 PO Box 534
 Clermont, GA 30527

Property Owner (Name & Mailing Address)

see the left

Phone _____ Phone _____

Email Address _____ Email Address _____

Proposed Use Pavilion use

Contact Person (Name & Mailing Address)

Don Williams - Pres of HOA
 8523 Mallard View Way
 Lula, GA 30554

Phone 770-656-1626

Email Address willy1847@msn.com

Tax Parcel Number ID # 1212700001

Location Address 8545 Belton Bridge Rd, Lula, GA

Status of Applicant

Requested Action

Owner Permissive Use:

Option to Purchase HCPC HCC

Area Resident Fee: \$ _____

Other Receipt #: _____

Zoning: _____ Check #: _____

Acreage 8.23 acres

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

Sign [Signature], Pres of Mallard View HOA Date: 8/3/23

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: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative County Commission Date: _____

County Commission District: _____

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

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

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

I have** I have not

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: 8/3/23

Applicant's/Owner's Name (Printed): Per g HOA

Katie L. Greenway (CDI: Planning)

From: Don Williams <WILLY1847@msn.com>
Sent: Wednesday, August 9, 2023 3:32 PM
To: Katie L. Greenway (CDI: Planning)
Subject: Re: Amending Conditions for Mallard View Amenity Area

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.

Mallard View Homeowners Association
P.O. Box 534
Clermont, GA 30527

per the request of Katie Greenway of the Hall Co. Planning and Development department

The pavilion to be requested to be built by the Mallard View HOA-

will be between the current pond and the eastern property line about 80 feet plus or minus

will be built about 200 feet north of the southern property line of the HOA

will be built about the property lines extended across the pond from 8519 and 8523 Mallard View Way

will be built about 80 feet east of the pond

a 20' wide by 30' long pavilion with a concrete floor and a scissor truss asphalt shingle roof

no electric will be required

no sewer connection or septic system will be required

parking will be in the grass field surrounding the pavilion and handicapped parking will be reserved for those that will need it

access will be from the cul-de-sac on Pintail Court via a concrete driveway down an embankment about 80 feet long

it will be golf cart accessible from all sides

construction will meet all current Hall Co. building codes

Thank you,

Don C. Williams
President -Mallard View HOA
willy1847@msn.com

From: Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>
Sent: Wednesday, August 9, 2023 12:13 PM
To: willy1847@msn.com <willy1847@msn.com>
Cc: Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>
Subject: Amending Conditions for Mallard View Amenity Area

Good morning,

I am reaching out regarding your application to amend conditions for the Mallard View Amenity area. In an effort to ensure that all items provided to the board for their evaluation are clear and legible, please provide a typed version of the attached narrative.

You may send this back to me via email.

Thank you,

Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
(office) 770-297-2649
(direct) 470-978-8272
klgreenway@hallcounty.org



Mallard View HOA

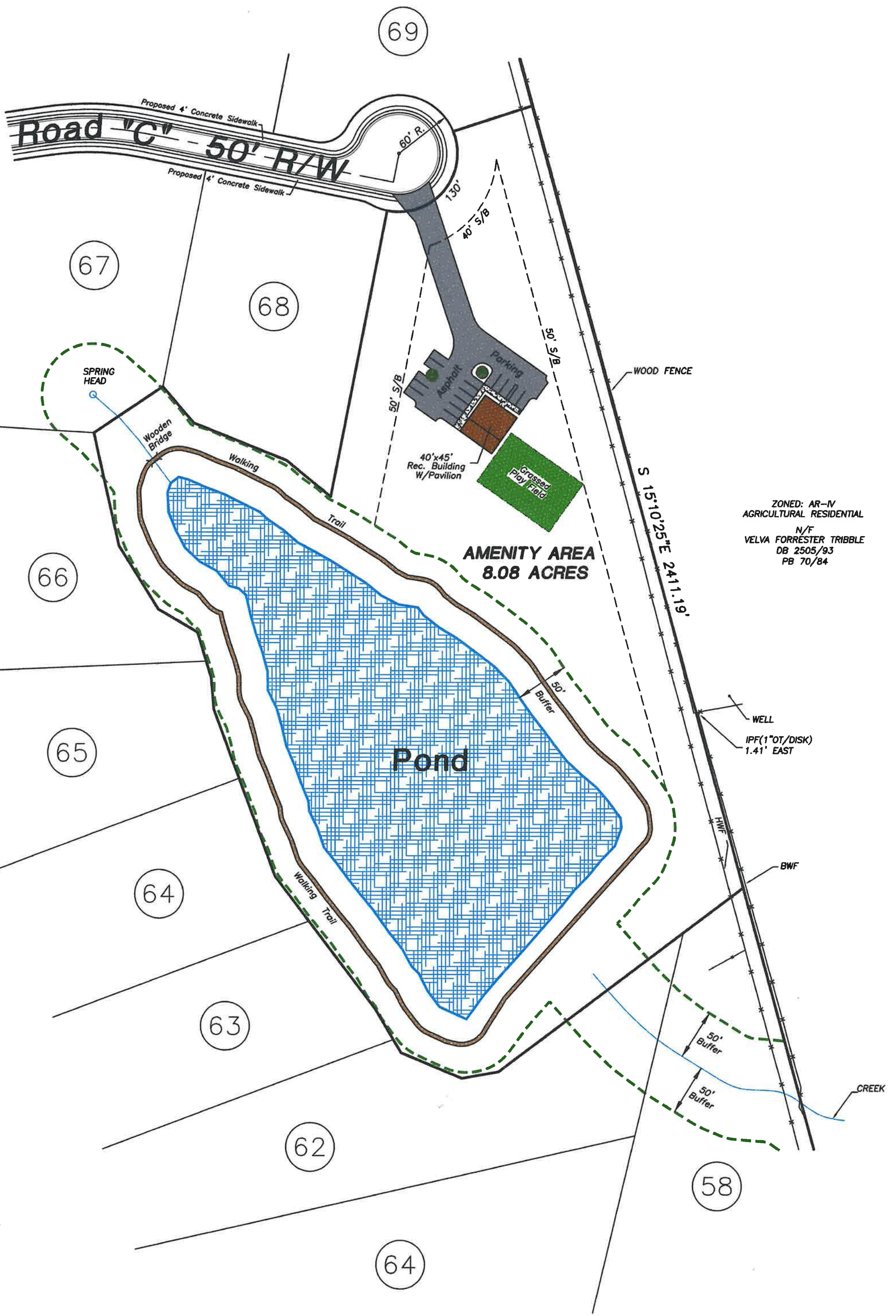
To build a 20x30 Pavilion with
a concrete slab and asphalt shingle roof.

Parking on the grass area around the
pavilion and the pond area.

No electric or waste disposal (septic)

No signs will be erected


HOA President



ZONED: AR-IV
 AGRICULTURAL RESIDENTIAL
 N/F
 VELVA FORRESTER TRIBBLE
 DB 2505/93
 PB 70/84

Pond

AMENITY AREA
 8.08 ACRES

AMENITY AREA

PROJECT DESCRIPTION:
 THE SUBJECT SITE IS THE PLATTED AMENITY LOT FOR MALLARD VIEW SUBDIVISION. THE PROPOSED DEVELOPMENT CONSISTS OF THE CONSTRUCTION OF A NEW 20'x30' PAVILION (600 SF) WITH AN 8' MULCHED PEDESTRIAN PATH.

TOTAL AREA= 8.23 ACRES
 DISTURBED AREA= 0.27 ACRES

BOUNDARY INFORMATION TAKEN FROM FINAL PLAT FOR MALLARD VIEW SUBDIVISION, PREPARED BY PATTON-BOYER, INC., APPROVED 6/12/06.

TOPOGRAPHIC INFORMATION TAKEN FROM HALL COUNTY GIS RESOURCES.

DAVIS ENGINEERING AND SURVEYING, LLC IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES.

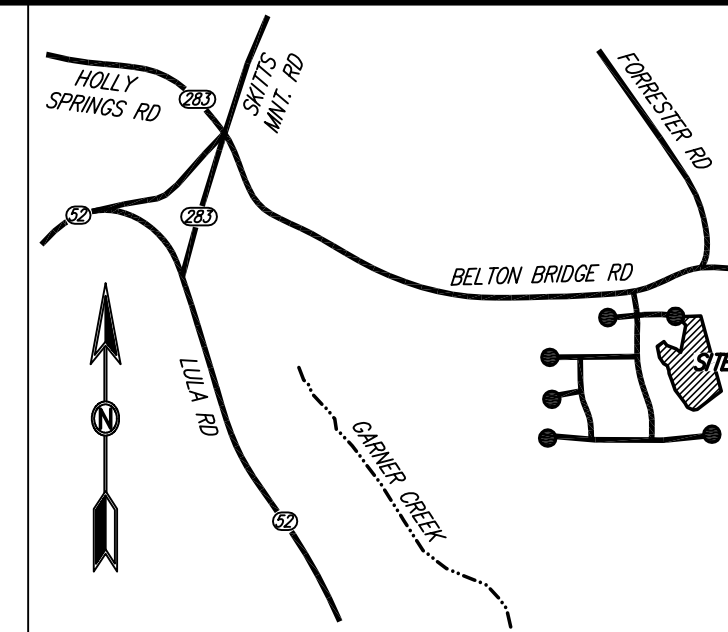
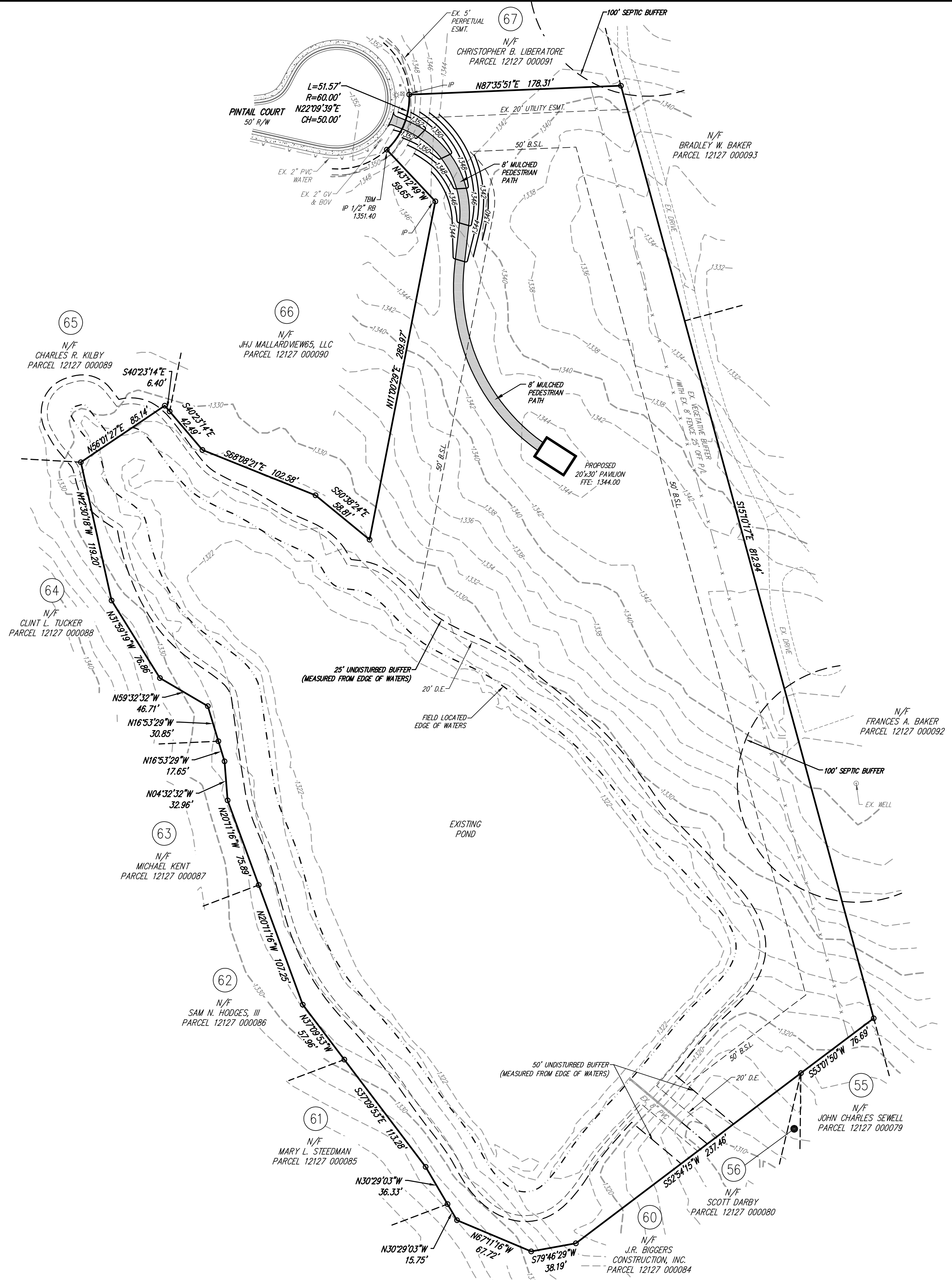
CONTOUR INTERVAL = 2'

PROJECT BENCHMARK:
 TBM USED IS AN IRON PIN (1/2" REBAR) LOCATED ALONG THE RIGHT OF WAY OF THE PINTAL COURT CUL-DE-SAC. (ELEV. 1351.40).

NO PORTION OF THIS SITE IS LOCATED WITHIN THE 100-YEAR FLOOD PRONE AREA AS PER FLOOD INSURANCE RATE MAP NO. 13139C0105G, DATED 04/04/18.

GENERAL NOTES:

- 1) ALL CONSTRUCTION WORK, MATERIALS, AND IMPROVEMENTS AT THIS SITE SHALL CONFORM WITH HALL COUNTY GEORGIA REQUIREMENTS.
- 2) ALL STRUCTURES WILL BE REQUIRED TO CONFORM TO THE STANDARD BUILDING CODES HORIZONTAL SEPARATION STANDARDS. APPROVAL OF THIS PERMIT WILL NOT JUSTIFY ANY DEVIATION IN HORIZONTAL SEPARATION STANDARDS AS ADOPTED AND AMENDED BY THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS.
- 3) CONTRACTORS SHALL CONDUCT ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) AND ALL LOCAL, STATE AND FEDERAL RULES AND REGULATIONS.
- 4) ALL CONSTRUCTION STAKING ON THIS SITE SHALL BE PERFORMED UNDER THE DIRECT SUPERVISION OF A GEORGIA REGISTERED LAND SURVEYOR.
- 5) MATTERS OF RECORD NOT SHOWN HEREON ARE EXCEPTED.
- 6) THE UTILITIES AND STRUCTURES AS SHOWN ON THIS PLAN WERE FOUND PER ABOVE GROUND EXAMINATION OF THIS SITE, BASED ON VISIBLE INDICATIONS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL EXACT LOCATIONS AND ELEVATIONS OF ALL UNDERGROUND UTILITIES AND OTHER STRUCTURES BEFORE THE START OF CONSTRUCTION ON THIS PROJECT.
- 7) IT SHALL BE THE GENERAL CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL UTILITIES ARE AS NOTED IN THE PLANS. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER AS SOON AS POSSIBLE.
- 8) TOILET FACILITIES SHALL BE MADE AVAILABLE TO CONSTRUCTION WORKERS WITHIN 300' OF SITE.
- 9) NO MATERIAL CAN BE BURIED ONSITE WITHOUT THE APPROVAL OF THE OWNER AND GEOTECHNICAL ENGINEER.
- 10) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF ALL DEBRIS AS ACCEPTABLE TO THE OWNER.
- 11) CONTRACTOR IS TO REMOVE ALL ROCK, TOPSOIL, AND UNSUITABLE MATERIALS.
- 12) MAXIMUM CUT OR FILL SLOPES SHALL BE 2 HORIZONTAL: 1 VERTICAL.
- 13) THIS SITE DOES CONTAIN WETLANDS.
- 14) THIS SITE DOES HAVE STATE WATERS REQUIRING UNDISTURBED BUFFERS.
- 15) EXISTING FEATURES SHOWN BY DASHED LINES OR SHADED. PROPOSED FEATURES SHOWN BY SOLID OR BOLD LINES.
- 16) CONTRACTOR RESPONSIBLE FOR PROTECTING ADJACENT AREAS AND SHALL BE RESPONSIBLE TO REPAIR ANY DAMAGE TO A CONDITION EQUAL TO OR GREATER THAN THE ORIGINAL CONDITION.
- 17) ALL HDPE PIPE TO CONFORM TO PIPE MANUFACTURER REQUIREMENTS AND GEOTECHNICAL RECOMMENDATIONS.
- 18) CONTRACTOR SHALL COORDINATE BUILDING CONSTRUCTION WITH ARCHITECTURAL PLANS (BY OTHERS).
- 19) ALL SIGNAGE AND STRIPING TO BE PROVIDED BY CONTRACTOR ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND OTHER GOVERNING MUNICIPAL STANDARDS AND SPECIFICATIONS, LATEST EDITIONS.
- 20) PRIOR TO CONSTRUCTION, THE CONTRACTOR IS TO VERIFY ALL DIMENSIONS ON THESE DRAWINGS WITH ALL COORDINATING DOCUMENTS AND NOTIFY ENGINEER OF ANY DISCREPANCIES. IF DISCREPANCIES ARE FOUND DURING CONSTRUCTION, THE CONTRACTOR IS TO STOP WORK IMMEDIATELY AND NOTIFY THE ENGINEER.
- 21) ALL TEMPORARY STRIPING AND SIGNAGE NECESSARY TO MAINTAIN SAFE VEHICULAR AND PEDESTRIAN TRAFFIC FLOW DURING CONSTRUCTION SHALL BE FURNISHED, INSTALLED, AND MAINTAINED BY THE CONTRACTOR.
- 22) ALL EXISTING MANHOLE COVERS, METER BOXES, AND OTHER UTILITY APPURTENANCES LOCATED WITHIN THE LIMITS OF WORK SHALL BE ADJUSTED SO THAT THEIR TOP SURFACES WILL BE FLUSH WITH FINISHED GRADE.



LOCATION MAP
 N.T.S.

OWNER
 MALLARD VIEW HOMEOWNERS ASSOCIATION, INC.
 8661 DRAKE DRIVE
 LULA, GA 30554
 (770) 530-2320
 cglover@laniercoldstorage.com

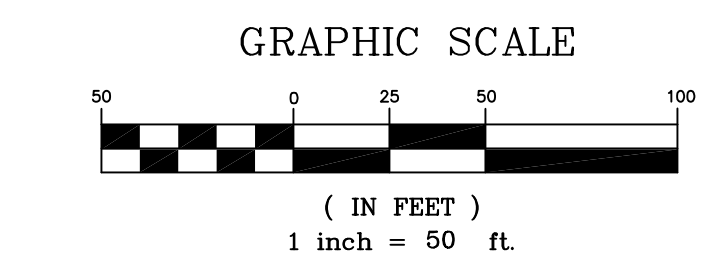
24-HOUR CONTACT
 COREY GLOVER
 (770) 530-2320

LEGEND

IP	LIGHT POLE
IP	IRON PIN
RB	REBAR
N/F	NOW OR FORMERLY
R/W	RIGHT OF WAY
P-L	PROPERTY LINE
LL	LAND LOT
TBM	TEMPORARY BENCH MARK
EX	EXISTING
PROP	PROPOSED
FFE	FINISHED FLOOR
ELEV.	ELEVATION
LF	LINEAR FEET
SF	SQ. SQUARE FEET
TYP.	TYPICAL
HD	HOODED GRATE INLET
HW	HEADWALL
HDPE	HIGH DENSITY POLYETHYLENE
C/O	CLEAN OUT
WM	WATER METER
GV	GATE VALVE
BOV	BLOW OFF VALVE
PVC	POLYVINYL CHLORIDE
INVT	INVERT
CONC.	CONCRETE
C&G	CURB AND GUTTER
ESMT.	EASEMENT
D.E.	DRAINAGE EASEMENT
-x-	EX. FENCE
-o-	PROP. FENCE
-x-	SILT FENCE
-P-	POWER
-W-	WATER
-	BUILDING SETBACK LINE

GEORGIA811
 www.Georgia811.com

IF ANY CONFLICTS, DISCREPANCIES, OR ANY OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY AND SHALL NOT COMMENCE FURTHER OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.



DES DAVIS
 ENGINEERING & SURVEYING
 133 PROMINENCE COURT
 SUITE 210
 DAWSONVILLE, GA 30534
 PHONE: (706) 265-1234
 DAVISENGINEERS.COM

REGISTERED PROFESSIONAL ENGINEER
 JASON K. DAVIS
 No. 034135
 5/16/23

REVISION	DATE	DESCRIPTION

OVERALL PLAN
 MALLARD VIEW SUBDIVISION AMENITY
 HALL COUNTY, GEORGIA
 LAND LOT 127, 12TH DISTRICT
 POLKSVILLE G.M.D. - 810

DRAWN BY: TB
 CHECKED BY: JRD
 LAND LOT: 127
 DISTRICT: 12TH
 SECTION: -
 CITY: LULA
 COUNTY: HALL
 DATE: 5/16/23

SHEET NO.
 2 OF 4
 PROJECT NO.
 2019-151

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N 68°08'21" W	102.58'
N 40°23'14" W	42.49'

Arc: 10.05'
 Rad: 30.00'
 Δ=19°11'17"
 Curve Degree: 190°59'09"
 Chord: 10.00'
 Brg: S 69°23'52" E

 Arc: 78.88'
 Rad: 60.00'
 Δ=73°24'40"
 Curve Degree: 95°29'35"
 Chord: 71.72'
 Brg: N 83°29'28" E

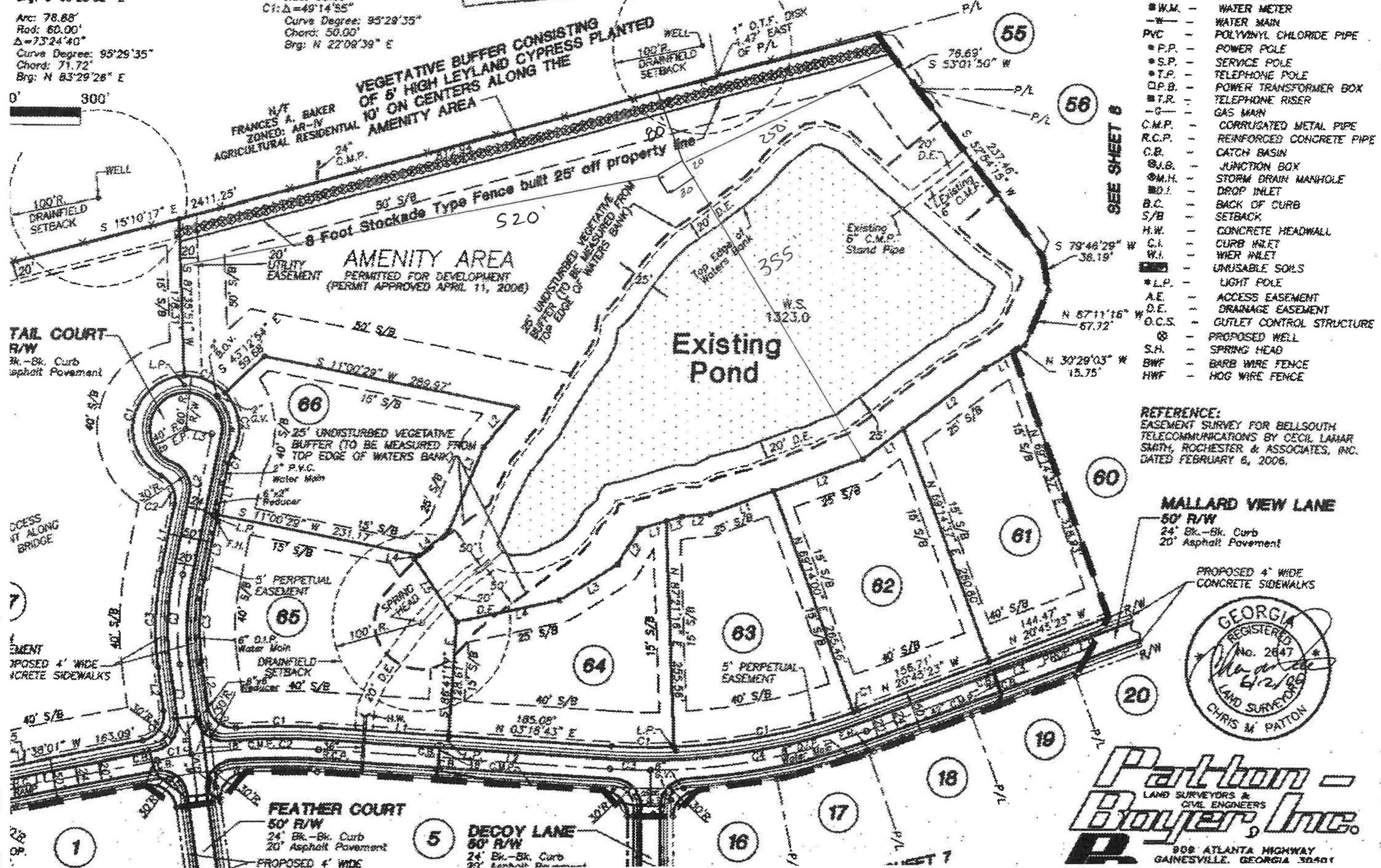
C5: Δ=89°05'28"
 Curve Degree: 190°59'09"
 Chord: 42.00'
 Brg: N 32°54'42" E

CALLS FOR AMENITY AREA
 Arc: 51.57'
 Rad: 60.00'
 C1: Δ=49°14'55"
 Curve Degree: 95°29'35"
 Chord: 50.00'
 Brg: N 22°08'39" E

RECORDING PERMIT
 By *Sherrill Fitch* 10/10/08
 HALL COUNTY PLANNING COMMISSION

C3: Δ=03°42'18"
 Chord: 45.26'
 Brg: N 01°27'34" E
 Arc: 248.78'
 Rad: 700.00'
 C4: Δ=20°21'48"
 Chord: 247.48'
 Brg: S 10°34'29" E

- LEGEND - CONCRETE MEASUREMENT FOUND
- P/L - PROPERTY LINE
 - R/W - RIGHT OF WAY
 - N/F - NOW OR FORMERLY
 - C/L - CENTER LINE
 - L.L.L. - LAND LOT LINE
 - F.H. - FIRE HYDRANT
 - G.V. - GATE VALVE
 - W.M. - WATER METER
 - W.M. - WATER MAIN
 - PVC - POLYVINYL CHLORIDE PIPE
 - P.P. - POWER POLE
 - S.P. - SERVICE POLE
 - T.P. - TELEPHONE POLE
 - P.T.B. - POWER TRANSFORMER BOX
 - T.R. - TELEPHONE RISER
 - G. - GAS MAIN
 - C.M.P. - CORRUGATED METAL PIPE
 - R.C.P. - REINFORCED CONCRETE PIPE
 - C.B. - CATCH BASIN
 - J.B. - JUNCTION BOX
 - S.M.H. - STORM DRAIN MANHOLE
 - D.I. - DROP INLET
 - B.C. - BACK OF CURB
 - S/B - SETBACK
 - H.W. - CONCRETE HEADWALL
 - C.I. - CURB INLET
 - W.I. - WIER INLET
 - U.S. - UNUSABLE SOILS
 - L.P. - LIGHT POLE
 - A.E. - ACCESS EASEMENT
 - D.E. - DRAINAGE EASEMENT
 - O.C.S. - GUTLET CONTROL STRUCTURE
 - W. - PROPOSED WELL
 - S.H. - SPRING HEAD
 - B.W.F. - BARB WIRE FENCE
 - H.W.F. - HOG WIRE FENCE



SEE SHEET 8

REFERENCE:
 EASEMENT SURVEY FOR BELLSOUTH TELECOMMUNICATIONS BY CECIL LAMAR SMITH, ROCHESTER & ASSOCIATES, INC. DATED FEBRUARY 6, 2006.

MALLARD VIEW LANE
 50' R/W
 24" Bk.-Bk. Curb
 20' Asphalt Pavement



Patton - Boyer, Inc.
 LAND SURVEYORS & CIVIL ENGINEERS
 908 ATLANTA HIGHWAY
 GAINESVILLE, GEORGIA 30601

FINAL SUBDIVISION PLAT FOR:

MALLARD VIEW SUBDIVISION

LOCATED IN:

LAND LOTS 113 AND 127, 12TH LAND DISTRICT
 POLKSVILLE G.M.D. 810, HALL COUNTY, GEORGIA

SHEET NUMBER	9 OF 16
05-031 FINAL	
SCALE:	1" = 100'
DATE	03 - 20 - 2006

MALLARD VIEW SUBDIVISION

LOCATED IN:
**LAND LOTS 113 AND 127, 12th LAND DISTRICT
 POLKSVILLE G.M.D. - 810
 HALL COUNTY, GEORGIA**

OWNER'S DEDICATION CERTIFICATE:

COUNTY OF HALL

THE OWNER OF THE LAND SHOWN ON THE PLAT AND WHOSE NAME IS SUBSCRIBED THEREIN, AND IF PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATED TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, PARKS, DRAINS, EASEMENTS, AND PUBLIC GROUNDS THEREON SHOWN WHICH COMPRISE A TOTAL OF 18.18 ACRES FOR THE PURPOSE THEREIN EXPRESSED.

OWNER: 619106
 DATE: 6/9/06

OWNER'S DEDICATION CERTIFICATE:
 CITY OF GAINESVILLE, HALL COUNTY, GEORGIA

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THEREIN, AND IF PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATED TO THE CITY OF GAINESVILLE FOREVER, ALL STREETS, PARKS, DRAINS, EASEMENTS, AND ASSOCIATED APPURTENANCES THEREON SHOWN.

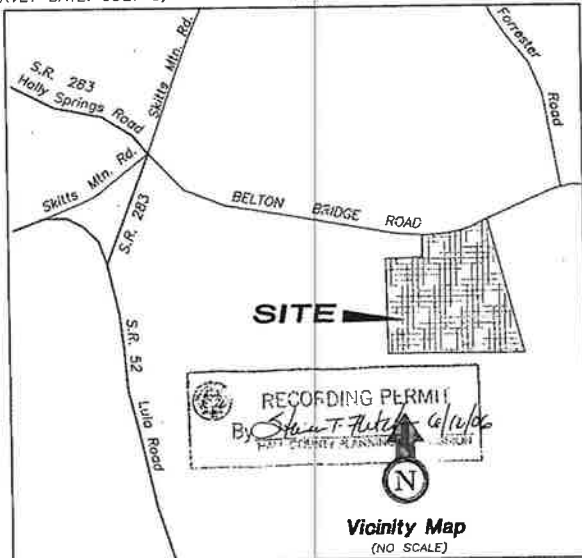
OWNER: 619106
 DATE: 6/9/06

SURVEYOR'S CERTIFICATE:

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "PUTTING", AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN, AND THAT ALL RELEVANT REQUIREMENTS OF THE HALL COUNTY ZONING AND SUBDIVISION REGULATIONS HAVE BEEN MET.

BY: Cherise
 REGISTERED GA. LAND SURVEYOR
 NUMBER: 2647
 DATE: 6/9/06

SURVEY DATE: JULY 8, 2005 PLAT DATE: MARCH 20, 2006



Vicinity Map
(NO SCALE)

APPROVED BY:

Hall County Engineering Department
 Hall County Environmental Health Department
 City Of Gainesville Public Utilities Department
 Hall County Fire Marshal



PURSUANT TO THE HALL COUNTY SUBDIVISION REGULATIONS, THIS PLAT IS GIVEN FINAL PLAT APPROVAL BY THE HALL COUNTY PLANNING DIRECTOR. ALL OF THE CONDITIONS OF APPROVAL HAVING BEEN COMPLETED, THIS DOCUMENT IS HEREBY ACCEPTED AND THIS APPROVAL GRANTED UNDER THE AUTHORITY OF SAID REGULATIONS.

NAME: _____ PLANNING DIRECTOR
 DATE: _____



SHEET INDEX
 1" = 400'

SEE SHEETS 4, 5, 6, 7, 8, AND 9 FOR WATER MAIN LOCATIONS
 SEE SHEETS 2 AND 3 FOR NOTES AND SOIL REPORT
 SEE SHEET 16 FOR WATER MAIN VALVE DETAILS

Partlow - Boyer, Inc.
 LAND SURVEYORS & CIVIL ENGINEERS
 308 ATLANTA HIGHWAY
 GAINESVILLE, GEORGIA 30601
 (877) 807-2481
 PHONE: (770) 532-6482
 FAX: (770) 532-1905



**HALL COUNTY GOVERNMENT
 BOARD OF COMMISSIONERS**

May 17, 2005
 Mr. Chris M. Partlow
 989 Atlanta Hwy
 Gainesville, Georgia 30601

Dear Mr. Partlow:
 Please be advised that in a meeting of May 12, 2005, the Hall County Board of Commissioners voted to approve with conditions your application for a Use Subject to County Commission approval, and Use Subject to Planning Commission approval on a 98.0234 acre parcel located on the west side of Belton Bridge Road, 3254 feet north of its intersection with Forrester Road, a.k.a. 8545 and 8549 Indian Ridge Road, Forest A-K-V, Tax Parcel 13-127-1(part) and 1A. Proposed Use: 7th lot subdivision. Commission District Three.

- The following conditions apply:
- Development shall be limited to 75 lots, with the density as set temporary until a final development is generally shown on the subject plan submitted and described in the project narrative, each lot having a minimum of one (1) acre in size.
 - Development shall be limited to single-family homes having no less than 3,500 square feet of heated floor space with each residence having sodded front lawn and a home garage. The garage area shall not be included in the square footage requirement for heated floor space.
 - The following easements 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 notified 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.
 - Developer shall install a vegetative buffer consisting of Leyland Cypress planted on ten (10) foot centers along the boundary line on the property front adjoining Mr. Baker's property. In addition, the developer shall install an eight (8) foot tall acoustic type fence bulk between the easement area and the rear of Leyland Cypress.
 - Developer shall provide a professionally landscaped entrance area and structures.
 - All lighting installed in the easement area shall be non-spill.
 - All conditions of zoning shall appear on any plats created for the subdivision.

Pursuant to section 17-280 (3)(G) of the Official Code of Hall County, the approval of any application for a use subject to approval of the county commission shall be effective for a period of no longer than 12 months from the date of approval unless action is taken by the applicant to implement the use proposed in the application by obtaining the proper permit and/or license, and development plan approval, and proceeding with the building, occupancy or establishment of use.

Please remember to remove all Public Notice signs posted on the property within five (5) days following the Board of Commissioners' decision, as noted in Hall County Zoning Regulations.

Please contact me if you have any questions or if any additional information is necessary.
 Sincerely,
 Michelle S. Hallwood
 Commission Clerk

Hall County, Georgia, Clerk Superior Court
 filed in office this 12 day of June
 2006 at 11:10 AM. Recorded in Plat
 Book - Page 277
 Dwayne A. Wood, Clerk

OVERMAN LAND GROUP, L.L.C.
 CORPORATE OFFICER: CHRIS OVERMAN
 629 DAWSONVILLE HIGHWAY, SUITE 1101
 GAINESVILLE, GA. 30501
 Contact: CHRIS OVERMAN
 MANAGER/MEMBER
 Phone: (770) 883-1114

REVISIONS:		SHEET No.
DATE	COMMENTS	
		1
		OF - 16
		05-031 FINAL

RW SOILS, LLC.
 1124 Chandler Heights Circle, Alt., GA 30010
 WORK PH. 770-776-8628 FAX 770-776-2241
 Co. Registered Char. No. 3147

COUNTY: HALL DATE: REVISED TO: 04/18/06
 OWNER: CHAS. GARDNER DESIGNER: (SIGNED) (SIGNED)
 DIVISION:
 SITE LOCATION ADDRESS: 8177 HOLLIS BREEZE ROAD
 DISTRICT: 113 AND 127, 12TH LAND DISTRICT
 SCALE: ONE INCH = 100 FEET
 THIS IS A PRELIMINARY REPORT. IT IS NOT TO BE USED FOR CONSTRUCTION PERMITS OR OTHER REGULATORY PURPOSES WITHOUT THE WRITTEN CONSENT OF RW SOILS, LLC.

SOIL UNIT	SOIL SERIES	SLOPE %	DEPTH TO BEDROCK (INCHES)	DEPTH TO STONELINE (INCHES)	PERCENT STONELINE (BY WEIGHT)	DEPTH TO TOP OF PERM. (INCHES)	SOIL SUIABILITY CODE (SEE ATTACHMENT)
	APPLING	5.1%	27	27	43	48	A
	CATAULA	6.7%	27	31	38	38	C
	CATAULA	5.1%	27	34	35	47	A
	CECIL	10.9%	264	264	35	37	A
	CECIL	5.1%	27	27	35	41	A
	CUT	6.3%	27	27	41	41	A
	2CUT	5.3%	26	10'-2"	38	38	F
	2CUT	5.1%	26	27	38	38	C
	DELL	6.3%	264	264	35	35	F
	DELL	5.1%	264	264	35	35	F
	DELL	13.2%	264	264	35	35	F
	HARD LABOR 1	5.1%	27	27	35	35	C
	HARD LABOR 1	5.1%	27	27	35	35	C
	HARD LABOR 2	6.3%	27	27	35	35	F
	HARD LABOR 2	5.1%	27	27	35	35	F
	HELINA	6.3%	27	27	35	35	F
	HELINA	5.1%	27	27	35	35	F
	MADISON	5.1%	27	27	35	35	A
	PACOLET	6.3%	264	264	35	35	A
	PACOLET	5.1%	264	264	35	35	A
	PACOLET	6.3%	27	27	35	35	A
	PACOLET VAR.	6.3%	264	264	35	35	BTW
	PACOLET VAR.	5.1%	264	264	35	35	BTW
	SAW	5.1%	27	27	35	35	D
	STAGER	6.3%	27	27	35	35	D
	STAGER	5.1%	27	27	35	35	D

AREAS WHICH FLOOD OR HAVE POTENTIAL FOR FLOODING ARE INDICATED WITH FLOODING SYMBOLS IN THIS REPORT.
 DRAINAGE: BEHIND ALL OTHER (SEE 031)
 DRAINAGE: BEHIND PART OF YEAR (LINTS)
 RECORD (DESCRIPTION TO LINTS)
 FILL:
 TYPE: (NAME AND SYSTEM SHOULD BE NOTED ALONG WITH)
 SLOPE: AND OR RAINY WEATHER (SLOPE) (SLOPE)
 ROCK: (TYPE)
 MODEL: (TYPE) (TYPE) (TYPE)

Any changes or alterations made to the soil maps or interpretations without the written approval of RW Soils, LLC. shall be the responsibility of the client. The information contained in this report is based on the professional opinion and judgment of the Soil Classifier and is not a guarantee of the performance of any water disposal system. RW Soils, LLC. does not warrant, imply, or make any representation as to the accuracy of the information contained in this report. The client is responsible for the accuracy of the information contained in this report. RW Soils, LLC. does not warrant, imply, or make any representation as to the accuracy of the information contained in this report. The client is responsible for the accuracy of the information contained in this report. RW Soils, LLC. does not warrant, imply, or make any representation as to the accuracy of the information contained in this report. The client is responsible for the accuracy of the information contained in this report.

NOTES:

SUITABILITY CODES

- A. SUITABILITY CODE-SOIL SERIES SHOULD HAVE ABILITY TO FUNCTION AS SUITABLE ABSORPTION FIELD WITH PROPER DESIGN, INSTALLATION, AND MAINTENANCE.
- B. SUITABILITY CODE-SOME ROCK AND OR STONY CONDITIONS WERE FOUND, THIS SOIL SHOULD FUNCTION AS A SUITABLE ABSORPTION FIELD PROVIDED THAT THE SYSTEM IS PUT IN FIRST TO MAKE SURE THERE WILL BE NO ROCK LIMITATIONS. HOLES HAVE BEEN BORED TO AT LEAST 12" DEEP WITHIN THIS UNIT WITH A HAND AUGER.
- C. SUITABILITY CODE-DUE TO WATER TABLE, FLOODING, AND OR DRAINAGE PROBLEMS, THERE IS A HIGH PROBABILITY OF FAILURE FOR CONVENTIONAL SYSTEMS. (SEE HEALTH DEPARTMENT CAN DISCUSS WITH YOU IF AN ALTERNATE SYSTEM MIGHT BE AN OPTION FOR YOUR SITUATION.)
- D. SUITABILITY CODE-DUE TO THE DRAINAGE AND OR FLOODING CONDITIONS THESE SOIL TYPES SHOULD BE AVOIDED. SITE ALTERATIONS WHICH CONTROL SURFACE AND SUBSURFACE WATER MAY MAKE THESE AREAS SUITABLE. A FURTHER SOF. STUDY IS RECOMMENDED IF ALTERATIONS ARE MADE.
- F. SUITABILITY CODE-NORMALLY CONSIDERED UNSUITABLE FOR USE FOR CONVENTIONAL ABSORPTION FIELDS.
- I. SUITABILITY CODE-DEPTH TO BEDROCK IS GENERALLY NOT SUFFICIENT TO ACCOMMODATE A SEPTIC SYSTEM. HOWEVER, SOILS WITH BEDROCK DEPTHS 36 INCHES OR GREATER OR INCLUSIONS OF OTHER SOILS WITH SUFFICIENT DEPTH MAY BE SUITABLE. TEST BORINGS, PITS, AND SATURATED SOIL HYDRAULIC CONDUCTIVITY TESTS, OR POSSIBLY PERCOLATION TESTS MAY BE NEEDED TO DETERMINE THIS. THESE AREAS SHOULD HAVE THE ABILITY TO FUNCTION FOR DRIP-EMITTER SYSTEMS.
- P. SUITABILITY CODE-THIS SOIL SERIES HAS WATER TABLE AND/OR DRAINAGE PROBLEMS IN THE LOWER PORTION OF THE SOIL AND A CLAYEY (POSSIBLY RESTRICTIVE) LAYER IN THE UPPER PORTION OF THE SOIL WHICH COULD CAUSE PROBLEMS FOR CONVENTIONAL SEPTIC SYSTEMS. HOWEVER, THE DEPTH TO THE REGIONAL HIGH WATER TABLE IS SUCH THAT A SHALLOW INSTALLATION (WHICH MAINTAINS THE REQUIRED 24 INCHES OF SEPARATION BETWEEN THE TRENCH BOTTOM AND THE SEASONAL HIGH WATER TABLE) MIGHT BE POSSIBLE. A LEVEL I STUDY, POSSIBLY INCLUDING SATURATED SOIL HYDRAULIC CONDUCTIVITY TESTS, OR POSSIBLY PERCOLATION TESTS MAY BE NEEDED TO DETERMINE WITHIN THE PROPOSED SEPTIC AREA TO DETERMINE IF A SUITABLE RATE AND DEPTH EXISTS FOR A CONVENTIONAL ABSORPTION FIELD. THESE AREAS SHOULD HAVE THE ABILITY TO FUNCTION FOR DRIP-EMITTER SYSTEMS.

Hall County, Georgia, Clerk Superior Court
 filed in office this 12 day of July 2006 at 4:14 PM. Recorded in Plat Book 219 Page 220
 Dallas S. Cox
 Registrar, Wood, Ga.



HEALTH DEPARTMENT NOTES:
 ALL LOTS WILL BE RESTRICTED TO NO MORE THAN 4 BEDROOM HOMES UNLESS THE NON-RESTRICTED LOT SIZE MEETS THE MINIMUM REQUIRED FOR ADDITIONAL BEDROOMS AND PLANS ARE SUBMITTED AS PART OF THE APPLICATION FOR A SEPTIC TANK PERMIT.

NO PERMIT APPLICATIONS WILL BE ACCEPTED BY HALL COUNTY ENVIRONMENTAL HEALTH FOR LOTS 3, 5, 7, 10, 14, 18, 31, 40, 41, 57, 65, AND 67 WITHOUT A SITE PLAN ON A 1" INCH TO 40 FEET OR LESS SCALE SHOWING A HOUSE LOCATION, DRIVEWAY(S), DECK OR OTHER FEATURES, PRIMARY AND RECOVERY ABSORPTION TRENCHES WITH LENGTHS OF EACH TRENCH, SOIL BOUNDARIES AND LABELS, SURFACE WATER AND SPRING SETBACKS, EASEMENTS, AND TOPOGRAPHY.

MUST NOTIFY HALL COUNTY ENVIRONMENTAL HEALTH BEFORE BURIAL OF MULCH, ORGANIC DEBRIS, TRASH OR OTHER MATERIAL AND WHEN SETTING-UP BURN PITS.

MUST SUBMIT GRADING PLANS WITH SEPTIC TANK APPLICATION FOR ANY LOTS REQUIRING EXTENSIVE GRACE MODIFICATION. FURTHER SOIL STUDIES MAY BE REQUIRED PRIOR TO ISSUANCE OF A SEPTIC TANK PERMIT OR APPROVAL OF AN ONSITE SEWAGE MANAGEMENT SYSTEM.

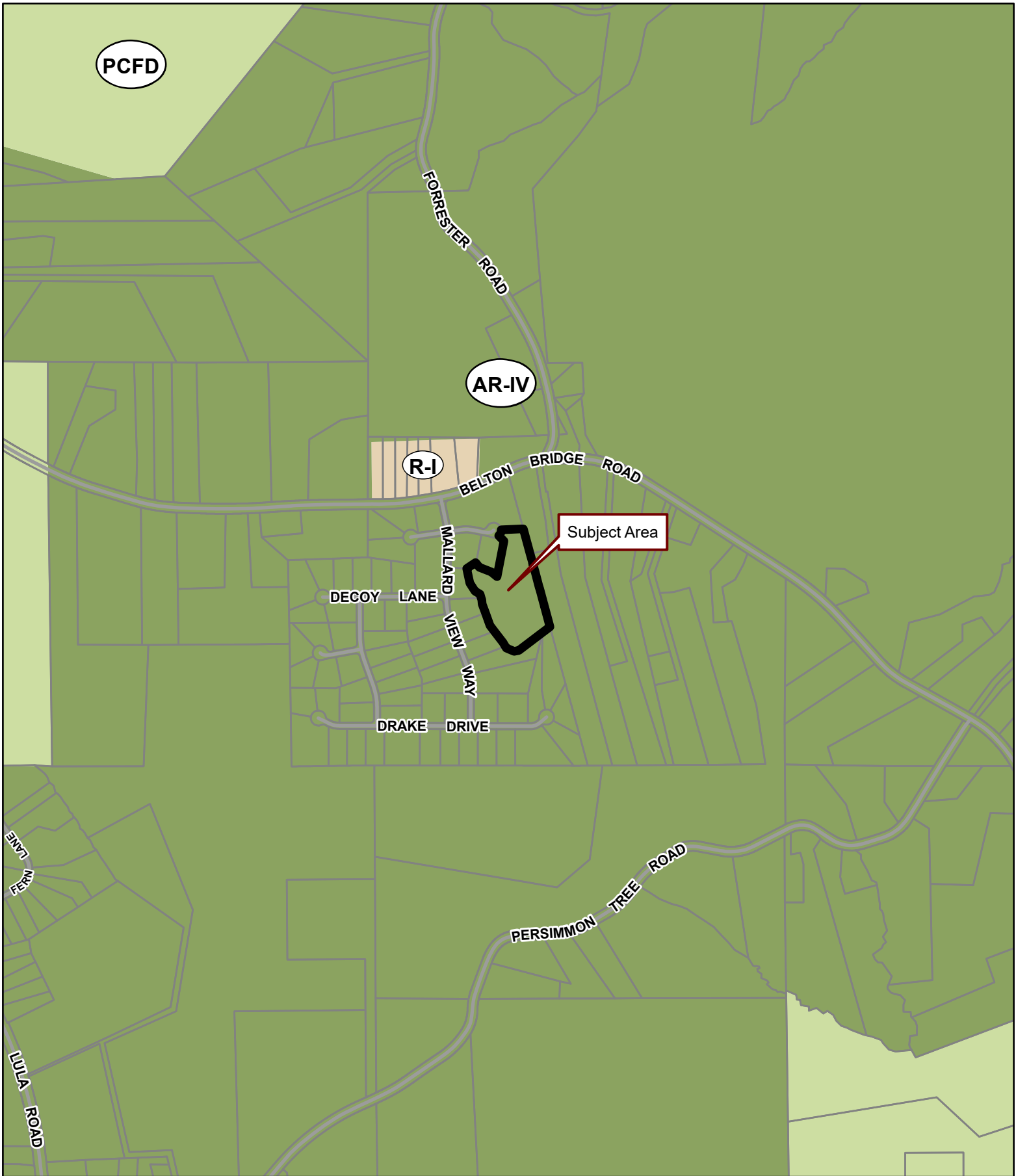
SLAB CONSTRUCTION IS PROHIBITED WITHOUT GRADING PLANS ON ALL LOTS AT TIME OF SEPTIC TANK PERMIT APPLICATION.

REVISIONS:

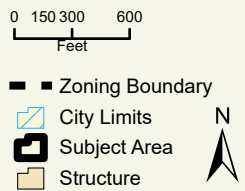
DATE	COMMENTS

FINAL SUBDIVISION PLAN FOR:
MALLARD VIEW SUBDIVISION
 LOCATED IN:
 LAND LOTS 113 AND 127, 12TH LAND DISTRICT
 POLKSVILLE G.M.D., 810, HALL COUNTY, GEORGIA

SHEET NUMBER
3 OF 18
 05-031 FINAL
 DATE
 03 - 20 - 2006
 JN.
 05-031

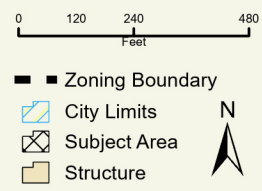


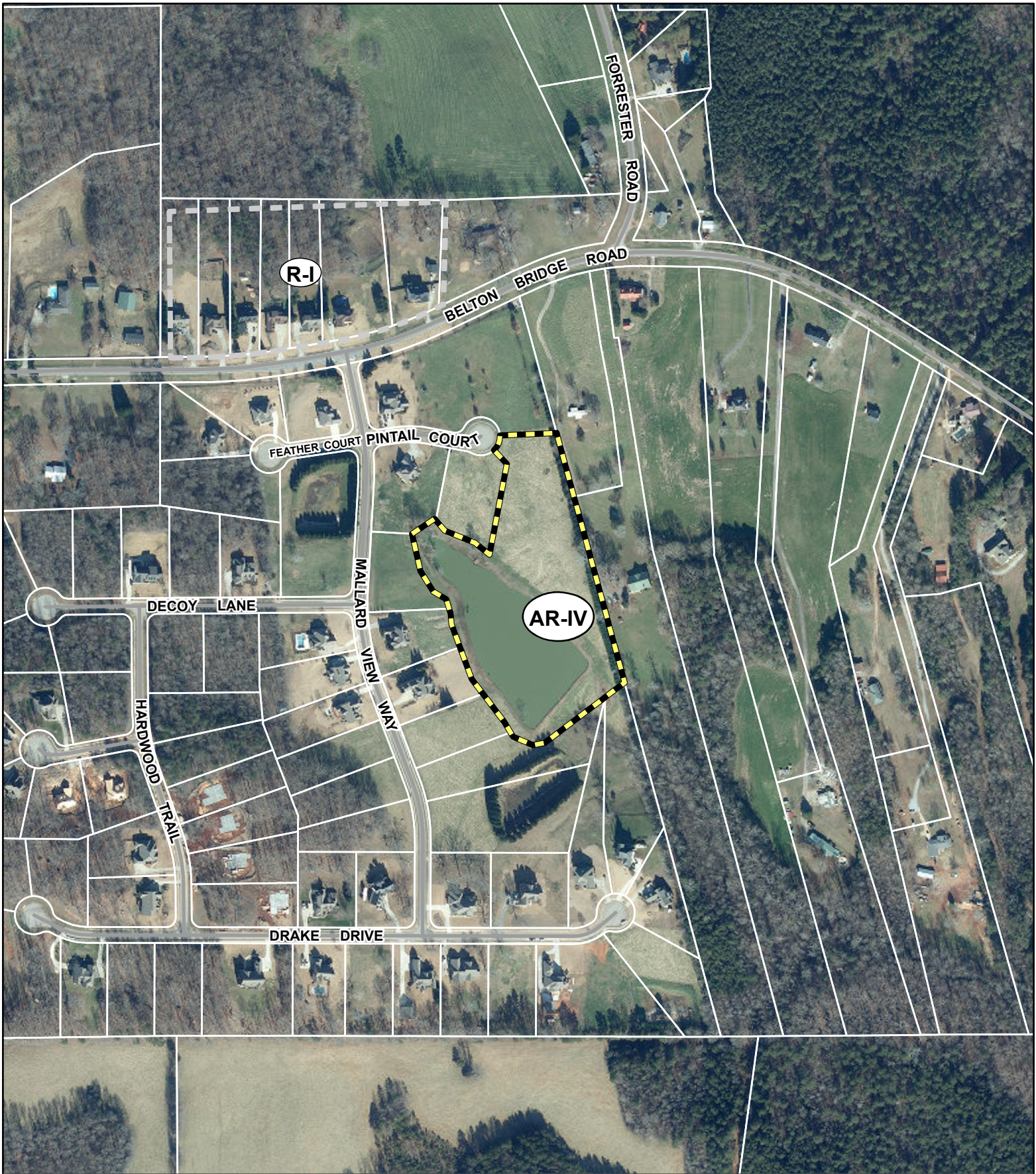
Applicant: MALLARD VIEW HOMEOWNERS ASSOCIATION
Tax Parcel #: 12127 000001
Location: 8545 BELTON BRIDGE ROAD, LULA, GA 30554
Commission District 3 **PC Mtg. Date: 09/18/23**



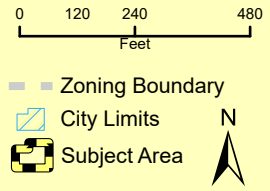


Applicant: MALLARD VIEW HOMEOWNERS ASSOCIATION
Tax Parcel #: 12127 000001
Location: 8545 BELTON BRIDGE ROAD, LULA, GA 30554
Commission District 3 **PC Mtg. Date: 09/18/23**





Applicant: MALLARD VIEW HOMEOWNERS ASSOCIATION
Tax Parcel #: 12127 000001
Location: 8545 BELTON BRIDGE ROAD, LULA, GA 30554
Commission District 3 **PC Mtg. Date:** 09/18/23



Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, August 18, 2023 12:02 PM
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 9.18.23

Item 1, 3922 Green Drive, Poole: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. This plat is currently under review by the Hall County Plat Review Team and Environmental Health can approve the subdivision plat of Lot 5 into 3 parcels as currently proposed. Any reconfigurations of currently submitted plat due to other county department requirements will require further review; additional requirements/fees may apply and approval of changes/reconfigurations is not implied.

Item 2, 3268 Whidby Road, Bazemore: Please note that Zoning approval does not imply approval from other county departments. All proposed structures must meet required setbacks to the existing septic system. An existing system evaluation will be required to verify setbacks and area available for full future repair of septic system. Due to age of existing septic system, it cannot be modified, only replaced. Replacement of existing septic system will require Level 3 soil evaluation and area available to relocate system and have full, feasible future repair of septic system. Application for an existing system evaluation and/or completion of additional requirements for Environmental Health does not guarantee approval.

Item 3, 5991 Circle Four Ranch, Loyd: Must meet all Environmental Health residential septic system permitting requirements.

Item 4, 7042 Baker Lane, Labovitz: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Septic Permit OSC-7948 was issued on February 24, 2023 to accommodate a 36' x 60' barn with bathroom.

Item 5, 8545 Belton Bridge Road, Mallard View: No comment.

Items 6A-D, 3405/3419/3505 Cleveland Hwy/3906 Donna Drive, Dutton Properties: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 7, 3302/3212 Antioch Campground Church/3446/3450/3456 Looper Lake Road: No comment. Public sewer.

Items 8A&B, 4053 Cleveland Hwy, Hunt: Non-domestic wastewater treatment and disposal must be permitted by EPD.

Items 9A-C, 1731 Friendship Road, Wilbanks: 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)

<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Tuesday, August 15, 2023 10:37 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Subject: RE: Tentative Planning Agenda for September 18, 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.

See comments below, in red.

Veronica Chavers
DITO Civil Engineer 3



District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8488 office

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Friday, August 11, 2023 10:52 AM
To: Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Bill Nash (CDI: Public Works) <bnash@hallcounty.org>; Bill Schmid <weschmid@rochester-assoc.com>; Brandi Smith (CDI: Business License) <bsmith@hallcounty.org>; Brent Holloway (Parks and Leisure) <bholloway@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>; Chris Braswell (Planning) <cbbraswell@hallcounty.org>; Christopher Armstrong (Fire Services) <carmstrong@hallcounty.org>; Dan Barnes <Daniel.C.Barnes@usace.army.mi>; Ellis Still (CDI: Planning) <estill@hallcounty.org>; Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Dykes, Jason <jdykes@dot.ga.gov>; Jason Skarda (CDI: Engineering) <jskarda@hallcounty.org>; Jeremy Wills (jeremy.wills@gainesvillega.gov) <jeremy.wills@gainesvillega.gov>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Peevy, Jonathan <jpeevy@dot.ga.gov>; Karen Martinez (CDI: Public Works - Sewer) <kmartinez@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Matt Cox <matt.cox@hallco.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Millie Perez (Community Development & Infrastructure) <mperez@hallcounty.org>; Nick Swafford <NSwafford@gainesvillega.gov>; Nicole Griffin (Tax Assessors) <nicole.griffin@hallcounty.org>; Pam Cravero <Pam.Cravero@hallco.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; rich <rich@flowerybranchga.org>; Scott Puckett <spuckett@hallcounty.org>; Srikanth Yamala (CDI) <syamala@hallcounty.org>; Stephen Cain <troy.s.cain@usace.army.mil>; Steve Watson (Real Property) <rswatson@hallcounty.org>; Tammie Croy (CDI: Engineering) <tcroy@hallcounty.org>; Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>; Chavers, Veronica E <VChavers@dot.ga.gov>; Wanda Sutton (CDI: Engineering) <wsutton@hallcounty.org>; will schofield <will.schofield@hallco.org>
Subject: Tentative Planning Agenda for September 18, 2023

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, September 18, 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, August 18th**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – September 5, 2023

OLD BUSINESS

1. [3922 Green Drive | Amend Conditions of R-I | on a 16.00± acre parcel located on the south side of Green Drive at its intersection with Clarks Bridge Road | Zoned R-I, Tax Parcel 10156 000009 | Proposed Use: 9-lot subdivision | ** Commission District 3 | Larry Poole, applicant.](#) Requires GDOT coordination for driveway access on Clarks Bridge Rd.

NEW BUSINESS

1. [3268 Whidby Road | Variance | 17.240.010 to reduce the right yard setback from 10 feet to 5 feet | on a 0.30± acre tract located on the north side of Whidby Road, approximately 1,815 feet from its intersection with Lanier Islands Parkway | Zoned V-C Tax Parcel 07330 004001D | Proposed Use: detached garage | * Commission District 2 | Sheridan Bazemore, applicant.](#) No GDOT coordination required
- 2.
3. [5991 Circle Four Ranch | Use Subject to Planning Commission Approval | 17.110.030. caretaker and/or employee residences | on a 3.03± acre tract located approximately 686 feet south of its intersection with Blackjack Road | Zoned AR-III; Tax Parcel 15048 000034C | Proposed use: caretaker residence | * Commission District 1 | Greg Loyd, applicant.](#) No GDOT coordination required
4. [7042 Baker Lane | Use Subject to County Commission Approval | 17.215.020. agri-entertainment | on a 31.02± acre tract located on the terminus of Baker Lane | Zoned AR-IV; Tax Parcel 12037 000003 | Proposed use: agri-entertainment business | ** Commission District 3 | Laura Labovitz, applicant.](#) No GDOT coordination required
5. [8545 Belton Bridge Road | Amend Conditions of AR-IV | on a 8.23± acre parcel located at the terminus of Pintail Court | Zoned AR-IV; Tax Parcel 12127 000001 | Proposed Use: Amenity area | ** Commission District 3 | Mallard View Homeowners Association, applicant.](#) No GDOT coordination required
2. [\(A\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Rezone | from Agricultural Residential III \(AR-III\) and Planned Commercial Development \(PCD\)/ Gateway Corridors Overlay District \(GCOD\) to Light Industrial \(I-I\) / Gateway Corridors Overlay District \(GCOD\) on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: boat and RV storage and an office/warehouse | ** Commission District 3 | Dutton Properties, applicant.](#) Requires GDOT coordination for driveway access on Cleveland Hwy.
- 6.
3. [\(B\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Use Subject to County Commission Approval | 17.420.050. outdoor storage | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: outdoor storage within Gateway Corridors Overlay District | ** Commission District 3 | Dutton Properties, applicant.](#) Requires GDOT coordination for driveway access on Cleveland Hwy.

4. [\(D\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Variance | 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: boat and RV storage and office/warehouse | ** Commission District 3 | Dutton Properties, applicant. Requires GDOT coordination for driveway access on Cleveland Hwy.](#)

7. [3302 and 3212 Antioch Campground Church and 3446, 3450, and 3456 Looper Lake Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) on 55.16± acres located on the south side of Antioch Campground Road at its intersection with Looper Lake Road | Zoned AR-III; Tax Parcels 10096 000006 \(pt.\), 000004, 000059, 000061, and 000062 | Proposed Use: 108 unit single-family development | ** Commission District 2 | Carole Freeman, applicant. No GDOT coordination required](#)

8. [\(A\) 4053 Cleveland Highway | Rezone | from Agriculture-Residential-III \(AR-III\) to Suburban-Shopping \(S-S\) / Gateway Corridors Overlay District \(GCOD\) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | ** Commission District 3 | Donnie Hunt, applicant. Requires GDOT coordination for driveway access on Cleveland Hwy.](#)
[\(B\) 4053 Cleveland Highway | Use Subject to Planning Commission Approval | 17.140.020. shopping centers | on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: Shopping Center | * Commission District 3 | Donnie Hunt, applicant. Requires GDOT coordination for driveway access on Cleveland Hwy.](#)

9. [\(A\) 1731 Friendship Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Commercial Development \(PCD\) / Gateway Corridors Overlay District \(GCOD\) on a 7.33± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 \(pt.\) | Proposed Use: 185-unit multi-family development | ** Commission District 1 | Tim Wilbanks, applicant. Requires GDOT coordination for driveway access on Friendship Rd](#)

10. [\(B\) 1731 Friendship Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Highway Business \(H-B\) / Gateway Corridors Overlay District \(GCOD\) on a 2.72± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 \(pt.\) | Proposed Use: permitted uses within H-B | ** Commission District 1 | Tim Wilbanks, applicant. Requires GDOT coordination for driveway access on Friendship Rd](#)

11. [\(C\) 1731 Friendship Road | Variance | 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on a 10.04± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 | Proposed Use: 185-unit multi-family development and permitted uses within H-B | ** Commission District 1 | Tim Wilbanks, applicant. Requires GDOT coordination for driveway access on Friendship Rd](#)

*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, October 26, 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, October 26, 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 Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

From: Bill Nash, Director of Public Works and Utilities

t: 770.531.6800 | f: 770.531.3945

Date: August 18, 2023

DIRECTOR
Srikanth Yamala

Subject: September 18, 2023 - Hall County Planning Commission Agenda

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 18, 2023 meeting. Upon review, we provide the following comments.

1. [3922 Green Drive | Amend Conditions of R-1 | on a 16.00± acre parcel located on the south side of Green Drive at its intersection with Clarks Bridge Road | Zoned R-1, Tax Parcel 10156 000009 | Proposed Use: 9-lot subdivision | ** Commission District 3 | Larry Poole, applicant.](#)
 - a. **Engineering:** As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required.
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
 - b. **Traffic:** Permit will be required from GDOT for driveway connection to Clarks Bridge Road.
 - c. **Utilities:** No sewer connection available in the area.

2. [3268 Whidby Road | Variance | 17.240.010 to reduce the right yard setback from 10 feet to 5 feet | on a 0.30± acre tract located on the north side of Whidby Road, approximately 1,815 feet from its intersection with Lanier Islands Parkway | Zoned V-C Tax Parcel 07330 004001D | Proposed Use: detached garage | * Commission District 2 | Sheridan Bazemore, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

3. [5991 Circle Four Ranch | Use Subject to Planning Commission Approval | 17.110.030. caretaker and/or employee residences | on a 3.03± acre tract located approximately 686 feet south of its intersection with Blackjack Road | Zoned AR-III; Tax Parcel 15048 000034C | Proposed use: caretaker residence | * Commission District 1 | Greg Loyd, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

4. [7042 Baker Lane | Use Subject to County Commission Approval | 17.215.020. agri-entertainment | on a 31.02± acre tract located on the terminus of Baker Lane | Zoned AR-IV; Tax Parcel 12037 000003 | Proposed use: agri-entertainment business | ** Commission District 3 | Laura Labovitz, 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 wretched vegetation not centerline of stream.
FEMA and Hall County studied Flood plains present on site.
 - b. **Traffic:** Improvements along Baker Lane and Baker Circle may be required
 - c. **Utilities:** No sewer available

5. [8545 Belton Bridge Road | Amend Conditions of AR-IV | on a 8.23± acre parcel located at the terminus of Pintail Court | Zoned AR-IV; Tax Parcel 12127 000001 | Proposed Use: Amenity area | ** Commission District 3 | Mallard View Homeowners Association, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

6. [\(A\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Rezone | from Agricultural Residential III \(AR-III\) and Planned Commercial Development \(PCD\)/ Gateway Corridors Overlay District \(GCOD\) to Light Industrial \(I-I\) / Gateway Corridors Overlay District \(GCOD\) on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: boat and RV storage and an office/warehouse | ** Commission District 3 | Dutton Properties, applicant. \(B\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Use Subject to County Commission Approval | 17.420.050. outdoor storage | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: outdoor storage within Gateway Corridors Overlay District | ** Commission District 3 | Dutton Properties, applicant. \(D\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Variance| 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: boat and RV storage and office/warehouse | ** Commission District 3 | Dutton Properties, applicant.](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
Proposed GDOT project goes right through this parcel.
 - b. **Traffic:** Permit from GDOT will be required for connection to Cleveland Highway.
 - c. **Utilities:** No sewer connection within feasible distance

7. [3302 and 3212 Antioch Campground Church and 3446, 3450, and 3456 Looper Lake Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) on 55.16± acres located on the south side of Antioch Campground Road at its intersection with Looper Lake Road | Zoned AR-III; Tax Parcels 10096 000006 \(pt.\), 000004, 000059, 000061, and 000062 | Proposed Use: 108 unit single-family development | ** Commission District 2 | Carole Freeman, applicant.](#)
- A. **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6. Show stream buffer and impervious setback from wretched vegetation not centerline of stream
Floodplain present on site.
- b. **Traffic:** Traffic impact study hasn't been submitted
Improvements to Antioch Campground Road may be required.
Recommend a condition that all lots access internal subdivision roads only.
Applicant should verify that required intersection sight distance for proposed entrance can be achieved.
- c. **Utilities:** City of Gainesville sewer district.
8. [\(A\) 4053 Cleveland Highway | Rezone | from Agriculture-Residential-III \(AR-III\) to Suburban-Shopping \(S-S\) / Gateway Corridors Overlay District \(GCOD\) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | ** Commission District 3 | Donnie Hunt, applicant.](#)
[\(B\) 4053 Cleveland Highway | Use Subject to Planning Commission Approval | 17.140.020. shopping centers | on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: Shopping Center | * Commission District 3 | Donnie Hunt, 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 wretched vegetation not centerline of stream
- b. **Traffic:** Permit from GDOT will be required for access from Cleveland Highway.
- c. **Utilities:** No sewer connection within a feasible distance.
9. [\(A\) 1731 Friendship Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Commercial Development \(PCD\) / Gateway Corridors Overlay District \(GCOD\) on a 7.33± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 \(pt.\) | Proposed Use: 185-unit multi-family development | ** Commission District 1 | Tim Wilbanks, applicant.](#)
[\(B\) 1731 Friendship Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Highway Business \(H-B\) / Gateway Corridors Overlay District \(GCOD\) on a 2.72± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 \(pt.\) | Proposed Use: permitted uses within H-B | ** Commission District 1 | Tim Wilbanks, applicant.](#)
[\(C\) 1731 Friendship Road | Variance | 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on a 10.04± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 |](#)

Proposed Use: 185-unit multi-family development and permitted uses within H-B | ** Commission District 1 | Tim Wilbanks, 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 wretched vegetation not centerline of stream
- b. **Traffic:** GDOT permit will be required for connection to Friendship Road.
- c. **Utilities:** Hall County sewer district – sewer connection is within a feasible distance.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Tuesday, August 15, 2023 9:48 AM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Monday, September 18, 2023 Hall County Planning Commission Meeting.

1. [8545 Belton Bridge Road | Amend Conditions of AR-IV | on a 8.23± acre parcel located at the terminus of Pintail Court | Zoned AR-IV; Tax Parcel 12127 000001 | Proposed Use: Amenity area | ** Commission District 3 | Mallard View Homeowners Association, applicant.](#)

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

John Hornick, NPQ Fire Service Plans Examiner 1
Lieutenant, Hall County Fire Rescue
Hall County Government
Main: 770-531-6838 | Cell: 404-597-0083
Website: www.Hallcounty.org



ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT: **MALLARD VIEW HOMEOWNER ASSOCIATION**
REQUEST: **AMEND CONDITIONS IN AN-V FOR AN AMENITY AREA**
PUBLIC HEARING WILL BE HELD ON:
Date: **Sept 16, 2023** & Time: **6:30 PM**
Date: **Oct 24, 2023** & Time: **6:30 AM**
FOR MORE INFORMATION CALL: (770) 531-4887

Private Lake
Mallard View Residents
and
Lot Owners ONLY





AGENDA ITEM

Planning and Development

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 569/2023

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

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: RD

Recommendation:
Approval.

Conditions:

1. Development is approved as generally shown on the preliminary site plan (dated March 3, 2023), landscape plan (dated March 3, 2023), and as described in the project narrative (dated June 13, 2023), modified as necessary for compliance with the conditions herein and development standards enforced at the time of site plan approval. Revisions to site plan can be approved by the Planning and Development Director during the Development Review/Land Disturbance Permit process provided that the revisions do not increase the number of buildings, gross area of the structures, decrease required greenspace, or buffers, change the design or materials of the structures, reduce the proposed parking count, reduce required landscaping, or changes related to driveways.
2. The development shall be subject to the requirements of the Gateway Corridors Overlay District (GCOD, [17.420](#)) and no variances are granted as part of this request.
3. The recommendations of the left-turn lane queue analysis study shall be installed as part of the project development, subject to the approval of Hall County Traffic Engineering and the Georgia Department of Transportation. The developer shall be responsible for all costs associated with street and driveway improvements.
4. The proposed development is subject to the off-street parking requirements of [17.250.020\(A\)](#).
5. All conditions of zoning shall be made part of any site plan or any plat recorded for the property.

Purpose of Request:

History:

4053 Cleveland Highway | Rezone | from Agriculture-Residential-III (AR-III) to Suburban-Shopping (S-S) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III (GCOD); Tax Parcel 12025 000036 | **Proposed use: grocery store, convenience store with gas & restaurant** | Commission District 3 | **Donnie Hunt, 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
- Narrative
- Site Plan
- Maps
- Deed
- Traffic Study
- Environmental Health Comments
- GDOT Comments
- Cleveland Concept Entrance/Exit Jim Hood
- Public Works Comments
- Fire Comments
- Public Comments
- Notice Sign Photos



Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

To: Richard Higgins, Chairman
Kathy Cooper, District 1 Commissioner
Billy Powell, District 2 Commissioner
Gregg Poole, District 3 Commissioner
Jeff Stowe, District 4 Commissioner

From: Randi Doveton, Director of Planning & Development

Date: October 9, 2023

Subject: **4053 Cleveland Highway | Rezone** | from Agriculture-Residential-III (AR-III) to Suburban-Shopping (S-S) on a 6.34± acre tract | **Proposed use: grocery store, convenience store with gas & restaurant | Donnie Hunt, applicant.**

The request before you is the request of Donnie Hunt to Rezone from Agriculture-Residential-III (AR-III) to Suburban-Shopping (S-S) to allow a grocery store, convenience store with gas & restaurant. This item is located within Commission District 3.

This proposal was heard earlier in the year and eventually withdrawn after multiple times of being tabled. The applicant has worked through design issues with GDOT and the County Engineer's office and this proposal is the result of those revisions.

At their September 18, 2023 meeting, the Hall County Planning Commission voted to recommend **approval with five (5) conditions (4-0, Hunt absent).**

There were two (2) **comments submitted** in advance of the Planning Commission meeting and one (1) person **spoke 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 as generally shown on the preliminary site plan (dated March 3, 2023), landscape plan (dated March 3, 2023), and as described in the project narrative (dated June 13, 2023), modified as necessary for compliance with the conditions herein and development standards enforced at the time of site plan approval. Revisions to site plan can be approved by the Planning and Development Director during the Development Review/Land Disturbance Permit process provided that the revisions do not increase the number of buildings, gross area of the structures, decrease required greenspace, or buffers, change the

- design or materials of the structures, reduce the proposed parking count, reduce required landscaping, or changes related to driveways.
2. The development shall be subject to the requirements of the Gateway Corridors Overlay District (GCOD, [17.420](#)) and no variances are granted as part of this request.
 3. The recommendations of the left-turn lane queue analysis study shall be installed as part of the project development, subject to the approval of Hall County Traffic Engineering and the Georgia Department of Transportation. The developer shall be responsible for all costs associated with street and driveway improvements.
 4. The proposed development is subject to the off-street parking requirements of [17.250.020\(A\)](#).
 5. All conditions of zoning shall be made part of any site plan or any plat recorded for the property.

**HALL COUNTY PLANNING COMMISSION
RECOMMENDATION REPORT**

Applicant Donnie Hunt

Request **(A) Rezone** | from Agricultural Residential III (AR-III, [17.110](#)) to Suburban Shopping District (S-S, [17.140](#)) / Gateway Corridors Overlay District (GCOD, [17.420](#))
(B) Use Subject to Planning Commission Approval
| Shopping Center – **PC ONLY**

Proposed Use **(A)** Grocery store, convenience store with gas & restaurant
(B) Shopping center– **PC ONLY**

Size 6.34± acres

Zoning Current | Agricultural Residential III (AR-III, [17.110](#)) Proposed | Suburban Shopping (S-S, [17.140](#)) / Gateway Corridors Overlay District (GCOD, [17.420](#))

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

Commission District Three

Planning Commission Date September 18, 2023

Staff Recommendation **(A) and (B) Approval with conditions** as the proposed rezoning and conditional use are consistent with the Community Crossroad future land use classification within the [Comprehensive Plan](#). The intent of this land use category is to maintain and create access to local goods services at major intersections throughout the community.

Planning Commission Recommendation.....**(A) Approval, with conditions**
Vote: 4-0 (Hunt absent)

(A) Conditions:

1. Development is approved as generally shown on the preliminary site plan (dated March 3, 2023), landscape plan (dated March 3, 2023), and as described in the project narrative (dated June 13,

2023), modified as necessary for compliance with the conditions herein and development standards enforced at the time of site plan approval. Revisions to site plan can be approved by the Planning and Development Director during the Development Review/Land Disturbance Permit process provided that the revisions do not increase the number of buildings, gross area of the structures, decrease required greenspace, or buffers, change the design or materials of the structures, reduce the proposed parking count, reduce required landscaping, or changes related to driveways.

2. The development shall be subject to the requirements of the Gateway Corridors Overlay District (GCOD, [17.420](#)) and no variances are granted as part of this request.
3. The recommendations of the left-turn lane queue analysis study shall be installed as part of the project development, subject to the approval of Hall County Traffic Engineering and the Georgia Department of Transportation. The developer shall be responsible for all costs associated with street and driveway improvements.
4. The proposed development is subject to the off-street parking requirements of [17.250.020\(A\)](#).
5. All conditions of zoning shall be made part of any site plan or any plat recorded for the property.

Public Forum:

Kerry Roberts, 310 Sunset Valley Circle, Cleveland, spoke in opposition. Concerns were the influx of commercial use, traffic, public needs, safety, lack of sidewalks and bicycle lanes.

Summary Analysis

The applicant is requesting that 6.34± acres of land currently zoned Agricultural Residential III (AR-III, [17.110](#)) be rezoned to Suburban Shopping district (S-S, [17.140](#)) with a concurrent conditional use request to operate a shopping center ([17.140.020\(A\)](#)). This lot falls within the Gateway Corridors Overlay District (GCOD, [17.420](#)) which provides supplemental design standards for non-residential property development.

The shopping center, as shown on the site plan, is proposed to include an 11,000 square foot grocery store, a 4,000 square foot restaurant, and a 3,250 square foot convenience store with canopied gasoline and diesel dispensers. The grocery store will be a standalone building while the restaurant and convenience store will be separate units in the same structure. Gasoline will be dispensed from five fuel islands under a 125-foot by 20-foot canopy located between the convenience store/restaurant building and Cleveland Highway. Diesel will be dispensed from two fuel islands under a 30-foot by 20-foot canopy behind the convenience store, as close as 75 feet from the property frontage along Jim Hood Road. The operational hours of these businesses are yet to be determined, per the submitted narrative.

The entire shopping center will conform to setbacks as per [17.240.010](#). However, it is unclear if the underground fuel storage tank is 25 feet from the property line ([17.210.020](#)). Vehicular travel within the proposed shopping center will be free flowing, with one access point at Jim Hood Road, and another at Cleveland Highway (SR 129).

Two monument signs are depicted in the site plan, both to be erected along Cleveland Highway with the submitted narrative stating signage will be compliant with the requirements of the sign ordinance, ([17.420.60](#)). Within the sign ordinance for the GCOD, one ground mounted, monument sign shall be permitted on each lot, except that in the case of a corner lot, the provisions of this section shall apply separately to each

street frontage. **The proposed signage exceeds the number of permitted signs and proposed signs will need to be revised, or a variance sought to permit the two monument signs along Cleveland Highway.**

The site plan depicts the restaurant as having a parking minimum of 9.5 parking spots per 1,000 square feet of floor space. The plan includes 43 parking spaces, five greater than this requirement. However, that standard only applies to family restaurants under [17.250.020\(A\)](#). Other types of restaurants, such as quality or fast-food restaurants, require a significantly higher amount of parking per unit of floor area. As a result, revisions may be required to the proposed site layout to accommodate additional parking spaces. In addition to the restaurant parking, there are 16 parking spaces proposed for the convenience store, and 79 proposed for the grocery store, for a total of 138 spaces. **Note: the site plan shows 140 spaces.**

The Gateway Corridors Overlay District, (GCOD, [17.420.](#)), provides supplemental design standards for non-residential property development. The proposal aligns to the non-residential property design standards ([17.420.050](#)) as listed below:

17.420.050	Standard	Proposal
A	<i>Prohibited uses.</i>	No prohibited uses are included in the proposal.
B	<i>Conditional uses.</i>	No conditional uses are included in the proposal.
C	<i>Transitional buffers.</i>	25-foot buffers will be included where required, as per the site plan.
D	<i>Other landscape and screening standards.</i>	Building perimeter landscaping has not been included in the plan, but a 10-foot landscape strip will be planted along all frontages. Accessory equipment and dumpster screening details have not been provided.
E	<i>Parking lot design.</i>	Shared parking for the businesses will be allowed, and the total number of parking spots exceeds the minimum for each business. However, the grocery store will feature 79 spaces which exceeds the minimum standard of 55 (17.250), which is in violation of this section, as the maximum for spaces is 125% of 55 (69).
F	<i>Outdoor lighting.</i>	Not specified in the application.
G	<i>Interparcel access.</i>	Not specified in the application.
H	<i>Architectural standards for non-residential buildings.</i>	Not specified in the application.
Note: Unless a variance has been specifically requested and granted from the above standards, the development will have to comply with the non-residential property development standards of the Gateway Corridors Overlay District, (GCOD, 17.420.).		

A left-turn lane queue analysis study has been conducted by Lowe Engineers as part of the request to evaluate queuing conditions and blocking potential on the west approach of the signalized intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road. The following was concluded and recommended as a result of this study:

- The intersection capacity analysis shows that the intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road currently operates sufficiently and will continue to do so at the project buildout.
- The proposed two site access driveways are both projected to operate at an adequate LOS at the project buildout.
- Jim Hood Road should be improved by installing a single eastbound right turn deceleration lane of 175 feet with a 100-foot taper and a single westbound left turn lane of 235 feet with a 100-foot taper at Site Driveway A. Cleveland Highway (SR 11) should be improved by installing a single southbound right turn deceleration lane of 250 feet with a 100-foot taper at Site Driveway B.

Based on the future land use plan, staff finds the *requested zoning designation and conditional use request consistent* with the [Comprehensive Plan's](#) future land use of Community Crossroad. The intent of this land use category is to maintain and create access to local goods, employment opportunities and services at major intersections throughout the community. Future land uses include neighborhood commercial uses (smaller-scale retail and services serving nearby residents) and civic benefit uses including places of worship, parks, and community centers.

Zoning Analysis

(A) Rezone | from Agricultural Residential III (AR-III, [17.110](#)) to Suburban Shopping District (S-S, [17.140](#)) / Gateway Corridors Overlay District (GCOD, [17.420](#)).

When considering a zoning amendment to the zoning maps, the following items must be considered by Planning commission and the Hall County Commission pursuant to [17.380.060](#):

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The proposed use is consistent with the adjacent commercial development of the surrounding area. A Suburban Shopping District (S-S, [17.140](#)) similar to this proposal, minus the grocery store, exists directly to the northeast at 4110 Cleveland Highway. The property immediately north of the subject property, across Jim Hood Road is also zoned S-S, and is developed with a commercial structure used for an appliance repair business. The proposed zoning district and conditional use type is consistent with the development pattern of 2 of the 4 corners of the intersection.**
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 use will adversely affect adjacent properties.**
3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **Yes, the property has economic use as currently zoned, Agricultural Residential III (AR-III, [17.110](#)). The site is developed with a single-family home.**
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; **A left-turn lane queue analysis study has been conducted by Lowe Engineers as part of the request to evaluate queuing conditions and blocking potential on the west approach of the signalized intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road. The following was concluded and recommended as a result of this study:**
 - **The intersection capacity analysis shows that the intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road currently operates sufficiently and will continue to do so at the project buildout.**

- **The proposed two site access driveways are both projected to operate at an adequate LOS at the project buildout.**
 - **Jim Hood Road should be improved by installing a single eastbound right turn deceleration lane of 175 feet with a 100-foot taper and a single westbound left turn lane of 235 feet with a 100-foot taper at Site Driveway A. Cleveland Highway (SR 11) should be improved by installing a single southbound right turn deceleration lane of 250 feet with a 100-foot taper at Site Driveway B.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is consistent with the Comprehensive Plan and the “Community Crossroad” future land use designation. The Comprehensive Plan identifies “neighborhood commercial uses (smaller-scale retail and services serving nearby residents)” as appropriate future land uses in this area.**
 6. The extent to which property values are diminished by the existing zoning restrictions; **Absent a market study, staff is unable to determine whether 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.**
 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 site has been developed as a single-family dwelling since 1965.**
 10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**
 11. Whether the change would create an isolated district unrelated to the surrounding districts; **The change would not create an isolated district, as several other Suburban Shopping District (S-S, [17.140](#)) exist directly to the north and northeast.**
 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; **In general, the use does not appear to be out of scale with the needs of the neighborhood 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; **There are no undeveloped Suburban Shopping lots (S-S, [17.140](#)) in the vicinity of 4053 Cleveland Highway. However, it would not be impossible to find a parcel within the county with fewer site development challenges**
 15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**

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.**

(B) Conditional Use | Shopping Center within Suburban Shopping District (S-S, [17.140](#)).

When considering a zoning amendment to the zoning maps, the following items must be considered by Planning commission and the Hall County Commission pursuant to [17.380.060](#):

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; **The proposed use is consistent with the adjacent commercial development of the surrounding area. A parcel directly to the northeast contains a convenience store with fuel dispensers and a restaurant.**
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 use will adversely affect adjacent properties.**
3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. **Yes, the property has economic use as currently zoned, Agricultural Residential III (AR-III, [17.110](#)). The site is developed with a single-family home.**
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; **A left-turn lane queue analysis study has been conducted by Lowe Engineers as part of the request to evaluate queuing conditions and blocking potential on the west approach of the signalized intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road. The following was concluded and recommended as a result of this study:**
 - **The intersection capacity analysis shows that the intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road currently operates sufficiently and will continue to do so at the project buildout.**
 - **The proposed two site access driveways are both projected to operate at an adequate LOS at the project buildout.**
 - **Jim Hood Road should be improved by installing a single eastbound right turn deceleration lane of 175 feet with a 100-foot taper and a single westbound left turn lane of 235 feet with a 100-foot taper at Site Driveway A. Cleveland Highway (SR 11) should be improved by installing a single southbound right turn deceleration lane of 250 feet with a 100-foot taper at Site Driveway B.**
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; **The proposed use is consistent with the Comprehensive Plan and the “Community Crossroad” future land use designation. The Comprehensive Plan identifies “neighborhood commercial uses (smaller-scale retail and services serving nearby residents)” as appropriate future land uses in this area.**

6. The extent to which property values are diminished by the existing zoning restrictions; **Absent a market study, staff is unable to determine whether 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.**
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 site has been developed as a single-family dwelling since 1965.**
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; **Staff is not aware of any changing conditions that affect the use and development of the property.**
11. Whether the change would create an isolated district unrelated to the surrounding districts; **The change would not create an isolated district, as several other Suburban Shopping District (S-S, [17.140](#)) exist directly to the north and northeast, one of which is also a shopping center (but lacks a grocery store).**
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; **In general, the use does not appear to be out of scale with the needs of the neighborhood or 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; **In order to operate a shopping center in a Suburban Shopping zoned parcel (S-S, [17.140](#)) a conditional use subject to Planning Commission approval is required ([17.140.020\(A\)](#)).**
15. Whether the need for rezoning could be handled instead by a variance request to the [Planning Commission]; **The request could not be handled alternatively as a variance.**
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.**

The **Suburban Shopping District (S-S, [17.140](#))** allows for a variety of retail and community uses, providing support to the local community and broader region. This includes retail, service stations, offices and group homes.

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. The 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]. **Proposal does provide a narrative outlining the intent of the change; however, the applicant has not prepared a response to each of 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. **A site plan has been drawn showing the necessary details have been submitted as part of this application.**
- C. For any application for a slow rate land treatment system (see [chapter 17.20](#)), the following additional requirements apply. **The proposed development does not propose the use of a slow rate land treatment 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. **A left-turn lane queue analysis study has been conducted by Lowe Engineers though one was not required as part of the application requirement.**

Development Support and Constraints – Departmental / Agency Comments

Hall County Environmental Health

In an email dated August 18, 2023, Emily McGahee stated “Non-domestic wastewater treatment and disposal must be permitted by EPD.”

Hall County Fire Marshal

In an email dated August 18, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated: “The Hall County Fire Marshal’s Office has no comments as proposed.”

Hall County Public Works and Utilities

In a memo dated August 18, 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 centerline of stream

Traffic:

Permit from GDOT will be required for access from Cleveland Highway

Utilities

No sewer connection within a feasible distance.

Georgia Department of Transportation

In an email dated August 15, 2023, Veronica Chavers, D1TO Traffic Operations Civil Engineer 3, provided the following comments:

- (A) Require GDOT coordination for driveway access on Cleveland Hwy
- (B) Require GDOT coordination for driveway access on Cleveland Hwy

➤ Excerpts from the minutes of the September 18, 2023 meeting

Applicant's Presentation:

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

Donald Hunt, 1001 Riverside Drive, Gainesville, presented the request. The applicant stated that the application was heard in 2022 but needed to be modified due to turn lanes and since then they have been able to address GDOT and the Hall County Engineering Departments concerns. The applicant stated that due to the ravine they are proposing double trees to provide a greater buffer. The applicant stated that they are in agreement with the recommended staff conditions. The applicant stated that the commercial space would be beneficial for a heavily residential area.

Ryan Jones, 2675 Lancing Lane, Cumming, presented the request. The applicant stated that the restaurant would fit about 40 to 50 people. The applicant stated that parking will fit about 79 vehicles.

Rebuttal

The applicant stated that the code describes this as a neighborhood crossroad, it is not something that they are generating. The applicant stated that GDOT approved deceleration and acceleration lanes out of the property along with the second entrance off Jim Hood Road. The applicant compared accesses on the same road.

Public Forum:

Kerry Roberts, 310 Sunset Valley Circle, Cleveland, spoke in opposition. Concerns were the influx of commercial use, traffic, public needs, safety, lack of sidewalks and bicycle lanes.

Planning Commission Comments:

Ms. Pilcher requested clarification on the square footage.

A

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

Conditions:

1. Development is approved as generally shown on the preliminary site plan (dated March 3, 2023), landscape plan (dated March 3, 2023), and as described in the project narrative (dated June 13, 2023), modified as necessary for compliance with the conditions herein and development standards enforced at the time of site plan approval. Revisions to site plan can be approved by the Planning and Development Director during the Development Review/Land Disturbance Permit process provided that the revisions do not increase the number of buildings, gross area of the structures, decrease required greenspace, or buffers, change the design or materials of the structures, reduce the proposed parking count, reduce required landscaping, or changes related to driveways.
2. The development shall be subject to the requirements of the Gateway Corridors Overlay District (GCOD, [17.420](#)) and no variances are granted as part of this request.
3. The recommendations of the left-turn lane queue analysis study shall be installed as part of the project development, subject to the approval of Hall County Traffic Engineering and the Georgia Department of Transportation. The developer shall be responsible for all costs associated with street and driveway improvements.
4. The proposed development is subject to the off-street parking requirements of [17.250.020\(A\)](#).
5. All conditions of zoning shall be made part of any site plan or any plat recorded for the property.

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



ZONING APPLICATION

Applicant (Name & Mailing Address)

Property Owner (Name & Mailing Address)

Donnie Hunt
 1001 Riverside Dr. Suite A
 Gainesville, GA 30501

Darim Bang Investment Inc
 3723 Wickford Ln.
 Peachtree Corners, GA 30096

Phone 770-931-7770

Phone _____

Email Address hunt@huntandtaylor.com

Email Address _____

Proposed Use Rezone to S-S for grocery, gas station & Retail

Contact Person (Name & Mailing Address)

Status of Applicant

Requested Action

→ SAME INFO

Owner

Existing Zoning: AR-111

Option to Purchase

Rezone to: S-S

Area Resident

Fee: \$ 550.00

Other

Receipt #: _____

Phone _____

Check #: _____

Email Address _____

Tax Parcel Number 12025 000036

Acreage 6.5

Location Address 4053 Cleveland Hwy

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

Sign Donnie T. Hunt

Date: 8-11-2023

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: _____ Taken by: _____

Tentative Planning Commission Date: _____ Tentative 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) Darim Bang Investment / Jang Cho

Address 6049 New Peachtree RD
Doraville, GA 30340

Phone Number 770-688-5544

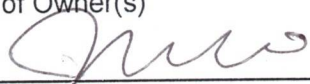
Name of applicant(s) Donnie Hunt

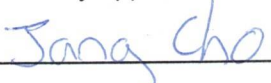
Address 1001 Riverside DR Suite A
Gainesville, GA 30501

Phone Number 770-831-7770

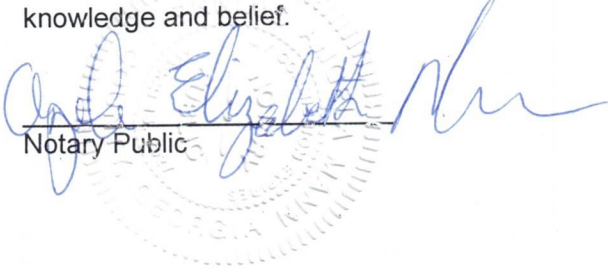
I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.

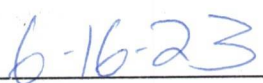
I authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

Signature of Owner(s)


Personally appeared before me


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


Notary Public


Date

CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

I have** I have not

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

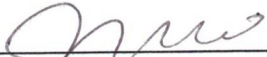
**If you have made such contributions, you must provide the data required below within ten (10) days of filing this application.

Name of Official(s): _____

Office: _____

Dollar Amount: _____

Date of Contribution: _____

Applicant's/Owner's Signature: 

Date: 6/16/2023

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

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



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

I have** _____ I have not X

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

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

Name of Official(s): _____ Office: _____

Dollar Amount: _____ Date of Contribution: _____

Applicant's/Owner's Signature: Donald T. Hunt Date: 6/16/23

Applicant's/Owner's Name (Printed): DONALD T. HUNT



Ryan D. Jones, PE
PlanD Engineering &
Architecture
6075 Barfield Rd
Sandy Springs, GA 30328

June 13, 2023

Re: Application for 4053 Cleveland Highway
Gainesville, GA 30506

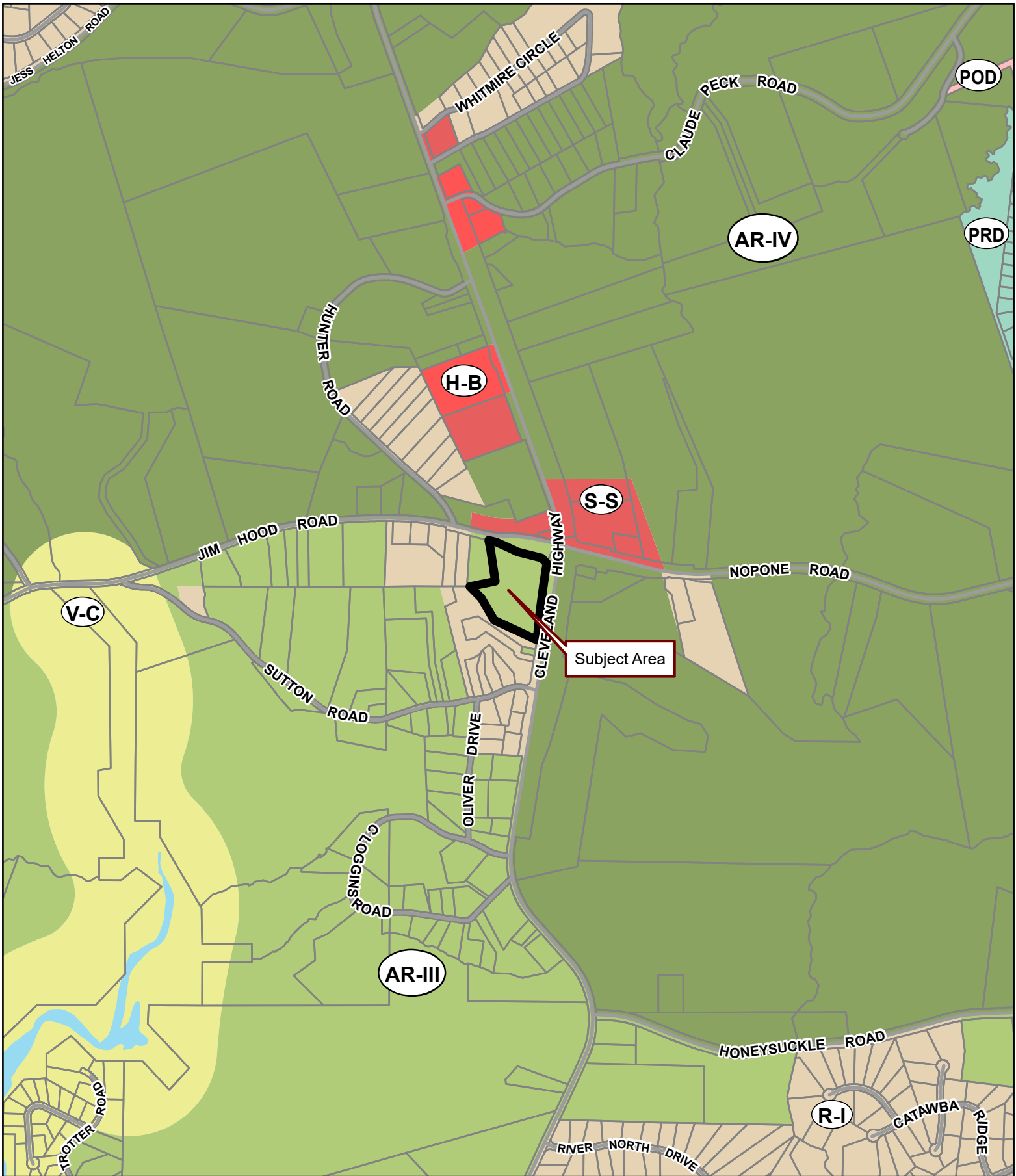
The Applicant, Ryan D. Jones, PE, Agent for the Owner, hereby submits a Zoning Application for approximately a 6.35-acre tract, herein after referred to as “Property”, located at 4053 Cleveland Highway, Gainesville, GA 30506 (Parcel Number 12025 000036). The request to rezone from AR-III (Agricultural Residential) to SS (Suburban Shopping), to develop the tract for retail uses.

As stated in the paragraph above, the property currently is zoned AR III, Agriculture Residential, and currently has an existing residential home located onsite. The property is bounded by Jim Hood Road to the north, Cleveland Highway to the east, and residential properties to the west and south of the property. The proposed rezoning to SS, Suburban Shopping, will only allow for the three proposed uses of a 11,000-sf grocery store, 4,000 sf restaurant and 3,250 sf convenience store with gas station. At this moment the hours of operation have not been determined. All the proposed developments will have associated utilities, parking, and stormwater.

According to Hall County zoning ordinance the minimum area and set back requirements are as follows: minimum lot size is 15,000 sf, minimum frontage is 100 ft, front yard setback 30 ft from the property line, minimum side yard setback 20 ft, and the minimum rear yard set is 10 ft, as shown on the conceptual site plan.

Signage has not been determined but will be in compliance with the Hall County Unified Code and will be no more than the maximum monument sign dimensions for nonresidential uses, 48 sf for the grocery store and 32 sf for the restaurant and Convenience store.

Water will be provided to the “Property” by the City of Gainesville, and Sewage will be handled by a septic tank located on the property.



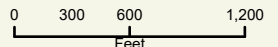
Applicant: DONNIE HUNT

Tax Parcel #: 12025 000036

Location: 4053 CLEVELAND HIGHWAY, GAINESVILLE, GA 30506

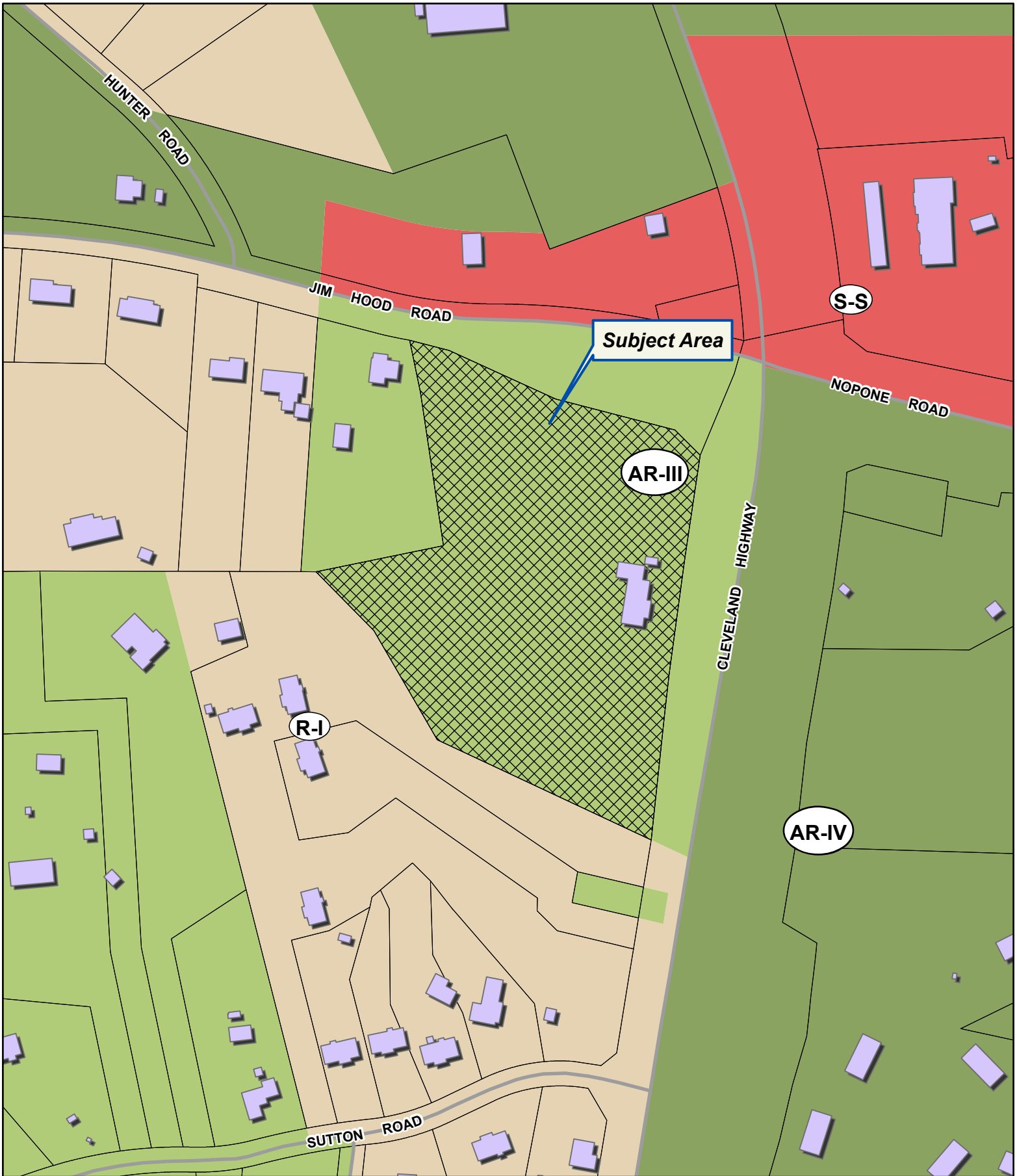
Commission District 3

PC Mtg. Date: 09/18/23



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





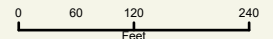
Applicant: DONNIE HUNT

Tax Parcel #: 12025 000036

Location: 4053 CLEVELAND HIGHWAY, GAINESVILLE, GA 30506

Commission District 3

PC Mtg. Date: 09/18/23



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





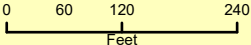
Applicant: DONNIE HUNT




Tax Parcel #: 12025 000036

Location: 4053 CLEVELAND HIGHWAY, GAINESVILLE, GA 30506

Commission District 3

PC Mtg. Date: 09/18/23



-  Zoning Boundary
-  City Limits
-  Subject Area



AFTER RECORDING, RETURN TO:

Michael J. Hay, Esq.
ANDERSEN, TATE & CARR, P.C.
Post Office Box 2000
Lawrenceville, Georgia 30046-2000
File 19692.70052 (JW)

DEED TO SECURE DEBT AND SECURITY AGREEMENT

THIS INDENTURE (hereinafter sometimes referred to as the "Security Deed" or "Deed to Secure Debt and Security Agreement"), made as of the 23rd day of February, 2007, by and between **DARIM BANG INVESTMENT, INC.**, a Georgia corporation (hereinafter called "Grantor"), with an address of 6049 New Peachtree Rd #B, Doraville, Georgia 30340, and **METRO CITY BANK** (hereinafter called "Grantee"), with an address of 5441 Buford Highway, Suite 109, Doraville, Georgia 30340;

W I T N E S S E T H:

That for and in consideration of the sum of ONE HUNDRED AND NO/100THS DOLLARS (\$100.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure the indebtedness and other obligations of Grantor hereinafter set forth, Grantor does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, all of the following described land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances and appurtenances (hereinafter collectively referred to as the "Property"):

(a) All that certain tract or parcel of land more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Land");

(b) All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Land, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, water heaters, mirrors, mantels, air conditioning apparatus, refrigerating plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes owned by Grantor and attached to said buildings, structures or improvements and all other furnishings, furniture, fixtures, machinery, equipment, appliances, building supplies and materials, books and records, chattels, inventory, accounts, consumer goods, general intangibles and personal property of every kind and nature whatsoever owned by Grantor and now or

hereafter located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of the Land and the improvements located from time to time thereon, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions or proceeds from a permitted sale of any of the foregoing, all tradenames, trademarks, servicemarks, logos, and goodwill related thereto which in any way now or hereafter belong, relate or appertain to the Land and the improvements located thereon or any part thereof and are now or hereafter acquired by Grantor; and all inventory, accounts, chattel paper, documents, equipment, fixtures, consumer goods and general intangibles constituting proceeds acquired with cash proceeds of any of the property described hereinabove, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Land as between the parties hereto and all persons claiming by, through or under them, and which shall be deemed to be a portion of the security for the indebtedness herein described and to be secured by this Security Deed. The location of the above-described collateral is also the location of the Land.

(c) All building materials, fixtures, building machinery and building equipment delivered on site to the Land during the course of, or in connection with, construction of the buildings and improvements upon the Land and which are now or hereafter owned by Grantor;

(d) All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, minerals, flowers, shrubs, trees, timber and other emblements now or hereafter located on the Land or under or above the same or any part or parcel thereof or appurtenant to the title to the Land, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversion and reversions, remainder and remainders, whatsoever, in any way belonging, relating or appertaining to the Land or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor; and

(e) All income, rents, issues, profits and revenues of the Property from time to time accruing (including, without limitation, all payments under leases or tenancies, proceeds of insurance, condemnation payments, tenant security deposits whether held by Grantor or in a trust account, and escrow funds), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Grantor in and to the same; reserving only the right to Grantor to collect the same so long as an Event of Default has not occurred hereunder.

(f) All products and/or proceeds of any of the foregoing, including without limitation, insurance proceeds.

TOGETHER WITH all and singular the rights, tenements, hereditaments, members and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Property hereinabove mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Grantor, including but not limited to, all rents, profits, issues and revenues of the Property from time to time accruing, whether under

leases or tenancies now existing or hereafter created, reserving only the right to Grantor to collect the same for its own account so long as Grantor is not in default hereunder.

TO HAVE AND TO HOLD the property and all parts, rights, members and appurtenances thereof unto Grantee, its respective successors and assigns, to its or their own use IN FEE SIMPLE forever.

AND Grantor covenants that Grantor is lawfully seized and possessed of the Property and has good right to convey the same as aforesaid, that the Property and every part thereof are unencumbered except for those matters (hereinafter referred to as the "Permitted Exceptions") expressly set forth in Exhibit "B" attached hereto and by this reference made a part hereof, and that Grantor does warrant and will forever defend the title to the Property and every part thereof against the claims of all persons and entities whomsoever, except as to the Permitted Exceptions.

This Security Deed is intended (i) to constitute a security agreement for purposes of the Uniform Commercial Code of Georgia and (ii) to operate and is to be construed as a deed passing title to the Property to Grantee and is made under those provisions of the existing laws of the State of Georgia relating to deeds to secure debt, and not as a mortgage, and is given to secure the payment of the following described indebtedness (hereinafter referred to collectively as the "Secured Indebtedness"):

(a) The debt evidenced by that certain Promissory Note dated of even date herewith, made by Grantor, payable to the order of Grantee, in the principal face amount of **FIVE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$500,000.00)**, together with any and all renewals, modifications, consolidations and extensions of the indebtedness evidenced thereby, or any replacement note or notes that may be substituted for said Promissory Note after the date hereof (collectively hereinafter referred to as the "Note"), with interest on the outstanding principal at the rates provided for in the Note, with the final payment being due not later than JANUARY 23, 2010; and

(b) Any and all additional advances made by Grantee to protect or preserve the Property or the security interest created hereby in the Property, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Grantor's obligations hereunder or for any other purpose provided herein (whether or not the original Grantor remains the owner of the Property at the time of such advances); and

(c) Any and all costs, expenses, charges, liabilities, commissions and attorneys' fees now or hereafter chargeable to or incurred by, or disbursed by, Grantee as provided for herein, or by applicable law; and

(d) Any and all other indebtedness now or hereafter owing by Grantor to Grantee under the Loan Documents, as hereinbelow defined.

The Note, this Security Deed, and all documents, instruments, deeds, mortgages and agreements now or hereafter evidencing, securing or otherwise relating to the Note, this Security Deed, or the Secured Indebtedness, together with any and all renewals, modifications, consolidations and extensions thereof, are collectively hereinafter referred to as the "Loan Documents".

Grantor and Grantee herein intend by this conveyance to establish a perpetual or indefinite security interest in the real property conveyed herein, with this statement being made pursuant to the provisions of O.C.G.A. Section 44-14-80(a)(2).

PROVIDED ALWAYS, that should the Secured Indebtedness be paid according to the tenor and effect thereof when the same shall become due and payable, then this Security Deed shall be canceled and surrendered, but otherwise shall remain in full force and effect.

AND GRANTOR HEREBY further covenants and agrees with Grantee as follows:

ARTICLE 1

1.01 Payment of Indebtedness and Performance of Obligations. Grantor will pay the Secured Indebtedness according to the tenor thereof promptly as the same shall become due, and shall perform every obligation of Grantor contained in this Security Deed, and in each and every instrument now or hereafter evidencing or securing the Secured Indebtedness, and in other Loan Documents.

1.02 Monthly Deposits. To secure further the payment of the taxes and assessments referred to in Section 1.03 below, and the payment of premiums on the insurance policies referred to in Section 1.04 below, Grantee, at its option, shall have the right to require Grantor to deposit with Grantee on the first day of each and every month a sum which, in the reasonable estimation of Grantee, shall be equal to one-twelfth of the annual taxes and assessments and one-twelfth of such annual insurance premiums; said deposits to be held by Grantee, free of interest, and free of any liens or claims on the part of creditors of Grantor and as part of the security of Grantee, and to be used by Grantee to pay current taxes, assessments and insurance premiums on the Property as the same accrue and are payable. Said deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Grantee. If said deposits are insufficient to pay the taxes, assessments and insurance premiums in full as the same become payable, Grantor shall deposit with Grantee such additional sum or sums as may be required in order for Grantee to pay such taxes, assessments and insurance premiums in full. Upon any Event of Default hereunder or under the Note, Grantee may, at its option, apply any money in the fund resulting from said deposits to the payment of the Secured Indebtedness in such manner as Grantee may elect.

1.03 Taxes, Liens and Other Charges.

(a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by deeds to secure debt or the manner of collecting taxes so as to affect adversely Grantee, Grantor shall promptly pay any such tax relating to this Security Deed, the Property or the Note; if Grantor fails to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits Grantor from making such payment or would penalize Grantee if Grantor makes such payment, then the entire balance of the principal sum secured by this indenture and all interest accrued thereon shall, thirty (30) days after written notice, become due and payable at the option of Grantee. Nothing herein shall impose upon Grantor the obligation to pay any state or federal income taxes, corporate franchise taxes or net worth taxes assessed or levied against Grantee.

(b) Grantor shall pay (to the extent the same are not paid from escrowed funds provided for in Section 1.02 hereof), before the same become delinquent, all taxes, liens, assessments and charges of every character already levied or assessed or that may hereafter be levied or assessed upon or against the Property and all utility charges for the Property, whether public or private; and upon demand shall furnish Grantee receipted bills evidencing such payment.

(c) Grantor shall not suffer any mechanic's, materialmen's, laborer's, statutory or other lien to remain outstanding upon any part of the Property.

(d) Notwithstanding the provisions of Subsection 1.03(a), 1.03(b) or 1.03(c) hereinabove to the contrary, Grantor may contest the validity and/or amount of any taxes, assessments or other charges referred to in said subsections at Grantor's sole cost and expense and shall not be required to pay or discharge any obligation imposed upon Grantor in any of said subsections so long as (i) Grantor shall in good faith contest the same by appropriate legal proceedings which shall operate to prevent the collection thereof or other realization thereon and the sale, levy or forfeiture of or upon all or any part of the Property to satisfy the same, and (ii) at Grantee's request, Grantor shall deposit in escrow with a title insurance company acceptable to Grantee, or provide other security reasonably satisfactory to Grantee, an amount equal to the amount being contested plus a reasonable additional sum to cover possible costs, interest and penalties.

1.04 Insurance. Grantor shall keep or cause others to keep all buildings and improvements, whether now standing on the Property or hereafter erected, continuously insured against loss or damage by fire, by the perils covered by extended coverage insurance, by builder's risk insurance, by loss of rents or business interruption insurance and by malicious mischief and against such other hazards as Grantee, in its reasonable discretion, shall from time to time require, for the benefit of Grantee; all such insurance at all times shall be in an insurance company or companies in the amount of the full replacement cost of each such insured item and

with terms acceptable to Grantee, with loss, if any, payable to Grantee as its interest may appear, pursuant to a non-contributory mortgagee clause which shall be satisfactory to Grantee; and forthwith upon the issuance of such policies Grantor shall deliver to Grantee receipts for the premiums paid thereon. In the event of the foreclosure of this Deed or any other transfer of title to the Premises in extinguishment or partial extinguishment of the Secured Indebtedness, all right, title and interest of Grantor in and to all insurance policies then in force shall pass to the purchaser or to Grantee, as the case may be, and Grantee is hereby irrevocably appointed by Grantor as attorney-in-fact for Grantor to assign any such policy to said purchaser or to Grantee, as the case may be, without accounting to Grantor for any unearned premiums thereon. At least thirty (30) days prior to the expiration date of each policy of insurance maintained pursuant to this Section 1.04, a renewal or replacement thereof satisfactory to Grantee shall be delivered to Grantee. Provided no Event of Default, as defined in Article 2 of this Security Deed, shall have occurred and be continuing hereunder, Grantor shall be authorized and empowered to adjust or compromise any loss under any insurance policies on the Property, subject to Grantee's approval of the terms of any adjustment or compromise, such approval not to be unreasonably withheld. In the event that an Event of Default shall have occurred and be continuing under this Deed to Secure Debt, the Note or any Loan Document and Security Agreement, then Grantee is hereby authorized and empowered, at its option, to adjust or compromise any such loss under any insurance policies on the Property. Each insurance company is hereby authorized and directed to make payment for all such losses directly to Grantee, instead of to Grantor or to Grantor and Grantee jointly. In the event any insurance company fails to disburse directly and solely to Grantee but disburses to Grantor or to Grantor and Grantee jointly, Grantor agrees to immediately endorse and transfer such proceeds to Grantee. In case of loss under any such policy of insurance, Grantee may, at its option, make all or any portion of the net proceeds available to Grantor for the purpose of restoration or repair of the Property or may apply the net proceeds or any portion thereof to the payment of the indebtedness hereby secured, whether due or not.

1.05 Care of the Property.

(a) Grantor shall keep the improvements now or hereafter erected on the Property in good condition and repair, shall not commit or suffer any waste and shall not do or suffer to be done anything (other than construction, ownership, operation, maintenance and repair or renovation of improvements) which shall increase the risk of fire or other hazard to the Property or any part thereof.

(b) Grantor shall not remove or demolish nor alter the design or structural character of any building (now or hereafter erected) or other part of the Property without the prior written consent of Grantee.

(c) If the Property or any part thereof is damaged by fire or any other cause, Grantor shall give prompt written notice of the same to Grantee.

(d) Grantee or its representative is hereby authorized upon notice reasonable under the circumstances to enter upon and inspect the Property at any time during normal business hours, subject to the rights of tenants therein.

(e) Grantor shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Property or any part thereof. If Grantor receives notice from any federal, state or other governmental entity that the Property fails to comply with any applicable law, ordinance, rule, order or regulation, Grantor will promptly furnish a copy of such notice to Grantee.

(f) If all or any part of the Property shall be damaged by fire or other casualty, Grantor shall, upon request of Grantee, promptly restore or cause to be restored the Property, or any portion thereof specified by Grantee, to the equivalent of its condition immediately prior to such damage, and if a part of the Property shall be damaged through condemnation (which damage does not result in acceleration of the indebtedness secured hereby by Grantee, as provided in Section 1.12 below), Grantor shall, upon request of Grantee, promptly restore, repair or alter the remaining part of the Property in a manner reasonably satisfactory to Grantee. In the event Grantor is required pursuant to the provisions contained herein to restore, repair or alter the Property after fire, other casualty or condemnation, Grantee agrees that it shall make any net insurance proceeds or condemnation proceeds available to Grantor, pursuant to procedures satisfactory to Grantee, for the purpose of paying the cost of such restoration, repair or alteration.

1.06 Further Assurances. At any time, and from time to time, upon request by Grantee, Grantor shall make, execute and deliver or cause to be made, executed and delivered, to Grantee, any and all other further instruments, certificates and other documents as may be reasonably necessary in order to effectuate, complete or perfect or to continue and preserve the obligations of Grantor under the Note and the security interest of this Deed to Secure Debt and Security Agreement. Upon any failure of Grantor so to do, Grantee may make, execute and record any and all such instruments, certificates and documents for and in the name of Grantor and Grantor hereby irrevocably appoints Grantee as the agent and attorney-in-fact of Grantor so to do. The conveyance of this Deed to Secure Debt and Security Agreement and the security interest created hereby will automatically attach, without further act, to all after-acquired land or other property attached to and/or used in the operation of the Property or any part thereof, except to the extent expressly released by Grantee.

1.07 Leases Affecting the Property. Grantor shall perform all material covenants to be performed by the landlord under any and all leases now or hereafter on the Property or any part thereof and shall not, without the written consent of Grantee, cancel, surrender or modify any such lease. Grantor shall furnish Grantee signed copies of all leases on the Property or any part thereof promptly after their execution. Grantor shall, by written instrument in form and substance satisfactory to Grantee, assign to Grantee Grantor's interest in each and every lease hereafter entered into by Grantor with respect to all or any part of the Property. The terms "lease" and "leases" as used in this Section 1.07 shall include all tenancies.

1.08 Expenses. Grantor shall pay or reimburse Grantee for all fees, costs and expenses incurred by Grantee with respect to any and all transactions contemplated herein including, without limiting the generality of the foregoing, all title and conveyancing charges, recording and filing fees, mortgage taxes, intangible personal property taxes, escrow fees, revenue and tax stamp expenses, insurance premiums (including title insurance premiums), brokerage commissions, finder's fees, court costs, surveyors', photographers', appraisers', architects', engineers', accountants' and attorneys' fees and disbursements, and will reimburse to Grantee all of the foregoing expenses paid by Grantee which have been or may be incurred by Grantee with respect to any or all of the transactions contemplated herein. In addition to the foregoing, if any action or proceeding be commenced (including but not limited to any action to foreclose this Security Deed or to collect the Secured Indebtedness), to which action or proceeding Grantee is made a party, or in which it becomes necessary to defend or uphold the lien of this Security Deed, or in which Grantee is served with any legal process, discovery notice or subpoena relating to Grantee's lending to Grantor or accepting a guaranty from a guarantor of the Secured Indebtedness, Grantor will reimburse to Grantee all of the foregoing expenses (including, without limitation, the cost of any environmental audit) which have been or may be incurred by Grantee with respect to the foregoing. All sums paid by Grantee for the expense of any litigation to prosecute or defend the rights and lien created by this Security Deed or to appear or to take action in response to any such legal process, discovery notice or subpoena (including attorneys' fees and disbursements) shall be paid by Grantor, upon demand by Grantee, and any such sum shall be a lien on the Property, prior to any right, or title to, interest in or claim upon the Property attaching or accruing subsequent to the lien of this Security Deed, and shall be deemed to be secured by this Security Deed. In any action or proceeding to foreclose this Security Deed, or to recover or collect the Secured Indebtedness, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

1.09 Estoppel Affidavits. Grantor shall, upon ten (10) days prior written notice, furnish Grantee a written statement, duly acknowledged, setting forth the unpaid principal of, and interest on, the indebtedness secured hereby and whether or not, to the best knowledge of Grantor, any off-sets or defenses exist against such principal and interest, and, if such offsets or defenses exist, stating in detail the specific facts relating to each such offset or defense.

1.10 Subrogation. Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Secured Indebtedness secured hereby, notwithstanding that any instrument providing public notice of same shall be satisfied and canceled of record.

1.11 Performance by Grantee of Defaults by Grantor. If Grantor shall fail to pay any tax, lien, assessment or charge levied or assessed against the Property, any utility charge, whether public or private, required to be paid hereunder or any insurance premium required to be paid in connection with the procurement of insurance coverage and the delivery of the insurance policies required hereunder, or if Grantor shall fail to perform or observe any covenant, term or condition of any leases affecting all or any part of the Property or any other covenant, condition or term of this Deed to Secure Debt and Security Agreement, then Grantee, at its option, after the giving of

any notice and expiration of any cure period provided for herein, may perform or observe the same, and all payments made or costs incurred by Grantee in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by Grantor to Grantee with interest thereon at the default rate of interest under the Note. Notwithstanding the foregoing, with respect to any payments permitted hereunder other than insurance premiums, Grantee shall not make any such payments without first giving Grantor ten (10) calendar days prior written notice of its intention to do so; provided, however, that if Grantee in its good faith judgment determines that its failure so to make any of the payments permitted hereunder prior to the end of such ten (10) calendar day period would adversely affect either the Property or its security interest therein, then in such event Grantee shall have the right to make such payment prior to the end of such ten (10) calendar day period, and any such payment shall be covered by the terms of this Section 1.11. Grantee shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim, premium and obligation, of the necessity for any such actions, and of the amount necessary to be paid in satisfaction thereof. Grantee is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof (subject to rights of tenants thereof) upon notice reasonable in the circumstances for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to Grantor or any other person in possession holding under Grantor except to the extent of the gross negligence or willful misconduct of Grantee or its agents and employees.

1.12 Condemnation. If all or any material part of the Property shall be damaged or taken through condemnation (which term when used in this Deed to Secure Debt and Security Agreement shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), the entire indebtedness secured hereby shall, at the option of Grantee, become immediately due and payable. Grantee shall be entitled to all compensation, awards and other payments or relief arising from any such condemnation. If the condemnation shall result in a taking of less than a material portion of the Property, then Grantee, after deducting from said condemnation proceeds all of its expenses incurred in the collection and administration of such sums, including attorney's fees, shall make the net proceeds available to Grantor for the repair and/or restoration of the Property. Provided no Event of Default shall have occurred and be continuing hereunder, then Grantor shall be authorized, at its option, to commence, appear in and prosecute through counsel selected by Grantor and reasonably acceptable to Grantee, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith, subject to Grantee's approval of the terms of any such settlement or compromise. In the event that an Event of Default shall have occurred and be continuing under this Deed to Secure Debt and Security Agreement or any of the other Loan Documents, then Grantor, immediately upon obtaining knowledge of the institution, or the proposed, contemplated or threatened institution, of any action or proceeding for the taking through condemnation of the Property or any part thereof, will promptly notify Grantee, and Grantee is hereby authorized and empowered, at its option, to commence, appear in, and prosecute any such action or proceeding and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by Grantor to Grantee, who after deducting therefrom all its expenses, including attorney's fees, may release any monies so received by it without affecting the security interest of this Deed to Secure

Debt and Security Agreement. Grantor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as Grantee may reasonably require. If, prior to the receipt by Grantee of such award or proceeds, the Property shall have been sold on foreclosure of this Security Deed, or by deed in lieu thereof, or under the power of sale herein granted, Grantee shall have the right to receive such award or proceeds to the extent of any unpaid Secured Indebtedness following such sale, with legal interest thereon, whether or not a deficiency judgment on this Security Deed or the Note shall have been sought or recovered, and to the extent of counsel fees, costs and disbursements incurred by Grantee in connection with the collection of such award or proceeds. As used herein, a "material" portion of the Property shall mean any portion of the Property such that the condemnation thereof will in the reasonable judgment of Grantee substantially adversely affect the construction or operation of the project contemplated by the Loan Documents for its intended purposes or the rental income therefrom.

1.13 Operating Statements. Grantor shall maintain, or cause to be maintained, accurate records of Grantor's income and expenses in connection with the operation of the Property and shall promptly furnish to Grantee annually as of December 31 of each year, within sixty (60) days after the period to which they relate, updated financial statements, prepared in accordance with generally accepted accounting principles consistently applied, certified by Grantor and itemizing all material financial information with respect to the operation of the Property, including, but not limited to, sources of income, expenses and balance sheets of the Property for the calendar year just ended, as the case may be. In addition, Grantor will furnish to Grantee annually as of December 31 of each year, prior to April 15 after the period to which they relate, a financial statement on all current and future guarantors (collectively, "Guarantors") of the Secured Indebtedness (in a format acceptable to Grantee). Grantor will furnish to Grantee monthly operating statements (in a format acceptable to Grantee) and monthly reports concerning the leasing of the Property, including a rent roll and a status report regarding leasing efforts, and such other reports and information, and at such intervals, regarding the Property and the financial condition of Grantor as Grantee may reasonably request. Grantor agrees to permit Grantee upon reasonable notice to inspect the books and accounts of Grantor relating to the Property during normal business hours. Failure to furnish such data shall constitute a default by Grantor hereunder.

1.14 Security Agreement.

(a) With respect to the machinery, apparatus, equipment, fittings, fixtures, building supplies and materials, articles of personal property, chattels, chattel paper, documents, inventory, accounts, farm products, consumer goods and general intangibles of Grantor referred to or described in this Deed to Secure Debt and Security Agreement, or in any way connected with the use and enjoyment of the Property, this Deed to Secure Debt and Security Agreement is hereby made and declared to be a security agreement encumbering each and every item of such property included herein as a part of the Property, in compliance with the provision of the Georgia Uniform Commercial Code. Upon request by Grantee, at any time and from time to time, a financing statement or statements reciting this Deed to Secure Debt and Security Agreement to be a security agreement affecting all of such property shall be executed by Grantor

and Grantee and appropriately filed. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Deed to Secure Debt and Security Agreement shall be (i) as prescribed herein, or (ii) as prescribed by general law, or (iii) as prescribed by the specific statutory consequences now or hereafter enacted and specified in said Uniform Commercial Code, all at Grantee's sole election. Grantor and Grantee agree that the filing of any such financing statement or statements in the records normally having to do with personal property shall not in any way affect the agreement of Grantor and Grantee that everything used in connection with the production of income from the Property or adapted for use therein or which is described or reflected in this Deed to Secure Debt and Security Agreement, is, and at all times and for all purposes and in all proceedings, both legal or equitable, shall be, regarded as part of the real estate conveyed hereby regardless of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain items capable of being thus identified in an exhibit to this Deed to Secure Debt and Security Agreement, or (iii) any such item is referred to or reflected in any such financing statement or statements so filed at any time. Similarly, the mention in any such financing statement or statements of the rights in and to (i) the proceeds of any fire and/or hazard insurance policy, or (ii) any award in eminent domain proceedings for a taking or for loss of value, or (iii) Grantee's interest as lessor in any present or future lease or rights to income growing out of the use and/or occupancy of the Property, whether pursuant to lease or otherwise, shall not in any way alter any of the rights of Grantee as determined by this Deed to Secure Debt and Security Agreement or affect the priority of Grantee's security interest granted hereby or by any other recorded document, it being understood and agreed that such mention in such financing statement or statements is solely for the protection of Grantee in the event any court shall at any time hold with respect to the foregoing clauses (i), (ii) or (iii) of this sentence, that notice of Grantee's priority of interest, to be effective against a particular class of persons, must be filed in the appropriate Uniform Commercial Code records.

(b) Grantor warrants that the location of the collateral is or will be upon the Land (excepting materials intended to be located thereon and stored temporarily off-site). Grantor covenants and agrees with Grantee that Grantor will furnish Grantee with notice of any change in the principal place of business of Grantor within thirty (30) calendar days of the effective date of any change and Grantor will promptly execute any financing statements or other instruments deemed necessary by Grantee to prevent any filed financing statement from becoming misleading or losing its status.

1.15 Construction Materials. In addition to the interests in and to the Property granted, bargained, sold and conveyed by Grantor to Grantee as set forth hereinabove, Grantor has also granted, bargained, sold and mortgaged, and by these presents does grant, bargain, sell and mortgage unto Grantee all building materials, equipment and appliances, including without limiting the generality of the foregoing, bricks, mortar, lumber and other items and equipment, which are acquired by Grantor to be placed upon or used in connection with the Property, whether or not such materials are located upon or attached to the Property, and all guaranties and warranties of workmanship or quality relating to said building materials, equipment and appliances, or other personal property and improvements and the construction and installation

thereof, and all contract rights, business names and other intangibles of Grantor relating to the construction, equipment and operation of the Property; and all of the items and types of items identified in this Section 1.15 shall also be included within the meaning of the term "Property" as used in this instrument.

1.16 Conveyance of the Property. Grantor hereby acknowledges and confirms that the identity and expertise of Grantor are material circumstances upon which Grantee has relied in connection with the sums advanced herein, and any change in such identity or expertise could materially impair or jeopardize the security afforded to Grantee by this Deed to Secure Debt and Security Agreement for the payment of the principal amount of the Secured Indebtedness. Accordingly:

(a) Grantor shall not, without the prior written consent of Grantee, which may be exercised arbitrarily and withheld for any reason or no reason, voluntarily or by operation of law, sell, transfer, lease to one entity in its entirety, convey or assign all or any part of the legal or equitable title to the Property, or any part of, or interest in, the Property. For purposes hereof, the change or transfer or encumbrance of the legal or equitable ownership of any interest in Grantor, or the change or transfer of any direct or indirect interest in Grantor shall constitute a transfer of the Property.

(b) Grantor shall not, without the prior written consent of Grantee, voluntarily or by operation of law, mortgage, encumber, transfer, convey or assign the Property, or any part of, or interest in, the Property, as security for an indebtedness other than for the Secured Indebtedness.

Notwithstanding anything provided to the contrary in Section 2.01 hereinbelow, in the event Grantor breaches any term of this Section 1.16, such breach shall entitle Grantee immediately to exercise all rights and remedies provided herein, and Grantor shall not be entitled to any cure period in connection therewith.

1.17 Litigation. Grantor shall promptly give notice in writing to Grantee of any litigation commenced or threatened affecting the Property.

1.18 Hazardous Materials. To the best of Grantor's knowledge, the Property (including the land, surface water, ground water and all improvements) is free of the following:

(a) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder;

(b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder;

(c) any substance the presence of which on the Property is prohibited by any law similar to those set forth in this Section 1.18;

(d) any asbestos fire proofing or insulation or other form of building materials or substances which may, if not properly handled, pose a threat to the health of building users and occupants;

(e) contamination resulting from any oil or petroleum products and their by-products;

(f) any polychlorinated biphenyls ("PCBs"); and

(g) contamination resulting from any materials which, under federal, state or local law, statute, ordinance or regulations, or court or administrative order or decree, or private agreement (hereinafter referred to collectively as "Environmental Requirements") require special handling in collection, storage, treatment or disposal because of toxic, flammable, explosive, corrosive, reactive, or radioactive properties or because of properties that may be hazardous or harmful to the environment or human health [items (a)-(g) are hereinafter referred to collectively as "Hazardous Materials"].

Grantor hereby warrants and represents to Grantee that with regard to the Property and all activities on the Property, Grantor has not received any verbal or written notice of, and is unaware of, any violation or any action, judicial or administrative, relating to the violation, of any of the Environmental Requirements. Further, Grantor warrants and represents to Grantee that it has not actually received, and is unaware of, any notice under any of the Environmental Requirements relating to the existence of any contamination or Hazardous Materials on the Property. Further, Grantor warrants and represents to Grantee that it has not spilled, leaked or in any other manner released any Hazardous Materials on the Property in amounts which would create an imminent and substantial endangerment to health, welfare or the environment or in a manner violating any Environmental Requirements, and that to the best of Grantor's knowledge, no other person has spilled, leaked or in any other manner released any Hazardous Materials on the Property in amounts which would create an imminent and substantial endangerment to health, welfare or the environment or in a manner violating any Environmental Requirements. Grantor shall not hereafter (i) cause or suffer to occur a release, spillage, leak, uncontrolled loss, seepage or filtration of any Hazardous Materials at, upon or within the Property or any contiguous real estate in amounts which would create an imminent and substantial endangerment to health, welfare or the environment or in a manner violating any Environmental Requirements, (ii) engage in any activity, or permit any tenant or occupant of the Property to engage in any activity, that could lead to the imposition of liability on such tenant or occupant or on Grantor or the creation of a lien on the Property, under the Environmental Requirements, except for activities involving chemicals, substances and materials routinely used in the construction of improvements such as the improvements to be constructed on the Land or used in the day-to-day operation, cleaning, maintenance and landscaping of properties such as the Property, including chemicals, substances and materials sold by tenants of the Property in the ordinary course of their

business, provided that at all times Grantor shall cause any such chemicals, substances and materials to be used, stored, handled and disposed of in compliance with all applicable Environmental Requirements. If Grantor shall fail to take or cause to be taken any and all actions as may be necessary to comply with all Environmental Requirements, Grantee may make advances or payments towards performance or satisfaction of the same, but shall be under no obligation to do so; and any sums so advanced or paid, including, without limitation, all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including, without limitation, attorneys' fees, fines or other penalty payments, shall be reimbursed by Grantor to Grantee in accordance with the provisions of Section 1.11 hereinabove. Grantor shall and does hereby agree to indemnify and hold Grantee harmless from and against any and all loss, expense and charge whatsoever, including, without limitation, all court costs and attorneys' fees, arising out of or in connection with any matter or thing relating to Environmental Requirements or Hazardous Materials and arising out of events or circumstances occurring or existing prior to or during the period of Grantor's ownership of the Property, except to the extent directly caused by the gross negligence or willful misconduct of Grantee or its agents, including, without limitation, if Grantee is made a party to any action or suit brought under any of the Environmental Requirements. It is expressly agreed by Grantor that this covenant of indemnification shall survive any payment and satisfaction of the indebtedness evidenced by the Note and secured hereby and the release and satisfaction of this Deed to Secure Debt and Security Agreement and the Loan Documents, and shall continue so long as the risk or potential of any such expense, damage, loss or liability of Grantee exists. Without limiting the generality of the foregoing, the foregoing covenant of indemnification shall inure to the benefit of Grantee, in the event Grantee becomes the successor-in-interest to Grantor with respect to the Property; provided, however, that the foregoing covenant of indemnification shall not extend to any expense, damage or loss arising directly from the acts of Grantee in the event Grantee becomes the successor-in-interest to Grantor with respect to the Property.

1.19 Americans with Disabilities Act. Grantor, at its sole cost and expense, shall promptly and at all times and from time to time comply with all requirements of Title III of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq., the regulations promulgated in connection therewith, 28 CFR Part 36, and the applicable ADA Accessibility Guidelines. Grantor hereby indemnifies and holds harmless Grantee against and from any and all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses, of any nature whatsoever suffered or incurred by Grantee, whether as grantee of this Deed to Secure Debt, as mortgagee in possession, or as successor-in-interest to Grantor by foreclosure deed or deed in lieu of foreclosure, in connection with the foregoing provision.

ARTICLE 2

2.01 Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" by Grantor hereunder:

(a) Grantor shall fail to pay in full when due and payable any installment of principal, interest or escrow deposits, as required by the Note, this Deed to Secure Debt and

Security Agreement, or otherwise, and such failure shall not be cured within five (5) calendar days from the due date thereof; or

(b) Grantor fails duly to observe any covenant, condition or agreement of this Deed to Secure Debt and Security Agreement or of any other instrument evidencing or securing the Secured Indebtedness and such failure is not cured within fifteen (15) calendar days after the effective date of written notice from Grantee to Grantor unless a shorter cure period for any specific covenant or condition is specified herein; or

(c) There shall have occurred a "Default" or an "Event of Default" under and as defined in any of the other Loan Documents; or

(d) Any warranties or representations made or agreed to be made in this Deed to Secure Debt and Security Agreement or in any other instrument evidencing or securing the Secured Indebtedness shall be breached by Grantor or shall prove to be false or materially misleading; or

(e) Any lien or claim of lien for labor, material, taxes, or otherwise shall be filed against the Property and not be removed, bonded, or contested in accordance with the terms of Subsection 1.03(d) above within thirty (30) calendar days after the date of Grantor's receipt of actual notice of such filing; or

(f) A levy shall be made under any process on, or a receiver be appointed for, the Property or any other property of Grantor and such levy not be removed or receiver dismissed within thirty (30) calendar days of date of process or appointment; or

(g) Grantor, or any Guarantor shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other similar relief for debtors; or

(h) Grantor or any Guarantor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Grantor or of any Guarantor or of all or any part of the Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(i) Grantor or any Guarantor shall make any general assignment for the benefit of creditors; or

(j) Grantor or any Guarantor shall commence or have instituted against it the process of dissolution, liquidation, or both dissolution and liquidation; or

(k) (i) There shall be filed a petition against Grantor, or any Guarantor, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or (ii) there shall be filed a petition seeking the appointment of any trustee, receiver or liquidator of Grantor, or of any Guarantor, or of all or any substantial part of the Property, or of any or all of the income, rents, issues, profits or revenues thereof, unless any such petition described in the foregoing clauses (i) and (ii) of this Subsection 2.01(k) shall be dismissed within sixty (60) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

(l) There shall occur, a breach of the covenants and provisions of Sections 1.16 or 1.18 hereof; or

(m) Grantor shall, without the prior written consent of Grantee, voluntarily or by operation of law, transfer, convey or assign the Property, or any part of, or interest in, the Property as security for an indebtedness other than for the indebtedness secured hereby.

Any periods of grace, cure or notice provided for the benefit of Grantor in this Security Deed and in the other Loan Documents shall run concurrently and not consecutively.

2.02 Acceleration of Maturity. If an Event of Default shall have occurred hereunder, then the whole unpaid principal sum of the Secured Indebtedness and all interest and other charges accrued and accruing under the Note, this Security Deed and the other Loan Documents shall, at the option of Grantee, become due and payable without notice or demand by Grantee, except as set forth herein, time being of the essence of this Deed to Secure Debt and Security Agreement and of the Secured Indebtedness, and thereafter such Event of Default may be cured only by the payment of such entire principal balance and all other sums due and payable hereunder and thereunder; and no omission on the part of Grantee to exercise such option when entitled so to do shall be considered as a waiver of such right.

2.03 Right to Enter and Take Possession.

(a) If any Event of Default shall have occurred and be continuing, Grantor, upon demand of Grantee, shall forthwith surrender to Grantee the actual possession of the Property and, to the extent permitted by law, Grantee itself, or by such officers or agents as it may appoint, may enter and take possession of the Property and may exclude Grantor and Grantor's agents and employees wholly therefrom.

(b) If Grantor shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Grantee, Grantee may obtain a judgment or decree conferring upon Grantee the right to immediate possession or requiring Grantor to deliver immediate possession of the Property to Grantee, and Grantor hereby specifically consents to the entry of such judgment or decree. Grantor shall pay to Grantee, upon demand, all expenses of obtaining such judgment or decree, including compensation to Grantee, its attorneys and agents,

and all such expenses and compensation shall, until paid, become part of the Secured Indebtedness and shall be secured by this Deed to Secure Debt and Security Agreement.

(c) Upon every such entering and taking of possession, Grantee may hold, store, use, operate, manage, control, and maintain the Property and conduct the business thereof, and, from time to time, (i) make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Property insured; (iii) manage and operate the Property and exercise all the rights and powers of Grantor, in its name or otherwise, with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted Grantee; all as Grantee may from time to time determine to be to its best advantage; and Grantee may collect and receive all of the income, rents, profits, issues and revenues of the Property, including those past due as well as those accruing thereafter and, after deducting (aa) all expenses of taking, holding, managing and operating the Property (including compensation for the services of all persons employed for such purposes); (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases, and acquisitions; (cc) the cost of such insurance; (dd) such taxes, assessments and other charges as Grantee may determine to pay, (ee) other proper charges upon the Property or any part thereof and (ff) the compensation and expenses of attorneys and agents of Grantee, shall apply the remainder of the money so received by Grantee to the payment of the Secured Indebtedness. Notwithstanding anything provided herein to the contrary, Grantee shall not be obligated to discharge or perform the duties of a landlord to any tenant or incur any liability as a result of any exercise by Grantee of its rights under this Deed to Secure Debt and Security Agreement, and Grantee shall be liable to account only for the rents, income, issues and profits actually received by Grantee.

(d) For the purpose of carrying out the provisions of this Section 2.03, Grantor hereby constitutes and appoints Grantee the true and lawful agent and attorney in fact of Grantor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney in fact in the Property.

(e) In the event any such Event of Default by Grantor hereunder is cured and satisfied to the satisfaction of Grantee prior to any action taken to enforce the Security Deed pursuant to Section 2.05 below such that Grantee returns possession of the Property to Grantor, the right of Grantee to take possession from time to time pursuant to this Section 2.03 shall exist upon the occurrence of any subsequent Event of Default hereunder.

(f) In the event that Grantor and Grantee have entered into a separate Assignment of Rents, or similarly styled agreement, the terms of such agreement shall control in case any terms or provisions thereof may contradict with this Section 2.03.

2.04 Receiver. If an Event of Default shall have occurred hereunder, Grantee, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right,

without notice and without regard to the occupancy or value of any security for the Secured Indebtedness or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Property and to collect and apply the rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Georgia. Grantor shall pay unto Grantee upon demand all expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions of this Section 2.04 and any such amounts paid by Grantor shall be added to the Secured Indebtedness and shall be secured by this Deed to Secure Debt and Security Agreement.

2.05 Enforcement.

(a) If the Secured Indebtedness is not paid in full when the same shall become due, whether by acceleration or otherwise, Grantee, at its option, may sell the Property or any part of the Property at public sale or sales before the door of the courthouse of the county in which the Property or any part of the Property is situated, to the highest bidder for cash, in order to pay the Secured Indebtedness and all expenses of the sale and of all proceedings in connection therewith, including attorney's fees actually incurred after advertising the time, place and terms of sale once a week for four (4) weeks immediately preceding such sale (but without regard to the number of days) in a newspaper in which Sheriff's sales are advertised in said county. At any such public sale, Grantee may execute and deliver to the purchaser a conveyance of the Property or any part of the Property in fee simple, with full warranties of title, and to this end, Grantor hereby constitutes and appoints Grantee the agent and attorney-in-fact of Grantor to make such sale and conveyance, and thereby to divest Grantor of all right, title or equity that Grantor may have in and to the Property and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon Grantor. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative of the other remedies provided hereby or by law for collection of the Secured Indebtedness and shall not be exhausted by one exercise thereof but may be exercised until full payment of all of the Secured Indebtedness. In the event of any sale under this Security Deed by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Property may be sold as an entirety or in separate parcels and in such manner or order as Grantee in its sole discretion may elect, and if Grantee so elects, Grantee may sell the personal property covered by this Security Deed at one or more separate sales in any manner permitted by the Uniform Commercial Code of the State of Georgia, and one or more exercises of the powers herein granted shall not extinguish nor exhaust such powers, until the entire Property is sold or the Secured Indebtedness is paid in full. If the Secured Indebtedness is now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, Grantee may at its option exhaust the remedies granted under any of said security instruments either concurrently or independently, and in such order as Grantee may determine.

(b) If an Event of Default shall have occurred, Grantee may, in addition to and not in abrogation of the rights covered under subsection (a) of this Section 2.05, either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy (i) to enforce payment of the Note or the performance of any term, covenant, condition or agreement of this Security Deed or any other right, and (ii) to pursue any other remedy available to it, all as Grantee shall determine most effectual for such purposes.

2.06 Application of Proceeds of Sale. In the event of a foreclosure or a sale of all or any portion of the Property under the power herein granted, the proceeds of said sale shall be applied first to the payment of expenses of such sale and of all proceedings in connection therewith, including attorney's fees actually incurred, to insurance premiums, liens, assessments, taxes and charges, including utility charges advanced by Grantee, to all other advances made by Grantee pursuant to this Security Deed, then to the accrued interest on the principal indebtedness secured hereby, then to payment of the outstanding principal balance of the Secured Indebtedness; and the remainder, if any, shall be paid to Grantor, or to the person or entity lawfully entitled thereto.

2.07 Purchase by Grantee. Upon any foreclosure sale or sale of all or any portion of the Property under the power herein granted, Grantee may bid for and purchase the Property and shall be entitled to apply all or any part of the Secured Indebtedness as a credit to the purchase price.

2.08 Grantor as Tenant Holding Over. In the event of any such sale under the power herein granted, Grantor (if Grantor shall remain in possession) shall be deemed a tenant holding over and shall forthwith deliver possession to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over.

2.09 Intentionally left blank.

2.10 Discontinuance of Proceedings and Restoration of the Parties. In case Grantee shall have proceeded to enforce any right or remedy under this Deed to Secure Debt and Security Agreement by receiver, entry or otherwise, and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to Grantee, then and in every such case Grantor and Grantee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Grantee shall continue as if no such proceeding had been taken.

2.11 Remedies Cumulative. No right, power or remedy conferred upon or reserved by Grantee by this Deed to Secure Debt and Security Agreement is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.12 Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. Grantor agrees, to the full extent permitted by law, that in case of an Event of Default hereunder, neither Grantor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension, exemption, homestead or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed to Secure Debt and Security Agreement, or the absolute sale of the Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and Grantor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

2.13 Leases. The failure of Grantee to make any tenants of the Property parties to any foreclosure proceedings and to foreclose their rights will not be, nor be asserted to be, by Grantor a defense to any proceedings instituted by Grantee to collect the sums secured hereby.

2.14 Waiver.

(a) No delay or omission of Grantee or of any holder of this Deed to Secure Debt and Security Agreement to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every right, power and remedy given by this Deed to Secure Debt and Security Agreement to Grantee may be exercised from time to time and as often as may be deemed expedient by Grantee. Failure on the part of Grantee to complain of any act or failure to act or to declare an Event of Default hereunder, irrespective of how long such failure continues, shall not constitute a waiver by Grantee of its rights hereunder or impair any rights, powers or remedies consequent on any breach or Event of Default by Grantor. This Deed to Secure Debt and Security Agreement shall remain in full force and effect during any postponement or extension of the time of payment of the Secured Indebtedness or any part thereof.

(b) If Grantee (i) grants forbearance or an extension of time for the payment of any sums secured hereby; (ii) takes other or additional security for the payment of any sums secured hereby; (iii) waives or does not exercise any right granted herein or in the Note; (iv) releases any part of the Property from this Deed to Secure Debt and Security Agreement or otherwise changes any of the terms, covenants, conditions or agreements of the Note or this Deed to Secure Debt and Security Agreement; (v) consents to the filing of any map, plat or replat affecting the Property; (vi) consents to the granting of any easement or other right affecting the Property; or (vii) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, this Deed to Secure Debt and Security Agreement or any other obligation of Grantor or any subsequent purchaser of the Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude Grantee from exercising any right, power or privilege herein granted or intended to be granted in the event of any Event of

Default then made or of any subsequent Event of Default; nor, except as otherwise expressly provided in an instrument or instruments executed by Grantee, shall the conveyance and lien of this Deed to Secure Debt and Security Agreement be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, Grantee, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Property or the Secured Indebtedness, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any liabilities, obligations or undertakings.

2.15 Suits to Protect the Property. Grantee shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Deed to Secure Debt and Security Agreement, (b) to preserve or protect its interest in the Property and in the rents, issues, profits and revenues arising therefrom, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Grantee; provided, however, Grantee shall not institute or maintain any such suits or proceedings against parties other than Grantor unless and until Grantee shall have first made upon Grantor such request so to do as shall then be reasonable under the circumstances, and Grantor shall have thereupon failed either to institute and maintain such suit or to otherwise cure or correct any such matters or circumstances.

2.16 Grantee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Grantor, its creditors or its property, Grantee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Grantee allowed in such proceedings for the entire amount due and payable by Grantor under this Deed to Secure Debt and Security Agreement at the date of the institution of such proceedings and for any additional amount which may become due and payable by Grantor hereunder after such date.

2.17 WAIVER OF GRANTOR'S RIGHTS. BY EXECUTION OF THIS SECURITY DEED, GRANTOR EXPRESSLY: (A) ACKNOWLEDGES THE RIGHT OF GRANTEE TO ACCELERATE THE INDEBTEDNESS EVIDENCED BY THE NOTE AND ANY OTHER INDEBTEDNESS AND THE POWER OF ATTORNEY GIVEN HEREIN TO GRANTEE TO SELL THE PROPERTY BY NONJUDICIAL FORECLOSURE UPON DEFAULT BY GRANTOR WITHOUT ANY JUDICIAL HEARING AND WITHOUT ANY NOTICE OTHER THAN SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY DEED; (B) WAIVES ANY AND ALL RIGHTS WHICH GRANTOR MAY HAVE UNDER THE CONSTITUTION OF THE UNITED STATES (INCLUDING, WITHOUT LIMITATION, THE FIFTH AND FOURTEENTH AMENDMENTS THEREOF), THE VARIOUS PROVISIONS OF THE CONSTITUTIONS OF

THE SEVERAL STATES, OR BY REASON OF ANY OTHER APPLICABLE LAW, (1) TO NOTICE AND TO JUDICIAL HEARING PRIOR TO THE EXERCISE BY GRANTEE OF ANY RIGHT OR REMEDY HEREIN PROVIDED TO GRANTEE, EXCEPT SUCH NOTICE (IF ANY) AS IS SPECIFICALLY REQUIRED TO BE GIVEN UNDER THE PROVISIONS OF THIS SECURITY DEED AND (2) CONCERNING THE APPLICATION, RIGHTS OR BENEFITS OF ANY STATUTE OF LIMITATION OR ANY MORATORIUM, REINSTATEMENT, MARSHALLING, FORBEARANCE, APPRAISEMENT, VALUATION, STAY, EXTENSION, HOMESTEAD, EXEMPTION OR REDEMPTION LAWS; AND (C) ACKNOWLEDGES THAT ALL WAIVERS OF THE AFORESAID RIGHTS OF GRANTOR HAVE BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY GRANTOR AS PART OF A BARGAINED FOR LOAN TRANSACTION AND THAT THIS SECURITY DEED IS VALID AND ENFORCEABLE BY GRANTEE AGAINST GRANTOR IN ACCORDANCE WITH ALL THE TERMS AND CONDITIONS HEREOF.

ARTICLE 3

3.01 Successors and Assigns Included in Parties. Whenever in this Deed to Secure Debt and Security Agreement one of the parties hereto is named or referred to, the legal representatives, successors and permitted assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of Grantor and by or on behalf of Grantee shall bind and inure to the benefit of their respective heirs, executors, legal representatives, successors and permitted assigns, whether so expressed or not.

3.02 Headings. The headings of the sections, paragraphs and subdivisions of this Deed to Secure Debt and Security Agreement are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

3.03 Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; in no event and under no circumstances whatsoever shall Grantor be charged more than the highest lawful rate of interest permitted under applicable law; if any clause or provision herein contained operates or would prospectively operate to invalidate or impair the enforceability of this Deed to Secure Debt and Security Agreement in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Deed to Secure Debt and Security Agreement shall remain operative and in full force and effect, and shall be enforced to the greatest extent permitted by law.

3.04 Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

3.05 Notices. Any and all notices, elections, demands, requests and responses thereto permitted or required to be given under this Deed to Secure Debt and Security Agreement shall

be in writing, signed by or on behalf of the party giving the same, and shall be delivered personally, by recognized overnight courier service, or, if mailed, sent by certified United States Mail, postage prepaid, return receipt requested, to the other party at the address of such other party set forth below or at such other address within the continental United States of America as such other party may designate by notice given in accordance herewith; provided further that no notice of change of address shall be effective until the date of receipt thereof. The effective date of such notice shall be the sooner to occur of the date of actual receipt, regardless of the method of delivery, or the date which is three (3) business days after the date on which the notice is postmarked by the United States Postal Service. Delivery to a party or to any officer, partner, agent or employee of such party at the designated address shall constitute effective delivery for purposes hereof. Rejection or other refusal to claim or accept or inability to deliver because of changed address of which no notice was given as prescribed herein shall not affect the effective date of any such notice, election or demand sent as aforesaid. Any such notice, demand, or request shall be addressed as follows:

If to Grantee: Metro City Bank
5441 Buford Highway, Suite 109
Doraville, Georgia 30340
Attn: Hwa Saeng Kim, Senior Vice President

with a
copy to: Andersen, Tate & Carr, P.C.
1505 Lakes Parkway, Suite 100
Lawrenceville, Georgia 30043
Attn: Michael J. Hay, Esq.

If to Grantor: Darim Bang Investment, Inc.
6049 New Peachtree Rd #B
Doraville, GA 30340
Attn: Jang Won Cho, President

ARTICLE 4

4.01 Governing Law. This Deed to Secure Debt and Security Agreement shall be governed by and interpreted in accordance with the substantive laws of the State of Georgia, without reference to the application of the choice of law principles.

4.02 Time of Essence. Time is of the essence in the performance of all obligations hereunder.

4.03 Assignment. This Deed to Secure Debt and Security Agreement is assignable by Grantee and any assignment hereof by Grantee shall operate to vest in the assignee all rights and powers herein conferred upon and granted to Grantee.

4.04 Replacement of Note. Upon receipt of evidence reasonably satisfactory to Grantor of the loss, theft, destruction or mutilation of the Note, and in the case of any such loss, theft or destruction, upon delivery of an indemnity agreement reasonably satisfactory to Grantor or, in the case of any such mutilation, upon surrender of the Note, Grantor shall sign in lieu thereof a new note, dated the date to which interest has been paid on the lost, stolen, destroyed or mutilated Note and otherwise of like tenor, with appropriate variations.


4.05 Attorneys' Fees. Whenever in any of the Loan Documents Grantor is obligated to pay the legal fees of Grantee's counsel, such obligation shall be limited to the fees of Grantee's counsel which are actually incurred.

IN WITNESS WHEREOF, Grantor has executed this Deed to Secure Debt and Security Agreement under seal as of the day and year first above written.


GRANTOR:

Signed, sealed and delivered
in the presence of:

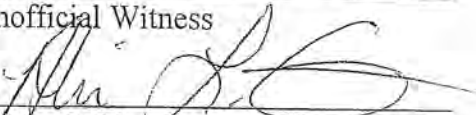
DARIM BANG INVESTMENT, INC.,
a Georgia corporation



Unofficial Witness

By: 

Jang Won Cho, President



Notary Public

[CORPORATE SEAL]



EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 25 and 26 of the 12th District, Hall County, Georgia, containing 6.3568 acres more or less, according to a survey for Darim Bang Investment, Inc. dated February 21, 2007, prepared by Southern Technical Services, L.L.C., Ian M. Bragg, Georgia Registered Land Surveyor No. 2196, said tract being more particularly described according to said survey as follows:

BEGINNING at a point marked by a right of way monument found located at the northwestern most point of the mitered intersection of the southerly right of way line of Jim Hood Road (right of way varies) with the westerly right of way line of U.S. Highway 129 a/k/a Cleveland Highway (right of way varies); run thence along said mitered intersection South 44 degrees 54 minutes 51 seconds East a distance of 57.36 feet to a point being located at the southeastern most point of the aforesaid mitered intersection; run thence along the aforesaid right of way line of U.S. Highway 129 the following courses and distances: run thence South 8 degrees 33 minutes 8 seconds West a distance of 164.48 feet to a point marked by a right of way monument found; run thence South 7 degrees 45 minutes 17 seconds West a distance of 188.50 feet to a point marked by a right of way monument; run thence South 6 degrees 40 minutes 17 seconds West a distance of 65.70 feet to a point; run thence South 10 degrees 6 minutes 1 second West a distance of 192.92 feet to a point marked by a ½" rebar found; leaving the aforesaid right of way line run thence North 64 degrees 30 minutes 11 seconds West a distance of 378.88 feet to a point marked by a ½" rebar found; located in the centerline of the creek (Point A) run thence along the centerline of the creek in a generally northwesterly direction to a point (Point B) a traverse line connecting Point A and Point B is described as follows: From Point A, run thence North 29 degrees 6 minutes 57 seconds West a distance of 202.29 feet to a point marked by a ½" rebar found; run thence North 43 degrees 0 minutes 18 seconds West a distance of 137.56 to Point B; From Point B, and leaving the centerline of the creek, run thence North 80 degrees 29 minutes 29 seconds East a distance of 209.50 feet to a point marked by an axle found; run thence North 7 degrees 59 minutes 29 seconds West a distance of 243.91 feet to a point marked by a ½" rebar found; run thence North 80 degrees 25 minutes 50 seconds East a distance of 3.45 feet to a point marked by a ½" rebar found; run then North 12 degrees 28 minutes 21 seconds West a distance of 73.99 feet to a point located on the southerly right of way line of Jim Hood Road; run thence along Jim Hood Road the following courses and distances: run thence South 75 degrees 22 minutes 44 seconds East a distance of 65.57 feet; run thence South 65 degrees 20 minutes 39 seconds East a distance of 103.35 feet; run thence South 65 degrees 29 minutes 42 seconds East a distance of 84.40 feet; run thence South 75 degrees 27 minutes 48 seconds East a distance of 197.09 feet to a point marked by a right of way monument found located at the northwestern most point of the mitered intersection of the southerly right of way line of Jim Hood Road with the westerly right of way line of U.S. Highway 129, said point being the TRUE PLACE OR POINT OF BEGINNING.

EXHIBIT "B"

PERMITTED TITLE EXCEPTIONS

1. All general and special taxes and assessments for the year 2007 and subsequent years, liens not yet due and payable and any additional taxes, interest and/or penalties which may be assessed for prior tax years by virtue of adjustment, re-appraisal, re-assessment, appeal or other amendment to the tax records of the city or county in which the subject property is located
2. All matters which affect subject property at they may appear on that certain plat of survey recorded in Plat Book 44, Page 25, Hall County, Georgia Records.
3. All matters which affect subject property at they may appear on that certain plat of survey for the Property of Jack M. and Montine E. Bobo dated July 12, 1978, filed for record August 16, 1978 and recorded in Plat Book 71, Page 96, aforesaid records.
4. Easements and Relinquishment of Access Rights contained in Right of Way Deed dated July 20, 2000 from Montine E. Bobo to Georgia Department of Transportation, filed for record July 21, 2000 and recorded in Deed Book 3708, Page 537, aforesaid records.
5. All matters shown on that certain Survey for Darim Bang Investment, Inc. dated February 21, 2007, prepared by Southern Technical Services, L.L.C., Ian M. Bragg, Georgia Registered Land Surveyor No. 2196



GAINESVILLE LEFT-TURN LANE QUEUE ANALYSIS STUDY

City of Gainesville, GA

July 10, 2023

Prepared for:

PLAND Engineering and Architecture, LLC
300 Colonial Center Parkway, Suite 100N
Roswell, Georgia 30076

Prepared by:

Lowe Engineers
990 Hammond Drive, Suite 900
Atlanta, GA 30328

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Jim Hood Rd in Gainesville GA– Queue Analysis Report
City of Gainesville, GA

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1 Project Description

This queue analysis report was prepared to evaluate queuing and blocking potential on the west approach of the signalized intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road due to an adjacent future development that is anticipated to be built out by the end of 2024. As part of this analysis, a traffic impact analysis was also conducted to assess the impact of the proposed development on the adjacent signalized intersection.

The proposed development’s site is located on the southwest quadrant of the intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road in the City of Gainesville in Hall County, GA. The ±6.35-acre site is currently undeveloped. The proposed project consists of an 11,000 square-foot grocery store, a 4,000-foot restaurant, a 3,250-foot convenience store, and a 10-pump gas station with an anticipated buildout year of 2024. A site location map is shown in **Figure 1**, and an aerial map is shown in **Figure 2**.

Access to the site is proposed via two (2) driveways. Access on Jim Hood Drive is proposed to be via one (1) full access driveway. Access on Cleveland Highway (SR 11) is proposed to be via one (1) right-in/right out (Ri/Ro) access driveway. A preliminary site plan is included in **Appendix A**. Data used in the analysis consisted of the preliminary site plan provided by the project engineers, peak hour traffic counts collected by LOWE ENGINEERS, and Georgia Department of Transportation (GDOT) web-based applications and published information.

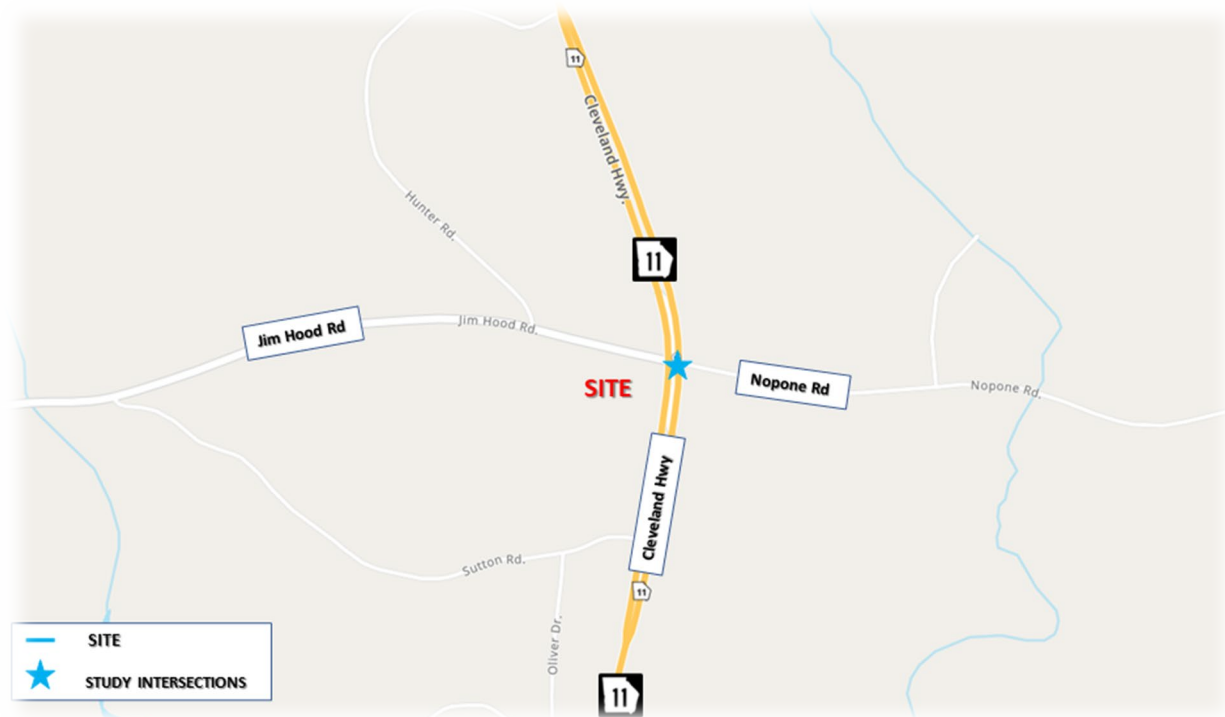


Figure 1: Site Location Map



Figure 2: Aerial View of the Site Location

2 Study Area

The study area was determined based on the nearest significant intersections from the proposed site access driveways. Accordingly, the analysis considered the project’s impact on the following intersections:

- Cleveland Highway (SR 11) at Jim Hood Road/Nopone Road (an existing signalized intersection)
- Jim Hood Road at Site Driveway A (a proposed full access driveway)
- Cleveland Highway (SR 11) at Site Driveway B (a proposed Ri/Ro driveway)

3 Existing Conditions

3.1 Adjacent Roadway Facilities

Cleveland Highway (SR 11) is a four-lane divided roadway and runs primarily north-south in the study area. The roadway is functionally classified by GDOT as an urban principal arterial-other and has a posted speed limit of 55 mph. Sidewalks are not present along both sides of the roadway.

Jim Hood Road is a two-lane undivided roadway and runs primarily east-west in the study area. The roadway is functionally classified by GDOT as an urban minor collector and has a posted speed limit of 45 mph. Sidewalks are not provided along both sides of the roadway.

Nopone Road is a two-lane undivided roadway and runs primarily east-west in the study area. The roadway is functionally classified by GDOT as a rural minor collector and has a posted speed limit of 45 mph. Sidewalks are not provided along both sides of the roadway.

3.2 Existing Lane Geometry and Traffic Control

The existing lane geometry and traffic control for the study intersection are shown in **Figure 3**.

3.3 Traffic Data

Existing turning movement counts were collected at the intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road on Thursday April 20th, 2023. The AM peak hour of vehicular traffic flow occurred from 7:15 to 8:15 AM, while the PM peak hour of vehicular traffic flow occurred from 4:45 to 5:45 PM. An additional 24-hour bidirectional vehicle classification count was collected on Jim Hood Road west of Cleveland Highway (SR 11). The existing (2023) AM and PM peak hour vehicular turning movement volumes are displayed in **Figure 4**. Raw (2023) traffic data is included in **Appendix B**.

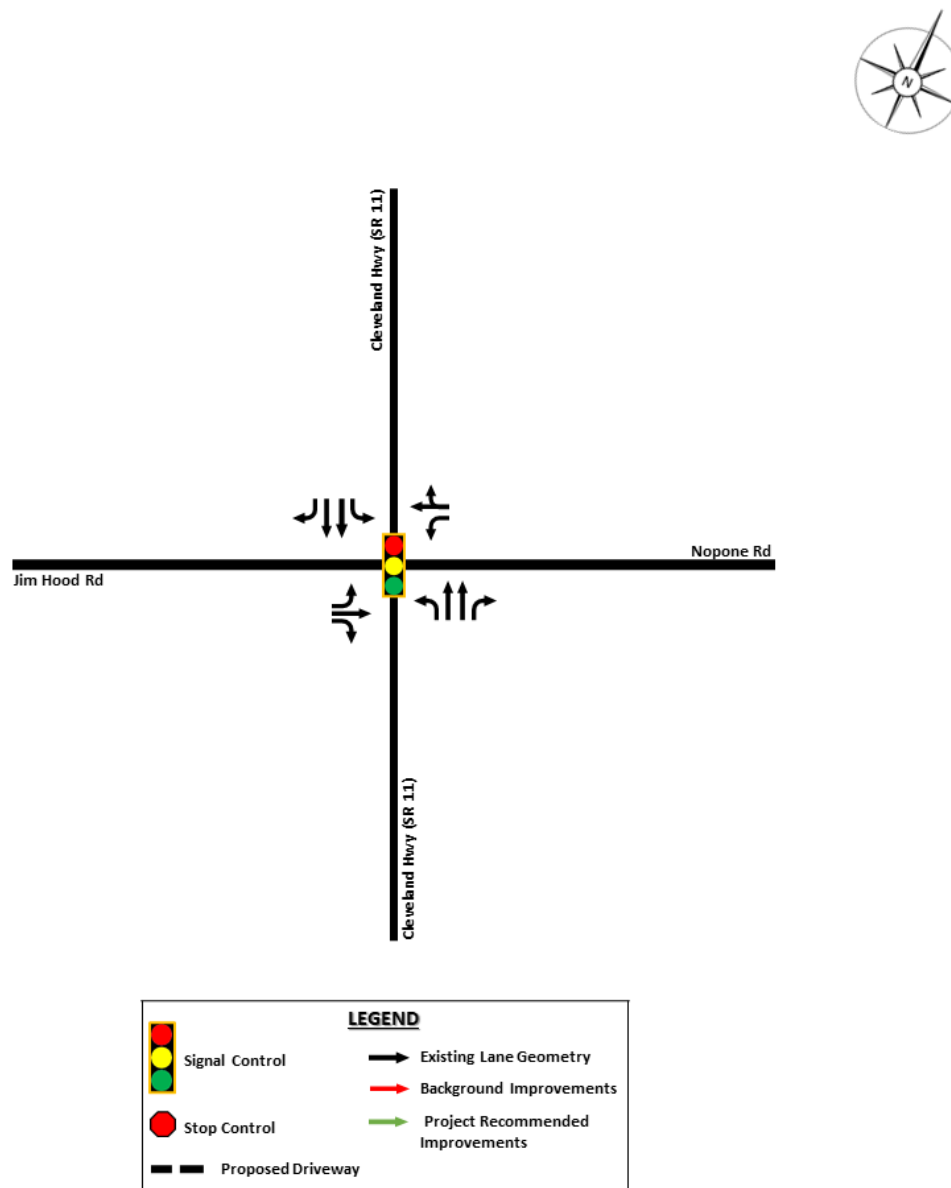


Figure 3: Existing (2023) Lane Geometry and Traffic Control

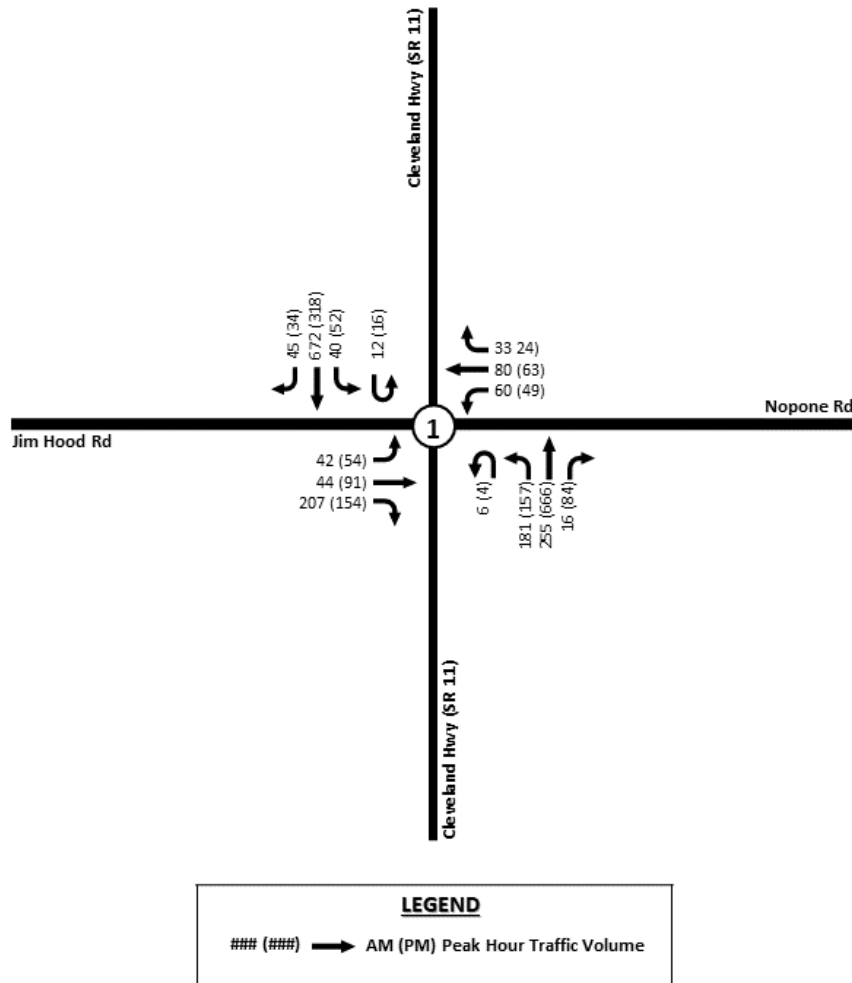


Figure 4: Existing (2023) Traffic Volumes

3.4 Existing Capacity Analysis

A capacity analysis for the intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road was performed under existing (2023) conditions based on the Highway Capacity Manual 6th Edition (HCM 6), whenever applicable, during the AM and PM peak hours using Synchro 11. Existing conditions represent the existing study intersection geometrical layout, the existing traffic control, and the existing (2023) vehicular turning movement counts during the AM and PM peak hours. Capacity analysis results, including vehicular control delay and level of service (LOS) at the movement and intersection levels, are summarized in **Table 1**. Average vehicular delays are shown in seconds per vehicle. LOS is a grading system defined by the HCM where A is the best, and F is the worst. Signal timing plans and detailed capacity analysis reports under existing (2023) conditions can be found in **Appendix C**.

Table 1: Existing Conditions Capacity Analysis

ID	Intersection	Traffic Control	Movement	AM Peak Hour		PM Peak Hour	
				Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
1	Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd	Signal	EBL	23.8	C	20.7	C
			EBT	25.7	C	24.1	C
			EBR	0.0	A	0.0	A
			WBL	23.3	C	20.8	C
			WBTR	27.2	C	24.0	C
			NBL	14.2	B	13.4	B
			NBT	13.1	B	17.1	B
			NBR	0.0	A	0.0	A
			SBL	13.8	B	14.5	B
			SBT	19.7	B	17.6	B
			SBR	0.0	A	0.0	A
Intersection			18.7	B	17.8	B	

U-Turning movements are ignored in Synchro

Unsignalized Delay for [NBR, EBR, SBR] is excluded from calculations of the intersection delay

As indicated in **Table 1**, the existing (2023) capacity analysis revealed the following results:

- During the AM and PM peak hours, all turning movements currently operate acceptably at LOS C or better.
- The intersection operates sufficiently at an overall LOS B during both peak hours.

3.5 Existing Queue Analysis

A detailed queue analysis for the intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road was performed under existing (2023) traffic conditions using a combination of two traffic simulation tools: Synchro 11 and SimTraffic 11. 95th percentile queue lengths from Synchro and maximum queue lengths from SimTraffic were considered and reported separately for each turn movement. Detailed SimTraffic reports showing simulation summary in addition to queueing and blocking analysis results are provided in **Appendix D**. The critical queue length for a turn lane was determined based on the greater of its 95th percentile queue length from Synchro and its maximum queue length from SimTraffic.

Table 2 summarizes maximum queue lengths and recommended storage bay lengths for auxiliary turn lanes at the study intersection. Full width turn lane lengths were rounded up to the nearest 25 feet. A taper length of 100 feet was utilized. A minimum queue length of 100 feet was considered whenever minimal queue lengths were estimated. The total storage bay length for a turn lane is composed of a full-width turn-lane length and a taper length.

Table 2: Existing Conditions Queue Analysis

ID	Intersection	Movement	AM Peak Hour		PM Peak Hour		Max Queue Length (ft)	Full Width Length (ft)	Taper Length (ft)	Storage Bay Length* (ft)
			Synchro (ft)	SimTraffic (ft)	Synchro (ft)	SimTraffic (ft)				
1	Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd	EBL	25	65	50	70	70	75	100	175
		EBR	0	67	0	13	67	75	100	175
		WBL	50	90	25	80	90	100	100	200
		NBL	75	224	75	206	224	225	100	325
		NBR	0	0	0	127	127	150	100	250
		SBL	25	128	25	90	128	150	100	250
		SBR	0	146	0	0	146	150	100	250

*Storage bay length includes taper length

4 Background Conditions

4.1 Background Lane Geometry and Traffic Control

Lane geometry and traffic control under background (2024) conditions are depicted in **Figure 5**

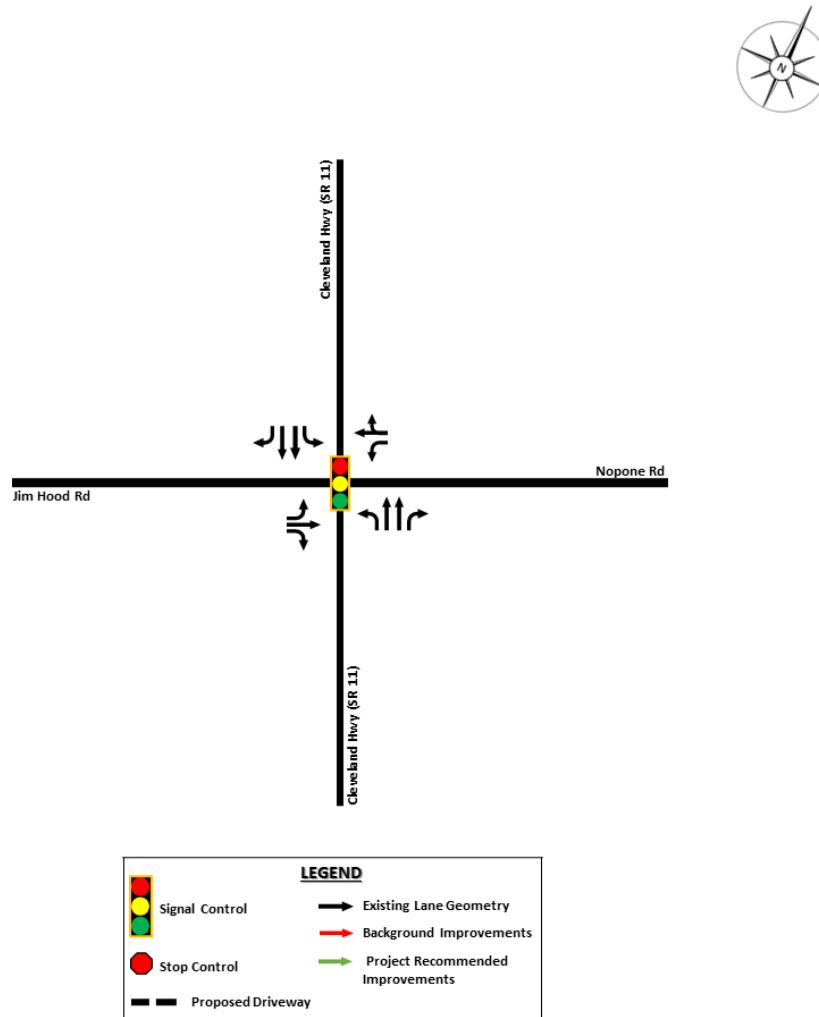


Figure 5: Background (2024) Lane Geometry and Traffic Control

4.2 Background Traffic

Historical traffic counts were obtained from GDOT’s Traffic Analysis and Data Application (TADA) web-based application. Historical annual average daily traffic (AADT) volumes were extracted for the period from 2015 to 2021 from the GDOT’s short-term count stations located on Cleveland Highway (Station ID 139-0147), Jim Hood Road (Station ID 139-8158), and Nopone Road (Station ID 139-8159). Historical population data for Hall County and the city of Gainesville was obtained from U.S. Census Bureau, if available, and published information. Calculations of background traffic growth were based on a combination of historical trends in traffic volumes in the study area and actual county and city census data to determine an appropriate annual growth rate. In accordance with the requirements of GDOT’s Design Traffic Forecasting Manual, a minimum growth rate of 0.5% should always be considered whenever minimal growth is observed. By taking an average growth rate for the historical traffic trends on Cleveland Highway (2.19%), Jim Hood Road (3.74%), Nopone Road (1.43%), Hall County census population growth (1.31%), and City of Gainesville census population growth (2.41%), an estimated average annual growth rate of 2.22% was calculated. A growth rate of 2.30%, therefore, was considered to reflect the projected traffic growth in the study area. Traffic and population data used in the growth rate analysis is included in **Appendix E**. Background (2024) AM and PM peak hour vehicular turning movement volumes are displayed in **Figure 6**.

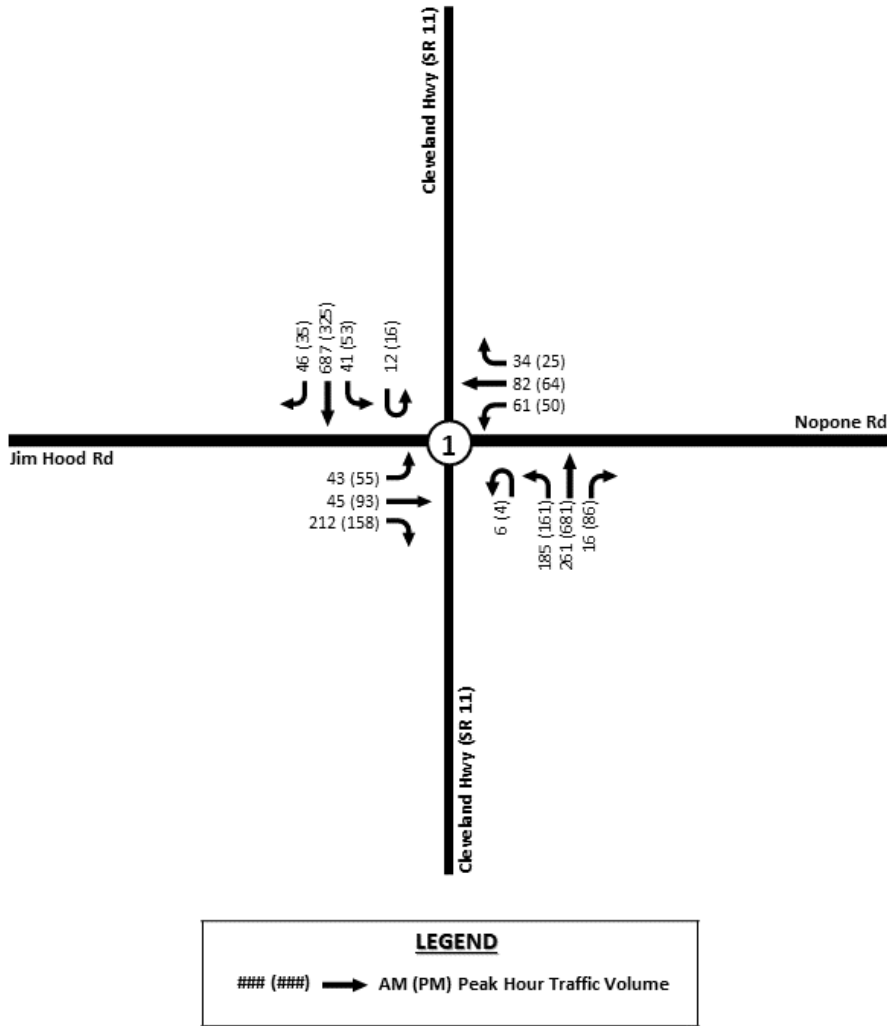


Figure 6: Background (2024) Traffic Volumes

4.3 Background Capacity Analysis

A capacity analysis for the intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road was performed under background (2024) conditions based on the HCM 6’s methodology, whenever applicable, during the AM and PM peak hours using Synchro 11. Background conditions represent the future study intersection geometrical layout, the future traffic control, and projected (2024) vehicular turning movement counts during the AM and PM peak hours. Capacity analysis results, including vehicular control delay and LOS at the movement and intersection levels, are summarized in **Table 3**. Average vehicular delays are shown in seconds per vehicle. LOS is a grading system defined by the HCM where A is the best, and F is the worst. Detailed capacity analysis reports under background (2024) conditions can be found in **Appendix F**.

Table 3: Background Conditions Capacity Analysis

ID	Intersection	Traffic Control	Movement	AM Peak Hour		PM Peak Hour	
				Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
1	Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd	Signal	EBL	24.2	C	21.0	C
			EBT	26.2	C	24.5	C
			EBR	0.0	A	0.0	A
			WBL	23.7	C	21.1	C
			WBTR	27.7	C	24.4	C
			NBL	14.3	B	13.4	B
			NBT	13.1	B	17.1	B
			NBR	0.0	A	0.0	A
			SBL	13.7	B	14.5	B
			SBT	19.8	B	17.6	B
			SBR	0.0	A	0.0	A
Intersection				18.9	B	17.9	B

U-Turning movements are ignored in Synchro

Unsignalized Delay for [NBR, EBR, SBR] is excluded from calculations of the intersection delay

As shown in **Table 3**, the background (2024) conditions capacity analysis revealed the following results:

- During the AM and PM peak hours, all turning movements will continue to operate adequately at LOS C or better.
- The intersection will continue to operate sufficiently at an overall LOS B during both peak hours.

4.4 Background Queue Analysis

A detailed queue analysis for the subject signalized intersection was performed under background (2024) conditions using a combination of two traffic simulation tools: Synchro 11 and SimTraffic 11. 95th percentile queue lengths from Synchro and maximum queue lengths from SimTraffic were considered and reported separately for each turn movement. Detailed SimTraffic reports showing simulation summary in addition to queueing and blocking analysis results are provided in **Appendix G**. The critical queue length

for a turn lane was determined based on the greater of the 95th percentile queue length from Synchro and the maximum queue length from SimTraffic.

Table 4 summarizes maximum queue lengths and recommended storage bay lengths for auxiliary turn lanes at the study intersection. Full width turn lane lengths were rounded up to the nearest 25 feet. A taper length of 100 feet was utilized. A minimum queue length of 100 feet was considered whenever minimal queue lengths were estimated. The total storage bay length for a turn lane is composed of a full-width turn-lane length and a taper length.

Table 4: Background Conditions Queue Analysis

ID	Intersection	Movement	AM Peak Hour		PM Peak Hour		Max Queue Length (ft)	Full Width Length (ft)	Taper Length (ft)	Storage Bay Length* (ft)
			Synchro (ft)	SimTraffic (ft)	Synchro (ft)	SimTraffic (ft)				
1	Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd	EBL	25	59	50	81	81	100	100	200
		EBR	0	85	0	30	85	100	100	200
		WBL	50	79	25	81	81	100	100	200
		NBL	75	210	75	214	214	225	100	325
		NBR	0	0	0	221	221	225	100	325
		SBL	25	241	25	104	241	250	100	350
		SBR	0	236	0	0	236	250	100	350

*Storage bay length includes taper length

5 Build Conditions

5.1 Trip Generation

A trip generation analysis was performed for the proposed development using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. Pass-by rates were based on the latest ITE Trip Generation Manual. The resulting trip generation analysis is summarized in **Table 5**. ITE information sheets are provided in **Appendix H**.

Table 5: Trip Generation Analysis

Land Use Information	Reduction %	Project Trips			Equation Used ¹	In / Out Distribution
		Total	Inbound	Outbound		
850 - Supermarket					11,000	SF
Daily		1,457	729	728	$T = 83.39(X) + 539.33$	50% / 50%
AM Peak Hour		31	18	13	$T = 2.86(X)$	59% / 41%
PM Peak Hour		129	65	64	$\ln(T) = 0.81\ln(X) + 2.92$	50% / 50%
Reductions for Pass-By Trips						
Daily	24%	350	175	175		
AM Peak Hour	0%	0	0	0		
PM Peak Hour	24%	31	16	15		
945 - Convenience Store/Gas Station (GFA 2-4k)					10	VFP
Daily		2,433	1,217	1,216	$T = 158.28(X) + 850.23$	50% / 50%
AM Peak Hour		161	81	80	$T = 16.06(X)$	50% / 50%
PM Peak Hour		184	92	92	$T = 18.42(X)$	50% / 50%
Reductions for Pass-By Trips						
Daily	75%	1,825	913	912		
AM Peak Hour	76%	122	62	60		
PM Peak Hour	75%	138	69	69		
932 - High-Turnover (Sit-Down) Restaurant					4,000	SF
Daily		429	215	214	$T = 107.2(X)$	50% / 50%
AM Peak Hour		38	21	17	$T = 9.57(X)$	55% / 45%
PM Peak Hour		36	22	14	$T = 9.05(X)$	61% / 39%
Reductions for Pass-By Trips						
Daily	43%	184	92	92		
AM Peak Hour	0%	0	0	0		
PM Peak Hour	43%	15	9	6		
New External Vehicle Trips						
Daily		4,319	2,161	2,158		
AM Peak Hour		230	120	110		
PM Peak Hour		349	179	170		
Total Pass-By Trips						
Daily		2,359	1,180	1,179		
AM Peak Hour		122	62	60		
PM Peak Hour		184	94	90		
Net New External Vehicle Trips						
Daily		1,960	981	979		
AM Peak Hour		108	58	50		
PM Peak Hour		165	85	80		

¹ Where: T = Trips; X = Density by Variable

Source: ITE Trip Generation Manual, 11th Edition

The proposed development is anticipated to generate 4,319 new daily vehicle trips, of which 2,161 trips are entering and 2,158 trips are exiting. The AM peak hour is anticipated to generate 230 new vehicle trips, of which 120 trips are entering and 110 trips are exiting. of the 120 entering trips, 62 are pass-by trips and 58 are primary trips. Of the 110 exiting trips, 60 are pass-by trips and 50 are primary trips. The PM peak hour is anticipated to generate 349 new vehicle trips, of which 179 trips are entering and 170 trips are exiting. Of the 179 entering trips, 94 are pass-by trips and 85 are primary trips. Of the 170 exiting trips, 90 are pass-by trips and 80 are primary trips.

5.2 Trip Distribution

A trip distribution pattern was estimated based on local knowledge of land-use densities in the study area, professional engineering judgement, existing traffic patterns, and the location of the proposed development with respect to the study network to accurately reflect prevailing travel patterns in the vicinity of the site and the surrounding transportation network. The estimated project trip distribution on the study intersections is presented in **Figure 7**. Project vehicular trips coming from the south would make a left-turn or U-turn (50% each route) at the signalized intersection of Cleveland Highway and Nopone Road. This assumption was made due to the fact that some drivers are likely to make a U-turn followed by another right turn into the site. Such vehicles when exiting do not have to drive through the signal; instead, they would just make a right out of the site onto Cleveland Highway and continue driving south. The other possible scenario is that drivers could make a left-turn at the signal and then make another left-turn after finding a gap within eastbound through traffic. Directional project trips were then assigned to the study intersections. AM and PM peak hour project trips are displayed in **Figure 8**. Pass-by trips are added to the site access driveways and subtracted from the adjacent through movement. The estimated pass-by trip distribution and pass-by directional trips on the study intersections are presented in **Figure 9** and **Figure 10**.

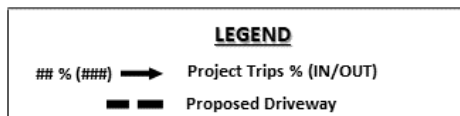
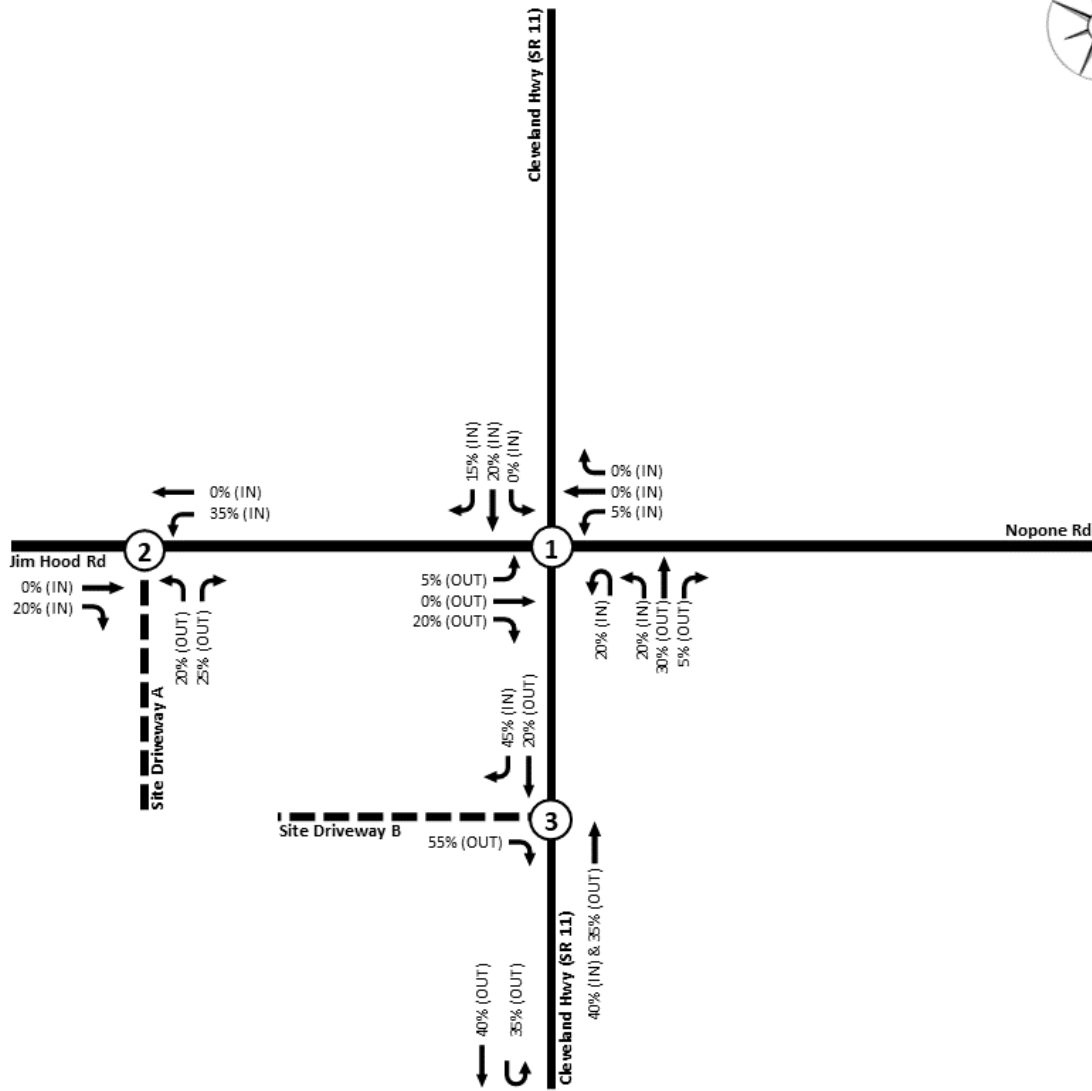


Figure 7: Project Trip Distribution

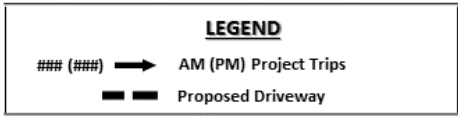
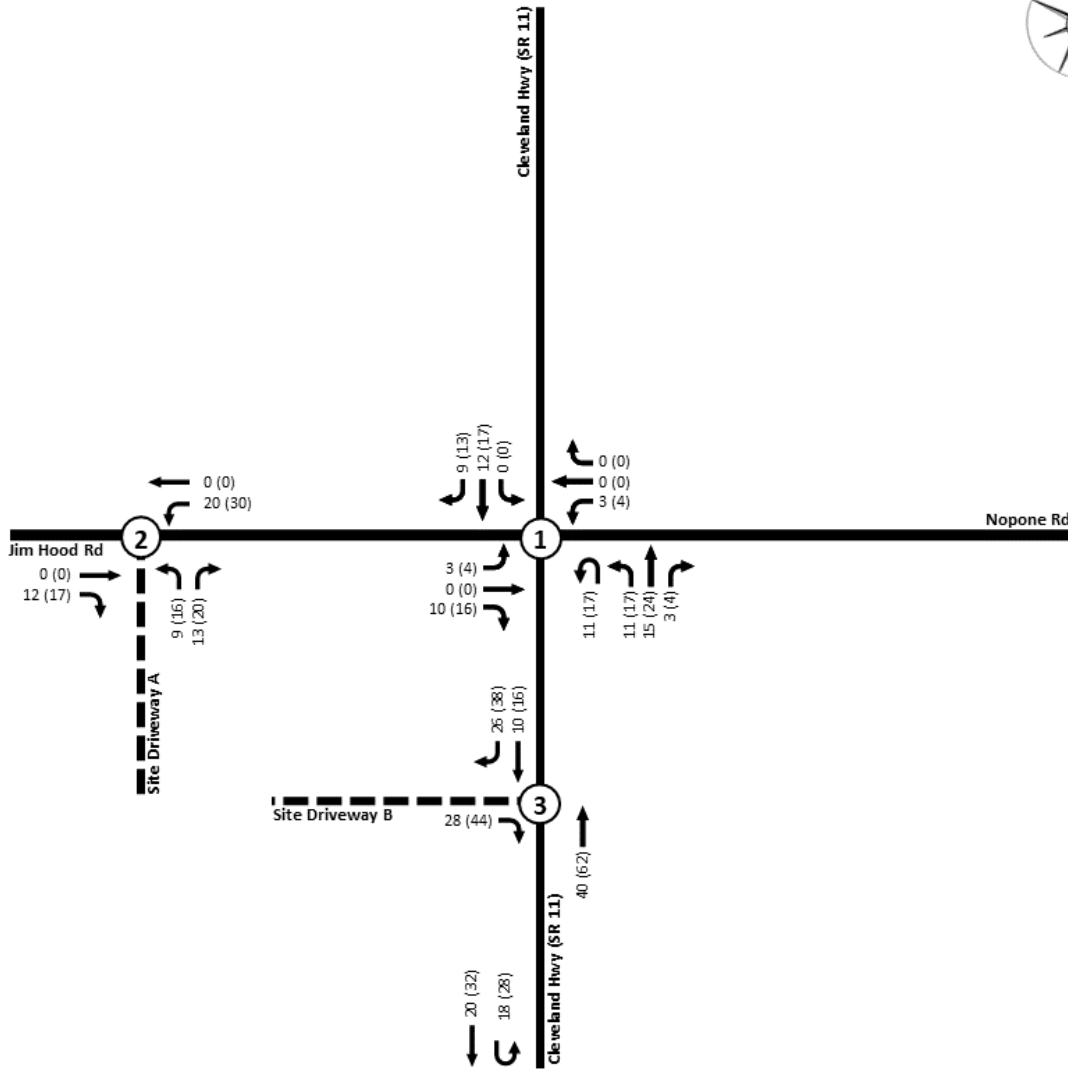


Figure 8: Assignment of Project Trips

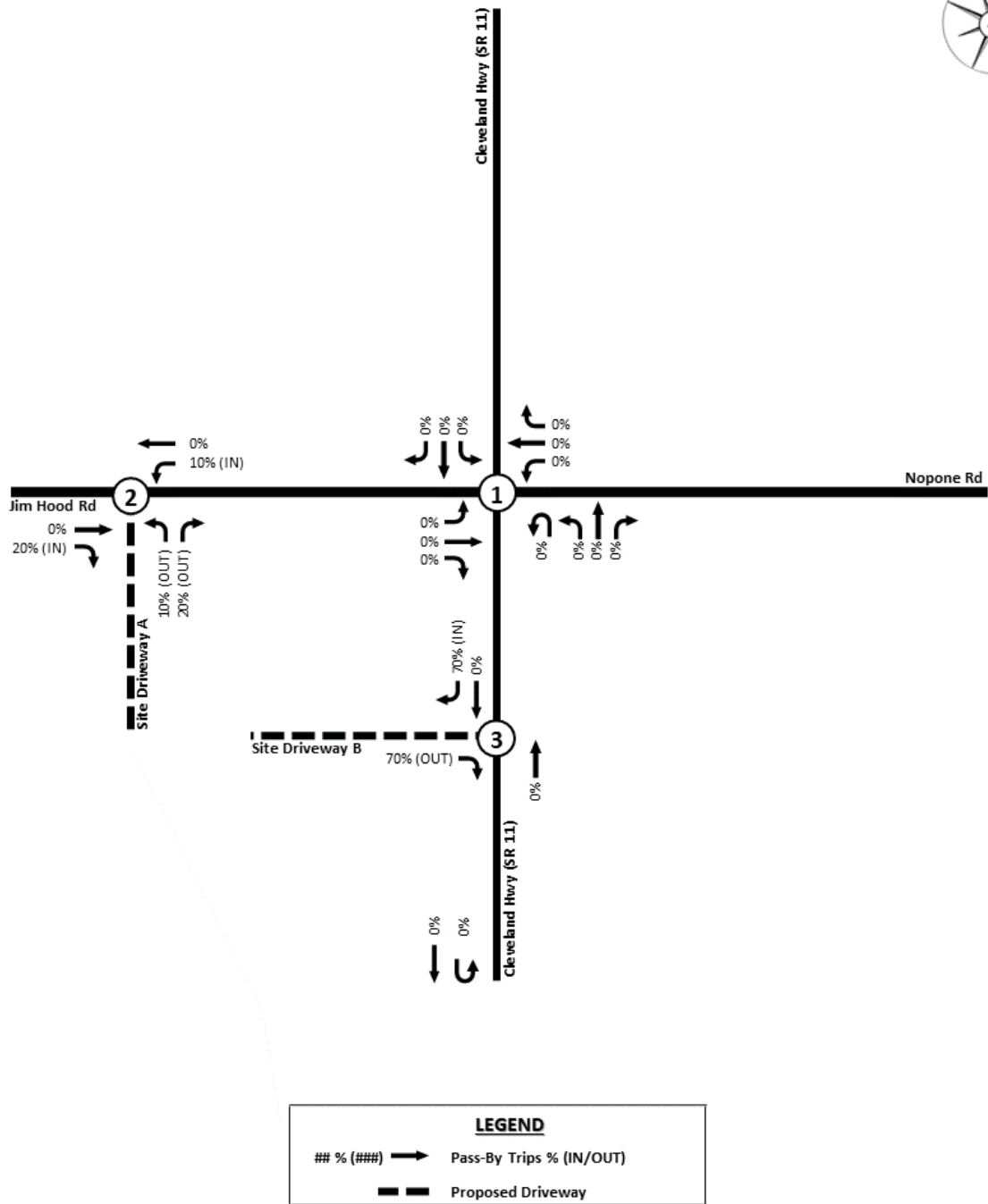


Figure 9: Pass-By Trip Distribution

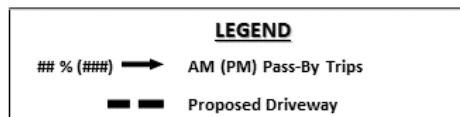
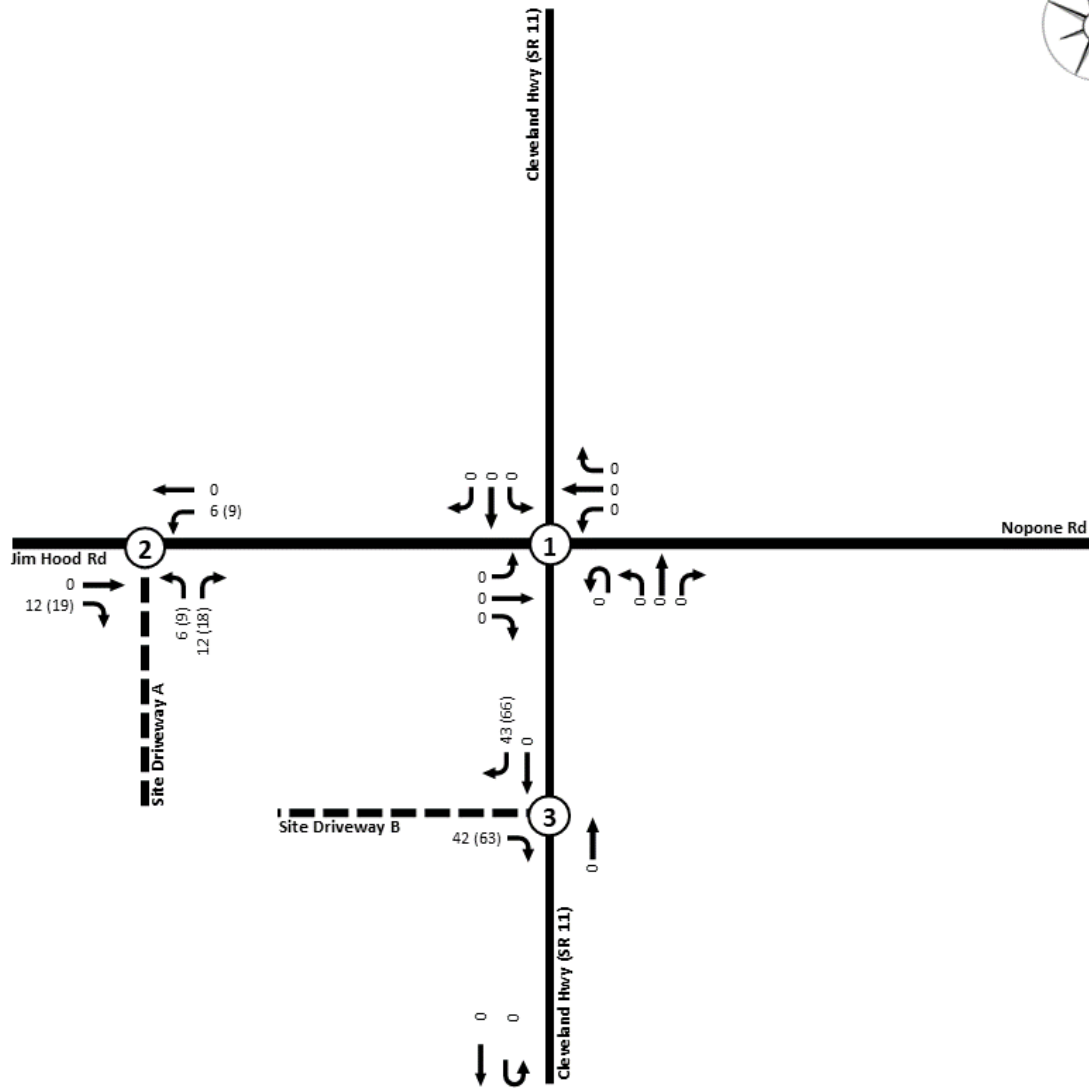


Figure 10: Assignment of Pass-By Trips

5.3 Build Lane Geometry and Traffic Control

Lane geometry and traffic control under build (2024) conditions for the study intersections are illustrated in **Figure 11**.

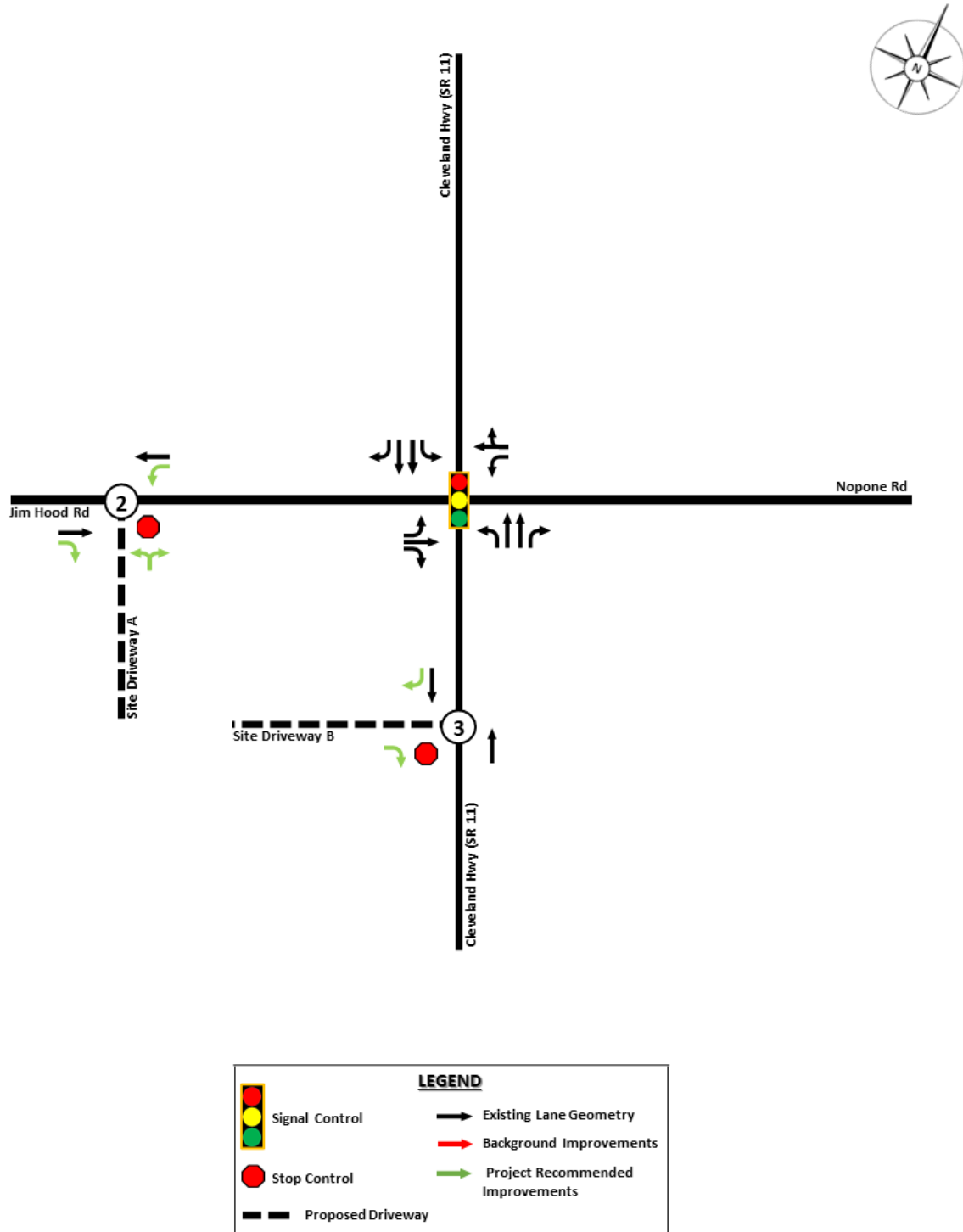


Figure 11: Build (2024) Lane Geometry and Traffic Control

5.4 Build Capacity Analysis

A capacity analysis for the study intersections was performed under build (2024) conditions based on the HCM 6's methodology, whenever applicable, during the AM and PM peak hours using Synchro 11. Build conditions represent future study intersection geometrical layouts, future traffic control, and projected (2024) intersection vehicular turning movement volumes during the AM and PM peak hours. Projected (2024) intersection volumes were computed by applying the calculated annual growth rate to the existing (2023) turning movement volumes and then adding the project-generated directional trips. Projected build (2024) AM and PM peak hour vehicular turning movement volumes for the study intersections are presented in **Figure 12**.

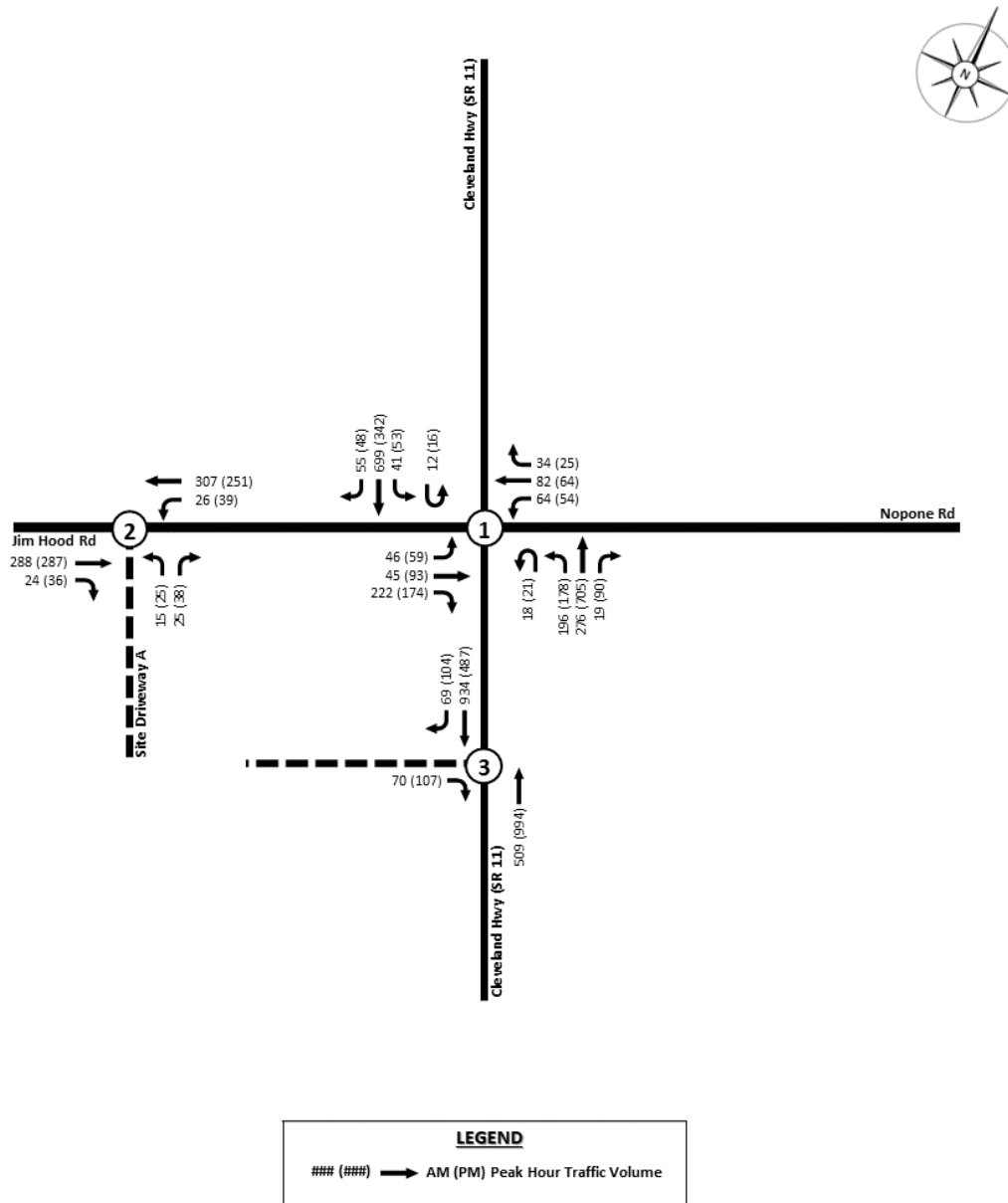


Figure 12: Build (2024) Traffic Volumes

Capacity analysis results, including vehicular control delay and LOS at the movement and intersection levels, are summarized in **Table 6**. Average vehicular delays are shown in seconds per vehicle. LOS is a grading system defined by the HCM where A is the best, and F is the worst. Detailed capacity analysis reports under build (2024) conditions can be found in **Appendix F**.

Table 6: Build Conditions Capacity Analysis

ID	Intersection	Traffic Control	Movement	AM Peak Hour		PM Peak Hour	
				Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
1	Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd	Signal	EBL	24.7	C	21.4	C
			EBT	26.8	C	25.1	C
			EBR	0.0	A	0.0	A
			WBL	24.1	C	21.5	C
			WBTR	28.4	C	25.1	C
			NBL	14.4	B	13.5	B
			NBT	13.1	B	17.1	B
			NBR	0.0	A	0.0	A
			SBL	13.9	B	14.8	B
			SBT	20.1	C	18.1	B
			SBR	0.0	A	0.0	A
	Intersection		19.0	B	18.1	B	
2	Jim Hood Rd & Site Driveway A	TWSC	EBT	0.0	A	0.0	A
			EBR	0.0	A	0.0	A
			WBL	8.0	A	8.1	A
			WBT	0.0	A	0.0	A
			NBLR	12.1	B	12.4	B
			Intersection	1.0	--	1.6	--
3	Cleveland Hwy (SR 11) & Site Driveway B	TWSC	EBR	13.3	B	10.8	B
			NBT	0.0	A	0.0	A
			SBT	0.0	A	0.0	A
			SBR	0.0	A	0.0	A
			Intersection	0.6	--	0.7	--

U-Turning movements are ignored in Synchro

Unsignalized Delay for [NBR, EBR, SBR] is excluded from calculations of the intersection delay at signalized intersections

As indicated in **Table 6**, the build (2024) conditions capacity analysis for revealed the following results:

Cleveland Highway (SR 11) at Jim Hood Road/Nopone Road

- During the AM and PM peak hours, all turning movements will continue to operate adequately at LOS C or better.
- The intersection will continue to operate sufficiently at an overall LOS B during both peak hours.

Jim Hood Road at Site Driveway A

- During the AM and PM peak hours, all turning movements will operate at LOS B or better.
- The intersection will continue to operate adequately with negligible delay during both peak hours.

Cleveland Highway (SR 11) at Site Driveway B

- During the AM and PM peak hours, all turning movements will continue to operate at LOS B or better.
- The intersection will continue to operate sufficiently with negligible delay during both peak hours.

5.5 Build Queue Analysis

A detailed queue analysis for the subject signalized intersection was performed under build (2024) conditions using a combination of two traffic simulation tools: Synchro 11 and SimTraffic 11. 95th percentile queue lengths from Synchro and maximum queue lengths from SimTraffic were considered and reported separately for each turn movement. Detailed SimTraffic reports showing simulation summary in addition to queueing and blocking analysis results are provided in **Appendix G**. The critical queue length for a turn lane was determined based on the greater of the 95th percentile queue length from Synchro and the maximum queue length from SimTraffic.

Table 7 summarizes maximum queue lengths and recommended storage bay lengths for auxiliary turn lanes at the study intersection. Full width turn lane lengths were rounded up to the nearest 25 feet. A taper length of 100 feet was utilized. A minimum queue length of 100 feet was considered whenever minimal queue lengths were estimated. The total storage bay length for a turn lane is composed of a full-width turn-lane length and a taper length.

Table 7: Build Conditions Queue Analysis

ID	Intersection	Movement	AM Peak Hour		PM Peak Hour		Max Queue Length (ft)	Full Width Length (ft)	Taper Length (ft)	Storage Bay Length* (ft)
			Synchro (ft)	SimTraffic (ft)	Synchro (ft)	SimTraffic (ft)				
1	Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd	EBL	50	74	50	91	91	100	100	200
		EBR	0	39	0	21	39	50	100	150
		WBL	50	87	50	81	87	100	100	200
		NBL	75	191	75	155	191	200	100	300
		NBR	0	0	0	0	0	0	100	100
		SBL	25	47	25	80	80	100	100	200
		SBR	0	0	0	0	0	0	100	100

*Storage bay length includes taper length

5.6 Turn Lane Warrant Analysis

The development is proposed to be accessed via two (2) access driveways on Jim Hood Road and Cleveland Highway (SR 11). Jim Hood Road is a two-lane undivided roadway with an estimated AADT volume of 4,900 vehicles and has a posted speed limit of 45 mph. Cleveland Highway (SR 11) is a four-lane divided roadway with an estimated AADT volume of 12,000 vehicles and has a posted speed limit of 55 mph. A review of warrants for turn lanes was conducted on the proposed site access driveways in accordance with 2023 GDOT Regulations for Driveway and Encroachment Control to ensure smooth traffic flow, maintain capacity, and eliminate unnecessary delay to through traffic on Jim Hood Road and Cleveland Highway (SR 11) during peak hours. If warranted, the required total turn lane lengths will be calculated per Table

4-8 and Table 4-9 of 2023 GDOT Regulations for Driveway and Encroachment Control. A summary of turn lane warrant analysis for the proposed site access driveways is presented in **Table 8**. An excerpt from 2023 GDOT Regulations for Driveway and Encroachment Control is provided in **Appendix I**.

Table 8: Turn Lane Warrant Analysis

Location	Warrant For	# of Lanes	Speed Limit (mph)	AADT Category	Total RT/LT Volume (vpd)	Volume Threshold (vpd)	Warrant Met ?
Jim Hood Rd @ Site Driveway A	Right Turn Lane	2	40 to 50 MPH	<6,000	433	150	Yes
Cleveland Hwy @ Site Driveway B	Right Turn Lane	> 2	55 to 60 MPH	≥10,000	1268	50	Yes
Jim Hood Rd @ Site Driveway A	Left Turn Lane	2	40 to 50 MPH	<6,000	462	250	Yes

5.6.1 Auxiliary Right Turn Lanes

The warrant analysis result shows that an eastbound right turn lane is warranted on Jim Hood Road at Site Driveway A. Based on a posted speed limit of 45 mph, therefore, an eastbound right turn deceleration lane of 175 feet with a 100-foot taper should be constructed on Jim Hood Road at Site Driveway A.

The warrant analysis result also shows that a southbound right turn lane is warranted on Cleveland Highway (SR 11) at Site Driveway B. Based on a posted speed limit of 55 mph, therefore, a southbound right turn deceleration lane of 250 feet with a 100-foot taper should be constructed on Cleveland Highway (SR 11) at Site Driveway B.

5.6.2 Auxiliary Left Turn Lanes

The warrant analysis result shows that a westbound left turn lane is warranted on Jim Hood Road at Site Driveway A. Based on a posted speed limit of 45 mph, therefore, a westbound left turn deceleration lane of 235 feet with a 100-foot taper should be constructed on Jim Hood Road at Site Driveway A. By considering projected queue lengths on the westbound left-turn lane on Jim Hood Rd, however, it is found that the 95th percentile queue lengths at the project buildout during the AM and PM peak hours are expected to be 2.5 feet only.

5.6.3 Auxiliary Turn Lanes Summary

Jim Hood Road should be improved by installing a single eastbound right turn deceleration lane of 175 feet with a 100-foot taper and a single westbound left turn lane of 235 feet with a 100-foot taper at Site Driveway A. Cleveland Highway (SR 11) should be improved by installing a single southbound right turn deceleration lane of 250 feet with a 100-foot taper at Site Driveway B.

6 Conclusions and Recommendations

This queue analysis study was conducted to mainly evaluate queuing conditions and blocking potential on the west approach of the signalized intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road due to an adjacent future development on the southwest quadrant of the subject intersection. As part of this analysis, a traffic impact analysis was also conducted to consider the impact of the proposed development on the adjacent signalized intersection.

The project site is located on the southwest quadrant of the intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road in the City of Gainesville in Hall County, GA. The project is composed of an 11,000 square-foot grocery store, a 4,000-foot restaurant, a 3,250-foot convenience store, and a 10-pump gas station with an anticipated buildout year of 2024. The analysis evaluated the development's impact on the adjacent study intersections within the project's influence area. The results of the analysis as documented herein are summarized below:

- The proposed development is projected to generate 4,319 new daily vehicle trips, of which 2,161 trips are entering and 2,158 trips are exiting. The AM peak hour is anticipated to generate 230 new vehicle trips, of which 120 trips are entering and 110 trips are exiting. Of the 120 entering trips, 62 are pass-by trips and 58 are primary trips. Of the 110 exiting trips, 60 are pass-by trips and 50 are primary trips. The PM peak hour is anticipated to generate 349 new vehicle trips, of which 179 trips are entering and 170 trips are exiting. Of the 179 entering trips, 94 are pass-by trips and 85 are primary trips. Of the 170 exiting trips, 90 are pass-by trips and 80 are primary trips.
- The intersection capacity analysis shows that the intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road currently operates sufficiently and will continue to do so at the project buildout.
- The queueing analysis indicates that the total storage bay length required to accommodate eastbound left-turning vehicles on Jim Hood Road at the project buildout is found to be 200 feet (including a 100-foot taper). The turn lane warrant analysis, however, shows that a single westbound left turn lane of 235 feet with a 100-foot taper is warranted and required on Jim Hood Road at Site Driveway A. By considering projected queue lengths on the westbound left-turn lane on Jim Hood Rd, however, it is found that the 95th percentile queue lengths at the project buildout during the AM and PM peak hours are expected to be 2.5 feet only. Therefore, a total distance of approximately 435 feet is required on Jim Hood Road between the stop bar of the eastbound left-turn lane and the proposed Site Driveway A to safely and efficiently accommodate future turn movements into the proposed development without adversely impacting the intersection of Cleveland Highway (SR 11) and Jim Hood Road/Nopone Road.
- The proposed two site access driveways are both projected to operate at an adequate LOS at the project buildout.
- Jim Hood Road should be improved by installing a single eastbound right turn deceleration lane of 175 feet with a 100-foot taper and a single westbound left turn lane of 235 feet with a 100-foot taper at Site Driveway A. Cleveland Highway (SR 11) should be improved by installing a single southbound right turn deceleration lane of 250 feet with a 100-foot taper at Site Driveway B.

Appendix A: Preliminary Site Plan

Appendix B: Raw Traffic Data

 [Click here for Map](#)

Peak Hour Turning Movement Count

Gainesville, GA



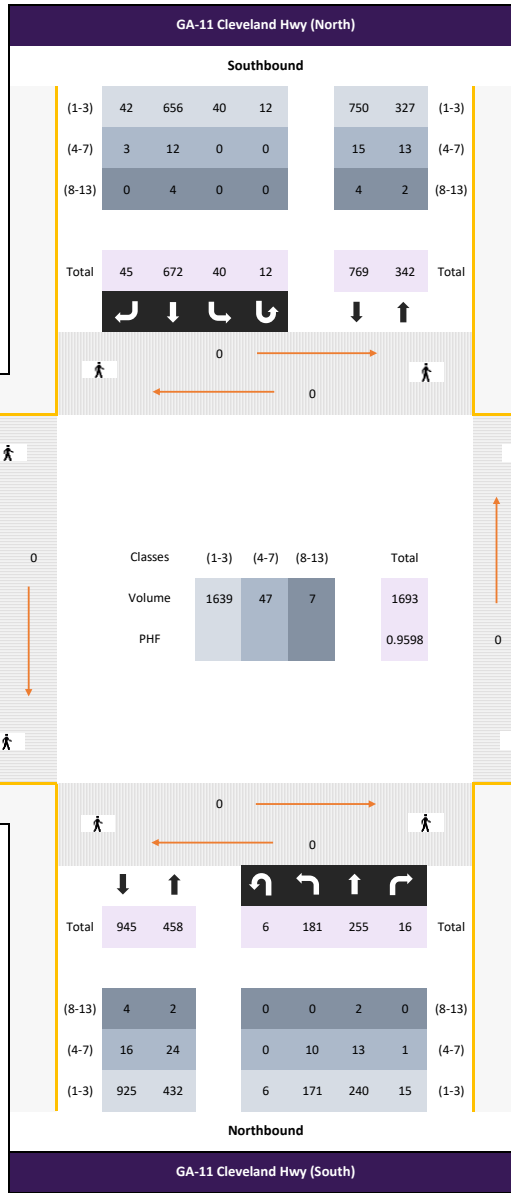
www.marrtraffic.com

Thursday, April 20, 2023	
Period	0700 - 0900
Peak Hour	0715 - 0815

* the Peak Hour Diagram does not include Bikes

Session Parameters

(Drop Down Menu)



Peak Hour Turning Movement Count

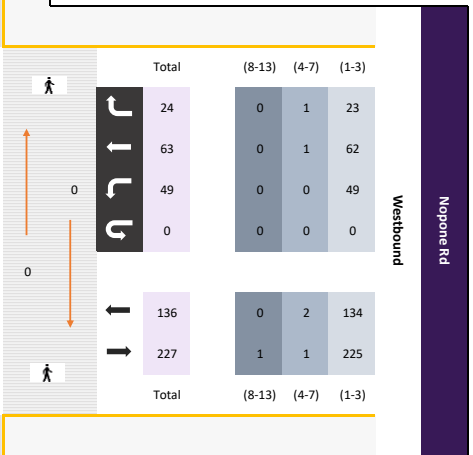
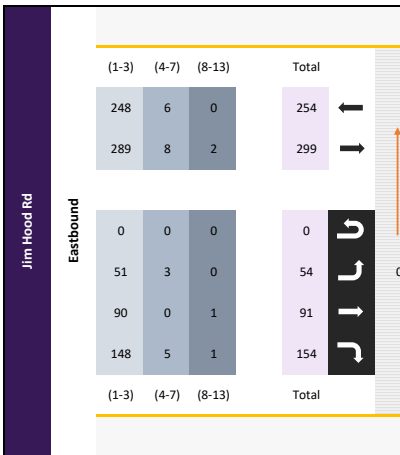
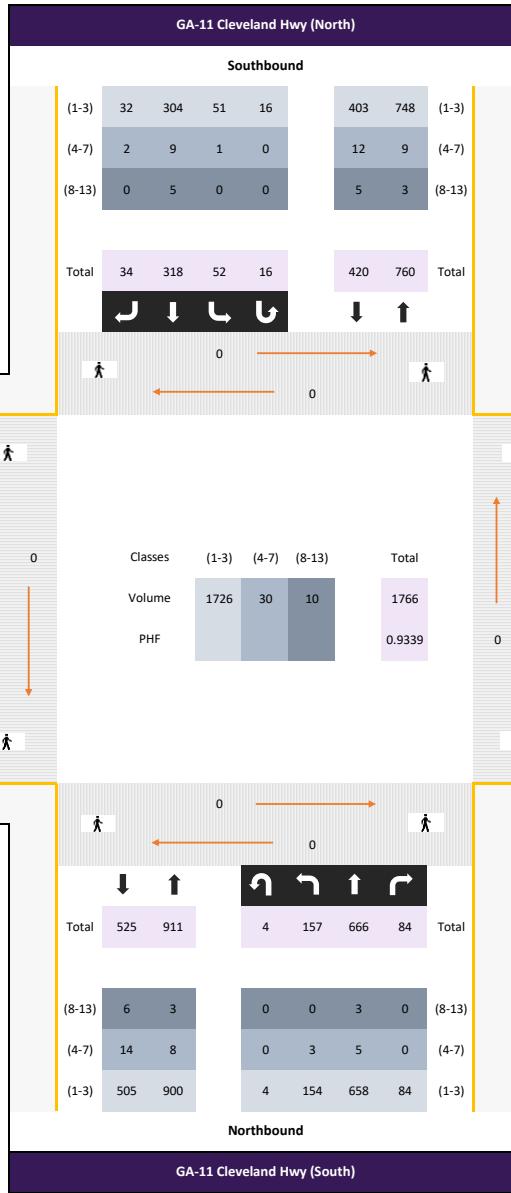
Gainesville, GA

Thursday, April 20, 2023	
Period	1600 - 1800
Peak Hour	1645 - 1745

* the Peak Hour Diagram does not include Bikes

Session Parameters

(Drop Down Menu)



Bi-Directional Class Count || NB EB 15min

Gainesville, GA



Site 2
Jim Hood Rd,
west of GA-11 Cleveland Hwy (North)

Date
Thursday, April 20, 2023

Weather
Fair
72°F

Lat/Long
34.405325°, -83.805734°

[Click here for Map](#)

0000 - 2400 (24h Session) (04-20-2023)
NB EB 15min

Time	Eastbound (Movement 2.1)													15min Total	60min Total
	1	2	3	4	5	6	7	8	9	10	11	12	13		
0000-0015	0	4	0	0	0	0	0	0	0	0	0	0	0	4	
0015-0030	0	4	0	0	0	0	0	0	0	0	0	0	0	4	
0030-0045	0	2	0	0	0	0	0	0	0	0	0	0	0	2	
0045-0100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
0100-0115	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0115-0130	1	1	0	0	0	0	0	0	0	0	0	0	0	2	
0130-0145	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
0145-0200	0	1	0	0	0	0	0	0	0	0	0	0	0	1	4
0200-0215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0215-0230	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
0230-0245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0245-0300	0	1	1	0	0	0	0	0	0	0	0	0	0	2	
0300-0315	0	0	1	0	0	0	0	0	0	0	0	0	0	1	
0315-0330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0330-0345	0	1	1	0	0	0	0	0	0	0	0	0	0	2	
0345-0400	0	1	1	0	0	0	0	0	0	0	0	0	0	2	5
0400-0415	0	2	0	0	0	0	0	0	0	0	0	0	0	2	
0415-0430	0	3	0	0	0	0	0	0	0	0	0	0	0	3	
0430-0445	0	3	0	0	0	0	0	0	0	0	0	0	0	6	
0445-0500	0	2	2	0	0	0	0	0	0	0	0	0	0	4	15
0500-0515	0	4	2	0	0	0	0	0	1	0	0	0	0	7	
0515-0530	0	4	4	0	0	0	0	0	0	0	0	0	0	8	
0530-0545	0	2	5	0	0	0	0	0	0	0	0	0	0	7	
0545-0600	0	6	5	0	0	0	0	0	0	0	0	0	0	11	33
0600-0615	0	7	8	2	0	0	0	0	0	0	0	0	0	17	
0615-0630	0	18	2	1	0	0	0	0	0	0	0	0	0	21	
0630-0645	0	13	6	1	0	0	0	0	0	0	0	0	0	20	
0645-0700	0	33	10	2	0	0	0	0	0	0	0	0	0	45	103
0700-0715	1	29	13	0	0	1	0	0	0	0	0	0	0	44	
0715-0730	0	41	18	2	0	0	0	0	0	0	0	0	0	61	
0730-0745	0	51	23	0	0	0	0	0	0	0	0	0	0	74	
0745-0800	0	56	24	0	0	0	0	0	0	0	0	0	0	80	259
0800-0815	0	54	22	2	0	0	0	0	0	0	0	0	0	78	
0815-0830	0	58	19	4	1	0	0	0	1	0	0	0	0	83	
0830-0845	0	29	18	0	1	0	0	0	2	0	0	0	0	50	
0845-0900	0	36	11	2	0	0	0	0	0	0	0	0	0	49	260
0900-0915	0	21	6	2	0	0	0	0	0	0	0	0	0	29	
0915-0930	0	24	10	0	0	1	0	0	0	1	0	0	0	36	
0930-0945	0	26	18	0	0	0	0	1	0	0	0	0	0	45	
0945-1000	0	19	12	0	0	0	0	0	0	0	0	0	0	31	141
1000-1015	0	18	12	0	1	1	0	0	0	0	0	0	0	32	
1015-1030	0	28	15	2	0	0	0	0	0	0	0	0	0	45	
1030-1045	0	23	8	0	1	0	0	0	0	0	0	0	0	32	
1045-1100	0	23	13	1	1	0	0	0	0	0	0	0	0	38	147
1100-1115	0	19	12	0	3	0	0	0	0	0	0	0	0	34	
1115-1130	1	19	14	0	1	0	0	0	0	0	0	0	0	35	
1130-1145	0	21	6	1	2	0	0	0	0	0	0	0	0	30	
1145-1200	0	23	12	0	2	0	0	0	0	0	0	0	0	37	136
1200-1215	0	21	13	0	1	1	0	0	0	0	0	0	0	36	
1215-1230	0	16	11	1	0	0	0	1	1	0	0	0	0	30	
1230-1245	0	18	8	0	1	0	0	0	1	0	0	0	0	28	
1245-1300	0	20	8	1	1	0	0	0	0	0	0	0	0	30	124
1300-1315	0	30	13	0	1	0	0	0	0	0	0	0	0	44	
1315-1330	0	22	9	0	2	0	0	0	0	0	0	0	0	33	
1330-1345	0	20	6	2	3	0	0	0	0	0	0	0	0	31	
1345-1400	0	38	12	0	2	0	0	0	0	0	0	0	0	52	160
1400-1415	0	37	12	1	0	0	0	0	0	0	0	0	0	50	
1415-1430	0	22	11	0	3	2	0	0	0	0	0	0	0	38	
1430-1445	0	34	14	2	2	0	0	0	0	0	0	0	0	52	
1445-1500	0	42	7	1	1	0	0	0	1	1	0	0	0	53	193
1500-1515	0	26	16	0	0	0	0	0	1	0	0	0	0	43	
1515-1530	0	32	8	1	1	0	0	0	1	0	0	0	0	43	
1530-1545	0	42	14	1	0	0	0	0	0	0	0	0	0	57	
1545-1600	0	49	13	5	2	0	0	0	0	0	0	0	0	69	212
1600-1615	0	49	9	1	2	0	0	0	1	0	0	0	0	62	
1615-1630	0	36	11	0	1	0	0	0	0	0	0	0	0	48	
1630-1645	0	37	16	1	2	0	0	0	0	0	0	0	0	56	
1645-1700	0	46	14	0	1	0	0	0	0	0	0	0	0	63	229
1700-1715	1	53	23	0	1	0	0	0	0	0	0	0	0	78	
1715-1730	0	51	19	0	2	0	0	0	1	0	0	0	0	73	
1730-1745	0	57	25	0	2	0	0	0	0	1	0	0	0	85	
1745-1800	2	40	16	0	2	1	0	0	0	0	0	0	0	61	297
1800-1815	2	42	11	0	0	0	0	0	0	0	0	0	0	55	
1815-1830	2	49	20	0	1	0	0	1	0	0	0	0	0	73	
1830-1845	0	34	12	0	2	1	0	0	0	0	0	0	0	49	
1845-1900	0	23	20	0	0	0	0	0	0	0	0	0	0	43	220
1900-1915	0	24	14	0	0	0	0	0	0	0	0	0	0	38	
1915-1930	1	32	15	0	0	0	0	0	0	0	0	0	0	48	
1930-1945	0	22	4	0	0	0	0	0	0	0	0	0	0	26	
1945-2000	0	27	13	0	1	0	0	0	0	0	0	0	0	41	153
2000-2015	0	14	5	0	1	0	0	0	0	0	0	0	0	20	
2015-2030	0	11	6	0	0	0	0	0	0	0	0	0	0	17	
2030-2045	1	42	9	0	0	0	0	0	0	0	0	0	0	52	
2045-2100	0	71	19	0	0	0	0	0	0	0	0	0	0	90	179
2100-2115	0	35	10	0	0	0	0	0	0	0	0	0	0	45	
2115-2130	0	10	8	0	0	0	0	0	0	0	0	0	0	18	
2130-2145	0	8	3	0	0	0	0	0	0	0	0	0	0	11	
2145-2200	0	9	5	0	0	0	0	0	0	0	0	0	0	14	88
2200-2215	0	2	2	0	0	0	0	0	0	0	0	0	0	4	
2215-2230	0	7	1	0	0	0	0	0	0	0	0	0	0	8	
2230-2245	0	3	2	0	0	0	0	0	0	0	0	0	0	5	
2245-2300	0	2	1	0	0	0	0	0	0	0	0	0	0	3	20
2300-2315	0	3	5	0	0	0	0	0	0	0	0	0	0	8	
2315-2330	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
2330-2345	0	3	1	0	0	0	0	0	0	0	0	0	0	4	
2345-0000	0	1	1	0	0	0	0	0	0	0	0	0	0	2	15

Session Total	12	2045	832	40	52	8	0	8	7	2	0	0	0	0	3006
Session Average	0.13	21.30	8.67	0.42	0.54	0.08	0.00	0.08	0.07	0.02	0.00	0.00	0.00	0.00	31.31
Session Percentage	0.40	68.03	27.68	1.33	1.73	0.27	0.00	0.27	0.23	0.07	0.00	0.00	0.00	0.00	
AM Peak Hour	0615-0715	0730-0830	0730-0830	0800-0900	0745-0845	0915-1015	-	0745-0845	0500-0600	0830-0930	-	-	-	-	0730-0830
AM Peak Volume	1	219	88	8	2	2	0	2	1	1	0	0	0	0	315
Noon Peak Hour	1030-1130	1445-1545	1345-1445	1400-1500	1100-1200	1330-1430	-	1145-1245	1430-1530	-	-	-	-	-	1445-1545
Noon Peak Volume	1	142	49	4	8	2	0	2	3	0	0	0	0	0	196
PM Peak Hour	1730-1830														

Bi-Directional Class Count || SB WB 15min

Gainesville, GA



Site 2
Jim Hood Rd,
west of GA-11 Cleveland Hwy (North)

Date
Thursday, April 20, 2023

Weather
Fair
72°F

Lat/Long
34.405325°, -83.805734°

[Click here for Map](#)

0000 - 2400 (24h Session) (04-20-2023)
SB WB 15min

Time	Westbound (Movement 2.2)													15min Total	60min Total	
	1	2	3	4	5	6	7	8	9	10	11	12	13			
0000-0015	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	4
0015-0030	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	1
0030-0045	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	7
0045-0100	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1
0100-0115	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0115-0130	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1
0130-0145	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3	3
0145-0200	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	5
0200-0215	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1
0215-0230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0230-0245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0245-0300	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3	4
0300-0315	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1
0315-0330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0330-0345	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1
0345-0400	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
0400-0415	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0415-0430	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1
0430-0445	1	3	1	0	0	0	0	0	0	0	0	0	0	0	5	5
0445-0500	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2	8
0500-0515	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	1
0515-0530	0	4	1	0	0	0	0	0	0	0	0	0	0	0	5	5
0530-0545	0	4	2	0	0	0	0	0	0	0	0	0	0	0	6	6
0545-0600	0	9	4	0	0	0	0	0	0	0	0	0	0	0	13	25
0600-0615	0	4	2	0	0	0	0	0	0	0	0	0	0	0	6	6
0615-0630	0	6	5	2	0	0	0	0	0	0	0	0	0	0	13	13
0630-0645	0	19	9	0	0	0	0	0	0	0	0	0	0	0	28	28
0645-0700	0	24	12	0	0	0	0	0	0	0	0	0	0	0	36	83
0700-0715	0	31	10	1	0	0	0	1	0	0	0	0	0	0	43	43
0715-0730	0	48	13	0	0	0	0	0	0	0	0	0	0	0	61	61
0730-0745	0	53	23	2	0	0	0	1	0	0	0	0	0	0	79	79
0745-0800	0	53	14	5	2	0	0	0	0	0	0	0	0	0	74	257
0800-0815	0	68	17	3	3	1	0	0	0	0	0	0	0	0	92	92
0815-0830	0	25	13	1	1	0	0	0	0	0	0	0	0	0	40	40
0830-0845	0	17	7	0	2	0	0	0	0	0	0	0	0	0	26	26
0845-0900	0	19	12	2	1	0	0	0	1	1	0	0	0	0	36	194
0900-0915	0	12	15	0	1	0	0	0	0	0	0	0	0	0	28	28
0915-0930	0	22	8	0	0	0	0	1	0	0	0	0	0	0	31	31
0930-0945	0	21	10	0	3	0	0	0	0	0	0	0	0	0	34	34
0945-1000	0	17	9	1	1	0	0	1	0	0	0	0	0	0	29	122
1000-1015	0	23	12	2	0	0	0	0	0	0	0	0	0	0	37	37
1015-1030	0	15	8	1	1	0	0	0	0	0	0	0	0	0	25	25
1030-1045	0	15	7	0	2	0	0	2	1	0	0	0	0	0	27	27
1045-1100	0	22	6	0	2	0	0	0	0	0	0	0	0	0	30	119
1100-1115	0	14	14	0	0	1	0	0	0	0	0	0	0	0	29	29
1115-1130	0	19	8	0	1	0	0	0	0	0	0	0	0	0	28	28
1130-1145	1	18	5	1	3	0	0	0	0	0	0	0	0	0	28	28
1145-1200	0	23	14	0	0	0	0	0	1	0	0	0	0	0	38	123
1200-1215	0	33	8	0	0	0	0	0	0	0	0	0	0	0	41	41
1215-1230	0	28	8	1	1	0	0	0	0	0	0	0	0	0	38	38
1230-1245	0	29	7	2	2	0	0	0	2	1	0	0	0	0	40	40
1245-1300	0	16	8	0	0	0	0	1	0	0	0	0	0	0	25	144
1300-1315	0	23	10	0	0	0	0	0	0	0	0	0	0	0	33	33
1315-1330	0	23	11	1	1	1	0	1	0	0	0	0	0	0	38	38
1330-1345	2	23	11	0	1	1	0	0	0	0	0	0	0	0	38	38
1345-1400	0	27	5	0	0	0	0	0	0	0	0	0	0	0	32	141
1400-1415	0	23	12	2	1	0	0	0	1	0	0	0	0	0	39	39
1415-1430	0	34	14	0	0	0	0	0	0	0	0	0	0	0	48	48
1430-1445	0	28	12	0	0	0	0	0	0	0	0	0	0	0	40	40
1445-1500	1	30	6	3	0	0	0	0	1	0	0	0	0	0	41	168
1500-1515	0	36	19	3	0	0	0	1	0	0	0	0	0	0	59	59
1515-1530	0	50	15	2	1	1	0	0	0	0	0	0	0	0	69	69
1530-1545	0	57	11	0	1	0	0	0	0	0	0	0	0	0	69	69
1545-1600	0	37	17	1	0	0	0	0	0	0	0	0	0	0	55	252
1600-1615	0	31	10	1	1	0	0	0	0	0	0	0	0	0	43	43
1615-1630	0	54	19	2	1	1	0	0	0	0	0	0	0	0	77	77
1630-1645	0	32	17	1	1	0	0	0	0	0	0	0	0	0	51	51
1645-1700	1	37	15	0	0	0	0	0	0	0	0	0	0	0	53	224
1700-1715	1	52	25	1	1	1	0	0	0	0	0	0	0	0	81	81
1715-1730	0	40	15	0	1	1	0	0	0	0	0	0	0	0	57	57
1730-1745	0	47	15	0	1	0	0	0	0	0	0	0	0	0	63	63
1745-1800	1	39	18	0	1	0	0	0	0	0	0	0	0	0	59	260
1800-1815	1	68	22	0	0	0	0	0	1	0	0	0	0	0	92	92
1815-1830	0	69	18	0	1	0	0	0	0	0	0	0	0	0	88	88
1830-1845	2	44	13	0	0	0	0	0	0	0	0	0	0	0	59	59
1845-1900	0	28	11	0	0	0	0	0	0	0	0	0	0	0	39	39
1900-1915	0	23	14	0	1	0	0	0	0	0	0	0	0	0	38	278
1915-1930	1	49	13	0	0	0	0	0	0	0	0	0	0	0	63	63
1930-1945	2	38	15	0	0	0	0	0	0	0	0	0	0	0	55	55
1945-2000	0	34	9	0	1	0	0	0	0	0	0	0	0	0	44	200
2000-2015	0	19	12	0	0	0	0	0	0	0	0	0	0	0	31	31
2015-2030	0	22	5	1	0	0	0	0	0	0	0	0	0	0	28	28
2030-2045	0	19	17	0	0	0	0	0	0	0	0	0	0	0	36	36
2045-2100	0	34	15	0	0	0	0	0	0	0	0	0	0	0	49	144
2100-2115	0	29	9	0	0	0	0	0	0	0	0	0	0	0	38	38
2115-2130	0	32	21	0	0	0	0	0	0	0	0	0	0	0	53	53
2130-2145	0	15	5	0	0	0	0	0	0	0	0	0	0	0	20	20
2145-2200	0	10	6	0	0	0	0	0	0	0	0	0	0	0	16	127
2200-2215	0	9	6	0	0	0	0	0	0	0	0	0	0	0	15	15
2215-2230	0	4	4	0	0	0	0	0	0	0	0	0	0	0	8	8
2230-2245	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	1
2245-2300	0	3	2	0	0	0	0	0	0	0	0	0	0	0	5	5
2300-2315	0	2	1	0	0	0	0	0	0	0	0	0	0	0	3	3
2315-2330	0	2	2	0	0	0	0	0	0	0	0	0	0	0	4	4
2330-2345	0	4	2	0	0	0	0	0	0	0	0	0	0	0	6	6
2345-0000	1	3	4	0	0	0	0	0	0	0	0	0	0	0	8	21

Session Total	15	2018	797	42	40	9	0	8	7	1	0	0	0	0	2937
Session Average	0.16	21.02	8.30	0.44	0.42	0.09	0.00	0.08	0.07	0.01	0.00	0.00	0.00	0.00	30.59
Session Percentage	0.51	68.71	27												

Bi-Directional Class Count || Bi-Directional 15min

Gainesville, GA



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Site 2
Jim Hood Rd,
west of GA-11 Cleveland Hwy (North)

Date
Thursday, April 20, 2023

Weather
Fair
72°F

Lat/Long
34.405325°, -83.805734°

0000 - 2400 (24h Session) (04-20-2023)
Bi-Directional 15min

Time	Bi-Directional 15min													15min Total	60min Total
	1	2	3	4	5	6	7	8	9	10	11	12	13		
0000-0015	0	5	0	0	0	0	0	0	0	0	0	0	0	5	
0015-0030	0	7	1	0	0	0	0	0	0	0	0	0	0	8	
0030-0045	0	3	0	0	0	0	0	0	0	0	0	0	0	3	
0045-0100	0	1	0	0	0	0	0	0	0	0	0	0	0	1	17
0100-0115	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0115-0130	1	2	0	0	0	0	0	0	0	0	0	0	0	3	
0130-0145	0	4	0	0	0	0	0	0	0	0	0	0	0	4	
0145-0200	0	2	0	0	0	0	0	0	0	0	0	0	0	2	9
0200-0215	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
0215-0230	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
0230-0245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0245-0300	0	4	1	0	0	0	0	0	0	0	0	0	0	5	7
0300-0315	0	1	1	0	0	0	0	0	0	0	0	0	0	2	
0315-0330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
0330-0345	0	2	1	0	0	0	0	0	0	0	0	0	0	3	
0345-0400	0	1	1	0	0	0	0	0	0	0	0	0	0	2	7
0400-0415	0	2	0	0	0	0	0	0	0	0	0	0	0	2	
0415-0430	0	4	0	0	0	0	0	0	0	0	0	0	0	4	
0430-0445	1	6	4	0	0	0	0	0	0	0	0	0	0	11	
0445-0500	0	4	2	0	0	0	0	0	0	0	0	0	0	6	23
0500-0515	0	4	3	0	0	0	0	0	1	0	0	0	0	8	
0515-0530	0	8	5	0	0	0	0	0	0	0	0	0	0	13	
0530-0545	0	6	7	0	0	0	0	0	0	0	0	0	0	13	
0545-0600	0	15	9	0	0	0	0	0	0	0	0	0	0	24	58
0600-0615	0	11	10	2	0	0	0	0	0	0	0	0	0	23	
0615-0630	0	24	7	3	0	0	0	0	7	0	0	0	0	34	
0630-0645	0	32	15	1	0	0	0	0	0	0	0	0	0	48	
0645-0700	0	57	22	2	0	0	0	0	0	0	0	0	0	81	186
0700-0715	1	60	23	1	0	1	0	1	0	0	0	0	0	87	
0715-0730	0	89	31	2	0	0	0	0	0	0	0	0	0	122	
0730-0745	0	104	46	2	0	0	0	1	0	0	0	0	0	153	
0745-0800	0	109	38	5	2	0	0	0	0	0	0	0	0	154	516
0800-0815	0	122	39	5	3	1	0	0	0	0	0	0	0	170	
0815-0830	0	83	32	5	2	0	0	0	1	0	0	0	0	123	
0830-0845	0	46	25	0	0	0	0	0	2	0	0	0	0	76	
0845-0900	0	55	23	4	1	0	0	0	1	1	0	0	0	85	454
0900-0915	0	33	21	2	1	0	0	0	0	0	0	0	0	57	
0915-0930	0	46	18	0	0	1	0	1	0	1	0	0	0	67	
0930-0945	0	47	28	0	3	0	0	1	0	0	0	0	0	79	
0945-1000	0	36	21	1	1	0	0	1	0	0	0	0	0	60	263
1000-1015	0	41	24	2	1	1	0	0	0	0	0	0	0	69	
1015-1030	0	43	23	3	1	0	0	0	0	0	0	0	0	70	
1030-1045	0	38	15	0	3	0	0	2	0	2	1	0	0	59	
1045-1100	0	45	19	1	3	0	0	0	0	0	0	0	0	68	266
1100-1115	0	33	26	0	3	1	0	0	0	0	0	0	0	63	
1115-1130	1	38	22	0	2	0	0	0	0	0	0	0	0	63	
1130-1145	1	39	11	2	5	0	0	0	0	0	0	0	0	58	
1145-1200	0	46	26	0	2	0	0	0	1	0	0	0	0	75	259
1200-1215	0	54	21	0	1	1	0	0	0	0	0	0	0	77	
1215-1230	0	44	19	2	1	0	0	1	1	0	0	0	0	68	
1230-1245	0	47	15	2	3	0	0	1	0	0	0	0	0	68	268
1245-1300	0	36	16	1	1	0	0	1	0	0	0	0	0	55	
1300-1315	0	53	23	0	1	0	0	0	0	0	0	0	0	77	
1315-1330	0	45	20	1	3	1	0	1	0	0	0	0	0	71	
1330-1345	2	43	17	2	4	1	0	0	0	0	0	0	0	69	
1345-1400	0	65	17	0	2	0	0	0	0	0	0	0	0	84	301
1400-1415	0	60	24	3	1	0	0	0	1	0	0	0	0	89	
1415-1430	0	56	25	0	3	2	0	0	0	0	0	0	0	86	
1430-1445	0	62	26	2	2	0	0	0	0	0	0	0	0	92	
1445-1500	1	72	13	4	0	0	0	0	1	2	0	0	0	94	361
1500-1515	0	62	35	3	0	0	0	0	2	0	0	0	0	102	
1515-1530	0	82	23	3	2	1	0	0	1	0	0	0	0	112	
1530-1545	0	99	25	1	1	0	0	0	0	0	0	0	0	126	
1545-1600	0	86	30	6	2	0	0	0	0	0	0	0	0	124	464
1600-1615	0	80	19	2	3	0	0	0	1	0	0	0	0	105	
1615-1630	0	90	30	2	2	1	0	0	0	0	0	0	0	125	
1630-1645	0	69	33	2	2	1	0	0	0	0	0	0	0	107	
1645-1700	1	83	19	0	3	0	0	0	1	0	0	0	0	116	453
1700-1715	2	105	48	1	2	1	0	0	0	0	0	0	0	159	
1715-1730	0	91	34	0	3	1	0	1	0	0	0	0	0	130	
1730-1745	0	104	40	0	3	0	0	0	0	1	0	0	0	148	
1745-1800	3	79	34	0	3	1	0	0	0	0	0	0	0	120	557
1800-1815	3	110	33	0	0	0	0	0	1	0	0	0	0	147	
1815-1830	2	118	38	0	2	0	0	1	0	0	0	0	0	161	
1830-1845	2	78	25	0	2	1	0	0	0	0	0	0	0	108	
1845-1900	0	51	31	0	0	0	0	0	0	0	0	0	0	82	498
1900-1915	0	47	28	0	1	0	0	0	0	0	0	0	0	76	
1915-1930	2	81	28	0	0	0	0	0	0	0	0	0	0	111	
1930-1945	2	60	19	0	0	0	0	0	0	0	0	0	0	81	
1945-2000	0	61	22	0	2	0	0	0	0	0	0	0	0	85	353
2000-2015	0	33	17	0	1	0	0	0	0	0	0	0	0	51	
2015-2030	0	33	11	1	0	0	0	0	0	0	0	0	0	45	
2030-2045	1	61	26	0	0	0	0	0	0	0	0	0	0	88	
2045-2100	0	105	34	0	0	0	0	0	0	0	0	0	0	139	323
2100-2115	0	54	19	0	0	0	0	0	0	0	0	0	0	83	
2115-2130	0	42	29	0	0	0	0	0	0	0	0	0	0	71	
2130-2145	0	23	8	0	0	0	0	0	0	0	0	0	0	31	
2145-2200	0	19	11	0	0	0	0	0	0	0	0	0	0	30	215
2200-2215	0	11	8	0	0	0	0	0	0	0	0	0	0	19	
2215-2230	0	11	5	0	0	0	0	0	0	0	0	0	0	16	
2230-2245	0	4	2	0	0	0	0	0	0	0	0	0	0	6	
2245-2300	0	5	3	0	0	0	0	0	0	0	0	0	0	8	49
2300-2315	0	5	6	0	0	0	0	0	0	0	0	0	0	11	
2315-2330	0	3	2	0	0	0	0	0	0	0	0	0	0	5	
2330-2345	0	7	3	0	0	0	0	0	0	0	0	0	0	10	
2345-0000	1	4	5	0	0	0	0	0	0	0	0	0	0	10	36

Session Total	27	4063	1629	82	92	17	0	16	14	3	0	0	0	5943
Session Average	0.28	42.32	16.97	0.85	0.96	0.18	0.00	0.17	0.15	0.03	0.00	0.00	0.00	61.91
Session Percentage	0.45	68.37	27.41	1.38	1.55	0.29	0.00	0.27	0.24	0.05	0.00	0.00	0.00	
AM Peak Hour	0615 - 0715	0715 - 0815	0730 - 0830	0730 - 0830	0745 - 0845	0915 - 1015	-	0830 - 0930	0800 - 0900	0830 - 0930	-	-	-	0730 - 0830
AM Peak Volume	1	424	155	17	10	2	0	3	2	2	0	0	0	600
Noon Peak Hour	1045 - 1145	1445 - 1545	1415 - 1515	1430 - 1530	1045 - 1145	1330 - 1430	-	1200 - 1300	1430 - 1530	-	-	-	-	1445 - 1545
Noon Peak Volume	2	315	99	12	13	3	0	3	5	0	0	0	0	434

Bi-Directional Class Count || Volume Summary 15min



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Gainesville, GA

Site 2

Jim Hood Rd,
west of GA-11 Cleveland Hwy (North)

Date

Thursday, April 20, 2023

Weather

Fair
72°F

Lat/Long

34.405325°, -83.805734°

0000 - 2400 (24h Session) (04-20-2023)

Volume Summary 15min

TIME	Volume Summary 15min		15min Total	60min Total
	EB	WB		
0000 - 0015	4	1	5	
0015 - 0030	4	4	8	
0030 - 0045	2	1	3	
0045 - 0100	0	1	1	17
0100 - 0115	0	0	0	
0115 - 0130	2	1	3	
0130 - 0145	1	3	4	
0145 - 0200	1	1	2	9
0200 - 0215	0	1	1	
0215 - 0230	1	0	1	
0230 - 0245	0	0	0	
0245 - 0300	2	3	5	7
0300 - 0315	1	1	2	
0315 - 0330	0	0	0	
0330 - 0345	2	1	3	
0345 - 0400	2	0	2	7
0400 - 0415	2	0	2	
0415 - 0430	3	1	4	
0430 - 0445	6	5	11	
0445 - 0500	4	2	6	23
0500 - 0515	7	1	8	
0515 - 0530	8	5	13	
0530 - 0545	7	6	13	
0545 - 0600	11	13	24	58
0600 - 0615	17	6	23	
0615 - 0630	21	13	34	
0630 - 0645	20	28	48	
0645 - 0700	45	36	81	186
0700 - 0715	44	43	87	
0715 - 0730	61	61	122	
0730 - 0745	74	79	153	
0745 - 0800	80	74	154	516
0800 - 0815	78	92	170	
0815 - 0830	83	40	123	
0830 - 0845	50	26	76	
0845 - 0900	49	36	85	454
0900 - 0915	29	28	57	
0915 - 0930	36	31	67	
0930 - 0945	45	34	79	
0945 - 1000	31	29	60	263
1000 - 1015	32	37	69	
1015 - 1030	45	25	70	
1030 - 1045	32	27	59	
1045 - 1100	38	30	68	266
1100 - 1115	34	29	63	
1115 - 1130	35	28	63	
1130 - 1145	30	28	58	
1145 - 1200	37	38	75	259

Time	Volume Summary 15min		15min Total	60min Total
	EB	WB		
1200 - 1215	36	41	77	
1215 - 1230	30	38	68	
1230 - 1245	28	40	68	
1245 - 1300	30	25	55	268
1300 - 1315	44	33	77	
1315 - 1330	33	38	71	
1330 - 1345	31	38	69	
1345 - 1400	52	32	84	301
1400 - 1415	50	39	89	
1415 - 1430	38	48	86	
1430 - 1445	52	40	92	
1445 - 1500	53	41	94	361
1500 - 1515	43	59	102	
1515 - 1530	43	69	112	
1530 - 1545	57	69	126	
1545 - 1600	69	55	124	464
1600 - 1615	62	43	105	
1615 - 1630	48	77	125	
1630 - 1645	56	51	107	
1645 - 1700	63	53	116	453
1700 - 1715	78	81	159	
1715 - 1730	73	57	130	
1730 - 1745	85	63	148	
1745 - 1800	61	59	120	557
1800 - 1815	55	92	147	
1815 - 1830	73	88	161	
1830 - 1845	49	59	108	
1845 - 1900	43	39	82	498
1900 - 1915	38	38	76	
1915 - 1930	48	63	111	
1930 - 1945	26	55	81	
1945 - 2000	41	44	85	353
2000 - 2015	20	31	51	
2015 - 2030	17	28	45	
2030 - 2045	52	36	88	
2045 - 2100	90	49	139	323
2100 - 2115	45	38	83	
2115 - 2130	18	53	71	
2130 - 2145	11	20	31	
2145 - 2200	14	16	30	215
2200 - 2215	4	15	19	
2215 - 2230	8	8	16	
2230 - 2245	5	1	6	
2245 - 2300	3	5	8	49
2300 - 2315	8	3	11	
2315 - 2330	1	4	5	
2330 - 2345	4	6	10	
2345 - 0000	2	8	10	36

Session Total	3006	2937	5943
Session Average	31.31	30.59	61.91
Session Percentage	50.58	49.42	

Bi-Directional Class Count || NB EB 60min

Gainesville, GA



Site 2
Jim Hood Rd,
west of GA-11 Cleveland Hwy (North)

Date
Thursday, April 20, 2023

Weather
Fair
72°F

Lat/Long
34.405325°, -83.805734°

0000 - 2400 (24h Session) (04-20-2023)

NB EB 60min

TIME	Eastbound (Movement 2.1)													Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	
0000 - 0100	0	10	0	0	0	0	0	0	0	0	0	0	0	10
0100 - 0200	1	3	0	0	0	0	0	0	0	0	0	0	0	4
0200 - 0300	0	2	1	0	0	0	0	0	0	0	0	0	0	3
0300 - 0400	0	2	3	0	0	0	0	0	0	0	0	0	0	5
0400 - 0500	0	10	5	0	0	0	0	0	0	0	0	0	0	15
0500 - 0600	0	16	16	0	0	0	0	0	1	0	0	0	0	33
0600 - 0700	0	71	26	6	0	0	0	0	0	0	0	0	0	103
0700 - 0800	1	177	78	2	0	1	0	0	0	0	0	0	0	259
0800 - 0900	0	177	70	8	2	0	0	2	1	0	0	0	0	260
0900 - 1000	0	90	46	2	0	1	0	1	0	1	0	0	0	141
1000 - 1100	0	92	48	3	3	1	0	0	0	0	0	0	0	147
1100 - 1200	1	82	44	1	8	0	0	0	0	0	0	0	0	136
1200 - 1300	0	75	40	2	3	1	0	2	1	0	0	0	0	124
1300 - 1400	0	110	40	2	8	0	0	0	0	0	0	0	0	160
1400 - 1500	0	135	44	4	6	2	0	1	1	0	0	0	0	193
1500 - 1600	0	149	51	7	3	0	0	0	2	0	0	0	0	212
1600 - 1700	0	168	50	3	7	0	0	0	1	0	0	0	0	229
1700 - 1800	3	201	83	0	7	1	0	1	0	1	0	0	0	297
1800 - 1900	4	148	63	0	3	1	0	1	0	0	0	0	0	220
1900 - 2000	1	105	46	0	1	0	0	0	0	0	0	0	0	153
2000 - 2100	1	138	39	0	1	0	0	0	0	0	0	0	0	179
2100 - 2200	0	62	26	0	0	0	0	0	0	0	0	0	0	88
2200 - 2300	0	14	6	0	0	0	0	0	0	0	0	0	0	20
2300 - 2400	0	8	7	0	0	0	0	0	0	0	0	0	0	15

Session Total	12	2045	832	40	52	8	0	8	7	2	0	0	0	3006
Session Average	0.50	85.21	34.67	1.67	2.17	0.33	0.00	0.33	0.29	0.08	0.00	0.00	0.00	125.25
Session Percentage	0.40	68.03	27.68	1.33	1.73	0.27	0.00	0.27	0.23	0.07	0.00	0.00	0.00	

AM Peak Hour	0700 - 0800	0700 - 0800	0700 - 0800	0800 - 0900	0800 - 0900	0700 - 0800	-	0800 - 0900	0500 - 0600	0900 - 1000	-	-	-	0800 - 0900
AM Peak Volume	1	177	78	8	2	1	0	2	1	1	0	0	0	260

Noon Peak Hour	1100 - 1200	1400 - 1500	1000 - 1100	1400 - 1500	1100 - 1200	1400 - 1500	-	1200 - 1300	1200 - 1300	-	-	-	-	1400 - 1500
Noon Peak Volume	1	135	48	4	8	2	0	2	1	0	0	0	0	193

PM Peak Hour	1800 - 1900	1700 - 1800	1700 - 1800	1500 - 1600	1600 - 1700	1700 - 1800	-	1700 - 1800	1500 - 1600	1700 - 1800	-	-	-	1700 - 1800
PM Peak Volume	4	201	83	7	7	1	0	1	2	1	0	0	0	297

Bi-Directional Class Count || SB WB 60min



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Gainesville, GA

Site 2
Jim Hood Rd,
west of GA-11 Cleveland Hwy (North)

Date
Thursday, April 20, 2023

Weather
Fair
72°F

Lat/Long
34.405325°, -83.805734°

0000 - 2400 (24h Session) (04-20-2023)

SB WB 60min

TIME	Westbound (Movement 2.2)													Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	
0000 - 0100	0	6	1	0	0	0	0	0	0	0	0	0	0	7
0100 - 0200	0	5	0	0	0	0	0	0	0	0	0	0	0	5
0200 - 0300	0	4	0	0	0	0	0	0	0	0	0	0	0	4
0300 - 0400	0	2	0	0	0	0	0	0	0	0	0	0	0	2
0400 - 0500	1	6	1	0	0	0	0	0	0	0	0	0	0	8
0500 - 0600	0	17	8	0	0	0	0	0	0	0	0	0	0	25
0600 - 0700	0	53	28	2	0	0	0	0	0	0	0	0	0	83
0700 - 0800	0	185	60	8	2	0	0	2	0	0	0	0	0	257
0800 - 0900	0	129	49	6	7	1	0	0	1	1	0	0	0	194
0900 - 1000	0	72	42	1	5	0	0	2	0	0	0	0	0	122
1000 - 1100	0	75	33	3	5	0	0	2	1	0	0	0	0	119
1100 - 1200	1	74	41	1	4	1	0	0	1	0	0	0	0	123
1200 - 1300	0	106	31	3	3	0	0	1	0	0	0	0	0	144
1300 - 1400	2	96	37	1	2	2	0	1	0	0	0	0	0	141
1400 - 1500	1	115	44	5	1	0	0	0	2	0	0	0	0	168
1500 - 1600	0	180	62	6	2	1	0	0	1	0	0	0	0	252
1600 - 1700	1	154	61	4	2	2	0	0	0	0	0	0	0	224
1700 - 1800	2	178	73	1	4	2	0	0	0	0	0	0	0	260
1800 - 1900	3	209	64	0	1	0	0	0	1	0	0	0	0	278
1900 - 2000	3	144	51	0	2	0	0	0	0	0	0	0	0	200
2000 - 2100	0	94	49	1	0	0	0	0	0	0	0	0	0	144
2100 - 2200	0	86	41	0	0	0	0	0	0	0	0	0	0	127
2200 - 2300	0	17	12	0	0	0	0	0	0	0	0	0	0	29
2300 - 2400	1	11	9	0	0	0	0	0	0	0	0	0	0	21

Session Total	15	2018	797	42	40	9	0	8	7	1	0	0	0	2937
Session Average	0.63	84.08	33.21	1.75	1.67	0.38	0.00	0.33	0.29	0.04	0.00	0.00	0.00	122.38
Session Percentage	0.51	68.71	27.14	1.43	1.36	0.31	0.00	0.27	0.24	0.03	0.00	0.00	0.00	

AM Peak Hour	-	0700 - 0800	0700 - 0800	0700 - 0800	0800 - 0900	0800 - 0900	-	0700 - 0800	0800 - 0900	0800 - 0900	-	-	-	0700 - 0800
AM Peak Volume	0	185	60	8	7	1	0	2	1	1	0	0	0	257

Noon Peak Hour	1300 - 1400	1400 - 1500	1400 - 1500	1400 - 1500	1000 - 1100	1300 - 1400	-	1000 - 1100	1400 - 1500	-	-	-	-	1400 - 1500
Noon Peak Volume	2	115	44	5	5	2	0	2	2	0	0	0	0	168

PM Peak Hour	1800 - 1900	1800 - 1900	1700 - 1800	1500 - 1600	1700 - 1800	1600 - 1700	-	-	1500 - 1600	-	-	-	-	1800 - 1900
PM Peak Volume	3	209	73	6	4	2	0	0	1	0	0	0	0	278

Bi-Directional Class Count || Bi-Directional 60min



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Gainesville, GA

Site 2

Jim Hood Rd,
west of GA-11 Cleveland Hwy (North)

Date

Thursday, April 20, 2023

Weather

Fair
72°F

Lat/Long

34.405325°, -83.805734°

0000 - 2400 (24h Session) (04-20-2023)

Bi-Directional 60min

TIME	Bi-Directional 60min													Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	
0000 - 0100	0	16	1	0	0	0	0	0	0	0	0	0	0	17
0100 - 0200	1	8	0	0	0	0	0	0	0	0	0	0	0	9
0200 - 0300	0	6	1	0	0	0	0	0	0	0	0	0	0	7
0300 - 0400	0	4	3	0	0	0	0	0	0	0	0	0	0	7
0400 - 0500	1	16	6	0	0	0	0	0	0	0	0	0	0	23
0500 - 0600	0	33	24	0	0	0	0	0	1	0	0	0	0	58
0600 - 0700	0	124	54	8	0	0	0	0	0	0	0	0	0	186
0700 - 0800	1	362	138	10	2	1	0	2	0	0	0	0	0	516
0800 - 0900	0	306	119	14	9	1	0	2	2	1	0	0	0	454
0900 - 1000	0	162	88	3	5	1	0	3	0	1	0	0	0	263
1000 - 1100	0	167	81	6	8	1	0	2	1	0	0	0	0	266
1100 - 1200	2	156	85	2	12	1	0	0	1	0	0	0	0	259
1200 - 1300	0	181	71	5	6	1	0	3	1	0	0	0	0	268
1300 - 1400	2	206	77	3	10	2	0	1	0	0	0	0	0	301
1400 - 1500	1	250	88	9	7	2	0	1	3	0	0	0	0	361
1500 - 1600	0	329	113	13	5	1	0	0	3	0	0	0	0	464
1600 - 1700	1	322	111	7	9	2	0	0	1	0	0	0	0	453
1700 - 1800	5	379	156	1	11	3	0	1	0	1	0	0	0	557
1800 - 1900	7	357	127	0	4	1	0	1	1	0	0	0	0	498
1900 - 2000	4	249	97	0	3	0	0	0	0	0	0	0	0	353
2000 - 2100	1	232	88	1	1	0	0	0	0	0	0	0	0	323
2100 - 2200	0	148	67	0	0	0	0	0	0	0	0	0	0	215
2200 - 2300	0	31	18	0	0	0	0	0	0	0	0	0	0	49
2300 - 2400	1	19	16	0	0	0	0	0	0	0	0	0	0	36

Session Total	27	4063	1629	82	92	17	0	16	14	3	0	0	0	5943
Session Average	1.13	169.29	67.88	3.42	3.83	0.71	0.00	0.67	0.58	0.13	0.00	0.00	0.00	247.63
Session Percentage	0.45	68.37	27.41	1.38	1.55	0.29	0.00	0.27	0.24	0.05	0.00	0.00	0.00	

AM Peak Hour	0700 - 0800	0700 - 0800	0700 - 0800	0800 - 0900	0800 - 0900	0700 - 0800	-	0900 - 1000	0800 - 0900	0800 - 0900	-	-	-	0700 - 0800
AM Peak Volume	1	362	138	14	9	1	0	3	2	1	0	0	0	516

Noon Peak Hour	1100 - 1200	1400 - 1500	1400 - 1500	1400 - 1500	1100 - 1200	1300 - 1400	-	1200 - 1300	1400 - 1500	-	-	-	-	1400 - 1500
Noon Peak Volume	2	250	88	9	12	2	0	3	3	0	0	0	0	361

PM Peak Hour	1800 - 1900	1700 - 1800	1700 - 1800	1500 - 1600	1700 - 1800	1700 - 1800	-	1700 - 1800	1500 - 1600	1700 - 1800	-	-	-	1700 - 1800
PM Peak Volume	7	379	156	13	11	3	0	1	3	1	0	0	0	557

Bi-Directional Class Count || Volume Summary 60min

Gainesville, GA



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Site 2

Jim Hood Rd,
west of GA-11 Cleveland Hwy (North)

Date

Thursday, April 20, 2023

Weather

Fair
72°F

Lat/Long

34.405325°, -83.805734°

0000 - 2400 (24h Session) (04-20-2023)

Volume Summary 60min

Volume Summary 60min			
TIME	EB	WB	Total
0000 - 0100	10	7	17
0100 - 0200	4	5	9
0200 - 0300	3	4	7
0300 - 0400	5	2	7
0400 - 0500	15	8	23
0500 - 0600	33	25	58
0600 - 0700	103	83	186
0700 - 0800	259	257	516
0800 - 0900	260	194	454
0900 - 1000	141	122	263
1000 - 1100	147	119	266
1100 - 1200	136	123	259

Volume Summary 60min			
Time	EB	WB	Total
1200 - 1300	124	144	268
1300 - 1400	160	141	301
1400 - 1500	193	168	361
1500 - 1600	212	252	464
1600 - 1700	229	224	453
1700 - 1800	297	260	557
1800 - 1900	220	278	498
1900 - 2000	153	200	353
2000 - 2100	179	144	323
2100 - 2200	88	127	215
2200 - 2300	20	29	49
2300 - 2400	15	21	36

Session Total	3006	2937	5943
Session Average	125.25	122.38	247.63
Session Percentage	50.58	49.42	

Bi-Directional Class Count || Graphical Analysis NB EB

Gainesville, GA

Site 2

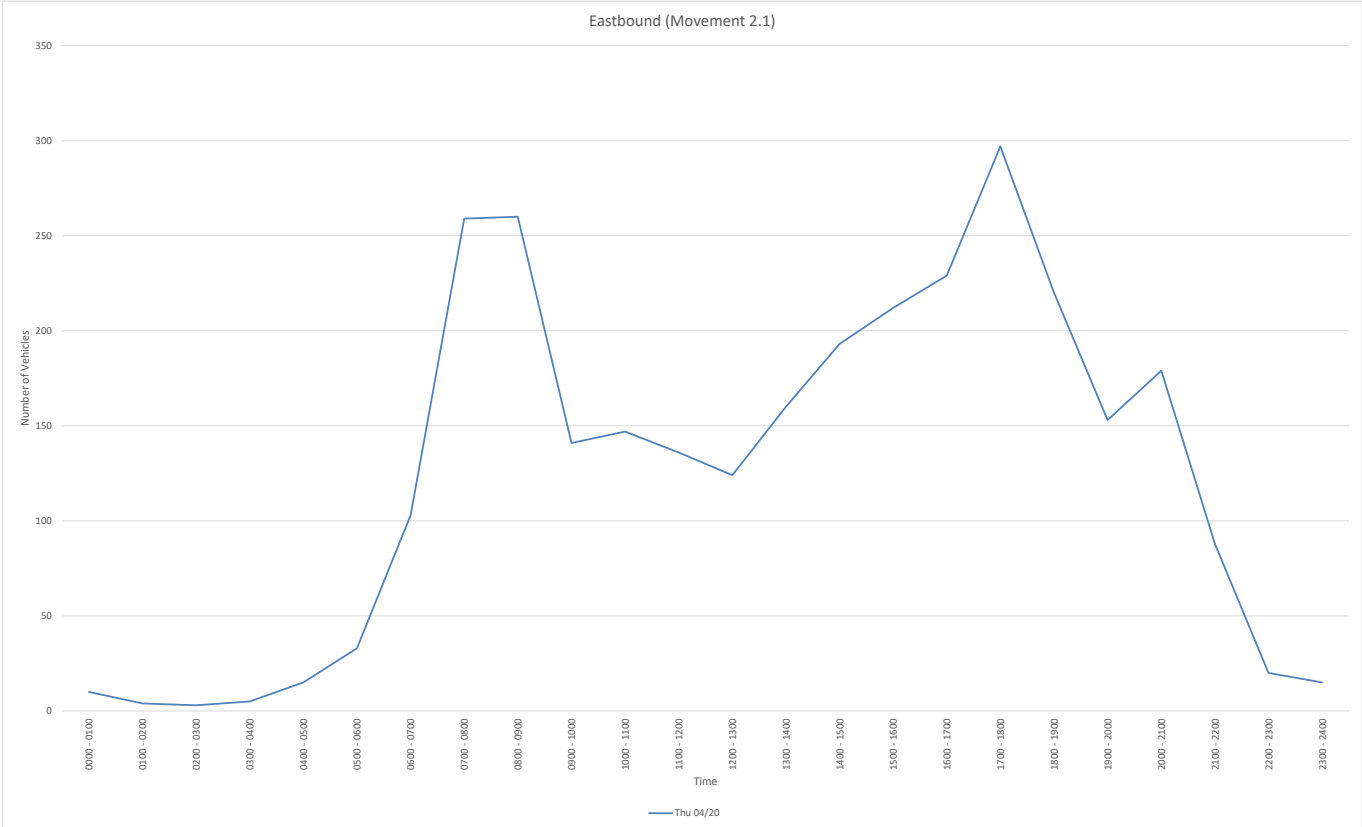
Jim Hood Rd,
west of GA-11 Cleveland Hwy (North)

Lat/Long

34.405325°, -83.805734°

0000 - 2400 (Weekday 24h Session)

Graphical Analysis NB EB



Bi-Directional Class Count || Graphical Analysis SB WB

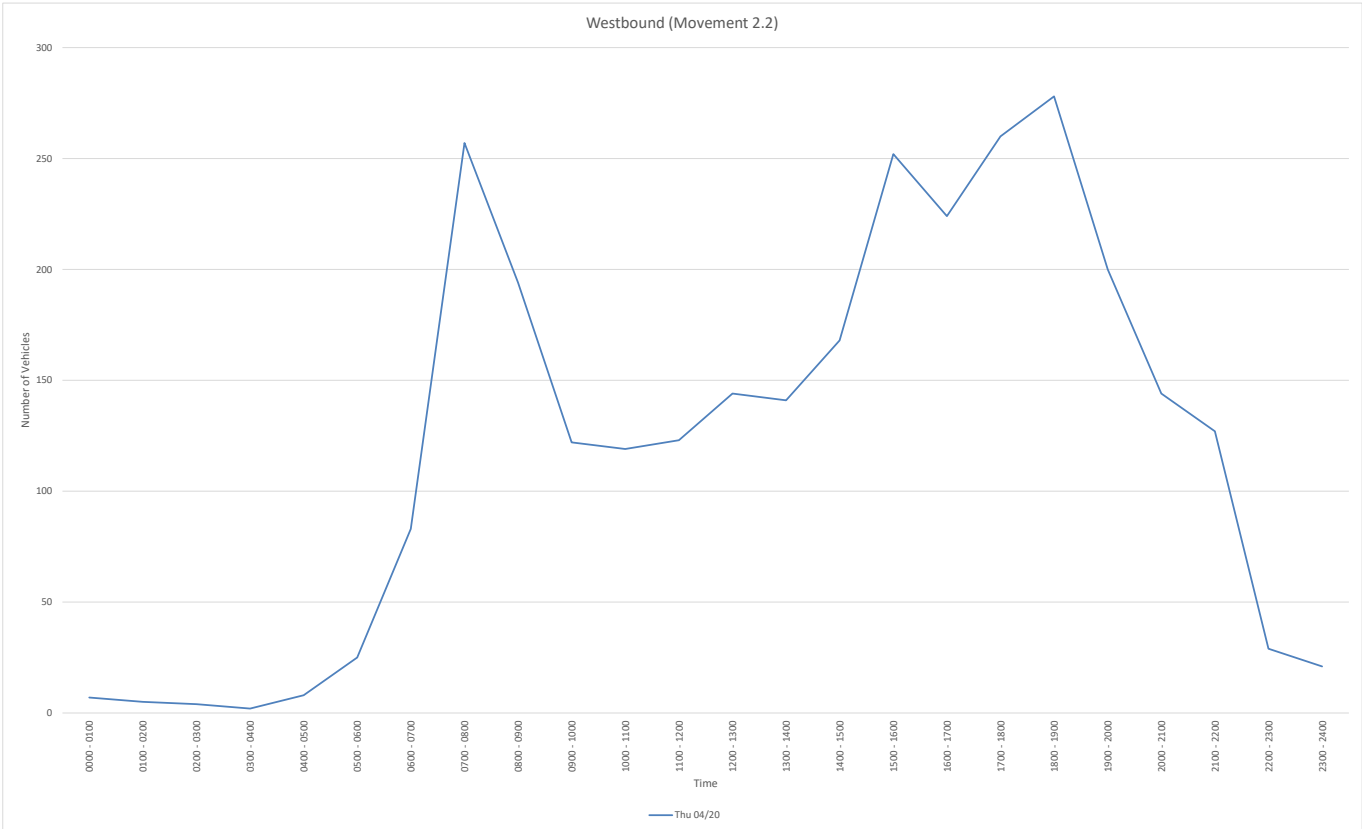
Gainesville, GA

Site 2

Jim Hood Rd,
west of GA-11 Cleveland Hwy (North)

Lat/Long
34.405325°, -83.805734°

0000 - 2400 (Weekday 24h Session)
Graphical Analysis SB WB



**Appendix C: Signal Timing Plans & Existing Conditions Capacity
Analysis Reports**

GDOT

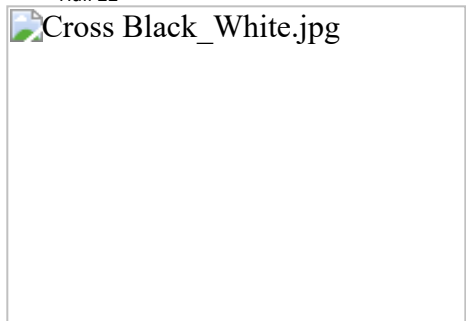
MaxTime Timing Shee

Hall 22

Administration

Unit Information

Controller ID	1013
Main St.	SR 11
Side St.	Jim Hood(Nopone)



Adapter	IP Address	Subnet Mask	Default Gateway	ARP	DHCP
1	10.251.146.6	255.255.255.240	10.251.146.1	Disable	
2	10.20.70.51	255.255.255.0	0.0.0.0	Disable	

Serial Ports:

Port	Description	Function	Address	Baud	Bits	Stop	Parity	Flow	CTS	RTS
1	Port 2/C21S	None	1	9600	8	1	None	None	0	0
2	Aux P3/C22S	None	1	9600	8	1	None	None	0	0
3	SDLC Port 1	None	1	9600	8	1	None	None	0	0
4	Com A/C50S	None	1	9600	8	1	None	None	0	0
5	FIO	None	1	9600	8	1	None	None	0	0
6	DISPLAY/C60M	None	1	9600	8	1	None	None	0	0
7	SP7	None	1	9600	8	1	None	None	0	0
8	SP8/Com B	None	1	9600	8	1	None	None	0	0

Unit Parameters

Startup Flash	0	Auto Ped Clr	Disable	Red Revert	5.0	Backup Time	900	Ext Mode	Enable
All Red Exit	6	Grn Flash Freq.	60	Yel Flash Freq.	60	MCE Enable	Enable	Free Seq.	1
MCE Seq.	1	Start Yellow	0.0	Start Red	0.0	Start Clear Hold	6		

Phase Parameters

Phases	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Walk Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clear Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Don't Walk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Green	5	15	3	8	5	15	3	8	0	0	1	1	1	1	1	1	1	1	1	1
Min Green 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Passage	3.0	7.5	3.0	4.3	3.0	7.5	3.0	4.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max-1	25	60	20	35	25	60	20	25	0	0	1	1	1	1	1	1	1	1	1	1
Max-2	25	60	20	35	25	60	20	25	0	0	0	0	0	0	0	0	0	0	0	0
Max-3	15	45	15	25	15	45	15	25	0	0	1	1	1	1	1	1	1	1	1	1
Yel Change	3.7	5.7	3.5	4.2	3.0	5.7	3.1	4.2	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	3.0	1.5	3.0	2.1	3.0	1.5	3.0	2.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Add Red Clear	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Red Revert	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Added Initial	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Max Initial	0.0	2.0	0.0	0.0	0.0	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time B4 Reduce	0	17	0	0	0	17	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars B4 Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	17	0	0	0	17	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Min Gap	3.0	4.0	3.0	4.0	3.0	4.0	3.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Dyn Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dyn Max Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Advance Walk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Ped	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Alt Walk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Alt Ped Cir																			
Pre Green	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pre Clearance	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Phases	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
Walk Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Clear Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Don't Walk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Green	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Min Green 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Passage	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max-1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Max-2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max-3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Yel Change	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Add Red Clear	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Red Revert	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Added Initial	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Initial	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time B4 Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars B4 Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time To Reduce	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Reduce By	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Dyn Max Limit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dyn Max Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Advance Walk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Ped	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Alt Walk	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Alt Ped Clr																				
Pre Green	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Pre Clearance	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Phase Options

Phases	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Enable	X	X	X	X	X	X	X	X												
Auto Flash Ent.				X				X												
Auto Flash Exit		X				X														
Non Actuated I																				
Non Actuated II																				
Non Lock Mem	X		X	X	X		X	X												
Min Veh Recall																				
Max Veh Recall																				
Ped Recall																				
Soft Veh Recall																				
Dual Entry		X		X		X		X												

HCM 6th Signalized Intersection Summary
 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Jim Hood Rd in Gainesville GA
 Existing 2023



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (veh/h)	42	44	207	60	80	33	6	181	255	16	12	40
Future Volume (veh/h)	42	44	207	60	80	33	6	181	255	16	12	40
Initial Q (Qb), veh	0	0	0	0	0	0		0	0	0		0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00		1.00		1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1900	1870	1885	1870	1826	1900		1811	1811	1811		1900
Adj Flow Rate, veh/h	44	46	0	62	83	34		189	266	0		42
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96		0.96	0.96	0.96		0.96
Percent Heavy Veh, %	0	2	1	2	5	0		6	6	6		0
Cap, veh/h	269	229		324	175	71		398	1328			538
Arrive On Green	0.03	0.12	0.00	0.04	0.14	0.14		0.11	0.39	0.00		0.04
Sat Flow, veh/h	1810	1870	1598	1781	1231	504		1725	3441	1535		1810
Grp Volume(v), veh/h	44	46	0	62	0	117		189	266	0		42
Grp Sat Flow(s),veh/h/ln	1810	1870	1598	1781	0	1735		1725	1721	1535		1810
Q Serve(g_s), s	1.3	1.4	0.0	1.9	0.0	4.0		4.6	3.3	0.0		1.0
Cycle Q Clear(g_c), s	1.3	1.4	0.0	1.9	0.0	4.0		4.6	3.3	0.0		1.0
Prop In Lane	1.00		1.00	1.00		0.29		1.00		1.00		1.00
Lane Grp Cap(c), veh/h	269	229		324	0	246		398	1328			538
V/C Ratio(X)	0.16	0.20		0.19	0.00	0.48		0.48	0.20			0.08
Avail Cap(c_a), veh/h	785	1028		809	0	681		892	3243			1175
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	1.00		1.00	1.00	0.00		1.00
Uniform Delay (d), s/veh	23.6	25.1	0.0	23.0	0.0	25.1		13.4	13.0	0.0		13.7
Incr Delay (d2), s/veh	0.3	0.6	0.0	0.3	0.0	2.0		0.9	0.1	0.0		0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0
%ile BackOfQ(95%),veh/ln	1.0	1.1	0.0	1.3	0.0	2.9		2.6	1.8	0.0		0.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	23.8	25.7	0.0	23.3	0.0	27.2		14.2	13.1	0.0		13.8
LnGrp LOS	C	C		C	A	C		B	B			B
Approach Vol, veh/h		90			179				455			
Approach Delay, s/veh		24.8			25.8				13.6			
Approach LOS		C			C				B			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	13.4	27.0	9.2	14.1	8.6	31.8	7.9	15.3				
Change Period (Y+Rc), s	* 6.7	7.2	6.5	* 6.3	6.0	7.2	6.1	* 6.3				
Max Green Setting (Gmax), s	* 25	60.0	20.0	* 35	25.0	60.0	20.0	* 25				
Max Q Clear Time (g_c+l1), s	6.6	12.8	3.9	3.4	3.0	5.3	3.3	6.0				
Green Ext Time (p_c), s	0.4	7.0	0.1	0.2	0.1	2.3	0.1	0.7				

Intersection Summary

HCM 6th Ctrl Delay	18.7
HCM 6th LOS	B

Notes

User approved ignoring U-Turning movement.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Unsignalized Delay for [NBR, EBR, SBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary
 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Jim Hood Rd in Gainesville GA
 Existing 2023



Movement	SBT	SBR
Lane Configurations	↑↑	↗
Traffic Volume (veh/h)	672	45
Future Volume (veh/h)	672	45
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1796
Adj Flow Rate, veh/h	700	0
Peak Hour Factor	0.96	0.96
Percent Heavy Veh, %	2	7
Cap, veh/h	1103	
Arrive On Green	0.31	0.00
Sat Flow, veh/h	3554	1522
Grp Volume(v), veh/h	700	0
Grp Sat Flow(s),veh/h/ln	1777	1522
Q Serve(g_s), s	10.8	0.0
Cycle Q Clear(g_c), s	10.8	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	1103	
V/C Ratio(X)	0.63	
Avail Cap(c_a), veh/h	3349	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(l)	1.00	0.00
Uniform Delay (d), s/veh	18.9	0.0
Incr Delay (d2), s/veh	0.9	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(95%),veh/ln	6.7	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	19.7	0.0
LnGrp LOS	B	
Approach Vol, veh/h	742	
Approach Delay, s/veh	19.4	
Approach LOS	B	
Timer - Assigned Phs		

HCM 6th Signalized Intersection Summary
 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Jim Hood Rd in Gainesville GA
 Existing 2023



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (veh/h)	54	91	154	49	63	24	4	157	666	84	16	52
Future Volume (veh/h)	54	91	154	49	63	24	4	157	666	84	16	52
Initial Q (Qb), veh	0	0	0	0	0	0		0	0	0		0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00		1.00		1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1811	1885	1841	1900	1870	1841		1870	1885	1900		1870
Adj Flow Rate, veh/h	58	98	0	53	68	26		169	716	0		56
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93		0.93	0.93	0.93		0.93
Percent Heavy Veh, %	6	1	4	0	2	4		2	1	0		2
Cap, veh/h	307	256		305	179	68		497	1172			333
Arrive On Green	0.04	0.14	0.00	0.03	0.14	0.14		0.10	0.33	0.00		0.05
Sat Flow, veh/h	1725	1885	1560	1810	1289	493		1781	3582	1610		1781
Grp Volume(v), veh/h	58	98	0	53	0	94		169	716	0		56
Grp Sat Flow(s),veh/h/ln	1725	1885	1560	1810	0	1782		1781	1791	1610		1781
Q Serve(g_s), s	1.7	2.7	0.0	1.4	0.0	2.8		3.8	9.7	0.0		1.3
Cycle Q Clear(g_c), s	1.7	2.7	0.0	1.4	0.0	2.8		3.8	9.7	0.0		1.3
Prop In Lane	1.00		1.00	1.00		0.28		1.00		1.00		1.00
Lane Grp Cap(c), veh/h	307	256		305	0	247		497	1172			333
V/C Ratio(X)	0.19	0.38		0.17	0.00	0.38		0.34	0.61			0.17
Avail Cap(c_a), veh/h	837	1143		868	0	772		1090	3723			1013
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	1.00		1.00	1.00	0.00		1.00
Uniform Delay (d), s/veh	20.4	22.7	0.0	20.5	0.0	22.6		13.0	16.3	0.0		14.2
Incr Delay (d2), s/veh	0.3	1.3	0.0	0.3	0.0	1.4		0.4	0.7	0.0		0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0
%ile BackOfQ(95%),veh/ln	1.1	2.1	0.0	1.0	0.0	2.0		2.2	5.7	0.0		0.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.7	24.1	0.0	20.8	0.0	24.0		13.4	17.1	0.0		14.5
LnGrp LOS	C	C		C	A	C		B	B			B
Approach Vol, veh/h		156			147				885			
Approach Delay, s/veh		22.8			22.8				16.4			
Approach LOS		C			C				B			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.5	22.6	8.5	14.2	9.0	26.1	8.4	14.3				
Change Period (Y+Rc), s	* 6.7	7.2	6.5	* 6.3	6.0	7.2	6.1	* 6.3				
Max Green Setting (Gmax), s	* 25	60.0	20.0	* 35	25.0	60.0	20.0	* 25				
Max Q Clear Time (g_c+l1), s	5.8	6.6	3.4	4.7	3.3	11.7	3.7	4.8				
Green Ext Time (p_c), s	0.4	3.0	0.1	0.6	0.1	7.2	0.1	0.5				

Intersection Summary

HCM 6th Ctrl Delay	17.8
HCM 6th LOS	B

Notes

User approved ignoring U-Turning movement.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Unsignalized Delay for [NBR, EBR, SBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary
 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Jim Hood Rd in Gainesville GA
 Existing 2023



Movement	SBT	SBR
Lane Configurations	↑↑	↗
Traffic Volume (veh/h)	318	34
Future Volume (veh/h)	318	34
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1841	1811
Adj Flow Rate, veh/h	342	0
Peak Hour Factor	0.93	0.93
Percent Heavy Veh, %	4	6
Cap, veh/h	931	
Arrive On Green	0.27	0.00
Sat Flow, veh/h	3497	1535
Grp Volume(v), veh/h	342	0
Grp Sat Flow(s),veh/h/ln	1749	1535
Q Serve(g_s), s	4.6	0.0
Cycle Q Clear(g_c), s	4.6	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	931	
V/C Ratio(X)	0.37	
Avail Cap(c_a), veh/h	3635	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(l)	1.00	0.00
Uniform Delay (d), s/veh	17.2	0.0
Incr Delay (d2), s/veh	0.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.7	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	17.6	0.0
LnGrp LOS	B	
Approach Vol, veh/h	398	
Approach Delay, s/veh	17.1	
Approach LOS	B	
Timer - Assigned Phs		

Appendix D: Existing Conditions Queue Analysis Reports

Summary of All Intervals

Run Number	1	2	3	4	5	6	7
Start Time	7:00	7:00	7:00	7:00	7:00	7:00	7:00
End Time	8:15	8:15	8:15	8:15	8:15	8:15	8:15
Total Time (min)	75	75	75	75	75	75	75
Time Recorded (min)	60	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1	1
Vehs Entered	1657	1770	1711	1634	1613	1697	1705
Vehs Exited	1662	1788	1721	1629	1601	1694	1690
Starting Vehs	37	40	37	40	36	32	23
Ending Vehs	32	22	27	45	48	35	38
Travel Distance (mi)	1080	1164	1113	1062	1045	1101	1100
Travel Time (hr)	34.4	37.5	35.9	33.4	32.8	35.8	35.1
Total Delay (hr)	10.3	11.6	11.1	9.8	9.5	11.1	10.5
Total Stops	935	977	979	887	847	963	930
Fuel Used (gal)	38.4	41.4	39.7	37.5	36.8	38.9	39.1

Summary of All Intervals

Run Number	8	9	10	Avg
Start Time	7:00	7:00	7:00	7:00
End Time	8:15	8:15	8:15	8:15
Total Time (min)	75	75	75	75
Time Recorded (min)	60	60	60	60
# of Intervals	2	2	2	2
# of Recorded Intervals	1	1	1	1
Vehs Entered	1708	1637	1746	1687
Vehs Exited	1716	1627	1758	1689
Starting Vehs	41	31	48	36
Ending Vehs	33	41	36	35
Travel Distance (mi)	1118	1063	1140	1099
Travel Time (hr)	36.5	34.1	36.5	35.2
Total Delay (hr)	11.6	10.4	11.1	10.7
Total Stops	985	965	949	941
Fuel Used (gal)	40.2	38.1	40.2	39.0

Interval #0 Information Seeding

Start Time	7:00
End Time	7:15
Total Time (min)	15
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:15
End Time	8:15
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	6	7
Vehs Entered	1657	1770	1711	1634	1613	1697	1705
Vehs Exited	1662	1788	1721	1629	1601	1694	1690
Starting Vehs	37	40	37	40	36	32	23
Ending Vehs	32	22	27	45	48	35	38
Travel Distance (mi)	1080	1164	1113	1062	1045	1101	1100
Travel Time (hr)	34.4	37.5	35.9	33.4	32.8	35.8	35.1
Total Delay (hr)	10.3	11.6	11.1	9.8	9.5	11.1	10.5
Total Stops	935	977	979	887	847	963	930
Fuel Used (gal)	38.4	41.4	39.7	37.5	36.8	38.9	39.1

Interval #1 Information Recording

Start Time	7:15
End Time	8:15
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	8	9	10	Avg
Vehs Entered	1708	1637	1746	1687
Vehs Exited	1716	1627	1758	1689
Starting Vehs	41	31	48	36
Ending Vehs	33	41	36	35
Travel Distance (mi)	1118	1063	1140	1099
Travel Time (hr)	36.5	34.1	36.5	35.2
Total Delay (hr)	11.6	10.4	11.1	10.7
Total Stops	985	965	949	941
Fuel Used (gal)	40.2	38.1	40.2	39.0

Intersection: 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	R	L	TR	UL	T	T	UL	T	T
Maximum Queue (ft)	76	85	45	92	164	157	127	114	55	197	192
Average Queue (ft)	27	24	3	33	65	72	47	29	19	114	101
95th Queue (ft)	62	60	23	70	126	135	102	77	45	178	167
Link Distance (ft)		1240			1646		1069	1069		2666	2666
Upstream Blk Time (%)											
Queuing Penalty (veh)											
Storage Bay Dist (ft)	215		195	215		360			355		
Storage Blk Time (%)	0										
Queuing Penalty (veh)	0										

Summary of All Intervals

Run Number	1	2	3	4	5	6	7
Start Time	4:30	4:30	4:30	4:30	4:30	4:30	4:30
End Time	5:45	5:45	5:45	5:45	5:45	5:45	5:45
Total Time (min)	75	75	75	75	75	75	75
Time Recorded (min)	60	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1	1
Vehs Entered	1786	1778	1797	1733	1703	1717	1810
Vehs Exited	1783	1775	1805	1724	1693	1721	1801
Starting Vehs	31	33	44	27	35	37	31
Ending Vehs	34	36	36	36	45	33	40
Travel Distance (mi)	1161	1170	1186	1135	1120	1122	1182
Travel Time (hr)	36.5	37.9	38.5	35.4	34.5	34.7	37.6
Total Delay (hr)	10.3	11.4	11.6	9.8	9.3	9.3	10.9
Total Stops	887	952	983	871	841	869	972
Fuel Used (gal)	40.9	41.3	42.1	39.7	38.9	38.9	41.9

Summary of All Intervals

Run Number	8	9	10	Avg
Start Time	4:30	4:30	4:30	4:30
End Time	5:45	5:45	5:45	5:45
Total Time (min)	75	75	75	75
Time Recorded (min)	60	60	60	60
# of Intervals	2	2	2	2
# of Recorded Intervals	1	1	1	1
Vehs Entered	1791	1786	1849	1777
Vehs Exited	1775	1800	1853	1773
Starting Vehs	28	51	39	35
Ending Vehs	44	37	35	37
Travel Distance (mi)	1171	1181	1216	1164
Travel Time (hr)	36.9	37.2	38.6	36.8
Total Delay (hr)	10.5	10.6	11.1	10.5
Total Stops	938	942	935	919
Fuel Used (gal)	41.0	41.5	42.4	40.9

Interval #0 Information Seeding

Start Time	4:30
End Time	4:45
Total Time (min)	15
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:45
End Time	5:45
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	6	7
Vehs Entered	1786	1778	1797	1733	1703	1717	1810
Vehs Exited	1783	1775	1805	1724	1693	1721	1801
Starting Vehs	31	33	44	27	35	37	31
Ending Vehs	34	36	36	36	45	33	40
Travel Distance (mi)	1161	1170	1186	1135	1120	1122	1182
Travel Time (hr)	36.5	37.9	38.5	35.4	34.5	34.7	37.6
Total Delay (hr)	10.3	11.4	11.6	9.8	9.3	9.3	10.9
Total Stops	887	952	983	871	841	869	972
Fuel Used (gal)	40.9	41.3	42.1	39.7	38.9	38.9	41.9

Interval #1 Information Recording

Start Time	4:45
End Time	5:45
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	8	9	10	Avg
Vehs Entered	1791	1786	1849	1777
Vehs Exited	1775	1800	1853	1773
Starting Vehs	28	51	39	35
Ending Vehs	44	37	35	37
Travel Distance (mi)	1171	1181	1216	1164
Travel Time (hr)	36.9	37.2	38.6	36.8
Total Delay (hr)	10.5	10.6	11.1	10.5
Total Stops	938	942	935	919
Fuel Used (gal)	41.0	41.5	42.4	40.9

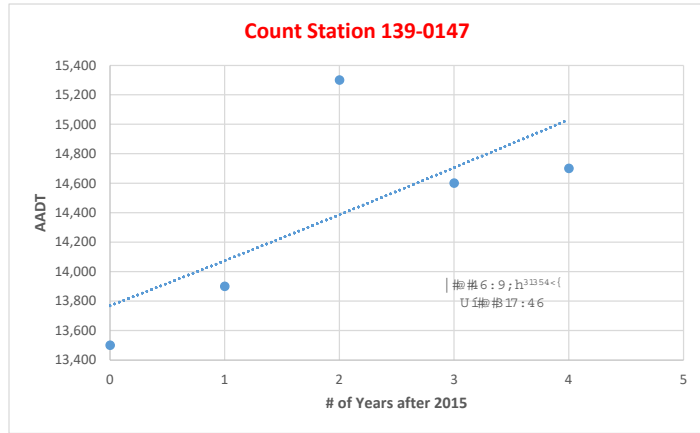
Intersection: 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	R	L	TR	UL	T	T	UL	T	T
Maximum Queue (ft)	83	99	24	68	117	131	201	167	77	129	117
Average Queue (ft)	34	43	1	28	47	55	102	73	28	64	48
95th Queue (ft)	69	83	14	61	91	103	174	144	61	109	97
Link Distance (ft)	1240				1646		1069	1069	2666		2666
Upstream Blk Time (%)											
Queuing Penalty (veh)											
Storage Bay Dist (ft)	215		195		215		360		355		
Storage Blk Time (%)											
Queuing Penalty (veh)											

Appendix E: Growth Rate Analysis Worksheets

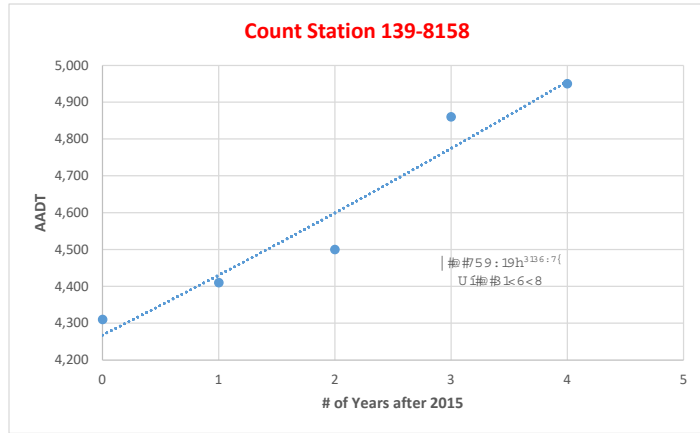
Historic AADT

Roadway		Cleveland Hwy	
Source	GDOT TADA		
Link	https://gdottrafficdata.drakewell.com/site/		
Count Station	139-0147		
Functional Class	Principal Arterial - Other (Urban)		
Year	A/E	AADT	Change % from Last Year
2021	E	12,600	6.8%
2020	A	11,800	-19.7%
2019	E	14,700	0.7%
2018	A	14,600	-4.6%
2017	A	15,300	10.1%
2016	E	13,900	3.0%
2015	E	13,500	Base
Historic Exponential Growth Rate			
From	To	2.19%	
2015	2019		



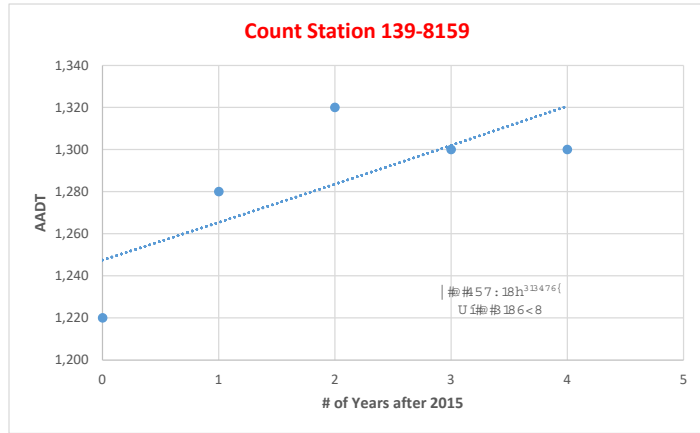
Historic AADT

Roadway		Jim Hood Rd	
Source		GDOT TADA	
Link		https://gdottrafficdata.drakewell.com/site/	
Count Station		139-8158	
Functional Class		Minor Collector (Urban)	
Year	A/E	AADT	Change % from Last Year
2021	E	4,890	6.3%
2020	E	4,600	-7.1%
2019	E	4,950	1.9%
2018	A	4,860	8.0%
2017	E	4,500	2.0%
2016	E	4,410	2.3%
2015	E	4,310	Base
Historic Exponential Growth Rate			
From	To	3.74%	
2015	2019		



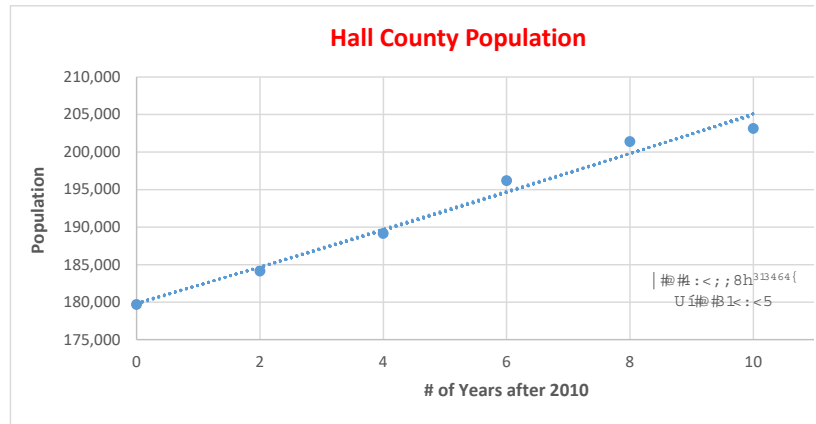
Historic AADT

Roadway	Nopone Rd		
Source	GDOT TADA		
Link	https://gdottrafficdata.drakewell.com/site/		
Count Station	139-8159		
Functional Class	Minor Collector (Rural)		
Year	A/E	AADT	Change % from Last Year
2021	A	1,850	48.0%
2020	E	1,250	-3.8%
2019	E	1,300	0.0%
2018	E	1,300	-1.5%
2017	A	1,320	3.1%
2016	E	1,280	4.9%
2015	E	1,220	Base
Historic Exponential Growth Rate			
From	To		
2015	2019	1.43%	



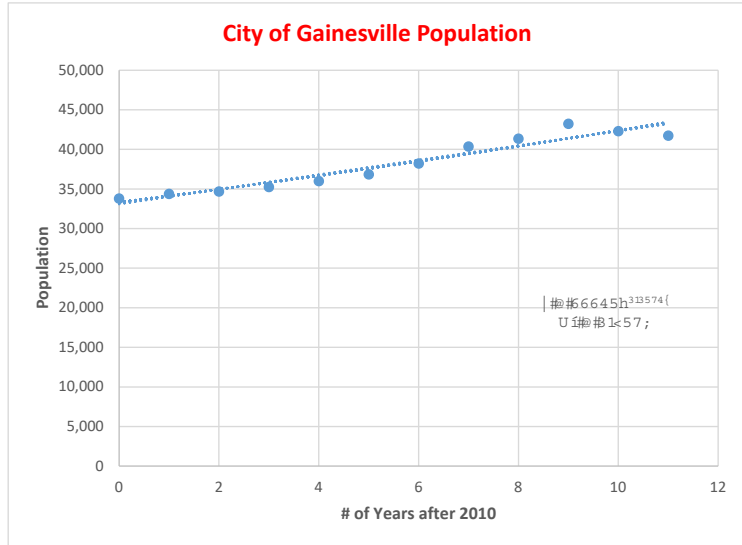
Population Data

Location	Hall County	
Source	US Census	
Year	Population	Change % from Last Year
2020	203,136	0.9%
2018	201,396	2.7%
2016	196,176	3.7%
2014	189,156	2.7%
2012	184,136	2.5%
2010	179,684	Base
Historic Exponential Growth Rate		
From	To	1.31%
2010	2020	



Population Data

Location	City of Gainesville	
Source	US Census	
Year	Population	Change % from Last Year
2021	41,730	-1.3%
2020	42,296	-2.2%
2019	43,232	4.6%
2018	41,350	2.4%
2017	40,366	5.6%
2016	38,214	3.7%
2015	36,849	2.3%
2014	36,006	2.1%
2013	35,257	1.6%
2012	34,691	0.9%
2011	34,374	1.7%
2010	33,804	Base
Historic Exponential Growth Rate		
From	To	2.41%
2010	2021	



Appendix F: Projected Conditions Capacity Analysis Reports

HCM 6th Signalized Intersection Summary
 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Jim Hood Rd in Gainesville GA
 Background 2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (veh/h)	43	45	212	61	82	34	6	185	261	16	12	41
Future Volume (veh/h)	43	45	212	61	82	34	6	185	261	16	12	41
Initial Q (Qb), veh	0	0	0	0	0	0		0	0	0		0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00		1.00		1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1900	1870	1885	1870	1826	1900		1811	1811	1811		1900
Adj Flow Rate, veh/h	45	47	0	64	85	35		193	272	0		43
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96		0.96	0.96	0.96		0.96
Percent Heavy Veh, %	0	2	1	2	5	0		6	6	6		0
Cap, veh/h	265	227		323	173	71		397	1346			541
Arrive On Green	0.03	0.12	0.00	0.04	0.14	0.14		0.11	0.39	0.00		0.04
Sat Flow, veh/h	1810	1870	1598	1781	1229	506		1725	3441	1535		1810
Grp Volume(v), veh/h	45	47	0	64	0	120		193	272	0		43
Grp Sat Flow(s),veh/h/ln	1810	1870	1598	1781	0	1735		1725	1721	1535		1810
Q Serve(g_s), s	1.4	1.5	0.0	2.0	0.0	4.1		4.7	3.4	0.0		1.0
Cycle Q Clear(g_c), s	1.4	1.5	0.0	2.0	0.0	4.1		4.7	3.4	0.0		1.0
Prop In Lane	1.00		1.00	1.00		0.29		1.00		1.00		1.00
Lane Grp Cap(c), veh/h	265	227		323	0	245		397	1346			541
V/C Ratio(X)	0.17	0.21		0.20	0.00	0.49		0.49	0.20			0.08
Avail Cap(c_a), veh/h	772	1014		797	0	672		881	3198			1167
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	1.00		1.00	1.00	0.00		1.00
Uniform Delay (d), s/veh	23.9	25.6	0.0	23.4	0.0	25.6		13.4	13.0	0.0		13.7
Incr Delay (d2), s/veh	0.3	0.6	0.0	0.3	0.0	2.2		0.9	0.1	0.0		0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0
%ile BackOfQ(95%),veh/ln	1.0	1.1	0.0	1.4	0.0	3.0		2.6	1.9	0.0		0.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	24.2	26.2	0.0	23.7	0.0	27.7		14.3	13.1	0.0		13.7
LnGrp LOS	C	C		C	A	C		B	B			B
Approach Vol, veh/h		92			184				465			
Approach Delay, s/veh		25.2			26.3				13.6			
Approach LOS		C			C				B			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	13.6	27.5	9.3	14.1	8.7	32.4	8.0	15.4				
Change Period (Y+Rc), s	* 6.7	7.2	6.5	* 6.3	6.0	7.2	6.1	* 6.3				
Max Green Setting (Gmax), s	* 25	60.0	20.0	* 35	25.0	60.0	20.0	* 25				
Max Q Clear Time (g_c+l1), s	6.7	13.2	4.0	3.5	3.0	5.4	3.4	6.1				
Green Ext Time (p_c), s	0.4	7.2	0.1	0.2	0.1	2.4	0.1	0.7				

Intersection Summary

HCM 6th Ctrl Delay	18.9
HCM 6th LOS	B

Notes

User approved ignoring U-Turning movement.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Unsignalized Delay for [NBR, EBR, SBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary
 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Jim Hood Rd in Gainesville GA
 Background 2024



Movement	SBT	SBR
Lane Configurations	↑↑	↗
Traffic Volume (veh/h)	687	46
Future Volume (veh/h)	687	46
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1796
Adj Flow Rate, veh/h	716	0
Peak Hour Factor	0.96	0.96
Percent Heavy Veh, %	2	7
Cap, veh/h	1120	
Arrive On Green	0.32	0.00
Sat Flow, veh/h	3554	1522
Grp Volume(v), veh/h	716	0
Grp Sat Flow(s),veh/h/ln	1777	1522
Q Serve(g_s), s	11.2	0.0
Cycle Q Clear(g_c), s	11.2	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	1120	
V/C Ratio(X)	0.64	
Avail Cap(c_a), veh/h	3303	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(I)	1.00	0.00
Uniform Delay (d), s/veh	19.0	0.0
Incr Delay (d2), s/veh	0.9	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(95%),veh/ln	6.9	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	19.8	0.0
LnGrp LOS	B	
Approach Vol, veh/h	759	
Approach Delay, s/veh	19.5	
Approach LOS	B	
Timer - Assigned Phs		

HCM 6th Signalized Intersection Summary
 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Jim Hood Rd in Gainesville GA
 Background 2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (veh/h)	55	93	158	50	64	25	4	161	681	86	16	53
Future Volume (veh/h)	55	93	158	50	64	25	4	161	681	86	16	53
Initial Q (Qb), veh	0	0	0	0	0	0		0	0	0		0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00		1.00		1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1811	1885	1841	1900	1870	1841		1870	1885	1900		1870
Adj Flow Rate, veh/h	59	100	0	54	69	27		173	732	0		57
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93		0.93	0.93	0.93		0.93
Percent Heavy Veh, %	6	1	4	0	2	4		2	1	0		2
Cap, veh/h	303	254		301	176	69		500	1191			332
Arrive On Green	0.04	0.13	0.00	0.04	0.14	0.14		0.10	0.33	0.00		0.05
Sat Flow, veh/h	1725	1885	1560	1810	1280	501		1781	3582	1610		1781
Grp Volume(v), veh/h	59	100	0	54	0	96		173	732	0		57
Grp Sat Flow(s),veh/h/ln	1725	1885	1560	1810	0	1780		1781	1791	1610		1781
Q Serve(g_s), s	1.7	2.8	0.0	1.5	0.0	2.9		3.9	10.0	0.0		1.3
Cycle Q Clear(g_c), s	1.7	2.8	0.0	1.5	0.0	2.9		3.9	10.0	0.0		1.3
Prop In Lane	1.00		1.00	1.00		0.28		1.00		1.00		1.00
Lane Grp Cap(c), veh/h	303	254		301	0	244		500	1191			332
V/C Ratio(X)	0.19	0.39		0.18	0.00	0.39		0.35	0.61			0.17
Avail Cap(c_a), veh/h	825	1130		857	0	762		1082	3681			1003
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	1.00		1.00	1.00	0.00		1.00
Uniform Delay (d), s/veh	20.6	23.1	0.0	20.8	0.0	23.0		13.0	16.3	0.0		14.2
Incr Delay (d2), s/veh	0.3	1.4	0.0	0.3	0.0	1.5		0.4	0.7	0.0		0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0
%ile BackOfQ(95%),veh/ln	1.1	2.2	0.0	1.0	0.0	2.1		2.2	5.9	0.0		0.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	21.0	24.5	0.0	21.1	0.0	24.4		13.4	17.1	0.0		14.5
LnGrp LOS	C	C		C	A	C		B	B			B
Approach Vol, veh/h		159			150				905			
Approach Delay, s/veh		23.2			23.2				16.4			
Approach LOS		C			C				B			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	12.7	23.0	8.6	14.2	9.0	26.6	8.4	14.3				
Change Period (Y+Rc), s	* 6.7	7.2	6.5	* 6.3	6.0	7.2	6.1	* 6.3				
Max Green Setting (Gmax), s	* 25	60.0	20.0	* 35	25.0	60.0	20.0	* 25				
Max Q Clear Time (g_c+l1), s	5.9	6.7	3.5	4.8	3.3	12.0	3.7	4.9				
Green Ext Time (p_c), s	0.4	3.1	0.1	0.7	0.1	7.4	0.1	0.5				

Intersection Summary

HCM 6th Ctrl Delay	17.9
HCM 6th LOS	B

Notes

User approved ignoring U-Turning movement.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Unsignalized Delay for [NBR, EBR, SBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary
 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Jim Hood Rd in Gainesville GA
 Background 2024



Movement	SBT	SBR
Lane Configurations	↑↑	↗
Traffic Volume (veh/h)	325	35
Future Volume (veh/h)	325	35
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1841	1811
Adj Flow Rate, veh/h	349	0
Peak Hour Factor	0.93	0.93
Percent Heavy Veh, %	4	6
Cap, veh/h	945	
Arrive On Green	0.27	0.00
Sat Flow, veh/h	3497	1535
Grp Volume(v), veh/h	349	0
Grp Sat Flow(s),veh/h/ln	1749	1535
Q Serve(g_s), s	4.7	0.0
Cycle Q Clear(g_c), s	4.7	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	945	
V/C Ratio(X)	0.37	
Avail Cap(c_a), veh/h	3594	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(l)	1.00	0.00
Uniform Delay (d), s/veh	17.3	0.0
Incr Delay (d2), s/veh	0.3	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(95%),veh/ln	2.8	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	17.6	0.0
LnGrp LOS	B	
Approach Vol, veh/h	406	
Approach Delay, s/veh	17.2	
Approach LOS	B	
Timer - Assigned Phs		

HCM 6th Signalized Intersection Summary
 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Jim Hood Rd in Gainesville GA
 Build 2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (veh/h)	46	45	222	64	82	34	18	196	276	19	12	41
Future Volume (veh/h)	46	45	222	64	82	34	18	196	276	19	12	41
Initial Q (Qb), veh	0	0	0	0	0	0		0	0	0		0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00		1.00		1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1900	1870	1885	1870	1826	1900		1811	1811	1811		1900
Adj Flow Rate, veh/h	48	47	0	67	85	35		204	288	0		43
Peak Hour Factor	0.96	0.96	0.96	0.96	0.96	0.96		0.96	0.96	0.96		0.96
Percent Heavy Veh, %	0	2	1	2	5	0		6	6	6		0
Cap, veh/h	265	223		322	171	70		400	1368			537
Arrive On Green	0.03	0.12	0.00	0.05	0.14	0.14		0.11	0.40	0.00		0.04
Sat Flow, veh/h	1810	1870	1598	1781	1229	506		1725	3441	1535		1810
Grp Volume(v), veh/h	48	47	0	67	0	120		204	288	0		43
Grp Sat Flow(s),veh/h/ln	1810	1870	1598	1781	0	1735		1725	1721	1535		1810
Q Serve(g_s), s	1.5	1.5	0.0	2.1	0.0	4.2		5.0	3.6	0.0		1.0
Cycle Q Clear(g_c), s	1.5	1.5	0.0	2.1	0.0	4.2		5.0	3.6	0.0		1.0
Prop In Lane	1.00		1.00	1.00		0.29		1.00		1.00		1.00
Lane Grp Cap(c), veh/h	265	223		322	0	242		400	1368			537
V/C Ratio(X)	0.18	0.21		0.21	0.00	0.50		0.51	0.21			0.08
Avail Cap(c_a), veh/h	758	997		784	0	660		866	3144			1151
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	1.00		1.00	1.00	0.00		1.00
Uniform Delay (d), s/veh	24.4	26.1	0.0	23.8	0.0	26.1		13.4	13.0	0.0		13.8
Incr Delay (d2), s/veh	0.3	0.7	0.0	0.3	0.0	2.2		1.0	0.1	0.0		0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0
%ile BackOfQ(95%),veh/ln	1.1	1.2	0.0	1.5	0.0	3.1		2.8	2.0	0.0		0.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	24.7	26.8	0.0	24.1	0.0	28.4		14.4	13.1	0.0		13.9
LnGrp LOS	C	C		C	A	C		B	B			B
Approach Vol, veh/h		95			187				492			
Approach Delay, s/veh		25.7			26.8				13.6			
Approach LOS		C			C				B			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	14.0	28.1	9.5	14.1	8.7	33.3	8.2	15.4				
Change Period (Y+Rc), s	* 6.7	7.2	6.5	* 6.3	6.0	7.2	6.1	* 6.3				
Max Green Setting (Gmax), s	* 25	60.0	20.0	* 35	25.0	60.0	20.0	* 25				
Max Q Clear Time (g_c+l1), s	7.0	13.5	4.1	3.5	3.0	5.6	3.5	6.2				
Green Ext Time (p_c), s	0.5	7.3	0.1	0.2	0.1	2.5	0.1	0.7				

Intersection Summary

HCM 6th Ctrl Delay	19.0
HCM 6th LOS	B

Notes

User approved ignoring U-Turning movement.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Unsignalized Delay for [NBR, EBR, SBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary
 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Jim Hood Rd in Gainesville GA
 Build 2024



Movement	SBT	SBR
Lane Configurations	↑↑	↗
Traffic Volume (veh/h)	699	55
Future Volume (veh/h)	699	55
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1870	1796
Adj Flow Rate, veh/h	728	0
Peak Hour Factor	0.96	0.96
Percent Heavy Veh, %	2	7
Cap, veh/h	1130	
Arrive On Green	0.32	0.00
Sat Flow, veh/h	3554	1522
Grp Volume(v), veh/h	728	0
Grp Sat Flow(s),veh/h/ln	1777	1522
Q Serve(g_s), s	11.5	0.0
Cycle Q Clear(g_c), s	11.5	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	1130	
V/C Ratio(X)	0.64	
Avail Cap(c_a), veh/h	3247	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(l)	1.00	0.00
Uniform Delay (d), s/veh	19.2	0.0
Incr Delay (d2), s/veh	0.9	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(95%),veh/ln	7.2	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	20.1	0.0
LnGrp LOS	C	
Approach Vol, veh/h	771	
Approach Delay, s/veh	19.8	
Approach LOS	B	
Timer - Assigned Phs		

Intersection						
Int Delay, s/veh	1					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑	↑	↑	↑	↑
Traffic Vol, veh/h	288	24	26	307	15	25
Future Vol, veh/h	288	24	26	307	15	25
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	175	235	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	313	26	28	334	16	27
Major/Minor	Major1	Major2	Minor1			
Conflicting Flow All	0	0	339	0	703	313
Stage 1	-	-	-	-	313	-
Stage 2	-	-	-	-	390	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1220	-	404	727
Stage 1	-	-	-	-	741	-
Stage 2	-	-	-	-	684	-
Platoon blocked, %	-	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1220	-	395	727
Mov Cap-2 Maneuver	-	-	-	-	395	-
Stage 1	-	-	-	-	741	-
Stage 2	-	-	-	-	668	-
Approach	EB	WB	NB			
HCM Control Delay, s	0	0.6	12.1			
HCM LOS	B					
Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT	
Capacity (veh/h)	553	-	-	1220	-	
HCM Lane V/C Ratio	0.079	-	-	0.023	-	
HCM Control Delay (s)	12.1	-	-	8	-	
HCM Lane LOS	B	-	-	A	-	
HCM 95th %tile Q(veh)	0.3	-	-	0.1	-	

Intersection

Int Delay, s/veh 0.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↕↕	↕↕	↗
Traffic Vol, veh/h	0	70	0	509	934	69
Future Vol, veh/h	0	70	0	509	934	69
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	250
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	76	0	553	1015	75

Major/Minor

	Minor2	Major1	Major2
Conflicting Flow All	- 508	- 0	- 0
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -
Critical Hdwy	- 6.94	- -	- -
Critical Hdwy Stg 1	- -	- -	- -
Critical Hdwy Stg 2	- -	- -	- -
Follow-up Hdwy	- 3.32	- -	- -
Pot Cap-1 Maneuver	0 510	0 -	- -
Stage 1	0 -	0 -	- -
Stage 2	0 -	0 -	- -
Platoon blocked, %		- -	- -
Mov Cap-1 Maneuver	- 510	- -	- -
Mov Cap-2 Maneuver	- -	- -	- -
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -

Approach

	EB	NB	SB
HCM Control Delay, s	13.3	0	0
HCM LOS	B		

Minor Lane/Major Mvmt

	NBTEBLn1	SBT	SBR
Capacity (veh/h)	- 510	- -	- -
HCM Lane V/C Ratio	- 0.149	- -	- -
HCM Control Delay (s)	- 13.3	- -	- -
HCM Lane LOS	- B	- -	- -
HCM 95th %tile Q(veh)	- 0.5	- -	- -

HCM 6th Signalized Intersection Summary
 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Jim Hood Rd in Gainesville GA
 Build 2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBU	NBL	NBT	NBR	SBU	SBL
Lane Configurations												
Traffic Volume (veh/h)	59	93	174	54	64	25	21	178	705	90	16	53
Future Volume (veh/h)	59	93	174	54	64	25	21	178	705	90	16	53
Initial Q (Qb), veh	0	0	0	0	0	0		0	0	0		0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00		1.00		1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
Work Zone On Approach		No			No			No				
Adj Sat Flow, veh/h/ln	1811	1885	1841	1900	1870	1841		1870	1885	1900		1870
Adj Flow Rate, veh/h	63	100	0	58	69	27		191	758	0		57
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93		0.93	0.93	0.93		0.93
Percent Heavy Veh, %	6	1	4	0	2	4		2	1	0		2
Cap, veh/h	303	250		301	173	68		504	1220			328
Arrive On Green	0.04	0.13	0.00	0.04	0.13	0.13		0.11	0.34	0.00		0.05
Sat Flow, veh/h	1725	1885	1560	1810	1280	501		1781	3582	1610		1781
Grp Volume(v), veh/h	63	100	0	58	0	96		191	758	0		57
Grp Sat Flow(s),veh/h/ln	1725	1885	1560	1810	0	1780		1781	1791	1610		1781
Q Serve(g_s), s	1.9	2.9	0.0	1.6	0.0	2.9		4.4	10.5	0.0		1.3
Cycle Q Clear(g_c), s	1.9	2.9	0.0	1.6	0.0	2.9		4.4	10.5	0.0		1.3
Prop In Lane	1.00		1.00	1.00		0.28		1.00		1.00		1.00
Lane Grp Cap(c), veh/h	303	250		301	0	240		504	1220			328
V/C Ratio(X)	0.21	0.40		0.19	0.00	0.40		0.38	0.62			0.17
Avail Cap(c_a), veh/h	808	1109		840	0	748		1056	3612			985
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00		1.00
Upstream Filter(I)	1.00	1.00	0.00	1.00	0.00	1.00		1.00	1.00	0.00		1.00
Uniform Delay (d), s/veh	21.1	23.6	0.0	21.2	0.0	23.5		13.1	16.4	0.0		14.5
Incr Delay (d2), s/veh	0.3	1.5	0.0	0.3	0.0	1.5		0.5	0.7	0.0		0.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	0.0		0.0
%ile BackOfQ(95%),veh/ln	1.2	2.2	0.0	1.1	0.0	2.1		2.5	6.2	0.0		0.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	21.4	25.1	0.0	21.5	0.0	25.1		13.5	17.1	0.0		14.8
LnGrp LOS	C	C		C	A	C		B	B			B
Approach Vol, veh/h		163			154				949			
Approach Delay, s/veh		23.7			23.7				16.4			
Approach LOS		C			C				B			
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	13.3	23.2	8.8	14.2	9.1	27.5	8.7	14.3				
Change Period (Y+Rc), s	* 6.7	7.2	6.5	* 6.3	6.0	7.2	6.1	* 6.3				
Max Green Setting (Gmax), s	* 25	60.0	20.0	* 35	25.0	60.0	20.0	* 25				
Max Q Clear Time (g_c+l1), s	6.4	7.1	3.6	4.9	3.3	12.5	3.9	4.9				
Green Ext Time (p_c), s	0.4	3.3	0.1	0.7	0.1	7.7	0.1	0.5				

Intersection Summary

HCM 6th Ctrl Delay	18.1
HCM 6th LOS	B

Notes

User approved ignoring U-Turning movement.

* HCM 6th computational engine requires equal clearance times for the phases crossing the barrier.

Unsignalized Delay for [NBR, EBR, SBR] is excluded from calculations of the approach delay and intersection delay.

HCM 6th Signalized Intersection Summary
 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Jim Hood Rd in Gainesville GA
 Build 2024



Movement	SBT	SBR
Lane Configurations	↑↑	↗
Traffic Volume (veh/h)	342	48
Future Volume (veh/h)	342	48
Initial Q (Qb), veh	0	0
Ped-Bike Adj(A_pbT)		1.00
Parking Bus, Adj	1.00	1.00
Work Zone On Approach	No	
Adj Sat Flow, veh/h/ln	1841	1811
Adj Flow Rate, veh/h	368	0
Peak Hour Factor	0.93	0.93
Percent Heavy Veh, %	4	6
Cap, veh/h	943	
Arrive On Green	0.27	0.00
Sat Flow, veh/h	3497	1535
Grp Volume(v), veh/h	368	0
Grp Sat Flow(s),veh/h/ln	1749	1535
Q Serve(g_s), s	5.1	0.0
Cycle Q Clear(g_c), s	5.1	0.0
Prop In Lane		1.00
Lane Grp Cap(c), veh/h	943	
V/C Ratio(X)	0.39	
Avail Cap(c_a), veh/h	3526	
HCM Platoon Ratio	1.00	1.00
Upstream Filter(l)	1.00	0.00
Uniform Delay (d), s/veh	17.7	0.0
Incr Delay (d2), s/veh	0.4	0.0
Initial Q Delay(d3),s/veh	0.0	0.0
%ile BackOfQ(95%),veh/ln	3.1	0.0
Unsig. Movement Delay, s/veh		
LnGrp Delay(d),s/veh	18.1	0.0
LnGrp LOS	B	
Approach Vol, veh/h	425	
Approach Delay, s/veh	17.7	
Approach LOS	B	
Timer - Assigned Phs		

Intersection

Int Delay, s/veh 1.6

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑	↑	↑	↑	↑
Traffic Vol, veh/h	287	36	39	251	25	38
Future Vol, veh/h	287	36	39	251	25	38
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	175	235	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	312	39	42	273	27	41

Major/Minor

	Major1	Major2	Minor1		
Conflicting Flow All	0	0	351	0	669 312
Stage 1	-	-	-	-	312 -
Stage 2	-	-	-	-	357 -
Critical Hdwy	-	-	4.12	-	6.42 6.22
Critical Hdwy Stg 1	-	-	-	-	5.42 -
Critical Hdwy Stg 2	-	-	-	-	5.42 -
Follow-up Hdwy	-	-	2.218	-	3.518 3.318
Pot Cap-1 Maneuver	-	-	1208	-	423 728
Stage 1	-	-	-	-	742 -
Stage 2	-	-	-	-	708 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1208	-	408 728
Mov Cap-2 Maneuver	-	-	-	-	408 -
Stage 1	-	-	-	-	742 -
Stage 2	-	-	-	-	683 -

Approach

	EB	WB	NB
HCM Control Delay, s	0	1.1	12.4
HCM LOS			B

Minor Lane/Major Mvmt

	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	555	-	-	1208	-
HCM Lane V/C Ratio	0.123	-	-	0.035	-
HCM Control Delay (s)	12.4	-	-	8.1	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.4	-	-	0.1	-

Intersection

Int Delay, s/veh 0.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations		↗		↕↕	↕↕	↗
Traffic Vol, veh/h	0	107	0	994	487	104
Future Vol, veh/h	0	107	0	994	487	104
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	250
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	116	0	1080	529	113

Major/Minor

	Minor2	Major1	Major2
Conflicting Flow All	- 265	- 0	- 0
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -
Critical Hdwy	- 6.94	- -	- -
Critical Hdwy Stg 1	- -	- -	- -
Critical Hdwy Stg 2	- -	- -	- -
Follow-up Hdwy	- 3.32	- -	- -
Pot Cap-1 Maneuver	0 733	0 -	- -
Stage 1	0 -	0 -	- -
Stage 2	0 -	0 -	- -
Platoon blocked, %		- -	- -
Mov Cap-1 Maneuver	- 733	- -	- -
Mov Cap-2 Maneuver	- -	- -	- -
Stage 1	- -	- -	- -
Stage 2	- -	- -	- -

Approach

	EB	NB	SB
HCM Control Delay, s	10.8	0	0
HCM LOS	B		

Minor Lane/Major Mvmt

	NBTEBLn1	SBT	SBR
Capacity (veh/h)	- 733	- -	- -
HCM Lane V/C Ratio	- 0.159	- -	- -
HCM Control Delay (s)	- 10.8	- -	- -
HCM Lane LOS	- B	- -	- -
HCM 95th %tile Q(veh)	- 0.6	- -	- -

Appendix G: Projected Conditions Queue Analysis Reports

Summary of All Intervals

Run Number	1	2	3	4	5	6	7
Start Time	7:00	7:00	7:00	7:00	7:00	7:00	7:00
End Time	8:15	8:15	8:15	8:15	8:15	8:15	8:15
Total Time (min)	75	75	75	75	75	75	75
Time Recorded (min)	60	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1	1
Vehs Entered	1746	1776	1691	1700	1680	1735	1751
Vehs Exited	1755	1780	1712	1691	1683	1753	1748
Starting Vehs	40	33	52	30	40	44	29
Ending Vehs	31	29	31	39	37	26	32
Travel Distance (mi)	1131	1154	1106	1092	1096	1134	1141
Travel Time (hr)	36.9	38.3	35.6	34.9	35.2	36.2	36.9
Total Delay (hr)	11.5	12.5	11.0	10.5	10.8	10.9	11.6
Total Stops	1021	1068	982	935	932	964	1017
Fuel Used (gal)	40.6	41.8	39.4	38.8	39.0	40.0	41.0

Summary of All Intervals

Run Number	8	9	10	Avg
Start Time	7:00	7:00	7:00	7:00
End Time	8:15	8:15	8:15	8:15
Total Time (min)	75	75	75	75
Time Recorded (min)	60	60	60	60
# of Intervals	2	2	2	2
# of Recorded Intervals	1	1	1	1
Vehs Entered	1754	1720	1674	1722
Vehs Exited	1743	1722	1683	1728
Starting Vehs	30	43	44	38
Ending Vehs	41	41	35	32
Travel Distance (mi)	1132	1120	1076	1118
Travel Time (hr)	36.7	35.1	34.2	36.0
Total Delay (hr)	11.3	10.3	10.1	11.0
Total Stops	1004	952	940	980
Fuel Used (gal)	40.3	39.5	38.5	39.9

Interval #0 Information Seeding

Start Time	7:00
End Time	7:15
Total Time (min)	15
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:15
End Time	8:15
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	6	7
Vehs Entered	1746	1776	1691	1700	1680	1735	1751
Vehs Exited	1755	1780	1712	1691	1683	1753	1748
Starting Vehs	40	33	52	30	40	44	29
Ending Vehs	31	29	31	39	37	26	32
Travel Distance (mi)	1131	1154	1106	1092	1096	1134	1141
Travel Time (hr)	36.9	38.3	35.6	34.9	35.2	36.2	36.9
Total Delay (hr)	11.5	12.5	11.0	10.5	10.8	10.9	11.6
Total Stops	1021	1068	982	935	932	964	1017
Fuel Used (gal)	40.6	41.8	39.4	38.8	39.0	40.0	41.0

Interval #1 Information Recording

Start Time	7:15
End Time	8:15
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	8	9	10	Avg
Vehs Entered	1754	1720	1674	1722
Vehs Exited	1743	1722	1683	1728
Starting Vehs	30	43	44	38
Ending Vehs	41	41	35	32
Travel Distance (mi)	1132	1120	1076	1118
Travel Time (hr)	36.7	35.1	34.2	36.0
Total Delay (hr)	11.3	10.3	10.1	11.0
Total Stops	1004	952	940	980
Fuel Used (gal)	40.3	39.5	38.5	39.9

Intersection: 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB	
Directions Served	L	T	R	L	TR	UL	T	T	UL	T	T	
Maximum Queue (ft)	67	72	80	82	157	162	119	88	59	212	207	
Average Queue (ft)	26	26	7	33	62	74	44	28	18	120	109	
95th Queue (ft)	58	59	42	68	123	132	91	65	44	188	181	
Link Distance (ft)	1240				1646		1069	1069	2666		2666	
Upstream Blk Time (%)												
Queuing Penalty (veh)												
Storage Bay Dist (ft)	215		195	215	360			355				
Storage Blk Time (%)					0				0			
Queuing Penalty (veh)					0				0			

Summary of All Intervals

Run Number	1	2	3	4	5	6	7
Start Time	4:30	4:30	4:30	4:30	4:30	4:30	4:30
End Time	5:45	5:45	5:45	5:45	5:45	5:45	5:45
Total Time (min)	75	75	75	75	75	75	75
Time Recorded (min)	60	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1	1
Vehs Entered	1814	1814	1792	1728	1762	1805	1864
Vehs Exited	1819	1826	1807	1739	1754	1810	1856
Starting Vehs	33	35	39	45	46	41	30
Ending Vehs	28	23	24	34	54	36	38
Travel Distance (mi)	1194	1192	1186	1137	1157	1186	1217
Travel Time (hr)	37.3	38.3	37.8	35.4	36.2	36.7	38.2
Total Delay (hr)	10.4	11.3	11.0	9.7	10.1	9.9	10.7
Total Stops	931	999	988	866	918	899	966
Fuel Used (gal)	41.9	42.6	41.6	39.5	40.7	41.5	42.6

Summary of All Intervals

Run Number	8	9	10	Avg
Start Time	4:30	4:30	4:30	4:30
End Time	5:45	5:45	5:45	5:45
Total Time (min)	75	75	75	75
Time Recorded (min)	60	60	60	60
# of Intervals	2	2	2	2
# of Recorded Intervals	1	1	1	1
Vehs Entered	1785	1771	1873	1801
Vehs Exited	1789	1754	1879	1803
Starting Vehs	34	24	40	37
Ending Vehs	30	41	34	34
Travel Distance (mi)	1175	1165	1228	1184
Travel Time (hr)	37.0	36.6	39.1	37.3
Total Delay (hr)	10.5	10.4	11.3	10.5
Total Stops	918	902	987	936
Fuel Used (gal)	41.0	40.3	43.0	41.5

Interval #0 Information Seeding

Start Time	4:30
End Time	4:45
Total Time (min)	15
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:45
End Time	5:45
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	6	7
Vehs Entered	1814	1814	1792	1728	1762	1805	1864
Vehs Exited	1819	1826	1807	1739	1754	1810	1856
Starting Vehs	33	35	39	45	46	41	30
Ending Vehs	28	23	24	34	54	36	38
Travel Distance (mi)	1194	1192	1186	1137	1157	1186	1217
Travel Time (hr)	37.3	38.3	37.8	35.4	36.2	36.7	38.2
Total Delay (hr)	10.4	11.3	11.0	9.7	10.1	9.9	10.7
Total Stops	931	999	988	866	918	899	966
Fuel Used (gal)	41.9	42.6	41.6	39.5	40.7	41.5	42.6

Interval #1 Information Recording

Start Time	4:45
End Time	5:45
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	8	9	10	Avg
Vehs Entered	1785	1771	1873	1801
Vehs Exited	1789	1754	1879	1803
Starting Vehs	34	24	40	37
Ending Vehs	30	41	34	34
Travel Distance (mi)	1175	1165	1228	1184
Travel Time (hr)	37.0	36.6	39.1	37.3
Total Delay (hr)	10.5	10.4	11.3	10.5
Total Stops	918	902	987	936
Fuel Used (gal)	41.0	40.3	43.0	41.5

Intersection: 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	R	L	TR	UL	T	T	UL	T	T
Maximum Queue (ft)	79	100	6	78	111	122	187	157	81	141	127
Average Queue (ft)	31	41	0	29	47	54	100	78	30	68	53
95th Queue (ft)	65	83	5	64	94	102	165	142	64	120	105
Link Distance (ft)	1240			1646			1069	1069		2666	2666
Upstream Blk Time (%)											
Queuing Penalty (veh)											
Storage Bay Dist (ft)	215		195		215		360		355		
Storage Blk Time (%)											
Queuing Penalty (veh)											

Summary of All Intervals

Run Number	1	2	3	4	5	6	7
Start Time	7:00	7:00	7:00	7:00	7:00	7:00	7:00
End Time	8:15	8:15	8:15	8:15	8:15	8:15	8:15
Total Time (min)	75	75	75	75	75	75	75
Time Recorded (min)	60	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1	1
Vehs Entered	1911	1985	1927	1893	1939	1922	1980
Vehs Exited	1914	1972	1909	1893	1946	1917	1986
Starting Vehs	36	35	37	36	42	37	32
Ending Vehs	33	48	55	36	35	42	26
Travel Distance (mi)	1134	1164	1135	1114	1160	1132	1170
Travel Time (hr)	36.8	39.4	37.8	37.5	38.0	38.3	38.1
Total Delay (hr)	11.0	12.9	11.9	11.9	11.7	12.5	11.5
Total Stops	1110	1214	1171	1171	1157	1176	1115
Fuel Used (gal)	41.5	43.3	41.8	41.3	42.4	42.0	42.7

Summary of All Intervals

Run Number	8	9	10	Avg
Start Time	7:00	7:00	7:00	7:00
End Time	8:15	8:15	8:15	8:15
Total Time (min)	75	75	75	75
Time Recorded (min)	60	60	60	60
# of Intervals	2	2	2	2
# of Recorded Intervals	1	1	1	1
Vehs Entered	1975	1972	1949	1945
Vehs Exited	1975	1965	1943	1942
Starting Vehs	36	34	31	34
Ending Vehs	36	41	37	37
Travel Distance (mi)	1171	1158	1159	1150
Travel Time (hr)	38.5	38.7	38.6	38.2
Total Delay (hr)	11.7	12.4	12.4	12.0
Total Stops	1193	1201	1142	1165
Fuel Used (gal)	42.7	42.8	42.9	42.3

Interval #0 Information Seeding

Start Time	7:00
End Time	7:15
Total Time (min)	15
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	7:15
End Time	8:15
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	6	7
Vehs Entered	1911	1985	1927	1893	1939	1922	1980
Vehs Exited	1914	1972	1909	1893	1946	1917	1986
Starting Vehs	36	35	37	36	42	37	32
Ending Vehs	33	48	55	36	35	42	26
Travel Distance (mi)	1134	1164	1135	1114	1160	1132	1170
Travel Time (hr)	36.8	39.4	37.8	37.5	38.0	38.3	38.1
Total Delay (hr)	11.0	12.9	11.9	11.9	11.7	12.5	11.5
Total Stops	1110	1214	1171	1171	1157	1176	1115
Fuel Used (gal)	41.5	43.3	41.8	41.3	42.4	42.0	42.7

Interval #1 Information Recording

Start Time	7:15
End Time	8:15
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	8	9	10	Avg
Vehs Entered	1975	1972	1949	1945
Vehs Exited	1975	1965	1943	1942
Starting Vehs	36	34	31	34
Ending Vehs	36	41	37	37
Travel Distance (mi)	1171	1158	1159	1150
Travel Time (hr)	38.5	38.7	38.6	38.2
Total Delay (hr)	11.7	12.4	12.4	12.0
Total Stops	1193	1201	1142	1165
Fuel Used (gal)	42.7	42.8	42.9	42.3

Intersection: 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	R	L	TR	UL	T	T	UL	T	T
Maximum Queue (ft)	74	76	39	87	144	191	144	112	47	236	244
Average Queue (ft)	29	27	3	38	61	85	61	27	19	130	119
95th Queue (ft)	62	60	30	76	116	150	114	78	42	207	200
Link Distance (ft)		279			1655		422	422		2665	2665
Upstream Blk Time (%)											
Queuing Penalty (veh)											
Storage Bay Dist (ft)	215		195	215		360			355		
Storage Blk Time (%)						0					0
Queuing Penalty (veh)						0					0

Intersection: 2: Driveway A & Jim Hood Rd

Movement	WB	NB
Directions Served	L	LR
Maximum Queue (ft)	33	48
Average Queue (ft)	8	18
95th Queue (ft)	31	39
Link Distance (ft)		329
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	235	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Cleveland Hwy (SR 11) & Driveway B

Movement	EB
Directions Served	R
Maximum Queue (ft)	57
Average Queue (ft)	24
95th Queue (ft)	47
Link Distance (ft)	304
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 0

Summary of All Intervals

Run Number	1	2	3	4	5	6	7
Start Time	4:30	4:30	4:30	4:30	4:30	4:30	4:30
End Time	5:45	5:45	5:45	5:45	5:45	5:45	5:45
Total Time (min)	75	75	75	75	75	75	75
Time Recorded (min)	60	60	60	60	60	60	60
# of Intervals	2	2	2	2	2	2	2
# of Recorded Intervals	1	1	1	1	1	1	1
Vehs Entered	2062	2176	2105	2062	2049	2191	2124
Vehs Exited	2067	2161	2105	2058	2059	2184	2127
Starting Vehs	45	27	53	36	40	44	37
Ending Vehs	40	42	53	40	30	51	34
Travel Distance (mi)	1204	1288	1246	1213	1224	1284	1264
Travel Time (hr)	39.0	41.3	41.0	39.9	39.9	41.6	41.5
Total Delay (hr)	11.2	11.6	12.2	11.9	11.6	11.9	12.3
Total Stops	1194	1233	1239	1236	1196	1263	1248
Fuel Used (gal)	42.8	45.5	44.5	43.0	42.9	46.2	44.9

Summary of All Intervals

Run Number	8	9	10	Avg
Start Time	4:30	4:30	4:30	4:30
End Time	5:45	5:45	5:45	5:45
Total Time (min)	75	75	75	75
Time Recorded (min)	60	60	60	60
# of Intervals	2	2	2	2
# of Recorded Intervals	1	1	1	1
Vehs Entered	2088	2105	2209	2118
Vehs Exited	2077	2101	2199	2114
Starting Vehs	34	35	32	35
Ending Vehs	45	39	42	41
Travel Distance (mi)	1217	1242	1309	1249
Travel Time (hr)	39.6	41.0	43.0	40.8
Total Delay (hr)	11.6	12.2	12.7	11.9
Total Stops	1252	1269	1264	1240
Fuel Used (gal)	44.0	44.8	46.5	44.5

Interval #0 Information Seeding

Start Time	4:30
End Time	4:45
Total Time (min)	15
Volumes adjusted by Growth Factors.	
No data recorded this interval.	

Interval #1 Information Recording

Start Time	4:45
End Time	5:45
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	1	2	3	4	5	6	7
Vehs Entered	2062	2176	2105	2062	2049	2191	2124
Vehs Exited	2067	2161	2105	2058	2059	2184	2127
Starting Vehs	45	27	53	36	40	44	37
Ending Vehs	40	42	53	40	30	51	34
Travel Distance (mi)	1204	1288	1246	1213	1224	1284	1264
Travel Time (hr)	39.0	41.3	41.0	39.9	39.9	41.6	41.5
Total Delay (hr)	11.2	11.6	12.2	11.9	11.6	11.9	12.3
Total Stops	1194	1233	1239	1236	1196	1263	1248
Fuel Used (gal)	42.8	45.5	44.5	43.0	42.9	46.2	44.9

Interval #1 Information Recording

Start Time	4:45
End Time	5:45
Total Time (min)	60

Volumes adjusted by Growth Factors.

Run Number	8	9	10	Avg
Vehs Entered	2088	2105	2209	2118
Vehs Exited	2077	2101	2199	2114
Starting Vehs	34	35	32	35
Ending Vehs	45	39	42	41
Travel Distance (mi)	1217	1242	1309	1249
Travel Time (hr)	39.6	41.0	43.0	40.8
Total Delay (hr)	11.6	12.2	12.7	11.9
Total Stops	1252	1269	1264	1240
Fuel Used (gal)	44.0	44.8	46.5	44.5

Intersection: 1: Cleveland Hwy (SR 11) & Jim Hood Rd/Nopone Rd

Movement	EB	EB	EB	WB	WB	NB	NB	NB	SB	SB	SB
Directions Served	L	T	R	L	TR	UL	T	T	UL	T	T
Maximum Queue (ft)	91	103	21	81	102	155	203	178	80	140	136
Average Queue (ft)	34	48	1	33	46	69	116	86	31	64	59
95th Queue (ft)	70	92	14	69	87	123	185	154	65	112	108
Link Distance (ft)		279			1655		422	422		2665	2665
Upstream Blk Time (%)											
Queuing Penalty (veh)											
Storage Bay Dist (ft)	215		195	215		360			355		
Storage Blk Time (%)											
Queuing Penalty (veh)											

Intersection: 2: Driveway A & Jim Hood Rd

Movement	WB	NB
Directions Served	L	LR
Maximum Queue (ft)	53	58
Average Queue (ft)	11	25
95th Queue (ft)	39	46
Link Distance (ft)		329
Upstream Blk Time (%)		
Queuing Penalty (veh)		
Storage Bay Dist (ft)	235	
Storage Blk Time (%)		
Queuing Penalty (veh)		

Intersection: 3: Cleveland Hwy (SR 11) & Driveway B

Movement	EB
Directions Served	R
Maximum Queue (ft)	67
Average Queue (ft)	30
95th Queue (ft)	52
Link Distance (ft)	304
Upstream Blk Time (%)	
Queuing Penalty (veh)	
Storage Bay Dist (ft)	
Storage Blk Time (%)	
Queuing Penalty (veh)	

Network Summary

Network wide Queuing Penalty: 0

Appendix H: ITE Trip Generation Sheets

Land Use: 850 Supermarket

Description

A supermarket is a free-standing retail store that sells a complete assortment of food, beverage, food preparation materials, and household products. A supermarket may also provide additional products and services such as a bakery, dry cleaning, floral arrangements, greeting cards, a limited-service bank, and a pharmacy.

Additional Data

In prior editions of *Trip Generation Manual*, a separate land use code was assigned to a discount supermarket. With the addition of new supermarket data points, an examination of the database reveals very little difference between trip generation rates for the traditional supermarket and a reported discount supermarket. This examination looked at both the small discount supermarkets and the large discount supermarkets. As a result, all types of supermarkets are included in this land use database.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, the 2010s, and the 2020s in Alberta (CAN), California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Illinois, Kentucky, Maryland, Minnesota, Nevada, New Jersey, New York, Ontario (CAN), Oregon, Pennsylvania, South Dakota, Texas, Vermont, Virginia, Washington, and Wisconsin.

Source Numbers

213, 221, 236, 251, 273, 305, 359, 365, 438, 440, 442, 447, 448, 514, 520, 537, 552, 577, 610, 715, 716, 728, 738, 746, 854, 870, 882, 893, 917, 926, 935, 946, 959, 961, 966, 975, 1004, 1009, 1025, 1058, 1063, 1064

Supermarket (850)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 22

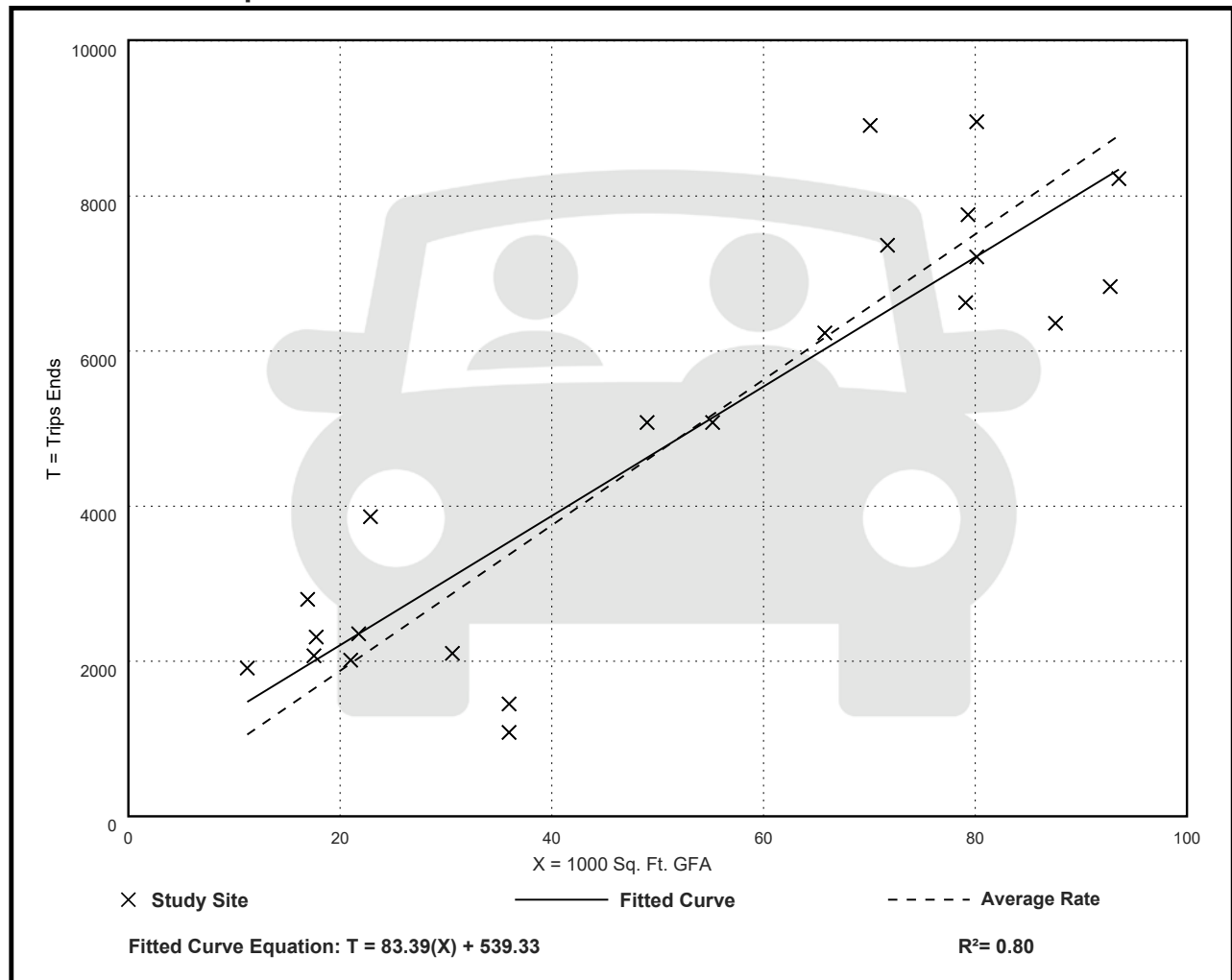
Avg. 1000 Sq. Ft. GFA: 52

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
93.84	30.09 - 170.24	27.05

Data Plot and Equation



Supermarket (850)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 34

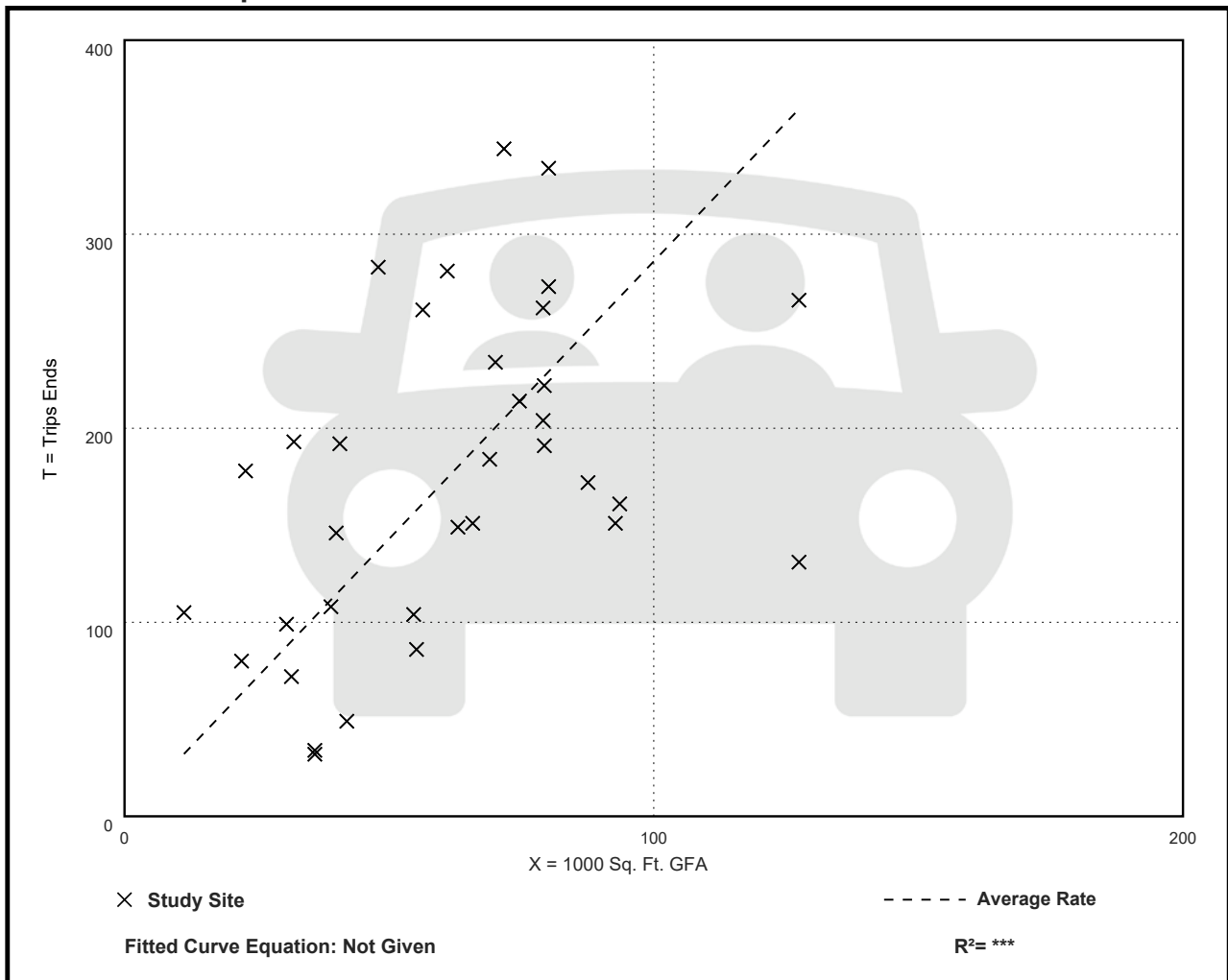
Avg. 1000 Sq. Ft. GFA: 61

Directional Distribution: 59% entering, 41% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
2.86	0.89 - 9.35	1.45

Data Plot and Equation



Supermarket (850)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 104

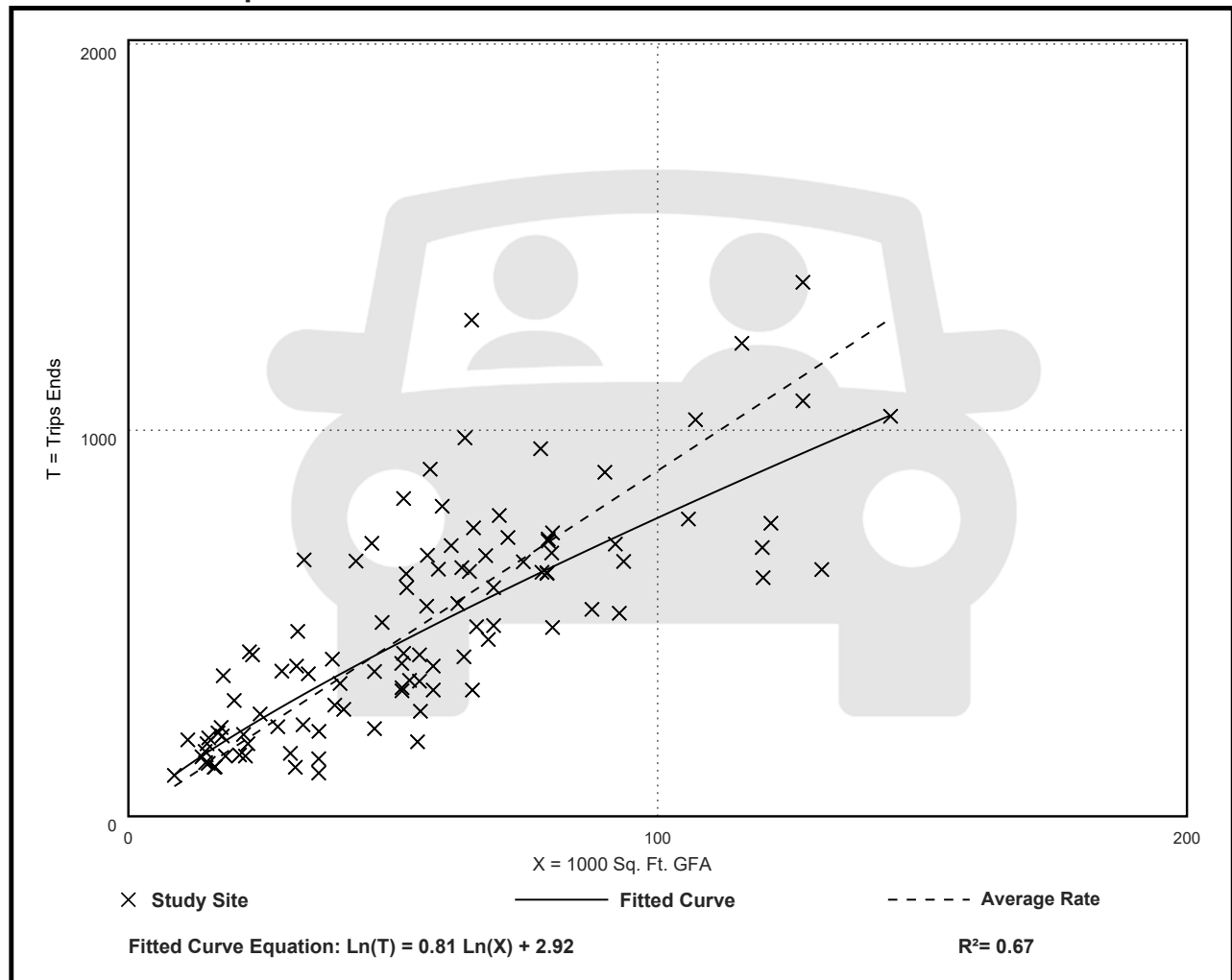
Avg. 1000 Sq. Ft. GFA: 55

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
8.95	3.11 - 20.30	3.32

Data Plot and Equation



Land Use: 932

High-Turnover (Sit-Down) Restaurant

Description

This land use consists of sit-down, full-service eating establishments with a typical duration of stay of 60 minutes or less. This type of restaurant is usually moderately priced, frequently belongs to a restaurant chain, and is commonly referred to as casual dining. Generally, these restaurants serve lunch and dinner; they may also be open for breakfast and are sometimes open 24 hours a day. These restaurants typically do not accept reservations. A patron commonly waits to be seated, is served by wait staff, orders from a menu, and pays after the meal.

Some facilities offer carry-out for a small proportion of its customers. Some facilities within this land use may also contain a bar area for serving food and alcoholic drinks.

Fast casual restaurant (Land Use 930), fine dining restaurant (Land Use 931), fast-food restaurant without drive-through window (Land Use 933), and fast-food restaurant with drive-through window (Land Use 934) are related uses.

Additional Data

Users should exercise caution when applying statistics during the AM peak periods, as the sites contained in the database for this land use may or may not be open for breakfast. In cases where it was confirmed that the sites were not open for breakfast, data for the AM peak hour of the adjacent street traffic were removed from the database.

If the restaurant has outdoor seating, its area is not included in the overall gross floor area. For a restaurant that has significant outdoor seating, the number of seats may be more reliable than GFA as an independent variable on which to establish a trip generation rate.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), California, Florida, Georgia, Indiana, Kentucky, Massachusetts, Minnesota, New Hampshire, New Jersey, New York, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Texas, Vermont, and Wisconsin.

Source Numbers

126, 269, 275, 280, 300, 301, 305, 338, 340, 341, 358, 384, 424, 432, 437, 438, 444, 507, 555, 577, 589, 617, 618, 728, 868, 884, 885, 903, 927, 939, 944, 961, 962, 977, 1048

High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 50

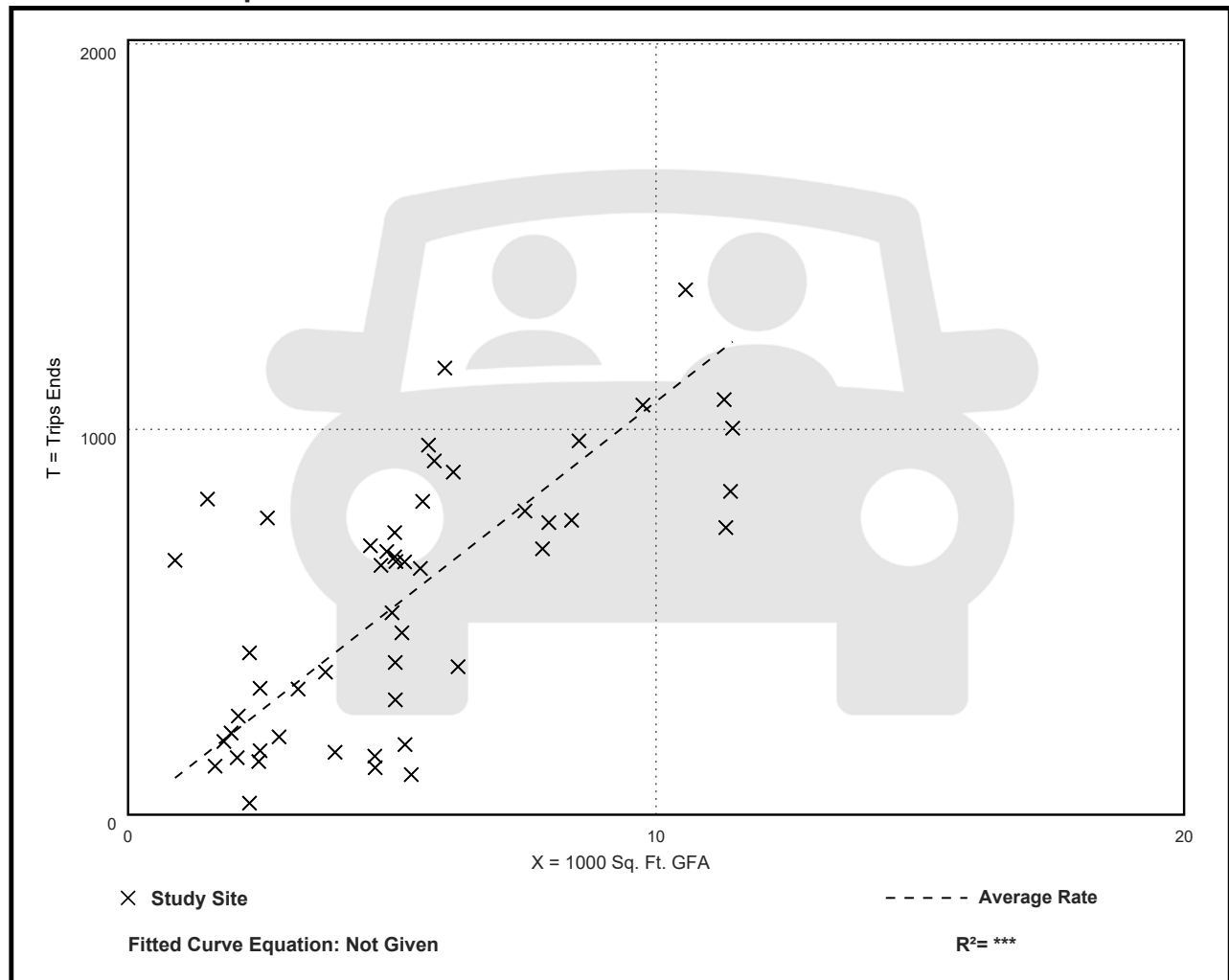
Avg. 1000 Sq. Ft. GFA: 5

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
107.20	13.04 - 742.41	66.72

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 37

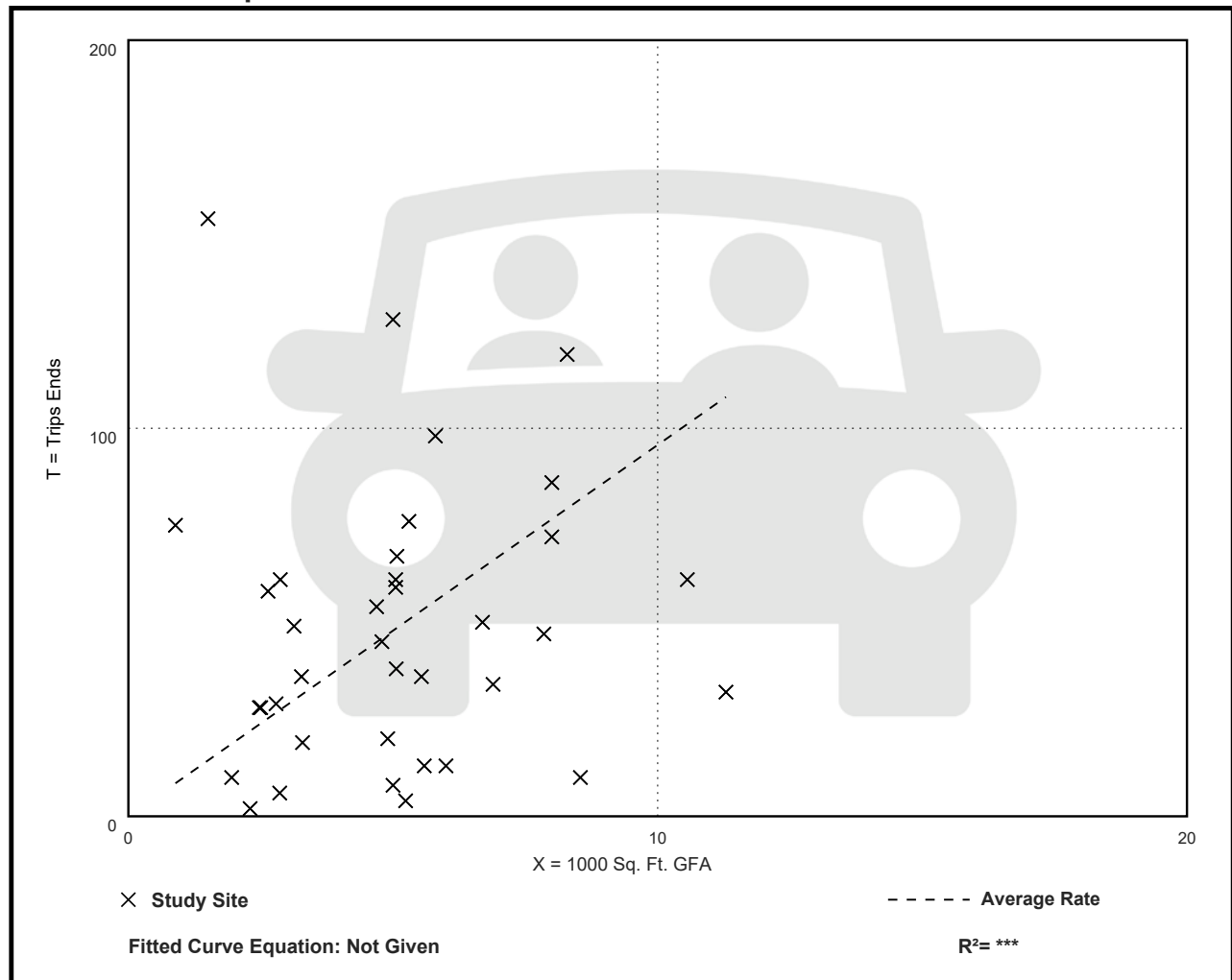
Avg. 1000 Sq. Ft. GFA: 5

Directional Distribution: 55% entering, 45% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.57	0.76 - 102.39	11.61

Data Plot and Equation



High-Turnover (Sit-Down) Restaurant (932)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 104

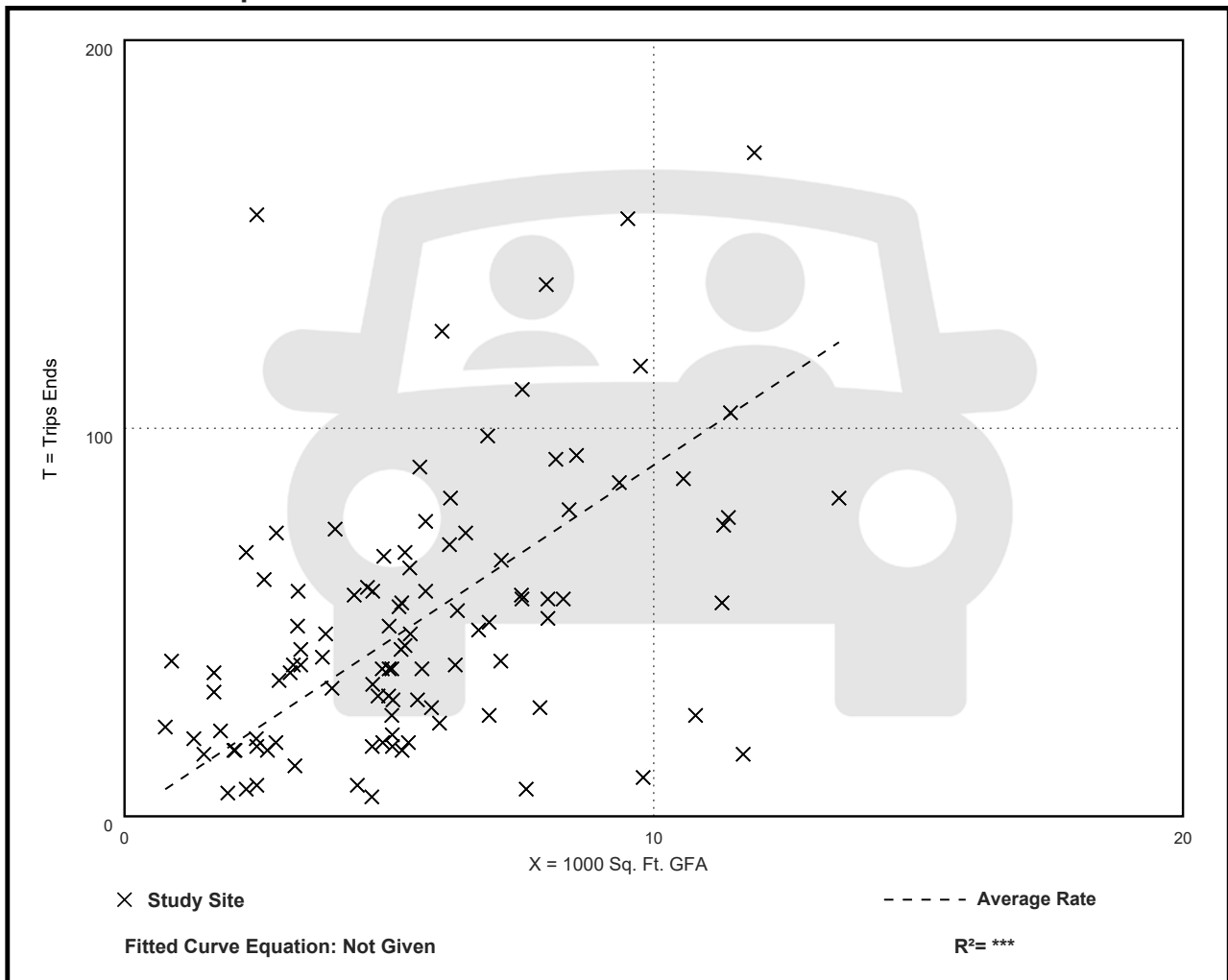
Avg. 1000 Sq. Ft. GFA: 6

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
9.05	0.92 - 62.00	6.18

Data Plot and Equation



Land Use: 945

Convenience Store/Gas Station

Description

A convenience store/gas station is a facility with a co-located convenience store and gas station. The convenience store sells grocery and other everyday items that a person may need or want as a matter of convenience. The gas station sells automotive fuels such as gasoline and diesel.

A convenience store/gas station is typically located along a major thoroughfare to optimize motorist convenience. Extended hours of operation (with many open 24 hours, 7 days a week) are common at these facilities.

The convenience store product mix typically includes pre-packaged grocery items, beverages, dairy products, snack foods, confectionary, tobacco products, over-the-counter drugs, and toiletries. A convenience store may sell alcohol, often limited to beer and wine. Coffee and pre-made sandwiches are also commonly sold at a convenience store. Made-to-order food orders are sometimes offered. Some stores offer limited seating.

The sites in this land use include both self-pump and attendant-pumped fueling positions and both pre-pay and post-pay operations.

Convenience store (Land Use 851), gasoline/service station (Land Use 944), and truck stop (Land Use 950) are related uses.

Land Use Subcategory

Multiple subcategories were added to this land use to allow for multi-variable evaluation of sites with single-variable data plots. All study sites are assigned to one of three subcategories, based on the number of vehicle fueling positions (VFP) at the site: between 2 and 8 VFP, between 9 and 15 VFP, and between 16 and 24 VFP. For each VFP range subcategory, data plots are presented with GFA as the independent variable for all time periods and trip types for which data are available. The use of both GFA and VFP (as the independent variable and land use subcategory, respectively) provides a significant improvement in the reliability of a trip generation estimate when compared to the single-variable data plots in prior editions of *Trip Generation Manual*.

Further, the study sites were also assigned to one of three other subcategories, based on the gross floor area (GFA) of the convenience store at the site: between 2,000 and 4,000 square feet, between 4,000 and 5,500 square feet, and between 5,500 and 10,000 square feet. For each GFA subcategory range, data plots are presented with VFP as the independent variable for all time periods and trip types for which data are available. The use of both VFP and GFA (as the independent variable and land use subcategory, respectively) provides a significant improvement in the reliability of a trip generation estimate when compared to the single-variable data plots in prior editions of *Trip Generation Manual*.

When analyzing the convenience store/gas station land use with each combination of GFA and VFP values as described above, the two sets of data plots will produce two estimates of site-generated trips. Both values can be considered when determining a site trip generation estimate.

Data plots are also provided for three additional independent variables: AM peak hour traffic on adjacent street, PM peak hour traffic on adjacent street, and employees. These independent variables are intended to be analyzed as single independent variables and do not have sub-categories associated with them. Within the data plots and within the ITETripGen web app, these plots are found under the land use subcategory “none.”

Additional Data

ITE recognizes there are existing convenience store/gas station sites throughout North America that are larger than the sites presented in the data plots. However, the ITE database does not include any site with more than 24 VFP or any site with gross floor area greater than 10,000 square feet. Submission of trip generation data for larger sites is encouraged.

The technical appendices provide supporting information on time-of-day distributions for this land use. The appendices can be accessed through either the ITETripGen web app or the trip generation resource page on the ITE website (<https://www.ite.org/technical-resources/topics/trip-and-parking-generation/>).

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in Alberta (CAN), Arkansas, California, Connecticut, Delaware, Florida, Indiana, Iowa, Kentucky, Maryland, Massachusetts, Minnesota, Nevada, New Hampshire, New Jersey, Pennsylvania, Rhode Island, South Dakota, Texas, Utah, Vermont, Washington, and Wisconsin.

Source Numbers

221, 245, 274, 288, 300, 340, 350, 351, 352, 355, 359, 385, 440, 617, 718, 810, 813, 844, 850, 853, 864, 865, 867, 869, 882, 883, 888, 904, 926, 927, 936, 938, 954, 960, 962, 977, 1004, 1024, 1025, 1027, 1052

Convenience Store/Gas Station - GFA (2-4k) (945)

Vehicle Trip Ends vs: Vehicle Fueling Positions
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 48

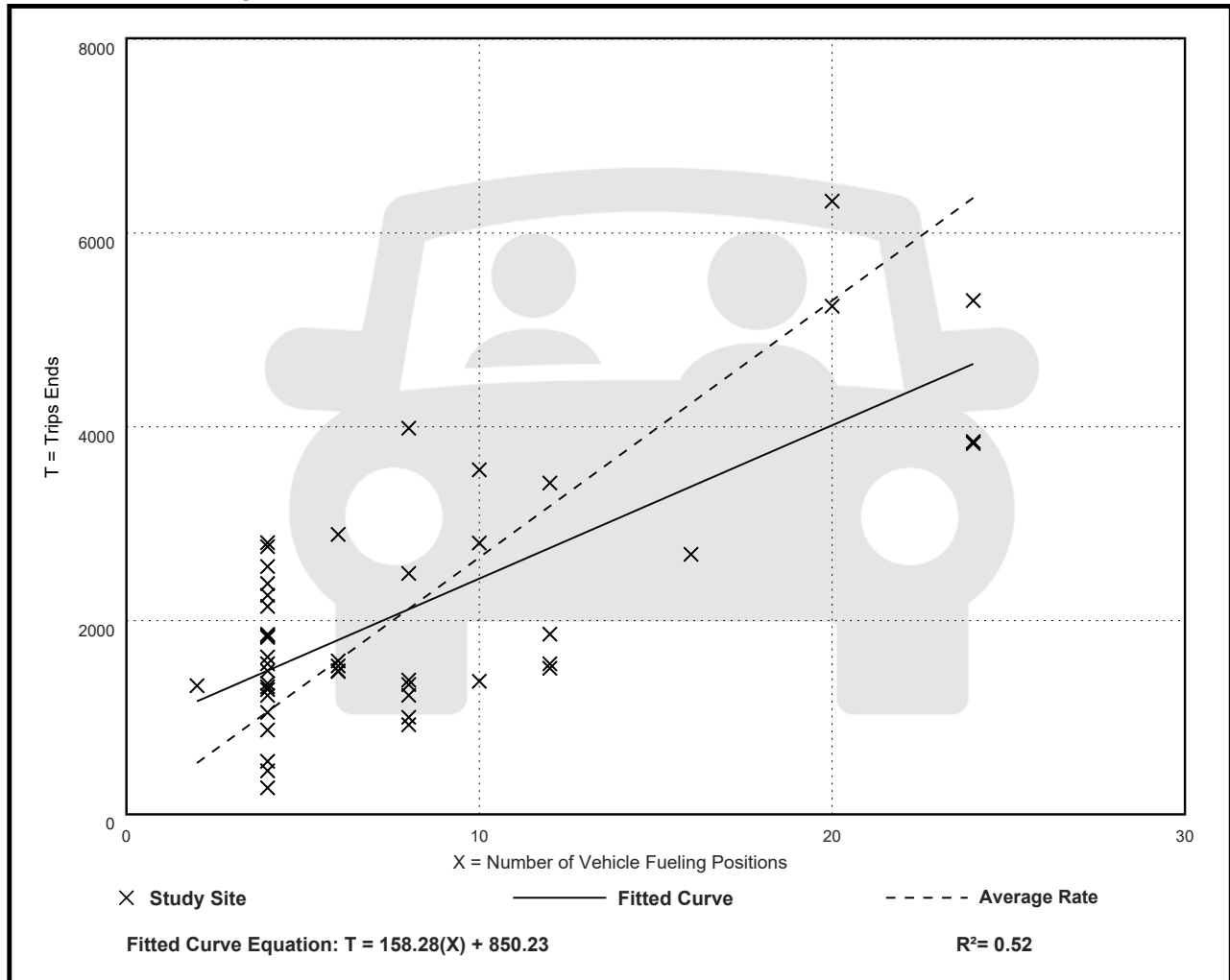
Avg. Num. of Vehicle Fueling Positions: 8

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
265.12	68.50 - 701.00	142.37

Data Plot and Equation



Convenience Store/Gas Station - GFA (2-4k) (945)

Vehicle Trip Ends vs: Vehicle Fueling Positions

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 76

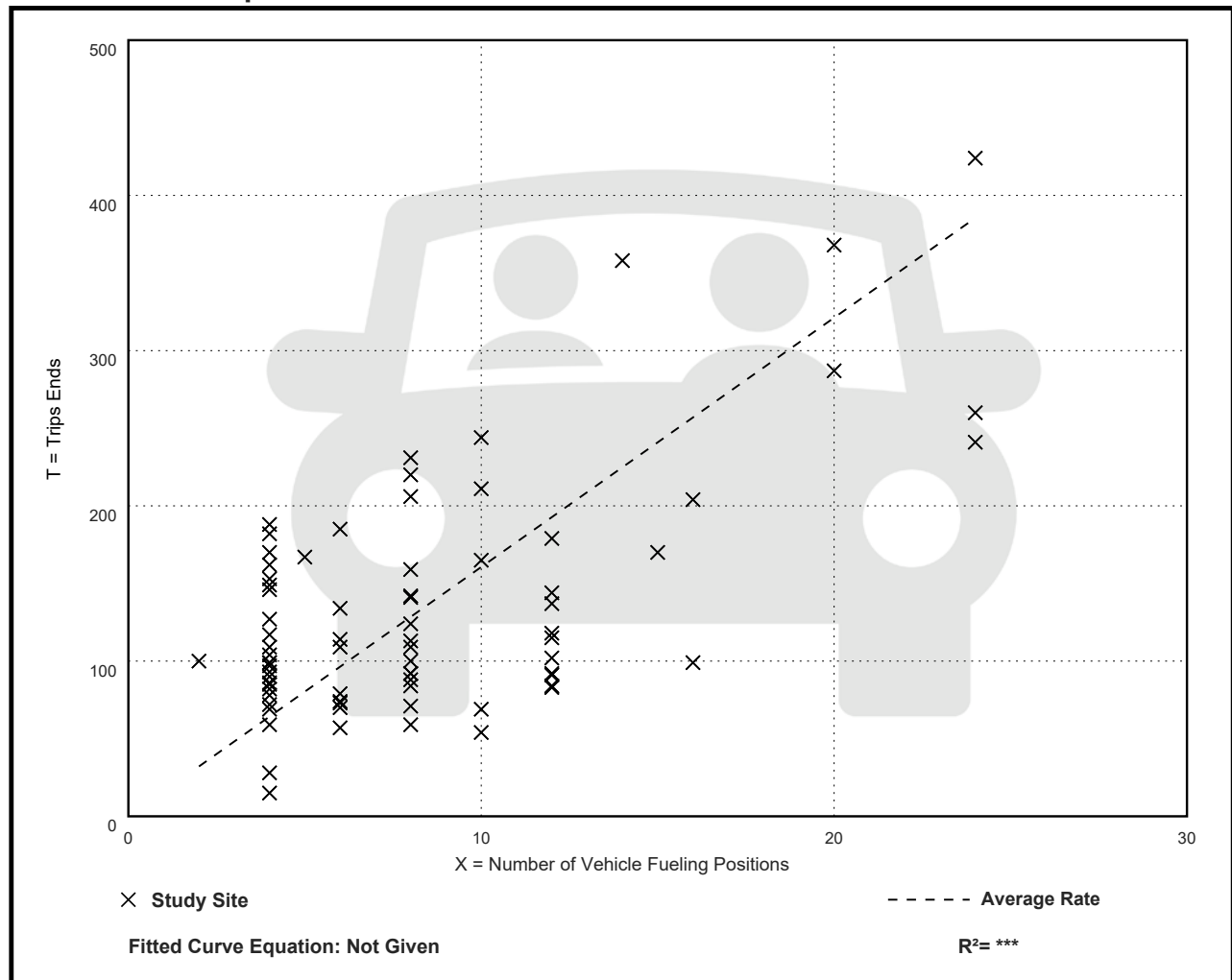
Avg. Num. of Vehicle Fueling Positions: 8

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
16.06	3.75 - 50.00	8.79

Data Plot and Equation



Convenience Store/Gas Station - GFA (2-4k) (945)

Vehicle Trip Ends vs: Vehicle Fueling Positions

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 93

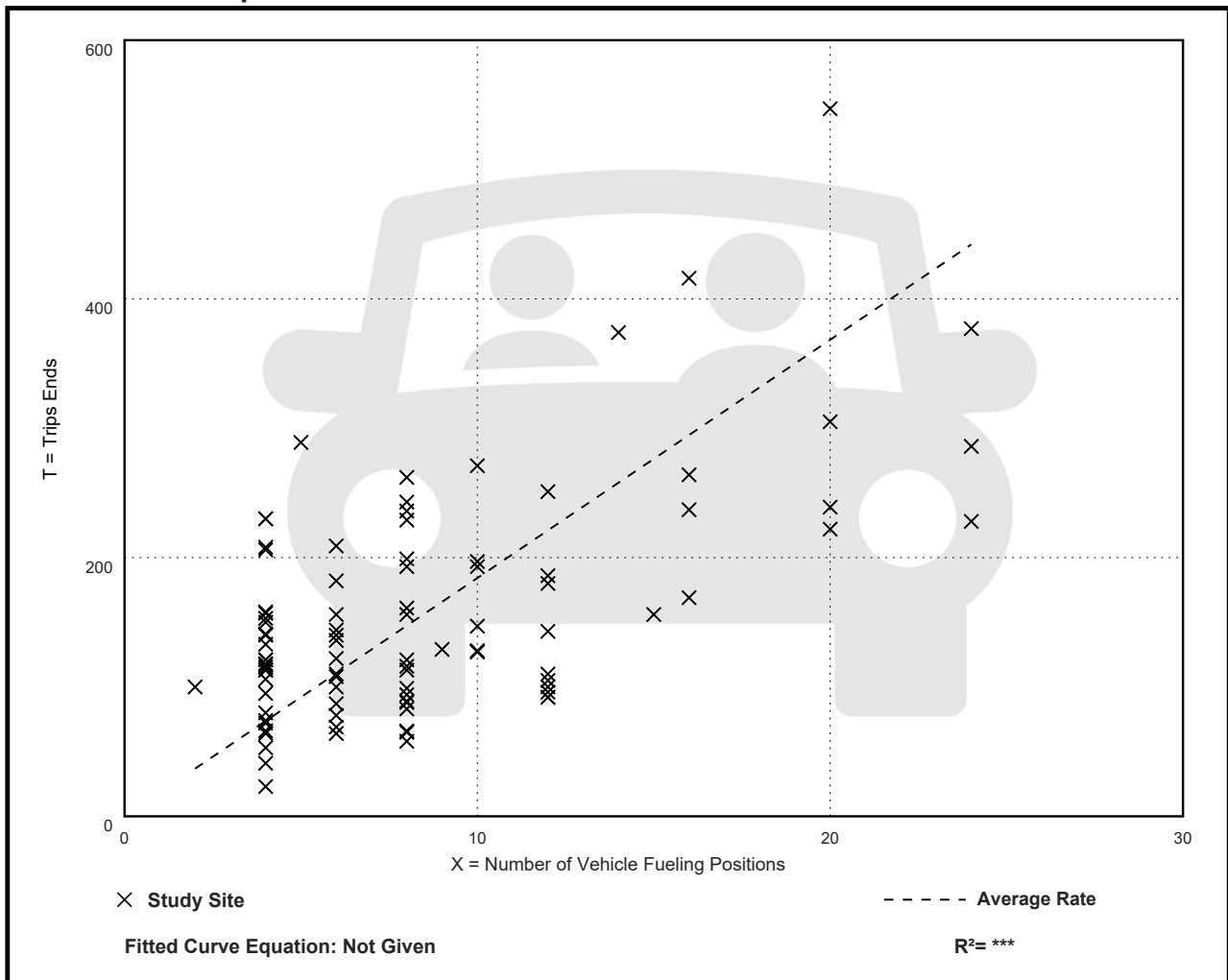
Avg. Num. of Vehicle Fueling Positions: 8

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Vehicle Fueling Position

Average Rate	Range of Rates	Standard Deviation
18.42	5.75 - 57.80	10.16

Data Plot and Equation



Appendix I: Turn Lane Warrant Standards

4.9 Auxiliary Turn Lanes

4.9.1 When Deceleration Lanes Are Required

The provisions of this section should generally apply to auxiliary lanes installed on the approach to an intersection that provide for deceleration and storage of vehicles waiting to turn right or left. Such lanes are always beneficial and will be required in conjunction with commercial driveway permits when projected traffic volumes exceed minimum levels as provided in the sections below.

All existing utilities which would be under new pavement or in auxiliary/deceleration lanes should be relocated before final grading and paving, and at no cost to DOT. Existing utilities which are found to be not in conflict with construction may be allowed if a Retention Request is processed by the utility owner and approved by the Department.

4.9.1.1 Minimum Requirements for Right Turn Deceleration Lanes

Right turn deceleration lanes must be constructed at no cost to the Department if the daily site generated Right Turn Volumes (RTV) based on ITE Trip Generation (assuming a reasonable distribution of entry volumes) meet or exceed the values shown in Table 4-6. Passing lane sections fall under the criteria for two or more lanes.

Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	AADT		AADT	
	< 6,000	>=6,000	<10,000	>=10,000
35 MPH or Less	200 RTV a day	100 RTV a day	200 RTV a day	100 RTV a day
40 to 50 MPH	150 RTV a day	75 RTV a day	150 RTV a day	75 RTV a day
55 to 60 MPH	100 RTV a day	50 RTV a day	100 RTV a day	50 RTV a day
>= 65 MPH	Always	Always	Always	Always

Table 4-6 Minimum Volumes Requiring Right Turn Lanes

In the event the District Traffic Engineer determines that field conditions or other factors indicate that it would be in the best interest of the Department, use the form in **Appendix F** to document a waiver for the deceleration lane requirement, the District Traffic Engineer must document the recommendations using the form in **Appendix F**. The recommendations shall be approved by the District Engineer and be attached to the Permit. The District Traffic Engineer may also require the addition of a Right Turn lane, even when the conditions in Table 4-6 are not met, if roadway geometry or field conditions indicate that the safety of the traveling public would be improved. The recommendation must be documented and approved by the District Traffic Engineer for inclusion with the Permit.

The R/W for auxiliary/deceleration lanes may be dedicated in fee simple to the Department for the Department to maintain or the applicant must sign an agreement with the Department to maintain the lane to the Department’s standards and to hold harmless the Department in the event that section of roadway is identified in any liability action. A Limited Warranty Deed is not acceptable when R/W is donated to the Department. See section 2.5 for details regarding RW dedication procedures.

The pavement specifications for auxiliary/deceleration lanes must be Georgia DOT Standard Specifications for Construction of Roads and Bridges, or be as described and approved by the Chief Engineer in cases where a lesser design may be acceptable, or where a proposed project is expected to tie in.

4.9.1.2 Minimum Requirements for Left Turn Lanes

Left turn lanes must be constructed at no cost to the Department if the daily site generated Left Turn Volumes (LTV) based on ITE Trip Generation (assuming a reasonable distribution of entry volumes) meet or exceed the values shown in Table 4-7a **Condition 1**. If the LTVs are below the requirements for **Condition 1**, the applicant may be required to construct a Right Hand Passing Lane (see **Figure 4-7** if they meet the criteria in Table 4-7b **Condition 2**). The District Traffic Engineer will use engineering judgment to determine if the field conditions would allow construction of the Right Hand Passing Lane. Passing lane sections fall under the criteria for two or more lanes.

Condition 1

LEFT TURN REQUIREMENTS-FULL CONSTRUCTION				
Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT		ADT	
	<6,000	>=6,000	<10,000	>=10,000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
>= 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

Table 4-7a Minimum Volumes Requiring Left Turn Lanes

Condition 2

LEFT TURN REQUIREMENTS w/Right Hand Passing Lane Option		
Posted Speed	2 Lane Routes only	
	ADT	
	<4,000	>=4,000
35 MPH or Less	200 LTV a day	125 LTV a day
40 to 45 MPH	100 LTV a day	75 LTV a day
50 to 55 MPH	75 LTV a day	50 LTV a day

Table 4-7b Minimum Volumes Requiring Right Hand Passing Lanes

SPEED (MPH)	FULL WIDTH STORAGE, FT.	TAPER, FT.
25	50	50
30	75	50
35	100	50
40	150	50
45	175	100
50	225	100
55	250	100
60	300	100
65	350	100

Table 4-8 Minimum Right Turn Deceleration Lengths

When traffic studies are conducted, the length of full-width lane needed for storage should be determined. If the length of full-width storage is greater than the length of full-width storage shown in Table 4-8, the longer length should be provided.

At signalized intersections, the amount of storage for both right and left turns can be based on the number of vehicles arriving during 1.5 signal cycles.

For unsignalized intersections, left turn storage should accommodate vehicles arriving during a two-minute period. Minimal storage is required for right turn lanes utilizing yield control at unsignalized intersections.

4.9.3 Acceleration Lanes

Acceleration lanes are generally not provided on low speed highways. Acceleration lanes may be required at locations where grade, sight distance or traffic is such that the Department determines they are needed. When operating speeds on the highway are 55 MPH and above, full-width acceleration lanes designed to meet the AASHTO minimum length should be considered.

4.9.4 Left Turn Lane Design

The design of left turn lanes should consider the intended function and the characteristics of the highway. In many cases, it is necessary to widen the existing roadway to introduce the left turn lane. In most cases vehicles approaching the turn lane are shifted to the right (especially when using symmetrical widening). The left turning traffic is then shifted back into the lane. Through traffic is returned to its original lane beyond the intersection. When the highway has a median that is at least 20 feet wide, the left turn lane can typically be developed out of the median, avoiding the need for transitions.

The basic design elements of left turn lanes are illustrated in Table 4-9. This example shows symmetrical widening, which basically requires the through traffic on each side to shift by one half of the lane width. Some circumstances may dictate that all widening be achieved on one side, which requires a full lane shift for through traffic on the side where the additional width is developed. Table 4-9 provides guidelines for selecting the proper length of approach taper. When shifts are not 6' or 12', use table 4-9 bay taper.

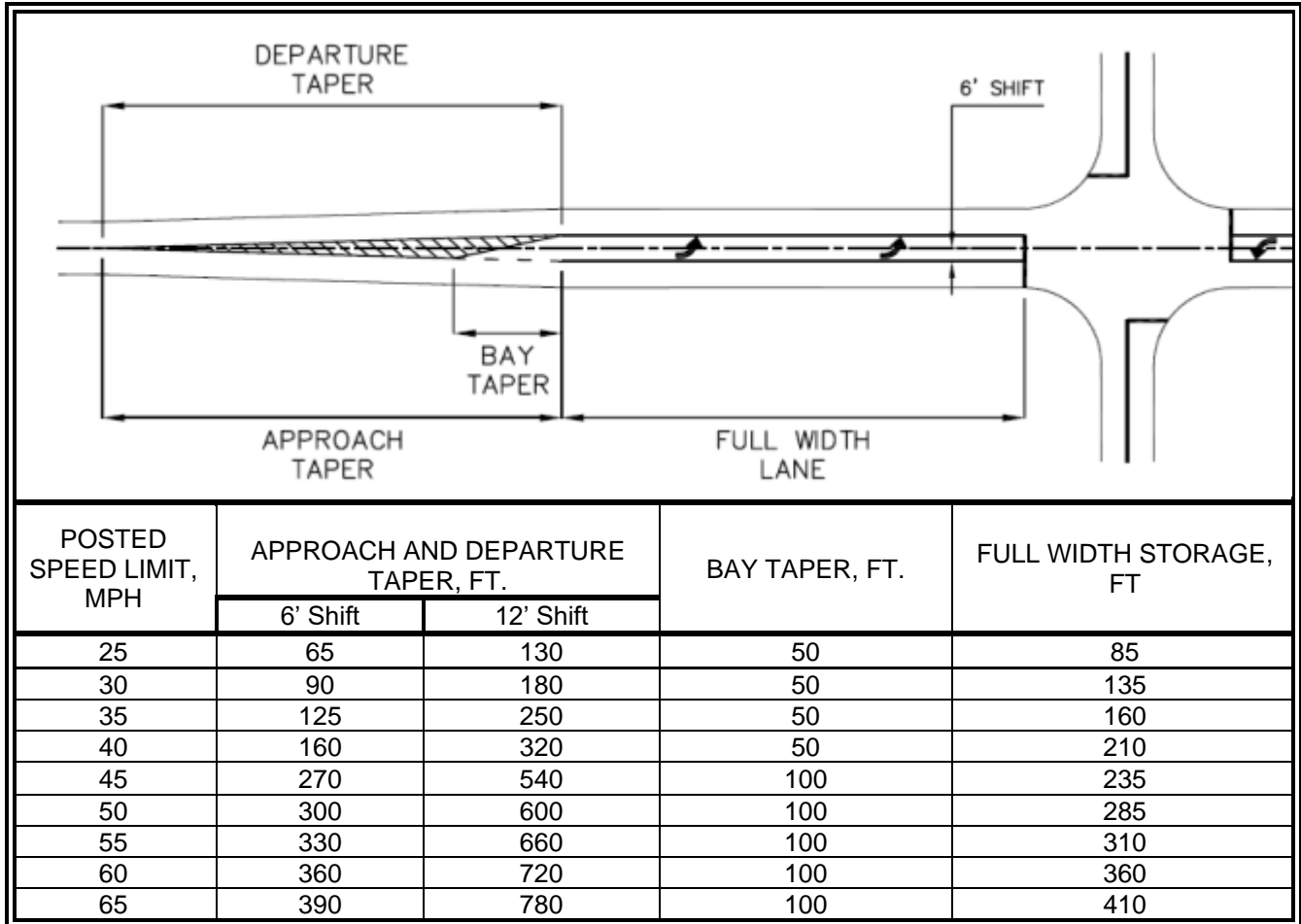


Table 4-9 Minimum Design Elements of Left Turn Lanes

The example shown in Table 4-9 has straight-line tapers. These are acceptable but other designs may also be used, including the following: partial tangent tapers, symmetrical reverse curve, and asymmetrical reverse curve. See latest edition of AASHTO Green Book for details.

The required length of full-width storage shall be based on storage length and a deceleration length that allows vehicles to safely decelerate without a possible conflict with another vehicle (Refer to [Construction Detail M-3A](#)). This should be determined in the traffic study. The amount of storage is dependent on the type of traffic control in effect. For signalized intersections, the storage should be sufficient to accommodate the number of vehicles arriving during 1.5 signal cycles, using peak hour volumes. At stop-controlled intersections, the storage is typically based on the number of vehicles arriving during a two-minute period within the peak hour.

Anael Dominguez (CDI: Planning)

From: Emily McGahee (Environmental Health)
Sent: Friday, August 18, 2023 12:02 PM
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 9.18.23

Item 1, 3922 Green Drive, Poole: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. This plat is currently under review by the Hall County Plat Review Team and Environmental Health can approve the subdivision plat of Lot 5 into 3 parcels as currently proposed. Any reconfigurations of currently submitted plat due to other county department requirements will require further review; additional requirements/fees may apply and approval of changes/reconfigurations is not implied.

Item 2, 3268 Whidby Road, Bazemore: Please note that Zoning approval does not imply approval from other county departments. All proposed structures must meet required setbacks to the existing septic system. An existing system evaluation will be required to verify setbacks and area available for full future repair of septic system. Due to age of existing septic system, it cannot be modified, only replaced. Replacement of existing septic system will require Level 3 soil evaluation and area available to relocate system and have full, feasible future repair of septic system. Application for an existing system evaluation and/or completion of additional requirements for Environmental Health does not guarantee approval.

Item 3, 5991 Circle Four Ranch, Loyd: Must meet all Environmental Health residential septic system permitting requirements.

Item 4, 7042 Baker Lane, Labovitz: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Septic Permit OSC-7948 was issued on February 24, 2023 to accommodate a 36' x 60' barn with bathroom.

Item 5, 8545 Belton Bridge Road, Mallard View: No comment.

Items 6A-D, 3405/3419/3505 Cleveland Hwy/3906 Donna Drive, Dutton Properties: Must meet all Environmental Health commercial septic system permitting requirements. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation/modification may be required after review of business plan.

Item 7, 3302/3212 Antioch Campground Church/3446/3450/3456 Looper Lake Road: No comment. Public sewer.

Items 8A&B, 4053 Cleveland Hwy, Hunt: Non-domestic wastewater treatment and disposal must be permitted by EPD.

Items 9A-C, 1731 Friendship Road, Wilbanks: 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)

<https://www.hallcounty.org/192/Environmental-Health> (County Website & Forms)

Anael Dominguez (CDI: Planning)

From: Chavers, Veronica E <VChavers@dot.ga.gov>
Sent: Tuesday, August 15, 2023 10:37 AM
To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Subject: RE: Tentative Planning Agenda for September 18, 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.

See comments below, in red.

Veronica Chavers
DITO Civil Engineer 3



District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8488 office

From: Anael Dominguez (CDI: Planning) <adominguez@hallcounty.org>
Sent: Friday, August 11, 2023 10:52 AM
To: Becky Ruffner (Parks & Leisure) <bruffner@hallcounty.org>; Beth Garmon (CDI: Planning) <bgarmon@hallcounty.org>; Bill Nash (CDI: Public Works) <bnash@hallcounty.org>; Bill Schmid <weschmid@rochester-assoc.com>; Brandi Smith (CDI: Business License) <bsmith@hallcounty.org>; Brent Holloway (Parks and Leisure) <bholloway@hallcounty.org>; Bryan Cash (Fire Services) <bcash@hallcounty.org>; Chad Harper (Environmental Health) <charper@hallcounty.org>; Chris Braswell (Planning) <cbbraswell@hallcounty.org>; Christopher Armstrong (Fire Services) <carmstrong@hallcounty.org>; Dan Barnes <Daniel.C.Barnes@usace.army.mil>; Ellis Still (CDI: Planning) <estill@hallcounty.org>; Emily McGahee (Environmental Health) <emcgahee@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Dykes, Jason <jdykes@dot.ga.gov>; Jason Skarda (CDI: Engineering) <jskarda@hallcounty.org>; Jeremy Wills (jeremy.wills@gainesvillega.gov) <jeremy.wills@gainesvillega.gov>; John Hornick (Fire Services) <jhornick@hallcounty.org>; Peevy, Jonathan <jpeevy@dot.ga.gov>; Karen Martinez (CDI: Public Works - Sewer) <kmartinez@hallcounty.org>; Katie L. Greenway (CDI: Planning) <klgreenway@hallcounty.org>; Kelly Hairston (Environmental Health) <khairston@hallcounty.org>; Matt Cox <matt.cox@hallco.org>; Michael Vieira (Fire Services) <mvieira@hallcounty.org>; Millie Perez (Community Development & Infrastructure) <mperez@hallcounty.org>; Nick Swafford <NSwafford@gainesvillega.gov>; Nicole Griffin (Tax Assessors) <nicole.griffin@hallcounty.org>; Pam Cravero <Pam.Cravero@hallco.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; rich <rich@flowerybranchga.org>; Scott Puckett <spuckett@hallcounty.org>; Srikanth Yamala (CDI) <syamala@hallcounty.org>; Stephen Cain <troy.s.cain@usace.army.mil>; Steve Watson (Real Property) <rswatson@hallcounty.org>; Tammie Croy (CDI: Engineering) <tcroy@hallcounty.org>; Tracy Gilreath (Tax Assessors) <tgilreath@hallcounty.org>; Chavers, Veronica E <VChavers@dot.ga.gov>; Wanda Sutton (CDI: Engineering) <wsutton@hallcounty.org>; will schofield <will.schofield@hallco.org>
Subject: Tentative Planning Agenda for September 18, 2023

Good morning –

Here is the Tentative Agenda and Maps for the **Monday, September 18, 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, August 18th**. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

CALL TO ORDER

AGENDA REVIEW

APPROVAL OF MINUTES – September 5, 2023

OLD BUSINESS

1. [3922 Green Drive | Amend Conditions of R-1 | on a 16.00± acre parcel located on the south side of Green Drive at its intersection with Clarks Bridge Road | Zoned R-1, Tax Parcel 10156 000009 | Proposed Use: 9-lot subdivision | ** Commission District 3 | Larry Poole, applicant.](#) Requires GDOT coordination for driveway access on Clarks Bridge Rd.

NEW BUSINESS

1. [3268 Whidby Road | Variance | 17.240.010 to reduce the right yard setback from 10 feet to 5 feet | on a 0.30± acre tract located on the north side of Whidby Road, approximately 1,815 feet from its intersection with Lanier Islands Parkway | Zoned V-C Tax Parcel 07330 004001D | Proposed Use: detached garage | * Commission District 2 | Sheridan Bazemore, applicant.](#) No GDOT coordination required
- 2.
3. [5991 Circle Four Ranch | Use Subject to Planning Commission Approval | 17.110.030. caretaker and/or employee residences | on a 3.03± acre tract located approximately 686 feet south of its intersection with Blackjack Road | Zoned AR-III; Tax Parcel 15048 000034C | Proposed use: caretaker residence | * Commission District 1 | Greg Loyd, applicant.](#) No GDOT coordination required
4. [7042 Baker Lane | Use Subject to County Commission Approval | 17.215.020. agri-entertainment | on a 31.02± acre tract located on the terminus of Baker Lane | Zoned AR-IV; Tax Parcel 12037 000003 | Proposed use: agri-entertainment business | ** Commission District 3 | Laura Labovitz, applicant.](#) No GDOT coordination required
5. [8545 Belton Bridge Road | Amend Conditions of AR-IV | on a 8.23± acre parcel located at the terminus of Pintail Court | Zoned AR-IV; Tax Parcel 12127 000001 | Proposed Use: Amenity area | ** Commission District 3 | Mallard View Homeowners Association, applicant.](#) No GDOT coordination required
2. [\(A\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Rezone | from Agricultural Residential III \(AR-III\) and Planned Commercial Development \(PCD\)/ Gateway Corridors Overlay District \(GCOD\) to Light Industrial \(I-I\) / Gateway Corridors Overlay District \(GCOD\) on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: boat and RV storage and an office/warehouse | ** Commission District 3 | Dutton Properties, applicant.](#) Requires GDOT coordination for driveway access on Cleveland Hwy.
- 6.
3. [\(B\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Use Subject to County Commission Approval | 17.420.050. outdoor storage | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: outdoor storage within Gateway Corridors Overlay District | ** Commission District 3 | Dutton Properties, applicant.](#) Requires GDOT coordination for driveway access on Cleveland Hwy.

4. [\(D\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Variance | 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: boat and RV storage and office/warehouse | ** Commission District 3 | Dutton Properties, applicant. Requires GDOT coordination for driveway access on Cleveland Hwy.](#)

7. [3302 and 3212 Antioch Campground Church and 3446, 3450, and 3456 Looper Lake Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) on 55.16± acres located on the south side of Antioch Campground Road at its intersection with Looper Lake Road | Zoned AR-III; Tax Parcels 10096 000006 \(pt.\), 000004, 000059, 000061, and 000062 | Proposed Use: 108 unit single-family development | ** Commission District 2 | Carole Freeman, applicant. No GDOT coordination required](#)

8. [\(A\) 4053 Cleveland Highway | Rezone | from Agriculture-Residential-III \(AR-III\) to Suburban-Shopping \(S-S\) / Gateway Corridors Overlay District \(GCOD\) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | ** Commission District 3 | Donnie Hunt, applicant. Requires GDOT coordination for driveway access on Cleveland Hwy.](#)
[\(B\) 4053 Cleveland Highway | Use Subject to Planning Commission Approval | 17.140.020. shopping centers | on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: Shopping Center | * Commission District 3 | Donnie Hunt, applicant. Requires GDOT coordination for driveway access on Cleveland Hwy.](#)

9. [\(A\) 1731 Friendship Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Commercial Development \(PCD\) / Gateway Corridors Overlay District \(GCOD\) on a 7.33± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 \(pt.\) | Proposed Use: 185-unit multi-family development | ** Commission District 1 | Tim Wilbanks, applicant. Requires GDOT coordination for driveway access on Friendship Rd](#)

10. [\(B\) 1731 Friendship Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Highway Business \(H-B\) / Gateway Corridors Overlay District \(GCOD\) on a 2.72± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 \(pt.\) | Proposed Use: permitted uses within H-B | ** Commission District 1 | Tim Wilbanks, applicant. Requires GDOT coordination for driveway access on Friendship Rd](#)

11. [\(C\) 1731 Friendship Road | Variance | 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on a 10.04± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 | Proposed Use: 185-unit multi-family development and permitted uses within H-B | ** Commission District 1 | Tim Wilbanks, applicant. Requires GDOT coordination for driveway access on Friendship Rd](#)

*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, October 26, 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, October 26, 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.

Anael Dominguez (CDI: Planning)

From: Randi Doveton (CDI: Planning)
Sent: Thursday, August 3, 2023 1:50 PM
To: Beth Garmon (CDI: Planning)
Subject: FW: Cleveland Concept Entrance/Exit Jim Hood
Attachments: 4053 CLEVELAND HWY Site Plan 8-1-2023.pdf

FYI

From: Niebauer, Parker J <PNiebauer@dot.ga.gov>
Sent: Thursday, August 3, 2023 1:20 PM
To: Ryan Jones <ryan@getpland.net>; Scott Puckett (CDI: Engineering) <spuckett@hallcounty.org>; Sameer Patharkar <sameer@loweengineers.com>
Cc: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Ellis Still (CDI: Planning) <estill@hallcounty.org>; Raj Umani <umaniraj@gmail.com>; Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Stephen Walker <stephen@getpland.net>; Jay Parekh <jayparekh@vantagecc.net>; Viral Parekh <info@getpland.net>; Lucy Mena <lucy@vantagecc.net>
Subject: RE: Cleveland Concept Entrance/Exit Jim Hood

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WARNING: This communication has been detected as containing an attachment - Proceed with caution

The attached shows the existing storage for the eastbound left turn from Jim Hood onto Cleveland Hwy unmodified per GDOT's preference.

As long as the 95th percentile queues for the westbound left from Jim Hood into the site driveway are contained in the proposed storage AND as long as the 95th percentile queues for the eastbound through movement do not queue past the proposed driveway, I am OK.

I would want the study updated so it matches the permit and we aren't permitting something less than what the study recommends.

Thank you,

Parker Niebauer

DITO Traffic Operations Supervisor



District 1 Division of Field Services

1475 Jesse Jewell Pkwy

Suite 100

Gainesville, GA, 30501

770.533.8275 office

770.519.3223 cell

From: Ryan Jones <ryan@getpland.net>

Sent: Tuesday, August 1, 2023 3:27 PM

To: Scott Puckett <spuckett@hallcounty.org>; Niebauer, Parker J <PNiebauer@dot.ga.gov>; Sameer Patharkar <sameer@loweengineers.com>

Cc: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Ellis Still (CDI: Planning) <estill@hallcounty.org>; Raj Umani <umaniraj@gmail.com>; Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Stephen Walker <stephen@getpland.net>; Jay Parekh <jayparekh@vantagecc.net>; Viral Parekh <info@getpland.net>; Lucy Mena <lucy@vantagecc.net>

Subject: Re: Cleveland Concept Entrance/Exit Jim Hood

All,

After talking with Parker today and revisiting the traffic study, this is the best we can provide.

See attached site plan. Parker seemed to be OK with this, I'm waiting for his confirmation so that Raj can be put on the agenda.

Parker, please confirm. We can adjust the traffic study to reflect the limits as to what we can provide.

Let me know if you have any questions.

Thanks,

Ryan D. Jones, PE

Project Manager

309-453-4073

ryan@getpland.net



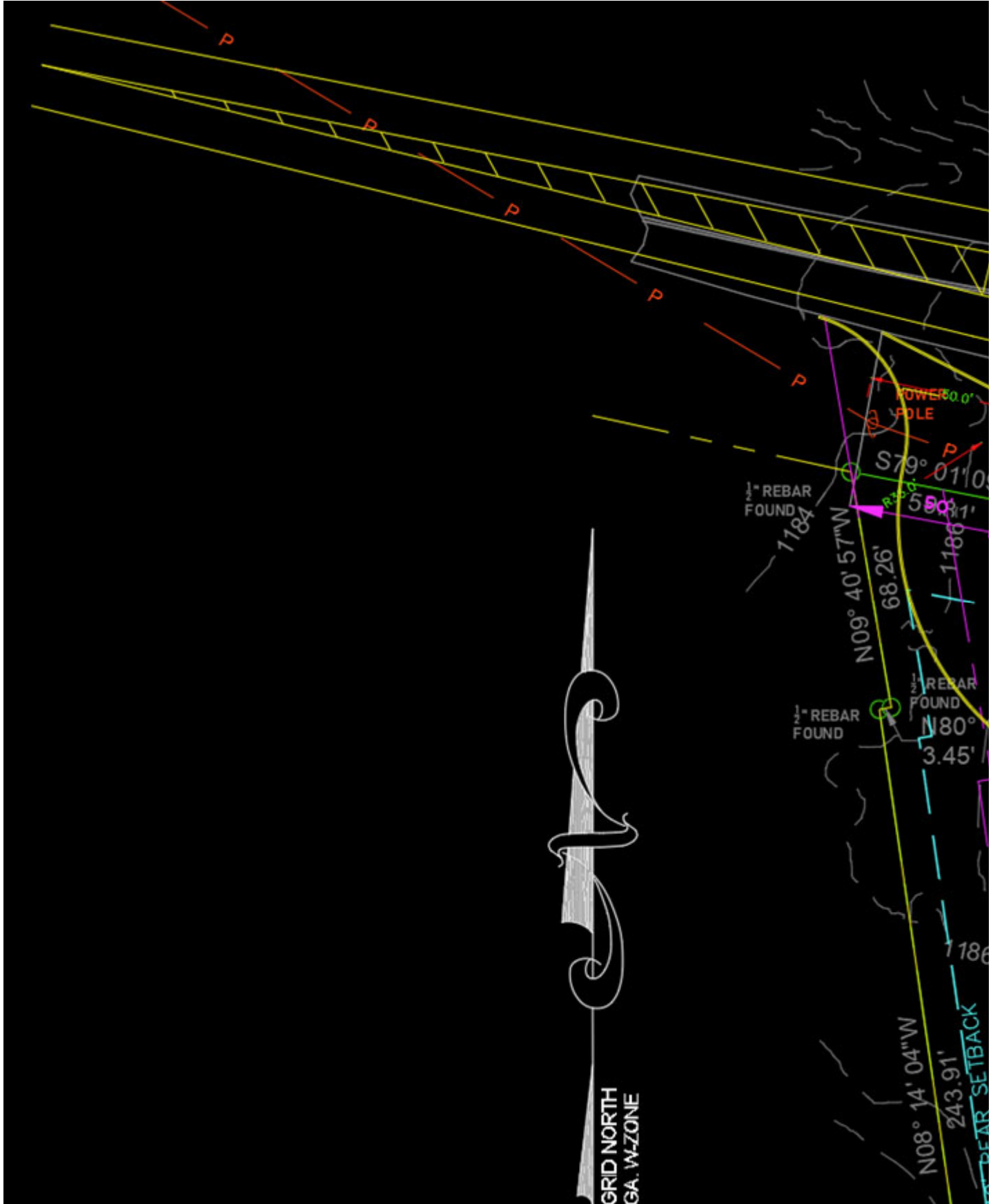
On Tue, Aug 1, 2023 at 8:48 AM Ryan Jones <ryan@getpland.net> wrote:

Scott & Staff,

I wanted to reach out to you and the rest of the staff on the Cleveland Hwy project. I got some recent comments from Parker (GDOT) about redoing a few items when it comes to the layout of Jim Hood and our left turn issue. I thought we had a concept and PDF shown of what we had proposed and everyone, in one way or another, signed off on the concept. The comments we got from Parker suggest otherwise.

Can you still agree that the concept we showed is acceptable? Keep in mind, my concept basically kept the existing left turn lane from Jim Hood onto Cleveland as is.

I've reached out to Parker, and left him a voicemail after he left me one to discuss, but no discussion has happened as of this point in time.



Thanks,

Ryan D. Jones, PE

Project Manager

309-453-4073

ryan@getpland.net



On Tue, Jun 13, 2023 at 12:05 PM Scott Puckett (CDI: Engineering) <spuckett@hallcounty.org> wrote:

Ryan,

The new entrance concept shown below is what we were thinking. The old entrance would go away and there would be a reduced length left turn lane in and no decel lane.

Thanks,

Scott

Scott G. Puckett

County Traffic Engineer
Hall County Community Development and Infrastructure

770-531-6800 | www.hallcounty.org



From: Ryan Jones <ryan@getpland.net>

Sent: Tuesday, June 13, 2023 11:20 AM

To: Scott Puckett (CDI: Engineering) <spuckett@hallcounty.org>

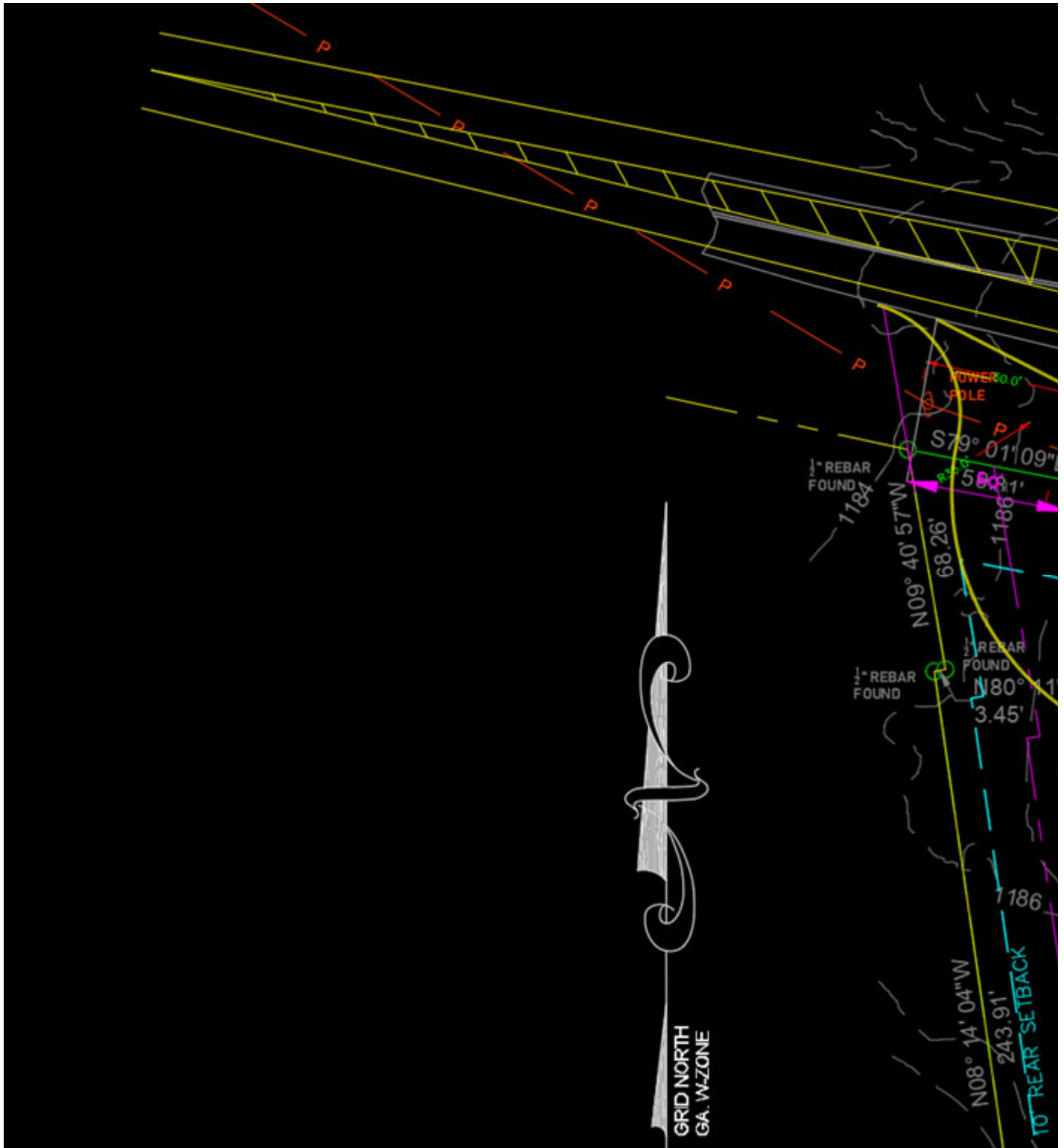
Cc: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Ellis Still (CDI: Planning) <estill@hallcounty.org>; Raj Umani <umaniraj@gmail.com>; Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Sameer Patharkar <sameer@loweengineers.com>; Stephen Walker <stephen@getpland.net>; Jay Parekh <jayparekh@vantagecc.net>; Viral Parekh <info@getpland.net>; Lucy Mena <lucy@vantagecc.net>; Andrea McCollum <andrea@vantagecc.net>

Subject: Re: Cleveland Concept Entrance/Exit Jim Hood

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All,

Please see the screenshot below. You can see the old entrance and the new entrance. I've moved everything to the west and drawn in what we would propose to do to Jim Hood. This would allow a left turn in and left out although they would be driving over the dashed lines in the median. If this is acceptable to the County, please let me know ASAP after reviewing. There could be discussion of the right out on Jim Hood having the current right turn lane extended to meet up with that traffic movement as well.



Let me know your thoughts.

Thanks,

Ryan D. Jones, PE

Project Manager

309-453-4073

ryan@getpland.net



On Mon, Jun 12, 2023 at 12:20 PM Ryan Jones <ryan@getpland.net> wrote:

Scott,

The option I showed would include raised medians. These raised medians would deter any left hand turns into the development as the left out would be channelized with the curb openings. I would want Raj to chime in, but all the widening and extra pavement and striping isn't really something I think he wants to entertain. I do think that any kind of left turn in will eventually cause issues with stacking cars.

Are you guys thinking something like this?



Raj?

Thanks,

Ryan D. Jones, PE

Project Manager

309-453-4073

ryan@getpland.net



On Thu, Jun 8, 2023 at 2:02 PM Scott Puckett (CDI: Engineering) <spuckett@hallcounty.org> wrote:

Hi Ryan,

I spoke to the County Engineer regarding this sketch and we are not in favor of this option. We feel this would create a safety hazard and still not address staff's concern about providing lefts in. We believe a better option may be to utilize the existing cross hatch area and create a reduced length left turn lane for the driveway. This can be done without affecting existing storage lengths for the intersection lanes but would require some additional widening, overlay and restriping. Since the driveway would need to be located farther west near the property line, we can consider waiving the decel lane requirement. If you can sketch this up maybe on an aerial from our GIS or from Google maps, I can discuss with staff.

Thanks,

Scott

Scott G. Puckett

County Traffic Engineer
Hall County Community Development and Infrastructure

770-531-6800 | www.hallcounty.org



From: Ryan Jones <ryan@getpland.net>
Sent: Thursday, June 8, 2023 8:28 AM
To: Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>
Cc: Ellis Still (CDI: Planning) <estill@hallcounty.org>; Raj Umani <umaniraj@gmail.com>; Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>; Scott Puckett (CDI: Engineering) <spuckett@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Sameer Patharkar <sameer@loweengineers.com>; Stephen Walker <stephen@getpland.net>; Jay Parekh <jayparekh@vantagecc.net>; Viral Parekh <info@getpland.net>; Lucy Mena <lucy@vantagecc.net>; Andrea McCollum <andrea@vantagecc.net>
Subject: Re: Cleveland Concept Entrance/Exit Jim Hood

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.

Randi,

Good morning. Was just checking in again on what you need? Again, we will prepare actual drawings if the County will accept the sketch that was sent.

Sent from my iPhone 14 Pro on AT&T

On Jun 6, 2023 at 9:02 AM -0400, Ryan Jones <ryan@getpland.net>, wrote:

Randi,

I understand what you are saying/asking, but we didn't discuss how the idea was going to be delivered. If this sketch is acceptable to the County, we will prepare drawings accordingly.

Thanks,

Ryan D. Jones, PE

Project Manager

309-453-4073

ryan@getpland.net



On Tue, Jun 6, 2023 at 7:56 AM Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org> wrote:

Mr. Jones,

Please provide a better proposal for review. I understand sketching something out quickly for you or your client to consider but we need more information.

Randi Doveton

Director of Planning and Development

Hall County Community Development and Infrastructure

(770) 297-5544 | www.hallcounty.org



Please ***participate*** in our **Comprehensive Plan update** and development of a **Unified Development Code (UDC)** by visiting our [project website](#).

All **PLAT** and **BUILDING PERMIT** submittals may be submitted online through [Accela](#). Plat inquiries may be submitted to plats@hallcounty.org. Zoning inquiries may be submitted to planning@hallcounty.org.

From: Ryan Jones <ryan@getpland.net>
Sent: Monday, June 5, 2023 3:25 PM
To: Ellis Still (CDI: Planning) <estill@hallcounty.org>; Raj Umani <umaniraj@gmail.com>; Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>; Randi Doveton (CDI: Planning) <rdoveton@hallcounty.org>; Scott Puckett (CDI: Engineering) <spuckett@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Sameer Patharkar <sameer@loweengineers.com>; Stephen Walker <stephen@getpland.net>; Jay Parekh <jayparekh@vantagecc.net>; Viral Parekh <info@getpland.net>; Lucy Mena <lucy@vantagecc.net>; Andrea McCollum <andrea@vantagecc.net>
Subject: Cleveland Concept Entrance/Exit Jim Hood

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.

All,

See attached sketch. We believe this is the best option. It will help channelization and prevent illegal left hand turns into the development from Jim Hood west bound travelers.

Please circulate this sketch around and let us know if you have any questions.

Thanks,

Ryan D. Jones, PE

Project Manager

309-453-4073

ryan@getpland.net

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 Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE
PUBLIC WORKS AND UTILITIES

MEMORANDUM

To: Randi Doveton, Director of Planning and Development

From: Bill Nash, Director of Public Works and Utilities

Date: August 18, 2023

Subject: September 18, 2023 - Hall County Planning Commission Agenda

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR
Srikanth Yamala

PUBLIC WORKS AND
UTILITIES DIRECTOR
Bill Nash, P.E.

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the September 18, 2023 meeting. Upon review, we provide the following comments.

1. [3922 Green Drive | Amend Conditions of R-1 | on a 16.00± acre parcel located on the south side of Green Drive at its intersection with Clarks Bridge Road | Zoned R-1, Tax Parcel 10156 000009 | Proposed Use: 9-lot subdivision | ** Commission District 3 | Larry Poole, applicant.](#)
 - a. **Engineering:** As this subdivision is greater than 6 lots on an existing road a stormwater management report prepared by a professional engineer will be required.
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
 - b. **Traffic:** Permit will be required from GDOT for driveway connection to Clarks Bridge Road.
 - c. **Utilities:** No sewer connection available in the area.

2. [3268 Whidby Road | Variance | 17.240.010 to reduce the right yard setback from 10 feet to 5 feet | on a 0.30± acre tract located on the north side of Whidby Road, approximately 1,815 feet from its intersection with Lanier Islands Parkway | Zoned V-C Tax Parcel 07330 004001D | Proposed Use: detached garage | * Commission District 2 | Sheridan Bazemore, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

3. [5991 Circle Four Ranch | Use Subject to Planning Commission Approval | 17.110.030. caretaker and/or employee residences | on a 3.03± acre tract located approximately 686 feet south of its intersection with Blackjack Road | Zoned AR-III; Tax Parcel 15048 000034C | Proposed use: caretaker residence | * Commission District 1 | Greg Loyd, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

4. [7042 Baker Lane | Use Subject to County Commission Approval | 17.215.020. agri-entertainment | on a 31.02± acre tract located on the terminus of Baker Lane | Zoned AR-IV; Tax Parcel 12037 000003 | Proposed use: agri-entertainment business | ** Commission District 3 | Laura Labovitz, 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 wretched vegetation not centerline of stream.
FEMA and Hall County studied Flood plains present on site.
 - b. **Traffic:** Improvements along Baker Lane and Baker Circle may be required
 - c. **Utilities:** No sewer available

5. [8545 Belton Bridge Road | Amend Conditions of AR-IV | on a 8.23± acre parcel located at the terminus of Pintail Court | Zoned AR-IV; Tax Parcel 12127 000001 | Proposed Use: Amenity area | ** Commission District 3 | Mallard View Homeowners Association, applicant.](#)
 - a. **Engineering:** No Comment
 - b. **Traffic:** No Comment
 - c. **Utilities:** No Comment

6. [\(A\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Rezone | from Agricultural Residential III \(AR-III\) and Planned Commercial Development \(PCD\)/ Gateway Corridors Overlay District \(GCOD\) to Light Industrial \(I-I\) / Gateway Corridors Overlay District \(GCOD\) on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: boat and RV storage and an office/warehouse | ** Commission District 3 | Dutton Properties, applicant. \(B\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Use Subject to County Commission Approval | 17.420.050. outdoor storage | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: outdoor storage within Gateway Corridors Overlay District | ** Commission District 3 | Dutton Properties, applicant. \(D\) 3405, 3419, 3443, 3505 Cleveland Highway and 3906 Donna Drive | Variance| 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on 20.16± acres located on the north side of Cleveland Highway, at its intersection with Donna Drive | Zoned AR-III and PCD / GCOD, Tax Parcels: 10144 000036, 000030, 000035, 000041, and 000029 | Proposed Use: boat and RV storage and office/warehouse | ** Commission District 3 | Dutton Properties, applicant.](#)
 - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.
Proposed GDOT project goes right through this parcel.
 - b. **Traffic:** Permit from GDOT will be required for connection to Cleveland Highway.
 - c. **Utilities:** No sewer connection within feasible distance

7. [3302 and 3212 Antioch Campground Church and 3446, 3450, and 3456 Looper Lake Road | Rezone | from Agricultural Residential III \(AR-III\) to Planned Residential Development \(PRD\) on 55.16± acres located on the south side of Antioch Campground Road at its intersection with Looper Lake Road | Zoned AR-III; Tax Parcels 10096 000006 \(pt.\), 000004, 000059, 000061, and 000062 | Proposed Use: 108 unit single-family development | ** Commission District 2 | Carole Freeman, applicant.](#)
- A. **Engineering:** Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6. Show stream buffer and impervious setback from wretched vegetation not centerline of stream
Floodplain present on site.
- b. **Traffic:** Traffic impact study hasn't been submitted
Improvements to Antioch Campground Road may be required.
Recommend a condition that all lots access internal subdivision roads only.
Applicant should verify that required intersection sight distance for proposed entrance can be achieved.
- c. **Utilities:** City of Gainesville sewer district.
8. [\(A\) 4053 Cleveland Highway | Rezone | from Agriculture-Residential-III \(AR-III\) to Suburban-Shopping \(S-S\) / Gateway Corridors Overlay District \(GCOD\) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | ** Commission District 3 | Donnie Hunt, applicant.](#)
[\(B\) 4053 Cleveland Highway | Use Subject to Planning Commission Approval | 17.140.020. shopping centers | on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: Shopping Center | * Commission District 3 | Donnie Hunt, 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 wretched vegetation not centerline of stream
- b. **Traffic:** Permit from GDOT will be required for access from Cleveland Highway.
- c. **Utilities:** No sewer connection within a feasible distance.
9. [\(A\) 1731 Friendship Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Planned Commercial Development \(PCD\) / Gateway Corridors Overlay District \(GCOD\) on a 7.33± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 \(pt.\) | Proposed Use: 185-unit multi-family development | ** Commission District 1 | Tim Wilbanks, applicant.](#)
[\(B\) 1731 Friendship Road | Rezone | from Agricultural Residential IV \(AR-IV\) to Highway Business \(H-B\) / Gateway Corridors Overlay District \(GCOD\) on a 2.72± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 \(pt.\) | Proposed Use: permitted uses within H-B | ** Commission District 1 | Tim Wilbanks, applicant.](#)
[\(C\) 1731 Friendship Road | Variance | 17.420.050.C.2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on a 10.04± acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV; Tax Parcel 15041 000190 |](#)

Proposed Use: 185-unit multi-family development and permitted uses within H-B | ** Commission District 1 | Tim Wilbanks, 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 wretched vegetation not centerline of stream
- b. **Traffic:** GDOT permit will be required for connection to Friendship Road.
- c. **Utilities:** Hall County sewer district – sewer connection is within a feasible distance.

Anael Dominguez (CDI: Planning)

From: John Hornick (Fire Services)
Sent: Friday, August 18, 2023 3:03 PM
To: Anael Dominguez (CDI: Planning)
Cc: Randi Doveton (CDI: Planning)
Subject: Fire Comments

Monday, September 18, 2023 Hall County Planning Commission Meeting.

1. [\(A\) 4053 Cleveland Highway | Rezone | from Agriculture-Residential-III \(AR-III\) to Suburban-Shopping \(S-S\) / Gateway Corridors Overlay District \(GCOD\) on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: grocery store, convenience store with gas & restaurant | * Commission District 3 | Donnie Hunt, applicant.](#)

The Hall County Fire Marshal's Office has no comments as proposed

[\(B\) 4053 Cleveland Highway | Use Subject to Planning Commission Approval | 17.140.020. shopping centers | on a 6.34± acre tract located on the west side of Cleveland Highway at its intersection with Jim Hood Road | Zoned AR-III; Tax Parcel 12025 000036 | Proposed use: Shopping Center | * Commission District 3 | Donnie Hunt, 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



Anael Dominguez (CDI: Planning)

From: Jennifer Rivera (Administration)
Sent: Monday, September 25, 2023 8:05 AM
To: jhamblen@charter.net
Cc: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)
Subject: RE: Shopping center on Jim Hood Road

Your comment has been received and will be forwarded to Planning for inclusion in their meeting documents.

Jennifer Rivera
Board of Commission Clerk
Hall County Government
Tel: 770-297-2684
jrivera@hallcounty.org
www.hallcounty.org



From: jhamblen@charter.net <jhamblen@charter.net>
Sent: Friday, September 22, 2023 4:24 PM
To: Jennifer Rivera (Administration) <jrivera@hallcounty.org>
Subject: Shopping center on Jim Hood Road

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

Please pass on to the commissioners that I along with many of my neighbors do not want the proposed shopping center at the corner of Jim Hood Road and Cleveland Highway. We do not need these commercial establishments as we have several other alternatives in the area. This intersection has enough crashes as it is and we do not want creeping development in our semi-rural area.

Thanks,
Jim Hamblen
4628 Highland Road

Category Planning & Zoning has received a new request.

Here is what we have on file:

All

#1563

Category: Planning & Zoning
Priority: 3
Assigned To: Stewart Brian
Submitted: 9/15/2023 11:07 AM
Source: Website 172.69.70.143

SUBMITTER

Michelle Ladewig
4098 Sutton road 4098 Sutton
road

Gainesville, GA 30506

CONTACT

mladewig4@yahoo.com
7705309444

[View Request](#)

4053 Cleveland Highway
Gainesville, GA 30506

REQUEST DETAILS

Description

I do not agree with the zoning plans for 4053 Cleveland Highway. We do not need a grocery store-there are 2 Krogers within 10 minutes of there. Plus a new Publix being built and an IGA less than 10 minutes north. We do not need a gas station as there is one right across the street. This is a residential area and we do not want these commercial business in our backyard. Also, the road cannot support it. It narrows down to 1 lane right at the front of where you are proposing these business. It's already busy and bottle necks there even without these businesses in place.

Your Information

Name

Michelle Ladewig

Fax Number

Email Address

mladewig4@yahoo.com

Preferred Contact Method

email

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT: **DONNIE HUNT**
REQUEST: **REZONE FROM RR-III TO SS FOR A GROCERY STORE, CONVENIENCE STORE WITH GAS & RESTAURANT**
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION: **DATE: Sept 19, 2023** & **TIME: 5:15pm**
COUNTY COMMISSION: **DATE: Oct 26, 2023** & **TIME: 6:00pm**
HALL COUNTY GOVERNMENT CENTER, 3075 BROWNELL BRIDGE ROAD, CAPITOL HILL, GA
FOR MORE INFORMATION CALL: (770) 321-4800

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT: **DONNIE HUNT**
REQUEST: **Use Subject To Planning Commission Approval For A Shopping Center**
PUBLIC HEARINGS WILL BE HELD ON:
PLANNING COMMISSION: **DATE: Sept 19, 2023** & **TIME: 5:15pm**
COUNTY COMMISSION: **DATE: Oct 26, 2023** & **TIME: 6:00pm**
HALL COUNTY GOVERNMENT CENTER, 3075 BROWNELL BRIDGE ROAD, CAPITOL HILL, GA
FOR MORE INFORMATION CALL: (770) 321-4800

ZONING NOTICE
AN APPLICANT HAS BEEN FILED WITH THE ZONING COMMISSION IN REGARDS TO THE ZONING MATTER AS FOLLOWS:
APPLICANT: **DONNIE HUNT**
REAR: **REZONE FROM R-10 TO S-S BY AGENCY**
STREET, CONCERNED STREET WITH GAS & RESTAURANT
Date: **JAN 18, 2023** Date: **JAN 18, 2023**
Time: **10:00 AM** Time: **10:00 AM**

ZONING NOTICE
AN APPLICANT HAS BEEN FILED WITH THE ZONING COMMISSION IN REGARDS TO THE ZONING MATTER AS FOLLOWS:
APPLICANT: **DONNIE HUNT**
REAR: **Use Subject To Review Commission**
Approval For A Short Term Dwelling
Date: **JAN 18, 2023** Date: **JAN 18, 2023**
Time: **10:00 AM** Time: **10:00 AM**

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT: **DONNIE HUNT**
REQUEST: **Rezone from AB-III to SS for A Grocery Store, Convenience Store With Gas & Restaurant**
PUBLIC HEARINGS WILL BE HELD AS:
DATE: **Sept 18, 2013** & DATE: **Oct 26, 2013**
TIME: **5:30 p.m.** & TIME: **6:00 p.m.**
FOR MORE INFORMATION CALL: (770) 831-4800

ZONING NOTICE
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY.
APPLICANT: **DONNIE HUNT**
REQUEST: **Use Subject To Planning Commission Approval For A Shopping Center**
PUBLIC HEARINGS WILL BE HELD AS:
DATE: **Sept 18, 2013** & DATE: **Oct 26, 2013**
TIME: **5:30 p.m.** & TIME: **6:00 p.m.**
FOR MORE INFORMATION CALL: (770) 831-4800



ZONING NOTICE
This property is located in the [illegible] Zoning District. Any proposed use of this property must conform to the zoning regulations for this district. For more information, please contact the Planning Department at [illegible].

ZONING NOTICE
This property is located in the [illegible] Zoning District. Any proposed use of this property must conform to the zoning regulations for this district. For more information, please contact the Planning Department at [illegible].



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (10/23/23)
REPORT TO: Voting Meeting (10/26/23)
ITEM NO: 549/2023
SUBJECT: Approve the purchase of two (2) tag-along trailers for Road Maintenance to Hooper Trailer Sales, Inc. of Monticello, GA, in the amount of \$53,990.00.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: BN
Recommendation: Approve.

Purpose of Request: Approve the purchase of two (2) tag-along trailers for Road Maintenance to Hooper Trailer Sales, Inc. of Monticello, GA, in the amount of \$53,990.00.

History:

Facts and Issues: The model description of the equipment is 8.5x30 Tilt GI 5' Stationary + 25' Tilt.

Options:

This equipment purchase is part of the FY24 Capital Improvements Program for Road Maintenance.

Three (3) quotes were received from Hooper Trailer Sales, Inc., Trail Boss Trailers, Inc., and Trailers2Go4Less. Hooper Trailer Sales Inc. offered the lowest price.

Funding Requested	\$ 53,990.00
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:

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

Attachments:

- Financial Supplement
- Hooper Trailer Sales, Inc. Quote
- Trailers2Go4Less Quote
- Trail Boss Quote



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

AGENDA ITEM 549/2023

Funds Requested: \$ 53,990.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	4220-ROAD MAINTENANCE	542500-OTHER EQUIPMENT	\$53,990.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JH

Phone: 770-531-6824



1726 U.S. Highway 41 South
Griffin, Georgia 30224
Office: 770-412-0045
Fax: 770-412-0096

MAIN OFFICE
2245 Bethel Church Road
Monticello, Georgia 31064
Office: 706-468-8414
Fax: 706-468-9624

11190 Old Federal Road
Carnesville, Georgia 30521
Office: 706-677-2070
Fax: 706-677-4870

Customer Name: HALL COUNTY BOARD OF COMMISSIONERS

customer contact: Jimmy (678) 752-3199 jhightower@hallcounty.org

Quote From: BARRY HOOPER

Year: 2023

Model: 8.5x30 Tilt GI 5' Stationary + 25' tilt

Axles: (2) Dexter 20,000 lb Air Brake w/ABS

Tires: (8) 515-75-17.5 16 ply on 10 Bolt Wheels

Coupler: Adjustable Pintle Hook

Frame: 14" I-Beam

Jack: (2) 2 speed

Ramps: None

Wiring: Sealed

Lights: L.E.D

Tie Down: 16 D-Rings Angled 1"

Price: \$26,995 each

**** ALL PRICES ARE SUBJECT TO A SURCHARGE****

1-844-994-INFO(4636)



Search by length only (Eg: x 24)

Home – Econoline – Alabama Built Heavy-Duty Dual Tandem Tilt Trailers – Econoline 20-Ton 102" x 25' Heavy Duty Dual-Tandem Tilt Trailer *Air Brakes*



Econoline 20-Ton 102" x 25' Heavy Duty Dual-Tandem Tilt Trailer *Air Brakes*

~~\$39,274.00~~

\$33,497.00

[View All Standard Features Included on This Trailer](#)

[View All Other Available Econoline Trailer Sizes](#)

Deposit Required: \$ 20,000.00 for standard trailer

* pay the required build deposit amount with order. pay remainder at or before pick up or delivery.

1-844-994-INFO(4636)



Axles

(2) 20,000 lb. axles with oil bath bearings

Bed Type

tilt w/ one single speed jack

Bed Length

25' tilt bed (standard)

Bed Width

102" standard w/rub rail & stake pockets

Bed Height

40" from ground level (approx.), 14 degree tilt (approx.)

Capacity

48,000 lb. GVWR

Trailer Weight

9,500 lb. (approx.)

Brakes

12 1/4" x 7 1/2" air brakes

Tires

235 75 R 17.5 radials

Spec Sheet

[Click Here for Spec Sheet](#)

SELECT YOUR COLOR(S)

CUSTOMIZE YOUR TRAILER



15722 US HWY 45 • MACON, MS 39341
PH (662) 726-5666 • FAX (662) 726-5815
(800) 345-2452 • www.trailboss.com

August 1, 2023

Jimmy Hightower
Hall County Road Mnt.
1670 Barber Road
Gainesville, GA 30507

**SPECIFICATIONS FOR 20-TON TAG-A-LONG
(TILT TOP)**

FRAMEWORK:

Main Frame: 14" I-Beam 30# per ft.
Cross Members: 4" I-Beam 7.7# per ft. (pierced thru main frame)
Side Rails: 8" channel 11.5# per ft.
Head Rail: 8"

UNDERCARRIAGE:

Tandem 20,000# oil bath axles
12 1/4" x 7 1/2" brakes, both axles
8-hole Budd wheels (8) Unimount
9700 Hutch Suspension
215/75R17.5 16-ply radial tires (8)
Air brakes (Spring/Maxi brakes on rear axle)

DIMENSIONS:

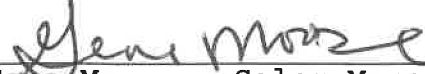
Bed Length 25' partial tilt (5' stationary deck + 20' tilt)
Overall Width 8 1/2' Height 35" (unloaded)
5' tongue with expanded metal bottom

MISCELLANEOUS SPECIFICATIONS:

Adjustable 3" pintle ring, 60,000#
High tensile safety chains
12,000# drop-leg jack
Two (2) hydraulic cushioning cylinders
DOT sealed beam lights (LED)
Mud flaps
Protected wiring system
Stake pockets and D-rings along each side
2" hardwood decking w/cleated rear deck
Color: Industrial Yellow (options available)
Other options available
All specifications and prices are subject to change without notice.

BID PRICE: \$31,200.00 FOB Gainesville, GA
customer responsible for unloading

Bid submitted by:


Gene Moore - Sales Manager

**1/2 deposit required to confirm order
with balance required on delivery*

BUILDING QUALITY SINCE 1984



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 550/2023

SUBJECT: Approve the purchase of two (2) Mack tandem dump trucks for Road Maintenance to Gainesville Truck Center of Gainesville, GA, in the amount of \$351,196.00.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: BN
Recommendation:
Approve.

Purpose of Request:
Approve the purchase of two (2) Mack tandem dump trucks for Road Maintenance to Gainesville Truck Center of Gainesville, GA, in the amount of \$351,196.00.

History:

Facts and Issues:
The model number of the dump truck chassis/cab is Granite 64FR, MP7 425 HP Engine, Allison 4500RDS Transmission with Dump Body.

Options:

The model number of the spreader dump truck chassis/cab is Granite 64FR, MP7 425 HP Engine, Allison 4500RDS Transmission w/out Dump body.

This equipment purchase is part of the FY 2024 Capital Improvement Program for Road Maintenance.

The recommendation is based on the Sourcewell Cooperative Purchasing Contract #060920-MAK.

Funding Requested

\$ 351,196.00

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:

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

Attachments:

Financial Supplement

Dump Truck Quote no dump body

Dump Truck Quote

SourceWell Dump Truck Contract



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

AGENDA ITEM 550/2023

Funds Requested: \$ 351,196.00

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

Capital Projects Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	4220-ROAD MAINTENANCE	542100-MACHINERY	\$351,196.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: JH

Phone: 770 531-6800



Sourcewell

Awarded Contract

Contract # 060920-MAK

Date 07-25-2023

CUSTOMER QUOTATION

Member Name 34982 HALL COUNTY

Address 2875 Browns Bridge Road, GAINESVILLE GA 30504

GAINESVILLE TRUCK CENTER provides the following vehicle(s) for your consideration.

ONE (1) New/Unused Mack (Granite 64FR, MP7 425 HP Engine, ALLISON 4500RDS Transmission) Cab and Chassis Truck

	One Unit (1)
Chassis List Price	\$ 206,106
Member Discount Factor	23.3%
Total Discount from List	\$ <u>47994</u>)
Sourcewell Customer Chassis Price	\$ 158,112
 Sourced Goods	
Prep	\$ 1,650
Body	\$ 0
Added Protection Plans	\$ <u>0</u>
 Total	 \$ 159,762

This vehicle(s) is available under the Sourcewell Contract Number 060920-MAK. Please reference this Contract Number on all Purchase Orders. HALL COUNTY and Sourcewell Member ID # 34982.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

TOMMY OCAMB 678-316-9541



Date 07-25-2023

CUSTOMER QUOTATION

Member Name 34982 HALL COUNTY

Address 2875 Browns Bridge Road, GAINESVILLE GA 30504

GAINESVILLE TRUCK CENTER provides the following vehicle(s) for your consideration.

ONE (1) New/Unused Mack (Granite 64FR, MP7 425 HP Engine, ALLISON 4500RDS Transmission) DUMP BODY/MAVERICK/WITH BARN DOOR provided by OX BODIES:

	One Unit (1)
Chassis List Price	\$ 206,106
Member Discount Factor	23.3%
Total Discount from List	\$ <u>47,994</u>)
Sourcewell Customer Chassis Price	\$ 158,112
Sourced Goods	
Prep	\$ 1,650
Body	\$ 31,672
Added Protection Plans	\$ <u>0</u>
Total	\$ 191,434

This vehicle(s) is available under the Sourcewell Contract Number 060920-MAK. Please reference this Contract Number on all Purchase Orders. HALL COUNTY and Sourcewell Member ID # 34982.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

TOMMY OCAMB 678-316-9541



Solicitation Number: RFP #060920

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mack Trucks, Inc., 7825 National Service Road, Greensboro, NC 27409 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to make available for purchase through its participating independent authorized dealers equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will make available for purchase through its participating independent authorized dealers the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor's warranty for the Equipment, Products, and Services furnished will be as stated in the written warranty document provided to a Participating Entity at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor and/or Vendor's participating independent dealer with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor and/or Vendor's participating independent authorized dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor and/or Vendor's participating independent authorized dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor and/or Vendor's participating independent authorized dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor and/or Vendor's participating independent authorized dealer. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor's participating independent authorized dealer will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor and/or Vendor's participating independent authorized dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn:

Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract’s expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor’s Authorized Representative is the person named in the Vendor’s Proposal. If Vendor’s Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 60 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcwell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by

Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

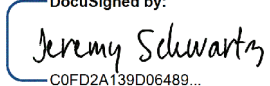
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION


Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

*** Signature Page Follows ***

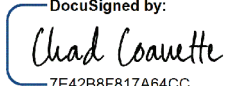
Sourcewell

DocuSigned by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Director of Operations &
 Procurement/CPO
 8/14/2020 | 11:29 AM CDT
 Date: _____

Mack Trucks, Inc.

DocuSigned by:

 6DB295A6AB04410...
 By: _____
 Jonathan Randall
 Title: VP Sales & Marketing
 8/14/2020 | 11:08 AM CDT
 Date: _____

Approved:

DocuSigned by:

 7E42B8F817A64CC...
 By: _____
 Chad Coauette
 Title: Executive Director/CEO
 8/14/2020 | 11:32 AM CDT
 Date: _____

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Mack Trucks
Does your company conduct business under any other name? If yes, please state: No
Address: 7825 National Service Rd.
Greensboro, North Carolina 27409
Contact: Scott Miller
Email: scott.miller@macktrucks.com
Phone: 336-662-7683
Fax: 336-291-9102
HST#: 52-1582040

Submission Details

Created On: Monday April 20, 2020 09:39:05
Submitted On: Tuesday June 09, 2020 07:58:55
Submitted By: Scott Miller
Email: scott.miller@macktrucks.com
Transaction #: dc05678d-77e6-4c6e-8755-b9a4476ba1ce
Submitter's IP Address: 168.149.137.3

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Mack Trucks, Inc.
2	Proposer Address:	7825 National Service Road, Greensboro, NC 27409
3	Proposer website address:	www.macktrucks.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jonathan Randall, VP Sales & Marketing. 7825 National Service Road, Greensboro, NC 27409 jonathan.randall@macktrucks.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Miller - Manager, Sales Development. 7825 National Service Road, Greensboro, NC 27409 scott.miller@macktrucks.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Darren Jones, Director Pricing, 7825 National Service Road, Greensboro, NC 27409 Darren.Jones@macktrucks.com Edward Schnake, Manager, Pricing. 7825 National Service Road, Greensboro, NC 27409 edward.schnake@macktrucks.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Dedicated to durability, reliability and meeting the needs of customers, Mack Trucks has provided purpose-built transportation solutions since 1900. Today, Mack Trucks is one of North America's largest producers of heavy-duty trucks, and Mack® trucks are sold and serviced through an extensive distribution network in more than 45 countries. Mack trucks, diesel engines and transmissions sold in North America are assembled in the United States.</p> <p>Mack Trucks is part of the Volvo Group, which is driving prosperity through transport solutions by offering trucks, buses, construction equipment, power solutions for marine and industrial applications, financing and services that increase customer uptime and productivity. Founded in 1927, the Volvo Group is committed to shaping the future landscape of sustainable transport and infrastructure solutions. The Volvo Group is headquartered in Gothenburg, Sweden, employs 104,000 people and serves customers in more than 190 markets. In 2019, net sales amounted to about \$45.7 billion.</p>
8	What are your company's expectations in the event of an award?	<p>Mack Trucks expects to gain market share within the segments that Sourcewell has customers. Mack Trucks has traditionally tracked a defined "municipal" market share and has placed much focus on these municipal products and customers. For example, the company services Class 8 truck chassis in a segment called CST>10L for which Mack Trucks reports a current 14.7% market share. While 14.7% is respectable, Mack Trucks strives to be Number 1 in market share and customer satisfaction within this important segment. In addition to the Class 8 chassis, Mack Trucks now offers expanded products for these same educational, government agency, and non-profit customers with its newest offerings in Class 6 and Class 7 chassis. The company expectations in all segments of its business is always to meet customer demands and grow market share, but in this CST>10L segment specifically Mack Trucks expects to increase its lines of business for the different types of Sourcewell customers.</p>

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Mack Trucks is a wholly owned subsidiary of Volvo AB, a global entity employing 104,000 people and serving customers in more than 190 markets, with net sales of about \$45.7 billion for 2019. Volvo AB is a Swedish-based public company. As a subsidiary, Mack Trucks itself does not produce independent audited financial statements or have SEC filings. However, Mack Trucks hereby provides the current rating Volvo AB has with several different rating agencies, for example the A ratings with both Moody's and Standard and Poor's. Mack Trucks also provides the 2019 Annual Report for Volvo AB, which includes various reports specifically addressing the Mack Trucks subsidiary and Mack product lines.	*
10	What is your US market share for the solutions that you are proposing?	Mack Trucks' "municipal" market share for class 8 trucks in the US is 14.7%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Mack Trucks' "municipal" market share for class 8 trucks in Canada is 7.2%. Due to Canadian privacy laws, it remains difficult to verify the Canadian market share, although Mack Trucks believes actual market share figures to be greater than reported.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of this submission, Mack Trucks has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mack Trucks is a manufacturer of class 6-8 trucks. Every Mack® truck built for the North American market is assembled at its Mack Lehigh Valley Operations facility in Macungie, PA. Engines and transmissions for the North American market are built at its powertrain facility in Hagerstown, MD. Mack Trucks has approximately 125 corporate employees in the field in various sales, parts, and service roles. These employees are located at home offices all over the US and Canada, calling on dealers and end customers (including Sourcewell members) to promote the sale of trucks and parts, and to assist customers with any service uptime issues. The corporate employees also interface with the Mack dealer network on a daily basis. Mack Trucks has hundreds of support personnel on its corporate campus in Greensboro, NC assisting its field teams, dealers, and end customers. Mack Trucks has a dedicated UpTime Center staffed with over 600 people operating a live person call center functioning 24/7 for 365 days a year. The UpTime Center further supports its customer base by speaking in 8 different languages. Mack Trucks sells and services its products through a network of independent authorized dealers. As of January 1, 2020, Mack Trucks had 124 dealer-owners with 432 rooftop locations servicing the US and Canada. Mack Trucks has issued comprehensive policies and procedures to its dealers to help ensure end customers are supported in a consistent, comprehensive manner, in line with the expectations of the Mack brand, regardless of where Mack end customers may be located.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Although Mack Trucks is not aware of any licenses or certifications needed to either produce or sell chassis specifically to Sourcewell customers, Mack Trucks does maintain required trade licenses to conduct business in all 50 states of the US and in the provinces of Canada.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Mack Trucks certifies that to the best of its knowledge and belief it has not been listed by any federal or state authority as debarred or suspended during the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2020 - Mack Trucks' John Walsh, Mack Trucks vice president of marketing, was named to Constellation Research's 2020 AX50, an elite list of leaders from companies focused on innovation and transforming customer experiences. Mack Trucks and Walsh were recognized for the truck manufacturer's work in customer experience and digital marketing.</p> <p>2018 – Mack Trucks' design team was recognized by the Industrial Designers Society of America with a Silver International Design Excellence Award (IDEA) in recognition of their work on the Mack Anthem model.</p> <p>2016 – Mack Trucks and its Mack Trucks Academy won a Brandon Hall Group gold award in the Best Learning Program Supporting a Change Transformation Business Strategy category for its Certified Uptime Centers training program. The Brandon Hall Group awards recognize how learning programs are developed and applied in support of major organizational changes.</p> <p>2016 – Mack Trucks' "The Horn" video won four bronze Telly Awards, which honor the finest video and film productions and online commercials, video and films.</p> <p>2016 - Superior Carriers, a division of Superior Bulk Logistics, awarded Mack Trucks its President's Supplier Excellence Award, the only external award given by the company on an annual basis.</p> <p>2015 – Mack Trucks' website was honored as a Gold Winner in the business-to-business category of the 13th annual Horizon Interactive Awards, which recognize excellence in interactive media production.</p> <p>2015 – Mack Trucks was named the 2015 Commercial Vehicle Maker of the Year by TU-Automotive, a leading organization focused on the connected vehicle technology segment. Mack Trucks received the award for Mack GuardDog Connect, its integrated telematics solution, and Mack Fleet Management Services.</p>
17	What percentage of your sales are to the governmental sector in the past three years	10.6% of its sales were to the governmental sector in the last three years.
18	What percentage of your sales are to the education sector in the past three years	Less than 1% of its sales were to the education sector over the last three years.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Many Mack dealers work directly with local state cooperative purchasing contracts, but Mack Trucks does not hold any contracts corporately. Some examples would be: Florida Sheriff's Association, North Carolina Sheriff's Association, Alabama County Commission Association, Pennsylvania Co-Stars, Texas Buy Board. Mack Trucks does not track the sales by cooperative, as these sales are handled and tracked through its independent authorized MACK dealers throughout the US and Canada.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Mack Defense, a wholly owned subsidiary of Mack Trucks, Inc. and the Volvo Group has a GSA contract. Cage code: 6B8L4. (flyer attached in documents)</p> <p>Sales volumes on the GSA contract are as follows: 2017 125 units totaling \$14.3M 2018 47 units totaling \$5.4M 2019 140 units totaling \$19.6M</p>

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
State of Utah DOT	Troy Starley	801-965-4470
City of Detroit	Bill Webster	313-628-1148
Missouri DOT	Roy Hogsett	660-385-8274

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Agencies in NY	Government	New York - NY	We mainly sell cabover refuse trucks that are also used to plow snow. They also use our chassis for wreckers, dump trucks, and others.	635 trucks	\$184,116,980
Agencies in PA	Government	Pennsylvania - PA	Chassis for snow plows	363 trucks	\$36,772,989
Agencies in TN	Government	Tennessee - TN	Chassis for snow plows and dump trucks	203 trucks	\$21,390,110
Agencies in AL	Government	Alabama - AL	Chassis for dump trucks and tractors to haul dump trailers.	184 trucks	\$21,650,912
Agencies in UT	Government	Utah - UT	Chassis for snow plows	152 trucks	\$14,828,208

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Mack Trucks currently has 31 corporate sales reps in the field, working from home offices and covering territories calling on Mack dealers and customers. Together with the 893 dealer sales reps, the corporate field team will visit customers to work on selling Mack trucks.
24	Dealer network or other distribution methods.	Mack Trucks has 432 Full Line dealers for the US / Canada. Of those dealers 132 are Certified Uptime Dealers which means they have dedicated bays to get trucks in and out of the shop quickly. Customers can expect a diagnosis within two hours of arriving at a Certified Uptime Center and if the repair fits the criteria the truck is pulled into an Uptime bay where the repair is done in four hours or less.
25	Service force.	Mack Trucks currently has 77 corporate service reps in the field, working from home offices and covering territories calling on Mack dealers and customers in the US and Canada. These service reps work directly with Mack dealers and customers to address repairing and/or servicing Mack trucks. They also become involved with customers to support warranty, Up-time solutions, Over-the-air programming, etc.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Mack Trucks has a 24 hour / 365 day Mack One Call Uptime Center. All operations are in Greensboro, NC and fully staffed 24/7 with trained professionals to assist with any type of issues. All operations are in one facility, housing Parts and Reliability engineers who can speak face to face to ensure a quick response to an issue. Mack Trucks also has complete lists of outside towing /repair facilities to support customer needs.
27	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	In the United States Mack Trucks has a total of 342 rooftop locations. This includes 279 Full-line dealers (truck sales, parts, and service) and the rest are parts and service locations. Mack dealers desire a program to sell trucks under the Sourcwell banner and make the purchasing process easier for their customers who are also Sourcwell members. Mack Trucks views a successful Sourcwell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, and Sourcwell Members.
28	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	In Canada Mack Trucks has a total of 90 rooftop locations. This includes 34 Full-line dealers (truck sales, parts, and service) and the rest are parts and service locations. Mack dealers desire a program to sell trucks under the Sourcwell banner and make the purchasing process easier for their customers who are also Sourcwell members. Mack Trucks views a successful Sourcwell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, and Sourcwell Members.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic restrictions unless the local Mack dealer decides independently not to participate in the program.
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no limitations to Mack dealers selling and servicing Mack products to any of the Sourcwell entity participating sectors. Mack Trucks has no exclusive agreements with any other cooperative purchasing contracts that will limit its ability to promote Sourcwell.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Mack Trucks has dealers in Hawaii, Alaska, and US Territories who will be able to sell to and service Sourcwell customers. There are no restrictions unless the local Mack dealer independently decides not to participate in the program.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The strategy will be to educate and engage the Mack dealer network to properly be aware of these bid opportunities. Mack Trucks will place ads where appropriate to communicate that the Mack brand is now a part of the Sourcewell network.</p> <p>Mack Trucks' plan is to identify Mack Sourcewell dealers and include the notation in the Mack dealer locator. This will allow customers to search for and discover Mack Sourcewell dealers closest to them via the Mack dealer locator.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Mack Trucks remains highly focused on delivering the digital experience across all of its marketing channels. The primary objective in Mack Trucks Marketing is to drive awareness, interest, and consideration of Mack products and services. Mack Trucks uses social media, video, trade shows, programmatic digital materials, and other technological methods for marketing its messages. Marketing supports potential and existing customers that are actively shopping for Classes 6-8 products, to provide news, product and service improvements, and new offerings of Mack Trucks, and promotes connections between potential and existing customers with Mack Trucks dealers based on an interested party's location for customer convenience.</p> <p>Web forms, landing pages, multi-channel marketing campaigns, offline print, and trade show experiences encourage potential customers to self-identify and promote personalized and segmented customer profiles. These efforts allow Mack Trucks to better understand a customer's needs and applications. Complete profiles enable Mack Trucks to provide segmented content to customers, which can be further enhanced based on specific product inquiries and online website behavior tailored to a customer's interests. Customer information may be provided to independent authorized Mack dealers to foster relationships with potential customers about Mack products and services.</p> <p>Existing and potential customers can manage their technology and digital relationships with Mack Trucks in accordance with the Mack Privacy Policy, where Mack Trucks explains its use of cookies and other aspects of managing digital technologies. Mack Trucks allows customers to manage their preferences regarding access to and communications with Mack Trucks concerning its products and services.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	If Mack Trucks is awarded a Sourcewell contract, then Mack Trucks anticipates Sourcewell's role to be directing its Members to the Mack brand as an option for class 6-8 truck chassis. Further, Mack Trucks would appreciate being informed of the customer inquiry so that the company could inform its local Mack dealer. This lead will offer the Mack dealer an opportunity to initiate a conversation with said customer and hopefully provide them a solution to fit their needs.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to highly customizable nature of a Mack chassis, and the need for a Mack dealer to explain options to best suit a particular customers needs and equipment application, Mack Trucks does not currently offer an e-procurement ordering platform directly to the end customer. Mack Trucks does provide several on-line tools, for example its "truck builder" tool, where end customers can go to the MackTrucks.com website and "build a truck" to their general specifications. This tool will then send those general specifications to the closest Mack dealer who can in turn validate the specifications and quote that customer on those specs using the Mack Sales System (MSS) tool, and thereafter confirm and submit an order for product. However, for the protection of the customer, to ensure the customer is getting the proper product for its specific application and duty cycle, Mack Trucks does not offer the customer a mechanism to complete the transaction itself through an on-line e-procurement ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Mack Trucks offers a variety of training for its customers. Mack Trucks provides on-line training and will often send trainers to customer's locations and provide service technician training, driver training, and municipal training. All of these are tailored to fit customer needs.</p> <p>For example, in terms of driver training it is more on the functionality of the truck. The trainer gets a copy of the truck spec from the District Manager and then does some "classroom" work of going over the dash, seat, shifter, transmission features, engine, etc. The trainer addresses safety features, steering wheel, etc. Time permitting and depending on class size, after the classroom time, drivers will get a chance to get hands on with the truck as long as there is a truck available. With existing Mack brand customers, the trainer will be able to use Mack Analytics to view past fuel efficiency and talk about creating better habits to improve on that in the future.</p> <p>Often the training will occur as "train the trainer", and depending on the size of the fleet may also directly involve the drivers themselves. The pricing for the driver training is: Cost \$1650 per day (includes the instructor on-site, instructor's food and transportation). Training Agenda Day 1 Travel up Day 2 Driver Training Day 3 Travel back And this is for a 10 driver/driver trainer Max.</p> <p>Municipal training focuses on Service Technician training that is customized for their application or their truck spec. All of the examples the trainer uses in class would be for their specific application or truck spec (so minimal difference between the two). As for cost, it varies greatly. On average, \$325.00 per Service Technician per day.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Mack Trucks is preparing to offer fully electric vehicles, specifically in the refuse application, where many counties and municipalities have their own refuse fleets. Mack Trucks also offers natural gas options on some of its truck models which create cleaner near zero emissions, etc. Mack Trucks is also on the leading edge of telematics and provides over the air programming for many of the electronic and/or software driven items on trucks today. This will save customers, Sourcewell members, a tremendous amount of time by not having to bring the trucks to a local dealer for software upgrades or programming changes. Mack Trucks has the ability now to do these "over the air" updates in about 20 minutes, wherever the truck is parked provided they are in an area with a good cellular signal.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Environmental responsibility and green initiatives are important to Mack Trucks. Our Lehigh Valley Operations assembly facility, where all Mack trucks for the North American and export markets are assembled, and our powertrain production facility in Hagerstown, MD are both platinum-certified through the U.S. Department of Energy's Superior Energy Performance program. Both facilities are also participants in the U.S. Department of Energy's Better Buildings, Better Plants challenge to reduce energy intensity.</p> <p>Mack Trucks has also taken steps toward improving the environmental performance of its products by introducing technologies to improve fuel efficiency and reduce carbon dioxide emissions. The Mack MP8HE engine utilizes Mack Energy Recovery Technology, which captures waste energy from the engine's exhaust and converts it to mechanical energy that is delivered back to the engine crankshaft as additional torque. Mack Anthem models spec'd with the Mack HE+ efficiency package, which includes the Mack MP8HE, Mack mDRIVE AMT and additional aero features, plus available extended chassis fairings, can see up to 10 percent improved fuel efficiency, while also achieving the U.S. Environmental Protection Agency's SmartWay designation.</p> <p>Mack Trucks is also a leader in researching and developing alternatives to traditional diesel-powered transportation solutions. The Mack LR Electric is a fully electric version of the Mack LR refuse model featuring an integrated Mack electric powertrain. The LR Electric was unveiled in 2019 and will be demonstrated in real-world applications in 2020 with the New York City Department of Sanitation and Republic Services.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Mack Trucks' Lehigh Valley Operations and Hagerstown powertrain facilities are part of the U.S. Department of Energy's Better Buildings, Better Plants challenge, with an initial goal to reduce energy intensity by 25 percent in 10 years. Having met this goal five years ahead of schedule, both plants re-pledged to another Better Buildings, Better Plants challenge to reduce energy intensity by another 25 percent over 10 years.</p> <p>Both facilities have also been certified platinum by the U.S. Department of Energy's Superior Energy Performance program, which recognizes achievement in certification to the ISO 50001 and SEP 50001 standards, as well as demonstrated the use of best practices through the SEP 50001 Scorecard. In fact, Mack Trucks' Lehigh Valley Operations was the first U.S. manufacturing facility to become platinum-certified in the Mature Energy Pathway category.</p> <p>Mack Trucks manufacturing locations are also certified to the internationally recognized ISO 9001 standard for quality, ISO 14001 standard for environmental management systems and OHSAS 18001 (LVO only) standard for health and safety management systems.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Although Volvo Group North America, LLC does not qualify for accreditations as a small or diverse business, we support MBWE and small business initiatives with both a "Supplier Diversity" program and a "Small Business Office." Internally, Volvo Group sets goals and objectives for both programs and tracks spend results, which are issued quarterly. Volvo Group also sets commercial subcontracting goals with the federal government for our Small Business Office and issues annual reports for approval. We hold memberships in three councils, NMSDC, WBENC and NVBDC, and are a corporate sponsor of CVMSSDC. This helps us to actively pursue business relationships with their certified members. Volvo Group attends numerous trade shows and outreach events throughout the year that highlight diverse and/or small businesses to pursue such business relationships.</p> <p>Volvo Group's current percentage of total expenditures spent with diverse businesses is approx. 12% (including 10.6% classified as small businesses).</p> <p>For further details on Volvo Group's initiatives in this area please contact: Barbara N. Tischler Volvo Group Purchasing, Business Improvement Leader T: +1.336.662.4622 Email: barbara.tischler@volvo.com</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Mack trucks come standard with 24/7/365 no fee support with Mack OneCall. OneCall roadside assistance service features 24-hour roadside support. OneCall operators can help customers immediately identify the problem and locate the parts from one of Mack Trucks' six electronically-linked parts distribution centers in North America. With next-flight-out services, Mack Trucks can automatically ship the parts customers need for overnight delivery even outside of normal working hours, including Sundays and holidays.</p> <p>Mack OneCall agents are directly connected with Mack authorized dealers and parts and service locations as well as over 5,000 qualified service facilities in North America, so customers will be connected with immediate assistance wherever they may be. OneCall technicians are prepared to provide warranty expertise no matter the location of the customer.</p> <p>GuardDog Connect is an extension to Mack's World Class support. All Mack powered trucks come standard with connectivity and remote monitoring of the Mack engine, transmission and aftertreatment systems. If an issue is detected on the truck, that information is sent in real-time back to Mack UpTime Center where the issue is diagnosed and categorized by severity. For issues that are detected that require attention, they are categorized according to severity, diagnosed down to the root cause and create a case with detailed repair instructions for Mack OneCall agents. These agents will contact customers with an explanation of the issue and support throughout the repair process.</p>

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Warranty coverage is 100% for parts and labor subject to the qualifications, limitations, and exclusions as noted in our warranty certificates.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All warranties are standard warranty but Mack Trucks has the ability to Warranty trucks if necessary at locations other than a Mack dealer. Mack Trucks can authorize outside locations to complete a warranty and it is filed internally by our Uptime Center so no disruption to a customer.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Depending on the particular situation Mack Trucks may consider covering travel times and mileage.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	Authorized Mack dealers reside in almost every area of the country, but in certain situations Mack Trucks may use outside repair or customers' locations to complete repairs. To complete major issues Mack Trucks will tow the vehicle to the closest Mack dealer or the one with time available for the repair.	*
46	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?	Mack Trucks can only warranty products that are produced by Mack Trucks or that are installed by vendors that Mack Trucks uses in production. The warranty policy for any items made by other manufacturers would be up to each individual manufacturer. The local Mack dealer may have agreements with certain manufacturers where they become an "authorized warranty center" for those manufacturers but that would be up to each Mack dealer and manufacturer.	*
47	What are your proposed exchange and return programs and policies?	Because this is a chassis contract, there is no exchange and/or return program. If referring to parts exchange and/or core return programs, each supplier that our dealers work with will have their own programs and policies that will differ by vendor.	*
48	Describe any service contract options for the items included in your proposal.	Mack Trucks offers published protection plans for the chassis for up to 5 years, 500,000 miles, and for Mack engines and emissions systems for up to 5 years, 750,000 miles. Mack Trucks also offers custom plans based on the customer and application. For example, a Sourcwell member who keeps their truck for a number of years but doesn't run a lot of miles, Mack Trucks can custom quote a solution. In addition to protection plans, Mack Trucks also offers Premium Maintenance plans, so if a Sourcwell member doesn't want to change their own oil, filters, etc. Mack Trucks can custom create a plan where the local Mack dealer can service the Sourcwell member for a fee.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>Sourcwell Member payment terms will typically be the earlier of either net 30 days from date of Sourcwell Member customer invoice or receipt of Mack goods by Sourcwell Member.</p> <p>Final Payment terms may be negotiated between the Sourcwell Member and Mack Trucks dealer.</p>
50	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?	<p>Mack Financial Services provides a wide range of financing and lease options, including for government and municipalities. Our dealers also have other financing options at their disposal, including but not limited to NCL Government Capital, an approved Sourcwell lender.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer specific requirements. Sourcwell members will work with their local Mack Dealer to build and quote chassis that fit their specific needs. Each Dealer working with a Sourcwell member will process the Sourcwell members' purchase orders.</p> <p>Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcwell members under the contract. Mack Dealers will be required to opt-in to the Program in order to receive the Sourcwell discount. At time of quote, all Mack Dealers will be required to submit for the Sourcwell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcwell quotes will include a mandatory Sourcwell salescode that the dealer must add to qualify for applicable Sourcwell discount levels.</p> <p>Mack Pricing and Sales Administration will produce a list of qualifying chassis on a monthly basis to determine Sourcwell's applicable administrative fees to be remitted.</p> <p>To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcwell of all Dealer records related to any and all Sourcwell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>The P-card payment process is not typically used for commercial truck procurement. However, this would be mutually determined between the Sourcwell member and the Mack dealer.</p>

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
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53	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. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer specific requirements.</p> <p>Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items.</p> <p>Canadian Chassis are priced in USD and are subject to exchange rate at time of order or conversion to Sold status. Mack Trucks publishes a Foreign Exchange Letter semi-monthly. The letter provides dealers with the CAD-USD exchange rate that is applicable for Sold orders booked during the stated period.</p> <p>Mack Trucks reserves the right to make further concessions on a case by case basis.</p> <p>Attachments: "Sourcewell Member Mack Pricing Matrix.pdf" "Sourcewell Mack Proposal Example.pdf" "Sourcewell Mack Model List.pdf"</p>	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items.</p> <p>Mack Trucks reserves the right to make further concessions on a case by case basis.</p>	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing provided in the proposal reflects total potential volume under the Sourcewell contract. Mack Trucks reserves the right to make further concessions on a case by case basis.	*
56	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.	<p>Sourced Goods or Services are supplied at Dealer Cost plus 5% to Sourcewell Members. Mack dealers can solicit offers from sub-contractors for Sourced Goods and Services needed to meet the specific Sourcewell member's need.</p> <p>Sourced Goods and Services include, but are not limited to: specialized bodies (e.g., dumps, mixers, cranes, refuse, pump, utility, etc.), locally added equipment (e.g., pintle hook, auxiliary axles, fairings, logistics devices, etc.), extended warranty packages, and training.</p>	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Federal, State, and local taxes, fees, title, tag, permits, or other miscellaneous requirements are not included.</p> <p>The body company or dealer who takes delivery of the chassis may impose an un-decking fee. If required, these handling charges should be disclosed in the quote.</p> <p>Surcharges may apply depending on market conditions. Mack Trucks will give 90 day written notice issued to Sourcewell prior to the effective date and no orders made prior to the effective date will receive the surcharge.</p>	*

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>An equalized freight charge of \$2,100 is included in every invoice and this covers the cost of freight from Lehigh Valley Operations to the first destination on the contiguous US or Canada. This \$2100 freight charge is included in the Sourcewell Member Discount from Total List. If additional moves are needed on a vessel to the final destination, equalized freight will cover to the port and it is the responsibility of the dealer to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port. In addition to equalized freight, each chassis is permitted one move to an approved modification center prior to the final destination; currently approved modification centers are Customer Adaptation Center at LVO or TransEdge Truck Center in Allentown, PA and this roundtrip move is an additional \$150 to equalized freight. An exception is CNG tractors are permitted a move to TransEdge in Schuylkill Haven, PA for a round trip shuttle fee of \$1,450 to have CNG tanks installed.</p> <p>Any additional freight fees incurred above the \$2100 equalized freight charge can be charged to the Sourcewell Member at Dealer Cost plus 5%.</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>All Customs documentation is provided for chassis delivering to Canada. Equalized freight will cover deliveries to the contiguous US and Canada and does not include Alaska, Hawaii, and Puerto Rico. Equalized freight covers delivering these chassis to the port of choice with the dealer being responsible to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port.</p> <p>Any additional Freight Fees incurred above the \$2100 equalized freight charge can be charged to the Sourcewell Member at Dealer Cost plus 5%.</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Each delivery destination has a contractual delivery timeframe from factory finish to the final destination depending on mileage from Macungie, PA. Drivers are only allowed to drive a maximum of 500 miles or 8 hours/day. The timeframes range from 2 – 14 business days and does not include holidays or weekends.</p> <p>A hoist needs to be available to the transport driver within 2 hours of arrival or a wrecker will be called at the dealer's expense for undecking.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	This pricing is exclusive to Sourcewell members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	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 participating entities 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.	<p>Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcewell members under the contract. At time of quote, all Mack Dealers will be required to submit for the Sourcewell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcewell quotes will include a mandatory Sourcewell salescode that the dealer must add to qualify for applicable Sourcewell discount levels.</p> <p>Mack Pricing and Sales Administration will produce a list of qualifying chassis on a monthly basis to determine Sourcewell's applicable administrative fees to be remitted.</p> <p>To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcewell of all Dealer records related to any and all Sourcewell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program.</p>
63	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 the RFP and template Contract for additional details.)	Mack Trucks proposes to pay Sourcewell a per unit fee of \$750.00 USD for every Mack chassis delivered through and adhering to the Sourcewell contract framework.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Mack Trucks will be offering 6 different truck models to Sourcewell members. The Mack Anthem (F. Axle Back) is our latest on highway truck model which comes in day cab, 48" or 70" sleeper configurations. The Mack Pinnacle (F. Axle Fwd) can be used for on or off highway applications and comes in day cab, 48", or 70" sleeper configurations. The Mack Granite HD (F. Axle Fwd & Back) is our off highway vocational truck which comes as a day cab or with a 36" sleeper option. The Granite HD is what we feel that most of the Sourcewell members will need for applications like dump trucks, snow plows, etc. We offer two cab over models: our LR is our low floor entry refuse truck mainly used in city neighborhoods where the streets are a little tighter and the operator is in and out of the truck many times a day. The TerraPro is our suburban refuse truck that can also be used for other things like concrete pumpers and conveyor applications. Finally, we will offer our new class 6 and class 7 MD series of truck. This is only available in a day cab version but we do have a 3 person bench seat offering for those customers who need small dump trucks, etc. and need more than 2 people going to the job site.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>All of the Mack Truck models come in different rear axle combinations with the exception of the MD series. The MD series is currently only offered in 4x2 rear axle configurations. As a subcategory goes and as you will see in our pricing, we will have subcategories based on axle configuration.</p> <p>A full list of available models can be found under Pricing Documents (See: "Sourcewell Mack Model List.pdf")</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mack Anthem, Pinnacle, Granite HD, LR and TerraPro chassis.	*
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mack MD7 product.	*
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mack MD6 product.	*
69	Class 5 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
70	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The first metric Mack Trucks will consider is market share. Mack Trucks will compare its market share for this market segment pre-award versus post-award. Secondly, as Mack Trucks anticipates new customers, Mack Trucks will track increases in the number of customers, in addition to the number of trucks sold.	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Mack Trucks is preparing to offer fully electric vehicles, specifically in the refuse application, where many counties and municipalities have their own refuse fleets. Mack Trucks also offers natural gas options on some of its truck models which create cleaner near zero emissions, etc. The Volvo Group has recently announced its plans to engage in a 50/50 cooperative joint venture with Daimler Truck AG to develop and produce fuel cells for demanding applications.	*
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Mack Trucks uses a galvanized steel cab which is welded together for strength and e-coated for corrosion resistance. The Mack cab exceeds the requirements of SAE J2422 for collision and roll over safety. It also passes additional internal integrity standards for "A" pillar and "rear wall" strength providing the occupants with a very safe environment. The Granite cab is reinforced in certain places to handle the extreme rugged terrains and shock loading associated with many vocational applications. Reinforcements added to the Granite Cab include: Firewall plate, Engine tunnel reinforcement, A pillar reinforcement, RH and LH side under windshield, some local firewall nut plates, and additional welding on cowl. All of these not only help with safety but also durability. Our frame rail is splayed at the front to widen around the engine giving more room for serviceability but also is a safety feature in that in the event of a head on collision, the engine mounts will break away and the engine drops down to the ground rather than coming into the cab and injuring the occupants. Additional safety features are: Stair-like entry for safety getting in and out of the cab (bottom step mounted further outboard than top step); Full length external cab mounted grab handle and door mounted grab diagonal grab handle to assure 3 points of contact for entry and exit; Right side door peep widow for added visibility; High cab and sloped hood for superior job-site visibility. Mack Trucks has also recently introduced the option for Bendix Fusion collision avoidance systems with lane departure warnings and several other features on certain of its product offerings.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	More and more issues can be solved through software updates. Mack Over the Air is the industry leading service that works hand in hand with GuardDog Connect. When a GuardDog Connect issue is detected that can be fixed through a software update, the Mack OneCall agent will give customers the option to do the software update without having to take the truck to a shop. The updates are fast and convenient and keep trucks on the job with less time in the shop.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Volvo AB credit info for Sourcewell.zip - Tuesday June 09, 2020 07:39:02
 - [Marketing Plan/Samples](#) - Marketing examples.zip - Wednesday June 03, 2020 07:19:40
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Sourcewell Mack Warranty files.zip - Tuesday May 26, 2020 14:03:04
 - [Pricing](#) - Sourcewell Mack Pricing Information.zip - Monday June 08, 2020 10:14:46
 - [Additional Document](#) - MackDefenseGSAPage2020F.pdf - Thursday May 14, 2020 10:55:55

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jonathan Randall, Vice-President of Sales & Marketing, Mack Trucks

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--



AGENDA ITEM

Public Works and Utilities

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 522/2023

SUBJECT: Approve the Task Order #2024-009 under RFP #39-001 Demand Services for On-Call Contractors for Construction of Right-Turn Lane on Rilla Road at Mt. Vernon for Public Works & Utilities to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$739,857.88.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: BN

Recommendation:
Approve.

Purpose of Request:

Approve the Task Order #2024-009 under RFP #39-001 Demand Services for On-Call Contractors for Construction of Right-Turn Lane on Rilla Road at Mt. Vernon for Public Works & Utilities to Chattahoochee Group, Inc. of Clermont, GA, in the amount of \$739,857.88.

History:

Facts and Issues:

Options:

Task Order 2024-009 was put out for bids to our On-Call Construction Contractors. Chattahoochee Group submitted the low bid at \$739,857.88; ER Snell submitted a bid at \$779,793.15; and Simpson's Trucking & Grading submitted a No-Bid.

Rilla Road has one eastbound lane approaching the Mount Vernon intersection which is shared by right and left turning movements. The addition of an exclusive right turn lane in the eastbound direction will help mitigate traffic back-ups during the adjacent school's arrival and dismissal periods by improving the efficiency and safety at the intersection. Both Jim Hood and Rilla Road Right-Turn Lanes were designed by Atlas Engineering.

Funding Requested \$ 739,857.88
Are funds within current budget? Yes
Source of Funds SPLOST VII
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	JG	AP
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

- Financial Supplement
- Chattahoochee Group - Bid
- ER Snell - Bid
- Simpson's Trucking & Grading - No-Bid
- Construction Plans



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

AGENDA ITEM 522/2023

Funds Requested: \$ 739,857.88

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VII

Yes

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	323-SPLOST VII	4971-ENGINEERING	541400- INFRASTRUCTURE	\$739,857.88

Budget Transfer Items:

Fiscal Year	Fund	Division	Account	Amount
2024	323-SPLOST VII	4971-ENGINEERING	541400- INFRASTRUCTURE	\$449,580.42
2024	323-SPLOST VII	0000 - NOT APPLICABLE	399999 - PLANNED USE OF FUND BALANCE	\$-449,580.42

Additional Information/Comments:

Approval of this agenda item will result in an increase in the SPLOST VII Intersection Improvement project budget by \$449,580.42 taken from savings in the completed Hog Mountain Intersection Improvement project.

Contact for Questions: JG(Ej)

Phone:

(770) 531-6800



Proposal

8/14/2023

Hall County Government

Job Description: Rilla Road

Chattahoochee Group, Inc. proposes this estimated proposal (providing all material, equipment and labor) to perform the following scope:

- 1- Grading
- 2- Survey
- 3- Asphalt
- 4- Striping
- 5- Curb and Gutter
- 6- Erosion Control
- 7- Demo
- 8- Utilities
- 9- Fencing
- 10- Storm Sewer
- 11- Concrete Flume
- 12- Concrete Island
- 13- Traffic Control
- 14- General Conditions

Total	\$ 728,924.02
P&P Bond	\$10,933.86
Grand Total	\$739,857.88

Notes: No utility relocation or adjustment - Coordination Only
Price assumes concrete island to be poured on top of binder

General Conditions (Inclusions):

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

General Conditions (Exclusions):

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



Proposal

.....**CONDITIONS**.....

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

Accepted by: _____ Contractor: _____

Date: _____ Date: _____



Proposal

Jorge Gomez (CDI: Engineering)

From: Caleb Hoffman <CHoffman@ersnell.com>
Sent: Monday, October 16, 2023 3:08 PM
To: Jorge Gomez (CDI: Engineering); Bill Nash (CDI: Public Works); Frank Miller (CDI: Engineering); Cory Brownlee (Engineering)
Cc: Tom Clower; Randy Griffin, P.E.
Subject: RE: Request for Proposal - Rilla Road Right Turn Lane

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

Jorge,

Our lump sum price for the Rilla Road Right Turn Lane is **\$779,793.15**. Let us know if you have any questions.

Thank you,

Caleb Hoffman

Staff Engineer



📞 770.985.0600 📠 678.344.4176

📍 1785 Oak Road
Snellville, GA 30078

🌐 ERSnell.com [f](#) [@](#) [in](#)

From: Caleb Hoffman <CHoffman@ersnell.com>
Sent: Monday, October 16, 2023 2:48 PM
To: Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>
Subject: RE: Request for Proposal - Rilla Road Right Turn Lane

Jorge,

We have this project's lump sum price ready. How would you like us to turn in a price today?

Caleb Hoffman

Staff Engineer



📞 770.985.0600 📠 678.344.4176

📍 1785 Oak Road
Snellville, GA 30078

🌐 ERSnell.com [f](#) [@](#) [in](#)

From: Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>
Sent: Wednesday, October 11, 2023 3:11 PM
To: Robbie Schamerhorn, P.E. <RSchamerhorn@ersnell.com>; Caleb Hoffman <CHoffman@ersnell.com>

Cc: Tom Clower <tclower@ersnell.com>; Randy Griffin, P.E. <rgriffin@ersnell.com>; Bill Nash (CDI: Public Works) <bnash@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Cory Brownlee (Engineering) <cbrownlee@hallcounty.org>

Subject: RE: Request for Proposal - Rilla Road Right Turn Lane

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Robbie,

Unfortunately, due to tight schedule on the project, we will not be able to extend the due date.

Please advise if you have any questions.

Respectfully,
Jorge A. Gomez, P.E.
Assistant Public Works Director
Hall County Community Development and Infrastructure
(770) 531-6800 | www.hallcounty.org



From: Robbie Schamerhorn, P.E. <RSchamerhorn@ersnell.com>

Sent: Wednesday, October 11, 2023 11:17 AM

To: Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>; Caleb Hoffman <CHoffman@ersnell.com>

Cc: Tom Clower <tclower@ersnell.com>; Randy Griffin, P.E. <rgriffin@ersnell.com>; Bill Nash (CDI: Public Works) <bnash@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Cory Brownlee (Engineering) <cbrownlee@hallcounty.org>

Subject: RE: Request for Proposal - Rilla Road Right Turn Lane

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

Jorge,

We would need more time to work up a price. Since this will be a lump sum proposal, we will need to have time to perform takeoffs and get quantities out to subcontractors to price. How about 2 weeks from today on October 25 we can have a proposal back to you?

Robbie Schamerhorn, P.E.

Estimator



770.985.0600 678.639.3099

1785 Oak Road
Snellville, GA 30078

ERSnell.com f @ in

From: Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>
Sent: Wednesday, October 11, 2023 11:09 AM
To: Caleb Hoffman <CHoffman@ersnell.com>; Robbie Schamerhorn, P.E. <RSchamerhorn@ersnell.com>
Cc: Tom Clower <tclower@ersnell.com>; Randy Griffin, P.E. <rgriffin@ersnell.com>; Bill Nash (CDI: Public Works) <bnash@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Cory Brownlee (Engineering) <cbrownlee@hallcounty.org>
Subject: RE: Request for Proposal - Rilla Road Right Turn Lane

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Caleb,

Please have the proposal or no-bid response submitted by Monday (10/16) at 5 pm. Due to the lane closure restriction, we anticipate substantial completion within 90 days.

Please advise if you have any further questions.

Respectfully,
Jorge A. Gomez, P.E.
Assistant Public Works Director
Hall County Community Development and Infrastructure
(770) 531-6800 | www.hallcounty.org



From: Caleb Hoffman <CHoffman@ersnell.com>
Sent: Wednesday, October 11, 2023 10:54 AM
To: Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>; Robbie Schamerhorn, P.E. <RSchamerhorn@ersnell.com>
Cc: Tom Clower <tclower@ersnell.com>; Randy Griffin, P.E. <rgriffin@ersnell.com>
Subject: RE: Request for Proposal - Rilla Road Right Turn Lane
Importance: High

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.

Hey Jorge,

Can you provide us with a bid due date and a completion date for this job? Also, any other information you can give us so we can provide you with a more accurate price.

Thank you,

Caleb Hoffman

Staff Engineer



770.985.0600 678.344.4176

1785 Oak Road
Snellville, GA 30078

ERSnell.com

From: Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>

Sent: Wednesday, October 11, 2023 10:20 AM

To: Robbie Schamerhorn, P.E. <RSchamerhorn@ersnell.com>

Cc: Caleb Hoffman <CHoffman@ersnell.com>

Subject: RE: Request for Proposal - Rilla Road Right Turn Lane

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Robbie,

Please provide a lump sum proposal for the project.

Please advise if you have any further questions.

Thank you!

Respectfully,

Jorge A. Gomez, P.E.

Assistant Public Works Director

Hall County Community Development and Infrastructure

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



From: Robbie Schamerhorn, P.E. <RSchamerhorn@ersnell.com>

Sent: Wednesday, October 11, 2023 10:01 AM

To: Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>

Cc: Caleb Hoffman <CHoffman@ersnell.com>

Subject: FW: Request for Proposal - Rilla Road Right Turn Lane

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WARNING: This communication has been detected as containing an attachment - Proceed with caution

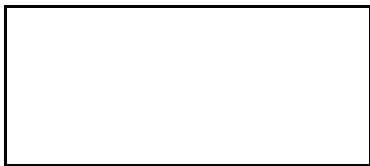
Jorge,

Can you please provide a bid form with items and quantities for us to price?
Will this be a lump sum or unit price contract?

Thanks,

Robbie Schamerhorn, P.E.

Estimator

	<input type="checkbox"/> 770.985.0600	<input type="checkbox"/> 678.639.3099
	<input type="checkbox"/> 1785 Oak Road Snellville, GA 30078	
	<input type="checkbox"/> ERSnell.com	<input type="text"/>

From: Randy Griffin, P.E. <rgriffin@ersnell.com>

Sent: Wednesday, October 11, 2023 7:26 AM

To: Robbie Schamerhorn, P.E. <RSchamerhorn@ersnell.com>; Caleb Hoffman <CHoffman@ersnell.com>

Cc: Tom Clower <tclower@ersnell.com>; Bobbie Thompson <bthompson@ersnell.com>; Kelley Pollard <kpollard@ersnell.com>


Subject: FW: Request for Proposal - Rilla Road Right Turn Lane

Robbie/Caleb,

Please talk with Tom and get back with Jorge about giving Hall Co. a price for this work. Thanks

Randy Griffin, P.E.

Senior Vice President

	<input type="checkbox"/> 770.985.0600	<input type="checkbox"/> 678.344.4155
	<input type="checkbox"/> 1785 Oak Road Snellville, GA 30078	
	<input type="checkbox"/> ERSnell.com	<input type="text"/>

From: Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>

Sent: Tuesday, October 10, 2023 10:43 AM

To: Randy Griffin, P.E. <rgriffin@ersnell.com>

Cc: Bill Nash (CDI: Public Works) <bnash@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>;

Cory Brownlee (Engineering) <cbrownlee@hallcounty.org>

Subject: Request for Proposal - Rilla Road Right Turn Lane

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Randy,

Can you please provide a proposal for the work shown on the attached plans. The work will need to be done while school is in session. As such, no lane closure will be allowed during the adjacent school's arrival and dismissal periods.

Please advise if you have any questions.

Respectfully,

Jorge A. Gomez, P.E.

Assistant Public Works Director

Hall County Community Development and Infrastructure

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



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person), you may not use, copy, distribute or deliver this message (or any part of its contents) to anyone or take any action in reliance on it. In such case, you should destroy this message, and notify E.R. Snell Contractor, Inc. immediately.

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Jorge Gomez (CDI: Engineering)

From: David Hammond <dhammond@simpsontrucking.com>
Sent: Monday, October 16, 2023 10:50 AM
To: Jorge Gomez (CDI: Engineering); Matt Arp
Cc: Bill Nash (CDI: Public Works); Frank Miller (CDI: Engineering); Cory Brownlee (Engineering)
Subject: RE: Request for Proposal - Rilla Road Right Turn Lane

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

Jorge,
Thank you for the invitation. Plan received last week with pricing due today. We will have to No-Bid this one.

Thanks,



David Hammond | Chief Estimator
Simpson Trucking & Grading, Inc.
1364 Candler Road | Gainesville, Georgia 30507
O:770-536-4731 ext 232 / M:678-858-9769 / F:770-503-0289

From: Jorge Gomez (CDI: Engineering) <jorge.gomez@hallcounty.org>
Sent: Wednesday, October 11, 2023 11:11 AM
To: David Hammond <dhammond@simpsontrucking.com>; Matt Arp <mattarp@simpsontrucking.com>
Cc: Bill Nash (CDI: Public Works) <bnash@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Cory Brownlee (Engineering) <cbrownlee@hallcounty.org>
Subject: RE: Request for Proposal - Rilla Road Right Turn Lane

Good morning David / Matt,

Please have the proposal or no-bid response submitted by Monday (10/16) at 5 pm. Due to the lane closure restriction, we anticipate substantial completion within 90 days.

Please advise if you have any questions.

Thank you!

Respectfully,
Jorge A. Gomez, P.E.
Assistant Public Works Director
Hall County Community Development and Infrastructure
(770) 531-6800 | www.hallcounty.org



From: Jorge Gomez (CDI: Engineering)
Sent: Tuesday, October 10, 2023 10:46 AM
To: David Hammond <dhammond@simpsontrucking.com>; 'Matt Arp' <mattarp@simpsontrucking.com>
Cc: Bill Nash (CDI: Public Works) <bnash@hallcounty.org>; Frank Miller (CDI: Engineering) <fmiller@hallcounty.org>; Cory Brownlee (Engineering) <cbrownlee@hallcounty.org>
Subject: Request for Proposal - Rilla Road Right Turn Lane

Good morning David / Matt,

Can you please provide a proposal for the work shown on the attached plans. The work will need to be done while school is in session. As such, no lane closure will be allowed during the adjacent school's arrival and dismissal periods.

Please advise if you have any questions.

Respectfully,
Jorge A. Gomez, P.E.
Assistant Public Works Director
Hall County Community Development and Infrastructure
(770) 531-6800 | www.hallcounty.org



CONSTRUCTION NOTES

- DIRT FOR FILL SHALL BE CLEAN, COHESIVE CLAY OR SANDY CLAY FREE OF DEBRIS, ORGANICS, DELETERIOUS MATERIAL AND ROCKS GREATER THAN 3" DIA.
- MAX CUT OR FILL SLOPES SHALL BE AS SHOWN ON THE PLANS BUT IN NO CASE SHALL EXCEED 2:1 (H:V) UNLESS APPROVED BY THE PROJECT GEOTECHNICAL ENGINEER FOR TEMPORARY SLOPES.
- EQUIPMENT AND MATERIALS SHALL BE STORED IN AREAS DESIGNATED BY THE OWNER. CONSTRUCTION AND STORAGE AREAS SHALL BE KEPT NEAT AND CLEAN. TREE SAVE AREAS SHALL NOT BE USED FOR STORAGE OR PARKING.
- ALL REINFORCED CONCRETE PIPE (RCP) SHALL BE CLASS III UNLESS OTHERWISE NOTED. CORRUGATED METAL PIPE SHALL BE 16 GA. MIN. AND ASPHALT OR ALUMINUM COATED.
- ALL CATCH BASINS SHALL BE FLUSH WITH THE NEW CURB.
- ALL MANHOLE TOPS SHALL BE SET FLUSH WITH FINISHED GRADE IN LANDSCAPED AND PAVED AREAS.
- CONTRACTOR TO VERIFY THE ELEVATIONS OF ALL TIE-IN POINTS FOR INSTALLATION OF UTILITIES, CURB & GUTTER, SIDEWALK AND PAVING.
- ALL BACKFILL MATERIAL SHALL BE COMPACTED TO NOT LESS THAN 95% OF THE OPTIMUM COMPACTION OR AS REQUIRED IN EARTHWORK SPECIFICATION FOR ANY SOIL CLASSIFICATION AS DETERMINED BY THE STANDARD PROCTOR TEST AASHTO T-180 METHOD "A". BACKFILL MATERIAL SHALL BE CLEAN AND FREE OF ROOTS, ROCK OR DELETERIOUS MATTER. CONTRACTOR SHALL CORRECT ANY DAMAGE TO CURBING OR PAVING CAUSED BY TRENCH SETTLEMENT WHICH OCCURS WITHIN 12 MONTHS OF PROJECT ACCEPTANCE. REFER TO GEOTECHNICAL REPORT.
- MANHOLES & DROP INLETS ARE DIMENSIONED TO THE CENTER OF THE RISER. CATCH BASINS ARE DIMENSIONED TO THE CENTER OF THE CATCH BASIN AT THE FACE OF CURB. LAYOUT DIMENSIONS ARE TO FACE OF CURB, FACE OF WALL, CENTERLINE OF PIPE, UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES BETWEEN PLAN AND FIELD CONDITIONS PROMPTLY UPON DISCOVERY. ANY CONFLICT OR DISCREPANCIES DISCOVERED WITHIN THE CONSTRUCTION PLANS SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REP AND ENGINEER OF RECORD FOR CLARIFICATION. FAILURE TO DO SO SHALL RESULT IN CONTRACTOR'S LIABILITY FOR ISSUES ARISING FROM SUCH CONFLICTS OR DISCREPANCIES.
- ALL EXISTING ELECTRICAL BOXES, WATER METER BOXES, AND VALVE BOXES, WHICH ARE TO REMAIN SHALL BE SET FLUSH WITH THE TOP OF THE PROPOSED GRADE.
- AREAS INTENDED TO SUPPORT PAVEMENT OR NEW FILL SHALL BE PROOFROLLED WITH A 20 TO 30 TON LOADED TRUCK OR OTHER PNEUMATIC-TIRED VEHICLE OF SIMILAR SIZE AND WEIGHT IN THE PRESENCE OF THE GEOTECHNICAL ENGINEER TO LOCATE WEAK, SOFT OR EXCESSIVELY WET MATERIALS. AREAS WHICH PUMP WHILE PROOFROLLED SHALL BE UNDERCUT AND BACK-FILLED IN ACCORDANCE WITH THE PROJECT EARTHWORK SPECIFICATIONS.
- CRUSHED STONE AGGREGATE IN ROADWAY/PARKING AREA PAVEMENT BASE SHALL CONFORM WITH CURRENT STATE OF GEORGIA, DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. ALL ASPHALT MATERIAL AND PAVING OPERATIONS SHALL MEET APPLICABLE SPECIFICATIONS OF THE ASPHALT INSTITUTE AND GEORGIA DEPARTMENT OF TRANSPORTATION.
- UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL REMOVE ALL SEDIMENT FROM THE DETENTION PONDS AND RESTORE THE PONDS TO THEIR PROPOSED FINISHED GRADE. ALL STORM DRAIN PIPES ARE ALSO TO BE COMPLETELY CLEANED OF ALL SILT AND DEBRIS AT THE COMPLETION OF CONSTRUCTION.
- SIGNING AND STRIPING TO BE PROVIDED BY THE CONTRACTOR ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION WITH ALL REVISIONS INCLUDED.

DEMOLITION NOTES

- PRIOR TO CLEARING, THE CONTRACTOR SHALL OBTAIN WRITTEN VERIFICATION FROM ALL UTILITY COMPANIES THAT ALL UTILITIES HAVE BEEN REMOVED. IF UTILITIES HAVE NOT BEEN REMOVED BUT HAVE BEEN ABANDONED, THE VERIFICATION LETTER SHALL STATE THAT THEIR FACILITIES LEFT ON-SITE HAVE BEEN ISOLATED FROM THEIR SOURCE AND MAY BE REMOVED BY THE CONTRACTOR. IF UTILITIES ARE TO REMAIN AND HAVE BEEN LEFT ACTIVE, THE CONTRACTOR SHALL CAREFULLY PROTECT THEM AND IS RESPONSIBLE FOR RESTORING THEM TO THEIR PREVIOUS CONDITION OR BETTER IF DAMAGED.
- DISCONNECT AND SEAL OFF ABANDONED UTILITIES AND UTILITIES TO BE REMOVED PRIOR TO START OF DEMOLITION. UTILITIES SHALL BE DISCONNECTED BELOW EXISTING GRADE OR OUTSIDE OF CONTRACT LIMITS BY THE APPLICABLE PUBLIC UTILITY. ALL COSTS FOR THIS WORK SHALL BE BORNE BY THE CONTRACTOR.
- ALL MATERIALS GENERATED BY DEMOLITION, INCLUDING BUT NOT LIMITED TO: VEGETATION, PAVEMENTS, SLABS, RETAINING WALLS, FENCES, ORGANICS AND UNSUITABLE BEARING SOILS SHALL BE STRIPPED FROM THE SURFACE WITHIN THE CONSTRUCTION LIMITS AND DISPOSED OF LEGALLY OFFSITE. ALL WASTE FROM DEMOLITION OPERATIONS SHALL BE HAULED OFFSITE TO DISPOSAL AREA APPROVED BY THE STATE OF GEORGIA FOR THE HANDLING OF DEMOLITION MATERIAL AND DEBRIS.
- CONTRACTOR SHALL HAVE THE LIMITS OF CLEARING AND ALL BUFFERS STAKED WITH FLAGGING STRUNG AT CLEARING LIMITS TO ENSURE THE PROPER LOCATION OF TREE SAVE FENCE AND PROPOSED IMPROVEMENTS.
- ALL VEGETATION, ROOT SYSTEMS, TOPSOIL, REFUSE AND OTHER DELETERIOUS, NON-SOIL MATERIAL SHALL BE STRIPPED FROM THE PROPOSED CONSTRUCTION AREAS, REMOVED AND DISPOSED OF ACCORDING TO THE PROJECT SPECIFICATIONS. CLEAN TOPSOIL MAY BE STOCKPILED AND REUSED LATER IN LANDSCAPED AREAS.
- ALL STRUCTURES TO BE DEMOLISHED SHALL BE COMPLETELY REMOVED ABOVE AND BELOW GRADE. ABANDONED SERVICE LINES TO THE STRUCTURES SHALL ALSO BE REMOVED.
- ALL NECESSARY PERMITS AND INSPECTIONS FOR DEMOLITION SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO BEGINNING WORK.
- CONTRACTOR SHALL PROTECT ALL ADJACENT LANDS FROM DAMAGE DURING DEMOLITION WORK. ANY OFF-SITE AREAS DISTURBED SHALL BE RETURNED TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION.
- THE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION SCHEDULES AND ACTIVITIES WITH THE APPROPRIATE UTILITY COMPANY AND THE OWNER/PROPERTY MANAGER OF ALL OPERATIONAL BUILDINGS ONSITE TO MINIMIZE DISRUPTIONS TO OVERALL PROPERTY FUNCTIONS.
- THE CONTRACTOR SHALL MAINTAIN EXISTING UTILITY SERVICE TO ALL IMPACTED PROPERTIES/BUILDINGS UNTIL THE RELOCATED UTILITIES ARE INSPECTED AND APPROVED.
- ALL STRUCTURES NOT LABELED FOR DEMOLITION SHALL BE PROTECTED FROM DAMAGE DURING ALL PHASES OF CONSTRUCTION. ANY STRUCTURES THAT ARE TO REMAIN THAT ARE DAMAGED SHALL BE REPAIRED BY THE CONTRACTOR TO A CONDITION EQUAL TO OR BETTER THAN THE EXISTING CONDITION AT NO ADDITIONAL COST.
- AT A MINIMUM, INITIAL EROSION & SEDIMENT CONTROL BMPs SHALL BE INSTALLED AND DRAINAGE INLET PROTECTION SHALL BE IN PLACE PRIOR TO DEMOLITION OPERATIONS.
- CONTRACTOR SHALL INSTALL NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS AND OTHER TRAFFIC CONTROL METHODS AS MAY BE NECESSARY FOR THE PROTECTION AND SAFETY OF THE PUBLIC. TRAFFIC CONTROL DEVICES AND MEASURES SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION DURATION AND CONFORM TO LOCAL AND STATE DEPARTMENT OF TRANSPORTATION STANDARDS & SPECIFICATIONS. INTERRUPTION TO TRAFFIC FLOW IS TO BE MINIMIZED DURING PEAK TRAFFIC HOURS.
- ALL STRUCTURES TO BE DEMOLISHED SHALL BE COMPLETELY REMOVED ABOVE AND BELOW GRADE. ABANDONED SERVICE LINES TO THE STRUCTURES SHALL ALSO BE REMOVED.
- CONTRACTOR IS RESPONSIBLE FOR ALL DEMOLITION NECESSARY TO CONSTRUCT THE IMPROVEMENTS CONTEMPLATED IN THE CONTRACT DOCUMENTS WHETHER OR NOT SHOWN ON THIS PLAN.
- CONTRACTOR IS TO PROVIDE TEMPORARY SHORING, BRACING, AND/OR SUPPORT SYSTEMS AS REQUIRED TO PROVIDE STABILITY AND PREVENT COLLAPSE OR FAILURE OF EXISTING IMPROVEMENTS TO REMAIN.
- CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING ALL EXISTING UTILITIES ON SITE, DETERMINING THEIR LOCATION AND ELEVATION AND PROTECTING THOSE TO REMAIN.
- CONTRACTOR TO PROVIDE SUFFICIENT TEMPORARY FENCING TO PREVENT THE PUBLIC FROM ENTERING THE AREA IN WHICH DEMOLITION IS PLANNED OR IN PROGRESS. ALL GATES SHALL BE SECURED AND LOCKED DURING NON-WAKING HOURS.
- STORM AND/OR SANITARY SEWER PIPES TO BE ABANDONED ARE TO BE REMOVED, GROUT FILLED OR CRUSHED IN PLACE. GROUT FILLING IS ONLY ALLOWED WHEN SPECIFICALLY INDICATED ON THE DEMOLITION PLAN.
- REMOVAL OF UTILITIES WITHIN THE PUBLIC RIGHT OF WAY OR THAT MAY IMPACT ADJACENT PROPERTIES ARE TO BE COORDINATED WITH THE APPLICABLE UTILITY COMPANY.

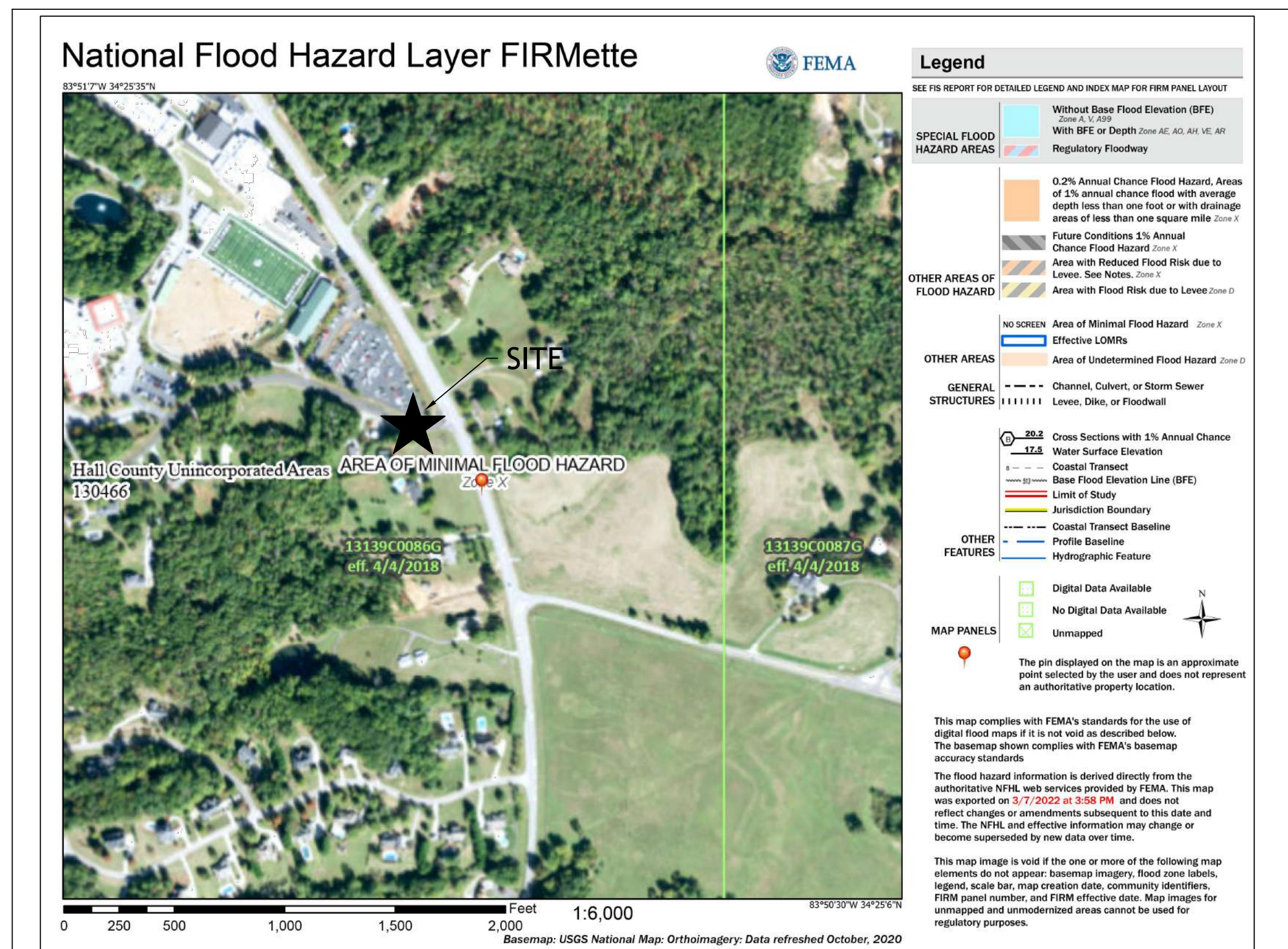
APPROXIMATE EARTHWORK QUANTITIES

CUT: 113.74 CY
 FILL: 36.35 CY
 NOTE: THESE QUANTITIES ARE APPROXIMATE AND SHOWN FOR PERMIT PURPOSES ONLY AND SHOULD NOT BE USED FOR BIDDING PURPOSES.

PROJECT DESCRIPTION

PROJECT NAME: RILLA ROAD IMPROVEMENTS
 LOCATION: MOUNT VERNON ROAD
 CITY/COUNTY/STATE: HALL COUNTY, GEORGIA
 SITE AREA: 0.55 AC
 DESCRIPTION: THIS PROJECT CONSISTS OF ONE 250 FOOT LONG RIGHT DECELERATION LANE WITH A 100 FOOT TAPER. THE IMPROVEMENTS ALSO INCLUDE THE CONSTRUCTION OF ONE CATCH BASIN, AND THE MILLING AND RESURFACING OF 378 LINEAR FEET FOR THE EXISTING TWO-LANE ROADWAY.
 SERVICES: ROADWAY DESIGN

FEMA FLOOD INSURANCE RATE MAP



PORTIONS OF THIS PROPERTY ARE NOT WITHIN THE 100-YEAR FLOOD PLAIN ACCORDING TO F.E.M.A F.I.R.M. PANELS 13139C0086G, DATED 04/04/2018.

GENERAL NOTES

- PROJECT ADDRESS: RILLA ROAD IMPROVEMENT RILLA RD AT MT VERNON ROAD, GAINESVILLE, HALL COUNTY, GEORGIA
 OWNER: HALL COUNTY PUBLIC WORKS & UTILITIES 2875 BROWNS BRIDGE ROAD GAINESVILLE, GEORGIA 30503 PHONE: 770-531-6800
 ENGINEER: ATLAS TECHNICAL CONSULTANTS 407 EAST MAPLE STREET, SUITE 107 CUMMING, GA 30040
- THE PROPERTY IS LOCATED IN HALL COUNTY.
- THE PROPOSED PROJECT TOTAL DISTURBED AREA IS 0.55 ACRES.
- PROPOSED ELEVATIONS ALONG CURB LINES ARE TO THE BOTTOM OF CURB UNLESS OTHERWISE NOTED BY A TC (TOP OF CURB).
- ALL CONSTRUCTION MUST CONFORM TO THE LOCAL JURISDICTIONAL STANDARDS, SPECIFICATIONS AND DETAILS. THE CONTRACTOR SHALL OBTAIN THESE DOCUMENTS, BECOME FAMILIAR WITH THEM AND HAVE THEM ON THE JOB SITE AT ALL TIMES.
- CONTRACTOR'S VEHICLES SHALL ONLY USE THE LOCAL ROADWAYS IN ACCORDANCE WITH JURISDICTIONAL REQUIREMENTS.
- NOTIFY LOCAL JURISDICTIONAL INSPECTOR 24 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.
- ALL CONSTRUCTION VEHICLES SHALL PARK IN AREAS DESIGNATED BY THE OWNER.
- OFF-STREET PARKING SHALL BE PROVIDED AND MAINTAINED THROUGHOUT CONSTRUCTION IF NEEDED.
- NECESSARY BARRICADES, SUFFICIENT LIGHTS, SIGNS AND OTHER TRAFFIC CONTROL DEVICES AS MAY BE NECESSARY FOR THE PROTECTION AND SAFETY OF THE PUBLIC SHALL BE PROVIDED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION AND MAINTAINED WHEN WORKING IN CLOSE PROXIMITY TO PUBLIC ROADS. INTERRUPTION TO TRAFFIC FLOW IS TO BE MINIMIZED DURING PEAK TRAFFIC HOURS.
- THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN ENTERING MANHOLES, PIPES OR OTHER STRUCTURES SHOWN ON THE PLANS. AT A MINIMUM, THESE PIPES AND STRUCTURES SHALL BE PROPERLY VENTILATED AND ENTRY SHALL CONFORM TO OSHA REQUIREMENTS.
- CONTRACTOR SHALL CLEARLY MARK AND MAINTAIN PROPERTY CORNER MONUMENTATION AND BENCHMARKS WHENEVER POSSIBLE AND WILL BE RESPONSIBLE FOR THE COST OF REPLACING THEM IF DISTURBED OR DESTROYED.
- THE CONTRACTOR SHALL LEAVE THE SITE IN A CLEAN AND NEAT CONDITION. ALL DEBRIS, VEGETATION WHICH HAS BEEN REMOVED, LUMBER, CONCRETE, ETC., SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION, ELEVATION AND PRESENCE OF UTILITIES SHOWN ON THE PLANS IS NOT TO BE RELIED ON TO BE ACCURATE, OR COMPLETE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES HAVING UTILITIES WITHIN OR ADJACENT TO THE WORK AREA. THE CONTRACTOR SHALL HAVE THE UTILITIES FIELD LOCATED AND COORDINATED WITH UTILITY COMPANIES 72 HOURS PRIOR TO CONSTRUCTION TO HAVE THEM RELOCATED AND/OR ADAPTED FOR THE TIE-INS. IN ADDITION, CONTRACTOR IS REQUIRED TO CONTACT THE UTILITIES PROTECTION CENTER OF GEORGIA AT 1-800-282-7411 PRIOR TO ANY EXCAVATION.

BENCHMARK

DESCRIPTION: TEMPORARY BENCHMARK
 DELTA 10
 N=1609135.66
 E=2391838.90
 EL=1352.81

REFERENCES

SURVEY: TOPOGRAPHIC SURVEY HALL COUNTY PUBLIC WORKS DEPARTMENT PREPARED BY ATLAS TECHNICAL CONSULTANTS DATED 12/29/2021.

GDOT GENERAL NOTES

- CONTRACTOR SHALL LOCATE ALL UTILITIES PRIOR TO BEGINNING WORK (CALL BEFORE YOU DIG: (DIAL 811). CONTRACTOR IS RESPONSIBLE FOR ALL LOCATION.
- PROJECT DOES NOT REQUIRE A NOTICE OF INTENT.
- PIPE CULVERT MATERIALS ALTERNATE CHART NOT APPLICABLE TO PROJECT SCOPE.
- PROJECT OWNER/DEVELOPER IS HALL COUNTY PUBLIC WORKS & UTILITIES.
- UTILITIES SHOWN ON THESE PLANS ARE SCHEMATIC ONLY. OTHER UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THESE PLANS.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH GDOT STANDARDS.
- CONTRACTORS SHALL ADHERE TO ALL EROSION CONTROL REGULATIONS, AND INSTALL ALL NECESSARY EROSION AND SEDIMENT CONTROL MEASURES, WHETHER OR NOT THE PLANS SHOW THE REQUIRED MEASURES.

REVISIONS

Δ	DATE	BY	DESCRIPTION	Δ	DATE	BY	DESCRIPTION



NAME	DATE	NAME	DATE
DESIGNED BY WS	04/21/2023	DRAWN BY WS	04/21/2023
CHECKED BY BS	04/21/2023	CHECKED BY BS	04/21/2023
SUPERVISED BY			

HALL COUNTY, GEORGIA

RILLA ROAD IMPROVEMENT
 GENERAL NOTES

DRAWING NUMBER

CN001

I:\FOR\DATA\TRANSPORTATION\HALL\0064-9033 JM HOOD & RILLA ROAD AT HALL COUNTY\04 DRAWINGS\RILLA ROAD\0064-9033_CND.MWG 4/21/2023 12:07 PM



ROADWAY ITEMS														
ITEM #	150-1000	210-0100	310-1101	402-1812	402-3113	402-3190	413-1000	432-5010	441-0748	441-6012	441-6022	441-6718	444-1000	643-2153
LOCATION	TRAFFIC CONTROL	GRADING COMPLETE	GR ASGR BASE CRS, INCL MATL	RECYCLED ASPH CONC LEVELING, INCL BMB&HL	RECYCLED ASPH CONC 12.5MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	RECYCLED ASPH CONC 19MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL & H LIME	BITUM TACK COAT	MILL ASPH CONC PVT, VARIABLE DEPTH	CONCRETE MEDIAN, 6 IN	CONCRETE CURB & GUTTER, 6 IN X 24 IN, TP 2	CONCRETE CURB & GUTTER, 6 IN X 30 IN, TP 2	CONCRETE CURB & GUTTER, 6 IN X 24 IN, TP 7	SAWED JTS IN EXIST PAVEMENTS - PCC	CH LK FENCE W/EXT ARMS & BARB WIRE, 6 FT, 11 GA
BEGIN TO END PROJ	LS	LS	TN	TN	TN	TN	GL	SY	SY	LF	LF	LF	LF	LF
GRAVEL DRIVEWAY	1	1	255	19	54	108	119	1040	14	200	80	60	200	65
TOTAL	1	1	297	19	54	108	119	1040	14	200	80	60	200	65

STANDARD SIGNS								
ITEM #	610-9001 REMOVE EACH	CODE	636-1033			636-2080		
			TYPE 9 REFLECTIVITY			POSTS (LINEAR FEET)		
			TYPE 1 (0.08)			TYPE 8		
			SIZE	QUANTITY	SQUARE FEET	LENGTH	QUANTITY	LINEAR FEET
3+50 LT	1	R1-2	36"X36"X36"	1	4.5	13	1	13
3+65 RT	1	R1-1	36"X36"	1	9	13	1	13
3+70 RT		R1-2	36"X36"X36"	1	4.5	13	1	13
TOTAL	2			3	18		3	39

TEMPORARY EROSION CONTROL									PERMANENT EROSION CONTROL						167-1000	167-1500
ITEM #	163-0240	163-0232	163-0300	163-0550	165-0010	165-0101	165-0105	171-0010	603-2186	603-7000	700-6910	700-7000	700-8000	700-8100	167-1000	167-1500
LOCATION	MULCH	TEMPORARY GRASSING	CONSTRUCTION EXIT	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	MAINT OF TEMPORARY SILT FENCE, TP A	MAINT OF CONSTRUCTION EXIST	MAINT OF INLET SEDIMENT TRAP	TEMPORARY SILT FENCE, TP A	STN DUMPED RIP RAP, TP 3, 36 IN	PLASTIC FILTER FABRIC	PERMANENT GRASSING	AGRICULTURAL LIME	FERTILIZER MIXED GRADE	FERTILIZER NITROGEN CONTENT	WATER QUALITY MONITORING & SAMPLING	WATER QUALITY INSPECTIONS
BEGIN TO END PROJ	TN	AC	EA	EA	LF	EA	EA	LF	SY	SY	AC	TN	TN	LB	EA	MO
TOTAL	2	0.6	1	3	560	1	3	560	18	18	0.3	2.0	2.0	25	1	6

TEHRMOPLASTIC STRIPING						
ITEM #	653-1501	653-1502	653-1704	653-3501	653-0120	653-6004
LOCATION	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5" WHITE	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5" YELLOW	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24" WHITE	THERMOPLASTIC SKIP TRAF STRIPE, 5" WHITE	THERMOPLASTIC PVTM MARKING, ARROW, TP2	THERMOPLASTIC TRAFFIC STRIPING, WHITE - DETAIL B
RILLA ROAD	LF	LF	LF	GLF	EA	SY
TOTAL	945	760	11	100	3	32

DRAINAGE ITEMS							
ITEM #	550-1180	550-1300	550-1360	550-3330	550-4236	611-8000	668-2100
LOCATION	STORM DRAIN PIPE, 18", H 1'-10	STORM DRAIN PIPE, 30", H 1'-10	STORM DRAIN PIPE, 36", H 1'-10	SAFETY END SECTION 30 IN, STORM DRAIN, 4:1 SLOPE	FLARED END SECTION 36 IN, STORM DRAIN	ADJUST CATCH BASIN TO GRADE	DROP INLET, GP 1
EX1	LF	LF	LF	EA	EA	EA	EA
A1		98		1			1
EX2			67			1	
A2	10				1		1
TOTAL	10	98	226	1	1	1	2

NOTES:
 THE DISTURBED ARE SHOWN IN THE PLANS IS FOR CLEARING AND GRUBBING ESTIMATING PURPOSES ONLY. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE TOTAL ACREAGE SHOWN IN CASE HE ELECTS TO USE THE PLAN QUANTITY IN ESTIMATING HIS BID PRICE. NO CLAIMS WILL BE CONSIDERED FOR EXTRA COMPENSATION IN CASE THE ACREAGE SHOWN IS LESS THAN ACTUAL ACREAGE.

THE TEMPORARY EROSION CONTROL QUANTITIES ARE FOR ESTIMATING PURPOSES ONLY AND TO AID THE CONTRACTOR IN PREPARING HIS/HER EROSION CONTROL PLAN.

GRADING COMPLETE SHALL INCLUDE THE REMOVAL OF ANY INCIDENTAL STRUCTURES ENCOUNTERED DURING CONSTRUCTION WHICH ARE NOT SHOWN ON THE PLANS AS A SEPARATE PAY ITEM. HOWEVER, THIS ITEM AND QUANTITY ARE SHOWN FOR INFORMATION ONLY, NO SEPARATE PAYMENT MADE FOR CLEARING AND GRUBBING. COST TO BE INCLUDED IN THE BID FOR "GRADING COMPLETE".

ALL TEMPORARY SHORING AND TEMPORARY BARRIER NECESSARY FOR STAGE CONSTRUCTION SHALL BE INCLUDED IN BID PRICE FOR TRAFFIC CONTROL.

FOR USE IN INCLEMENT WEATHER TO FACILITATE THE MOVEMENT OF LOCAL TRAFFIC ALONG ROADWAY CONSTRUCTION AND TO PERMIT INGRESS AND EGRESS AT DRIVES WHEN USED FOR THIS PURPOSE, SECTION 318 GA. STD.SP IS MODIFIED TO PERMIT TRUCK DUMPING ON UNPREPARED AND MUDDY SUBGRADE.

THE CONTRACTOR WILL HAVE THE CHOICE OF THE FOLLOWING MATERIALS:

- GRADED AGGREGATE, ARTICLE 815.01
- COURSE AGGREGATE - SIZE 467, ARTICLE 800.01
- STABILIZED AGGREGATE - TYPE 1 OR 2, SECTION 803
- CRUSHED STONE, ARTICLE 806.2

ALL MATERIALS ARE TO BE USED AS DIRECTED BY THE ENGINEER.

SAW CUTTING ASPHALT PAVEMENT WILL NOT BE PAID SEPARATELY. INCLUDE THE COST OF ASPHALT SAW CUTTING IN THE PRICE BID FOR OTHER ITEMS.



REVISIONS

Δ	DATE	BY	DESCRIPTION	Δ	DATE	BY	DESCRIPTION



	NAME	DATE		NAME	DATE
DESIGNED BY	WS	04/21/2023	DRAWN BY	WS	04/21/2023
CHECKED BY	BS	04/21/2023	CHECKED BY	BS	04/21/2023
SUPERVISED BY					

HALL COUNTY, GEORGIA

RILLA ROAD IMPROVEMENT SUMMARY OF QUANTITIES

DRAWING NUMBER

CN002

CLEARING PHASE NOTES

- PRIOR TO LAND DISTURBING ACTIVITY, THE CONTRACTOR SHALL SCHEDULE A PRECONSTRUCTION MEETING WITH THE AREA SITE DEVELOPMENT INSPECTOR.
- THE CONTRACTOR SHALL OBSERVE THE PROJECT SEQUENCE SHOWN ON THE PLANS, THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF ITS NATURAL COVER IS EXPOSED ONLY IN SMALL QUANTITIES.
- A COPY OF THE APPROVED LAND DISTURBANCE PLAN AND PERMIT SHALL BE PRESENT ON THE SITE AT ALL TIMES.
- PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS OR OTHER APPROPRIATE MEANS, AND SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE LIMITS INDICATED ON THE APPROVED PLANS.
- PRIOR TO ANY OTHER CONSTRUCTION, A STABILIZED CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AT EACH POINT OF ENTRY TO OR EXIT FROM THE SITE OR ONTO ANY PUBLIC ROADWAY.
- THE FOLLOWING INITIAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY:
 - THE CONSTRUCTION EXIT SHALL BE PLACED AS SHOWN ON THE PLANS.
 - IMMEDIATELY AFTER THE ESTABLISHMENT OF THE CONSTRUCTION EXIT, ALL PERIMETER EROSION CONTROL AND STORMWATER MANAGEMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE EROSION CONTROL PLAN.
 - TREE PROTECTION FENCING SHALL BE INSTALLED PRIOR TO THE START OF ANY LAND DISTURBING ACTIVITY.
- THE CONTRACTOR CAN PROCEED WITH CLEARING AND GRUBBING ACTIVITIES. AS CLEARING PERMITS, THE CONTRACTOR SHALL CONSTRUCT SEDIMENT STORAGE BMP'S AS SHOWN ON PLANS.
- THE CONTRACTOR CAN UTILIZE CLEARED TREES AS BARRIER BRUSH SEDIMENT CONTROL WHERE INITIAL GRADING ACTIVITIES WILL NOT OCCUR.
- NO BURN OR BURY PITS SHALL BE PERMITTED ON THE CONSTRUCTION SITE WITHOUT WRITTEN PERMISSION BY THE OWNER.
- ALL SILT FENCES MUST MEET THE REQUIREMENTS OF SECTION 171-TEMPORARY SILT FENCE FOR THE DEPARTMENT OF TRANSPORTATION, STATE OF GEORGIA, STANDARD SPECIFICATIONS, LATEST EDITION.
- SEDIMENT AND EROSION CONTROL MEASURES MUST BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE THIRD THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.
- THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO THE PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1" - 3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM A VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE PROPER FUNCTIONING.
- FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES MAY RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE SITE UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED PLANS.

GRADING PHASE NOTES

- DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF ITS NATURAL GROUND COVER IS EXPOSED ONLY IN SMALL QUANTITIES, AND THEREFORE LIMITED DURATIONS, BEFORE PERMANENT EROSION PROTECTION IS ESTABLISHED.
- EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCE OCCURS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION AND TO ALTER THE LOCATION OF EROSION CONTROL DEVICES ACCORDINGLY. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE DESIGN PROFESSIONAL IMMEDIATELY.
- ALL GRADED AREAS SHALL BE APPLIED WITH VEGETATIVE COVER AS SOON AS FINAL GRADE IS ACHIEVED. MULCH OR TEMPORARY GRASSING SHALL BE APPLIED TO ALL EXPOSED AREAS WITHIN 7 DAYS OF LAND DISTURBANCE. ALL DISTURBED AREAS LEFT MULCHED FOR MORE THAN 30 DAY SHALL BE STABILIZED WITH TEMPORARY GRASSING.
- SEDIMENT AND EROSION CONTROL MEASURES MUST BE CHECKED AFTER EACH RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE THIRD THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.
- CONTRACTOR SHALL INSPECT EROSION CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
- THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING WITH 1" - 3" OF STONE, AS CONDITIONS DEMAND. ALL MATERIALS SPILLED, DROPPED, WASHED OR TRACKED FROM A VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.
- FAILURE TO INSTALL, OPERATE OR MAINTAIN ALL EROSION CONTROL MEASURES, MAY RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURE ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.

FINAL PHASE NOTES

- ALL ROADWAY SHOULD BE GRASSED AS SOON AS FINAL GRADE IS ACHIEVED.
- ALL DISTURBED AREAS ARE TO RECEIVE FINAL STABILIZATION WITH 100% OF THE SOIL SURFACE NOT COVERED WITH STRUCTURES OR PAVEMENTS UNIFORMLY COVERED IN PERMANENT VEGETATION WITH A DENSITY OF 70% OR GREATER OR LANDSCAPED IN ACCORDANCE WITH THE APPROVED LANDSCAPE PLAN.
- UPON COMPLETION OF THE PROJECT AND RECEIPT OF THE CERTIFICATE OF COMPLETION, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND DISPOSE OF THEM UNLESS NOTED OTHERWISE ON PLANS.
- ALL SEDIMENT IN STORM PIPES, PONDS, VAULTS, DRAINAGE STRUCTURES, ETC. IS TO BE COMPLETELY REMOVED AND DISPOSED OF PROPERLY.

SITE SPECIFIC NOTES

- SEE SHEETS CE501 THRU CE503 FOR EROSION CONTROL DETAILS.
- THERE ARE NO WATERS OF THE STATE ON OR WITHIN 200 FEET OF PROJECT AREA.
- SOIL SERIES FOR ENTIRE DISTURBED AREA = C1C2
- DISTURBED AREA = 0.55 AC
- OWNER/DEVELOPER: HALL COUNTY PUBLIC WORKS & UTILITIES
- CONTRACTOR: TBD

24 HOUR CONTACT

NAME: SCOTT PUCKETT
 FIRM: HALL COUNTY PUBLIC WORKS & UTILITIES
 PHONE: 770-531-6800

APPROXIMATE ACTIVITY SCHEDULE

DESCRIPTION	MONTH												
	1	2	3	4	5	6	7	8	9	10	11	12	13
INITIAL PHASE EROSION CONTROL INSTALLATION													
7-DAY VISIT CERTIFICATION													
SEDIMENT CONTROL-TREE PROTECTION													
CLEARING & GRUBBING													
INITIAL PHASE EROSION CONTROL INSTALLATION													
7-DAY VISIT CERTIFICATION													
SEDIMENT CONTROL-TREE PROTECTION													
CLEARING & GRUBBING													
GRADING													
MULCHING - TEMPORARY GRASSING													
MAINT. OF EROSION CONTROL DEVICES													
FINAL LANDSCAPING, CLEANING OF STORM DRAINS													
DISPOSITION OF SEDIMENT DEVICES													

REVISIONS

Δ	DATE	BY	DESCRIPTION	Δ	DATE	BY	DESCRIPTION



DESIGNED BY	NAME	DATE	DRAWN BY	NAME	DATE
	WS	04/21/2023		WS	04/21/2023
CHECKED BY	BS	04/21/2023	CHECKED BY	BS	04/21/2023
SUPERVISED BY					

EROSION CONTROL NOTES (LAND DISTURBANCE <1.0 ACRES)

- NON-EXEMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE EPD 25' UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF WRESTED VEGETATION WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.
- ALONG ALL STATE WATERS AND OTHER SENSITIVE AREAS, TWO ROWS OF TYPE S SEDIMENT BARRIER SHALL BE USED OUTSIDE OF THE STATE WATERS UNDISTURBED BUFFER AND BE PLACED A MINIMUM OF 36 INCHES APART.
- AMENDMENTS/REVISIONS TO THE EROSION CONTROL PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMP'S WITH A HYDRAULIC COMPONENT MUST BE PROVIDED BY THE DESIGN PROFESSIONAL PRIOR TO THEIR CONSTRUCTION.
- CONTRACTOR TO MAINTAIN CONSTRUCTION EXITS TO PREVENT TRACKING OF MUD INTO THE PUBLIC RIGHT OF WAY. ANY TRACKED MUD IS TO BE REMOVED FROM THE ROAD WAY IMMEDIATELY.
- ALL GRADED SLOPES 3:1 OR GREATER MUST BE HYDROSEEDDED AND COVERED WITH GDOT APPROVED WHEAT OR WOOD FIBER MATTING. IF NOT HYDROSEEDDED, GDOT APPROVED MATTING THAT HAS BEEN IMPREGNATED WITH SEED AND FERTILIZER MUST BE USED. ALL SLOPES MUST BE PROPERLY PROTECTED UNTIL A PERMANENT VEGETATIVE STAND IS ESTABLISHED.
- ALL BMP'S TO REMAIN IN PLACE UNTIL PERMANENT VEGETATION IS WELL ESTABLISHED.

VEGETATIVE PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Bf	BUFFER ZONE		Bf	An undisturbed natural "green belt" separating the land-disturbing site from surrounding property and bordering streams. It serves to reduce water velocity and remove some sediment. It is also at times a noise or vision pollution barrier.
Cs	COASTAL DUNE STABILIZATION		Cs	Planting vegetation on dunes that are eroded, or re-nourished, retarding cover.
Ds1	DISTURBED AREA STABILIZATION (w/MULCHING ONLY)		Ds1	Establishing temporary protection for disturbed areas where seedlings may not have a suitable growing season to produce an erosion retarding cover.
Ds2	DISTURBED AREA STABILIZATION (w/TEMPORARY SEEDING)		Ds2	Establishing a temporary vegetative cover with fast growing seedlings on disturbed areas.
Ds3	DISTURBED AREA STABILIZATION (w/PERMANENT SEEDING)		Ds3	Establishing permanent vegetative cover such as trees, shrubs, vines, sod, grasses or legumes on disturbed areas.
Ds4	DISTURBED AREA STABILIZATION (WITH SODDING)		Ds4	A permanent vegetative cover using sods on highly erodible or critically eroded lands.
Du	DUST CONTROL ON DISTURBED AREAS		Du	Controlling surface and air movement of dust on construction site, roadways and similar sites.
Fl-Co	FLOCCULANTS AND COAGULANTS		Fl-Co	Substance formulated to assist in the solids/liquid separation of suspended particles in solution.
Sb	STREAMBANK STABILIZATION (WITH PERMANENT VEGETATION)		Sb	The use of readily available native plant materials to maintain and enhance streambanks, or to prevent, or restore and repair small streambank erosion problems.
Ss	SLOPE STABILIZATION		Ss	A protective covering used to prevent erosion and establish temporary or permanent vegetation on steep slopes, shore lines, or channels.
Tac	TACKLERS AND BINDERS		Tac	Substance used to anchor straw or hay mulch by causing the organic material to bind together.

STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Spb	STEP BERM		(label)	A linear control device constructed as a diversion perpendicular to the direction of the runoff to enhance dissipation and infiltration of runoff, while creating multiple sedimentation chambers with the employment of intermediate dikes.
Sr	TEMPORARY STREAM CROSSING		(label)	A temporary bridge or culvert-type structure protecting a stream or watercourse from damage by crossing construction equipment.
St	STORMDRAIN INLET/OUTLET PROTECTION		(label)	A paved or short section of riprap channel at the outlet of a storm drain system preventing erosion from the concentrated runoff.
Su	SURFACE ROUGHENING		(label)	A rough soil surface with horizontal depressions on a contour or slopes left in a roughened condition after grading.
Tc	TURBIDITY CURTAIN		(label)	A floating or staked barrier installed within the water (it may also be referred to as a floating boom, silt barrier, or silt curtain).
Tp	TOPSOILING		(label)	The practice of stripping off the more fertile soil, storing it, then spreading it over the disturbed area after completion of construction activities.
Tr	TREE PROTECTION		(label)	To protect desirable trees from injury during construction activity.
Wt	VEGETATED WATERWAY OR STORMWATER CONVEYANCE CHANNEL		(label)	Paved or vegetative water outlets for diversions, terraces, berms, dikes, or similar structures.

STRUCTURAL PRACTICES

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Cd	CHECKDAM		(label)	A small temporary barrier or dam constructed across a swale, drainage ditch or area of concentrated flow.
Ch	CHANNEL STABILIZATION		(label)	Improving, constructing or stabilizing an open channel, existing stream, or ditch.
Co	CONSTRUCTION EXIT		(label)	A crushed stone pad located at the construction exit to provide a place for removing mud from tires thereby protecting public streets.
Cr	CONSTRUCTION ROAD STABILIZATION		(label)	A travelway constructed as part of a construction plan including access roads, subdivision roads, parking areas and other on-site vehicle transportation roads.
Dc	STREAM DIVERSION CHANNEL		(label)	A temporary channel constructed to convey flow around a construction site while a permanent structure is being constructed.
Di	DIVERSION		(label)	An earth channel or dike located above, below or across a slope to divert runoff. This may be a temporary or permanent structure.
Dn1	TEMPORARY DOWNDRAIN STRUCTURE		(label)	A flexible conduit of heavy-duty fabric or other material designed to safely conduct surface runoff down a slope. Temporary and inexpensive.
Dn2	PERMANENT DOWNDRAIN STRUCTURE		(label)	A paved chute, sectional conduit, pipe or similar material designed to safely conduct surface runoff down a slope.
Fr	FILTER RING		(label)	A temporary stone barrier constructed at storm drain inlets and pond outlets.
Ga	GABION		(label)	Rock filter baskets which are hand-placed into position forming soil stabilizing structures.
Gr	GRADE STABILIZATION STRUCTURE		(label)	Permanent structures installed to protect natural or artificial channels or waterways where otherwise the slope would be sufficient for the running water to form gullies.
Lv	LEVEL SPREADER		(label)	A structure to convert concentrated flow of waters into less erosive sheet flow. This should be constructed only on undisturbed soils.
Rd	ROCK FILTER DAM		(label)	A permanent or temporary stone filter dam installed across small streams or drainageways.
Re	RETAINING WALL		(label)	A wall installed to stabilize cut and fill slopes where maximum permissible slopes are not obtainable. Each situation will require special design.
Rt	RETROFITTING		(label)	A device or structure placed in front of a permanent stormwater detention pond outlet structure to serve as a temporary sediment filter.
Sd1	SEDIMENT BARRIER		(label)	A barrier to prevent sediment from leaving the construction site. It may be sandbags, bales of straw or hay, gravel or a sediment fence.
Sd2	SEDIMENT TRAP, TEMPORARY		(label)	An impounding area created by excavating around a storm drain inlet. The excavated area will be filled and stabilized on completion of construction activities.
Sd3	SEDIMENT BASIN, TEMPORARY		(label)	A basin created by excavation or a dam across a waterway. The surface water runoff is temporarily stored allowing the bulk of the sediment to drop out.
Sd4	SEDIMENT TRAP, TEMPORARY		(label)	A small temporary pond that drains a disturbed area so that sediment can settle out. The principle feature distinguishing a temporary sediment trap from a temporary sediment basin is the lack of a pipe or riser.
Sk	FLOATING SURFACE SKIMMER		(label)	A buoyant device that releases debris water from the surface of sediment ponds, traps, or basins at a controlled rate of flow.

GEORGIA UNIFORM CODING SYSTEM FOR SOIL EROSION AND SEDIMENT CONTROL PRACTICES

HALL COUNTY, GEORGIA

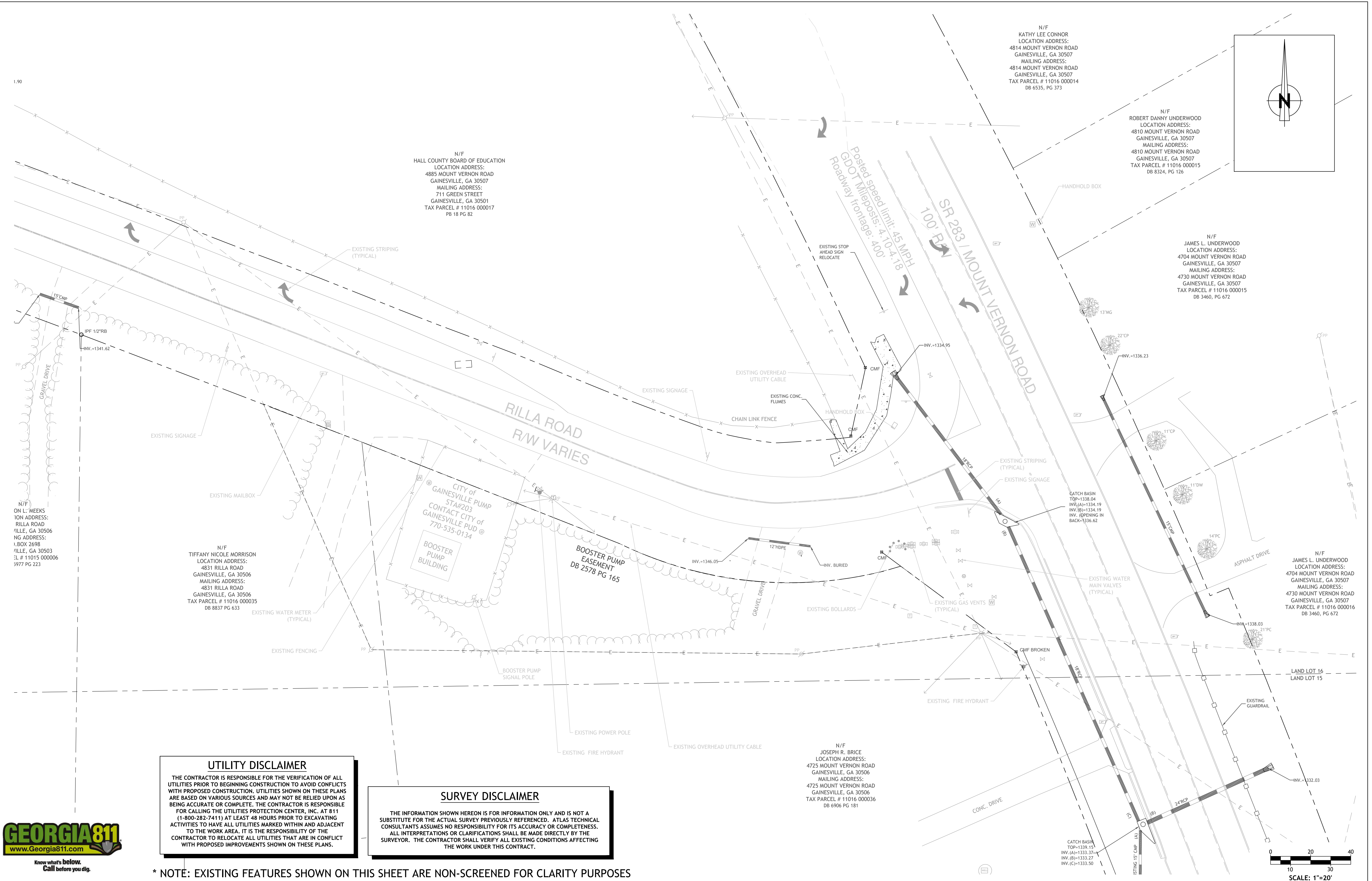
RILLA ROAD IMPROVEMENT
 EROSION CONTROL NOTES

DRAWING NUMBER

CE001

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4/21/2023 12:08 PM



N/F
KATHY LEE CONNOR
LOCATION ADDRESS:
4814 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
4814 MOUNT VERNON ROAD
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TAX PARCEL # 11016 000014
DB 6535, PG 373

N/F
ROBERT DANNY UNDERWOOD
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4810 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
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GAINESVILLE, GA 30507
TAX PARCEL # 11016 000015
DB 8324, PG 126

N/F
JAMES L. UNDERWOOD
LOCATION ADDRESS:
4704 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
4730 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
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DB 3460, PG 672

N/F
JAMES L. UNDERWOOD
LOCATION ADDRESS:
4704 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
4730 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
TAX PARCEL # 11016 000016
DB 3460, PG 672

N/F
JOSEPH R. BRICE
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4725 MOUNT VERNON ROAD
GAINESVILLE, GA 30506
MAILING ADDRESS:
4725 MOUNT VERNON ROAD
GAINESVILLE, GA 30506
TAX PARCEL # 11016 000036
DB 6906 PG 181

N/F
HALL COUNTY BOARD OF EDUCATION
LOCATION ADDRESS:
4885 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
711 GREEN STREET
GAINESVILLE, GA 30501
TAX PARCEL # 11016 000017
PB 18 PG 82

N/F
TIFFANY NICOLE MORRISON
LOCATION ADDRESS:
4831 RILLA ROAD
GAINESVILLE, GA 30506
MAILING ADDRESS:
4831 RILLA ROAD
GAINESVILLE, GA 30506
TAX PARCEL # 11016 000035
DB 8837 PG 633

N/F
ON L. WEEKS
LOCATION ADDRESS:
RILLA ROAD
GAINESVILLE, GA 30506
MAILING ADDRESS:
P.O. BOX 2698
GAINESVILLE, GA 30503
TAX PARCEL # 11015 000006
5977 PG 223

UTILITY DISCLAIMER

THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION TO AVOID CONFLICTS WITH PROPOSED CONSTRUCTION. UTILITIES SHOWN ON THESE PLANS ARE BASED ON VARIOUS SOURCES AND MAY NOT BE RELIED UPON AS BEING ACCURATE OR COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR CALLING THE UTILITIES PROTECTION CENTER, INC. AT 811 (1-800-282-7411) AT LEAST 48 HOURS PRIOR TO EXCAVATING ACTIVITIES TO HAVE ALL UTILITIES MARKED WITHIN AND ADJACENT TO THE WORK AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL UTILITIES THAT ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.

SURVEY DISCLAIMER

THE INFORMATION SHOWN HEREON IS FOR INFORMATION ONLY AND IS NOT A SUBSTITUTE FOR THE ACTUAL SURVEY PREVIOUSLY REFERENCED. ATLAS TECHNICAL CONSULTANTS ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY OR COMPLETENESS. ALL INTERPRETATIONS OR CLARIFICATIONS SHALL BE MADE DIRECTLY BY THE SURVEYOR. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AFFECTING THE WORK UNDER THIS CONTRACT.

* NOTE: EXISTING FEATURES SHOWN ON THIS SHEET ARE NON-SCREENED FOR CLARITY PURPOSES



REVISIONS			
Δ	DATE	BY	DESCRIPTION



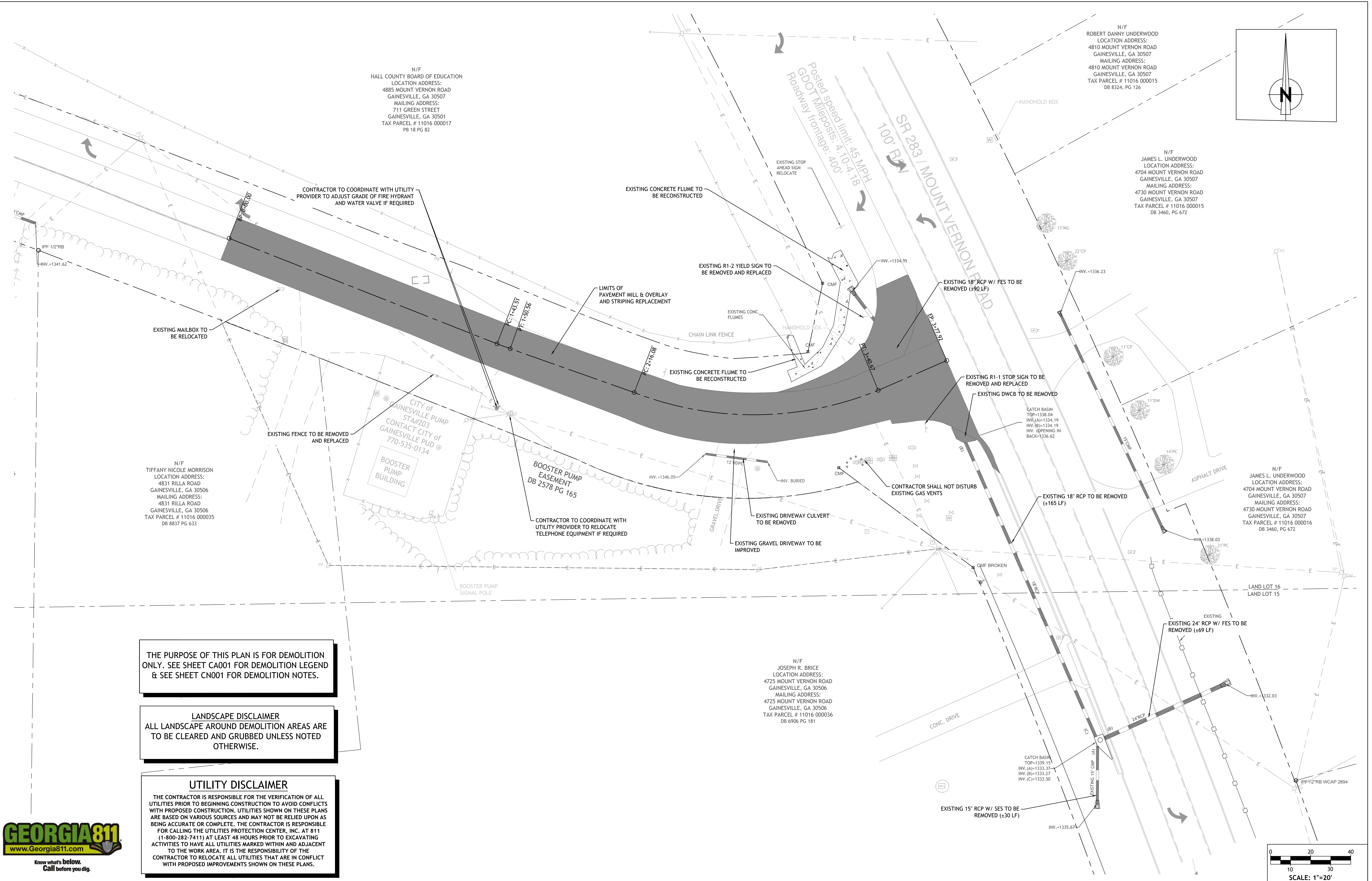
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CHECKED BY: BS	04/21/2023	CHECKED BY: BS	04/21/2023
SUPERVISED BY:			

HALL COUNTY, GEORGIA

RILLA ROAD IMPROVEMENT
EXISTING CONDITIONS

DRAWING NUMBER
CX101

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4/21/2023 12:09 PM



N/F
HALL COUNTY BOARD OF EDUCATION
LOCATION ADDRESS:
4885 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
711 GREEN STREET
GAINESVILLE, GA 30501
TAX PARCEL # 11016 000017
PB 18 PG 82

N/F
ROBERT DANNY UNDERWOOD
LOCATION ADDRESS:
4810 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
4810 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
TAX PARCEL # 11016 000015
DB 8324, PG 126

N/F
JAMES L. UNDERWOOD
LOCATION ADDRESS:
4704 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
4730 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
TAX PARCEL # 11016 000015
DB 3460, PG 672

N/F
TIFFANY NICOLE MORRISON
LOCATION ADDRESS:
4831 RILLA ROAD
GAINESVILLE, GA 30506
MAILING ADDRESS:
4831 RILLA ROAD
GAINESVILLE, GA 30506
TAX PARCEL # 11016 000035
DB 8837 PG 633

CITY of GAINESVILLE PUMP STA#203
CONTACT CITY of GAINESVILLE PUD @ 770-535-0134
BOOSTER PUMP BUILDING

BOOSTER PUMP EASEMENT
DB 2578 PG 165

N/F
JOSEPH R. BRICE
LOCATION ADDRESS:
4725 MOUNT VERNON ROAD
GAINESVILLE, GA 30506
MAILING ADDRESS:
4725 MOUNT VERNON ROAD
GAINESVILLE, GA 30506
TAX PARCEL # 11016 000036
DB 6906 PG 181

N/F
JAMES L. UNDERWOOD
LOCATION ADDRESS:
4704 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
4730 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
TAX PARCEL # 11016 000016
DB 3460, PG 672

THE PURPOSE OF THIS PLAN IS FOR DEMOLITION ONLY. SEE SHEET CA001 FOR DEMOLITION LEGEND & SEE SHEET CN001 FOR DEMOLITION NOTES.

LANDSCAPE DISCLAIMER
ALL LANDSCAPE AROUND DEMOLITION AREAS ARE TO BE CLEARED AND GRUBBED UNLESS NOTED OTHERWISE.

UTILITY DISCLAIMER
THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION TO AVOID CONFLICTS WITH PROPOSED CONSTRUCTION. UTILITIES SHOWN ON THESE PLANS ARE BASED ON VARIOUS SOURCES AND MAY NOT BE RELIED UPON AS BEING ACCURATE OR COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR CALLING THE UTILITIES PROTECTION CENTER, INC. AT 811 (1-800-282-7411) AT LEAST 48 HOURS PRIOR TO EXCAVATING ACTIVITIES TO HAVE ALL UTILITIES MARKED WITHIN AND ADJACENT TO THE WORK AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL UTILITIES THAT ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.



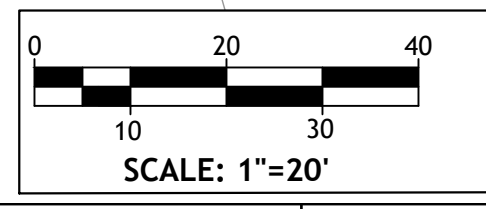
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Δ	DATE	DESCRIPTION	Δ	DATE	DESCRIPTION



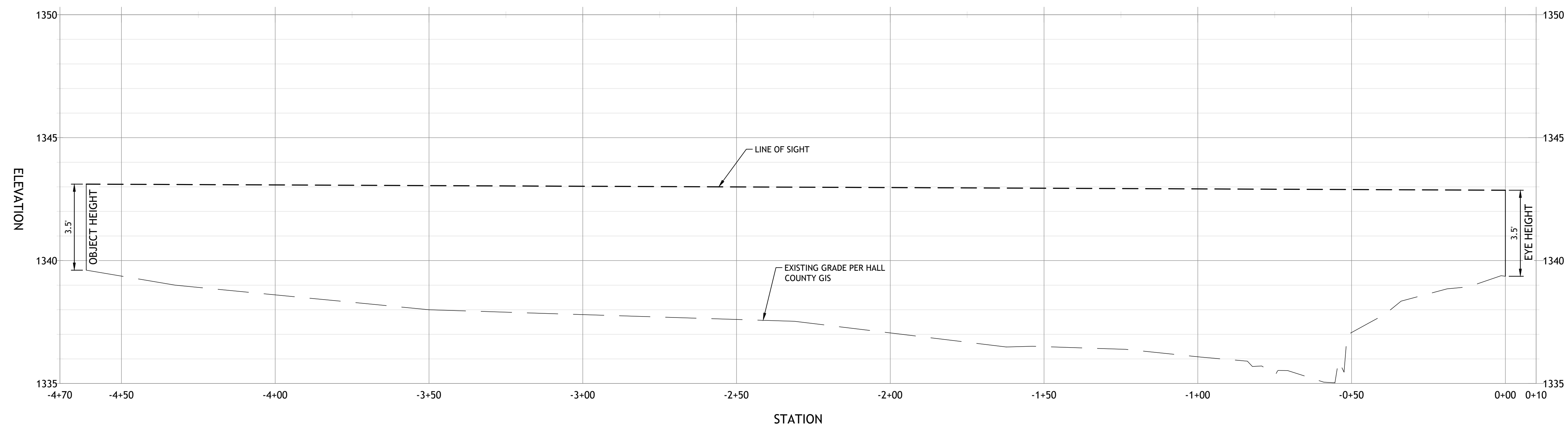
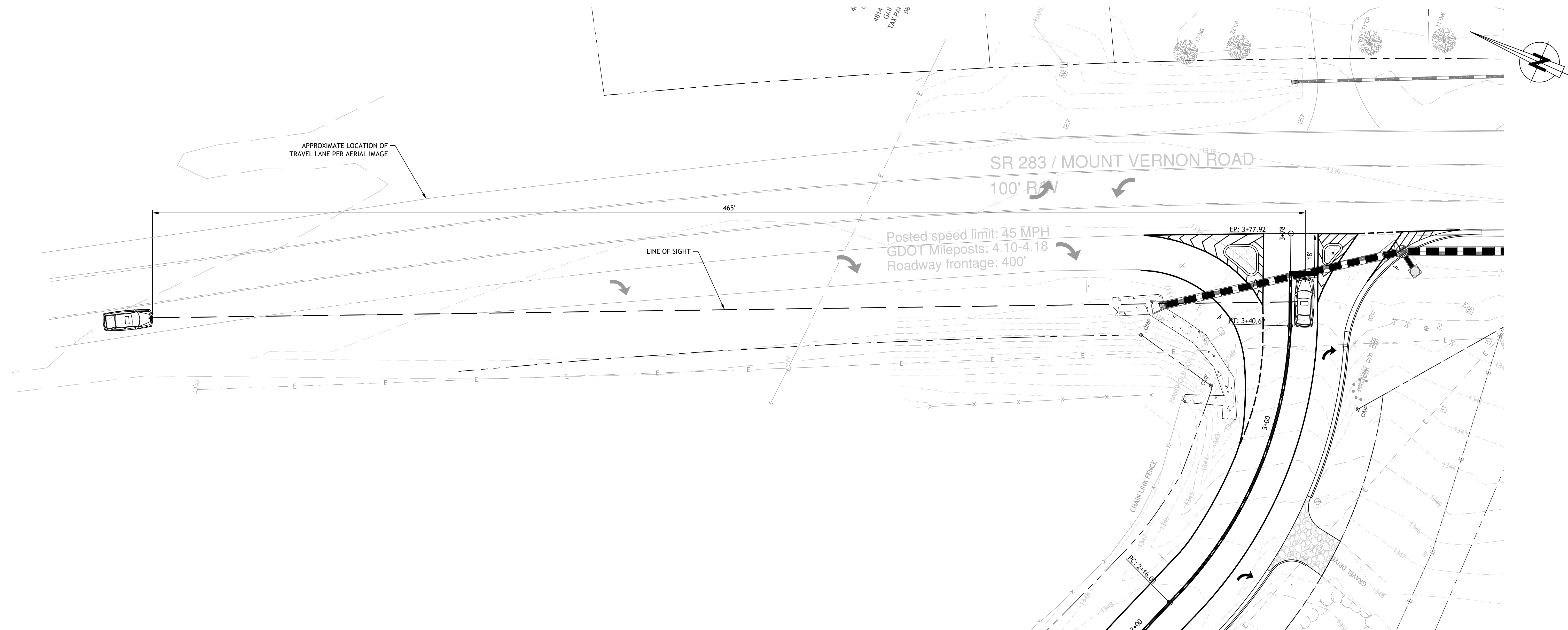
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DESIGNED BY: WS	04/21/2023	DRAWN BY: WS	04/21/2023
CHECKED BY: BS	04/21/2023	CHECKED BY: BS	04/21/2023
SUPERVISED BY:			

HALL COUNTY, GEORGIA

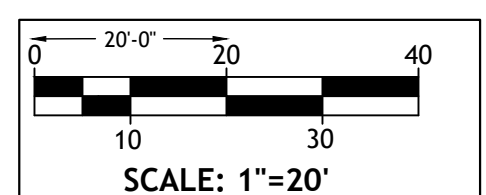
RILLA ROAD IMPROVEMENT
DEMOLITION PLAN



DRAWING NUMBER
CD101



SDL PROFILE – RILLA RD & SR283
SCALE: 1" = 20'H, 1" = 2'V



REVISIONS

Δ	DATE	BY	DESCRIPTION	Δ	DATE	BY	DESCRIPTION



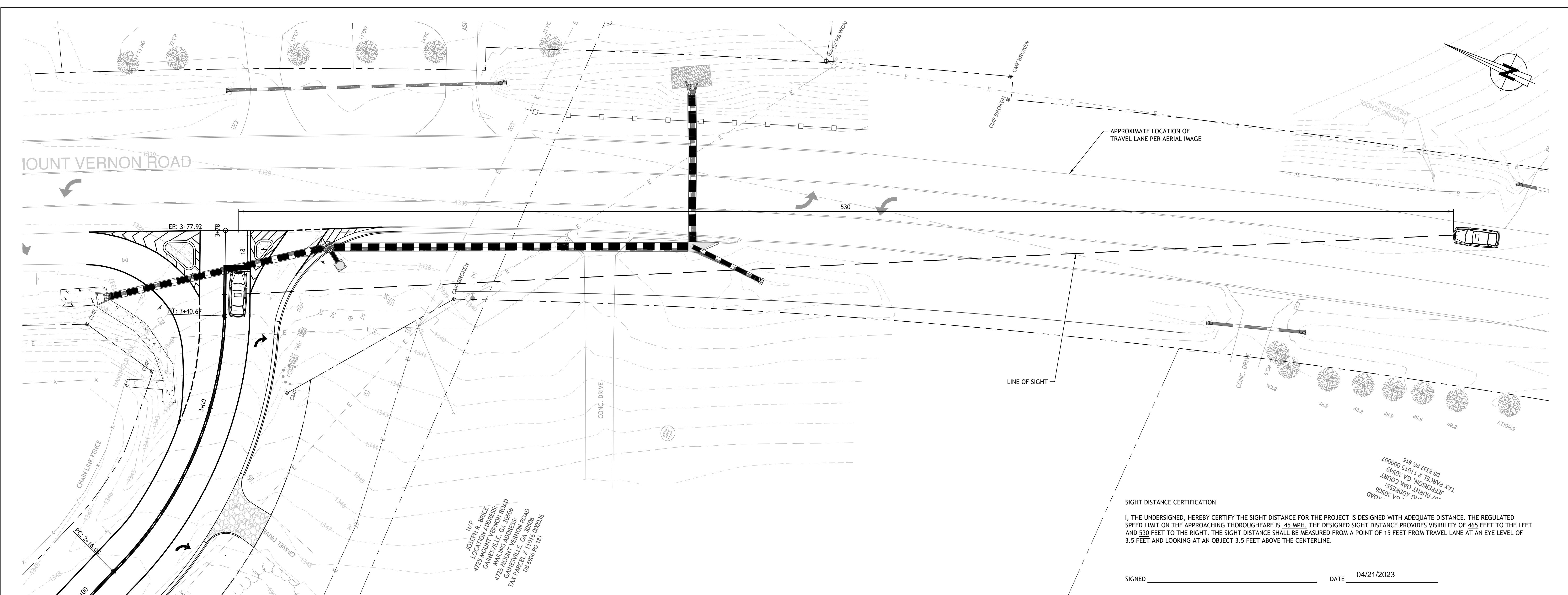
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DESIGNED BY: WS	04/21/2023	DRAWN BY: WS	04/21/2023
CHECKED BY: BS	04/21/2023	CHECKED BY: BS	04/21/2023
SUPERVISED BY:			

HALL COUNTY, GEORGIA

RILLA ROAD IMPROVEMENT
SIGHT DISTANCE PROFILE

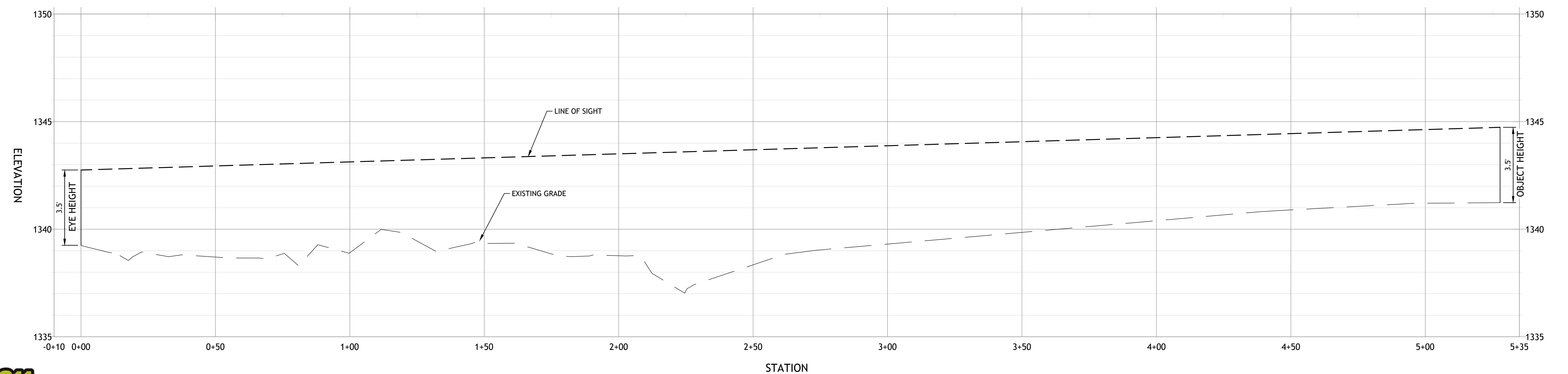
DRAWING NUMBER

CS102



SIGHT DISTANCE CERTIFICATION
 I, THE UNDERSIGNED, HEREBY CERTIFY THE SIGHT DISTANCE FOR THE PROJECT IS DESIGNED WITH ADEQUATE DISTANCE. THE REGULATED SPEED LIMIT ON THE APPROACHING THOROUGHFARE IS 45 MPH. THE DESIGNED SIGHT DISTANCE PROVIDES VISIBILITY OF 465 FEET TO THE LEFT AND 530 FEET TO THE RIGHT. THE SIGHT DISTANCE SHALL BE MEASURED FROM A POINT OF 15 FEET FROM TRAVEL LANE AT AN EYE LEVEL OF 3.5 FEET AND LOOKING AT AN OBJECT 3.5 FEET ABOVE THE CENTERLINE.

SIGNED _____ DATE 04/21/2023



SDR PROFILE - RILLA ROAD & SR283
 SCALE: 1" = 20'H, 1" = 2'V



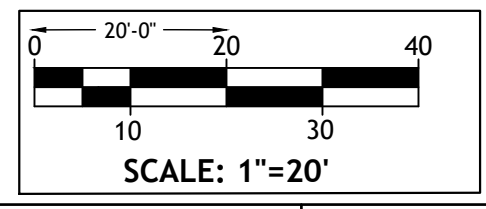
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Δ	DATE	BY	DESCRIPTION	Δ	DATE



NAME	DATE	NAME	DATE
DESIGNED BY: WS	04/21/2023	DRAWN BY: WS	04/21/2023
CHECKED BY: BS	04/21/2023	CHECKED BY: BS	04/21/2023
SUPERVISED BY:			

HALL COUNTY, GEORGIA

RILLA ROAD IMPROVEMENT
 SIGHT DISTANCE PROFILE



DRAWING NUMBER
 CS103

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N/F
HALL COUNTY BOARD OF EDUCATION
LOCATION ADDRESS:
4885 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
711 GREEN STREET
GAINESVILLE, GA 30501
TAX PARCEL # 11016 000017
PB 18 PG 82

GAINESVILLE, GA 30507
MAILING ADDRESS:
4810 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
TAX PARCEL # 11016 000015
DB 8324, PG 126

N/F
JAMES L. UNDERWOOD
LOCATION ADDRESS:
4704 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
4730 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
TAX PARCEL # 11016 000015
DB 3460, PG 672

N/F
TIFFANY NICOLE MORRISON
LOCATION ADDRESS:
4831 RILLA ROAD
GAINESVILLE, GA 30506
MAILING ADDRESS:
4831 RILLA ROAD
GAINESVILLE, GA 30506
TAX PARCEL # 11016 000035
DB 8837 PG 633

CITY of GAINESVILLE PUMP
STA#203
CONTACT CITY of GAINESVILLE PUD @
770-535-0134

BOOSTER PUMP BUILDING

BOOSTER PUMP EASEMENT
DB 2578 PG 165

N/F
JOSEPH R. BRICE
LOCATION ADDRESS:
4725 MOUNT VERNON ROAD
GAINESVILLE, GA 30506
MAILING ADDRESS:
4725 MOUNT VERNON ROAD
GAINESVILLE, GA 30506
TAX PARCEL # 11016 000036
DB 6906 PG 181

UTILITY DISCLAIMER

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STORM (YRS.)	PRE-DEV. (CFS)	POST-DEV. (CFS)
2	19.82	16.89
5	24.15	20.84
10	27.74	24.16
25	32.86	28.84
50	36.82	32.47
100	40.76	36.09

10 YR. GUTTER SPREAD

Inlet Report

Line No	Inlet ID	Q = CIA	Q carry	Q capt	Q Byp	Jume Type	Curb Inlet	Grate Inlet	Gutter	Inlet	Byp											
		(cfs)	(cfs)	(cfs)	(cfs)		Ht. (ft)	L (ft)	Area (sqft)	L (ft)	W (ft)	So (ft)	W (ft)	Sw (ft)	Sx (ft)	n	Depth (ft)	Spread (ft)	Depth (ft)	Spread (ft)	Depr (ft)	Line No
1	EX2	0.75	0.00	0.75	0.00	Curb	5.5	12.00	0.00	0.00	0.00	Sag	2.00	0.020	0.020	0.013	0.08	3.81	0.24	3.81	1.9	Off
2	A1	0.75	0.00	0.75	0.00	Comb	5.5	3.00	6.00	3.00	2.00	Sag	2.00	0.080	0.020	0.013	0.12	1.76	0.28	1.76	1.9	Off

Project File: 0064-9033-STORM PIPES/PROP/plan
Number of lines: 5
Run Date: 2/22/2023
NOTES: Inlet N-Values = 0.016; Intensity = 50.30 / (inlet time + 5.50) ^ 0.76; Return period = 10 Yrs.; * Indicates Known Q added. All curb inlets are throat.



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
5/31/23	WRS	EX. STORM SEWER UPGRADED WITH CONST. STAGING PLANS			



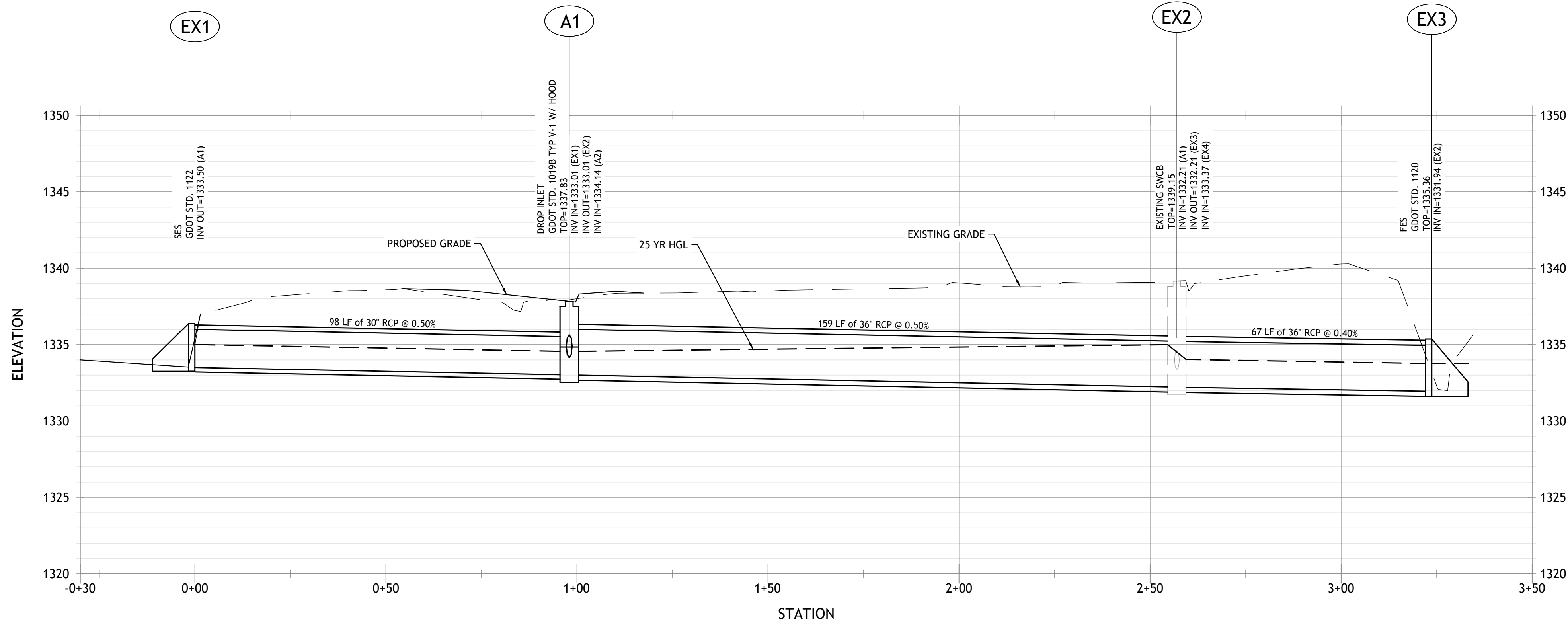
NAME	DATE	NAME	DATE
DESIGNED BY WS	04/21/2023	DRAWN BY WS	04/21/2023
CHECKED BY BS	04/21/2023	CHECKED BY BS	04/21/2023
SUPERVISED BY			

HALL COUNTY, GEORGIA

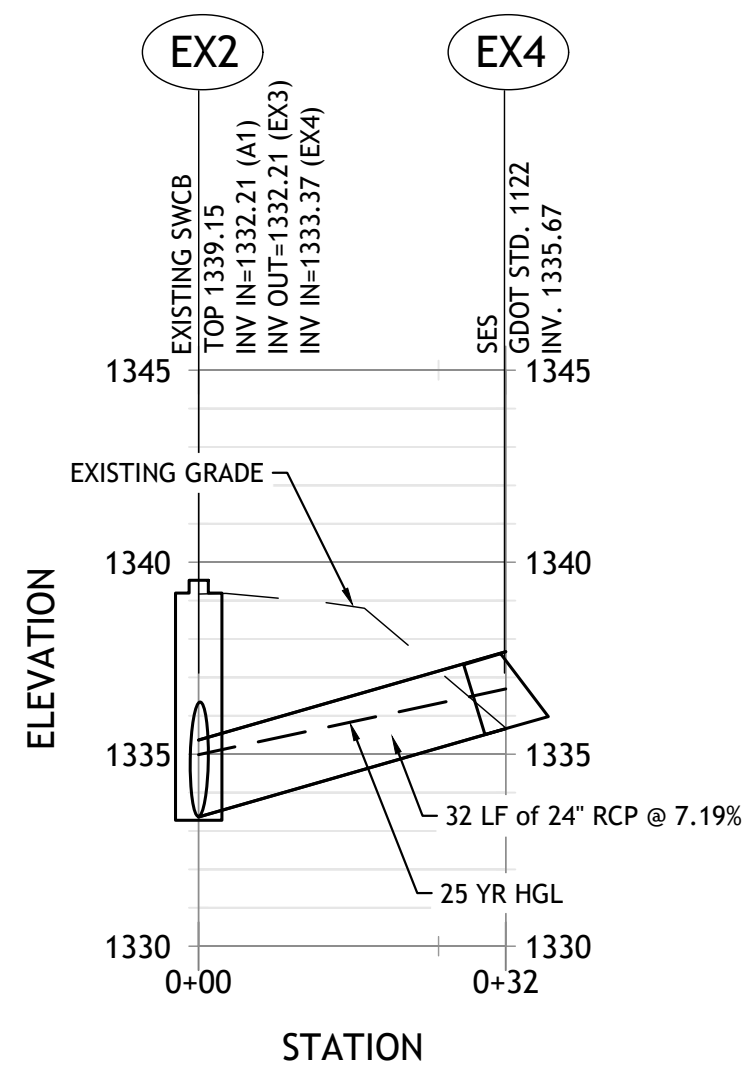
RILLA ROAD IMPROVEMENT
GRADING & DRAINAGE PLAN

DRAWING NUMBER
CG101

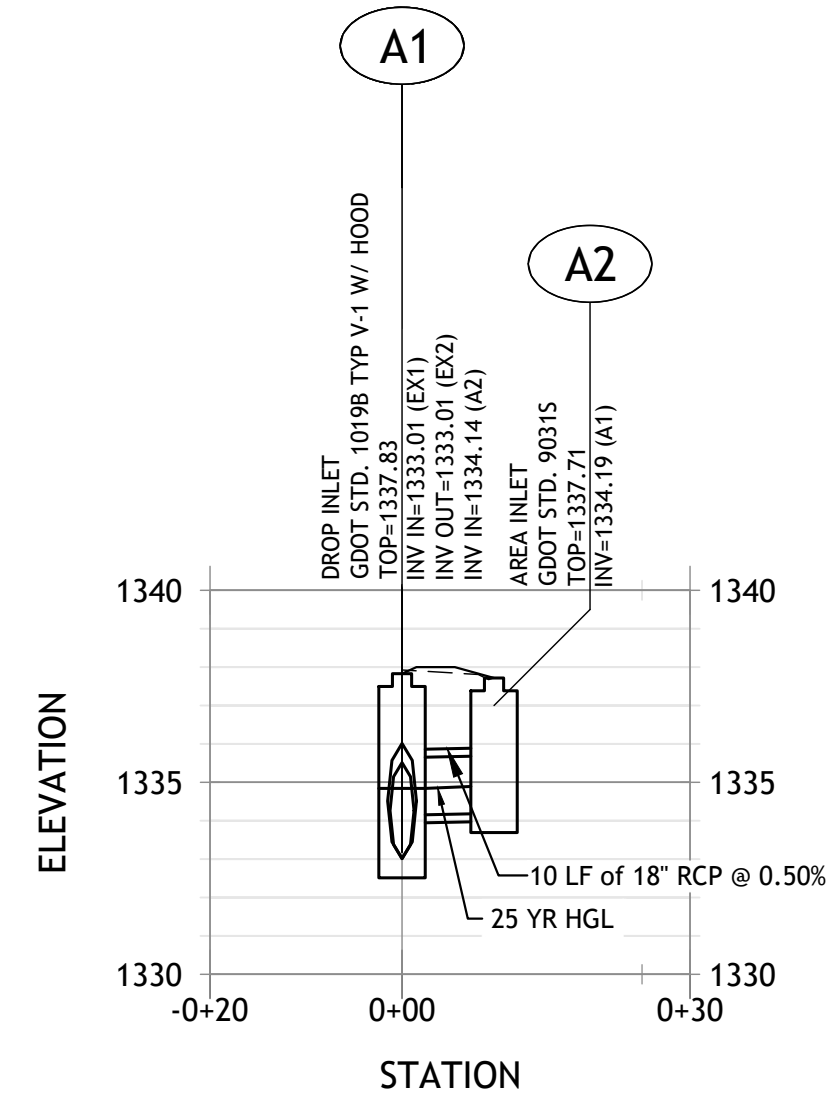
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STORM LINE EX1-EX3 & A1
SCALE: 1" = 20'H, 1" = 5'V



STORM LINE EX4-EX2
SCALE: 1" = 20'H, 1" = 5'V



STORM LINE A1-A2
SCALE: 1" = 20'H, 1" = 5'V

Storm Sewer Tabulation

Page 1

Station Line	To Line	Len (ft)	Drng Area		Rnoff coeff (C)	Area x C		Tc (min)	Inlet (min)	Syst (min)	Rain (in/hr)	Total flow (cfs)	Cap full (cfs)	Vel (ft/s)	Pipe		Invert Elev		HGL Elev		Grnd / Rim Elev		Line ID
			Incr (ac)	Total (ac)		Incr	Total								Size (in)	Slope (%)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	Dn (ft)	Up (ft)	
1	End	67.000	0.10	5.23	0.95	0.10	3.33	5.0	6.2	8.7	28.84	42.34	6.44	36	0.40	1331.94	1332.21	1333.76	1334.03	1338.36	1339.15	EX2-EX3	
2	1	159.000	0.10	3.50	0.95	0.10	2.53	5.0	5.4	9.1	23.09	47.31	4.83	36	0.50	1332.21	1333.01	1334.99	1334.56	1339.15	1337.83	A1-EX2	
3	2	98.000	2.50	2.50	0.83	2.08	2.08	5.0	5.0	9.4	19.45	29.00	6.21	30	0.50	1333.01	1333.50	1334.56	1335.00	1337.83	1336.00	EX1-A1	
4	2	9.590	0.90	0.90	0.40	0.36	0.36	5.0	5.0	9.4	3.38	7.58	4.15	18	0.52	1334.14	1334.19	1334.84	1334.89	1337.83	1337.71	A2-A1	
5	1	32.000	1.63	1.63	0.43	0.70	0.70	5.0	5.0	9.4	6.57	60.64	3.57	24	7.19	1333.37	1335.67	1334.99	1336.58	1339.15	1336.92	EX4-EX2	

Project File: 0064-9033-STORM PIPES(PROP).stm
Number of lines: 5
Run Date: 3/27/2023

NOTES: Intensity = 54.69 / (Inlet time + 6.00)^{0.74}; Return period = Yrs. 25 ; c = cir e = ellip b = box

25-YEAR STORM SEWER ANALYSIS RESULTS



REVISIONS

Δ	DATE	BY	DESCRIPTION



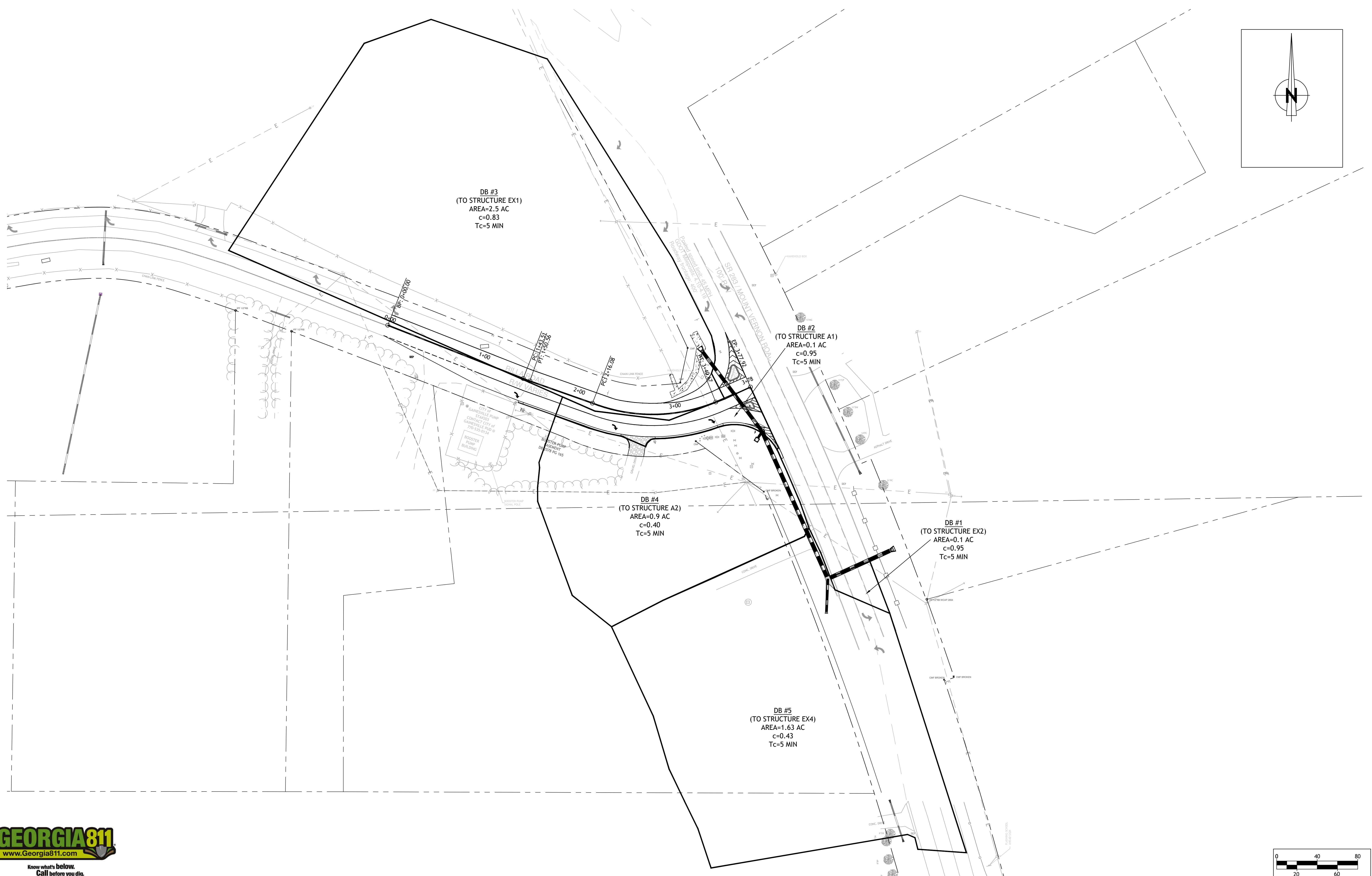
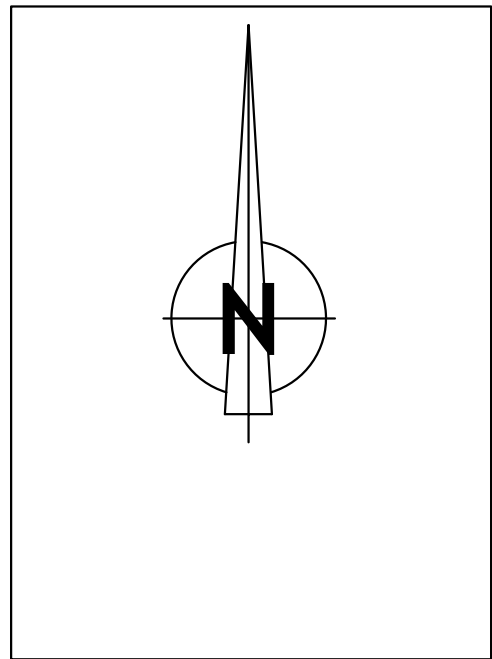
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DESIGNED BY: WS	04/21/2023	DRAWN BY: WS	04/21/2023
CHECKED BY: BS	04/21/2023	CHECKED BY: BS	04/21/2023
SUPERVISED BY:			

HALL COUNTY, GEORGIA

RILLA ROAD IMPROVEMENT
DRAINAGE PROFILES

DRAWING NUMBER
CG102

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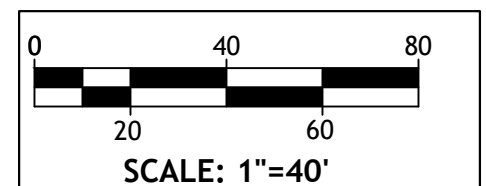
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(TO STRUCTURE EX1)
AREA=2.5 AC
c=0.83
Tc=5 MIN

DB #2
(TO STRUCTURE A1)
AREA=0.1 AC
c=0.95
Tc=5 MIN

DB #4
(TO STRUCTURE A2)
AREA=0.9 AC
c=0.40
Tc=5 MIN

DB #1
(TO STRUCTURE EX2)
AREA=0.1 AC
c=0.95
Tc=5 MIN

DB #5
(TO STRUCTURE EX4)
AREA=1.63 AC
c=0.43
Tc=5 MIN



REVISIONS

Δ	DATE	BY	DESCRIPTION	Δ	DATE	BY	DESCRIPTION



NAME	DATE	NAME	DATE
DESIGNED BY CW	04/17/2023	DRAWN BY CW	04/17/2023
CHECKED BY BS	04/17/2023	CHECKED BY BS	04/17/2023
SUPERVISED BY			

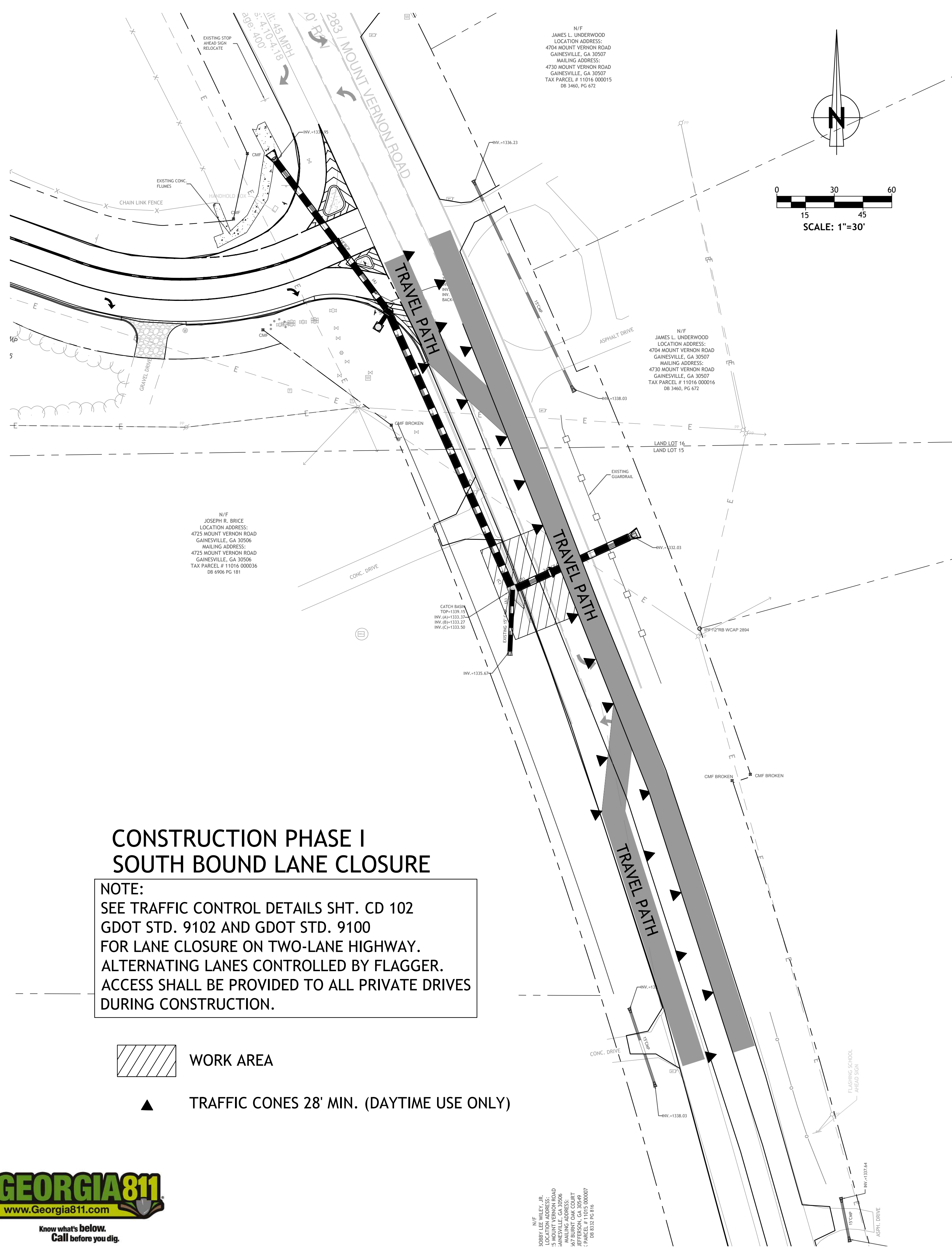
HALL COUNTY, GEORGIA

JIM HOOD ROAD IMPROVEMENT
POST-DEVELOPMENT DRAINAGE AREA MAP

DRAWING NUMBER
CG103

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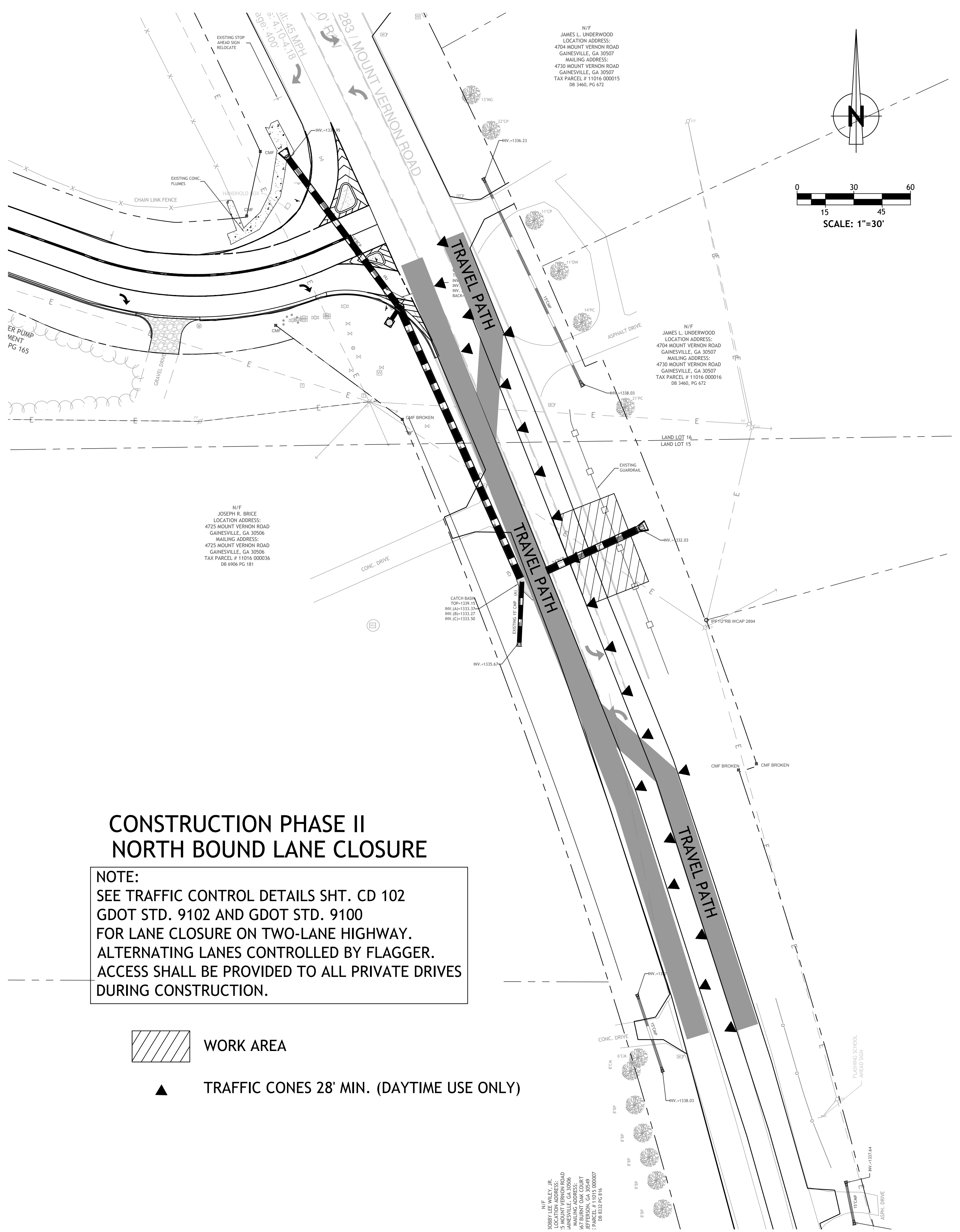
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CONSTRUCTION PHASE I SOUTH BOUND LANE CLOSURE

NOTE:
SEE TRAFFIC CONTROL DETAILS SHT. CD 102
GDOT STD. 9102 AND GDOT STD. 9100
FOR LANE CLOSURE ON TWO-LANE HIGHWAY.
ALTERNATING LANES CONTROLLED BY FLAGGER.
ACCESS SHALL BE PROVIDED TO ALL PRIVATE DRIVES
DURING CONSTRUCTION.

- WORK AREA
- TRAFFIC CONES 28' MIN. (DAYTIME USE ONLY)



CONSTRUCTION PHASE II NORTH BOUND LANE CLOSURE

NOTE:
SEE TRAFFIC CONTROL DETAILS SHT. CD 102
GDOT STD. 9102 AND GDOT STD. 9100
FOR LANE CLOSURE ON TWO-LANE HIGHWAY.
ALTERNATING LANES CONTROLLED BY FLAGGER.
ACCESS SHALL BE PROVIDED TO ALL PRIVATE DRIVES
DURING CONSTRUCTION.

- WORK AREA
- TRAFFIC CONES 28' MIN. (DAYTIME USE ONLY)



REVISIONS					
Δ	DATE	BY	DESCRIPTION	Δ	DATE

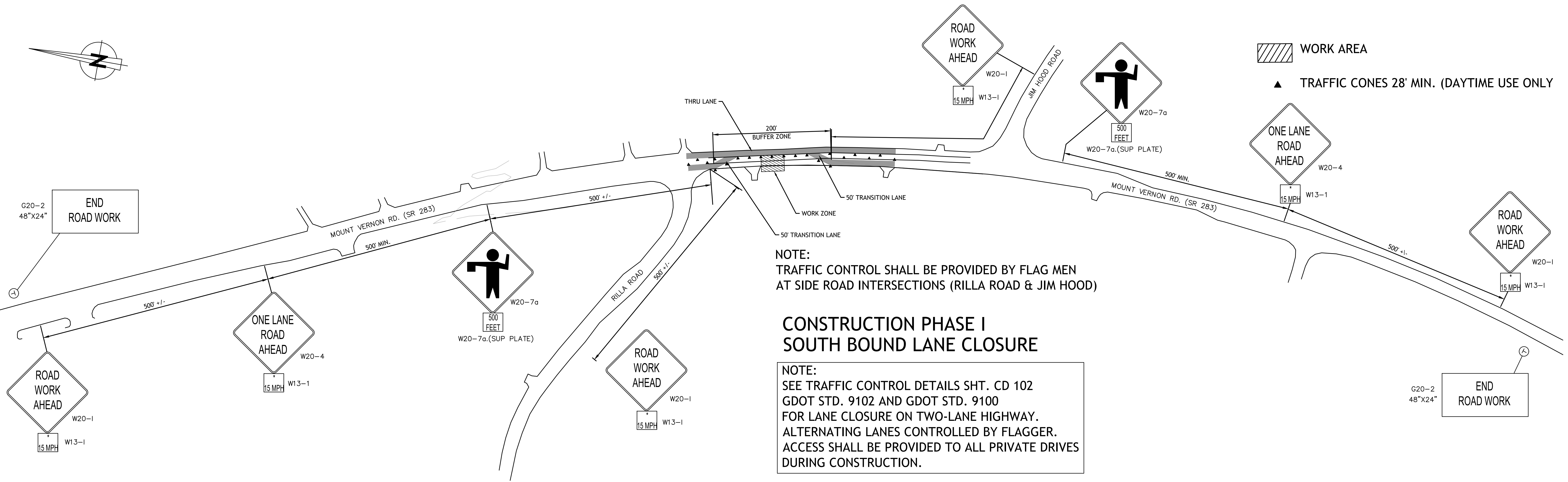
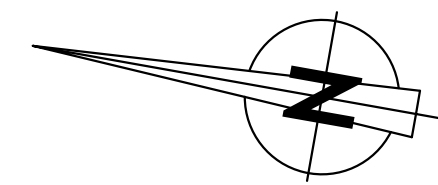


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DESIGNED BY: WS	04/21/2023	DRAWN BY: WS	04/21/2023
CHECKED BY: BS	04/21/2023	CHECKED BY: BS	04/21/2023
SUPERVISED BY:			

HALL COUNTY, GEORGIA

RILLA ROAD IMPROVEMENT
CONSTRUCTION STAGING PLAN

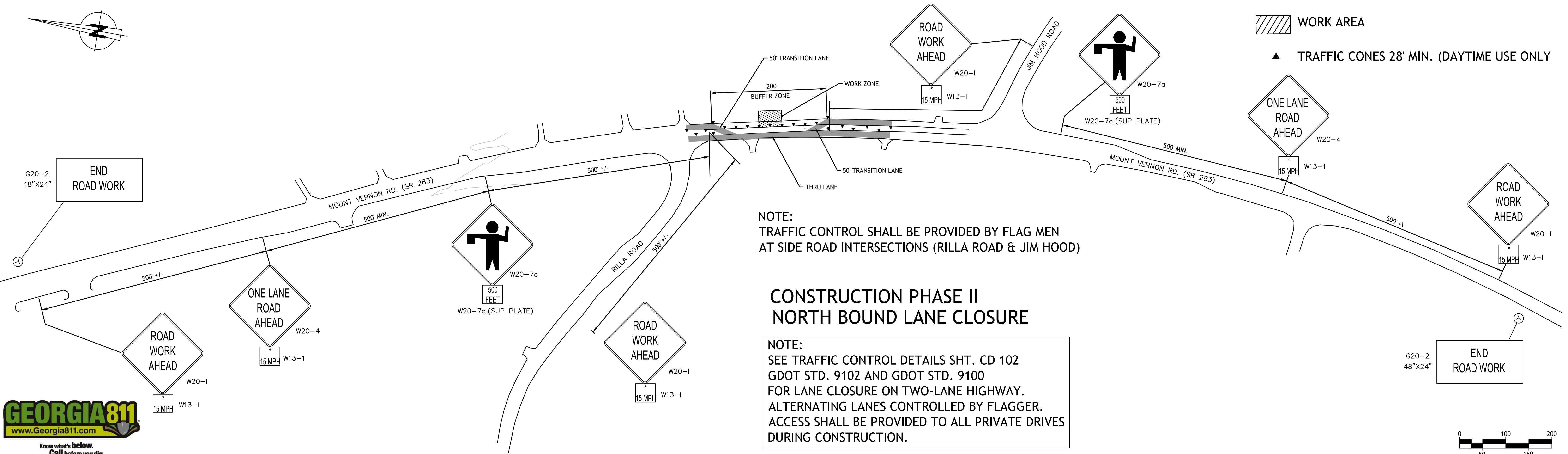
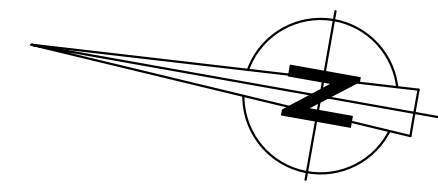
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NOTE:
TRAFFIC CONTROL SHALL BE PROVIDED BY FLAG MEN
AT SIDE ROAD INTERSECTIONS (RILLA ROAD & JIM HOOD)

CONSTRUCTION PHASE I SOUTH BOUND LANE CLOSURE

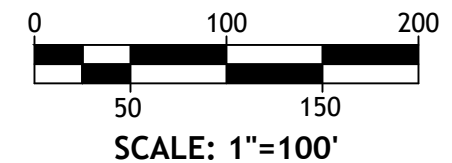
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SEE TRAFFIC CONTROL DETAILS SHT. CD 102
GDOT STD. 9102 AND GDOT STD. 9100
FOR LANE CLOSURE ON TWO-LANE HIGHWAY.
ALTERNATING LANES CONTROLLED BY FLAGGER.
ACCESS SHALL BE PROVIDED TO ALL PRIVATE DRIVES
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NOTE:
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AT SIDE ROAD INTERSECTIONS (RILLA ROAD & JIM HOOD)

CONSTRUCTION PHASE II NORTH BOUND LANE CLOSURE

NOTE:
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GDOT STD. 9102 AND GDOT STD. 9100
FOR LANE CLOSURE ON TWO-LANE HIGHWAY.
ALTERNATING LANES CONTROLLED BY FLAGGER.
ACCESS SHALL BE PROVIDED TO ALL PRIVATE DRIVES
DURING CONSTRUCTION.



REVISIONS

Δ	DATE	BY	DESCRIPTION	Δ	DATE	BY	DESCRIPTION



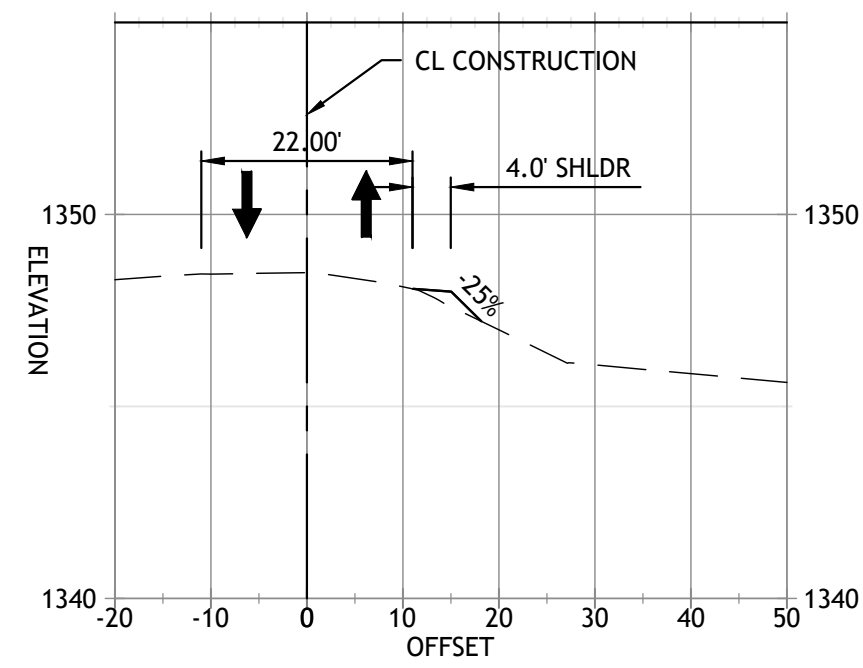
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SUPERVISED BY:			

HALL COUNTY, GEORGIA

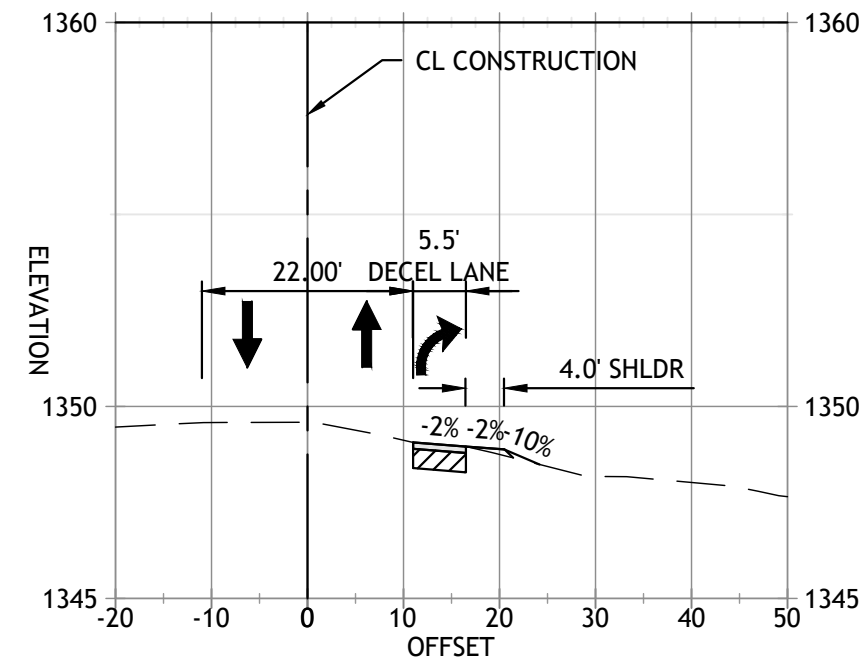
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STAGING SIGNAGE PLAN

DRAWING
NUMBER
CT102

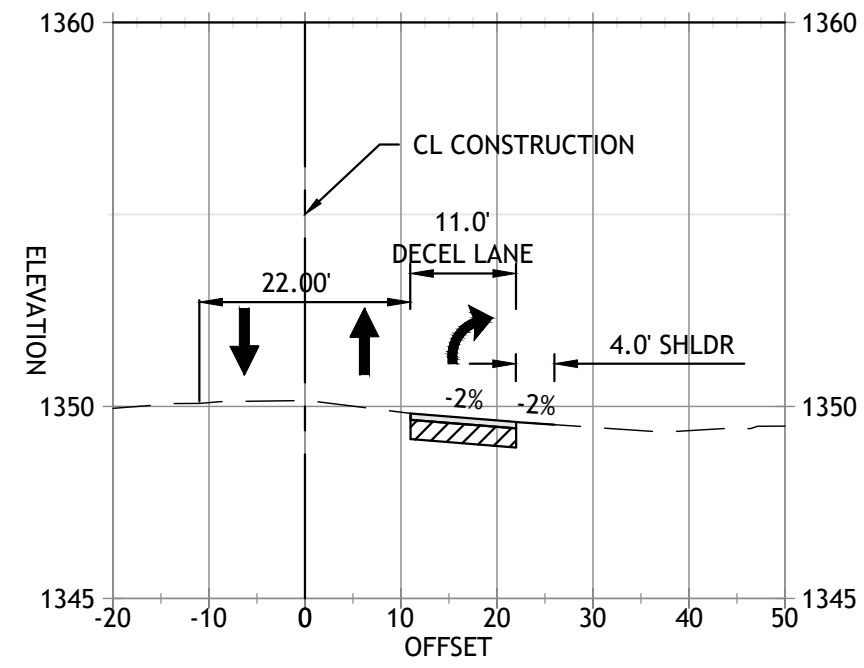
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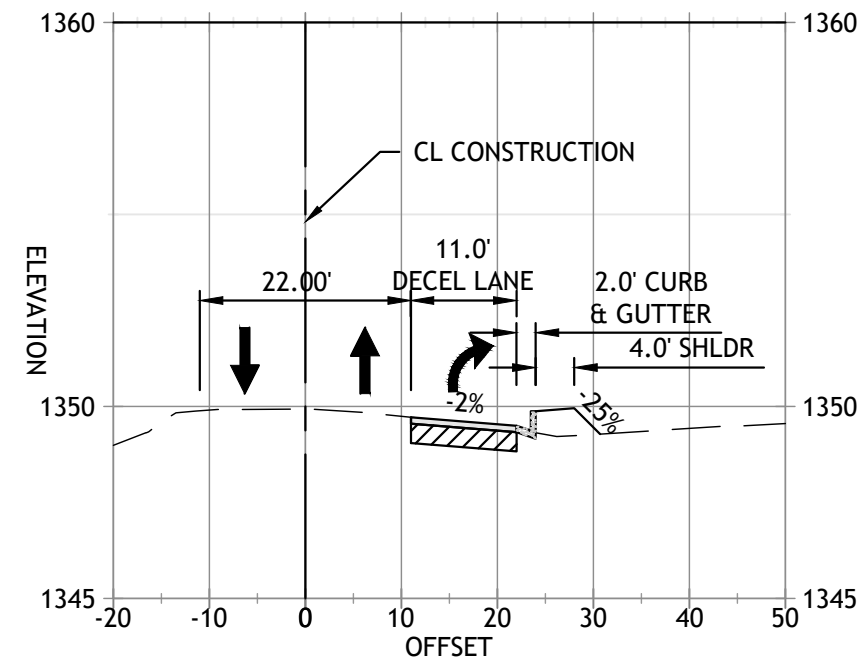
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SCALE: 1" = 20'H, 1" = 5'V



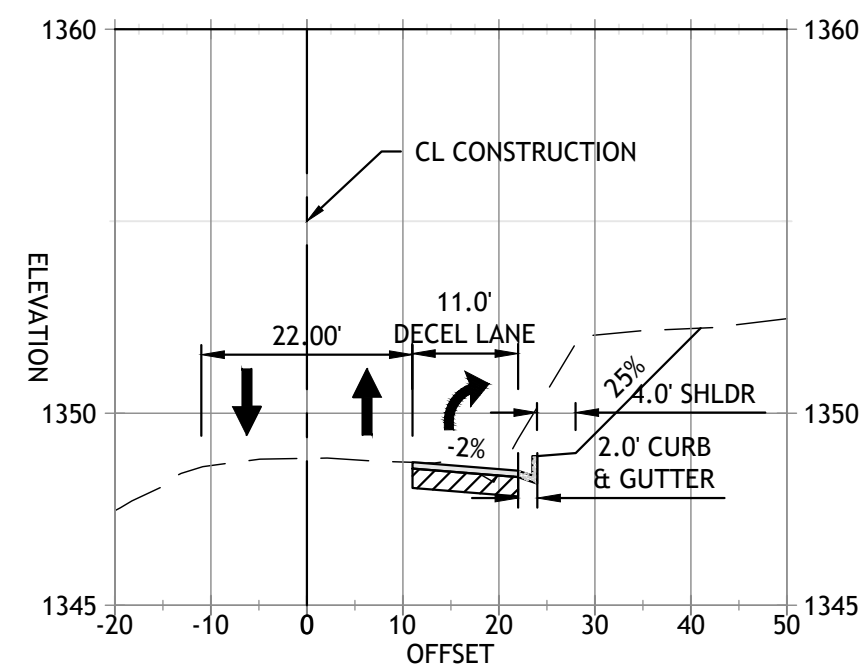
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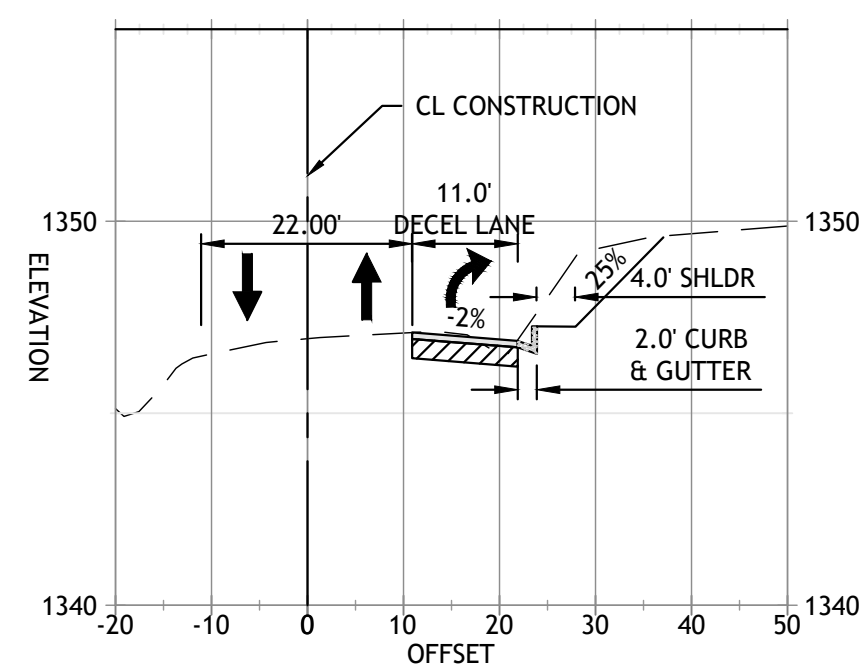
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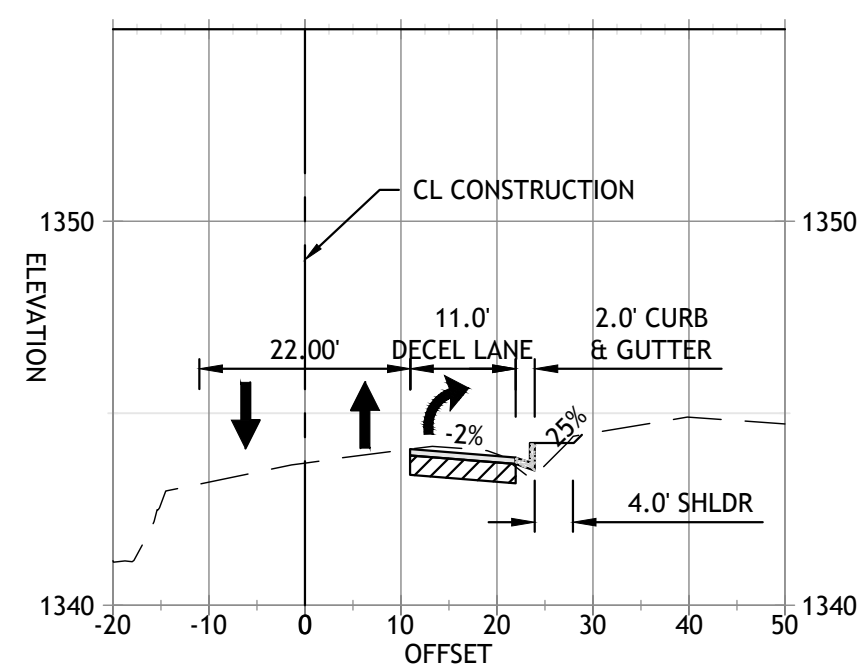
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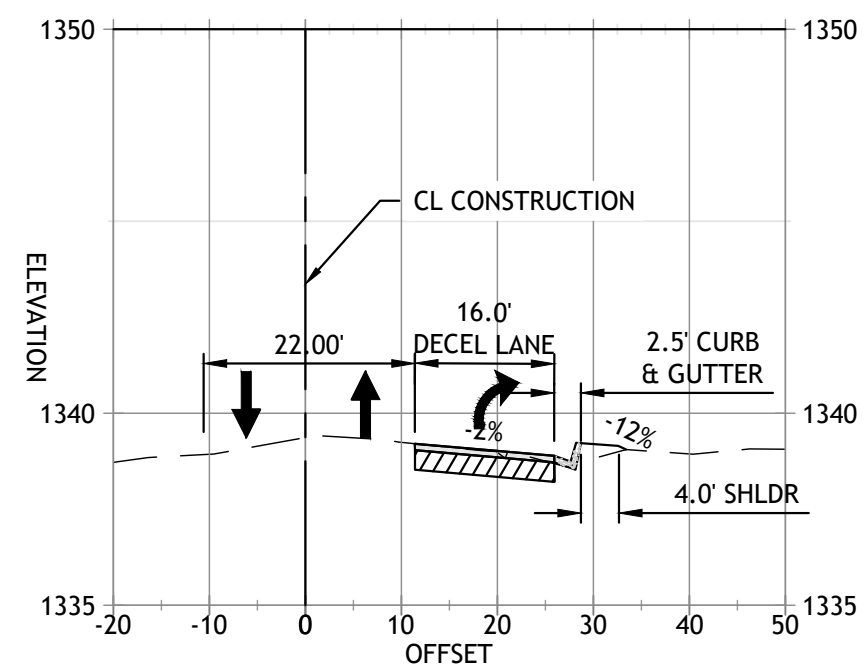
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SCALE: 1" = 20'H, 1" = 5'V



RILLA ROAD STA 2+50.00
SCALE: 1" = 20'H, 1" = 5'V



RILLA ROAD STA 3+00.00
SCALE: 1" = 20'H, 1" = 5'V



RILLA ROAD STA 3+50.00
SCALE: 1" = 20'H, 1" = 5'V

UTILITY DISCLAIMER

THE CONTRACTOR IS RESPONSIBLE FOR THE VERIFICATION OF ALL UTILITIES PRIOR TO BEGINNING CONSTRUCTION TO AVOID CONFLICTS WITH PROPOSED CONSTRUCTION. UTILITIES SHOWN ON THESE PLANS ARE BASED ON VARIOUS SOURCES AND MAY NOT BE RELIED UPON AS BEING ACCURATE OR COMPLETE. THE CONTRACTOR IS RESPONSIBLE FOR CALLING THE UTILITIES PROTECTION CENTER, INC. AT 811 (1-800-282-7411) AT LEAST 48 HOURS PRIOR TO EXCAVATING ACTIVITIES TO HAVE ALL UTILITIES MARKED WITHIN AND ADJACENT TO THE WORK AREA. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL UTILITIES THAT ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.



REVISIONS

Δ	DATE	BY	DESCRIPTION	Δ	DATE	BY	DESCRIPTION



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CHECKED BY: BS	04/21/2023	CHECKED BY: BS	04/21/2023
SUPERVISED BY:			

HALL COUNTY, GEORGIA

RILLA ROAD IMPROVEMENT
ROAD SECTIONS

DRAWING
NUMBER

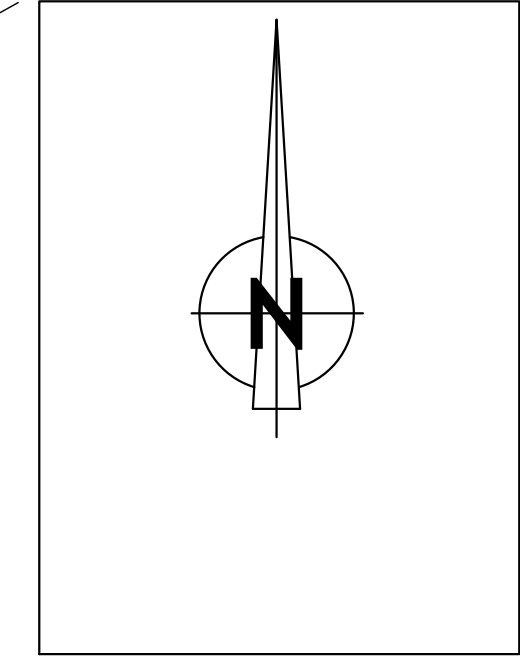
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4/21/2023 12:09 PM

N/F
HALL COUNTY BOARD OF EDUCATION
LOCATION ADDRESS:
4885 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
711 GREEN STREET
GAINESVILLE, GA 30501
TAX PARCEL # 11016 000017
PB 18 PG 82

N/F
ROBERT GRANT UNDERWOOD
LOCATION ADDRESS:
4810 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
4810 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
TAX PARCEL # 11016 000015
DB 8324, PG 126



N/F
JAMES L. UNDERWOOD
LOCATION ADDRESS:
4704 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
4730 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
TAX PARCEL # 11016 000015
DB 3460, PG 672

N/F
TIFFANY NICOLE MORRISON
LOCATION ADDRESS:
4831 RILLA ROAD
GAINESVILLE, GA 30506
MAILING ADDRESS:
4831 RILLA ROAD
GAINESVILLE, GA 30506
TAX PARCEL # 11016 000035
DB 8837 PG 633

CITY OF GAINESVILLE PUMP
STA#203
CONTACT CITY OF
GAINESVILLE PUD @
770-535-0134
BOOSTER PUMP
BUILDING

BOOSTER PUMP
EASEMENT
DB 2578 PG 165

N/F
JOSEPH R. BRICE
LOCATION ADDRESS:
4725 MOUNT VERNON ROAD
GAINESVILLE, GA 30506
MAILING ADDRESS:
4725 MOUNT VERNON ROAD
GAINESVILLE, GA 30506
TAX PARCEL # 11016 000036
DB 6906 PG 181

N/F
JAMES L. UNDERWOOD
LOCATION ADDRESS:
4704 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
4730 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
TAX PARCEL # 11016 000016
DB 3460, PG 672

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REVISIONS					
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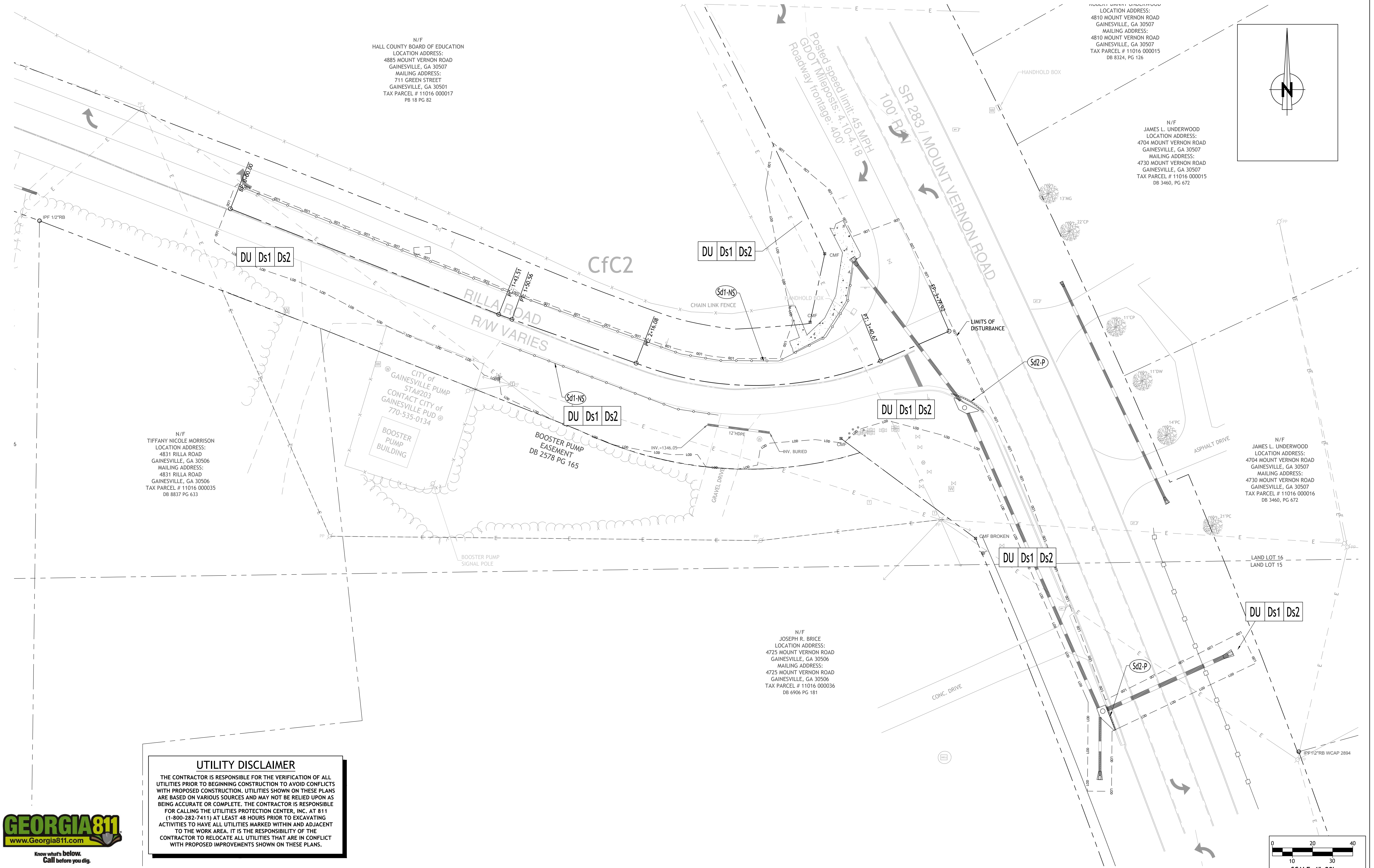
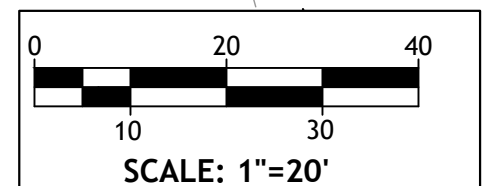


NAME	DATE	NAME	DATE
DESIGNED BY: WS	04/21/2023	DRAWN BY: WS	04/21/2023
CHECKED BY: BS	04/21/2023	CHECKED BY: BS	04/21/2023
SUPERVISED BY:			

HALL COUNTY, GEORGIA

RILLA ROAD IMPROVEMENT
EROSION CONTROL PLAN-INITIAL

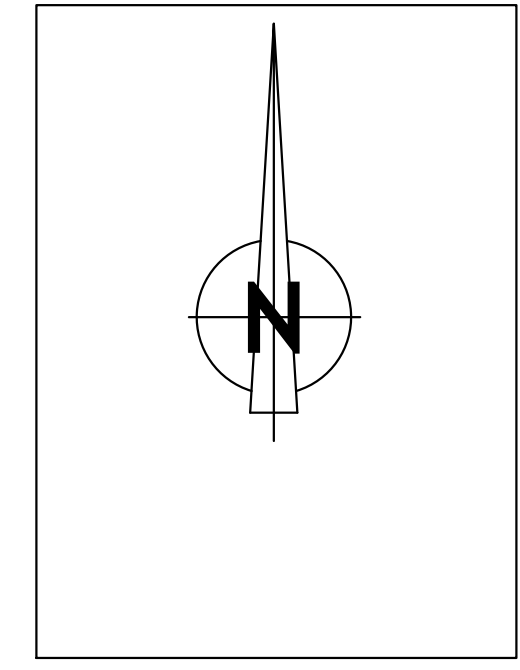
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N/F
HALL COUNTY BOARD OF EDUCATION
LOCATION ADDRESS:
4885 MOUNT VERNON ROAD
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MAILING ADDRESS:
711 GREEN STREET
GAINESVILLE, GA 30501
TAX PARCEL # 11016 000017
PB 18 PG 82

MAILING ADDRESS:
4810 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
TAX PARCEL # 11016 000015
DB 8324, PG 126

N/F
JAMES L. UNDERWOOD
LOCATION ADDRESS:
4704 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
4730 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
TAX PARCEL # 11016 000015
DB 3460, PG 672



N/F
TIFFANY NICOLE MORRISON
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GAINESVILLE, GA 30506
MAILING ADDRESS:
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GAINESVILLE, GA 30506
TAX PARCEL # 11016 000035
DB 8837 PG 633

N/F
JAMES L. UNDERWOOD
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4704 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
MAILING ADDRESS:
4730 MOUNT VERNON ROAD
GAINESVILLE, GA 30507
TAX PARCEL # 11016 000016
DB 3460, PG 672

N/F
JOSEPH R. BRICE
LOCATION ADDRESS:
4725 MOUNT VERNON ROAD
GAINESVILLE, GA 30506
MAILING ADDRESS:
4725 MOUNT VERNON ROAD
GAINESVILLE, GA 30506
TAX PARCEL # 11016 000036
DB 6906 PG 181

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REVISIONS			
Δ	DATE	BY	DESCRIPTION

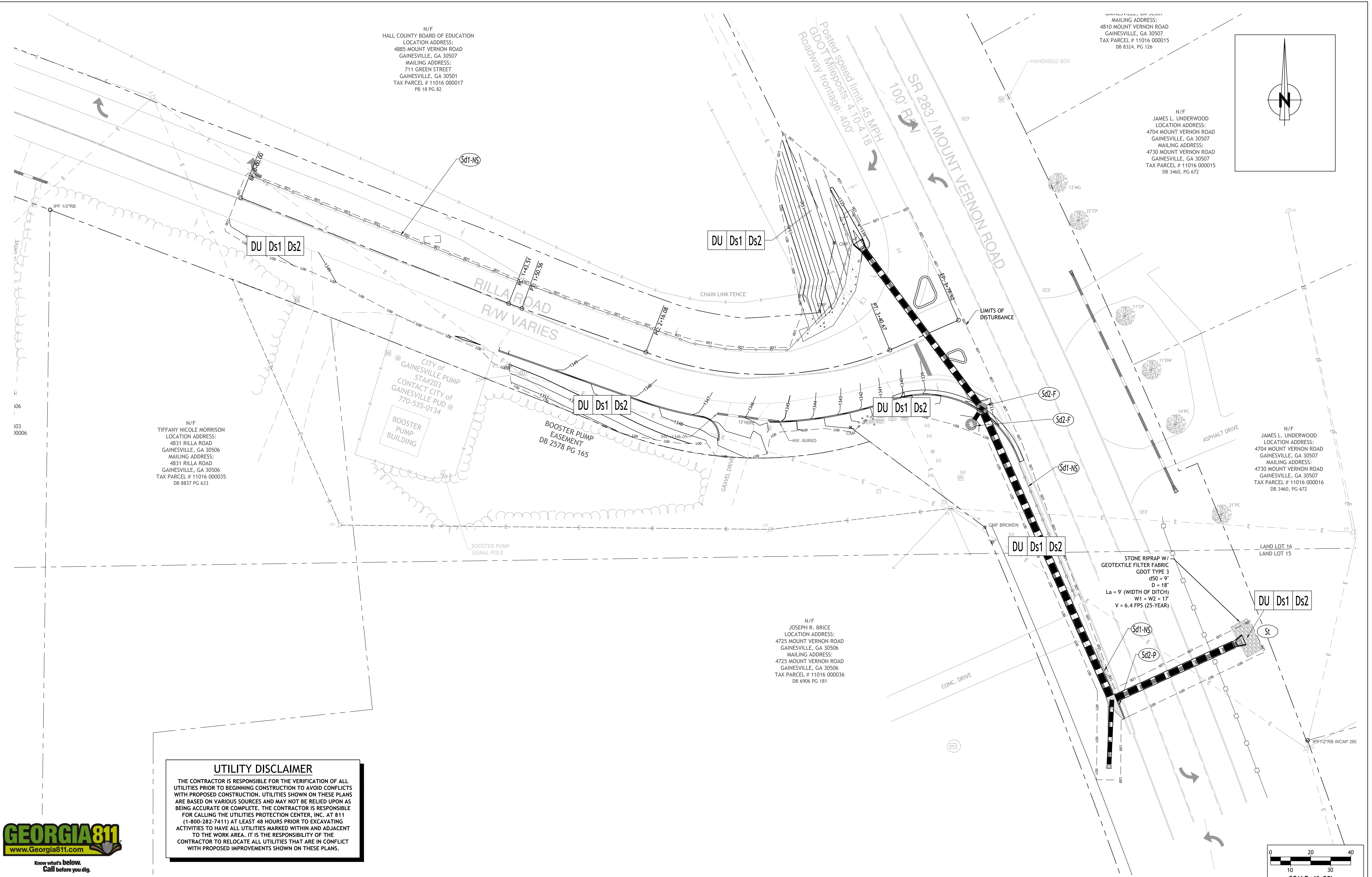
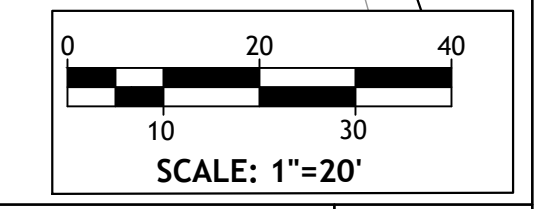


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CHECKED BY: BS	04/21/2023	CHECKED BY: BS	04/21/2023
SUPERVISED BY:			

HALL COUNTY, GEORGIA

RILLA ROAD IMPROVEMENT
EROSION CONTROL PLAN-INTERMEDIATE

DRAWING NUMBER
CE102



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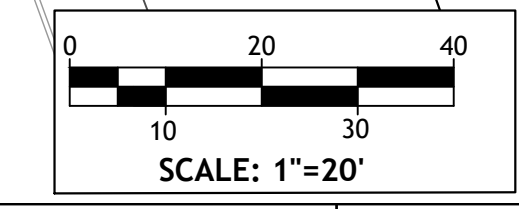
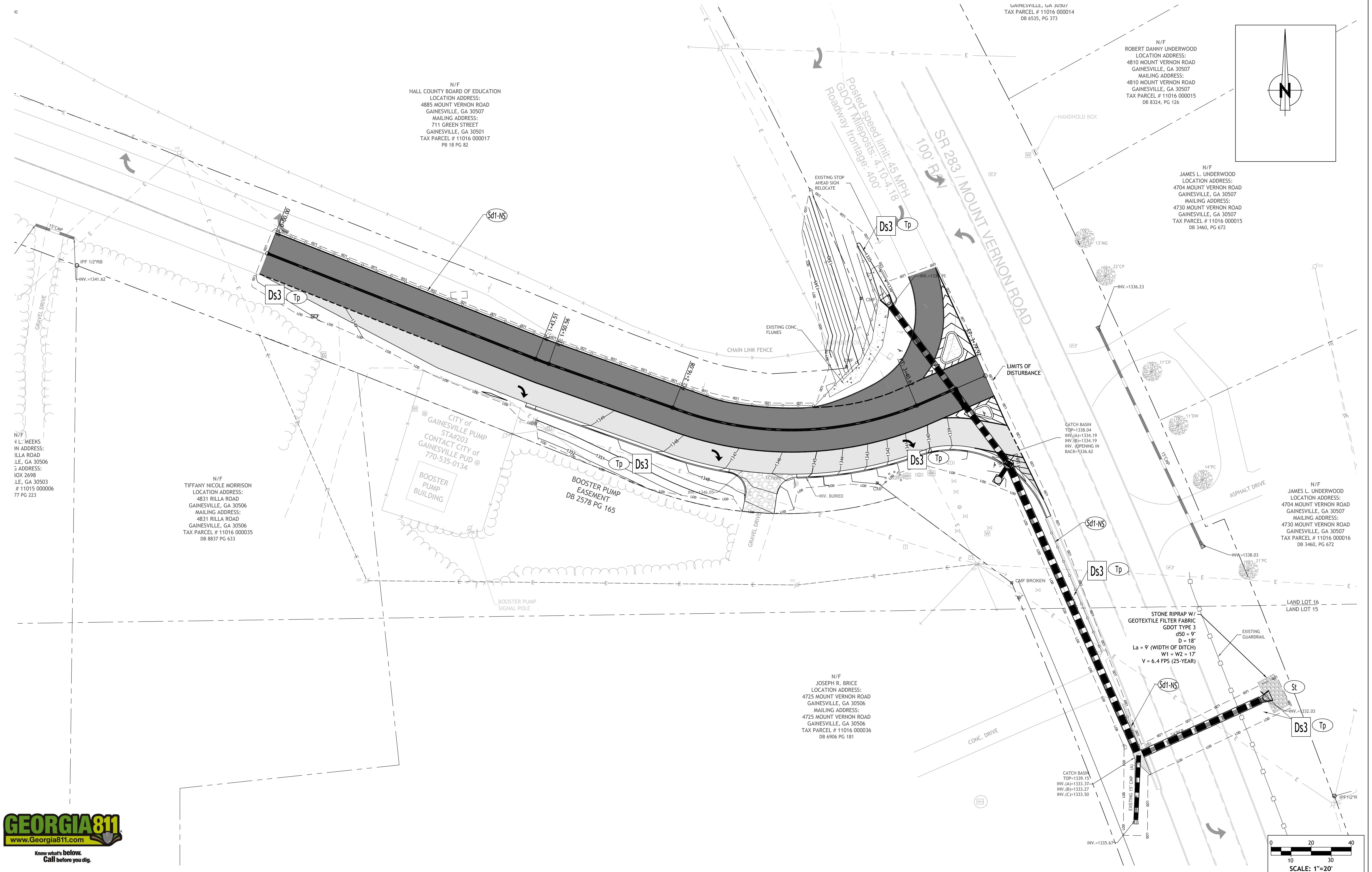


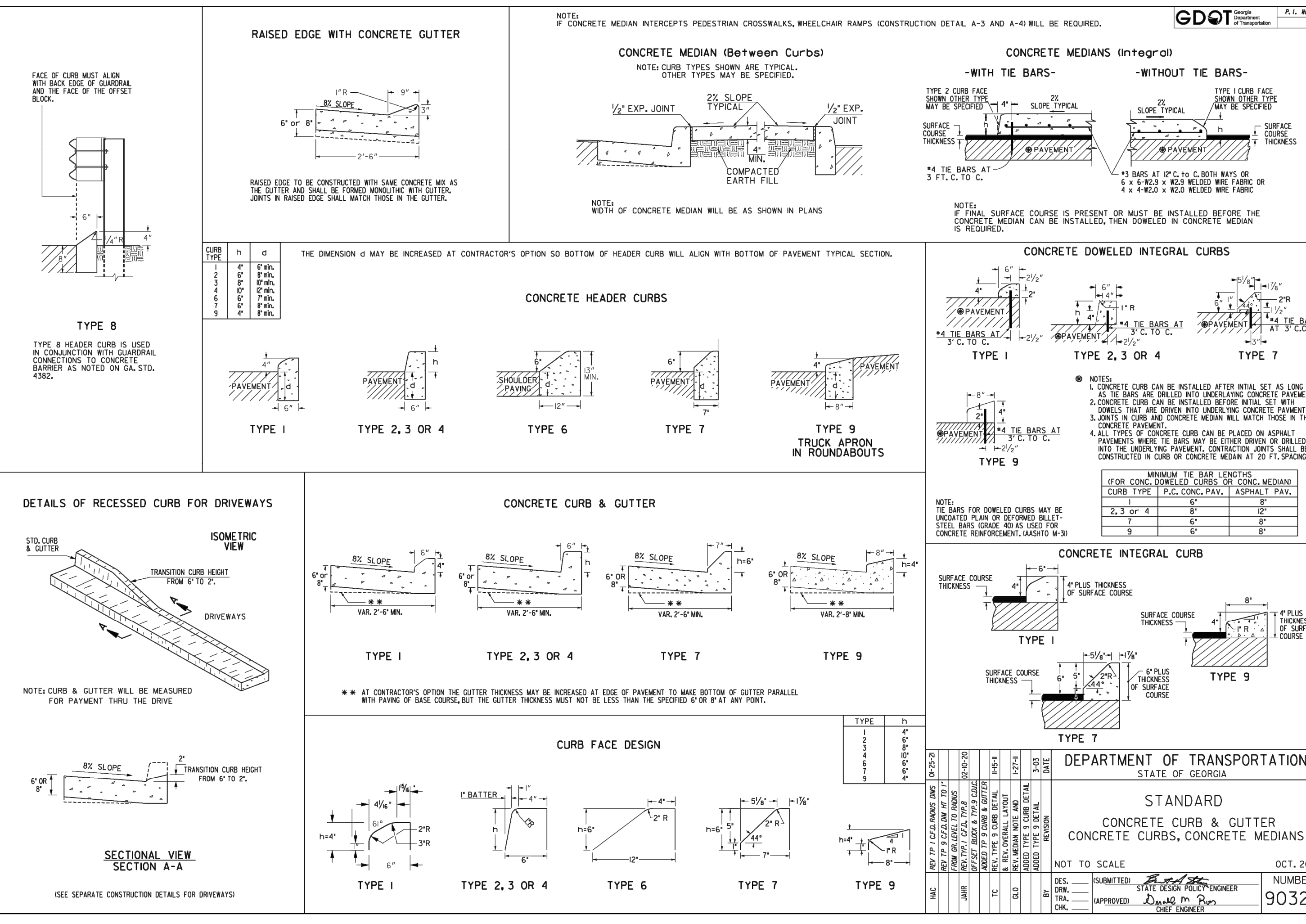
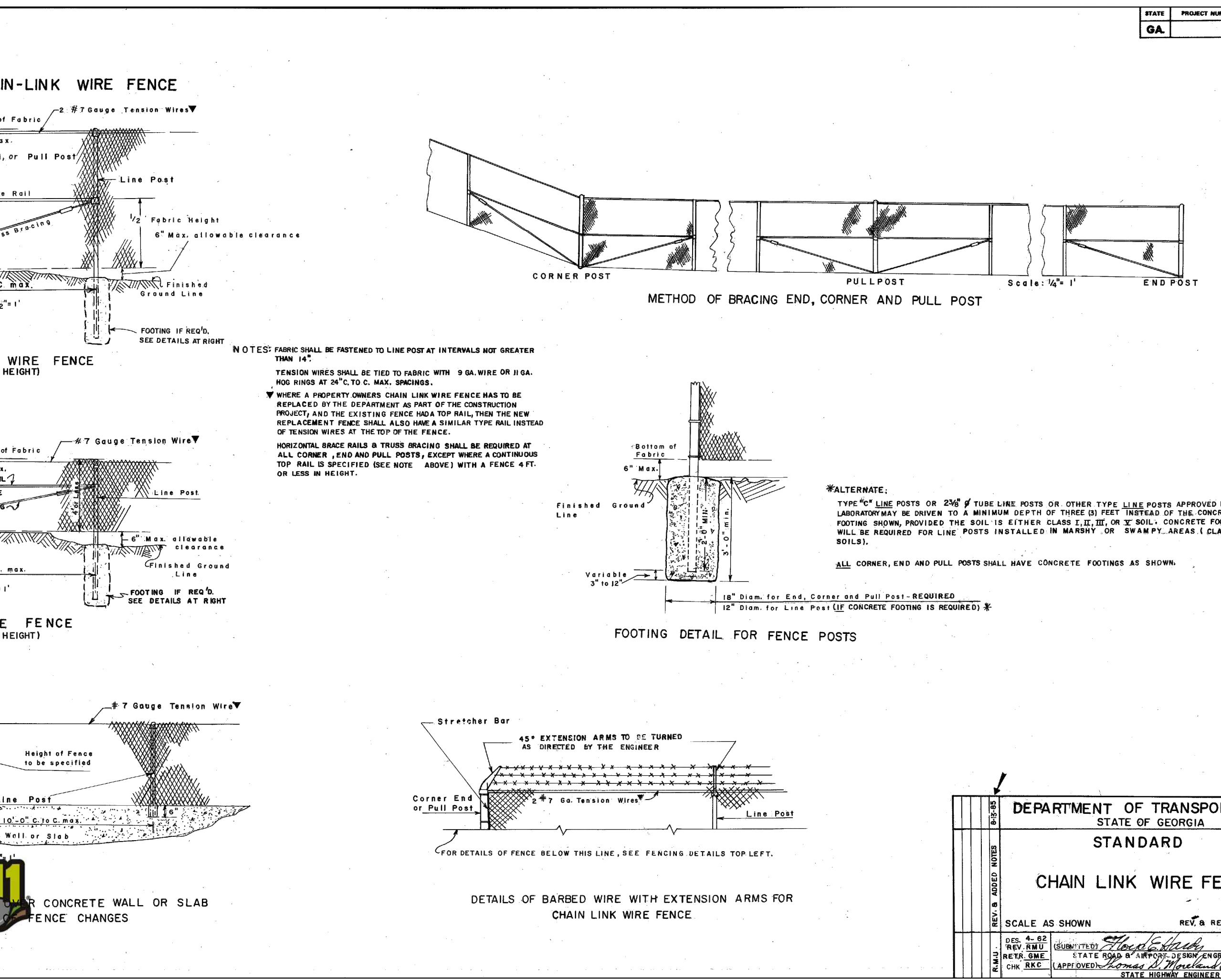
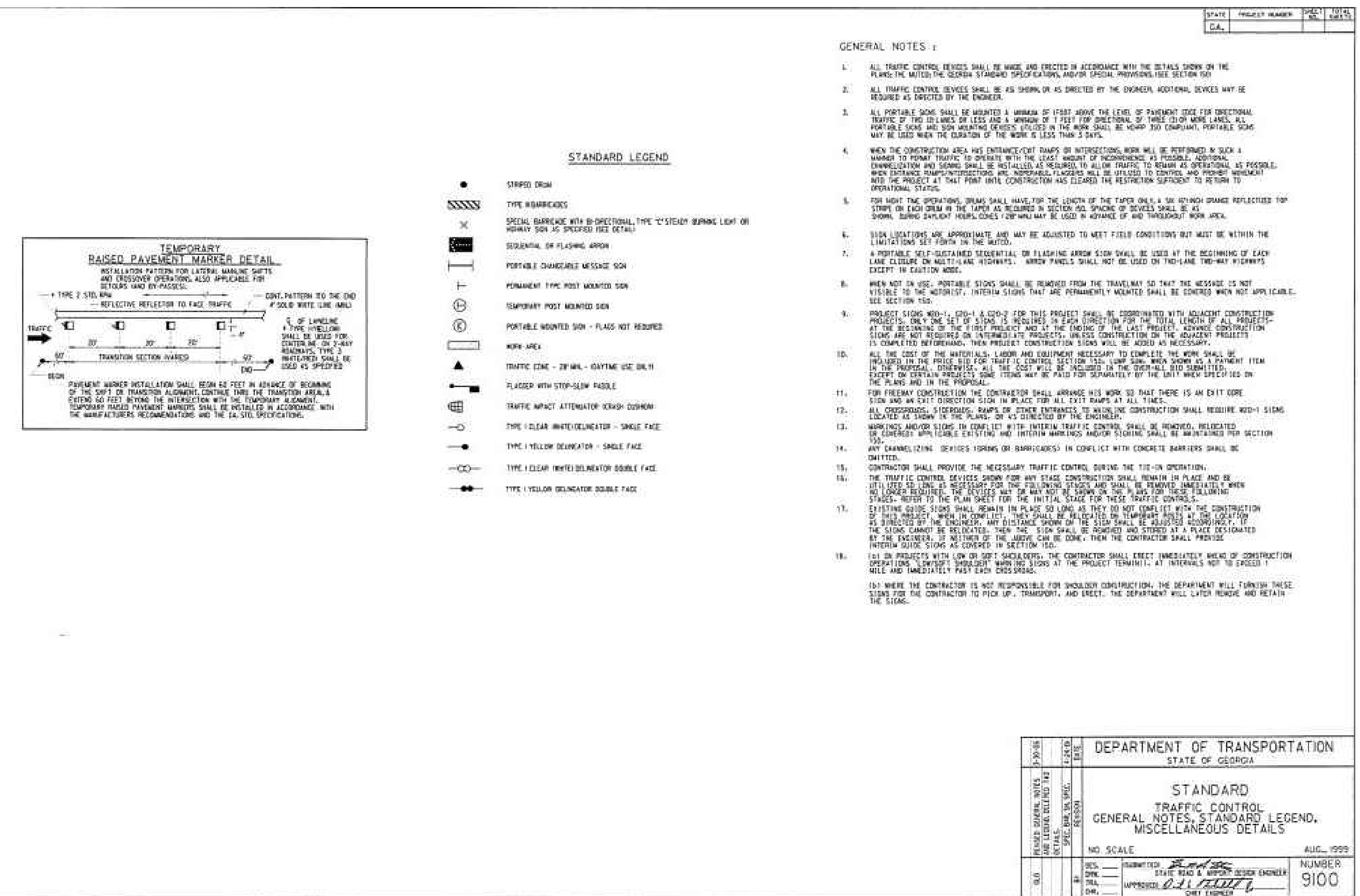
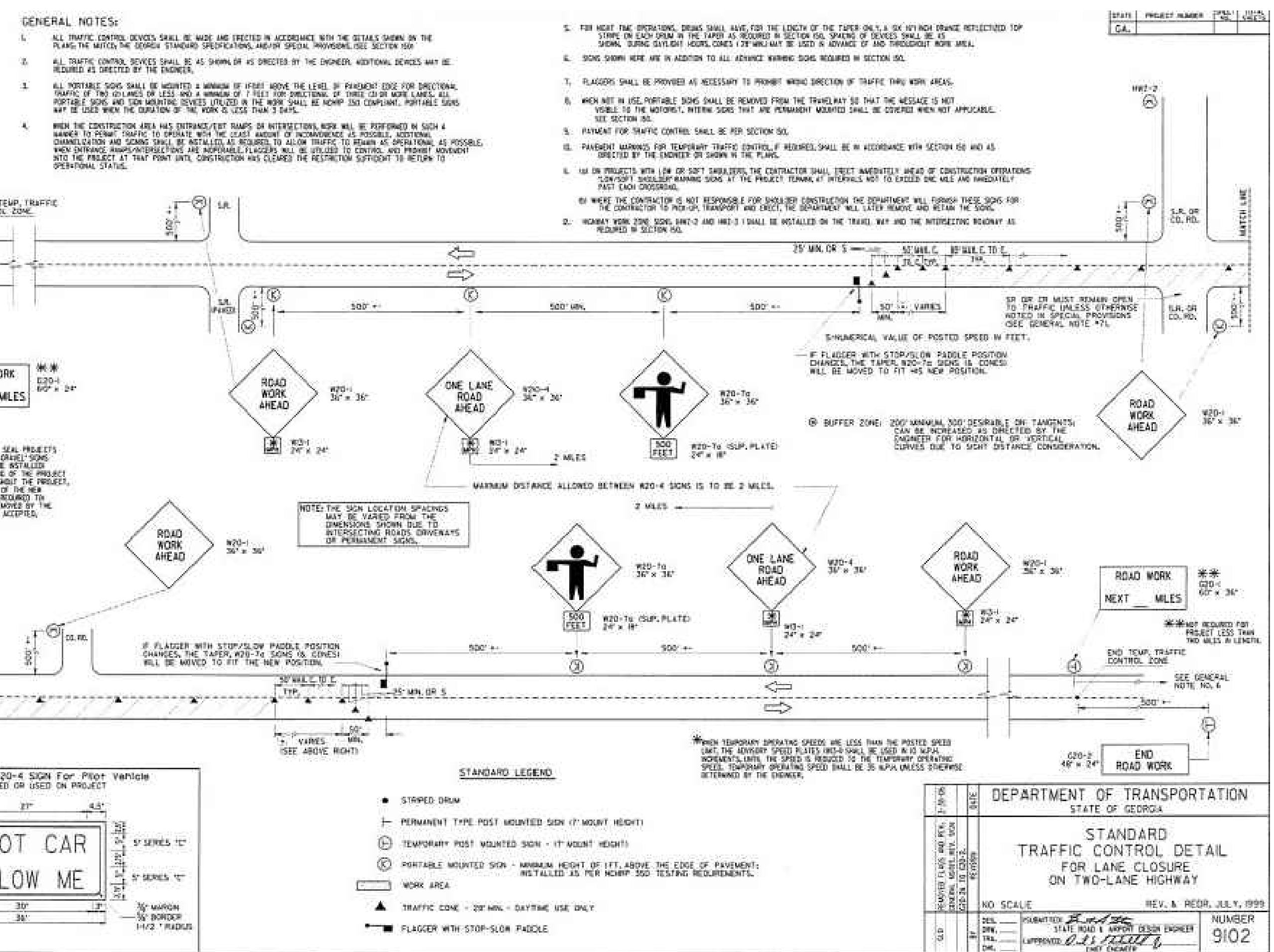
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CHECKED BY: BS	04/21/2023	CHECKED BY: BS	04/21/2023
SUPERVISED BY:			

HALL COUNTY, GEORGIA

RILLA ROAD IMPROVEMENT
EROSION CONTROL PLAN-FINAL

DRAWING NUMBER
CE103





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REVISIONS

NO.	DATE	BY	DESCRIPTION

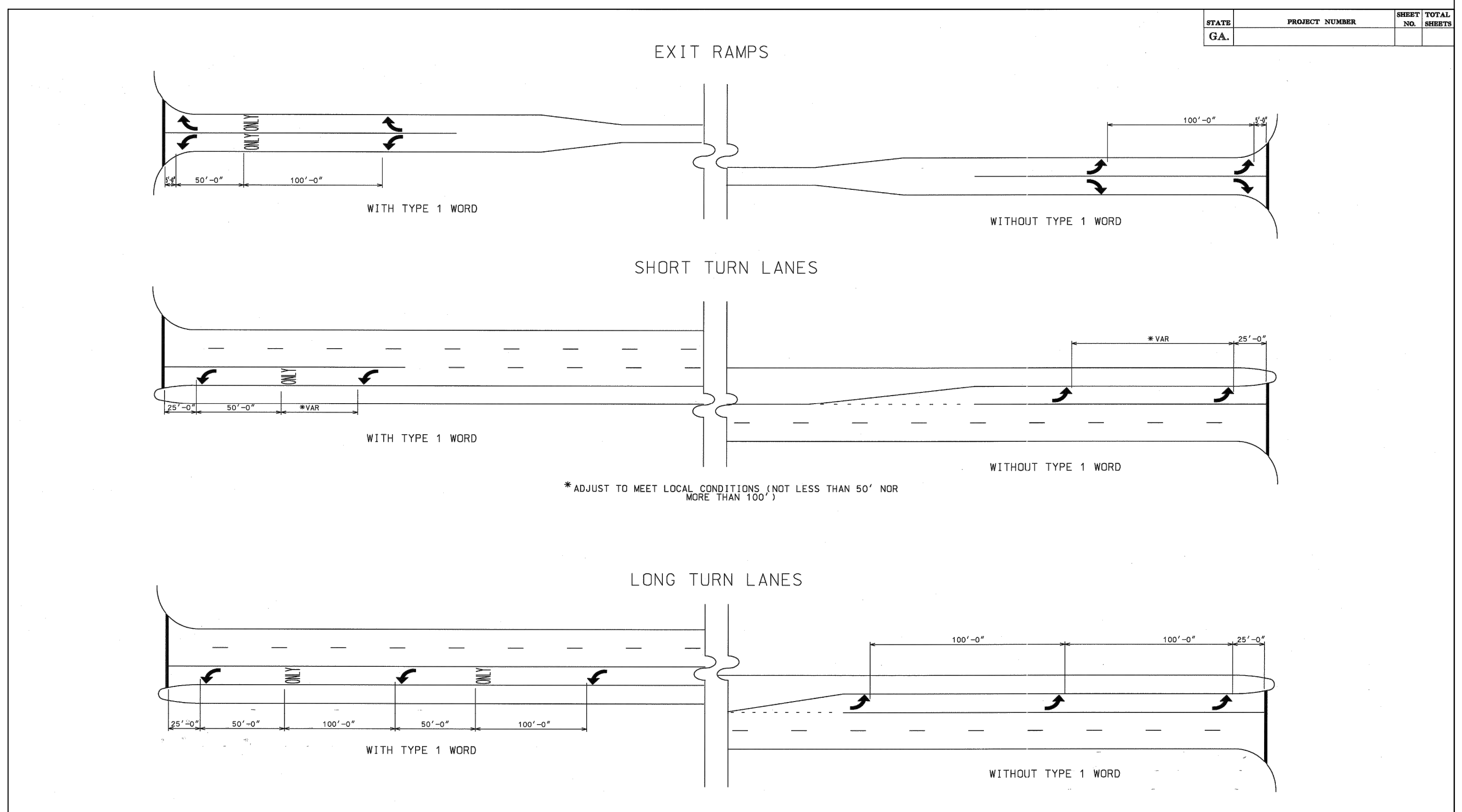


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DESIGNED BY WS	04/21/2023	DRAWN BY WS	04/21/2023
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SUPERVISED BY			

HALL COUNTY, GEORGIA

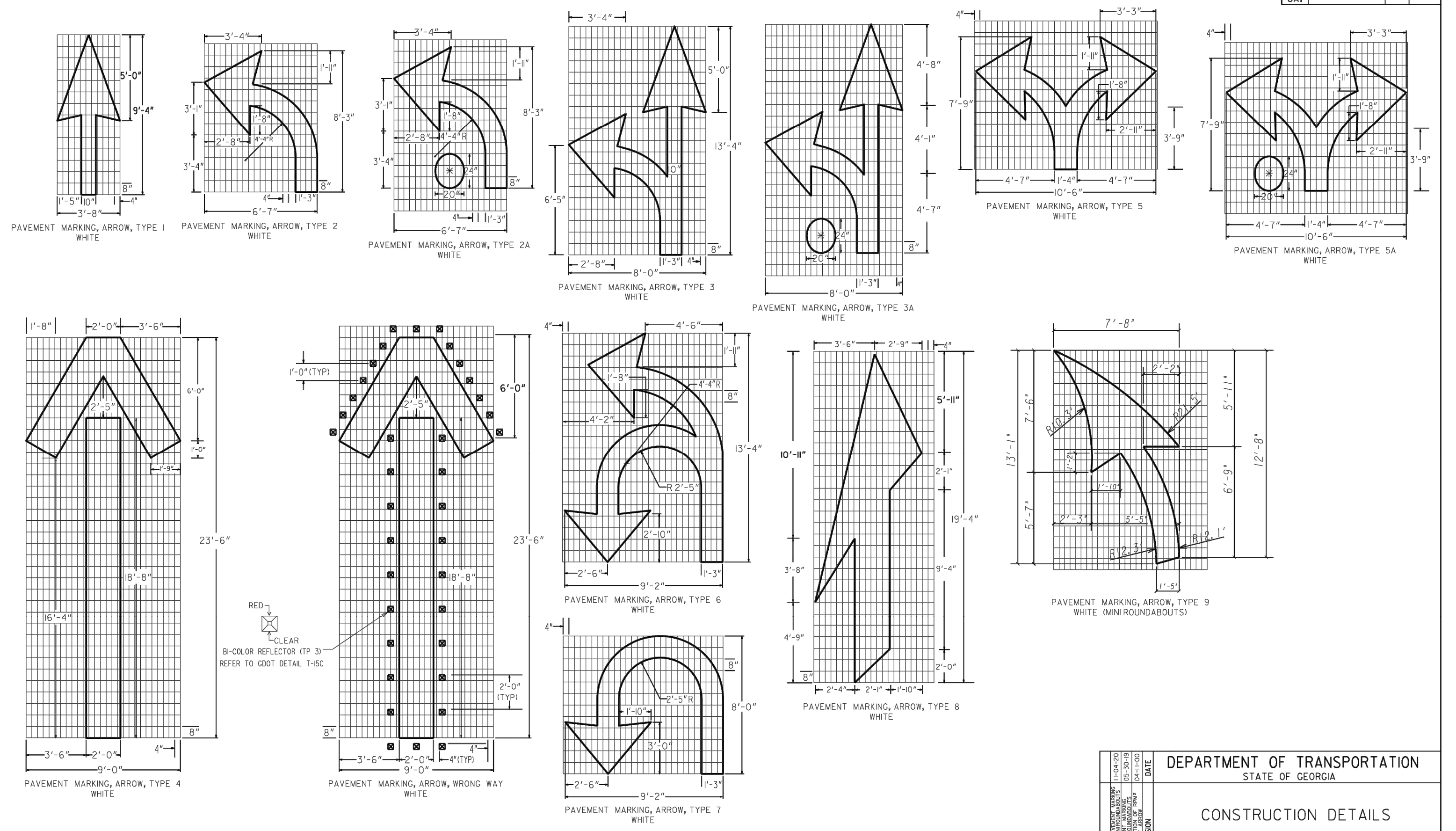
RILLA ROAD IMPROVEMENT
DETAILS-SITE

DRAWING NUMBER
C5502



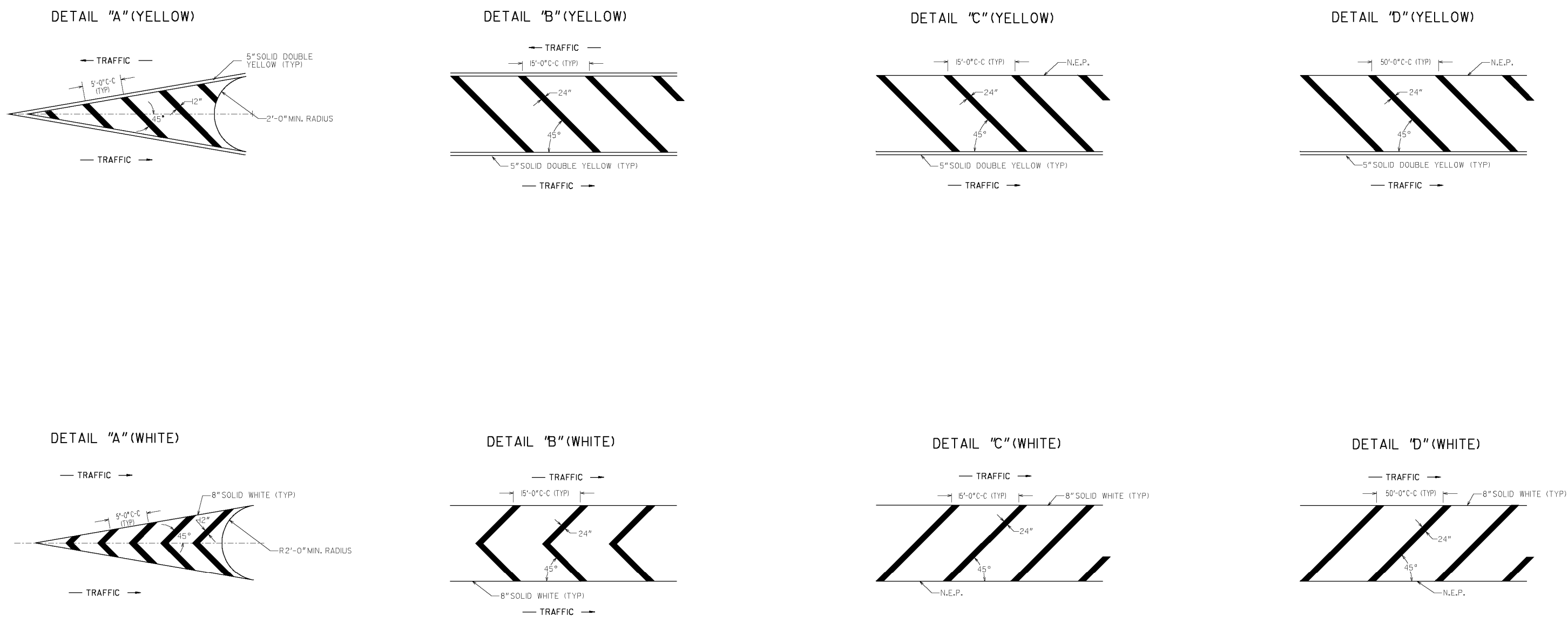
- GENERAL NOTES:**
- SPACING OF TYPE 2 ARROW IS REPRESENTATIVE OF SPACING FOR TYPE 1, TYPE 3, TYPE 4, & TYPE 5 ARROWS.
 - ALL TURNING LANES SHALL HAVE A MINIMUM OF 2 ARROWS.
 - GROUND MOUNTED OR OVERHEAD SIGNING SHALL BE SUPPLEMENTED BY TYPE 1 WORD.

DATE	REVISIONS	GEORGIA DEPARTMENT OF TRANSPORTATION OFFICE OF TRAFFIC SAFETY & DESIGN
		DETAILS OF PAVEMENT MARKING ARROW LOCATION
		NO SCALE JANUARY 2000



NOTES:
1. PAVEMENT MARKING ARROWS WITH A DOT (2A, 3A, 5A) SHALL BE USED ALONG MULTI-LANE ROUNDABOUT APPROACHES ALONG THE INSIDE LANE ONLY.

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA	
CONSTRUCTION DETAILS PAVEMENT MARKINGS - ARROWS	
NO SCALE	APRIL 2000
DESIGNED BY	DRAWN BY
CHECKED BY	CHECKED BY
DATE	NUMBER
	T-12B



- GENERAL NOTES:**
- FOR YELLOW STRIPING, THE SQUARE YARDS SHOWN ON PLAN, SUMMARY AND DETAILED ESTIMATE SHEETS INCLUDE THE AREA WITHIN THE BORDERS AND THE 5" SOLID DOUBLE YELLOW BORDER.
 - FOR WHITE STRIPING, THE SQUARE YARDS SHOWN ON PLAN, SUMMARY AND DETAILED ESTIMATE SHEETS INCLUDES THE AREA WITHIN THE BORDERS AS WELL AS THE 8" SOLID WHITE BORDER.



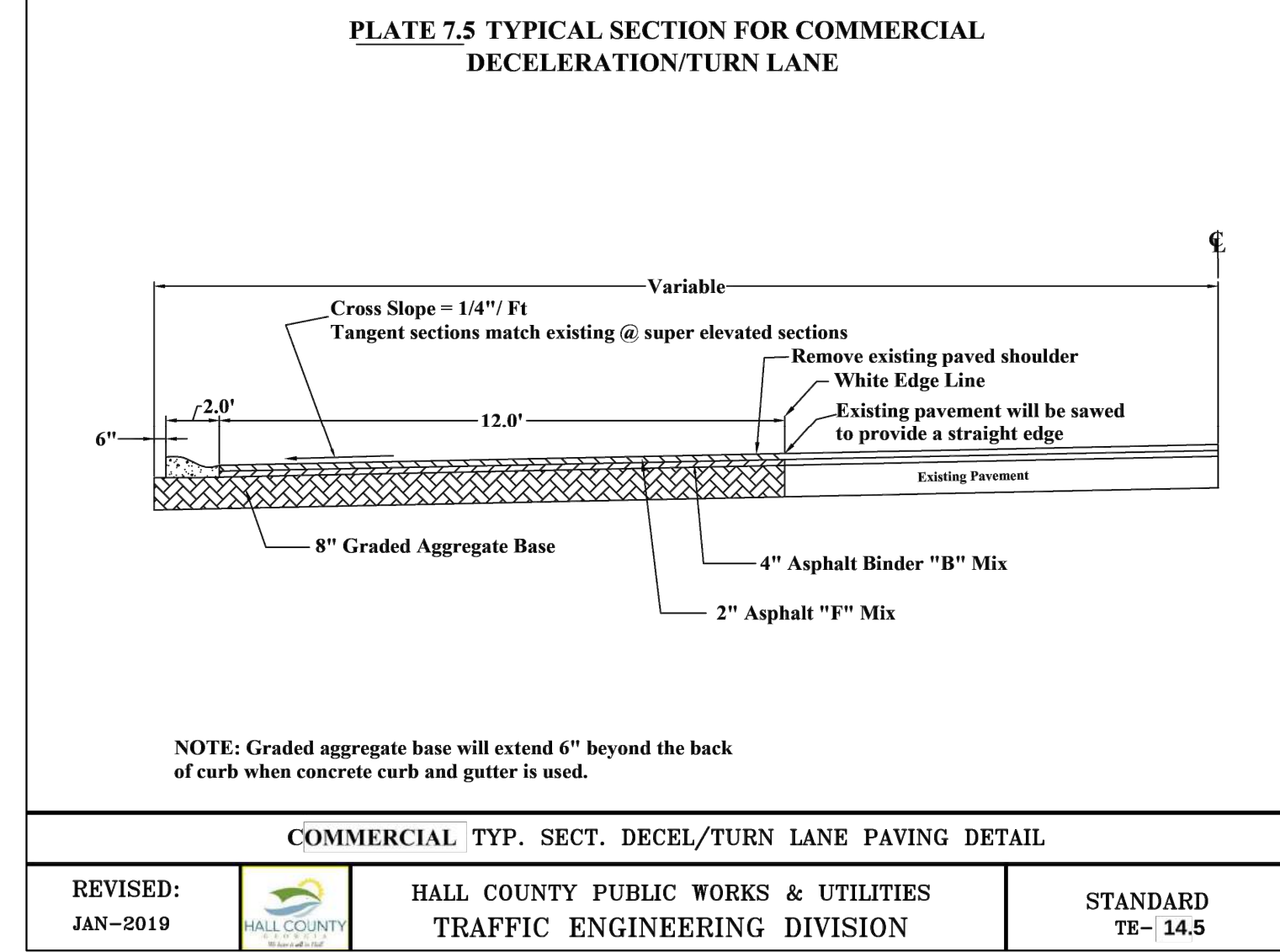
GEORGIA DEPARTMENT OF TRANSPORTATION

DATE	REVISIONS	STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION
6/25/04	modified general note 1	OFFICE: TRAFFIC OPERATIONS
1/18/05	CHANGED BORDER	SIGNING AND MARKING PLANS
11/21/08	modified general note 1	

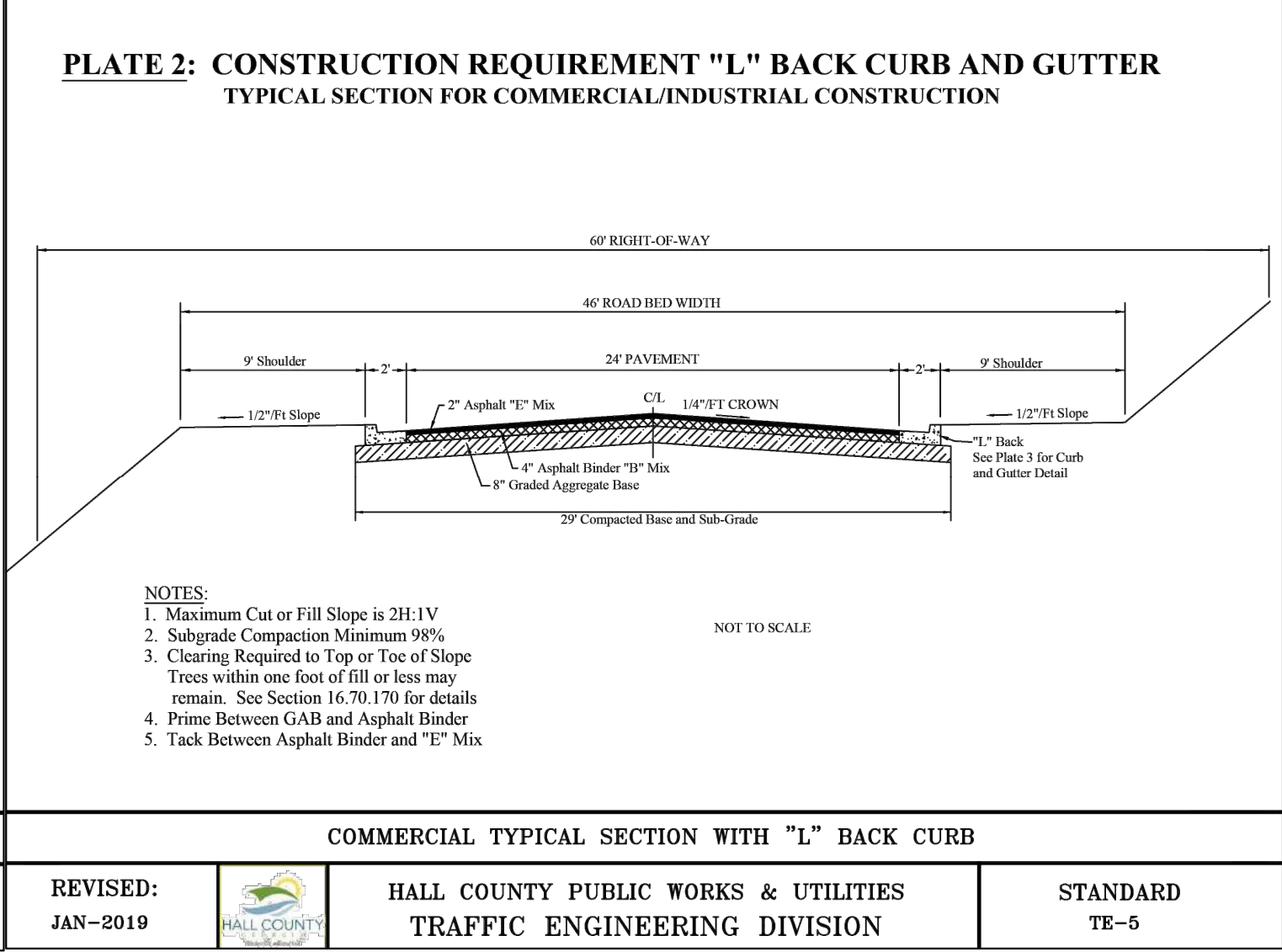
DETAIL OF PAVEMENT MARKING HATCHING
NO SCALE
JANUARY 2000



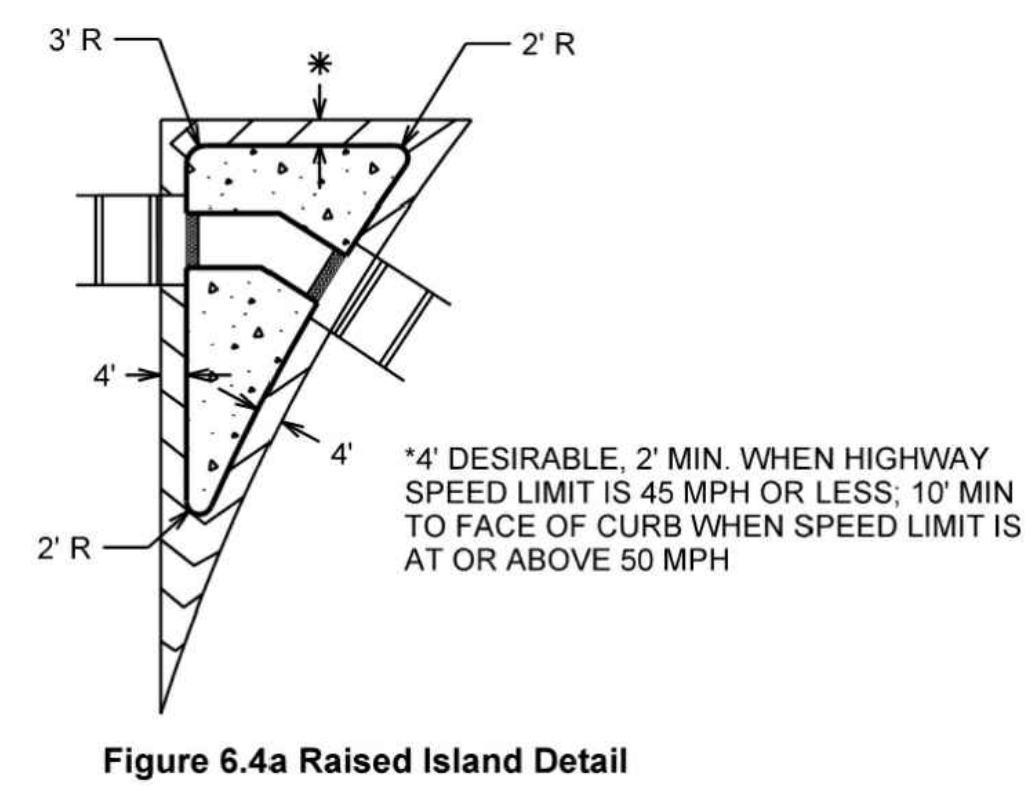
NAME	DATE	NAME	DATE
DESIGNED BY	WS 04/21/2023	DRAWN BY	WS 04/21/2023
CHECKED BY	BS 04/21/2023	CHECKED BY	BS 04/21/2023
SUPERVISED BY			



REVISED: JAN-2019	HALL COUNTY	HALL COUNTY PUBLIC WORKS & UTILITIES TRAFFIC ENGINEERING DIVISION	STANDARD TE-14.5
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REVISED: JAN-2019	HALL COUNTY	HALL COUNTY PUBLIC WORKS & UTILITIES TRAFFIC ENGINEERING DIVISION	STANDARD TE-5
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HALL COUNTY, GEORGIA

RILLA ROAD IMPROVEMENT
DETAILS-SITE

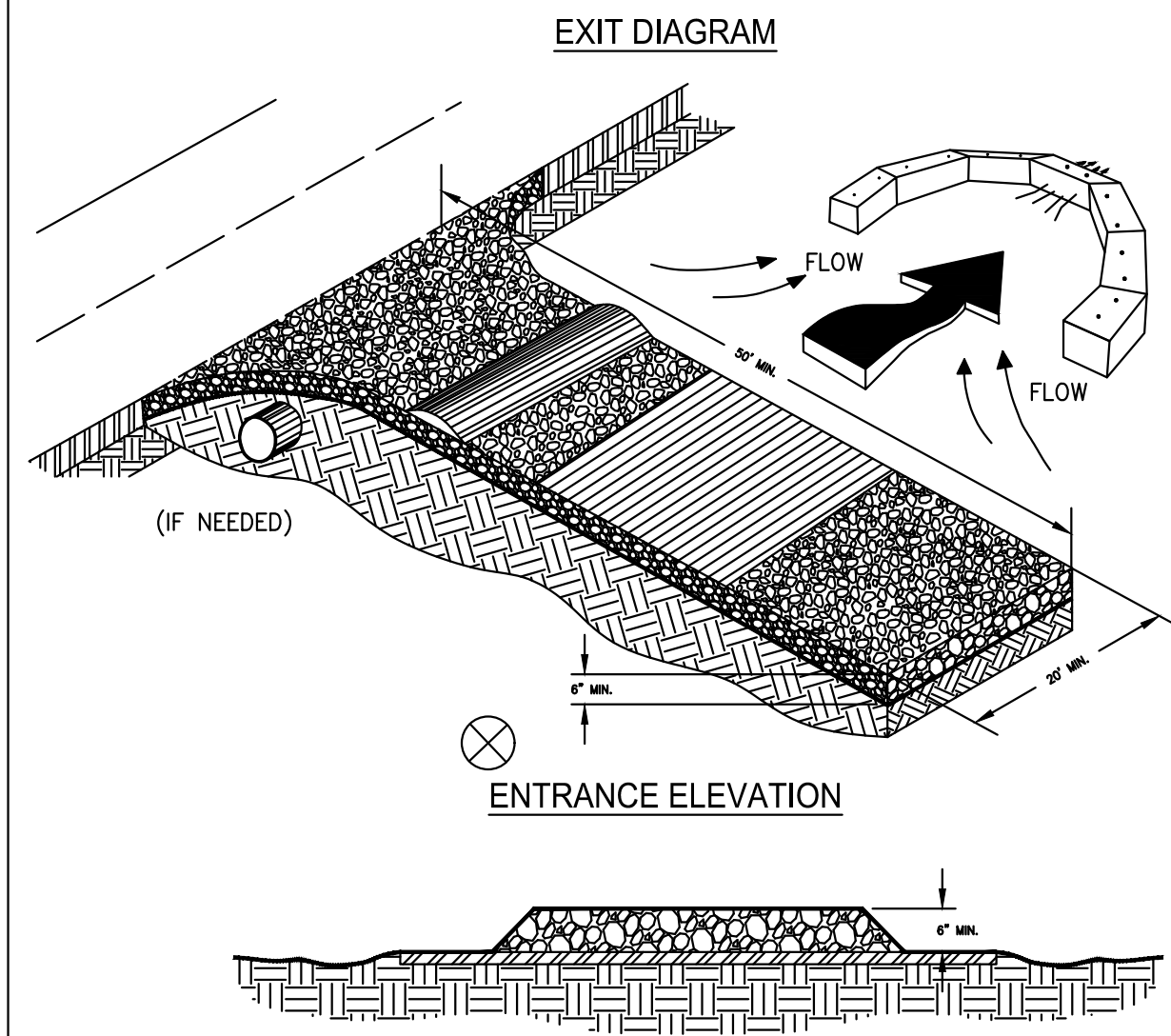
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REVISIONS		
DATE	BY	DESCRIPTION

CRUSHED STONE CONSTRUCTION EXIT

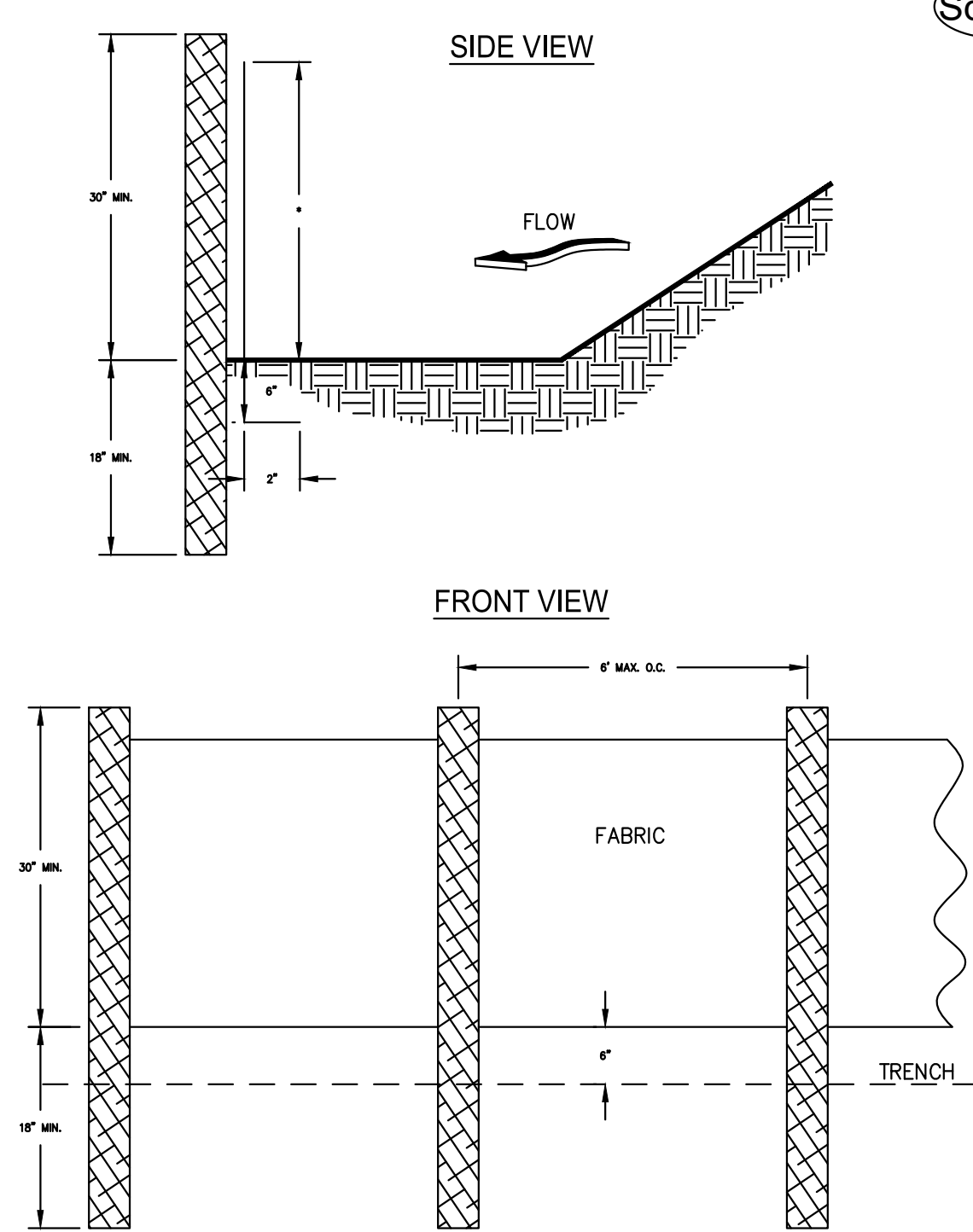
Co



- NOTES:**
1. AVOID LOCATING ON STEEP SLOPES OR AT CURVES ON PUBLIC ROADS.
 2. REMOVE ALL VEGETATION AND OTHER UNSUITABLE MATERIAL FROM THE FOUNDATION AREA, GRADE, AND CROWN FOR POSITIVE DRAINAGE.
 3. AGGREGATE SIZE SHALL BE IN ACCORDANCE WITH NATIONAL STONE ASSOCIATION R-2 (1.5"-3.5" STONE).
 4. GRAVEL PAD SHALL HAVE A MINIMUM THICKNESS OF 6".
 5. PAD WIDTH SHALL BE EQUAL FULL WIDTH AT ALL POINTS OF VEHICULAR EGRESS, BUT NO LESS THAN 20'.
 6. A DIVERSION RIDGE SHOULD BE CONSTRUCTED WHEN GRADE TOWARD PAVED AREA IS GREATER THAN 2%.
 7. INSTALL PIPE UNDER THE ENTRANCE IF NEEDED TO MAINTAIN DRAINAGE DITCHES.
 8. WHEN WASHING IS REQUIRED, IT SHOULD BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN (OVERT ALL SURFACE RUNOFF AND DRAINAGE FROM THE ENTRANCE TO A SEDIMENT CONTROL DEVICE).
 9. WASHRACKS AND/OR TIRE WASHERS MAY BE REQUIRED DEPENDING ON SCALE AND CIRCUMSTANCE. IF NECESSARY, WASHRACK DESIGN MAY CONSIST OF ANY MATERIAL SUITABLE FOR TRUCK TRAFFIC THAT REMOVE MUD AND DIRT.
 10. MAINTAIN AREA IN A WAY THAT PREVENTS TRACKING AND/OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.

SILT FENCE - TYPE NON-SENSITIVE

Sd1NS

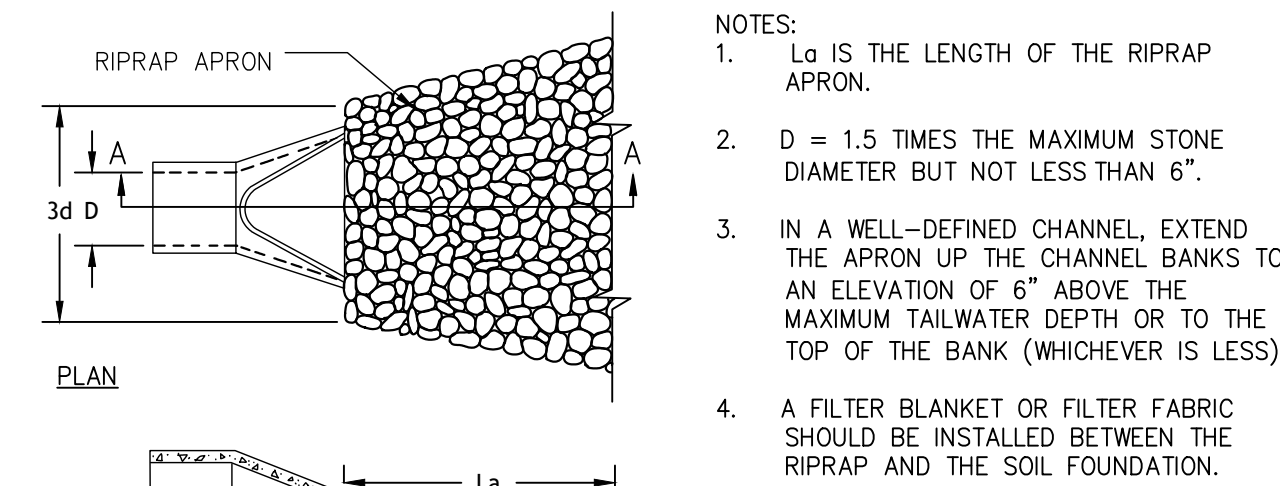


- NOTES:**
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
 2. HEIGHT (*) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

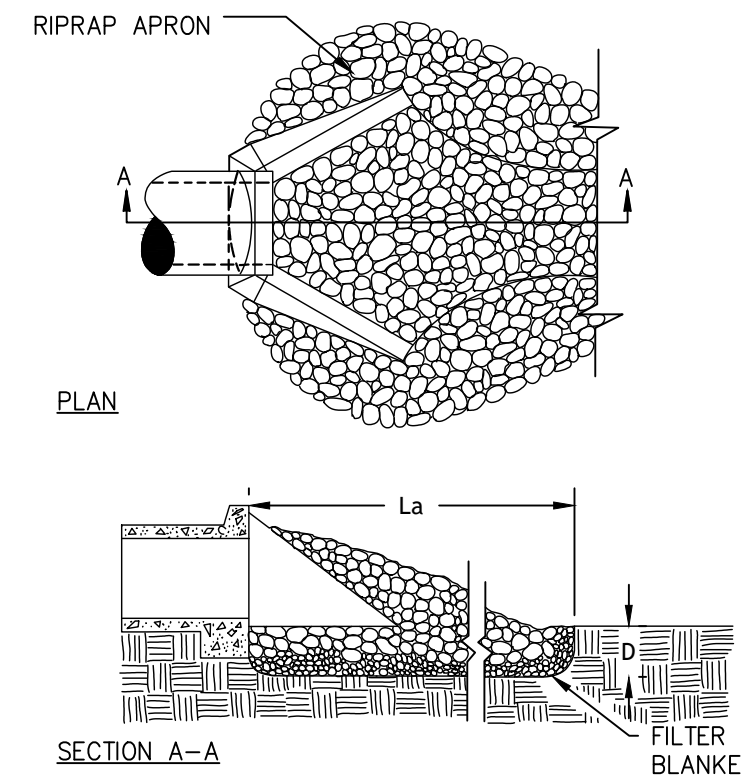
RIPRAP OUTLET PROTECTION

St

PIPE OUTLET TO FLAT AREA -- NO WELL DEFINED CHANNEL



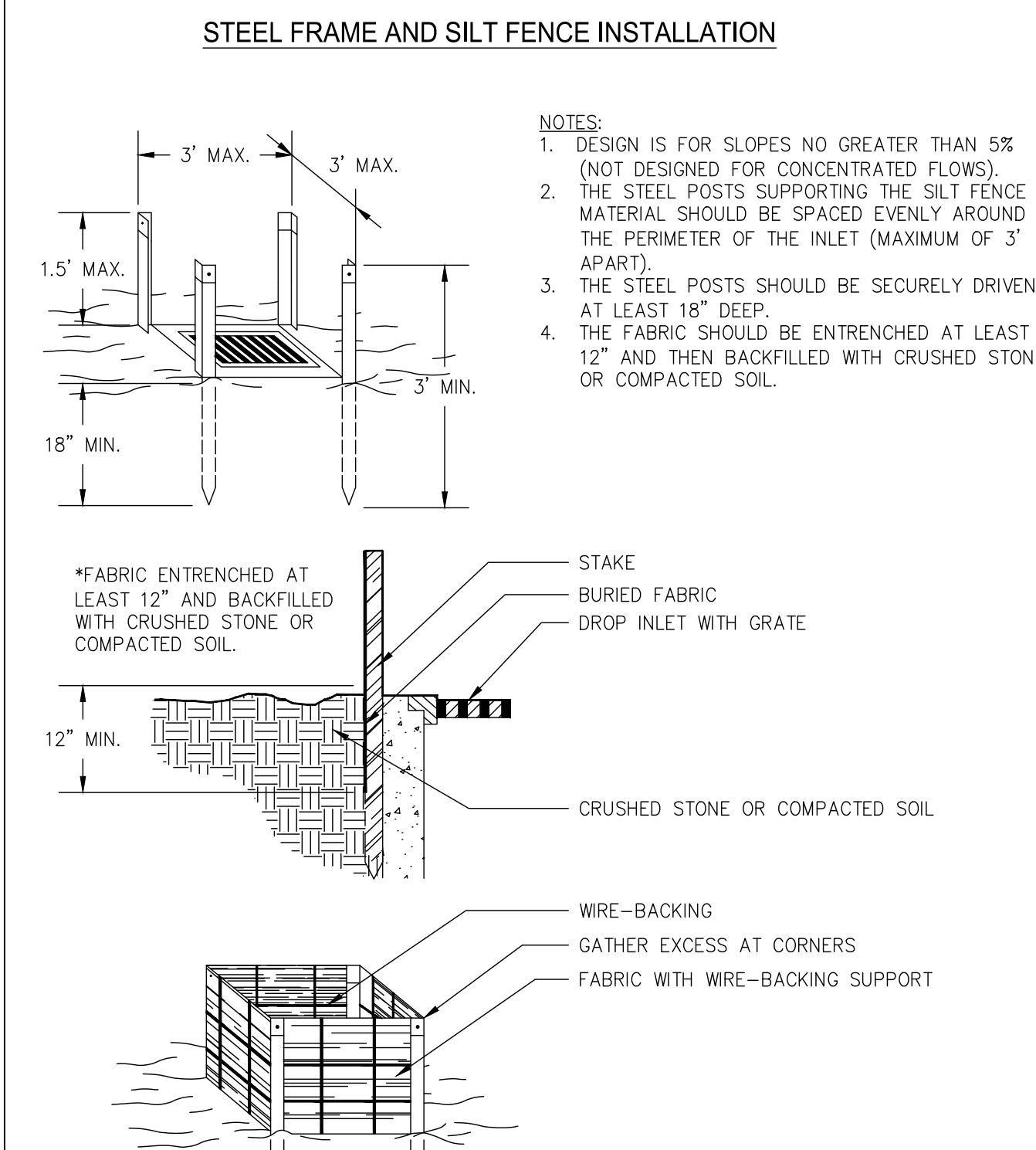
PIPE OUTLET TO WELL DEFINED CHANNEL



- NOTES:**
1. L_a IS THE LENGTH OF THE RIPRAP APRON.
 2. $D = 1.5$ TIMES THE MAXIMUM STONE DIAMETER BUT NOT LESS THAN 6".
 3. IN A WELL-DEFINED CHANNEL, EXTEND THE APRON UP THE CHANNEL BANKS TO AN ELEVATION OF 6" ABOVE THE MAXIMUM TAILWATER DEPTH OR TO THE TOP OF THE BANK (WHICHEVER IS LESS).
 4. A FILTER BLANKET OR FILTER FABRIC SHOULD BE INSTALLED BETWEEN THE RIPRAP AND THE SOIL FOUNDATION.

FABRIC AND SUPPORTING FRAME FOR INLET PROTECTION

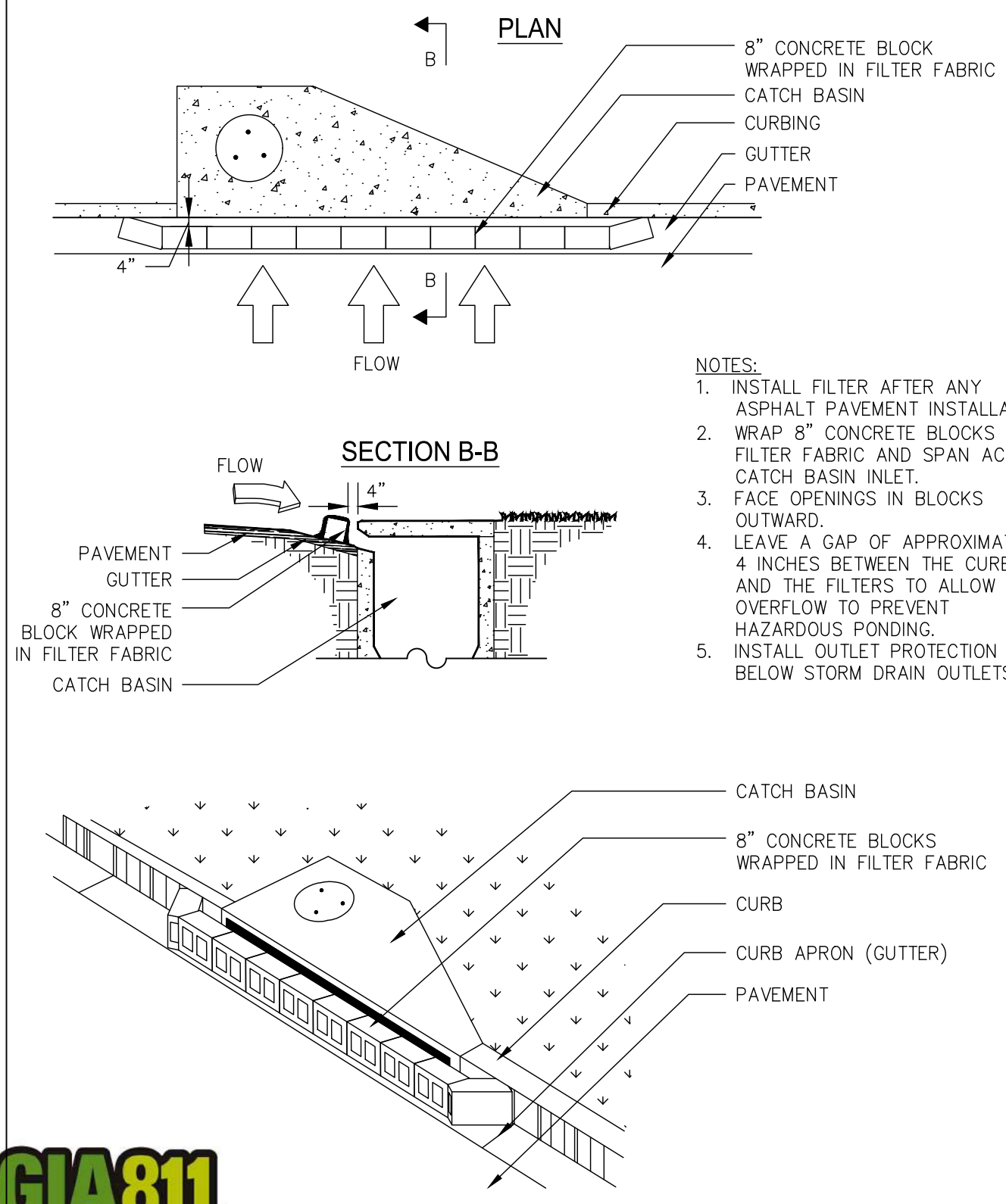
Sd2F



- NOTES:**
1. DESIGN IS FOR SLOPES NO GREATER THAN 5% (NOT DESIGNED FOR CONCENTRATED FLOWS).
 2. THE STEEL POSTS SUPPORTING THE SILT FENCE MATERIAL SHOULD BE SPACED EVENLY AROUND THE PERIMETER OF THE INLET (MAXIMUM OF 3' APART).
 3. THE STEEL POSTS SHOULD BE SECURELY DRIVEN AT LEAST 18" DEEP.
 4. THE FABRIC SHOULD BE ENTRENCHED AT LEAST 12" AND THEN BACKFILLED WITH CRUSHED STONE OR COMPACTED SOIL.

CURB INLET FILTER "PIGS IN BLANKET"

Sd2P



- NOTES:**
1. INSTALL FILTER AFTER ANY ASPHALT PAVEMENT INSTALLATION.
 2. WRAP 8" CONCRETE BLOCKS IN FILTER FABRIC AND SPAN ACROSS CATCH BASIN INLET.
 3. FACE OPENINGS IN BLOCKS OUTWARD.
 4. LEAVE A GAP OF APPROXIMATELY 4 INCHES BETWEEN THE CURB AND THE FILTERS TO ALLOW FOR OVERFLOW TO PREVENT HAZARDOUS PONDING.
 5. INSTALL OUTLET PROTECTION BELOW STORM DRAIN OUTLETS.



Know what's below. Call before you dig.

REVISIONS

Δ	DATE	BY	DESCRIPTION	Δ	DATE	BY	DESCRIPTION



NAME	DATE	NAME	DATE
DESIGNED BY: WS	04/21/2023	DRAWN BY: WS	04/21/2023
CHECKED BY: BS	04/21/2023	CHECKED BY: BS	04/21/2023
SUPERVISED BY:			

HALL COUNTY, GEORGIA

RILLA ROAD IMPROVEMENT
DETAILS-ES&PC

DRAWING NUMBER

CE501



AGENDA ITEM

Sheriff's Office

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 545/2023

SUBJECT: Approve the ratification of the application and award for the 2023 State Homeland Security Program grant for the Sheriff's Office SWAT Team to purchase training and equipment in the amount of \$30,000.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: CKE

Recommendation:

Approval.

Purpose of Request:

Approve the ratification of the application and award for the 2023 State Homeland Security Program grant for the Sheriff's Office SWAT Team to purchase training and equipment in the amount of \$30,000.00, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.

History:

Hall County has received the Homeland Security Grant funding since 2010.

Facts and Issues:

The Homeland Security Grant Program supports the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response and Recovery based on allowable costs. The purpose of the grant is to provide funds to eligible entities to support state, local, tribal and territorial efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The grant will provide funding to purchase vital medical supplies.

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:

Grants	Submit	Approve	Grants
PS	SC	SC	PS
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

FY24 SWAT Award



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

AGENDA ITEM 545/2023

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
24	250-MULTIPLE GRANT FUND	3310-SHERIFF'S OPERATIONS	331150-FEDERAL'S OPERATING INDIRECT	-\$30,000.00
24	250-MULTIPLE GRANT FUND	3310-SHERIFF'S OPERATIONS	531600-SMALL FURNITURE & EQUIPMENT	\$30,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CKE

Phone: 770 531-7090



**FISCAL YEAR 2023
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF
GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Hall County Sheriff's Office

GRANT NO: 28

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2023 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), as amended by section 101 of the *Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$30,000.00 to Hall County Sheriff's Office, as Subrecipient, in accordance with the Fiscal Year 2023 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Linda Criblez** as the **Program Manager** of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient and de-obligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2023, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later and shall continue through September 30, 2025. No modifications to the Budget can be made after the termination date, September 30, 2025 or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is effective. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in EM Grants Manager before the end date of this Agreement. Extensions should be requested 30 days before the end of this agreement, but no longer than 30 days after the end date.

Caveat: DHS/FEMA has reserved the right to change the FY23 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY23 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- Exhibit A Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN, AND RETURN With AGREEMENT)
- Exhibit B National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN, AND RETURN With AGREEMENT)
- Exhibit C Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN, AND RETURN With AGREEMENT)
- Exhibit E Tangible Property Report
(KEEP FOR REFERENCE)
- Exhibit F Department of Homeland Security, HSGP, Grant Agreement Number EMW-2023-SS-00099, Agreement Articles (KEEP FOR REFERENCE)
- Exhibit G Approved Budget Cost Line(s) (LOCATED IN EM GRANTS MANAGER)
- Exhibit H DHS/FEMA Fiscal Year 2023 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

<https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo>

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>

- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.

- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgment Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EM Grants Manager System in a timely manner according to the guidelines in the section below.

- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.

- E. The following reporting periods and due dates apply:**
 - First Quarter October 1 - December 31 Due January 31
 - Second Quarter January 1- March 31 Due April 30
 - Third Quarter April 1 - June 30 Due July 31
 - Fourth Quarter July 1 - September 30 Due October 31

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE PROGRESS REPORT IS RECEIVED.

- F. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND

PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. Organizational Audit Requirements: The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <https://www.gao.gov/>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. Selected Items of Cost: The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.

E. The Build America, Buy America Act (BABAA): Subrecipient agrees to only use iron, steel, manufactured products, and construction materials produced in the United States for all infrastructure projects. The Act requires the following “Buy America” preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

Additional information regarding the **BABAA** requirements can be found at <https://www.fema.gov/grants/policy-guidance/buy-america#interpretation>

F. Unique Entity Identifier (UEI) Number Requirement: No entity may receive a subgrant under this award unless GEMA/HS has received the UEI number for the prospective Subrecipient.

G. Accounting System: The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

H. Retention and Maintenance of Records: The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2023 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

I. Withholding and Repayment of Funds: In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient

under this Agreement.

National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption, and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>

2. In order to assure compliance with NIMS requirements, all terms, and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.
3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>.
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate the performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/about>, and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY23 HSGP DHS/FEMA NOFO (Exhibit H).
 - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <https://www.fema.gov/emergency-managers/nims>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$30,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
 - 1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - 2. The public does not have access to information about the compensation of the executives 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 61104 of the Internal Revenue Code of 1986.
- 1. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf> and www.fsrs.gov.

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2023 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of the State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2023 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2023 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2023 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever

responding outside of its jurisdiction.

- F. The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. There must be a decal on all equipment funded by GEMA/HS which states "Funded by GEMA/HS". The decal will be provided. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.
- G. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non- federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including

any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.

Q. Environmental Historical Preservation (EHP)

1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY23 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available at <https://www.fema.gov/grants/preparedness/about/informational-bulletins>.

- R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/frts/>
- S. The Subrecipient agrees that funds from the FY 2023 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288. Specifically, without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:
1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>.
 2. To use such funds to support the achievement of baseline levels of capability as defined in the fusion capability planning tool.
 3. The Subrecipient shall provide GEMA/HS with a certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY23 NOFO (Exhibit H) and Information Bulletin 288.
 5. All Subrecipients leveraging FY 2023 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information-sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN), and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency that cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.

U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.

V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S.

DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY23 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant-funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag, and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without

cost, as directed by GEMA/HS.

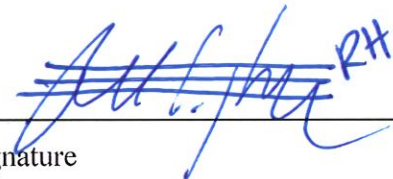
C. Convenience: This agreement may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.


IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Hall County Sheriff's Office have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

SUBRECIPIENT



Signature



Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

Richard Higgins, BOC Chairman

Printed Name and Title of Signatory

09 / 24 / 2023

Date of Signature

09 / 28 / 2023

Date of Signature

58-6000836

Agency FEID (XX-XXXXXXX)

Agency UEI Number (XXXXXXXXXX)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE BOC Chairman
APPLICANT ORGANIZATION Hall County	DATE SUBMITTED September 28, 2023

NIMS Compliance Form

This NIMS Compliance Form is OPTIONAL for Non-Governmental Agencies

Non-Governmental Subrecipients are not required to meet National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subrecipient agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

RECOMMENDED:

- IS-700 (NIMS) An Introduction
- ICS-100: Introduction to the Incident Command System

RECOMMENDED:

- Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
 - IS-800 National Response Framework, An Introduction
 - ICS-200 ICS for Single Resources and Initial Action Incidents
 - ICS-300 Intermediate ICS for Expanding Incidents
 - ICS-400 Advanced ICS for Command and General Staff
 - IS-701 NIMS Multiagency Coordination Systems (MACS)
 - IS-702 NIMS Public Information Systems
 - IS-703 NIMS Resource Management
- Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from
- Incorporate corrective actions into preparedness
- Inventory community response assets to conform
- To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- Apply standardized and consistent terminology, including the establishment of plain English communications standards

Hall County

 Agency

[Signature]

 Authorized Signature

09/28/2023

 Date

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;


(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT		PR/AWARD NUMBER AND / OR PROJECT NAME	
Hall County			
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Richard Higgins, Boc Chairman			
SIGNATURE		DATE	
		09/28/2023	

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

**Certifications Regarding Lobbying; Debarment, Suspension And Other
Responsibility Matters; And Drug-Free Workplace Requirements**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;



AGENDA ITEM

Sheriff's Office

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 544/2023

SUBJECT: Approve the ratification of the application and award for the 2023 State Homeland Security Program grant for the Sheriff's Office to purchase K9 supplies in the amount of \$6,000.00 and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: CKE

Recommendation:

Approval.

Purpose of Request:

Approve the ratification of the application and award for the 2023 State Homeland Security Program grant for the Sheriff's Office to purchase K9 supplies in the amount of \$6,000.00 and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.

History:

Hall County has received K9 Homeland Security Grant funding since 2010 for the bomb detection dogs program. This funding is used for dog food, dog medical costs, and training equipment for the program's four dogs.

Facts and Issues:

This grant provides funding by the U.S. Department of Homeland Security through the Georgia Emergency Management Agency to help Hall County build and enhance capabilities to prevent, protect against, respond to, and recover from terrorist attacks, major disasters and other emergencies.

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:

Grants	Submit	Approve	Grants
PS	SC	SC	SG
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

FY24 Grant Award



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

AGENDA ITEM 544/2023

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
24	250-MULTIPLE GRANT FUND	3360-SHERIFF&COURT SERVICES	331150-FEDERAL&OPERATING INDIRECT	\$-6,000.00
24	250-MULTIPLE GRANT FUND	3360-SHERIFF&COURT SERVICES	521000-PROFESSIONAL SERVICES	\$6,000.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CKE

Phone: 770 531-7090



**FISCAL YEAR 2023
HOMELAND SECURITY GRANT PROGRAM**

**AGREEMENT BETWEEN
THE STATE OF
GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

Hall County Sheriff's Office

GRANT NO: 41

The United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), approved the application and awarded grant funding from the Fiscal Year (FY) 2023 Homeland Security Grant Program to the Georgia Emergency Management and Homeland Security Agency (GEMA/HS) on behalf of the State of Georgia, in accordance with *The Homeland Security Act of 2002* (Public Law 107-296), *as amended by section 101 of the Implementing Recommendations of the 9/11 Commission Act of 2007* (Public Law 110-53). The Catalog of Federal Domestic Assistance (CFDA) number for this grant is 97.067.

GEMA/HS will maintain overall responsibility and accountability to the federal government for the duration of the program. GEMA/HS, as Recipient, has awarded the amount of \$6,000.00 to Hall County Sheriff's Office, as Subrecipient, in accordance with the Fiscal Year 2023 Homeland Security Grant Program (HSGP), State Homeland Security Program (SHSP), and/or Urban Area Security Initiative (UASI).

Under this Agreement, GEMA/HS will execute the interests and responsibilities of the Recipient. The individual designated to represent the State is **James C. Stallings, Authorized Recipient Official**. The State has designated **Linda Criblez** as the **Program Manager** of this program. The Subrecipient's Authorized Official has the authority to legally bind the Subrecipient and will execute the interests and responsibilities of the Subrecipient. The Subrecipient's Authorized Official is the person whose name and signature appear on page twelve (12) of this agreement.

PURPOSE: The Subrecipient agrees to use allocated funds only as approved; to comply with the terms, conditions, and guidelines, as stated within this agreement; and to request reimbursement only for expenditures made in accordance with the Approved Budget Cost Lines. Any modification to the Budget must be requested in writing by the Subrecipient and must be approved by the Program Manager or other authorized representative prior to the execution of that modification.

After all approved items on the approved Budget have been reimbursed to the Subrecipient, this Subrecipient Agreement shall be terminated. Any remaining funds shall be forfeited by the Subrecipient and de-obligated and reallocated by GEMA/HS.

PERIOD OF PERFORMANCE: This Agreement shall become **effective** on October 1, 2023, or on the date when the Agreement has been signed by all parties and returned to GEMA/HS, whichever is later and shall continue through September 30, 2025. No modifications to the Budget can be made after the termination date, September 30, 2025 or when all funds have been used.

Spending of grant funds, may not commence until this Agreement is effective. The Subrecipient agrees that all purchases and expenditures authorized under this program must be completed by the effective end date. Extensions are at the discretion of GEMA/HS and will only be granted for cause when requested in EM Grants Manager before the end date of this Agreement. Extensions should be requested 30 days before the end of this agreement, but no longer than 30 days after the end date.

Caveat: DHS/FEMA has reserved the right to change the FY23 HSGP grant; including shortening the performance period and/or grant end date. Any change in the grant and/or performance period of the FY23 HSGP award will be passed through to the Subrecipient by GEMA/HS.

EXHIBITS: Exhibits are attached or attainable via the internet and made a part of this agreement by reference:

- Exhibit A Standard Assurances - Standard Form 424B (Non-Construction) or Standard Form 424D (Construction), as applicable
(COMPLETE, SIGN, AND RETURN With AGREEMENT)
- Exhibit B National Incident Management System (NIMS) Compliance Form
(COMPLETE, SIGN, AND RETURN With AGREEMENT)
- Exhibit C Certifications Regarding Lobbying; Debarment, Suspension And Other Responsibility Matters; And Drug-Free Workplace Requirements
(COMPLETE, SIGN, AND RETURN With AGREEMENT)
- Exhibit E Tangible Property Report
(KEEP FOR REFERENCE)
- Exhibit F Department of Homeland Security, HSGP, Grant Agreement Number EMW-2023-SS-00099, Agreement Articles (KEEP FOR REFERENCE)
- Exhibit G Approved Budget Cost Line(s) (LOCATED IN EM GRANTS MANAGER)
- Exhibit H DHS/FEMA Fiscal Year 2023 HSGP Notice of Funding Opportunity Announcement (DHS/FEMA NOFO), located at:

<https://www.fema.gov/grants/preparedness/homeland-security/fy-22-nofo>

PURCHASES, REIMBURSEMENT, AND REPORTING REQUIREMENTS:

- A. Purchasing:** Subrecipient must follow federal, state, and local procurement guidance and regulations as standards for purchasing or acquiring equipment and services. All spending or purchases must be made in accordance with the agreed spending plan as outlined on the Budget Cost Lines and all equipment purchases must be in accordance with the Department of Homeland Security Authorized Equipment List (DHS/AEL) located on the internet at: <https://www.fema.gov/grants/guidance-tools/authorized-equipment-list>
- B. Payment Requests:** Payments to the Subrecipients will be made only upon presentation of the approved Payment Request. Reimbursements from invoices and applicable proof of payment (or other justifying documentation) will only be made for eligible equipment, materials, expenses, and costs upon approval of the Program Manager. Omission of pertinent documentation will constitute justification for non-payment of any amounts submitted on the Payment Request.
- C. State Purchases on behalf of Subrecipient:** GEMA/HS may, with the written consent of the Subrecipient, retain and expend grant funding on behalf of the Subrecipient. Before the State will make purchases on behalf of local jurisdictions, the Subrecipient must provide justification, receive approval from GEMA/HS and provide GEMA/HS with a Memorandum of Understanding authorizing GEMA/HS to expend these funds. If GEMA/HS does agree to retain and expend grant funding on behalf of the Subrecipient, the Subrecipient is required to submit documentation to verify receipt and acceptance of the goods or services on the Acknowledgment Form and provide any other documentation or information requested by GEMA/HS. If the Acknowledgment Form is not returned to GEMA/HS in a timely manner, the Subrecipient will be held accountable for payment to the vendor. The Subrecipient is still accountable for submitting the Quarterly Progress Reports in the EM Grants Manager System in a timely manner according to the guidelines in the section below.
- D. Quarterly Progress Report (PROGRESS REPORT):** The disposition of grant funds, including all obligations and expenditures, must be reported to GEMA/HS on a quarterly basis through the Progress Report module in the EM Grants Manager System, which is due within 30 days of the end of each calendar quarter.
- E. The following reporting periods and due dates apply:**

• First Quarter	October 1 - December 31	Due January 31
• Second Quarter	January 1- March 31	Due April 30
• Third Quarter	April 1 - June 30	Due July 31
• Fourth Quarter	July 1 - September 30	Due October 31

FAILURE TO HAVE A CURRENT PROGRESS REPORT ON FILE AT GEMA/HS WILL RESULT IN WITHHOLDING OF REIMBURSEMENT UNTIL THE PROGRESS REPORT IS RECEIVED.

- F. Biannual Strategy Implementation Reports (BSIR):** The Subrecipient shall complete and submit any other reports as requested by GEMA/HS and cooperate and assist GEMA/HS in complying with the DHS tracking and reporting requirements. Specifically, without limitation, Subrecipient shall submit information at the request of GEMA/HS to assist in the submission of the BSIR, and any other reports, as required.

MONITORING AND AUDITS: The Subrecipient shall permit persons duly authorized by GEMA/HS access to inspect and copy all records, books papers, documents, facilities, goods, and services related to this Agreement, and to interview clients, employees, and subcontractors of the Subrecipient concerning the performance of this Agreement. If the Subrecipient fails to provide access to such materials, GEMA/HS may terminate this Agreement.

LAWS, REGULATIONS, FINANCIAL AND ADMINISTRATIVE REQUIREMENTS, AND

PROGRAM GUIDANCE: The Subrecipient shall comply with all applicable federal and state laws, regulations, and financial and administrative requirements. A non-exclusive list of regulations is listed below. Code of Federal Regulations (CFR) sections may be accessed online at <http://www.ecfr.gov/>.

A. Administrative Requirements

2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

2 CFR Part 200, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

B. Cost Principles

2 CFR Part 200, Subpart E, Cost Principles for State, Local and Indian Tribal Governments

2 CFR Part 200, Subpart E, Cost Principles for Education Institutions

2 CFR Part 200, Subpart E, Cost Principles for Non-Profit Organizations

48 CFR 31.2, Federal Acquisition Regulations (FAR) Contracts with Commercial Organizations

C. Organizational Audit Requirements: The Subrecipient agrees to comply with the organizational audit requirements of 2 CFR Part 200, Subpart F, Audits of States, Local Governments, and Non-Profit Organizations.

Subrecipients that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's (GAO's) Government Auditing Standards, which may be accessed online at <https://www.gao.gov/>, and in accordance with 2 CFR §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year.

In addition, Subrecipients must submit the audit report to the State of Georgia, by sending a copy to the Georgia Department of Audits and Accounts, Nonprofit and Local Governments Audits, 270 Washington Street, SW, Room I-156, Atlanta, Georgia 30334-8400.

If required to submit an audit report under the requirements of 2 CFR Part 200, Subpart F, the Subrecipient shall provide GEMA/HS with written documentation showing that it has complied with the single audit requirements. Such documentation shall be returned to GEMA/HS with this signed Agreement. The Subrecipient shall immediately notify GEMA/HS in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

D. Selected Items of Cost: The Subrecipient agrees to comply with the requirements of OMB 2 CFR Part 225, Selected Items of Cost. Physical inventories must be taken at least once every two years to ensure that assets received through this Agreement exist and are in use. Governmental units will manage and maintain equipment in accordance with State laws and procedures.

E. The Build America, Buy America Act (BABAA): Subrecipient agrees to only use iron, steel, manufactured products, and construction materials produced in the United States for all infrastructure projects. The Act requires the following “Buy America” preference:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

Additional information regarding the **BABAA** requirements can be found at <https://www.fema.gov/grants/policy-guidance/buy-america#interpretation>

F. Unique Entity Identifier (UEI) Number Requirement: No entity may receive a subgrant under this award unless GEMA/HS has received the UEI number for the prospective Subrecipient.

G. Accounting System: The Subrecipient agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report grant data with accuracy, providing full accountability for revenues, expenditures, assets, and liabilities. This system shall provide reasonable assurance that the Subrecipient is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

H. Retention and Maintenance of Records: The Subrecipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of grant funds. All such records must be retained by the Subrecipient for a minimum of three years from the date that the DHS closes the State of Georgia's 2023 HSGP grant. GEMA/HS will notify the Subrecipient in writing when the retention period begins.

I. Withholding and Repayment of Funds: In addition to any other remedies provided by law or the terms of this Agreement, if the Subrecipient fails to comply with any of the terms or conditions of this Agreement, including all exhibits hereto, or with any applicable federal or state law or regulation, GEMA/HS may withhold or require repayment of grant funds in connection with which the violation occurred. In addition, GEMA/HS may withhold or require repayment of all or any portion of the financial award which has been or is to be made available to the Subrecipient. Specifically, without limitation, GEMA/HS will be entitled to payment from the Subrecipient for any funds paid by the State or that the State is responsible to pay on behalf of the Subrecipient for which GEMA/HS is unable to receive payment or required to repay due to the Subrecipient's failure to cooperate in providing the required documentation showing receipt of the goods or services, purchasing of equipment in the time required, submitting a request for reimbursement with complete supporting documents, or any other activity that GEMA/HS deems a failure by the Subrecipient

under this Agreement.

National Initiatives:

1. The Subrecipient agrees to comply with all applicable terms and conditions of the FY 2023 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity Announcement (NOFO) (Exhibit H), including without limitation, adoption, and implementation of the National Incident Management System (NIMS). Refer to NOFO, page 5, "NIMS Implementation section." Other NIMS resources are at the following locations:

<https://www.fema.gov/resource-management-mutual-aid>

<http://www.fema.gov/nims-doctrine-supporting-guides-tools>

2. In order to assure compliance with NIMS requirements, all terms, and conditions of this agreement are predicated and conditional upon the Subrecipient's assurance by completing and signing the NIMS Compliance Form (Exhibit B) and returning the completed and signed form to GEMA/HS with the original signed Agreement.
3. The Subrecipient agrees to institutionalize the use of the Incident Command System (ICS) as required by Georgia law and the NIMS minimum compliance requirements.
4. The Subrecipient agrees that any exercises conducted with grant funds will be managed and executed in compliance with the Homeland Security Exercise and Evaluation Program (HSEEP). All exercises are to be planned, conducted, and evaluated with the implementation of improvement in accordance with the guidance from the HSEEP, available at <http://www.fema.gov/national-exercise-program>.
 - a. Any exercises implemented with grant funds must be threat and performance-based and should evaluate the performance of critical tasks required to respond to the exercise scenario.
 - b. All funded exercises are encouraged to be posted in the Multiyear Exercise Plan calendar, added to the National Exercise Schedule, located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/about>, and must be preapproved by the GEMA/HS Exercise Program Manager.
 - c. The Subrecipient must report to the GEMA/HS Exercise Program Director prior to conducting scheduled exercises and provide the Program Director with an After Action Report (AAR) and Improvement Plan for each exercise conducted within 90 days following completion of the exercise in accordance with the FY23 HSGP DHS/FEMA NOFO (Exhibit H).
 - d. Exercises conducted using HSGP funding must be NIMS compliant, as defined by the current NIMS compliance matrices. Further information is available on the NIMS Integration Center Web site at <https://www.fema.gov/emergency-managers/nims>.
5. The Subrecipient agrees to coordinate with GEMA/HS to maintain and update the Threat and Hazard Identification and Risk Assessment (THIRA) and agrees to provide GEMA/HS any information and access to records upon request.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA): All new subawards under this grant of \$30,000 or more are subject to FFATA reporting requirements. The Subrecipient is responsible for providing any information requested by GEMA/HS to complete the required report.

- A. Unless exempt, the Subrecipient shall report the names and total compensation of its five most highly compensated executives for its preceding completed fiscal year. This report is only required if:
1. In the Subrecipient's preceding fiscal year, the Subrecipient received 80 percent or more of its annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 2. The public does not have access to information about the compensation of the executives 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 61104 of the Internal Revenue Code of 1986.
1. Additional information regarding the FFATA requirements can be found at <http://www.fema.gov/pdf/government/grant/bulletins/info350.pdf> and www.frs.gov.

SPECIAL CONDITIONS:

- A. The Subrecipient agrees to use all grant funding awarded from the Fiscal Year 2023 Homeland Security Grant Program (HSGP) for costs related to preparedness activities associated with implementing the findings of the State Preparedness Report, including goals and objectives, and any Urban Areas Security Initiative strategies.
- B. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2023 HSGP DHS/FEMA NOFO (Exhibit H), and to comply with all DHS/FEMA requirements and cooperate with GEMA/HS to comply with federal and state requirements related to the grant funding.
- C. The Subrecipient understands and agrees that any allocations and use of grant funding must support and may only be used to fund the investments identified in the Fiscal Year 2023 HSGP grant application submitted by GEMA/HS to DHS/FEMA and to use grant funding only for projects pre-approved by GEMA/HS.
- D. The Subrecipient agrees to comply with the FY 2023 Homeland Security Grant Program Agreement Articles, included with this agreement as Exhibit F. References in the exhibit to "recipient" apply to the Subrecipient's requirements as subrecipient. The Subrecipient agrees to sign and comply with the terms and conditions of GEMA/HS's Statewide Mutual Aid and Assistance Agreement and to render mutual aid for a suspected or real attack or in the case of weapons of mass destruction or other event, as determined by GEMA/HS. The Subrecipient shall sign any other Mutual Aid Agreements GEMA/HS or DHS/FEMA shall deem necessary in order to assure the Subrecipient will fulfill its obligations to render mutual aid.
- E. Any Subrecipient receiving funding for purposes of explosive ordnance disposal (EOD) agrees to utilize the **Georgia Bureau of Investigations and GEMA/HS** paging system whenever

responding outside of its jurisdiction.

- F. The Subrecipient will maintain an inventory of all grant-funded equipment and provide a copy to GEMA/HS at the end of the grant performance period. The Subrecipient will submit an updated inventory every year thereafter or as the equipment is disposed of. Equipment must be used for the intended purpose for the life of the equipment. There must be a decal on all equipment funded by GEMA/HS which states "Funded by GEMA/HS". The decal will be provided. GEMA/HS must be given a written disposition plan for any equipment that has a value of \$5,000 or more at least 30 days prior to disposal or at the end of its useful life, whichever date is sooner. Also, the GEMA/HS Program Manager will review the disposition plan within 30 days of receipt and provide approval or other instructions for disposal to the Subrecipient.
- G. Non-Supplanting Requirement: The Subrecipient agrees that federal grant funds received under this award will not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources. Applicants or Recipients may be required to demonstrate if a reduction in non- federal resources occurred for reasons other than the receipt or expected receipt of federal funds. The Subrecipient will be expected to demonstrate how these funds will be used to supplement, but not supplant, state or local funds for the same purposes.
- H. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, requests for information or data collection, including, but not limited to, the provision of any information regarding any activities within this agreement that may be required for the assessment or evaluation.
- I. Federal funds under this grant program are provided through reimbursement of all eligible expenditures. The Subrecipient shall follow procurement standards as stated in federal and state laws and regulations.
- J. Sole Source Procurement: The Subrecipient's procurement procedures and regulations must conform to federal procurement laws and standards. All procurement transactions without regard to dollar value, whether negotiated or through a competitive bid process shall be conducted in such a manner as to provide maximum open and free competition.
- K. Should the Subrecipient elect to award a non-competitive proposal, justification must be provided and include a description of the program and why it is necessary to enter into a non-competitive agreement. All sole-source procurements as defined in 2 CFR§200.320(f) must receive prior written approval from GEMA/HS.
- L. The Subrecipient understands and agrees that compensation for individual consultant services is to be reasonable and consistent and should represent fair market value for services. Time and effort reports for consultant services are required, and competitive bidding is encouraged, as explained in 2 CFR §200.317-326.
- M. The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of GEMA/HS and DHS.
- N. No elected or appointed official or employee of the Subrecipient shall be admitted to any share or part of any benefit, directly or indirectly, from this agreement or grant award. This provision shall not be construed to extend to any contract made with a corporation for its general benefit.
- O. If the Subrecipient is found to be in violation of any of the conditions of this agreement, including

any exhibits hereto, or of applicable federal and state laws or regulations, in addition to any other recourse available, GEMA/HS shall notify the Subrecipient that additional funds in connection with which the violation occurred will be withheld until such violation has been corrected to the satisfaction of GEMA/HS. In addition, GEMA/HS may withhold or require repayment of any portion of the financial award which has been or is to be made available to the Subrecipient or retained and obligated or expended on behalf of the Subrecipient, for other projects under this program until adequate corrective action is taken.

- P. The Subrecipient understands and agrees that for any copyrightable work based on or containing data first produced under this Agreement, the Subrecipient shall grant the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes on all such copyrighted works. The Subrecipient shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgment of government sponsorship, including the grant award number, to any work first produced under this grant award.
- Q. Environmental Historical Preservation (EHP)
1. The Subrecipient shall comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA or GEMA/HS to ensure compliance with applicable laws and regulations, including: Federal EHP regulations, laws, and Executive Orders; National Environmental Policy Act; National Historic Preservation Act; Endangered Species Act; and Executive Orders on Floodplains (11988), Wetlands (11990), and Environmental Justice (12898). Failure of the Subrecipient to meet federal, state, and local EHP requirements and obtain applicable permits may jeopardize federal funding. The Subrecipient shall not undertake any project having the potential to impact EHP resources without prior approval from FEMA, through GEMA/HS, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, and replacement of facilities. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of compliance with federal laws and/or regulations.
 2. The Subrecipient shall provide any information requested by GEMA/HS or FEMA to ensure compliance with applicable federal EHP requirements. Any change to the approved project or scope of work will require re-evaluation for EHP compliance. If ground-disturbing activities may occur during project implementation, the Subrecipient must ensure monitoring of ground disturbance, and, if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify GEMA/HS, and the Georgia Department of Natural Resources, Georgia State Historic Preservation Division.
 3. The Subrecipient shall not undertake any project using HSGP funding to which the National Environmental Policy Act (NEPA) requirements are applicable without first obtaining written approval from FEMA, through GEMA/HS. The Subrecipient shall coordinate with GEMA/HS regarding any activities using grant funding that requires specific documentation of NEPA compliance. Any construction activities initiated prior to the full environmental and historic preservation review and evaluation will result in a non-compliance finding and will not be eligible for HSGP funding.

For more information regarding FEMA's EHP requirements, the Subrecipient should refer to the DHS/FEMA FY23 NOFO (Exhibit H) and FEMA's Information Bulletins 329, 345, 356, 371, and 404 available at <https://www.fema.gov/grants/preparedness/about/informational-bulletins>.

- R. The Subrecipient agrees to cooperate with GEMA/HS in assuring that any training using HSGP funds is reported through the Training Information Reporting System ("Web-Forms") located at <https://www.firstrespondertraining.gov/frts/>
- S. The Subrecipient agrees that funds from the FY 2023 HSGP utilized to establish or enhance state and local fusion centers will be used in compliance with the requirements and restrictions in the DHS/FEMA NOFO (Exhibit H) and with FEMA's Information Bulletins 281 and 288. Specifically, without limitation, the Subrecipient receiving funding to be used for costs related to a fusion center agree to comply with the following:
1. To use such funds to support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and the National Strategy for Information Sharing, and achievement of a baseline level of capability as defined by Global's *Baseline Capabilities for State and Major Urban Area Fusion Centers*, a supplement to the Fusion Center Guidelines, located at <http://www.it.ojp.gov/documents/baselinecapabilitiesa.pdf>.
 2. To use such funds to support the achievement of baseline levels of capability as defined in the fusion capability planning tool.
 3. The Subrecipient shall provide GEMA/HS with a certification stating that the Subrecipient will assume responsibility for supporting the costs of any hired analysts following the three-year federal funding period or the termination of the Subrecipient Agreement, whichever occurs first.
 4. The Subrecipient shall provide GEMA/HS with certificates of completion of training for each intelligence analyst hired with grant funding to enable information/intelligence sharing capabilities in accordance with Global's *Minimum Criminal Intelligence Training Standards for Law Enforcement and Other Criminal Justice Agencies in the United States*, as required under the DHS/FEMA FY23 NOFO (Exhibit H) and Information Bulletin 288.
 5. All Subrecipients leveraging FY 2023 HSGP funds in support of information sharing and intelligence fusion and analysis centers must leverage available federal information-sharing systems, including Law Enforcement Online (LEO) and the Homeland Security Information Network (HSIN), and comply with 28 CFR 23.
- T. Any Subrecipient receiving HSGP grant funding for purchasing or upgrading a mobile communication vehicle (MCV), equipment for an MCV, or other MCV related costs, agrees to comply with the following requirements:
1. Each agency receiving an MCV funded with HSGP funding will be required to participate with the MCV in at least one regional GEMA/HS sponsored MCV exercise annually and at least one GEMA/HS sponsored statewide MCV exercise biennially. Any agency that cannot meet this compliance requirement due to an unforeseen event in any year must request approval from GEMA/HS, providing a reasonable justification for failing to remain in compliance.

2. Each agency receiving an HSGP funded MCV will provide GEMA/HS with updated vehicle equipment capability and inventory data as requested.

U. In the event that the Subrecipient uses subcontractors or contractors, the Subrecipient shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable as prescribed by applicable Federal and State laws.

V. The Subrecipient understands that any public contracts and subcontracts funded by the HSGP must comply with the requirements of O.C.G.A. §13-10-90, et seq., and Georgia Department of Labor Rules 300-10-1, et seq., to verify the contractor's or subcontractor's new employees' work eligibility through a federal work authorization program. The Subrecipient shall utilize the U.S.

DHS E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

CHANGES TO AGREEMENT: The Subrecipient understands and agrees that, in addition to the provisions in the "Termination" section below, GEMA/HS shall have the right to make unilateral changes, cancel, or terminate this agreement in the event that FEMA and/or DHS makes changes to the FY23 HSGP grant awarded to GEMA/HS. With the exception of termination or changes included in this agreement, there shall be no other changes to this Agreement unless mutually agreed upon by all parties to the Agreement.

EMPLOYMENT: The employment of unauthorized aliens by the Subrecipient Agency is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient Agency knowingly employs unauthorized aliens, such violation shall cause the unilateral cancellation of the Agreement. Any services performed by any such unauthorized aliens shall not be paid.

The Subrecipient Agency shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all persons hired during the Agreement term.

TERMINATION: This agreement may be terminated for any or all of the following reasons:

A. Cause/Default: This agreement may be terminated for cause, in whole or in part, at any time by the State of Georgia for the failure of the Subrecipient to perform any of the provisions or to comply with any of the terms and conditions herein. If the State exercises its right to terminate this agreement under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Subrecipient will be required to submit the final invoice no later than 30 days after the effective date of written notice of termination. Upon termination of this agreement, the State shall not incur any new obligations after the effective date of the termination and shall cancel outstanding obligations, as possible. The above remedies are in addition to any other remedies provided by law or the terms of this agreement.

B. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege, and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege, and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant-funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag, and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without

cost, as directed by GEMA/HS.

C. Convenience: This agreement may be canceled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement must give written notice of its intention to do so to all other parties at least 30 days prior to the effective date of cancellation or termination.

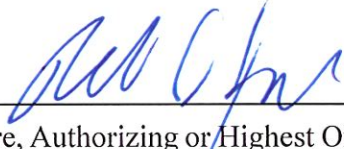
D. Non-Availability of Funding: Notwithstanding any other provision of this agreement, in the event that either of the sources of funding for reimbursement under this agreement (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist, in the event, the sum of all obligations of GEMA/HS incurred under this and all other agreements entered into for this program exceeds the balance of such funding, then this agreement shall immediately terminate without further obligation of GEMA/HS. The certification by the Director of GEMA/HS of the occurrence of either of the events stated above shall be conclusive.

IN WITNESS WHEREOF, the **GEORGIA EMERGENCY MANAGEMENT AND HOMELAND SECURITY AGENCY** and Hall County Sheriff's Office have executed this Agreement:

GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY

SUBRECIPIENT

Signature



Signature, Authorizing or Highest Official

Printed Name and Title of Signatory

Richard Higgins, Box Chairman

Printed Name and Title of Signatory

09 / 24 / 2023

Date of Signature

09 / 28 / 2023

Date of Signature

58-6000836

Agency FEID (XX-XXXXXXX)

Agency UEI Number (XXXXXXXXXX)

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

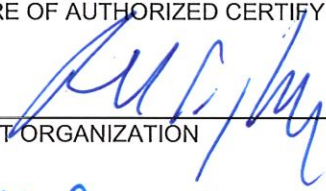
**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE BOC Chairman
APPLICANT ORGANIZATION Hall County	DATE SUBMITTED September 28, 2023

NIMS Compliance Form

This NIMS Compliance Form is OPTIONAL for Non-Governmental Agencies

Non-Governmental Subrecipients are not required to meet National Incident Management System (NIMS) compliance requirements. For additional guidance on NIMS training, please refer to <http://www.training.fema.gov/nims>. All emergency preparedness, response, and/or security personnel in the state agencies, tribes, and local governments participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes ICS-100 and IS-700. The Subrecipient agrees to comply with the NIMS compliance requirements and to evidence compliance by completing and returning to the Georgia Emergency Management and Homeland Security Agency this NIMS Compliance Form, Exhibit "B" to this agreement.

Please check the box next to each action that the Subgrantee has completed.

Additional NIMS guidance can be found at <http://www.fema.gov/national-incident-management-system>.

RECOMMENDED:

- IS-700 (NIMS) An Introduction
- ICS-100: Introduction to the Incident Command System

RECOMMENDED:

- Community Adoption: Adopt NIMS at the community level for all government departments and/or agencies; as well as promote and encourage NIMS adoption by associations, utilities, non-governmental organizations (NGOs), and private sector incident management and response organizations.
- Incident Command System (ICS): Manage all emergency incidents and preplanned (recurring/special) events in accordance with ICS organizational structures, doctrine, and procedures, as defined in NIMS. ICS implementation must include the consistent application of Incident Action Planning and Common Communications Plans.
- Public Information System: Implement processes, procedures, and/or plans to communicate timely, accurate information to the public during an incident through a Joint Information System and Joint Information Center.
- Preparedness/Planning: Establish the community's NIMS baseline against the FY2008 and FY2009 implementation requirements.
- Develop and implement a system to coordinate all federal preparedness funding to implement the NIMS across the community.
- Revise and update plans and SOPs to incorporate NIMS components, principles and policies, to include planning, training, response, exercises, equipment, evaluation, and corrective actions.

RECOMMENDED continued:

- Implementation plans exists at agency level that identifies the appropriate personnel to complete the below listed NIMS training requirements.
 - IS-800 National Response Framework, An Introduction
 - ICS-200 ICS for Single Resources and Initial Action Incidents
 - ICS-300 Intermediate ICS for Expanding Incidents
 - ICS-400 Advanced ICS for Command and General Staff
 - IS-701 NIMS Multiagency Coordination Systems (MACS)
 - IS-702 NIMS Public Information Systems
 - IS-703 NIMS Resource Management
- Incorporate NIMS/ICS into all tribal, local, and regional training and exercises.
- Participate in an all-hazard exercise program based on NIMS that involves responders from
- Incorporate corrective actions into preparedness
- Inventory community response assets to conform
- To the extent permissible by law, ensure that relevant national standards and guidance to achieve equipment, communication, and data interoperability are incorporated into tribal and
- Apply standardized and consistent terminology, including the establishment of plain English communications standards

Hall County
Agency

[Handwritten Signature]
Authorized Signature

09/28/2023
Date

**Certifications Regarding Lobbying; Debarment, Suspension And Other
Responsibility Matters; And Drug-Free Workplace Requirements**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;


(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT	PR/AWARD NUMBER AND / OR PROJECT NAME
Hall County	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Richard Higgins, BOC Chairman	
SIGNATURE	DATE
	09/28/2023

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.



EXPLOSIVE ORDNANCE DISPOSAL K9 PROGRAM

**AGREEMENT BETWEEN
THE STATE OF GEORGIA
GEORGIA EMERGENCY MANAGEMENT AND
HOMELAND SECURITY AGENCY**

AND

AGENCY

ACKNOWLEDGEMENTS: Any Subrecipient receiving funding for the purpose of sustaining and maintaining an Explosive Ordnance Disposal (EOD) K9 Program agrees to comply with the following:

- A. Each EOD K9 team must certify annually utilizing the standards approved by the All-Hazard's Working Group.
- B. Each EOD K9 team must provide monthly statistical reports to the EOD K9 Program Manager.
- C. Each EOD K9 team must utilize the state of Georgia's response paging system when responding.
- D. Each EOD K9 team must participate in a minimum of five (5) training events per fiscal year.
- E. Each EOD K9 team must participate in a minimum of six (6) GEMA/HS requested events per fiscal year.
- F. If requested, each EOD K9 team must participate in any national or regional event deemed relevant by GEMA/HS EOD K9 Program Manager.
- G. Each EOD K9 Team must provide records requested by EOD K9 Program Manager.
- H. Notwithstanding and without waiving any other remedies available for the Subrecipient's failure to comply with the terms and conditions of this agreement, if the Subrecipient fails to meet its obligations, voluntarily or otherwise, as part of a GEMA/HS program, GEMA/HS will have the right, privilege and option to immediately terminate this Agreement. Failure to exercise the right of termination for previous occurrences or omissions will not act as a waiver for future noncompliance by the Subrecipient. Should GEMA/HS exercise the right, privilege and option to terminate this Agreement, the Subrecipient shall immediately transfer ownership of any HSGP grant funded vehicle(s) and related equipment purchased under this agreement to GEMA/HS or to whomever GEMA/HS shall designate, including the transfer of title, tag and related documents, and shall deliver and turn over possession and title of said vehicle(s) and related equipment, without cost, as directed by GEMA/HS.

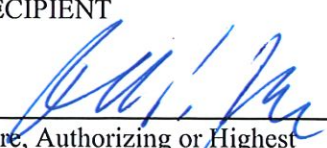
GEORGIA EMERGENCY
MANAGEMENT AND HOMELAND
SECURITY AGENCY

Signature

Linda Criblez, Deputy Director

Printed Name and Title of Signatory

SUBRECIPIENT



Signature, Authorizing or Highest
Official

Richard Higgins, BOC Chairman

Printed Name and Title of Signatory



AGENDA ITEM

Sheriff's Office

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 543/2023

SUBJECT: Approve the ratification of the application and award for the 2024 Georgia Highway Enforcement of Aggressive Traffic (HEAT) Grant for the Sheriff's Office to provide 100% funding for enforcement hours, operating and travel expenses in the amount of \$186,800.80, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: LTC

Recommendation:
Approval.

Purpose of Request:

Approve the ratification of the application and award for the 2024 Georgia Highway Enforcement of Aggressive Traffic (HEAT) Grant for the Sheriff's Office to provide 100% funding for enforcement hours, operating and travel expenses in the amount of \$186,800.80, and appoint the Grants Manager as the Program Designee and authorize the Chairman to execute all related award documents. No match is required.

History:

The Hall County Sheriff's Office has received this grant since 2016.

Facts and Issues:

Options:

Aggressive traffic (speeding and impaired driving) is one of the leading causes of crashes that result in serious injuries and fatalities on the roadways of Georgia. HEAT is designed to educate the public and enforce laws related to impaired and aggressive driving. Each officer is armed with materials to educate residents about state laws that regulate aggressive and impaired driving. Hall County uses the funding to pay for enforcement hours, equipment maintenance, operating and travel expenses for the three (3) officers.

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:

Grants	Submit	Approve	Grants
PS	SC	SC	SG
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

GOHS Award Letter



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

AGENDA ITEM 543/2023

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
24	250-MULTIPLE GRANT FUND	3323-SHERIFF PATROL	331150-FEDERAL OPERATING INDIRECT	\$-186,800.80
24	250-MULTIPLE GRANT FUND	3323-SHERIFF PATROL	511100-SALARIES	\$176,300.80
24	250-MULTIPLE GRANT FUND	3323-SHERIFF PATROL	523500-TRAVEL	\$3,000.00
24	250-MULTIPLE GRANT FUND	3323-SHERIFF PATROL	531600-SMALL FURNITURE & EQUIPMENT	\$7,500.00

Budget Transfer Items:

Additional Information/Comments:

This grant is reimbursable for the performance period of October 1, 2023 to September 30, 2024. No matching funds are required for this funding cycle.

Contact for Questions: TC

Phone:

770-533-7735



GOVERNOR'S
OFFICE OF
HIGHWAY
SAFETY

Governor's Office of Highway Safety

7 Martin Luther King Jr Drive • Suite 643 • Atlanta, Georgia 30334
Telephone: 404.656.6996 or 888.420.0767 • Facsimile: 404.651.9107
www.gahighwaysafety.org

Brian P. Kemp
GOVERNOR

Allen Poole
DIRECTOR

September 25, 2023

Mr. Scott Collison
Hall County Sheriff's Office
2859 Browns Bridge Road
Gainesville, GA, 30501

Re: Application #: GA-2024-Hall Count-00017-C
Grant #: GA-2024-402 PT-017
Project Title: Hall County Sheriff's Office HEAT

Dear Mr. Scott Collison:

Congratulations! It is my pleasure to inform you that your application in the amount of \$186,800.80 in federal funds has been approved. The effective date of the grant is October 1, 2023 through September 30, 2024. Allowed costs incurred within this period are reimbursable at a rate of 100% of the approved federal funds allocated above. Please keep in mind that all GOHS Grant funds must be identified separately in your accounting system. For additional details, please reference the Grant Terms and Conditions #5 entitled, "Accounting Records/Source Documentation."

GOHS is excited to announce we have migrated all applications, grants, and reports to a new grants management system. Your applications and any subsequent grants are now in the new system and will be available to you October 2, 2023. Username and password information will be emailed to you no later than September 30, 2023 and you will have the option to change your password to keep your account protected. GOHS is in the process of creating a training course to assist grantees with the transition.

As a reminder, GOHS and the National Highway Traffic Safety Administration (NHTSA) must provide your agency with written approval prior to the purchase of any equipment item costing \$5,000.00 or more. Throughout this process, your agency must ensure that their local procurement policies as well as the Buy America Act requirements are followed. If local policies are not available, your agency must use the State of Georgia procurement procedures.

GOHS is required to complete Risk Assessments on each grantee prior to the award and notify the grantee of the outcome. The Risk Assessment is based upon prior grants, audit reports, and/or interaction during the application process. Your agency's Risk Assessment score for the FFY 2024 grant year is Low. For additional information, please review the enclosed attachment entitled, "Risk Assessment".

If your jurisdiction/agency (combined) receives federal funds of \$750,000.00 or more in a year, an audit is required in accordance with 2 CFR Part 200, Subpart F. A copy of the audit report must be submitted to the Governor's Office of Highway Safety (GOHS) prior to September 30, 2024.

Agencies awarded federal funds through GOHS are encouraged to receive their reimbursement payments electronically. If your agency received funds in FFY 2023, please review the information previously submitted on your Vendor Management Form (VMF) and update if needed by utilizing the enclosed "revised" VMF. If no changes are needed, GOHS will continue to use the information previously submitted to reimburse electronically. Agencies that did not receive federal funds in FFY 2023 must complete the enclosed VMF. Please note that in completing the VMF, GOHS will complete the Supplier's number under Section 1 along with Section 5 once submitted. Upon



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completion, please mail the VMF to Paula Wilbanks, GOHS Grants Specialist at the above address OR email her at, pwilbanks@gohs.ga.gov no later than **October 15, 2023**. Any delay in submitting this form may delay reimbursements. Once claims for reimbursement have been submitted, your agency can verify the payment status on the State of Georgia Accounting Office's vendor management portal at <http://sao.georgia.gov/vendor-payment-management>.

If you are considered a new grantee, there is a W-9 tax form included within this award packet, along with instructions. This form is required to be completed and sent back to GOHS before any reimbursements can be made. Once completed, please email the form to Paula Wilbanks, GOHS Grants Specialist at pwilbanks@gohs.ga.gov.

The Grant Terms and Conditions contain important information from GOHS. Enclosed you will find updated Grant Terms and Conditions as well as GOHS Special Conditions governing the above-referenced project. These documents clearly identify the guidelines and requirements governing your grant. Please note #1 under Grant Terms and Conditions states that **all grant awards are contingent upon the availability of federal funds**. Promotional/ incentive type items will not be reimbursed. This includes, but is not limited to, key chains, shirts, cups, pens, and bags. An announcement to the public regarding the award of this grant is a requirement of the grant and must obtain GOHS approval prior to being distributed. The procedure for this will be to send the grant announcement to your GOHS grant manager, listed below. The grant manager will ensure the announcement contains the appropriate information and notify you of the approval. You can then release it to your media.

SAM Unique Entity Identifier: USZBJ4CMC7B6

Assistance Listing Title: State and Community Highway Safety

Assistance Listing Number: 20.600

FAIN: 69A37522300004020GA0

Subaward Period of Performance State and End Date: October 1, 2023 – September 30, 2024

Subaward Budget Period State and End Date: October 1, 2023 – September 30, 2024

Included with this letter is a copy of your signed certification page for your files.

Should you have questions regarding the content of this letter, please contact your assigned grant manager, Powell Harrelson at (404) 656-6996. GOHS looks forward to your partnership in helping to make Georgia's roadways safer.

Sincerely,



Allen Poole
Director

AP/sw

Enclosures

cc: Mr. Gerald Couch, Agency Administrator
Mr. Michael Casper, Project Director
Powell Harrelson, Planner/Grant Manager

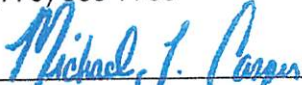


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General Application 2024
Organization: Hall County Sheriff's Office
GA-2024-Hall Count-00017-C
Certification and Signatures

I certify that I understand and agree to comply with the general and fiscal year terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the applicant to perform the tasks as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the grantee; and, that the receipt of grantor funds through the Governor's Office of Highway Safety will not supplant state or local funds. **Monthly reimbursement claim submissions filed electronically are in effect, "electronically signed"**.


Agency Administrator *

Name:	Mr. Michael Casper	Title:	Lieutenant
Agency:	Hall County Sheriff's Office	Address:	2859 Browns Bridge Road Gainesville, GA, 30504
Phone Number:	(770) 533-7735	Email Address:	mcasper@hallcounty.org
Fax Number:		Date:	1/12/2023
Signature:			

Agency Staff *

Name:	Mr. Scott Collison	Title:	Finance
Agency:	Hall County Sheriff's Office	Address:	2859 Browns Bridge Road Gainesville, GA, 30501
Phone Number:	(770) 718-5151	Email Address:	scollison@hallcounty.org
Fax Number:	(770) 534-6880	Date:	1/12/2023
Signature:			
FEI Number:	98-6000836		

Authorized Official *

Name:	Mr. Gerald Couch	Title:	Sheriff
Agency:	Hall County Sheriff's Office	Address:	2859 Browns Bridge Road Gainesville, GA, 30504
Phone Number:	(770) 531-6900	Email Address:	gcouch@hallcounty.org
Fax Number:	(770) 534-6880	Date:	1/12/2023
Signature:			

*** NOTE: AGENCY ADMIN, AGENCY STAFF AND AUTHORIZED OFFICIAL CANNOT BE THE SAME PERSON WITHOUT GOHS APPROVAL. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT GOHS APPROVAL.**



GOVERNOR'S OFFICE OF HIGHWAY SAFETY
7 Martin Luther King Jr. Drive SW
Suite 643
Atlanta, GA 30334

Pre-Award Risk Assessment Form

RATING SCALE*

0 – 3	No's	Applicant considered low risk for monitoring	LOW
4 – 7	No's	Applicant considered medium risk for monitoring	MED
8 – 12	No's	Applicant considered high risk for monitoring	HIGH

Based on the above rating scale, applicants will be placed in one risk area. If awarded, sub-recipients will be monitored based on the following:

High Risk

1. Could withhold full or partial payments pending single audit results.
2. Schedule a meeting within the first month of grant award.
3. Require mandatory training attendance by at least two - Authorizing Official, Financial Officer, Agency Administrator.
4. Provide training and technical assistance on program related matters.
5. Consider taking enforcement action against the non-compliant applicants.
6. GOHS will make a minimum of 2 visits to the sub-recipient during the grant year.

Medium Risk

1. Schedule a financial review with the applicant.
2. Could withhold full or partial payments pending single audit results.
3. Provide training and technical assistance on program related matters.

Low Risk

1. Standard monitoring.

* - FFY2024 scoring was adjusted due to COVID-19

0-4 - Low Risk

5-8 - Medium Risk

9 plus - High Risk



GOVERNOR'S
OFFICE OF
HIGHWAY
SAFETY

GEORGIA HIGHWAY SAFETY GRANT APPLICATION

**Governor's Office of Highway Safety
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Atlanta, Georgia 30334
Tel: (404) 656-6996 Fax: (404) 651-9107
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GRANT TERMS, CONDITIONS AND CERTIFICATION

GRANT TERMS AND CONDITIONS

1. AVAILABILITY OF FEDERAL FUNDS

All grant awards are contingent upon the availability of federal funds.

2. GENERAL REQUIREMENTS

As a condition of each grant awarded, the State will use the grant funds in accordance with the specific statutory and regulatory requirements of that grant, and will comply with applicable laws, regulations, and financial and programmatic requirements for Federal grants, including but not limited to:

- 23 U.S.C Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L.109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

3. FINANCIAL MANAGEMENT SYSTEMS

Financial management systems shall provide for accurate, current, and complete disclosure of financial results for each grant program. These systems must also provide records that identify the application of grant funds; effective control and accountability for all funds and property; comparisons of actual outlays with budgeted amounts; and a systematic method to assure timely and appropriate resolution of audit findings and recommendations.

4. OBLIGATION OF FUNDS

Grant funds may not, without advance written approval by the GOHS, be obligated prior to the effective date or subsequent to the termination date of the grant period. No obligations are allowed after the end of the grant period. The due date for the final claim will be announced by GOHS in the grant closeout letter, generally sent to the sub-recipient during the month of August.

5. ACCOUNTING RECORDS/SOURCE DOCUMENTATION

The sub-recipient must maintain an accounting system, which identifies and separates the source and application of all funds provided for the grant's activities. The system must record and summarize financial transactions in a manner sufficient to permit the required reports to be prepared from them. These financial transactions should be recorded in books of original entry (cash receipts and disbursement journals) and summarized through the use of ledgers, which identify the financial results of the grant's activities. All transactions should be adequately documented and identified in the accounting records in order that they can be traced from the original source documents to the accounting records and then to the monthly claim for reimbursement submitted to GOHS.

The sub-recipient must support accounting records with source documentation such as cancelled checks, paid bills, etc. When personnel services and/or activity hours are funded as part of the grant, the agency shall maintain the following additional documentation:

- payroll records;
- time distribution and attendance records for individual employees;
- salaries and wages of employees, chargeable to more than one project or cost;
- appropriate time distribution records showing time allocated to each function.

Documentation for matching funds must also meet the criteria above.

Support of salaries, wages, and activity hours

Where sub-recipient employees are expected to work solely on a single Federal Award or cost objective, charges for their salaries, wages, and/or activity hours must be supported by semi-annual certification. This

document verifies that the employee worked solely on that program for the period covered by the certification and/or activity hours submitted through the reporting process. The certification periods cover October – March and April – September. Sub-recipients with personnel service costs (does not include enforcement/activity hours) within their budget must complete and submit the Semi-Annual Certification Form provided by their assigned GOHS Grant Manager no later than thirty (30) days after the close of each period. The form must be signed by the employee or their supervisory official having firsthand knowledge of the work performed by the employee.

6. **COSTS**

a. **ALLOWABLE COSTS**

Payment for costs incurred shall be on a reimbursable basis. An advance of funding is not allowable for Highway Safety activities. Cost incurred means the grant must have established a liability for payment.

Items must meet all of the following criteria to be an admissible cost for reimbursement of an approved highway safety grant:

All items must:

- be an item or service approved in the grant.
- represent an actual expenditure and be chargeable to the grant.
- be incurred on or after the authorized effective date of the grant and on or before the ending date of the grant period.
- be necessary for proper and efficient administration of the project and be allocated to the activities in the grant
- be reasonable when compared to unit value.
- be reduced by all applicable credits.
- be in the pro-rata share of the approved project (when allowable costs are to be allocated or pro-rated to a project, an allocation or pro-ration worksheet must be prepared and retained by the agency for audit).
- be permissible under federal, state, and local laws, regulations, and practices.
- not result in a profit or other increment to the sub-recipient unless the profit is used to advance the project within the grant limits.
- not be allocated to, or included, as a cost of any other federally financed program.

b. **UNALLOWABLE COSTS**

- Promotional/ Incentive type items
- Compensation for time spent in court.
- Compensation for overtime paid at one and a half times pay unless the following conditions are met:
 - 1) Payments for overtime, which are clearly defined, and separately delineated in the grant application, exhibited as a separate cost category in the budget pages of the grant application, **and pre-approved by GOHS.**
 - 2) A plan for overtime payment, including the existing departmental or agency overtime policy for non-project personnel, must be submitted for review and approval by GOHS prior to expense being incurred.
- Employee's salary while pursuing training nor to pay the salary of the employee's replacement, except where the employee's salary is supported with federal funds under an approved GOHS project.

Contact your GOHS Grant Manager if there are any questions or concerns regarding allowable or unallowable costs.

7. EDUCATION AND TRAINING

Development costs associated with new training curriculums and materials are allowable if they will not duplicate materials already developed for similar purposes by DOT/NHTSA/FHWA or by other states and are approved by the NHTSA/FHWA Regional Administrator. This does not preclude modifications of present material necessary to meet particular state and local instructional needs.

In order for the cost of training to be approved for funding in the grant, the following criteria apply:

- All personnel to receive training must currently be working in an area dealing with the highway safety grant or project.
- The person(s) receiving the training will be used in a highway safety area or project for a reasonable period of time after receiving the training.
- The training requested must be critical to the operation of the highway safety grant/project.

8. PROGRAM INCOME

Program income means gross income earned by the sub-recipient from grant-supported activities. Program income may include but is not limited to revenue from service fees, sale of commodities acquired with federal funds, use of rental fees for property acquired with federal funds and royalties on patents and copyrights.

Income generated from a highway safety funded grant must be utilized in operation of the project, to defray on-going expenses during the grant period and should be credited against expenses claimed. Documentation shall be maintained for any such income. Agencies no longer receiving highway safety financial assistance but generating income from previously supported activities are encouraged to use the income to support continuation of the highway safety activity.

Proceeds from the sale of equipment will be handled in accordance with the requirements outlined in this chapter's Property Management Section and reported using the Property Management Form.

9. CASH MANAGEMENT

Cash drawdowns will be initiated only when actually needed for disbursement (i.e., as close as possible to the time of making disbursements). Cash disbursements and balances will be reported in a timely manner as required by 2 CFR 200.302.

For sub-recipients, grantees must establish reasonable procedures to ensure the receipt of reports on subgrantees' cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency. Grantees must monitor cash drawdowns by their subgrantees to assure that they conform substantially to the same standards of timing and amount as apply to advances to the grantees. 2 CFR 200.302.

Failure to adhere to these provisions may result in the termination of drawdown privileges.

10. REIMBURSEMENT/PAYMENT

Automated Clearing House (ACH)

Effective January 1, 2012, sub-recipients are highly encouraged to receive their reimbursement payment electronically. Upon receipt of GOHS award letter, sub-recipient must complete and submit the Vendor Management Form (VMF). Reimbursement could be delayed if sub-recipient fails to submit the VMF.

Sub-recipient's Reimbursement Checks

Sub-recipients approved by GOHS to receive a reimbursement check must agree to cash the check within 60 days from the date listed on the face of the check. Sub-recipient understands that the holding of reimbursement checks may result in payment being cancelled by GOHS.

11. LAW ENFORCEMENT AGENCIES ONLY

In the case of grants involving traffic law enforcement activities, sub-recipient will ensure the completion of the Georgia Uniform Motor Vehicle Accident Report form for all crashes occurring within their jurisdiction. Sub-recipient will further ensure that said report is forwarded to the Georgia Department of Transportation

within 14 days of the end of the month in which the crash occurred.

Electronic Crash Reporting and Citation Systems

GOHS strongly encourages all law enforcement agencies to implement/participate in the electronic crash report and citation systems, which provide for reporting local crash and citation data electronically. Sub-recipient's participation here provides for better data analysis.

12. EQUIPMENT

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the sub-recipient; or the State, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purpose 2 CFR 200.313.

GOHS retains the right to reclaim any equipment item purchased with federal highway safety funds provided through this grant. This right is established when any one of the following applies:

- a. The equipment item is not being used for the purposes for which it is purchased.
- b. The sub-recipient can no longer perform established objectives detailed in the grant;
- c. If the sub-recipient fails to comply with State and Federal laws or policies that govern the terms and conditions of this grant.

The equipment shall be delivered and/or made available to GOHS within thirty (30) days after GOHS's written request.

13. GENERAL COSTS OF GOVERNMENT (Supplanting)

The sub-recipient shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled. Costs for personnel and/or activity hours can only be reimbursed for the time spent directly on the project.

The replacement of routine and/or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is considered to be General Cost of Government and is not allowable. Failure to comply with this requirement could result in the following actions:

- Refund to GOHS its portion of compensation (salary/fringe benefits/activity hours) previously received.
- Termination of the federally funded grant.

If a grant employed person is unable to fulfill his or her duties for more than 12 consecutive weeks (FMLA), the sub-recipient is expected to replace that employee. Contact your assigned GOHS Grant Manager for additional instructions.

NOTE: See also Grant Terms and Conditions #57 below

14. PROJECT IMPLEMENTATION

The sub-recipient agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report and claim submission.

15. GOHS CERTIFICATION PAGE

Sub-recipient must inform GOHS **immediately** when changes occur within the Agency's Authorized Official (AO), the Agency Administrator (AA), or the Agency Staff (AS). Sub-recipient agrees to submit a new GOHS Certification page signed by the AO, AA, and AS in blue ink. The new form must be submitted to the assigned GOHS Grant Manager no later than five (5) days after the change has been made in the grant management system.

16. MODIFICATIONS/BUDGET AND PROGRAM

If after the implementation date of a project, it becomes necessary to make budget revisions, programmatic changes or schedule modifications, the sub-recipient should detail the modification necessary and the justification for the change. Written modifications are necessary for all budget changes, time extensions beyond the approved ending date and for any major deviations from project goals and objectives. The request for the modification must be submitted within the GOHS grant management system by the sub-recipient and approved by GOHS prior to any purchases or changes within the project. The modification is not approved until the sub-recipient receives approval notice through the GOHS grant management system. Contact your assigned GOHS Grant Manager for specific instructions to request modifications.

17. MONITORING AND REPORTING PROGRAM PERFORMANCE

Sub-recipient shall constantly monitor the performance of grant activities to ensure that time schedules and other performance goals are being achieved. Actual progress toward established goals and objectives shall be compared monthly and reasons for not meeting objectives shall be reported. A Final Report must be completed and submitted in the GOHS grant management system after the project ends. All sub-recipients will be notified of the due date before the project ends.

Grant monitoring by GOHS personnel will begin soon after the effective date of the grant and periodically thereafter for the duration of the project. Monitoring visits may review, in detail, the progress of the project, record keeping and support documents, accountability of equipment, budget, time frames, and ensure monies obligated are spent in accordance with the grant agreement.

18. PROCUREMENT STANDARDS

Sub-recipients will follow the same policies and procedures it used for procurement covered by their non-grant funds. These procedures must be written and should reflect applicable state and local laws and regulations. The sub-recipient's procurement system will provide for maximum open and free competition concerning its procurement transactions.

Sub-recipient will maintain a written code of conduct governing the performance of their employees engaged in the award and administration of contracts and bids. No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract or bid supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Sub-recipient procedures will provide for review of proposed procurement to avoid purchase of unnecessary or duplicate items. Whenever possible, the sub-recipient should enter into state and local intergovernmental agreements for the procurement of common goods.

The sub-recipient will maintain records sufficient to detail the significant history of the purchase.

Equipment items with a unit cost of \$5,000.00 or more must have prior written approval from NHTSA through GOHS before being purchased.

19. REPORTS

The sub-recipient shall submit, at such times and in such forms as may be prescribed, such reports as the Governor's Office of Highway Safety (GOHS) may reasonably require, including monthly financial reports, progress reports, final financial reports and evaluations reports. A Final Report must be completed and submitted in the GOHS grant management system after the project ends. All sub-recipients will be notified of the due date before the project ends.

Monthly programmatic/activity reports and claims are due to GOHS by the 20th of the following month in which services are provided. (Example: October's Reports are due in the GOHS grant management system on or before November 20th.)

Should GOHS choose to include sub-recipients in an evaluation to measure the effectiveness of a grant program, the agency agrees to cooperate fully with the evaluation and provide information related to the grant.

The Georgia Electronic Records and Signatures Act (O.C.G.A. § 10-12-1 et. seq.) recognizes the legal validity of transactions carried out electronically and permits the recording and retention of information and

documents in electronic form. It goes further to define the term “electronic record” as information created, transmitted, received, or stored by electronic means and retrievable in human perceivable form. Compliance with this act will allow the Governor’s Office of Highway Safety to receive and process monthly financial claims based on the electronic submission of the claim forms through the GOHS grant management system. The Authorized parties that submit the claims electronically are in effect signing to the validity of these expenditures in lieu of submitting a signed form. A signed form is still an acceptable method of submitting a claim but is no longer required as stated in this Code Section.

The integrity of the GOHS grant management system adopted and established by GOHS personnel has become intrinsic in the ability to manage grants as effectively and efficiently as possible. Effective October 1, 2007 GOHS authorized payments based on the electronic submission of claims and no longer require a hard copy with original signatures from the sub-recipient.

20. PROPERTY MANAGEMENT

Non-expendable tangible personal property acquired by the sub-recipient wholly or in part with federal funds, will have title vested in the sub-recipient subject to the following management requirements and restrictions on use and disposition of the property:

- A. **Insurance** - Sub-recipients are required to carry full coverage on any motor vehicle purchased with grant funds as long as GOHS retains an interest in the vehicle.
- B. The sub-recipient shall retain the property as long as it is used and there is a need for it to accomplish the purpose of the grant program, whether or not the program continues to be assisted by federal funds. **(NOTE: If GOHS terminates a grant for cause prior to the end of the project period, disposition instructions for equipment will be issued within 30 calendar days after the end of the federal support of the project for which it was acquired.)** Procedures for sub-recipient to manage the equipment until disposition takes place will, at a minimum, meet the following requirements:
 1. Property records must be maintained, including a description of the property, a serial number or other identification numbers, title holder, the acquisition date, cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property.
 2. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure safeguards against loss, damage, or theft of the property. Any loss, damage or theft shall be investigated and reported to GOHS within 30 days.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
- C. For lost, stolen, or destroyed equipment that had a purchase price of \$5,000 or more OR when original or replacement equipment acquired under a grant is no longer needed for the original project, or for other activities currently or previously supported by a federal agency, **disposition of the equipment** will be made as follows:
 1. Sub-recipient must submit to the GOHS Grant Manager a written request & GOHS Form 301 detailing their reason(s) to dispose of the equipment.
 2. Upon receipt of the written request, GOHS Grant Manager will investigate and review the request with GOHS Director/Deputy Director. Upon their approval, a letter will be sent to NHTSA requesting approval to dispose of the equipment.
 3. Once the disposition has been determined by NHTSA, the sub recipient (Authorized Official, Agency Administrator, and Agency Staff) will be notified of the decision which will include instructions on how to proceed.
 4. Finance Director tags disposal of equipment in GOHS inventory.
- D. For purposes of this policy, “equipment items \$5,000 or more” include any item that has the capability of storing data, such as desktop computers, laptops, and I-pads. The \$5,000 threshold also includes items that may physically cost less than \$5,000 but with taxes and shipping costs added will equal over \$5,000.

21. PUBLIC INFORMATION AND EDUCATION

Projects receiving GOHS funding will be reviewed to determine if a Public Information and Education (PI&E) task needs to be an integral part of the effort. Where applicable, the GOHS staff will assist in the development and coordination of any public information activities.

Public Information and Education activities shall be included in monthly activity reports and the final reports. Copies of PI&E materials should be included as an attachment to these reports.

To be eligible for reimbursement, expenditures of funds for public information activities must have prior approval of GOHS. All public information material should recognize the support of GOHS, National Highway Traffic Safety Administration and/or Federal Highway Administration as applicable.

Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

Federal highway safety funds cannot be used to pay the costs of advertising space or time unless special written permission has been granted by GOHS. GOHS may also seek approval from The National Highway Traffic Safety Administration.

22. PRODUCED MATERIALS/ ITEMS

Materials/items produced as part of the grant shall indicate that the project is sponsored by the Governor's Office of Highway Safety. All public awareness/education materials/items developed as a part of a highway safety grant are to be submitted in draft to GOHS for written approval prior to the final production and/or distribution. Prior to submission of the request for payment of such material/item, the sub-recipient shall submit to GOHS all materials/items produced as part of the grant.

23. OBSERVANCE OF NATIONAL SAFETY CAMPAIGNS

All sub-recipients shall assist the Governor's Office of Highway Safety in promoting the observance of safety campaigns throughout the grant year. These include but are not limited to National Child Passenger Safety Week (September); Pedestrian Safety Month (October), Click It or Ticket (May and November), Drive Sober or Get Pulled Over (Operation Zero Tolerance) (July, September, and December), 100 Days of Summer H.E.A.T. (summer months), and Operation Southern Slow Down (summer months).

24. SELF-SUFFICIENCY ASSURANCE

State and local agencies must demonstrate the willingness and the ability to assume the costs of continuing activities after highway safety funding assistance has been terminated. The level of activity on continuation projects should extend to a point in the future substantially beyond the project expiration date. There should not be a significant reduction of the level or thrust of the effort.

25. SUBCONTRACTS

If a sub-recipient needs to obtain a contract to perform certain phases of the work outlined in the approved grant, a subcontract may be initiated. GOHS must give written approval of the subcontract prior to its execution. The subcontract must cover the work to be accomplished by the subcontractor as approved within the applicable grant application. All costs associated with contractual services must meet the same requirements for reimbursement as those for the sub-recipient.

26. TRAVEL

Travel costs must be directly related to work under the highway safety grant or incurred in the normal course of administering the grant. Reimbursement should be consistent with those costs normally allowed by the sub-recipient agency in its regular operations.

Should a sub-recipient not have a specific written travel reimbursement policy, the State of Georgia Travel Regulations should be used. Travel costs are only reimbursed for those funded by the grant unless prior written approval is obtained from GOHS.

Out-of-state travel must be approved by GOHS *prior* to making travel arrangements. Travel arrangements

include conference registrations, flights, hotel, etc. The sub-recipient must have funds available in their grant to cover the expenses. If a budget revision is necessary to cover expenses, the revision must be approved prior to commencement of travel. All requests for out-of-state travel must be submitted in the GOHS grant management system on the Travel Authorization Form. Please provide GOHS at least one month to grant approval. Unforeseen travel expenses may be reimbursed with the GOHS Director's (or designee) approval. On some occasions, GOHS may hold workshops, conferences, etc. and directly pay the associated travel costs of attendees. Sub-recipients must maintain these costs separate from their regular grant record to prevent confusion during an audit or review.

27. PERFORMANCE

This grant may be terminated, or fund payments discontinued by GOHS where it finds a substantial failure to comply with the provisions governing these funds or regulations promulgated, including those grant conditions or other obligations established by GOHS. In the event the sub-recipient fails to perform the services described herein, and has previously received financial assistance from GOHS, the sub-recipient shall reimburse GOHS the full amount of the payments made.

However, if the services described herein are partially performed, and the sub-recipient has previously received financial assistance, the sub-recipient shall proportionally reimburse GOHS for payments made. This grant agreement may also be terminated due to non-availability of funds.

28. GRANT CLOSEOUT PROCEDURES

Upon completion of the grant, settlements of adjustment and payments shall be made after final claims for reimbursement and final program reports are received. Grants may be suspended, payments may be withheld, or sub-recipients may be prohibited from incurring additional expenses, if a sub-recipient has failed to comply with the stipulations, standards or conditions of the grant awarded.

GOHS may terminate any grant, in part or in whole at any time before the completion of the grant, whenever it is determined that the sub-recipient has failed to comply with the conditions of the grant. Also, a grant may be terminated when both parties agree that continuation of the grant would not produce beneficial results. Provisions for project termination are further detailed in the grant agreement and should be reviewed prior to approval.

All grant funded purchases must be requested, purchased, invoiced, and delivered prior to September 30.

29. APPLICABLE FEDERAL REGULATIONS:

Sub-recipients must comply with all applicable federal and state laws and requirements including:

- 2 CFR part 225 - Cost Principles for State, Local and Indian Tribal Government
- 2 CFR Part 220 - Cost Principals for Educational Institutions
- 2 CFR 200.500 - Audit of State and Local Governments, Non-Profit Organizations
- 2 CFR part 230 - Cost Principles for Non-profit Organizations

30. APPLICABLE STATE REGULATIONS:

- O.C.G.A. § 10-12-1 (Electronic Signatures)

Note: State of Georgia: <https://law.justia.com/codes/georgia/2010/title-10/chapter-12/>

31. AUDIT REQUIREMENTS

Sub-recipient agrees to comply with the following audit requirements:

Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions 2 CFR part 200, subpart F.

An entity includes not only the sub-recipient, but also the entire jurisdiction. As an example, if your agency were a city police department the entity would encompass the entire city. If your agency were a county agency, the entity would encompass the entire county. Therefore, to determine if your agency falls within the requirements to submit an audit, the federal funds for the entire city, county, etc. must be considered, not just

the funds expended in your grant.

The audit requirements are established to determine whether (a) financial operations are conducted properly, (b) the financial statements are presented fairly, (c) the organization has complied with laws and regulations affecting the expenditure of federal funds, (d) internal procedures have been established to meet the objectives of federally assisted programs, and (e) financial reports to the Federal Government contain accurate and reliable information. In an organization wide audit, GOHS funds must be clearly identified using the applicable Catalog of Federal Domestic Assistance (CFDA) number or the Assistance Listing Number.

Audits shall be carried out in accordance with generally accepted auditing standards as adopted by the American Institute of Certified Public Accountants Guidelines for the Audit of State and Local Governments, as well as the booklet "Standards for Audit of Governmental Organizations, Programs, Activities and Functions," by the Comptroller General of the United States and 2 CFR part 200, subpart F.

The audit report must include as a minimum the following:

- Financial statements including a supplemental schedule covering federal funds expended during the audit period.
- A study and evaluation of the recipient's internal control system.
- A study and evaluation of the contracting agency's compliance with the laws and regulations for federally funded programs.
- A schedule of all questioned costs and incidents of noncompliance related to the federally funded project.

The sub-recipient's response to all findings and questioned costs, including corrective action taken or planned and the disposition of questioned costs, must accompany the audit report. This information must be sent to GOHS within 30 days of receipt of the audit report.

Failure to furnish an acceptable audit, as determined by the state and/or federal cognizant audit agency, may be a basis for denial and/or refund of federal funds. Federal funds determined to have been misspent are subject to refund or other resolution.

32. ACCESS TO RECORDS

The Governor's Office of Highway Safety, the Comptroller General of the United States, or any of their authorized representatives, shall have the right to access any pertinent books, documents, papers, equipment purchased with federal funds, and records of the sub-recipient or subcontractor for the purpose of making audits, examinations, excerpts and transcripts.

33. COMPLIANCE WITH STATEWIDE REPORTING REQUIREMENTS

The sub-recipient, as a condition of the grant, must comply with all state criminal justice reporting requirements mandated by law, or agency regulation. This includes but is not limited to the following Sections of the Official Code of Georgia Annotated.

- 24-3-17 Admissibility of certified copies of records of Department of Public Safety or Department of Driver Services or comparable agencies in other states; admissibility of computer transmitted records
- 40-6-278 The commissioner of transportation shall prescribe, by rule, uniform motor vehicle accident reports and reporting procedures that shall be used by all police officers, whether state, county, or municipal.
- 40-13-1 The commissioner of driver services shall develop a uniform traffic citation and complaint form for use by all law enforcement officers who are empowered to enforce the traffic laws and ordinances in effect in this state.
- 36-70-20 Service Delivery Strategy Act

34. COURT PAY

The Governor's Office of Highway Safety cannot reimburse expenditures for court pay. Section 24-10-27 of the Official Code of Georgia Annotated, entitled witness fee for police officers, etc., indicates that expenditures for court pay to law enforcement officers shall be paid by the governing body authorized to disperse public funds for the operation of the court. Therefore, no federal funds can be utilized to supplant these local funds.

35. NONDISCRIMINATION

The State highway safety agency and subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin)
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964)
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964)
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government; and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

During the performance of this contract/funding agreement, the contractor/funding recipient agrees:

- To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate,
- including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

36. BUY AMERICA ACT

The State and each subrecipient will comply with provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

37. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

- a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus area firms are used when possible.
- b) Affirmative steps must include
 1. Placing qualified small and minority businesses and women's business enterprise on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listing in paragraphs (b)(1) through (5) of this section.

38. DOMESTIC PREFERENCES FOR PROCUREMENTS

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all

subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

- “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

39. POLITICAL ACTIVITY (HATCH ACT)

The state and sub-recipient will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

40. CERTIFICATION ON CONFLICTS OF INTEREST – NHTSA Disclosure

Applies to subrecipients as well as States

General Requirements

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in such subaward. Such a financial or personal interest would arise when the employee, officer, or agency, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based upon this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a) The code or standards shall provide that the recipient’s officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b) The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipients shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No state or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy.

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possibly, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue to award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees, or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

41. CONFLICT OF INTEREST

Personnel and other officials connected with this grant shall adhere to the requirements given below:

1. No official or employee of a state or unit of local government or of non-government grantees/sub-recipient shall participate personally through sole approval or disapproval of a grant application or a grant's budgetary matters, when doing so would create a conflict of interest, potential conflict of interest, or appearance of impropriety.
2. Appearance: An appearance of a conflict exists when a reasonable person would conclude from the circumstances that an employee's ability to protect the public interest, or perform public duties, is compromised by personal interests. An appearance of conflict could exist even in the absence of a true conflict. In the use of these grant funds, officials, or employees of state or local units of government and non-governmental grantees/sub-recipient shall avoid any action which might result in, or create the appearance of:
 - Using his or her official position for private gain;
 - Giving preferential treatment to any person;
 - Losing complete independence or impartiality;
 - Making an official decision outside official channels; or
 - Affecting adversely the confidence of the public in the integrity of the government or the program.
3. The sub-recipient certifies that the provisions of the Official Code of Georgia Annotated, Section 45-10-20 through 45-10-28, as amended, which prohibits and regulates certain transactions between certain state officials, employees, and the state of Georgia, have not been violated and will not be violated in any respect.

42. COPY RIGHT

Except as otherwise provided in the terms and conditions of this grant, the sub-recipient or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or GOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or GOHS purposes:

- the copyright in any work developed under this grant or through a contract under this grant; and,
- any rights of copyright to which a grantee or sub-recipient purchases ownership with grant support.

The federal government's rights and/or GOHS's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

43. RECORD RETENTION

All financial, statistical, and other pertinent records shall be retained for at least three (3) years after submission of the final expenditure report. In the event any litigation, claims or audit has been initiated involving sub-recipient's records before the end of the three period, the records will be retained for three (3) years after the litigation, claim or audit is resolved. Non-expendable property records shall be retained for three (3) years after the disposition of the property.

44. SAFETY BELT UTILIZATION AND COMPLIANCE WITH GEORGIA'S SAFETY BELT AND CHILD RESTRAINT LAWS

Sub-recipients must have a written agency seat belt policy. Emphasis will be placed on encouraging each employee to use safety belts and comply with Georgia safety belt and child restraint laws.

45. CONFIDENTIAL INFORMATION

Any reports information, data given to or prepared or assembled by the sub-recipient under this grant which GOHS requests to be kept confidential shall not be made available to any individual or organization by the sub-recipient without prior written approval GOHS.

46. DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The state and sub-recipient will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The sub-recipient's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
 1. Abide by the terms of the statement.
 2. Notifying the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- d. Notifying the agency within ten (10) days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction.
- e. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agencies.
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all paragraphs above.

This certification is required by the federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, require certification by state agency grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when GOHS determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension, or termination of the grant; or government-wide suspension or debarment.

47. SPECIALIZED EQUIPMENT/OCCUPANT PROTECTION DEVICE PURCHASES

Costs for the following items are subject to compliance with any applicable standards and specifications

established by NHTSA, the Research and Special Programs Administration, The American College of Surgeons or by other nationally recognized standard-setting agencies (or by state standards and specifications, as long as they are at least as stringent as applicable national standards and specifications.): 1) police traffic radar and speed measuring devices and costs for re-certification of such devices used by the police and 2) Alcohol/drug testing devices and costs for re-certification of such devices.

Child restraint devices purchased with Highway Safety grant funds must meet Federal Motor Vehicle Safety Standard 49 CFR 571.213. Bicycle helmets purchased with Highway Safety grant funds must meet 16 CFR Part 1203 (Consumer Product Safety Commission) standards or those of the Snell Memorial Foundation.

48. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

The state will comply with FFATA guidance by reporting to FSRS.gov for each sub-grant award:

- a) Name of the entity receiving the award;
- b) Amount of the award;
- c) Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- d) Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- e) Sub-recipient's Unique entity identifier (formerly DUNS);
- f) The names and total compensation of the five most highly compensated officers of the entity if—of the entity receiving the award of the parent entity of the recipient, should the entity be owned by another entity;
 - i) The entity in the preceding fiscal year received –
 1. Eighty percent (80%) or more of its annual gross revenues in Federal awards; and
 2. \$25,000,000.00 or more in annual gross revenues from Federal awards; and
 - ii) The public does not have access to information about the compensation of the senior executives of the entity 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;
- g) Other relevant information specified by the Office of Management and Budget guidance.

49. COMPLIANCE AGREEMENT

The sub-recipient agrees to abide by all Terms and Conditions including “Special Conditions” placed upon the grant award by GOHS. Failure to comply could result in a “Stop Payment” being placed on the grant and/or repayment by the sub-recipient of costs deemed unallowable.

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Governor's Office of Highway Safety determines to award the covered transaction, grant or cooperative agreement.

50. RACIAL PROFILING

If any agency or organization is found to have engaged in “racial profiling,” GOHS reserves the right to terminate the grant immediately. The term “racial profiling” means the practice of a law enforcement officer relying, to any degree, on race, ethnicity, or national origin in selecting individuals to subject to routine investigatory activities, or in deciding upon the scope and substance of law enforcement activity following the initial routine investigatory activity, except that racial profiling does not include reliance on such criteria in combination with other identifying factors when the law enforcement officer is seeking to apprehend a

specific suspect whose race, ethnicity, or national origin is part of the description of the suspect (U.S. H.R. 2074).

51. LOBBYING

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

52. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

53. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to

other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://lwww.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment. Suspension. Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

54. POLICY TO BAN TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging while Driving, sub-recipients are encouraged to:

- A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving:
 - Company-owned or Government-owned, leased or rented vehicles; or
 - Privately-owned when on official Government business or when performing any work on or behalf of the Government.
- B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

55. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and sub-recipients will not use 23 USC Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

56. LAW ENFORCEMENT VEHICULAR PURSUITS

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect. (23 U.S.C 402(j))

57. ACTIVITY HOURS- LAW ENFORCEMENT/PROSECUTOR

Federal grant funds may not be used for activities considered “general costs of government” (2 CFR § 200.444) according to long-standing Federal law, codified in the government-wide rule for Federal grants (the Supercircular), unless specifically allowed under the Federal statute or regulation. The rationale is that Federal funds should not support costs incurred by a State or locality in the ordinary course of conducting its own affairs. General costs of government include salaries and other expenses associated with government operation. The Supercircular specifically identifies “police” (i.e., law enforcement) and “prosecutors,” who carry out government services normally provided to the general public. (2 CFR § 200.444 (a) (4-5))

- Training for a non-grant-related purpose, such as to satisfy employer or professional requirements, and compensations costs for the time spent in that training are **NOT** allowable costs. (EX: General POST training to maintain certification is not an allowable expense)
- Cell phones, cell phone service, body cameras, etc. are not allowable since they are generally assigned to a single person and considered “General Costs of Government.”

58. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCES SERVICES OR EQUIPMENT

States and subrecipients are prohibited from obligating or expending loan or grant funds to:

4. Procure or obtain;
5. Extend or renew a contract to procure or obtain; or
6. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - b) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

59. SEXUAL HARASSMENT PREVENTION

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

A contractor, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

1. If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

- (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
2. If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT SPECIAL CONDITIONS

H.E.A.T. Law Enforcement

The Georgia Governor's Office of Highway Safety (GOHS) is pleased to award this grant, with the following **special conditions**:

All GOHS grantees are expected to fulfill the following requirements in addition to the terms and conditions in the attached grant application:

1. All grantees are **required** to promote Georgia's safety belt laws, to include the necessity of drivers and passengers wearing safety belts and placing children in age/height appropriate child safety restraints. The most current information can be found on the GOHS website.
2. All grantees are **required** to publicize their GOHS Awarded grant with the media, utilizing print, radio and/or television. This announcement must receive prior approval from GOHS before releasing to the media. It must be made within the first (1st) quarter of the approved grant. A copy of the actual announcement must be forwarded to GOHS. Records **must** be kept and provided to GOHS of all print media articles related to the grant as well as a copy of all announcements sent to radio and television stations. If possible, please provide radio/television station verification of the dates and times when announcements were aired.
3. **All printed items** produced with grant funds or ordered and paid for by this grant must receive prior approval from GOHS and include the current GOHS logo and/or a statement that says either, "*This project is funded by the Georgia Governor's Office of Highway Safety*" or "*The Georgia Governor's Office of Highway Safety is a full partner in this program.*" Photo or scan of final produced item shall be attached with the invoice when filing for reimbursement.
4. All equipment must be purchased within the first 90 days after the grant award effective date. Equipment with a cost of \$5000.00 or more must be approved by GOHS and NHTSA prior to purchase. The agency must ensure that their local procurement policies as well as the Buy America Act are followed.
5. H.E.A.T. activity hours are a condition of the project. GOHS will no longer reimburse based upon a salary of an individual. Please review full Grant Terms and Conditions for further regarding the "General Cost of Government" regulations.
6. Qualified Officers/Deputies assigned to H.E.A.T. activity hours must provide documentation showing hours worked AND hours worked on the project along with enforcement activity on a monthly basis. This documentation will be submitted via GOHS Form 203.
7. Qualified officers/deputies assigned to H.E.A.T. activity hours must have sufficient training in traffic enforcement, including, but not limited to Radar, Laser, Standardized Field Sobriety, ARIDE, etc. The unit must have at least one certified Drug Recognition Expert (DRE) and Child Passenger Safety Technician (CPST).
8. Grantees receiving funds from GOHS must submit programmatic and claim reports MONTHLY, by the 20th of the following month. Monthly reports must document and support the objectives and activities outlined in grant. No financial claim will be processed without a programmatic report, which supports the expense.
9. Grant amendments, if needed, must be submitted in the GOHS grant management system prior to June 30th.
10. As the grant period ends (September 30th), grantee must submit "Final Report" highlighting objectives met/unmet, major accomplishments, etc. The established due date will be provided by GOHS within the GOHS closeout letter prior to the end of fiscal year.

GOVERNOR'S OFFICE OF HIGHWAY SAFETY GRANT SPECIAL CONDITIONS

H.E.A.T. Law Enforcement

11. All grant programs **must** have an evaluation component that is approved by the Governor's Office of Highway Safety.
12. The Grantee **must** participate in a regional Traffic Enforcement Network. This should include monthly meetings, local safety events and campaigns, and press events.
13. All grant programs must cooperate fully with entities dealing with traffic safety issues to include but not limited to: MADD, SADD, Safe Kids, Public Health, other enforcement agencies, etc.
14. Law enforcement grantees are encouraged to seek out community partners for the purposes of promoting traffic safety education. These include, but are not limited to, school, civic associations, faith-based organizations, and private businesses.
15. Traffic safety education is an important component of the HEAT Program. Education programs should include information on Georgia's Move-Over Law as well as Georgia's Seat Belt Law.
16. The Grantee must participate in Click-it or Ticket, Drive Sober or Get Pulled Over (Operation Zero Tolerance), Operation Southern Slow Down, Thunder Task Force, and other National Highway Safety campaigns and report enforcement numbers for each campaign in the GOHS online reporting www.gareporting.com . Media release templates for campaigns will be provided by GOHS for local customization and release by HEAT agencies.
17. The Grantee must participate in the Governor's Challenge Program by submitting a Governor's Challenge application package and attending the annual awards banquet. The due date will be in Mid-May, 2024.
18. GOHS grantees must submit crash reports electronically to GDOT (GEARS).
19. Grantees are required to maintain the H.E.A.T. color scheme on vehicles participating in the project. These vehicles shall be Black with silver/ grey lettering (see specification sheet).
20. Unless otherwise dictated by the employing agency's policy and/or agency's management, H.E.A.T. officers must issue 1205 suspensions when applicable under Georgia law and must attend all ALS Hearings.
21. Grantee must report when any vehicle purchased with GOHS funds is involved in a crash. A copy of the police report, along with other supporting documents and photographs, must be submitted to GOHS within 30 days after the crash.
22. Grantees must obtain prior approval from GOHS before any out of state travel. A **Travel Authorization Form** must be completed and approved in the GOHS grants management system prior to making ANY travel arrangements. Claims and Progress Reports must be up-to-date prior to approval. In addition, the agency/organization policies for travel must also be adhered to. If there are no policies, GOHS travel policies must be followed.
23. Each participating law enforcement agency will conduct checkpoints and/or saturation patrols on at least four nights during the National impaired driving campaign and will conduct checkpoints and/or saturation patrols on a quarterly basis throughout the remainder of the year.

Please direct any questions about your grant and/or these conditions to
Roger Hayes at rhayes@gohs.ga.gov or 404-656-6996.

SECTION 4 – SPECIFY TYPE OF ACTION(S). CHECK ALL THAT APPLY TO THIS REQUEST.

<input type="checkbox"/>	Deactivate Supplier Profile <i>(Enter justification in Section 6)</i>		
<input type="checkbox"/>	Reactivate Supplier Profile		
<input type="checkbox"/>	Add New Bank Account <i>(Must complete Section 3)</i>		
<input type="checkbox"/>	Change Existing Bank Account <i>(Must complete Sections 1 & 3)</i>		
<input type="checkbox"/>	FEI/TIN Change <i>(Cannot be changed if 1099 applicable)</i>		
<input type="checkbox"/>	Supplier (Business) Name Change		
<input type="checkbox"/>	Add Additional Business Address <i>(Must complete Section 2)</i>		
<input type="checkbox"/>	Change Existing Business Address <i>(Must complete Sections 1 & 2)</i>		
<input type="checkbox"/>	Non- 1099 Applicable	<input type="checkbox"/>	1099 Applicable
<input type="checkbox"/>	1099-M	Enter Code	<input type="checkbox"/> <i>(Required for Form 1099-M)</i>
<input type="checkbox"/>	1099-N	Code	<input type="checkbox"/> 01 <i>(01 is the only code available for the 1099-NEC)</i>
<input type="checkbox"/>	1099 ADDR ID#	<input type="checkbox"/>	<i>(Enter Address ID # where to mail 1099)</i>
<input type="checkbox"/>	Other <i>(Provide Details in Section 6)</i>		

SECTION 5 – TYPE OF BUSINESS (Check All That Apply)

BUSINESS CERTIFICATIONS – CHECK ALL THAT APPLY				MINORITY BUSINESS ENTERPRISE (51% Owned):					
<input type="checkbox"/>	*Small Business	<input type="checkbox"/>	Women Owned	<input type="checkbox"/>	Hispanic – Latino	<input type="checkbox"/>	African American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	GA Resident Business	<input type="checkbox"/>	Minority Business Certified	<input type="checkbox"/>	Asian American	<input type="checkbox"/>	Pacific Islander	<input type="checkbox"/>	Not Applicable

*Based on Georgia law (OCGA 50-5-21) (3) "Small Business" means any business which is independently owned and operated. Additionally, such business must either have 300 or less employees OR \$30 million or less in gross receipts per year.

SECTION 6 – ADDITIONAL SUPPLIER COMMENTS (Required if the "Other" or "Deactivate" boxes are checked in Section 1

By my signature, I certify that all reasonable effort has been made to submit information that is complete, accurate, true, and is associated with the supplier's name and Tax ID listed below.

Liaison Name: _____ Agency BU#: _____
 Signature: _____ Date: _____
 Email: _____ Phone: _____



SUPPLIER (VENDOR) MANAGEMENT FORM

INSTRUCTIONS FOR SUPPLIERS

SECTION 1- AGENCY LIAISON USE ONLY

This section MUST be completed in its entirety unless otherwise indicated in the description boxes below.

New Assigned Supplier ID	Required, if the supplier is unapproved. Select the checkbox and enter the Supplier ID Number.
Existing TeamWorks Supplier ID	Required, if the supplier is approved or inactive. Select the checkbox and enter the Supplier ID Number.
Change Bank Acct – LOC#	Required, if the request is to change the supplier's existing bank information. Select the checkbox and enter the Location in TeamWorks to change.
Change Address - #	Required, if the request is to change the supplier's existing address. Select the checkbox and enter the Address ID number in TeamWorks to change.
Replace Invoicing Address	This option is required to change a Location's Invoice Address. Select the checkbox and enter the Location # and the new AddrID#
Replace Remittance Address	This option is required to change a Location's Remittance Address. Select the checkbox and enter the Location # and the new AddrID#
HCM Vendor	Required, if the request is for an HCM supplier. Select the checkbox.
Statewide Contract (DOAS Use Only)	This option is required for DOAS only. Select the checkbox if the supplier is under an SWC or to identify a supplier as an SWC vendor.
Classification Change	Required, if the request is to change the supplier's current Classification. Circle the new Classification.
Other	Only select this option if the request is not listed in Section 4. Must provide details in Section 6.

SECTION 2 – SUPPLIER IDENTIFICATION (SUPPLIER USE ONLY)

This section **MUST** be completed in its entirety unless otherwise indicated in the description boxes below.

SUPPLIER NAME	Required. If requesting a name change, enter the <i>new</i> supplier's name.
FEI/SSN/TIN	Required. If requesting a TIN change, enter the <i>new</i> FEI/TIN and include an <i>updated</i> W9.
PAYMENT ALT NAME	Optional. <i>SUBMIT AS AN ADDRESS REQUEST</i> <ol style="list-style-type: none"> 1. Complete if payments should use a different name than is indicated above. 2. If requesting to change the Payment ALT name, enter the <i>new</i> ALT name. 3. Do not add the same name that is in the Additional Name field in TeamWorks.
ADDRESS/CITY/STATE/ZIP/COUNTRY	Required. If requesting to change address, enter the <i>new</i> address.
DRIVER'S LICENSE #/DL STATE	Optional (For individuals only).
PHONE NUMBERS	Required. Enter the direct number to the authorized business contact person.
CONTACT EMAIL	Optional.

SECTION 3- BANK ACCOUNT INFORMATION (SUPPLIER USE ONLY)

This section **MUST** be completed in its entirety, for all new suppliers and banking changes/additions for existing suppliers. Payments will be made electronically via the Automated Clearing House (ACH).

ROUTING #	Required. Must be 9-digits.
BANK ACCOUNT #	Required.
GENERAL BANK ACCOUNT	Required. Select if <u>ALL PAYMENTS</u> from <u>ALL AGENCIES</u> should be deposited to the account provided.
SPECIFIC PURPOSE	Required. Select if bank account should be designated for <u>Specific Purpose</u> such as grants, operating accts, Pre-K, etc.
PYMT REMIT EMAIL	Optional, but Recommended to receive notification of payment(s) processed. Enter the email address where to send payment notifications. To add or change a payment remit email address for existing bank information, submit as a bank change request.
PRINTED NAME OF COMPANY OFFICER	Required.
SIGNATURE OF COMPANY OFFICER	Required. Must be the electronic signature embedded in the VMF or an ink signature. Stamps, script fonts, etc. are unacceptable.
DATE	Required. This date cannot be more than 60 days old from the date SAO receives the VMF.

SECTION 4- SPECIFY TYPE OF ACTION(S)

Select all items that pertain to this request. If no selection is made, the form will be rejected.

DEACTIVATE SUPPLIER PROFILE	Select if requesting to deactivate a supplier profile. A justification MUST be provided in Section 6.
REACTIVATE SUPPLIER PROFILE	Select if requesting to reactivate an inactive supplier profile. If the supplier was previously denied approval, select this option.
ADD NEW BANK ACCOUNT	Select when requesting to add bank account information to your profile. Must also complete Section 3 of the form.
CHANGE EXISTING BANK ACCOUNT	Select if requesting to change the current banking information on your profile. Must also complete Section 3 of the form with new bank information.
FEI/TIN CHANGE	Select if changing FEIN/TIN. Enter the new number in Section 2 and submit the current updated W9. <i>*If 1099 applicable, the FEI/TIN cannot be changed*</i>
SUPPLIER (Business) NAME CHANGE	Select if changing supplier/business name. Enter the new name in Section 2 and submit the current updated W9.
ADD ADDITIONAL ADDRESS	Select if adding an <i>additional</i> business address. Enter the additional address in Section 2 of the form.
CHANGE EXISTING ADDRESS	Select if changing current business address. Enter the new address in Section 2 of the form.
NON – 1099 APPLICABLE	Select to change a supplier that is currently 1099 applicable to non-1099 applicable.
1099 APPLICABLE	Select to change a supplier that is currently NOT 1099 applicable to a 1099 supplier.
1099-M/ENTER CODE	Required, if requesting to make a supplier 1099 applicable who will receive a 1099-M (excluding non-employee compensation). Enter the appropriate code in the Code field.
1099-N/CODE	Required, if requesting to make a supplier 1099 applicable who will receive a 1099-NEC for Non-employee Compensation. '01' is the only valid code the 1099-N.
1099 ADDR ID#	Enter the Addr ID number where to mail the Supplier's 1099.
OTHER	Select if the requested action is <i>not</i> listed in Section 4. Must provide request details in Section 6.

SECTION 5- TYPE OF BUSINESS

This section should only be completed if applicable. Please review the category definitions below.

BUSINESS CERTIFICATIONS	
SMALL BUSINESS	Based on Georgia law (OCGA 50-5-21) (3) "Small business" means any business which is independently owned and operated. Additionally, such business must have either less than 300 employees OR less than \$30 million in gross receipts per year.
GEORGIA RESIDENT BUSINESS	Based on Georgia law (OCGA 50-5-121) (2) "Georgia resident business" means any business that regularly maintains a place from which business is physically conducted in Georgia for at least one year prior to any bid or proposal to the state or a new business that is domiciled in Georgia and which regularly maintains a place from which business is physically conducted in Georgia; provided, however, that a place from which business is conducted shall not include a post office box, a leased private mailbox, site trailer, or temporary structure.
MINORITY BUSINESS CERTIFIED	Companies desiring to certify as a "minority business enterprise" or a "minority subcontractor" may do so by first submitting an application for the Disadvantaged Business Enterprise (DBE) Certification to GDOT. Only suppliers who have successfully completed the DBE certification process and registered in Team Georgia Marketplace are listed as a "Certified Minority Business Enterprises".
WOMEN-OWNED	Women-owned businesses are not considered minority businesses in the State of Georgia.

SECTION 6 -ADDITIONAL SUPPLIER COMMENTS

This section MUST be completed to "Deactivate" a profile or address if "Other" is selected in Section 4.

Liaison Name	Required. Enter only the name of the certified Agency Liaison submitting the request.
Agency B/U	Required. Enter the Agency's 5-digit Business Unit number.
Signature	Required. Must be the electronic signature embedded in the VMF or an ink signature. Stamps, script fonts, etc. are unacceptable.
Date	Required. The date entered is the date the Agency Liaison signed the VMF. This date cannot be prior to the signature date of the supplier in Section 3.
Email	Required. Enter the Agency Liaison's email address.
Phone	Required. Enter the Agency Liaison's phone number.



AGENDA ITEM

Sheriff's Office

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 540/2023

SUBJECT: Approve the ratification of the application and award of the FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) of the U.S. Department of Justice for the Sheriff's Office to purchase license plate reader cameras in the amount of \$27,259.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. No match is required.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: SJM

Recommendation:
Approval.

Purpose of Request:

Approve the ratification of the application and award of the FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) of the U.S. Department of Justice for the Sheriff's Office to purchase license plate reader cameras in the amount of \$27,259.00, and if awarded, appoint the Grants Manager as the Program Designee, and authorize the Chairman to execute all related application and award documents. No match is required.

History:

Hall County has received the JAG grant since 2006.

Facts and Issues:

Options:

The U.S. Department of Justice is seeking applications for funding of the Edward Byrne Memorial Justice Assistance Grant. This program furthers the DOJ's mission by assisting local and tribal law criminal justice efforts to prevent or reduce crime and violence and to improve the administration of the criminal justice system. This grant requires no match. The Hall County Sheriff's Office will be utilizing this funding to purchase License Plate Reader (LPR) cameras to place on the interstate to assist them in crime investigations and the prosecution of crimes. This grant's mission is to assist with enforcing state and local laws.

Funding Requested \$ 0.00
Are funds within current budget? No
Source of Funds Multiple Grant Fund
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? No
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item? 2023-10-31

Approvals:

Grants	Submit	Approve	Grants
PS	SC	SC	SG
Budget	Finance	Attorney	Administration
EW	WG	WLI	CR
Clerk			
JR			

Attachments:

JAG Award



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

AGENDA ITEM 540/2023

Funds Requested: \$ 0.00

Request Budgeted: No

Proposed Source of Funding:

Budget Transfer Requested:

Multiple Grant Fund

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	250-MULTIPLE GRANT FUND	3310-SHERIFF OPERATIONS	542500-OTHER EQUIPMENT	\$27,259.00
2024	250-MULTIPLE GRANT FUND	3310-SHERIFF OPERATIONS	331110-FEDERAL OPERATING DIRECT	\$-27,259.00

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SM

Phone: (770) 531-6887



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:		HALL COUNTY GEORGIA 2859 BROWNS BRIDGE RD	
City, State and Zip:		GAINESVILLE, GA 30504	
Recipient UEI:		USZBJ4CMC7B6	
Project Title: Hall County Sheriff's Office JAG 2023		Award Number: 15PBJA-23-GG-03332-JAGX	
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation			
Federal Award Amount: \$27,259.00		Federal Award Date: 9/26/23	
Awarding Agency:		Office of Justice Programs Bureau of Justice Assistance	
Funding Instrument Type:		Grant	
Opportunity Category: D			
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
Project Period Start Date: 10/1/22		Project Period End Date: 9/30/26	
Budget Period Start Date: 10/1/22		Budget Period End Date: 9/30/26	
Project Description: Hall County will use JAG funds to purchase License Plate Recognition (LPR) cameras for the roadway that services the inland port. With the addition of the inland port to Hall County, these cameras are needed to increase technology to monitor the influx of commercial traffic through the County.			

Award Letter

September 26, 2023

Dear Paige Smith,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by HALL COUNTY GEORGIA for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$27,259.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

HALL COUNTY GEORGIA

UEI

USZBJ4CMC7B6

Street 1

2859 BROWNS BRIDGE RD

Street 2

City

GAINESVILLE

State/U.S. Territory

Georgia

Zip/Postal Code

30504

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/26/23

Award Type

Initial

Award Number

15PBJA-23-GG-03332-JAGX

Supplement Number

00

Federal Award Amount

\$27,259.00

Funding Instrument Type

Grant

Assistance Listing Number

16.738

Assistance Listings Program Title

Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13962345

Grant Manager Name

Flora Lawson

Phone Number

[202-305-9216](tel:202-305-9216)

E-mail Address

Flora.D.Lawson@usdoj.gov

Project Title

Hall County Sheriff's Office JAG 2023

Performance Period Start

Date

10/01/2022

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2026

Project Description

Hall County will use JAG funds to purchase License Plate Recognition (LPR) cameras for the roadway that services the inland port. With the addition of the inland port to Hall County, these cameras are needed to increase technology to monitor the influx of commercial traffic through the County.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP

that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegmt.training.ojp.gov/>. All trainings that satisfy this condition

include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and

cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain

specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as

maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank,

must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National

Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bj.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and

Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum - (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may

result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

[X]
I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Deputy Assistant Attorney General	Maureen Henneberg	9/21/23 10:17 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

Grants Specialist

Name of Authorized Entity Official

Paige Smith

Signed Date And Time

9/28/2023 10:09 AM



AGENDA ITEM

Sheriff's Office

REPORT TO: Work Session (10/23/23)

REPORT TO: Voting Meeting (10/26/23)

ITEM NO: 547/2023

SUBJECT: Approve the renewal of the Records Management System and Jail Management System's yearly maintenance and support for the Sheriff's Office to CentralSquare Technologies of Lake Mary, FL, in the amount of \$102,591.23.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: SM

Recommendation:
Approve.

Purpose of Request:

Approve the renewal of the Records Management System and Jail Management System's yearly maintenance and support for the Sheriff's Office to CentralSquare Technologies of Lake Mary, FL, in the amount of \$102,591.23.

History:

The original bid was RFP/Q #37-009, which included the purchase of hardware and software. The bid was awarded to Superior, LLC until their name was changed to CentralSquare Technologies.

Facts and Issues:

The service period is January - December 2024; therefore, the renewal crosses fiscal years. The Department is seeking renewal for the full amount of \$102,591.23. A Purchase Order will be issued for the current fiscal year portion in the amount of \$51,295.61.

Options:

Funding Requested	\$ 102,591.23
Are funds within current budget?	Yes
Source of Funds	General
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2023-12-31

Approvals:

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

Attachments:

Financial Supplement
RMS / JMS Invoice



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

AGENDA ITEM 547/2023

Funds Requested: \$ 102,591.23

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

General

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	100-GENERAL FUND	3310-SHERIFF OPERATIONS	521000-PROFESSIONAL SERVICES	\$51,295.61
2025	100-GENERAL FUND	3310-SHERIFF OPERATIONS	521000-PROFESSIONAL SERVICES	\$51,295.62

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: SM

Phone: 770-531-6887



Invoice

Invoice No (1 of 1)	Date	Page
391714	9/8/2023	1 of 6

Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 Hall County, GA
 Sean McCusker
 2859 Browns Bridge Road
 Gainesville GA 30504
 United States

Ship To
 Hall County, GA
 Sean McCusker
 2859 Browns Bridge Road
 Gainesville GA 30504
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1474	Hall County, GA		USD	Net 30	12/31/2023

	Description	Units	Rate	Extended
Contract No. Q-150908				
1	ONESolution JMS VINE Interface - Annual Maintenance Fee ONESolution JMS VINE Interface Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$320.89	\$320.89
2	ONESolution MFR Client-Investigative Leads - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	40	\$32.09	\$1,283.58
3	ONESolution MFR Client-Accident Reporting - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	40	\$85.57	\$3,422.87
4	ONESolution MFR Client-Canine - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$64.19	\$64.19
5	ONESolution Mobile Field Reporting Server - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$8,557.16	\$8,557.16
6	ONESolution MCT Client-No CAD Interface - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	40	\$85.57	\$3,422.87
7	ONESolution State/NCIC Messaging Software - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$3,315.91	\$3,315.91
8	ONESolution Jail Management System - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	25	\$246.02	\$6,150.46
9	ONESolution Jail Commissary - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,176.62	\$1,176.62

Invoice



Invoice No (1 of 1) 391714	Date 9/8/2023	Page 2 of 6
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 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1474	Hall County, GA		USD	Net 30	12/31/2023

	Description	Units	Rate	Extended
10	ONESolution Hand-Held Mass Movement - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$1,283.58	\$1,283.58
11	ONESolution Hand-Held Special Watch - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$1,283.58	\$1,283.58
12	ONESolution Keeffe Commissary Interface-Basic - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$320.89	\$320.89
13	ONESolution Securus Phone System Interface - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$534.82	\$534.82
14	ONESolution Daily Activity - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$962.68	\$962.68
15	ONESolution Fleet Vehicle Maintenance - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$962.68	\$962.68
16	ONESolution JMS Client License for Message Switch - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$42.78	\$42.78
17	ONESolution RMS OpCenter - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$2,139.29	\$2,139.29
18	ONESolution Gang - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$1,668.66	\$1,668.66

Invoice



Invoice No (1 of 1) 391714	Date 9/8/2023	Page 3 of 6
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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1474	Hall County, GA		USD	Net 30	12/31/2023

	Description	Units	Rate	Extended
19	ONESolution Police-to-Citizen - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$2,139.29	\$2,139.29
20	ONESolution PS&J Development & Maintenance - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,818.40	\$1,818.40
21	ONESolution MFR Client-Arrest - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	40	\$64.18	\$2,567.15
22	ONESolution Accident - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$855.71	\$855.71
23	ONESolution Intelligence - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,668.66	\$1,668.66
24	ONESolution Link Analysis - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$2,674.11	\$2,674.11
25	ONESolution Applicant Tracking - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,240.79	\$1,240.79
26	ONESolution RMS Client License for Message Switch - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$42.78	\$42.78
27	ONESolution Barcoding Server License - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$978.73	\$978.73
28	ONESolution Property & Evidence - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$3,101.97	\$3,101.97



Invoice

Invoice No (1 of 1) 391714	Date 9/8/2023	Page 4 of 6
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Superior, LLC, a CentralSquare Company
 1000 Business Center Drive
 Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 Hall County, GA
 Sean McCusker
 2859 Browns Bridge Road
 Gainesville GA 30504
 United States

Ship To
 Hall County, GA
 Sean McCusker
 2859 Browns Bridge Road
 Gainesville GA 30504
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1474	Hall County, GA		USD	Net 30	12/31/2023

	Description	Units	Rate	Extended
29	ONESolution Records Management System - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	25	\$240.67	\$6,016.76
30	ONESolution Problem-Oriented Policing - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$1,283.58	\$1,283.58
31	ONESolution Pawn Shop/Pawn Watch - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$1,283.58	\$1,283.58
32	ONESolution Canine Tracking - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$855.71	\$855.71
33	ONESolution Crime Analysis Plus - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$3,037.79	\$3,037.79
34	ONESolution Professional Standards - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$2,952.22	\$2,952.22
35	ONESolution Quartermaster - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$2,032.33	\$2,032.33
36	ONESolution Civil Processing - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$2,032.33	\$2,032.33
37	ONESolution Residential Security Watch - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$0.00	\$0.00
38	ONESolution Sex Offender - Annual Maintenance Fee Maintenance: Start: 1/1/2024, End: 12/31/2024	1	\$2,524.37	\$2,524.37

Invoice



Invoice No (1 of 1)
391714

Date
9/8/2023

Page
5 of 6

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Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1474	Hall County, GA		USD	Net 30	12/31/2023

	Description	Units	Rate	Extended
39	ONESolution RMS Training Module - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$1,026.86	\$1,026.86
40	ONESolution MFR Client-Citation - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	40	\$85.57	\$3,422.87
41	ONESolution MFR Client-Daily Activity - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	40	\$42.79	\$1,711.44
42	ONESolution Mobile Server Software - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$8,557.16	\$8,557.16
43	ONESolution MFR Client - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	40	\$171.14	\$6,845.73
44	ONESolution MFR Client-Fleet Maintenance - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	40	\$32.09	\$1,283.58
45	ONESolution MFR Client-MOBLAN Version - Annual Maintenance Fee Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$85.57	\$85.57
46	ONESolution Offender Watch Interface Annual Maintenance - Annual Maintenance Fee ONESolution Offender Watch Interface Maintenance: Start:1/1/2024, End: 12/31/2024	1	\$3,638.25	\$3,638.25

Invoice



<i>Invoice No (1 of 1)</i>	<i>Date</i>	<i>Page</i>
391714	9/8/2023	6 of 6

Superion, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

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Bill To
Hall County, GA
Sean McCusker
2859 Browns Bridge Road
Gainesville GA 30504
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Ship To
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United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1474	Hall County, GA		USD	Net 30	12/31/2023

**Please include invoice number(s) on your remittance advice,
made payable to Superior, LLC**

ACH:

Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:

12709 Collection Center Drive
Chicago, IL 60693

Subtotal	\$102,591.23
Tax	\$0.00
Invoice Total	\$102,591.23
Payments Applied	\$0.00
Balance Due	\$102,591.23



AGENDA ITEM

Sheriff's Office

REPORT TO: Work Session (10/23/23)
REPORT TO: Voting Meeting (10/26/23)
ITEM NO: 566/2023
SUBJECT: Approve the purchase for Phase II HVAC Improvements for the Hall County Jail to Trane U.S. Inc. of Doraville, GA, in the amount of \$2,196,647.19.

Meetings:

Work Session Date: 10/23/23

Voting Meeting Date: 10/26/23

Executive Summary:

Presenter: CJS
Recommendation: Approve.

Purpose of Request: Approve the purchase for Phase II HVAC Improvements for the Hall County Jail to Trane U.S. Inc. of Doraville, GA, in the amount of \$2,196,647.19.

History: Trane has been a Hall County vendor for many years and is in good standing.

Facts and Issues: Pricing for the Jail HVAC improvements is based upon the Omnia (U.S. Communities) Purchasing Cooperative contract and Hall County can award contracts through the cooperative. The cost for the HVAC upgrade is \$2,196,647.75.

Options:

COOP Contract ID # Omnia 15-JLP-023

COOP Quote # 27-287113-21-007

Funding Requested	\$ 2,196,647.19
Are funds within current budget?	Yes
Source of Funds	SPLOST VIII
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?	Yes
Has it been reviewed by the County Attorney?	Yes
Is there a deadline for this item?	2023-10-26

Approvals:

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

Attachments:

- Financial Supplement
- Jail HVAC Quote
- Trane Cooperative Contract



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

AGENDA ITEM 566/2023

Funds Requested: \$ 2,196,647.19

Request Budgeted: Yes

Proposed Source of Funding:

Budget Transfer Requested:

SPLOST VIII

No

Funding Source Items:

Fiscal Year	Fund	Division	Account	Amount
2024	324-SPLOST VIII	3326-SHERIFF&JAIL	541300-BUILDING AND IMPROVEMENTS	\$2,036,498.00
2025	324-SPLOST VIII	3326-SHERIFF&JAIL	541300-BUILDING AND IMPROVEMENTS	\$160,149.19

Budget Transfer Items:

Additional Information/Comments:

Contact for Questions: CJS

Phone: 770-531-4959



Trane Turnkey Proposal



Turnkey Proposal For:
Hall County Board Of Commissioners

Local Trane Office:
Trane U.S. Inc.
4000 DEKALB TECHNOLOGY PARKWAY
SUITE 100
Doraville, GA 30340

Local Trane Representative:
Jeff Kellner
Team Leader Service Sales / Energy
Services, North Georgia Southeast Region
E-mail: jkellner@trane.com
Cell: (678) 447-7391
Office Phone: (404) 321-7500

Proposal ID: 3164979
COOP Quote Number: 27-287113-21-007
COOP or Federal Contract ID: Omnia 15-
JLP-023

Date: August 16, 2023



TRANE TURNKEY PROPOSAL

Executive Summary

Trane is pleased to present a solution to help Hall Cnty Bd Of Commissioners reach its performance goals and objectives. This proposed project will enhance your operation by helping you to optimize your resources, improve the comfort in your facility, and reduce energy costs.

We appreciate the effort from Hall Cnty Bd Of Commissioners to assist in the HVAC system analysis and business discussions. Because of your efforts, we were able to develop a proposal that offers Turnkey retrofit service solutions to your specific concerns, based on Trane system knowledge and application expertise.

As your partner, Trane is committed to providing Turnkey retrofit services to help achieve a comfortable building environment for the people who occupy the building. For the people who own, manage and maintain the building, Trane is committed to providing reliable HVAC systems and products that improve performance.

Trane appreciates the opportunity to earn your business. Your investment in the proposed project is \$2,196,647.19 USD. This investment will provide Hall Cnty Bd Of Commissioners with the capability to significantly reduce operating costs and improve comfort conditions in your facility.

We look forward to partnering with Hall Cnty Bd Of Commissioners for your Turnkey retrofits service needs. I will be contacting you soon to discuss the proposal and to schedule the next steps

WE VALUE THE CONFIDENCE YOU HAVE PLACED IN TRANE AND LOOK FORWARD TO PARTNERING WITH YOU.

Jeff Kellner
Team Leader Service Sales / Energy Services, North Georgia Southeast Region, Trane U.S. Inc.



The Warranty Period

Your Trane Limited Equipment Warranty begins when factory-trained and authorized technicians have completed the Trane factory-recommended start-up. The subsequent period represents the most crucial time in the life of your new system.

The warranty you receive with your new system does not include provisions for prescribed maintenance or regular operation and performance inspections. The general terms of the warranty require that Trane system owners take responsibility for operations, calibration, inspections and maintenance of their systems. Failure in any of these areas can have an adverse effect on the equipment and the validity of the warranty. Additionally, issues covered by the warranty may go undetected until after the warranty period has ended.

During the warranty period, it is important that your new system is inspected regularly, per Trane industry-leading service recommendations, by factory trained and qualified technicians. It is also important that service is documented carefully during the warranty period. Warranty claims may require documentation verifying that equipment has been operated and inspected per Trane recommendations. Documentation can be used to help determine the cause of failure, preventing similar occurrences after the warranty has expired.

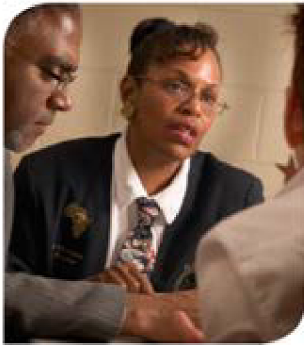
Any warranty issues found during the periodic inspections will be reported immediately. These inspections will feature the use of diagnostic practices developed exclusively for and used by Trane factory trained technicians.



TRANE SERVICE AGREEMENT FOR YOUR TURNKEY PROJECT

Added Value

Proper maintenance can save an estimated 12-18%* of your budget compared to a run-to-fail approach. A Trane Service Agreement is structured to help you manage your lifecycle costs and capture those savings.



Research has shown that regular maintenance can:

Cut unexpected breakdowns by	70-75%*
Reduce downtime by	35-45%*
Lower equipment repairs and maintenance costs by	25-30%*
Reduce energy consumption by	5-20%*

*Source: FEMP O&M Guide—August 2010

In addition to financial value, when you partner with Trane you can expect:

Contract and Financial Benefits

Assigned Service Team - Your service team will consist of a professional Service Coordinator, Service Technicians and an Account Manager, all with extensive HVAC systems experience.

Priority Response - As a Trane Service Agreement customer, you will receive service priority over time and materials customers.

Automated Scheduling System - Trane utilizes a computerized scheduling program to ensure that all services included in the Agreement are performed as stated.

Financial Benefits - The implementation of this support agreement from Trane can help control the costs of operating your building in several ways: Lower energy consumption; reduction in the costs and disruptions caused by downtime; planned, budgeted and controlled operating costs; and reduced maintenance. All of these benefits can be gained through a structured contract for support.

Trane Intelligent Services – 24 x 7 Support

With an active Trane service agreement, you are eligible for Trane Intelligent Services (TIS). A revolutionary integration of technology and Trane professionals, TIS monitors, analyzes and acts to improve the performance of building systems to support your business mission. Three levels of TIS serve a range of needs: Alarm Notification is exclusive to Trane and is included in this agreement. Active Monitoring and Building Performance are optional service levels that may be customized to meet your unique requirements.



Superior Service Delivery

Trane's original equipment manufacturer (OEM) Service Delivery Process

Ensures consistent quality through:

- Focus on building environments
- Uniform service delivery
- Pre-job parts planning
- Documented work procedures
- Efficient and economical delivery of services
- Emphasis on safety

Service Workflow - Trane utilizes an industry-exclusive service flow process that includes detailed procedures and identified steps for: safety, parts, materials, tools and sequence for execution. Trane procedures also include steps for safety, quality control, work validation, and environmental compliance.

This process assures a complete service event. No critical steps are skipped or lost. Systems serviced in this way offer a higher degree of reliability and operational longevity. These exclusive service procedures deliver superior service and most reliable outcomes at the most cost-effective price.

Where applicable, the Trane service process meets or exceeds ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.

Knowledge Transfer

Documentation - Work performed on your equipment will be documented by the technician and reviewed with you at the completion of each visit.

Operational System Optimization - Trane Service Technicians will review operating sequences and practices for the equipment covered by the Agreement and advise you of operational improvement opportunities.

Training for Facility Staff – Operator training and coaching is available per the service Agreement. Additional training can be customized to meet your site specific needs.

Health and Safety

Safety Management Program - Trane Building Services employs several full-time Occupational Safety and Health Administration (OSHA) 30-hour certified safety managers who are available to perform safety consultations relating to the service performed at your site. Our Safety Management Program includes monthly safety training for all Trane Building Services field personnel, field supervisor jobsite audits, technician job safety analyses and other key risk assessments and control strategies.

Personal Safety - Trane service technicians are, at a minimum, OSHA 10-hour certified, or equivalent with yearly retraining on all key occupational safety and health topics. Many of our technicians have participated in "Smith Safe" driver training and some are Department of Transportation (DOT) Hazmat certified. They are provided with up-to-date personal protective equipment (PPE), training on its use and limitations, and FR protective apparel. Trane maintains an industry-leading position in National Fire Protection Agency (NFPA) 70E Electrical Safety, technician ergonomics and fall protection programs.

Drug-Free Workplace - Trane Building Services maintains a Drug-Free Workplace, with a robust drug and alcohol testing program.



Prepared For:
Hall County Board Of Commissioners

Date:
August 16, 2023

Job Name:
Hall County Jail - Phase II

Proposal Number:
3164979

Delivery Terms:
Freight Allowed and Prepaid – F.O.B Factory

Payment Terms:
Net 30

State Contractor License Number:

Proposal Expiration Date:
30 Days

Scope of Service: Executive Summary

- Install (3) Energy Recovery Units
 - *As specified – in the Improvement Drawings*
- Install (1) Make-Up Air Units
 - *As specified – in the Improvement Drawings*
- Install (5) Air Handling Units
 - *As specified – in the original Improvement Drawings*
 - *AHU-A1, AHU-A2, AHU-A3, AHU-A4, AHU-A5*
- Install (1) RTU Chilled Water Air Handling Units
 - **Unit Overview - UCCAG03C1G0HP043000000BD898BB1DC0E000BD**
 - *AHU-H1.8*
- Install -2 dehumidifiers.
 - **BCVE024 500 cfm**
- Complete Conversion from JCI DDC Controls to Trane SC + Ensemble
 - *As specified below.*
 - *This scope will allow for complete control of the entire HCO Jail Facility with no dependence for HVAC Control on other providers.*
- **Project Design:**
 - *Trane intends to complete this project in full stages to allow for minimum downtime in each area of the jail. Rental contingencies can be offered for additional funds. Equipment downtime will be required.*

- Project carries a 1 Year Parts and Labor on all other associated components
- TRANE to provide routine project oversight through OSHA-certified Project Manager Professional
- Start Up and Owner Orientation on all associated components of the new system
- Performance bond and all associated permits included in the project
- TRANE safety standards – project reviewed and audited by TRANE EH&S (Safety) Manager
- TRANE will and has included coordination with associated controls components
- This project is considered Turnkey.

Scope of Service: Detailed

Mechanical Services – Worked performed according to existing engineered plans

- Submit all associated product data/submittals to Hall for acceptance prior to project commencement.
- Present and discuss acceptance with Hall County Leadership
- Install (3) Energy Recovery Units - *As specified – in Improvement Drawings*
- Install (1) Make- Up Air Units - *As specified – in Improvement Drawings*
- Install (5) Air Handling Units - *As specified – in original Improvement Drawings*
 - AHU-A1, AHU-A2, AHU-A3, AHU-A4, AHU-A5
- Install (1) RTU Chilled Water Air Handling Units
 - AHU-H1.8
- Install -2 dehumidifiers.
 - BCVE024 500 cfm
- Purchase and install all sheet metal and offsets required to accommodate new ERU.
- Furnish and Install new insulation where required – to match existing internally lined ductwork
- Furnish and Install, where needed, chilled water insulation piping – 1.5” ASJ – Aluminum Jacketed Insulation.
- Furnish and Install, where needed, adapter curb for unit offsets.
- Supply and Install New Chilled Water Control Valves to allow for precise chilled water control at units
 - Design allows for a 5-6F offset at each unit
 - Savings recognized through this process
- Clean all debris and dispose of it properly on a daily basis.
- Furnish all incidental equipment required to complete this work. This includes, but is not limited to, hoisting, Forklifts, scissor lifts, safety equipment, tools, Dumpsters, transportation, welding machines and supervision.
- Provide fit-out materials as needed (i.e., thermometers, Pete’s Plugs, etc.).
- Start-up by Trane Factory Technician.
- Follow all Hall County and Trane safety regulations as required.
- Provide Test and Balance Services for validation of AHU & ERU performance.
 - Note system will be balanced at the current state.

Electrical and Controls Installation Services:

- Adjust wiring to accommodate new electrical offsets required for each unit.
 - Disconnect – reconnect electrical circuitry for each unit.
 - Low voltage termination and reconnection included.

Trane will furnish Submittal drawings, Material, Installation, Programming, and Commissioning of a Trane Tracer BAS system for the following HVAC systems/equipment:

A. Trane Tracer Ensemble Facility Management System

1. All equipment replaced or retrofitted under the phase 2 scope of work is to be networked to the Tracer Ensemble FMS installed during phase 1.
2. Furnish and install additional Tracer SC+ controller to expand system capacity.
3. Remove existing JCI building controllers and enclosures. Return to the owner.
4. Furnish the standard status page and standard equipment graphics.
5. Furnish custom floor plan graphics.

NOTE: Trane excludes replacement or repairs to existing security or fire alarm systems. Hardwire interlocks to new equipment shall be accomplished using existing relays, wiring, and conduits. BACnet integration of the existing fire alarm system includes monitoring of alarms and status only; control is to be maintained by the existing system.

B. Mechanical Plant

1. Furnish and install controls for the following:
2. (1) Centrifugal Chiller
Tag: CH-1
 - a. Furnish and install DDC controller and end devices for enable and status monitoring of existing centrifugal chiller
 - b. Furnish new control valves, flow meters, temperature sensors, and BTU meters as shown. Installation by others.
 - c. Furnish and install end devices for control and status monitoring of EF-CP-1.
 - d. Furnish and install the outdoor temperature and humidity monitoring station.
 - e. Includes installation of refrigerant monitor, sensors, indicating, and associated wiring.
 - f. Excludes providing refrigerant monitors, sensors, and indicating devices
3. (1) Cooling Tower
Tag: CT-1
 - a. Furnish and install end devices for control and status of cooling tower fan.
 - b. Variable frequency drive with BACnet card provided and installed by others.
 - g. Furnish control valves and temperature sensors as shown. Installation by others.
 - h. Furnish wiring for chemical treatment, basin heater, level control, and vibration switches.
 - i. Excludes level control, level probes, valve, and water meter for make-up water system
4. (3) Chilled Water and Condenser Water Pumps
Tag: CWP-1, CHWP-1, & CHWP-2
 - a. Furnish and install end devices for interlock, control, and status of (2) chilled water pumps.
 - b. Furnish and install end devices for interlock, control, and status of (1) condenser water pumps.
 - c. Variable frequency drive with BACnet card provided and installed by others.

C. (5) Trane Air Handling Units

Tag: AHU-A1 – A5 & AHU-H1.8

1. DDC controller with end devices provided factory installed with the equipment. Interface to the TracerFMS
2. Furnish and install a 2-way chilled water control valve.
3. Furnish and install duct static pressure sensors for multi-zone VAV AHUs (AHU-A1 & A4 only).
4. Furnish and install interlock to associated fire alarm system devices for AHU shutdown.
5. Excludes providing or installing dampers.
6. Variable frequency drive with BACnet card furnished and installed by others.
7. Disconnect the existing hardwire interlock to the existing security and fire alarm system prior to the existing unit demolition. Reconnect existing hardwire interlocks at the new AHU controller. Trane will provide the status of each AHU back to the security system through the existing hardwire interface to the security system controller.
8. Includes interlock to corresponding EF for enable and status monitoring.

D. (3) Trane Energy Recovery Units

Tag: ERU-A1 – A3

1. Furnish and install communication interface to manufacturer provided BACnet card.
2. Furnish and install interlock from associated AHU for remote enable/disable control of ERU.
3. Furnish and install entering and leaving supply and exhaust air temperature sensors.
4. Furnish and install interlock of fire alarm system device to ERU for local shutdown.
5. Excludes providing and installing airflow monitoring stations.
6. Damper actuators to be provided with the equipment.
7. Excludes providing and installing control devices specified to be provided with the equipment.

E. (2) Trane Makeup Air Unit

Tag: MAU-A4

1. Furnish and install communication interface to manufacturer provided BACnet card.
2. Furnish and install entering and leaving supply and exhaust air temperature sensors. (qty 4)
3. Furnish and install the interlock of the fire alarm system device to MAU for local shutdown.
4. Excludes providing and installing airflow monitoring stations.
5. Damper actuators to be provided with the equipment.
6. Excludes providing and installing control devices specified to be provided with equipment.

F. (17) Hydronic Fan Coil Units

Tag: FCU-CP1, CP2, A4.1 – A4.3, A1 – A4, & H1.1 – 1.8

1. Replace existing FCU BACnet communicating thermostat with new. Interface to existing control wiring and return old devices to owner.
2. Furnish new chilled water control valve. Installation by others.
3. Reconnect interlock of fire alarm system device to FCU for local shutdown (as applicable).

G. (17) Variable Volume Terminal Units

Tag: VAV-1-1 – 1-12 & 4-1 – 4-

1. Furnish and field install retrofit DDC controller with damper actuator.
2. Remove existing controller and end devices and return to owner.
3. Furnish and install space temperature and discharge air sensors to replace existing end devices at their current locations.
4. Assumes power at the terminal unit is 24V and able to be reused. Connect new terminal unit controller to existing power supply.

H. (3) Supply Fans

Tag: SF-A4.1 – A4.3

1. Furnish and install DDC controller and end devices for enable and status monitoring.
2. Furnish and install control wiring to modulate natural gas heating valve
3. Reconnect hardwire interlock to associated EF.
4. Owner Training

1. Includes up to (16) hours of onsite customer training by a factory authorized representative. Additional training may be provided upon request on a T&M basis.

Project Management. Site Supervision. Safety Services:

- Provide Trane Contracting Project Manager to manage the project
 - PM to manage all subcontractor performance related to: Scope, Safety, & Compliance
 - Ensure schedule is adhered to appropriately.
- Safety Supervision
 - Trane Safety manager to provide routine safety supervision and redirection if needed to Trane employees and all associated sub-contractors.
 - Ensure compliance to all Trane and Hall County Safety Requirements
 - Ingersoll Rand Company / Trane, Inc. EMR Rating:0.46

Exclusions / Clarifications

- All work to be performed during normal business hours of Monday-Friday 7AM to 5PM, unless noted above.
- No asbestos testing / abatement (if applicable). *Alert of negative findings.*

Warranties

- Total Project: 1 Year Labor/1 Year Parts
- Alternate add for 5-Year Parts/Labor Warranty on Equipment Only (see pricing page)

Please use our turnkey price of:

Please use our total turnkey price of \$ 2,196,647.75

Alternate Add for 5-Year Parts and Labor Warranty (Equipment Only): \$43,742.00

Please let me know if we can answer any questions; we appreciate your partnership.
I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Pricing and Acceptance

Hall County Board Of Commissioners

Site Address:
Hall County Jail
1700 Barber Rd
Gainesville, GA 30507

Price

Total Net Price (Including appropriate Sales and/or Use Tax, if required by law).....\$2,196,647.19 USD

Clarifications

1. Pricing is valid for 30 Days from the date of proposal.
2. Price includes applicable sales taxes,
3. Any service not listed is not included.
4. Work will be performed during normal hours.

Respectfully submitted,

Jeff Kellner
Team Leader Service Sales / Energy Services, North Georgia Southeast Region
Trane U.S. Inc.
E-mail: jkellner@trane.com
Office Phone: (404) 321-7500



ACCEPTANCE

This proposal is subject to Customer’s acceptance of the attached Trane Terms and Conditions (Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Retention withheld 5% on installation, 0% on Equipment; rate reduced per the contract documents and released no later than the date of Trane substantial completion.

Submitted By: Jeff Kellner	Cell: (678) 447-7391 Office: (404) 321-7500 Proposal Date: August 16, 2023
CUSTOMER ACCEPTANCE Hall Cnty Bd Of Commissioners	TRANE ACCEPTANCE Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order	Signature Date
Acceptance Date:	License Number:

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

“Company” shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

1. Acceptance; Agreement. These terms and conditions are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the commercial goods and/or services described (the “Work”). **COMPANY’S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to Company’s terms and conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s terms and conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer’s acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company’s terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Work rendered by Company to the date of cancellation.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service (“Connected Services Terms”), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company’s U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company’s U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer’s tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company’s factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer’s actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.

5. Exclusions from Work. Company’s obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer’s expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

7. Payment. Customer shall pay Company’s invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

9. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site’ owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company’s access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer’s building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer’s request.

10. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company’s representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer’s failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

11. Permits and Governmental Fees. Company shall secure (with Customer’s assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company’s subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent

changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

12. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

13. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.

14. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

15. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

18. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

19. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

20. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

21. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

22. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up.** Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said

equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.**

23. Insurance. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

24. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supercedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

26. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

27. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

28. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any

Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

29. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)

Racine County, Wisconsin

Contract # 3341

for

**HVAC Products, Installation, Labor Based Solutions and
Related Product and Services**

with

Trane US Inc.

Effective: September 1, 2022

The following documents comprise the executed contract between the Racine County, Wisconsin and Trane U.S. Inc., effective September 1, 2022:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the IFB, incorporated by reference

**Purchasing Department**

730 Wisconsin Avenue

Racine, WI 53403

262-636-3700

fax: 262-636-3763

HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES CONTRACT 2022

This Contract made and entered into this 16th day of August 2022, by and between Racine County, Wisconsin, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (hereinafter referred to as "COUNTY") and Trane U.S. Inc., 800 Beaty Street, Davidson, North Carolina 28036-6924 (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

For good and valuable consideration, the parties agree as follows:

1. **WORK:** CONTRACTOR shall provide HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES:

The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid # RC2022-1001: HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES (aka, the Contractor's Bid Proposal submitted July 21, 2022) which is incorporated herein by reference. CONTRACTOR understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the COUNTY at the time of each renewal term if COUNTY chooses to renew. Bonds and insurance shall be written by a firm acceptable to the COUNTY as specified in the Project Manual.

2. **TERM:** September 1, 2022, to August 31, 2027, with full renewal of one (1) additional five (5) year term per the Project Manual. COUNTY shall exercise renewal options by issuance and delivery to CONTRACTOR of a written notice to renew this Agreement.
3. **PROJECT:** HVAC PRODUCTS, INSTALLATION, LABOR BASED SOLUTIONS AND RELATED PRODUCT AND SERVICES in accordance with the Project Manual.
4. **PRICE:** Price as stated for all schedules included in the Project Manual.

5. **CANCELLATION:** This contract may be cancelled without penalty or obligation of any kind, by COUNTY by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay the obligations under this agreement.

Either party may terminate the contract on the anniversary date in any subsequent year of the contract by providing the other party with written notice ninety (90) days prior to the anniversary date.

If the CONTRACTOR fails to maintain and keep in force required insurance, COUNTY shall have the right to cancel and terminate the contract without notice.

Notwithstanding any of the terms and conditions contained herein, the COUNTY and CONTRACTOR reserve the right to terminate the contract at any time for any reason by providing written notice of termination to the other party no less than ninety (90) days in advance of termination. In the event of said termination, CONTRACTOR shall not reduce its activities hereunder unless agreed in advance by COUNTY. The CONTRACTOR will pay according to the contract for services tendered through the date of termination.

RACINE COUNTY

BY: DocuSigned by:
Jonathan Delagrave 8/17/2022
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BY: DocuSigned by:
Michael J. Lanzdorf 8/17/2022
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BY: DocuSigned by:
Wendy Christensen 8/17/2022
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BY: DocuSigned by:
Steven Zimmer 8/16/2022
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Trane U.S. Inc.
BY: DocuSigned by:
Greg Spencer 8/16/2022
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