# HALL COUNTY BOARD OF COMMISSIONERS VOTING MEETING AGENDA <br> Hall County Government Center $\mathbf{2}^{\text {nd }}$ Floor <br> 2875 Browns Bridge Road Gainesville, GA 30504 <br> Streamed Live on Hall County Government's Website - www.hallcounty.org <br> Thursday, January 11, 2024-06:00 PM 

## Call to Order

## Approve Agenda

## Invocation

1 Chairman Richard Higgins

## Pledge

2 Commissioner Gregg Poole

## Public Comments - Agenda Items Only ( 2 minutes per speaker/20 minutes maximum)

## Proclamation/s

3 Approve the Proclamation recognizing City of Gainesville Councilman George Wangemann.

4 Approve the Proclamation recognizing Rebecca "Becky" Ruffner's retirement after 23 years of service to Hall County, GA.

## Consent

5 Approve the January 8, 2024 Work Session Minutes.
6 Approve the December 14, 2023 Voting Meeting Minutes.

7 Approve the December 14, 2023 Executive Session Minutes.
8 Approve the December 14, 2023 Meeting Minutes.
9 Approve the annual re-adoption of Robert's Rules of Order with an exception to allow for the Chairman to vote.

10 Approve the appointment of Commissioner Gregg Poole to serve as the 2024 Board of Commissioners Vice-Chairman.

11 Approve the appointment of Commissioner Billy Powell to the Tax Allocation District Advisory Committee (TADAC). Chairman's Appointment.

Approve the appointment of Commissioner Jeff Stowe to the Tax Allocation District Advisory Committee (TADAC). County Administrator's Appointment.

2 Approve the 2024 Intergovernmental Agreement (IGA) between Hall and Dawson Counties which facilitates sharing the cost of two positions 50/50.
Approval and authorization for the Chairman to execute a response letter relating to the Sardis Road Connector construction project, subject to review and approval by the County Attorney. Commission District 2.
24 Approve the ratification of Emergency Waste Hauling Services for Public Works \& Utilities to Waste Pro of GA, Inc. of Athens, GA, in the amount of \$998,740.00.
Approve the purchase of eight (8) new 2024 Ford Interceptors for the Sheriff's Office to Brannen Motor Company of Unadilla, GA, in the amount of \$381,600.00.
Approve the award of IFB \#030-44 Laurel Park Baseball Field Fencing for Parks \& Leisure Services to Blue Ridge Fence, Inc. of Lula, GA, in the amount of \$334,557.00.
Approve the award of RFQ/P \#44-016 Architectural \& Engineering Design Services for East Hall Community Center Addition for New Library to CAS Architecture, P.C. of Lawrenceville, GA, in the amount of \$259,700.00.
Approve the purchase and installation of LED lighting systems at Alberta Banks Park for field 4, field 5, and pickleball courts for Parks \& Leisure Services to Musco Sports Lighting, LLC of Oskaloosa, IA, in the amount of $\$ 389,000.00$.
Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by the City of Buford of tax parcel number 08153000001 owned by Amy L. Barfield and Christopher W. Watford located on 4470 Bennett Road, and authorize the Board to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

Approve the 2024 Qualifying Fees Resolution for the upcoming Election Cycle.
Approve the award of IFB \#027-44 for Community Housing Improvement Program (CHIP) Grant Single-Family Home Repairs for Financial Services to Smoothe Stroke Construction of Gainesville, GA and Quality Construction \& Improvement of Atlanta, Inc. of Decatur, GA, in the amount of $\$ 213,414.41$.
Approve the purchase of one (1) Pierce Enforcer 100' Mid-Mount Aerial Fire Truck Apparatus for Fire Rescue to Ten-8 Fire and Safety, LLC of Forsyth, GA, in the amount of $\$ 2,063,514.00$.

Approve the annual contract renewal for RFQ/P \#43-015 EMS Billing and Collection Services for Fire Rescue to Digitech Computer, LLC, of Chappaqua, NY.

Approve the award of IFB \#029-44 Furnish and Install One (1) Replacement Generator at Fire Station \#9 for Fire Rescue to DeHart and Hill Electric, Inc. of Cumming, GA, in the amount of \$70,889.00.

to

Approve the purchase of one (1) 2023 Ford Transit Van for the UGA Extension Agency to Billy Cain Ford of Commerce, GA, in the amount of $\$ 61,975.00$.

27 Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain with regard to the Cagle Road Improvement Project parcels 28 \＆29，Tax Parcel 09094 000001，also known as 4401 Cagle Road，presently owned by Aerospace Science Foundation，Inc．for public road purposes，and authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel，subject to review and approval by the County Attorney．Commission District 3.

## Public Hearing to amend Hall County＇s Zoning Map as follows：

$28 \quad 5348$ Grant Road｜Use Subject to County Commission Approval｜ 17．110．040（M）for a commercial kennel｜on a 10．69士 acre parcel located on the north side of Grant Road，approximately 590 feet west of its intersection with Lee Road｜Zoned AR－III；Tax Parcel 11085000005 ｜Proposed use： commercial kennel｜Commission District 2 ｜Megan Partrick－Bark Camp Farm，applicant．
294200 Cha Co Road｜Rezone \｜from Agricultural Residential III（AR－III）to Residential I（R－I）｜on a 43．50士 acre parcel located on the southeastern side of Cha Co Road，approximately 425 feet west of its intersection with Sardis Road｜ Zoned AR－III，Tax Parcel 10074000004 ｜Proposed Use：32－Iot subdivision｜ Commission District 2 ｜John Roberts，applicant．
3210 Joe Parker Road｜Amend Conditions｜of a Planned Commercial Development（PCD）on a 20．19士 acre parcel located on the west side of Joe Parker Road，approximately 1,150 feet north of its intersection with Gillsville Highway｜Zoned PCD；Tax Parcel 15023000055 ｜Proposed use：event facility｜Commission District 3 ｜El Alamo Properties，LLC，applicant．
$314549,4555,4561,4567,4571,4601,4607$ ，and 4611 Candlestick Lane ｜Amend Conditions｜of a Planned Residential Development（PRD）on a combined $3.89 \pm$ acres located on the north side of Candlestick Lane，across from its intersection with Shawnee Drive｜Zoned PRD，Tax Parcels 08067 000045，000044，000043，000042，000041，000039，000038，and 000037 ｜
Proposed Use：9－unit townhome development｜Commission District 2 ｜ RyRoMa Properties，LLC，applicant．

323955 \＆ 4035 Leach Road｜Rezone｜from Agricultural Residential III（AR－ III）and Residential I（R－I）to Planned Residential Development（PRD）｜on a combined $174.44 \pm$ acres located on both the east and west sides of Leach Road， north of the intersection of Leach Road and Red Bird Circle｜Zoned AR－III and R－I；Tax Parcels $10033000001 \& 10050000008$｜Proposed use：307－lot detached single－family development｜Commission District 2 ｜Shadow Stone Partners，LLC，applicant．

## County Administrator

## 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

## Invocation

| REPORT TO: | Work Session (01/08/24) |
| :--- | :--- |
| REPORT TO: | Voting Meeting (01/11/24) |
| ITEM NO: | $578 / 2023$ |
| SUBJECT: | Chairman Richard Higgins |

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

Presenter:
Recommendation:
na

## Purpose of Request:

Facts and Issues:

History:

Options:

## Funding Requested

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

Is there a deadline for this item?

Approvals:

| Approve | Clerk |
| :---: | :---: |
| AO | AO |

Attachments:

## AGENDA ITEM

Pledge

| REPORT TO: | Work Session (01/08/24) |
| :--- | :--- |
| REPORT TO: | Voting Meeting (01/11/24) |

ITEM NO:
SUBJECT:

Voting Meeting (01/11/24)

579/2023

Commissioner Gregg Poole

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

Presenter:
Recommendation:
na

## Purpose of Request:

Facts and Issues:

History:
Options:

## Funding Requested

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

Is there a deadline for this item?

Approvals:

| Approve | Clerk |
| :---: | :---: |
| AO | AO |

Attachments:

## AGENDA ITEM

## Proclamation/s

```
REPORT TO:
REPORT TO:
ITEM NO:
SUBJECT:
Work Session (01/08/24)
Voting Meeting(01/11/24)
707/2023
Approve the Proclamation recognizing City of Gainesville Councilman George Wangemann.
```


## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

JS
Recommendation:
Approve.

## Purpose of Request:

## History:

Approve the Proclamation recognizing City of Gainesville Councilman George Wangemann.

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

No
Yes
2024-01-11

Approvals:

| Approve | Public Information | Administration | Clerk |
| :---: | :---: | :---: | :---: |
| AO | SC | CR | AO |

Attachments:

## Proclamation



WHEREAS, George Wangemann was elected to represent the City of Gainesville's Ward 4 in 1986; and
WHEREAS, before the role of a Mayor became an elected seat, Mr. Wangemann was appointed as Mayor from 1995-1996 and 2004-2005; and
WHEREAS, during Mr. Wangemann's time on Council, he served on various boards and committees within Gainesville-Hall County such as: Georgia Mountains Regional Commission, where he recently served as Chairman; Georgia Mountain Food Bank; and Keep Hall Beautiful, along with his continued participation in the Lake Lanier Association's Shore Sweep Event; and
WHEREAS, Mr. Wangemann was named Council Member of the Year in 2018 by the Georgia Mountains Regional Commission and also received the Georgia Municipal Association Certificate of Excellence Award in 2019 after completing 120 hours of training; and
WHEREAS, after 38 years, Mr. Wangemann is the longest-serving seated member of the Gainesville City Council; and
NOW THEREFORE, BE IT RESOLVED that the Hall County Board of Commissioners does hereby pay tribute to

## George Wangemann

and recognizes him for his many accomplishments, contributions and more than 38 years of dedicated service to the City of Gainesville, Hall County and its citizens, and extends to him their sincere gratitude for a lifetime of service.

Adopted this 11 ${ }^{\text {th }}$ day of January 2024.

KATHY COOPER DISTRICT 1
BILLY POWELL DISTRICT 2

JEFFREY STOWE DISTRICT 4

## AGENDA ITEM

## Proclamation/s

```
REPORT TO:
REPORT TO:
ITEM NO:
SUBJECT: Approve the Proclamation recognizing Rebecca "Becky" Ruffner's retirement
after 23 years of service to Hall County, GA.
```


## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

## KC

Recommendation:
Approve.

## Purpose of Request:

## History:

Approve the Proclamation recognizing Rebecca "Becky" Ruffiner's retirement after 23 years of service to Hall County, GA.

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

No
Yes
2024-01-11

Approvals:

| Approve | Public Information | Administration | Clerk |
| :---: | :---: | :---: | :---: |
| AO | BS | CR | AO |

Attachments:

## Proclamation



WHEREAS, Rebecca "Becky" Ruffner began her public service career with Hall County on October 23, 2000; and
WHEREAS, during her employment with Hall County, Becky has served in many capacities such as: Compensation and Benefits Manager, Interim Human Resource Director, Employment and Employee Development Manager, Marketing and Public Relations Specialist for Parks and Leisure; and
WHEREAS, Community Services \& Parks Director Brent Holloway stated, "Becky's passion for public service, preservation of Hall County's history and greenspaces, and her sweet spirit are unmatched. Becky has been an invaluable asset to the Parks Department, Hall County Government, the many boards and agencies she has served and worked on and to the citizens of Hall County."; and
WHEREAS, during her employment with Hall County, Becky received the Lake Lanier Convention \& Visitors Bureau Chairman's Award in 2023; and
WHEREAS, the Hall County Board of Commissioners deeply appreciates the services rendered to the citizens of Hall County by Becky Ruffner; and
NOW THEREFORE, BE IT RESOLVED that the Hall County Board of Commissioners does hereby pay tribute to

## Rebecca "Becky" Ruffner

and recognizes her for her many accomplishments, contributions, and 23 years of dedicated service to Hall County and its citizens, and extends to her their most sincere wishes for continued success in her future endeavors.

Adopted this 11 ${ }^{\text {th }}$ day of January 2024.

KATHY COOPER DISTRICT 1
BILLY POWELL DISTRICT 2

JEFFREY STOWE DISTRICT 4

## AGENDA ITEM

## Consent

## REPORT TO:

REPORT TO:

ITEM NO:
SUBJECT:

Work Session (01/08/24)
Voting Meeting (01/11/24)

7/2024

Approve the January 8, 2024 Work Session Minutes.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

CA
Recommendation:
Approve.

## Purpose of Request:

## History:

Approve the January 8, 2024 Work Session Minutes.

## Facts and Issues:

Options:

## Funding Requested

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

Yes
2024-01-11

Approvals:

| Approve | Attorney | Administration | Clerk |
| :---: | :---: | :---: | :---: |
| AO | WLI | CR | JR |

Attachments:
1-8-2024 Work Session Minutes

# HALL COUNTY BOARD OF COMMISSIONERS <br> WORK SESSION MINUTES <br> Hall County Government Center $\mathbf{2}^{\text {nd }}$ Floor <br> 2875 Browns Bridge Road Gainesville, GA 30504 <br> Streamed Live on Hall County Government's Website - www.hallcounty.org <br> Monday, January 08, 2024-03:00 PM 

## Call to Order

Chairman Higgins at 3:00 p.m.
Present:
Chairman Richard Higgins, Vice-Chairman Billy Powell, and Commissioners Kathy Cooper, Gregg Poole, and Jeff Stowe

Also present were County Administrator Zach Propes, Assistant County Administrators Katie Crumley and Casey Ramsey, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Abril Olivas, and County Attorney William Linkous III

## Administration

Mr. Propes addressed the Board.
1 Approve the annual re-adoption of Robert's Rules of Order with an exception to allow for the Chairman to vote.

Consent

## Appointments for Consideration

2 Approve the appointment of Commissioner Gregg Poole to serve as the 2024 Board of Commissioners Vice-Chairman.

## Consent

Appointment to the Tax Allocation District Advisory Committee (TADAC). Chairman's Appointment.

## Appointment of Commissioner Billy Powell - Consent

4 Appointment to the Tax Allocation District Advisory Committee (TADAC). County Administrator's Appointment.

Appointment of Commissioner Jeff Stowe - Consent

Community Services and Parks

Brent Holloway, Director of Community Services and Parks, addressed the Board.

Approve the award of IFB \#030-44 Laurel Park Baseball Field Fencing for Parks \& Leisure Services to Blue Ridge Fence, Inc. of Lula, GA, in the amount of \$334,557.00.

Consent
Approve the award of RFQ/P \#44-016 Architectural \& Engineering Design Services for East Hall Community Center Addition for New Library to CAS Architecture, P.C. of Lawrenceville, GA, in the amount of $\$ 259,700.00$.

## Consent

Approve the purchase and installation of LED lighting systems at Alberta Banks Park for field 4, field 5, and pickleball courts for Parks \& Leisure Services to Musco Sports Lighting, LLC of Oskaloosa, IA, in the amount of \$389,000.00. Consent

## County Attorney

Mr. Linkous addressed the Board.
8 Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by the City of Buford of tax parcel number 08153000001 owned by Amy L. Barfield and Christopher W. Watford located on 4470 Bennett Road, and authorize the Board to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

## Consent

## Elections

Paige Thompson, Elections Manager, addressed the Board.
9 Approve the 2024 Qualifying Fees Resolution for the upcoming Election Cycle.

Consent

## Financial Services

Wes Geddings, Director of Financial Services, addressed the Board.
10 Approve the award of IFB \#027-44 for Community Housing Improvement Program (CHIP) Grant Single-Family Home Repairs for Financial Services to Smoothe Stroke Construction of Gainesville, GA and Quality Construction \& Improvement of Atlanta, Inc. of Decatur, GA, in the amount of $\$ 213,414.41$.

## Fire Rescue

Jerry Smith, Interim Fire Chief, addressed the Board.
11 Approve the purchase of one (1) Pierce Enforcer 100' Mid-Mount Aerial Fire Truck Apparatus for Fire Rescue to Ten-8 Fire and Safety, LLC of Forsyth, GA, in the amount of $\$ 2,063,514.00$.

Consent
12 Approve the annual contract renewal for RFQ/P \#43-015 EMS Billing and Collection Services for Fire Rescue to Digitech Computer, LLC, of Chappaqua, NY.

## Consent

13 Approve the award of IFB \#029-44 Furnish and Install One (1) Replacement Generator at Fire Station \#9 for Fire Rescue to DeHart and Hill Electric, Inc. of Cumming, GA, in the amount of $\$ 70,889.00$.

Consent

## Planning and Development

Randi Doveton, Director of Planning and Development, addressed the Board.

5348 Grant Road | Use Subject to County Commission Approval | 17.110.040(M) for a commercial kennel | on a 10.69士 acre parcel located on the north side of Grant Road, approximately 590 feet west of its intersection with Lee Road | Zoned AR-III; Tax Parcel 11085 000005B | Proposed use: commercial kennel | Commission District 2 | Megan Partrick - Bark Camp Farm, applicant.
4200 Cha Co Road | Rezone | from Agricultural Residential III (AR-III) to Residential I (R-I) | on a $43.50 \pm$ acre parcel located on the southeastern side of Cha Co Road, approximately 425 feet west of its intersection with Sardis Road | Zoned AR-III, Tax Parcel 10074000004 | Proposed Use: 32-Iot subdivision | Commission District 2 | John Roberts, applicant. combined $3.89 \pm$ acres located on the north side of Candlestick Lane, across from its intersection with Shawnee Drive | Zoned PRD, Tax Parcels 08067 000045, 000044, 000043, 000042, 000041, 000039, 000038, and 000037 |
Proposed Use: 9-unit townhome development | Commission District 2 | RyRoMa Properties, LLC, applicant.

3955 \& 4035 Leach Road | Rezone | from Agricultural Residential III (ARIII) and Residential I (R-I) to Planned Residential Development (PRD) | on a combined $174.44 \pm$ acres located on both the east and west sides of Leach Road, north of the intersection of Leach Road and Red Bird Circle | Zoned AR-III and R-I; Tax Parcels 10033000001 \& 10050000008 | Proposed use: 307-lot detached single-family development | Commission District 2 | Shadow Stone Partners, LLC, applicant.

## Public Defender

Brad Morris, Public Defender, addressed the Board.
19 Approve the 2024 Intergovernmental Agreement (IGA) between Hall and Dawson Counties which facilitates sharing the cost of two positions 50/50.

## Consent

## Public Works and Utilities

## Bill Nash, Director of Public Works and Utilities, addressed the Board.

20 Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain with regard to the Cagle Road Improvement Project parcels 28 \& 29, Tax Parcel 09094000001 , also known as 4401 Cagle Road, presently owned by Aerospace Science Foundation, Inc. for public road purposes, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by the County Attorney. Commission District 3.
21 Approval and authorization for the Chairman to execute a response letter relating to the Sardis Road Connector construction project, subject to review and approval by the County Attorney. Commission District 2.

## Consent

22 Approve the ratification of Emergency Waste Hauling Services for Public Works \& Utilities to Waste Pro of GA, Inc. of Athens, GA, in the amount of \$998,740.00.

## Consent

## Sheriff's Office

Sergeant Mike Free, Sheriff's Office, addressed the Board.
23 Approve the purchase of eight (8) new 2024 Ford Interceptors for the Sheriff's Office to Brannen Motor Company of Unadilla, GA, in the amount of \$381,600.00.

Consent

## UGA Extension

Garrett Hibbs, Hall County UGA Extension, addressed the Board.
24 Approve the purchase of one (1) 2023 Ford Transit Van for the UGA Extension Agency to Billy Cain Ford of Commerce, GA, in the amount of $\$ 61,975.00$.

Consent

## County Administrator

Mr. Propes addressed the Board. He stated the following:

- Hall County Offices will be closed on Monday, January 15, 2024 in observance of the Martin Luther King, Jr. holiday.
- Introduced Nate Anderson as the new Senior Assistant County Attorney for Legal Services.


## Public Comments

There were no comments from the public.

## Commission Time

Commissioner Gregg Poole, Commission District 3, ackowledged \$9.9 million dollars in funding approved for the Blue Ridge Connector (Inland Port).

## Adjourn

Chairman Higgins adjourned the meeting at 3:21 p.m.

## AGENDA ITEM

## Consent

## REPORT TO:

REPORT TO:

ITEM NO:
SUBJECT:

Work Session (01/08/24)
Voting Meeting (01/11/24)

9/2024

Approve the December 14, 2023 Voting Meeting Minutes.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

CA
Recommendation:
Approve.

## Purpose of Request:

History:
Approve the December 14, 2023 Voting Meeting Minutes.

## Facts and Issues:

Options:

## Funding Requested

Are funds within current budget?
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?
Has it been reviewed by the County Attorney?
Yes
Is there a deadline for this item?
Approvals:

| Approve | Attorney | Administration | Clerk |
| :---: | :---: | :---: | :---: |
| AO | WLI | CR | JR |

Attachments:

# HALL COUNTY BOARD OF COMMISSIONERS 

VOTING MEETING MINUTES
Hall County Government Center $2^{\text {nd }}$ Floor
2875 Browns Bridge Road Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org Thursday, December 14, 2023-06:00 PM

## Call to Order

Chairman Higgins at 6:02 p.m.
Present:
Chairman Richard Higgins, Vice-Chairman Billy Powell, and Commissioners Kathy Cooper, Gregg Poole, and Jeff Stowe

Also present were County Administrator Zach Propes, Assistant County Administrators Katie Crumley and Casey Ramsey, Commission Clerk Jennifer Rivera, County Attorney William Linkous III, and Assistant County Attorney Justin Lawhon

## Approve Agenda

Commissioner Powell/Commissioner Cooper - approve - unanimous

## Invocation

1 Chairman Richard Higgins

## Pledge

2 Commissioner Billy Powell

## Public Comments

There were no comments from the public.

## Proclamation/s

3 Approve the Proclamation recognizing December 15, 2023 as Hall County Day.

Commissioner Poole read the Proclamation.
Commissioner Powell/Commissioner Poole - approve - unanimous

Commissioner Powell/Commissioner Poole - approve - Vote: 4 to 0
Commissioner Cooper -aye
Commissioner Powell - aye
Chairman Higgins - aye
Commissioner Poole - aye
Commissioner Stowe - recused
Motion passed.
4 Approve the December 11, 2023 Work Session minutes.

Approve the renewal of the Third Party Administrator (TPA) and Excess Worker's Compensation for plan year 2024 with Arthur J. Gallagher Risk Management Services, Inc. of Atlanta, GA and Gallagher Bassett Services, Inc. of Rolling Meadows, IL. The estimated cost of this renewal is \$438,899.00; and authorization for the Chairman to execute all related documents, subject to review and approval by the County Attorney.
13 Approve the Employment Agreement for the position of Major for the Sheriff's Office.

15 Approve the Recommendation from the Hearing Officer regarding a Revocation of a Short Term Rental License for Stone Resource, LLC located at 6111 Blackberry Lane, Buford, GA 30518.

16 Approve the award of RFQ/P \#44-015 Georgia Safe Streets for All (SS4A) Action Plan for Public Works \& Utilities to Alta Planning + Design, Inc. of Peachtree Corners, GA, in the amount of $\$ 287,981.00$.
17 Approval and authorization for the Chairman to execute six (6) amendments to existing easements for the Friendship Road Sewer Project, subject to review and approval by the County Attorney. Commission District 1.

18 Approval and authorization for the Chairman to execute an Intergovernmental Agreement with the City of Buford for cooperative paving of a section of New Bethany Road, which are maintained by Hall County, subject to review and approval by the County Attorney.
19 Approval and authorization for the Chairman to execute a Master Services Agreement to consolidate three (3) existing Flock Safety Camera Service Agreements into one (1) co-terminous agreement for the Sheriff's Office with Flock Group, Inc. of Atlanta, GA, subject to review and approval by the County Attorney. The estimated annual cost is $\$ 150,000.00$.

## Public Hearing to amend Hall County's Zoning Map as follows:

Randi Doveton, Director of Planning and Development, addressed the Board.
201731 Friendship Road | Rezone | from Agricultural Residential IV (AR-IV) to Planned Commercial Development (PCD) on a $7.33 \pm$ acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV (GCOD); Tax Parcel 15041000190 (pt.) |
Proposed Use: 185-unit multi-family development | Commission District 1 | Tim Wilbanks, applicant.

Mr. Lawhon introduced items 20, 21 and 22, which were heard together. Ms. Doveton discussed the items. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board regarding both items 20, 21 and 22:
Favor:

- Bryceson Mercer, 202 Tribble Gap Road, Suite 200, Cumming

Opposition:

- Rose Marie Wood, 5925 Deer Chase Lane, Hoschton
- Michelle Larson, 5778 Porch Swing Place, Hoschton
- Brendan Whitcomb,6820 New Fern Lane, Hoschton
- BJ Sims, 5721 Grand Reunion Drive, Hoschton
- Gary Hodges, 7316 Grand Reunion Drive, Hoschton
- Robyn Strickland, 5786 Porch Swing Place, Hoschton

Commissioner Cooper/Commissioner Powell - deny - Vote: 4 to 0
Commissioner Cooper -aye
Commissioner Powell - aye
Chairman Higgins - aye
Commissioner Poole - abstained
Commissioner Stowe - aye
Motion passed.
211731 Friendship Road | Rezone | from Agricultural Residential IV (AR-IV) to Highway Business (H-B) on a $2.72 \pm$ acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV (GCOD); Tax Parcel 15041000190 (pt.) | Proposed Use: permitted uses within Highway Business (H-B) | Commission District 1 | Tim Wilbanks, applicant.

Items 20, 21 and 22 were heard together. See item 20 for public hearing details.
Commissioner Cooper/Commissioner Stowe - deny - Vote: 4 to 0
Commissioner Cooper -aye
Commissioner Powell - aye
Chairman Higgins - aye
Commissioner Poole - abstained
Commissioner Stowe - aye
Motion passed.

1731 Friendship Road | Variance | 17.420.050.C. 2 to reduce the required transitional buffer in Gateway Corridors Overlay District | on a 10.04士 acre parcel located on the north side of Friendship Road, approximately 240 feet east of its intersection with Reunion Way | Zoned AR-IV (GCOD); Tax Parcel 15041 000190 | Proposed Use: 185-unit multi-family development and permitted uses within Highway Business (H-B) | Commission District 1 | Tim Wilbanks, applicant.

Items 20, 21 and 22 were heard together. See item 20 for public hearing details.
Commissioner Cooper/Commissioner Powell - approve withdrawl of item 22 unanimous

## 2122 \& 0 Browns Bridge Road | Use Subject to County Commission

 Approval | on a $1.708 \pm$ acre tract located on the west side of Browns Bridge Road, approximately 62 feet from its intersection with Hilton Drive | Zoned H-B (GCOD); Tax Parcels 00122001021 \& 001031B | Proposed use: used vehicle sales lot | Commission District 4 | Antonio Duran, applicant.Mr. Lawhon introduced the item. Ms. Doveton discussed the item. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:
Favor:

- Don Jones, 930 Interstate Ridge, Gainesville

Commissioner Stowe/Commissioner Powell - approve with the six (6) conditions listed below - unanimous

## Conditions:

1. The property shall be utilized as depicted on the site plan and described in the project narrative, both updated October 12, 2023.
2. All parking and storage areas utilized by the business shall be paved with either asphalt or concrete.
3. No customer, employee, or inventory parking is to take place within the public right-of-way.
4. All functions of the business shall be conducted within tax parcel 00122 001021. All deliveries of inventory to the business are to take place fully within the property lines of tax parcel 00122001021 . There shall be no such activity within the public right-of-way of Browns Bridge Road or any nearby roads.
5. All proposed signage shall adhere to GCOD standards and shall follow the standard permitting process.
6. There shall be no wrecked or junk vehicles parked on the paved asphalt/concrete pad.

3715 Wahoo Falls Trace, 1000 Treesort View, and 0 Price Road | Amend Conditions | of a Planned Commercial Development (PCD) on a total of 39.56士 acres located within the Riverbrook Marketplace development a.k.a. Riverbrook Marketplace Grocery and Shops | Zoned PCD \& PRD (GCOD); Tax Parcels 10100 000156B, 000158, \& 000156C | Proposed use: master sign plan | Commission District 2 | Todd Mathes, applicant.

Mr. Lawhon introduced the item. Ms. Doveton discussed the item. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:
Favor:

- Todd Mathes, 7978 Cooper Creek Boulevard, Sarasota, FL

Commissioner Powell/Commissioner Stowe - approve with the two (2) conditions listed below - unanimous

## Conditions:

1. The amended master sign plan is approved, as presented in the application documents, and shall be subject to the conditions of zoning approved by the Hall County Commission on December 9, 2021:
a. The development shall conform substantially with the proposed site plan and narrative, modified as necessary for compliance with current development standards at time of site plan approval. This includes architectural standards and sign standards as presented in the Master Sign Development Plan.
b. The proposed development standards, master sign development plan and narrative are approved. Any development standards that are not addressed in the applicants project narrative or Master Sign Development Plan shall be governed by the standards set forth by the Official Code of Hall County.
c. The total building square footage for the proposed development shall be limited to a maximum of 85,000 square feet.
d. Access to the development shall be approved by Hall County Traffic and/or the Georgia Department of Transportation, whichever applies.
e. Any necessary access modifications must be approved and permitted by the Georgia Department of Transportation (GDOT). All costs associated with any required improvements shall be the developer's responsibility.
f. Building height shall be limited to 3-stories/45 feet.
$g$. No outdoor storage shall be allowed for any use, with the exception of the grocery store and associated display of seasonal items along the front entrance of the store.
h. The following uses shall require a conditional use permit:
i. Full service car wash. Car washes associated with a gas station shall be permitted.
ii. Self-storage facilities.
i. The following uses shall not be permitted: Tire sales, automobile repair and maintenance businesses with the exception of an auto parts and quick oil change services, which shall be allowed by right.
j. The applicant shall submit architectural renderings, including building
materials and colors, to be approved by the Planning Director prior to any issuance of any building permits.
k. All conditions of zoning shall be made part of any new plat created for the property.
l. The development shall adhere to the Hall County Erosion Control Ordinance Best Management Practices for Large Developments, which included the 3 BMPs from the County-approved list, even if the phase of development is less than 20 acres.
m. Hall County supports a traffic signal on Thompson Bridge Road provided the signal is permitted and approved by GDOT, and paid for by the developers.
2. Monument signs placed within the median of any public or private street shall be constructed of a breakaway material, subject to review and approval of the Traffic Engineer. Signs located within the right-of-way of state routes shall be subject to GDOT regulations and permitting requirements.

2367, 2371, and 0 Monroe Drive | Rezone | from Agricultural Residential III (AR-III) and Heavy Industrial (I-II) to Heavy Industrial (I-II) | on a combined $1.22 \pm$ acres located on the north side of Monroe Drive, approximately 765 feet east of its intersection with Danbury Lane \| Zoned AR-III and I-II, Tax Parcels 15032F000028, 000028B and 000060 | Proposed Use: truck parking and dumpster storage | Commission District 4 | Bobby Wood, applicant.

Mr. Lawhon introduced the item. Ms. Doveton discussed the item. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:
Favor:

- Bobby Wood, 2764 Merritt Drive, Buford

Commissioner Stowe/Commissioner Poole - approve with the seven (7) conditions listed below - unanimous

## Conditions:

1. The property shall be developed in accordance with the submitted site plan, dated September 18, 2023 and as described in written application materials. Minor changes can be approved by the Planning Director provided there are no reductions in any imposed buffers, and the changes do not create the need for a variance from the Hall County development standards. Any conflict in development standards between the concept plans, project narrative, and conditions of zoning shall be determined by the final conditions of zoning.
2. A combination plat shall be recorded, including any conditions of zoning for the three tax parcels 15032F000028, 15032F000028B, and 15032F000060.
3. Prior to development of the property, the applicant shall obtain a land disturbance permit for the proposed work. The scope of work shall look at the site as a whole, not just the proposed gravel expansion, and all applicable development standards shall be applied.
4. The existing access drive from Monroe Drive shall be brought up to industrial access standards, subject to the review and approval of the Traffic Engineer.
5. The construction of a permanent bathroom structure will be required if the property is to be occupied for at least two consecutive hours. Construction of restrooms, placement of prefabricated restroom facilities, or industrialized restroom or office building, shall require a building permit and must follow standard Hall County commercial building permit processes.
6. The applicant shall obtain a Hall County business license before conducting business operations at this site.
7. An opaque fence of no less than 6 foot height shall be installed along the front of the property where adjacent to right-of-way. All maintenance shall be the responsibility of the property owner.

6086 Atlanta Highway | Rezone | from Agricultural Residential III (AR-III) to Highway Business (H-B) | on a $0.53 \pm$ acre parcel located on the north east side of Atlanta Highway, approximately 382 feet from its intersection with Mount Salem Circle | Zoned AR-III (GCOD), Tax Parcel 08139003001 | Proposed Use: permitted uses within Highway Business (H-B) | Commission District 1 | Daniel Perdomo, applicant.

Mr. Lawhon introduced the item. Ms. Doveton discussed the item. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:
Favor:

- Mark Altschuler, 6304 Brighton Way, Flowery Branch

Commissioner Cooper/Commissioner Poole - approve with the five (5) conditions listed below - unanimous

## Conditions:

1. Prior to the issuance of a building permit, the property shall be brought into compliance with the non-residential design standards of the Gateway Corridors Overlay District (17.420.050) excluding the existing structure which may be exempt from 17.420.050.H. - Architectural standards for nonresidential buildings. Any new structure erecting on the subject lot must meet the standards of 17.420.050.H. - Architectural standards for nonresidential buildings.
2. The existing structure must be brought into compliance with commercial building code standards prior to the issuance of a commercial occupancy.
3. The commercial driveway shall be permitted by GDOT. All required improvements shall be at the developer's cost.
4. The property shall be utilized as described in the Letter of Intent dated September 14, 2023 or as any other permissible use within the Highway Business (H-B,17.150) district with the following uses prohibited: bus stations, drive-in theaters, hotels, motels, parks for leisure and scenic appeal, restaurant, subdivision, family day care, group day care, construction trailer, adult establishments. Uses which require Planning Commission or County Commission approval shall apply for a conditional use approval as required by the Zoning Ordinance.
5. No variances have been granted to the development standards of the Zoning Ordinance other than those shown of the site plan dated September 14, 2023 which includes the location of the existing one story structure. If the current request is approved, the applicant shall be required to seek a variance to allow the encroachment into the 20-foot right side yard setback.

270 Candler Road | Rezone | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) on a $51.47 \pm$ acre tract located on the west side of Candler Road approximately 1840 feet from its intersection with Lee Land Road | Zoned AR-IV (GCOD); Tax Parcel 15031A000001 | Proposed use: welding service | Commission District 3 | Paden M. Dunagan, applicant.

Mr. Lawhon introduced the item. Ms. Doveton discussed the item. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:
Favor:

- Paden Dunagan, 3263 Tanners Mill Road, Gainesville

Commissioner Poole/Commissioner Powell - approve with the eleven (11) conditions listed below - unanimous

## Conditions:

1. The development shall occur as depicted on the site plan dated April 14, 2021 and described in the project narrative, modified for compliance with zoning conditions and Hall County regulations at the time of permit application. Minor changes can be approved by the Planning Director provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards. No variances are granted as part of this request other than those specifically granted herein.
2. As the proposed structure crosses the common property line between the subject property tax parcel 15031A000001 and tax parcel 15031A000002 to the north, a combination plat shall be recorded prior to the approval of any development permits.
3. The storage or disposal of junk material and construction debris on the subject property is prohibited. Any areas where junk or debris has been stored on the property shall be properly disposed of or stored in accordance with applicable regulations.
4. All parking and storage areas shall be paved with either asphalt or concrete, if located within the 300 feet that defines the Gateway Corridor Overlay District.
5. All plans for improvements and/or further development of the property shall be submitted for review and appropriate permits obtained.
6. All conditions of zoning shall be made part of any plats created for the property.
7. The extended driveway shall meet Gateway Corridor Overlay District standards for a minimum distance of 300 feet from the centerline of the road, as well as Georgia Department of Transportation (GDOT) requirements. The driveway paving (concrete or asphalt) shall extend the entire length of the drive from Candler Road to the parking area for the welding business.
8. The parking area shall either be paved with concrete or asphalt, or a combination of the two.
9. All signage within 300 feet of the centerline of Candler Road shall adhere to Gateway Corridor Overlay District standards.
10. Gateway Corridor Overlay District architectural standards shall not apply to the building, so long as the building is located at least 300 feet from the centerline of Candler Road.
11. All previous conditions of zoning set forth by the 2021 Board of Commissioners approval letter shall be repealed, and are replaced by the zoning conditions herein.

3321 Montvale Drive | Use Subject to County Commission Approval | on a $7.88 \pm$ acre tract located on the south side of Montvale Drive, at its intersection with Manor Ridge | Zoned R-I \& AR-III; Tax Parcel 10046000015 | Proposed use: 4-Iot subdivision | Commission District 2 | Zachary Lewis Boyd Milne, applicant.

Mr. Lawhon introduced the item. Ms. Doveton discussed the item. Mr. Lawhon conducted the Public Hearing.

The following people addressed the Board:
Favor:

- Zach Milne, 3321 Montvale Drive, Gainesville
- Joel Bell, 6756 Spout Springs Road, Flowery Branch


## Opposition:

- Ian Patterson, 3497 Montvale Drive, Gainesville

Commissioner Powell/Commissioner Stowe - approve with the six (6) conditions listed below - unanimous

## Conditions:

1. The property shall be subdivided in accordance with the survey certified by London Land Surveying on July 26, 2023 and the updated narrative dated October 16, 2023.
2. All development within the subdivision shall conform to Residential-I ( $R$ I,17.60) zoning guidelines and restrictions, with the exception of the prohibition of the following uses:
a. "I" Family Daycare;
b. "J" Community Residences.
3. Manufactured homes are prohibited within the subdivision. All principal structures shall be site-built.
4. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded for any of the subject properties established and approved herein:Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat shall be prepared to expect the effects of such practices.
5. No more than one new residential building permit with the exception of an addition to the existing home, shall be open at one time. Each permit must be closed and occupancy issued prior to the issuance of a new building permit.
6. The minimum heated floor area shall be no less than 1,500 square feet.
7. Any lot or building created must comply with the covenants of Lanier Northwest subdivision.

Commissioner Powell/Commissioner Stowe - reconsider previous motion unanimous

Commissioner Powell/Commissioner Stowe - amend condition number one (1) to state that with the exception that lot four (4) will be eliminated - unanimous

## County Administrator

Mr. Propes addressed the Board. He stated the following:

- Hall County Offices will be closed on Friday, December 22, 2023 and Monday, December 25, 2023 in observance of the Christmas holiday.
- Hall County Offices will also be closed on Monday, January 1, 2024 in observance of the New Years Day holiday.
- Wished the Board of Commissioners, Hall County employees and their families Happy Holidays, Merry Christmas and Happy New Years.


## Commission Time

Commissioner Kathy Cooper, District 1, wished everyone a safe and Merry Christmas.

Commissioner Billy Powell, District 2, wished everyone a safe and Merry Christmas.

Commissioner Gregg Poole, District 3, wished everyone a safe and Merry Christmas.

Commissioner Jeff Stowe, District 4, wished everyone Merry Christmas and Happy New Year.

Chairman Richard Higgins wished everyone a Merry Christmas.

## Adjourn

Commissioner Powell/Commissioner Poole - adjourn at 7:15 p.m. - unanimous

## AGENDA ITEM

## Consent

## REPORT TO:

## REPORT TO:

ITEM NO:
SUBJECT:

Work Session (01/08/24)
Voting Meeting (01/11/24)

10/2024

Approve the December 14, 2023 Executive Session Minutes.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

CA
Recommendation:
Approve.

## Purpose of Request:

History:
Approve the December 14, 2023 Executive Session Minutes.

## Facts and Issues:

Options:

## Funding Requested

Are funds within current budget?
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?
Has it been reviewed by the County Attorney?
Is there a deadline for this item?
Approvals:

| Approve | Attorney | Administration | Clerk |
| :---: | :---: | :---: | :---: |
| AO | WLI | CR | JR |

Attachments:

## AGENDA ITEM

## Consent

## REPORT TO:

## REPORT TO:

ITEM NO:
SUBJECT:

Work Session (01/08/24)
Voting Meeting (01/11/24)

6/2024

Approve the December 14, 2023 Meeting Minutes.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

CA
Recommendation:
Approve.

## Purpose of Request:

History:
Approve the December 14, 2023 Meeting Minutes.

## Facts and Issues:

Options:

## Funding Requested

Are funds within current budget?
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?
Has it been reviewed by the County Attorney?
Yes
Is there a deadline for this item?
Approvals:

| Approve | Attorney | Administration | Clerk |
| :---: | :---: | :---: | :---: |
| AO | WLI | CR | JR |

## Attachments:

## 12-14-2023 Meeting Minutes

## HALL COUNTY BOARD OF COMMISSIONERS MEETING MINUTES

Hall County Government Center $2^{\text {nd }}$ Floor
2875 Browns Bridge Road Gainesville, GA 30504
Streamed Live on Hall County Government's Website - www.hallcounty.org Thursday, December 14, 2023-05:00 PM

## Call to Order

Vice-Chairman Powell at 5:00 p.m.
Present:
Chairman Richard Higgins, Vice-Chairman Billy Powell and Commissioners Jeff Stowe, Kathy Cooper, and Gregg Poole

Also present were County Administrator Zach Propes, Assistant County Administrators Katie Crumley and Casey Ramsey, Commission Clerk Jennifer Rivera, Deputy Commission Clerk Abril Olivas, County Attorney William Linkous III, and Special Assistant County AttorneyVan Stephens

Commissioner Poole/Commissioner Stowe - to go into Executive Session at 5:00 p.m. - Vote: 4 to 0

Commissioner Cooper -aye
Commissioner Powell - aye
Chairman Higgins - absent at beginning of meeting
Commissioner Poole - aye
Commissioner Stowe - aye
Motion passed.
Chairman Higgins entered the meeting at 5:04 p.m.

## Executive Session

1 Discussion regarding land acquisition, land disposition, personnel matters, potential litigation and/or litigation. Executive Session is not open to the public. Executive Session is a lawfully closed meeting [§ 50-14-1 (a)(2)].

Commissioner Stowe/Commissioner Poole - to adjourn the Executive Session at 5:55 p.m. - unanimous

Commissioner Poole/Commissioner Stowe - adjourn the Meeting at 5:55 p.m. - unanimous

## AGENDA ITEM

## Consent

## REPORT TO:

REPORT TO:

ITEM NO:
SUBJECT:

Work Session (01/08/24)
Voting Meeting (01/11/24)

571/2023
Approve the annual re-adoption of Robert's Rules of Order with an exception to allow for the Chairman to vote.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

ZP
Recommendation:
Approval

## Purpose of Request:

## History:

Approve the annual re-adoption of Robert's Rules of Order with an exception to allow for the Chairman to vote.

## Facts and Issues:

## Options:

## Funding Requested

Are funds within current budget?

## Source of Funds

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

| Approve | Attorney | Administration | Clerk |
| :---: | :---: | :---: | :---: |
| JR | WLI | CR | AO |

Attachments:

## AGENDA ITEM

## Consent

| REPORT TO: | Work Session (01/08/24) |
| :---: | :---: |
| REPORT TO: | Voting Meeting (01/11/24) |
| ITEM NO: | 577/2023 |
| SUBJECT: | Approve the appointment of Commissioner Gregg Poole to serve as the 2024 Board of Commissioners Vice-Chairman. |

## Meetings:

Work Session Date: $\quad 01 / 08 / 24$

## Executive Summary:

## Presenter:

BoC
Recommendation:
N/A

## Purpose of Request:

Approve the appointment of Commissioner Gregg Poole to serve as the 2024 Board of Commissioners Vice-Chairman.

Voting Meeting Date: $\quad 01 / 11 / 24$

Facts and Issues:

Funding Requested
Options:

Are funds within current budget? No Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Has it been reviewed by the County Attorney?

## History:

Vice-Chairman History:
2019- Commissioner Powell
2020 - Commissioner Echols
2021 - Commissioner Stowe
2022 - Commissioner Cooper
2023 - Commissioner Powell

Is there a deadline for this item?

Approvals:

| Approve | Clerk |
| :---: | :---: |
| JR | JR |

Attachments:

## AGENDA ITEM

## Consent

REPORT TO: Work Session (01/08/24)
REPORT TO:
Voting Meeting (01/11/24)
ITEM NO:
666/2023
SUBJECT:

## Meetings:

## Work Session Date:

Voting Meeting Date: $\quad 01 / 11 / 24$

B
Recommendation:
N/A

## Purpose of Request:

Approve the appointment of Commissioner Billy Powell to the Tax Allocation District Advisory Committee (TADAC). Chairman's Appointment.

## Facts and Issues:

Per the intergovernmental agreement with the City of Gainesville and the Hall County Board of Commissioners dated May 1, 2007, members of the TAD Advisory Committee appointed by Hall County shall include the Chair of the Hall County Board of Commissioners, or that official's designee, and the Hall County Administrator, or that official's designee, each as voting members of such Committee, with the same powers and voting rights as all other members of said Committee.

## History:

## Options:

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

Is there a deadline for this item?
Approvals:

| Approve | Clerk |
| :---: | :---: |
| JR | JR |

## Attachments:

2007 TAD IGA
2009 TAD IGA - First Amendment

## INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of this $\stackrel{\text { 关 }}{ }$ day of May , 2007 (the "Effective Date") by and between the CITY OF GAINESVILLE, GEORGIA, a municipal corporation of the State of Georgia (the "City") and the HALL COUNTY BOARD OF COMMISSIONERS, the duly elected governing authority of a political subdivision of the State of Georgia (the "County").

$$
\mathbf{W} \begin{array}{lllllllll}
\mathbf{I} & \mathbf{T} & \mathbf{N} & \mathbf{E} & \mathbf{S} & \mathbf{S} & \mathbf{E} & \mathbf{T} & \mathbf{H}:
\end{array}
$$

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree, as follows:

## ARTICLE 1

## DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:
1.1 "Agreement" or "Intergovernmental Agreement" means this Intergovernmental Agreement, dated as of May / St, 2007, between the City and the County.
1.2 "Approved Projects" means, collectively, the specific capital improvements to be undertaken within the Midtown TAD by the City or by a private developer to achieve the goals and objectives of the Redevelopment Plan, as approved by the TAD Advisory Committee and recommended to the Redevelopment Agency for TAD Financing, in accordance with Section 3.8.2 of this agreement.
1.3 "Board of Education" means the Board of Education of the City of Gainesvilie, Georgia.
1.4 "Board of Education Resolution" means that certain resolution adopted by the Board of Education on December 6, 2006, inter alia, consenting to the inclusion of certain Board of Education ad valorem taxes in the computation of the Tax Allocation Increments for the TAD.
1.5 "Bond Indenture" means, collectively and each respectively, each Trust Indenture, Bond Resolution, Bond Ordinance, Loan Agreement, Financing Agreement or other document pursuant to which one or more series of TAD Bonds is issued.
1.6 "City" means the City of Gainesville, Georgia.
1.7 "City Ordinance" means that certain ordinance adopted by the Gainesville City Council on October 17, 2006, approving and adopting the Midtown Gainesville Redevelopment Area and Tax Allocation District Number One - Midtown, establishing the Midtown Gainesville Redevelopment Area, creating the TAD and other related matters.
1.8 "Commencement of Construction of Significant Projects" means, for the purposes of this Agreement, that one or more building permits shall have been issued for, and construction or renovation shall have commenced on, one or more significant structural components of one or more of the Approved Projects contemplated by the Redevelopment Plan (excluding streetscapes and similar publicly owned infrastructure), which construction is anticipated to result in Tax Allocation Increment.

## 1.9 "County" means Hall County, Georgia

1.10 "County Resolution" means that certain resolution adopted by the Board of Commissioners of the County on April 12, 2007, inter alia, consenting to the inclusion of certain County ad valorem taxes in computation of the Tax Allocation Increments with respect to the TAD subject to the terms and conditions set forth therein and herein, authorizing the execution, delivery and performance of this Agreement, and other related matters.
1.11 "County Tax Allocation Increment" means that portion of the Tax Allocation Increment for the TAD in each calendar year consisting of the County's portion of the Real Property Tax Allocation Increment in each case attributable to County ad valorem taxes for such calendar year.
1.12 "Excess Funds" means, during the term of this Agreement, in each calendar year, the amount by which the Tax Allocation Increment collected during such calendar year exceeds the amount required to make the Scheduled Debt Service Payments on the TAD Financing in each Bond Year (as defined in the Bond Indenture), to replenish any deficiency in any debt service reserve fund established for the TAD Financing under the Bond Indenture, to satisfy any other payment obligations of the City directly related to the TAD Financing and required to be paid from Tax Allocation Increment pursuant to the Bond Indenture (such as, without limitation, to the extent required to be paid from Tax Allocation Increment by the Bond Indenture, rebate payments to the U.S. Treasury Department, bond trustee's fees and other administrative costs of the TAD Financing).
1.13 "Midtown TAD" or "TAD" means that certain tax allocation district (as defined in O.C.G.A. §36-44-3(13)) created by the City and designated as the "Midtown Gainesville Tax Allocation District," as more fully identified in the applicable redevelopment plan with respect thereto approved by the City.
1.14 "Projects" means those capital improvements undertaken to achieve the goals and objectives of the Redevelopment Plan, as may be presented to the TAD Advisory Committee for consideration for TAD Financing, as required by Section 3.8.2.
1.15 "Redevelopment Agency" means the City Council of the City of Gainesville, Georgia, which will act as the redevelopment agency, in accordance with the Redevelopment Powers Law.
1.16 "Redevelopment Area" means that certain area located within the geographic limits of the City and within the County created and established as a redevelopment area (as defined in O.C.G.A. §36-44-3(7)) by the City in the City Ordinance and designated as the "Midtown Gainesville Redevelopment Area", as more fully described in the City Ordinance and the Redevelopment Plan.
1.17 "Redevelopment Costs" shall have the meaning set forth in O.C.G.A. §36-443(8).
1.18 "Redevelopment Plan" means the written plan of redevelopment for the Redevelopment Area approved by the City in the City Ordinance and designated as the "Redevelopment Plan for the Midtown Gainesville Tax Allocation District."
1.19 "Redevelopment Powers Law" means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time.
1.20 "Scheduled Debt Service Payments" means the aggregate scheduled principal and interest payments on the TAD Bonds in each calendar year in accordance with the Bond Indenture, which shall include any scheduled sinking fund redemption payments on the TAD bonds or other TAD Financing in such year.
1.21 "Special Fund" means the special fund with respect to the Midtown TAD created pursuant to O.C.G.A. §36-44-11(c).
1.22 "TAD Financing" means those certain tax allocation bonds, notes or other obligations issued by the City in accordance with O.C.G.A. §36-44-3(12), or funds borrowed from financial institutions in accordance with O.C.G.A. $\S 36-44-16$ with respect to the Midtown TAD, that the City may issue or borrow as necessary to implement the provisions of the Redevelopment Plan, as provided in the City Ordinance, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times.
1.23 "Tax Allocation Increment" means the amount of the tax allocation increment with respect to real property accrued in each calendar year within the Midtown TAD, as provided in O.C.G.A. §36-44-3(14).
1.24 "Term" means the term of this Agreement as prescribed in Section 3.1 hereof.

## ARTICLE 2

## RECITALS

2.1 The creation of the Midtown TAD, the redevelopment and improvement of the Midtown TAD, and the development of the Approved Projects are expected to result (in addition to increased Tax Allocation Increments) in certain other increased revenues to the City, which may include, without limitation, (i) certain one-time revenues such as increased building pernit fees and inspections fees and (ii) certain on-going annual revenues such as increased business licenses, beer, liquor and wine licenses, Sunday sales permits, beer, liquor and wine excise taxes, liquor by the drink taxes and cable TV franchise fees. The creation of the Midtown TAD, the redevelopment and improvement of the Midtown TAD, and the development of the Approved Projects may result (in addition to increased Tax Allocation Increments) in certain other increased revenues to the Board of Education, including additional sales tax revenues from the operation of the Projects. The creation of the Midtown TAD, the redevelopment and improvement of the Midtown TAD, and the development of the Approved Projects may result (in addition to increased Tax Allocation Increments) in certain other increased revenues to the County. The parties to this Agreement, however, acknowledge that the aforesaid recitals concerning certain other increased revenues are included in this Agreement solely as recitals and shall have no impact or effect on the other terms of this Agreement.

### 2.2 Representations of the City.

The City makes the following representations as the basis for the undertakings on its part herein contained:
2.2.1 The City created the Midtown TAD effective as of December 31, 2006 pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Ordinance. The City duly adopted the Redevelopment Plan pursuant to the Redevelopment Powers Law and the City Ordinance.
2.2.2 The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that: (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the Midtown TAD.
2.2.3 The City intends to authorize the issuance of TAD bonds or other means of TAD Financing as may be necessary to implement provisions of the Redevelopment Plan.
2.2.4 The City is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with
activities, services or facilities the contracting parties are authorized by law to undertake or provide.
2.2.5 The City has the power to enter into this Agreement and perform all obligations contained herein, and by proper action has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid and binding legal obligation of the City, enforceable against the City in accordance with its terms.

### 2.3 Representations of the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:
2.3.1 The County is permitted by Article IX, SECTION III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.
2.3.2 The County has the power to enter into this Agreement and perform all obligations contained in this Agreement, and by proper action has duly authorized the execution, delivery and performance of this Agreement, including, without limitation, the inclusion of ad valorem property taxes levied by the County on taxable real property within the Midtown TAD in the computation of the Tax Allocation Increments for the purposes set forth in the Redevelopment Plan, pursuant O.C.G.A. §36-44-9(c).
2.3.3 This Agreement is a valid and binding legal obligation of the County, enforceable against the County in accordance with its terms.

## ARTICLE 3

3.1 Term of the Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until all TAD Bonds and other redevelopment costs have been paid in full and the Midtown TAD has been dissolved, except as otherwise provided herein.
3.2 Certification of Tax Allocation Increment Base. The City and the County hereby agree that the Tax Allocation Increment Base for the Midtown TAD, which has or will be certified by the State Revenue Commissioner as of December 31, 2006, is the taxable value of all real property subject to ad valorem property taxation located within the $T A D$, net of all exemptions and exclusions applicable as of such date.

### 3.3 Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment for City TAD.

3.3.1 Pursuant to the County Resolution, the County hereby consents and agrees to the inclusion of County ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increments for the TAD in accordance with the Redevelopment Powers Law, effective as of December 31, 2006, subject to and in accordance with this Agreement.
3.3.2 Commencing in 2007, the County agrees to remit to the City each year, in accordance with the Redevelopment Powers Law, the County Tax Allocation Increment for the TAD for such year within forty-five (4.5) days after the due date for all ad valorem taxes paid by the due date and within forty-five (45) days after the end of the calendar month of collection as to all such taxes paid after the due date therefor.

### 3.4 Issuance of TAD Bonds or other TAD Financing.

3.4.1 By no later than December 31, 2011: (i) the City shall issue or cause TAD bonds or other TAD Financing to be issued, or (ii) the Commencement of Construction of Significant Projects shall have occurred.
3.4.2 The aggregate principal amount of any and all TAD Financing issued with respect to the TAD shall be determined on the basis of the judgment of qualified professionals as to the projected estimate of the Tax Allocation Increment.
3.4.3 In the event the deadline set forth in subsection 3.4.1 is not met, the consent of the County to the inclusion of its ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD shall automatically terminate as of December 31,2011. In such event, the County Tax Allocation Increment accumulated and remaining in the Special Fund through such termination date shall be paid to the County by the City within forty-five (45) days after the termination date.
3.5 Reporting. Commencing: with calendar year 2007 and each calendar year thereafter, the City as the Redevelopment Agency for the TAD, will provide to the County, within sixty (60) days after the end of each such calendar year, a comprehensive annual report regarding the amount of positive Tax Allocation Increment.deposited in the TAD Special Fund, the use of such funds and the status of all development undertaken within the TAD.
3.6 Use of County Tax Allocation Increment. The County's Tax Allocation Increment may be used for the following purposes:
3.6.1 To pay,TAD financing costs as defined in O.C.G.A. §36-44-3(8)(B).
3.6.2 To pay organizational costs, imputed administrative costs, and professional services costs associated with the implementation of the Redevelopment Plan and TAD as provided in O.C.G.A. §36-44-3(8).
3.6.3 To pay capital costs, professional services costs and real property assembly costs associated with private development on private property.
3.6.4 Excess Funds attributable to the County Tax Allocation Increment from any calendar year may be applied by the City to prepay the amount of TAD Financing then outstanding.
3.6.5 Nothing in this section shall be intended or should be construed to limit the use of proceeds from TAD Bonds or other TAD Financing, and the same may be used for all purposes allowed under the Redevelopment Powers Law.

### 3.7 Three-Year Review.

3.7.1 The Redevelopment Agency will present a comprehensive and cumulative report on the status of all expenditures from the Special Fund, the issuance of TAD Financing and the development undertaken within the Midtown TAD to the Board of Commissioners commencing in January 2011 and then in January every three (3) years thereafter, until the TAD has been dissolved.
3.7.2 The City and the County agree to cooperatively review the report to determine whether the goals and incremental milestones of the Midtown TAD as stated in the Redevelopment Plan have been achieved during the previous 3-year period, and whether there has been sufficient Tax Allocation Increment generated and deposited into the Special Fund to pay all Scheduled Debt Service Payments when due on TAD Financing, to satisfy all other terms of the Bond Indenture, and meet any other obligations related to TAD Financing.
3.7.3 At the end of each 3-year period, the County shall have the option not to pledge the County Tax Allocation Increment to future TAD Financing or future Redevelopment Costs by enacting a Resolution expressing its intent, which shall be delivered to the City as provided in Section 4.6, within ninety (90) days after the end of the applicable 3 -year period.
3.7.4 Pursuant to the provisions of O.C.G.A. $\S 36-44-3(8)(\mathrm{G})$ and to the extent Excess Funds are available in each year, at the end of each 3-year period the County may elect whether to seek return of the County's pro rata share of Excess Funds (the "Excess County Tax Allocation Increment") for the next 3-year period. If the County enacts a Resolution expressing its intent to receive the Excess County Tax Allocation Increment, which shall be delivered to the City as provided in Section 4.6, within ninety (90) days after the end of the applicable 3year period, the City will expeditiously pay (within sixty (60) days after the end of each calendar year) an amount determined to be the County's pro rata share (based upon the percentage of the County's millage rates as compared to the total millage rates, in each case, of taxes used in computing the Tax Allocation Increment for the TAD in each such year in accordance with the Redevelopment Powers Law, computed to the second decimal point) of Excess Funds.
3.7.5 Notwithstanding any decision by the County as expressed by Resolution pursuant to Sections 3.7.3 or 3.7.4, nothing in this Agreement shall obviate or diminish the pledge of the County Tax Allocation Increment by the County toward the repayment of any TAD Financing then outstanding.

### 3.8 TAD Advisory Committee.

3.8.1 The City agrees to create a TAD Advisory Committee, which body will consider and review all TAD Projects prior to their consideration for adoption by the City Council. Members of the TAD Advisory Committee shall include the Chair of the Hall County Board of Commissioners, or that official's designee, and the Hall County Administrator, or that official's designee, each as voting mernbers of such Committee, with the same powers and voting rights as all other members of said Committee.
3.8.2 Prior to the financing of any Project in whole or in part from Tax Allocation Increment or with TAD Financing, such Project will be reviewed by the TAD Advisory Committee for feasibility and consistency with the objectives of the Redevelopment Plan. Information to be reviewed by the TAD Advisory Committee for each proposed Project may include, but not be limited to, experience of the Development Team, proposed capital improvements to the site, analysis of non-TAD financing commitments or equity in the Project, and projected Tax Allocation Increment expected to be generated by such Project. Any Project recommended for funding to the City first must receive a favorable vote by a simple majority of the TAD Advisory Committee, at which time it will become an Approved Project.
3.9 TAD Project Financing Limit. No Approved Project that consists wholly of capital improvements to private property shall be eligible for or receive funding from either the TAD Special Fund or from the proceeds of TAD Financing, which funding exceeds $15 \%$ of the total project cost. The refunding of any TAD Financing to achieve debt service savings shall be excluded from the calculation of compliance with this limit; however, the outstanding principal balance of the related refunding bonds shall be included in the calculation.

### 3.10 Return of County's Pro Rata Share of Tax Allocation Increment After

 Redevelopment Costs Are Paid. Any funds remaining in the TAD Special Fund after all redevelopment costs and all TAD Financing have been paid or otherwise satisfied, which funds were derived from the County Tax Allocation Increment, shall be paid to the County within 90 days after the end of the calendar year, in the same manner and in the same proportion as the most recent distribution by the County, in accordance with the Redevelopment Powers Law.
### 3.11 Special Conditions, Stipulations or Requirements. The City shall promptly

 notify the County in writing of any special conditions, stipulations or requirements imposed at any time or from time to time hereafter by any other taxing authority with respect to the Tax Allocation Increment and the TAD. If so elected by the County, the County shall be entitled to the benefit of any special financial conditions, stipulations or requirements imposed with respect to the Tax Allocation Increment and the TAD. The parties hereto hereby agree that thisAgreement shall be amended or supplemented to provide for such special financial conditions, stipulations or requirements imposed hereafter, and the City hereby agrees to enter into any such amendment or supplement to this Agreement required as aforesaid.
3.12 City's Indemnification of County. The City hereby agrees to defend and hold harmless the County and its Commissioners, officials, employees, agents and representatives from and against any and all claims, losses, damages, costs or expenses arising from or in connection with any actions, claims, suits or challenges of any kind related to the exercise, use, implementation or performance by the City or its Redevelopment Agency of the City's rights, powers or authority under the Redevelopment Powers Law or the actions of the City or its Redevelopment Agency under this Agreement.
3.13 Limitation of Obligations. The County shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of County ad valorem taxes in the computation of the Tax Allocation Increment of the TAD as provided herein. TAD Bonds shall not constitute an indebtedness of or a charge against the general taxing power of the County.

## ARTICLE 4

4.1 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.
4.2 Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.
4.3 Survival of Warranties. All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.
4.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
4.5 Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County.
4.6 Notices. Except as otberwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by
reputable ovenight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

## CITY:

City of Gainesville, Georgia
300 Henry Ward Way
P.O. Box 2496

Gainesville, Georgia 30503
Attention: City Manager

## With A Copy to:

City Attorney James E. Palmour III
1294 W. Ridge Rd. Ste. B
Gainesville, Georgia 30501
Phone: 770-535-0222
Fax: 770-535-0444

## And A Copy to:

Sharon A. Gay, Esq.
McKenna Long \& Aldridge LLP
303 Peachtree St. NE, Suite 5300
Atlanta, Georgia 30308
Phone: 404-527-4676
Fax: 404-527-4198

## COUNTY:

Hall County Board of Commissioners
P.O. Drawer 1435

Gainesville, Georgia 30503
Attention: County Administrator

## With A Copy to:

County Attorney William H. Blalock Jr.
Stewart, Melvin \& Frost
200 Main Street, Suite 600
P.O. Box 3280

Gainesville, Georgia' 30503-3280
Phone: 770-536-0101
Fax: 770-532-2171
4.7 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
4.8 Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

## CITY OF GAINESVILLE, GEORGIA



Robert L. Hamrick, Mayor
[SEAL]


This 12thay of April, 2007.

## HALL COUNTY BOARD OF COMMISSIONERS

By:


Tom Oliver, Chairman
[SEAL]

## FLRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

This FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of this $18^{\text {th }}$ day of August, 2009 (the "Effective Date") by and between the CITY OF GAINESVILLE, GEORGIA, a municipal corporation of the State of Georgia (the "City") and the GAINESVILLE CITY SCHOOL DISTRICT (the "GCSD"), superseding all previous Intergovernmental Agreements between the City and GCSD related to the City of Gainesville's Tax Allocation District Number One - Midtown.

WHEREAS, the Council of the City of Gainesville (the "City"), by Ordinance 2006-53 adopted on October 17, 2006 (the "City Ordinance"), adopted and approved the Midtown Redevelopment Plan (the "Redevelopment Plan") and established Tax Allocation District Number One - Midtown (the "Midtown TAD") within the incorporated portion of Gainesville, Hall County, Georgia (the "County") in the area of the City (the "Redevelopment Area") as shown in the City Ordinance; and

WHEREAS, the City Ordinance provides that the Midtown TAD was created pursuant to the City's redevelopment powers as authorized by the Redevelopment Powers Law, O.C.G.A. $\S 36-44-1$, et seq., and became effective by operation of law on December 31, 2006; and

WHEREAS, the Gainesville City Board of Education consented to participate in the TAD in accordance with a Resolution and Intergovernmental Agreement passed in December 2006; and

WHEREAS, the Board of Education rescinded that consent by Resolution passed on March 27, 2009; and

WHEREAS, notwithstanding the Board of Education consent in 2006, no educational ad valorem tax increment has accrued in the Midtown TAD Special Fund; and

WHEREAS, since the Board of Education granted its initial consent, there has been a constitutional amendment authorizing school districts to participate in redevelopment which passed during a November 2008 voter referendum. See, 2008 GA. Laws 1211, et seq., Act 777; and

WHEREAS, since the Board of Education granted its initial consent, the Georgia General Assembly enacted Act 52 (House Bill 63), 2009 GA. Laws $\qquad$ , which became effective on April 22, 2009, repealing and reenacting the Redevelopment Powers Law, OCGA $\S \S$ 36-44-1 through 36-44-23, which reauthorizes the participation of school districts in redevelopment; and

WHEREAS, TADs are an invaluable tool that allow local communities to revitalize declining neighborhoods and commercial areas and turn them into vibrant, growing areas; and

WHEREAS, the City and the Board of Education now wish to memorialize their revised agreement regarding the GCSD's participation in the Midtown TAD.

## WITNESSETH:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the GCSD do hereby agree as follows:

## ARTICLE I

Section 1.1 Definitions. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:
(a) "Board" means the Gainesville City Board of Education, that elected entity which serves as the governing body responsible for the control and management of the Gainesville City School District.
(b) " 2009 Board Resolution" means that certain resolution adopted by the Gainesville City Board of Education on August 10,2009 (including any subsequent Resolution affirming and/or amending the same) consenting to the inclusion of certain ad valorem taxes levied for educational purposes in the computation of the Tax Allocation Increment, authorizing the execution, delivery and performance of this Agreement, subject to the terms and conditions set forth therein, and other related matters.
(c) "City" means that municipal corporation of the State of Georgia known as the City of Gainesville, Georgia.
(d) "City Ordinance" means that certain ordinance adopted by the Gainesville City Council, on October 17, 2006, approving and adopting the Midtown Gainesville Redevelopment Area and Tax Allocation District Number One - Midtown, establishing the Midtown Gainesville Redevelopment Area, creating the TAD, and other related matters.
(e) "GCSD" means that political subdivision of the State of Georgia known as the Gainesville City School District.
(f) "GCSD Tax Allocation Increment" means that portion of the Tax Allocation Increment accruing within the TAD in each calendar year commencing in 2010 attributable to ad valorem taxes levied by the GCSD for educational purposes in such calendar year.
(g) "Redevelopment Area" means that certain area located within the City as defined in O.C.G.A. §36-44-3(7), created by and established as a redevelopment area by the City in the City Ordinance and designated as "Midtown Gainesville Redevelopment Area," as more fully described in the City Ordinance and the Redevelopment Plan.
(h) "Redevelopment Costs" shall have the meaning set forth in O.C.G.A. § 36-443(8) of the Redevelopment Powers Law.
(i) "Redevelopment Plan" means that written plan of redevelopment for the Redevelopment Area adopted by the City in the City Ordinance and designated as the "Midtown Gainesville Redevelopment Plan," as more fully described in the City Ordinance, and as defined by O.C.G.A. §36-44-3(9).
(j) "Redevelopment Powers Law" means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as repealed and reenacted enacted by the Georgia General Assembly by Act 52 (House Bill 63), 2009 Ga. Laws $\qquad$ , which became effective on April 22, 2009.
(k) "Special Fund" means the special fund with respect to the TAD created pursuant to O.C.G.A. §36-44-11(c) of the Redevelopment Powers Law.
(l) "Tax Allocation District" or "TAD" means that certain area of the City within the Redevelopment Area defined and created as a tax allocation district, as provided in O.C.G.A. §36-44-3(13), by the City pursuant to the City Ordinance and designated as Midtown Gainesville Redevelopment Area and Tax Allocation District Number One Midtown (sometimes hereinafter referred to as the "Midtown TAD"), as more fully described in the City Ordinance and in the Redevelopment Plan.
(m) "Tax Allocation Increment Base" means the taxable value of all taxable real property subject to ad valorem property taxes, as certified by the state revenue commissioner, located within the TAD as of December 31, 2006, as provided in O.C.G.A. §§36-44-3(15), 36-44-10.
(n) "Tax Allocation Increment" means the tax allocation increment as defined by O.C.G.A. §36-44-3(14) of the Redevelopment Powers Law with respect to the Midtown Gainesville TAD.
(o) "TAD Bonds" means those certain tax allocation bonds, notes or other obligations hereinafter issued by or on behalf of the City in accordance with O.C.G.A. §36-44-3(12) with respect to the TAD that the City may issue as necessary to implement provisions of the Redevelopment Plan, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times.
(p) "TAD Financing" means methods of financing Redevelopment Costs within the TAD including TAD Bonds, bank loans and pay-as-you-go funding directly from the Special Fund without any financing obligations.

## ARTICLE II

Section 2.1 Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:
(a) The TAD was duly created by the City pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Ordinance, and the TAD became effective by operation of law on December 31, 2006. The Redevelopment Plan was duly adopted by the City pursuant to the Redevelopment Powers Law and the City Ordinance.
(b) The City made certain findings contained within the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the TAD.
(c) The City intends to authorize the issuance of TAD Bonds or other authorized means of TAD financing as may be necessary to implement provisions of the Redevelopment Plan, subject to the requirements of O.C.G.A. §36-44-14.
(d) The City is authorized to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement.
(e) The City has submitted a School Impact Analysis to the Board as prescribed by O.C.G.A. $\sqrt{3} 6-44-3(9)(\mathrm{R})$, addressing the financial and operational impact on the school system of the proposed redevelopment arising from the TAD.

Section 2.2 Representations of the GCSD. The GCSD makes the following representations as the basis for the undertakings on its part herein contained:
(a) Ad valorem taxes levied for educational purposes and derived from the Tax Allocation District may be included in the computation of Tax Allocation Increment from the City's Tax Allocation District with the consent of the Board by duly adopted resolution, pursuant to GA Const. Art. 9, Sec. 2, Par. VII (b) (as amended) and O.C.G.A. §36-44-9(a).
(b) The GCSD is authorized to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement including, without limitation, the inclusion of ad valorem property taxes derived by the GCSD from ad valorem property taxes levied by the GCSD on taxable real property within the TAD in the computation of the Tax Allocation Increment for the purposes set forth in the Redevelopment Plan.
(c) The Board of Education is in receipt of the School Impact Analysis from the City of Gainesville as prescribed by O.C.G.A. $\S 36-44-3(9)(\mathrm{R})$, addressing the financial and operational impact on the school system of the proposed redevelopment in the TAD.

## ARTICLE III

Section 3.1 Constitutional Authority to Contract. Pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution, the parties are authorized to contract for any period not exceeding 50 years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services, or facilities which the City and GCSD are authorized by law to undertake or provide

Section 3.2 Term of the Agreement. The term of this Intergovernmental Agreement (the "Term") shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until all TAD Bonds and other redevelopment costs have been paid in full and the TAD has been dissolved, but in any event this Agreement shall terminate no later than fifty (50) years from its Effective Date in accordance with the provisions of GA CONST. Article IX, SECTION III, Paragraph I.

Section 3.3 Certification of Tax Allocation Increment Base. The City and the GCSD hereby agree that the Tax Allocation Increment Base for the TAD, which has been certified by the State Revenue Commissioner as of December 31, 2006, as required by O.C.G.A. $\S 36-44-10$, is the taxable value of all real property subject to ad valorem property taxation located within the TAD, net of all exemptions and exclusions as of such applicable date.

Section 3.4 Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment Commencing January 1, 2010. Pursuant to the 2009 Board Resolution, the GCSD has consented and agreed to inclusion of ad valorem taxes levied for educational purposes on real property within the TAD in the computation of the Tax Allocation Increment in accordance with the Redevelopment Powers Law, commencing as of January 1, 2010, subject to and in accordance with this Agreement.

Section 3.5 Return of GCSD Tax Allocation Increment After Redevelopment Costs Are Paid. Any amounts remaining in the Special Fund after all redevelopment costs and all TAD Bonds have been paid or otherwise satisfied and the TAD had been dissolved, which funds were derived from the GCSD Tax Allocation Increment, shall be paid to the GCSD within 90 days after the end of the calendar year in which the TAD is dissolved, in the same manner and the same proportion as the most recent distribution by the applicable collecting tax authority in accordance with the Redevelopment Powers Law.

Section 3.6 Limitation of Obligations. The GCSD shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of GCSD ad valorem taxes in the computation of the Tax Allocation Increment of the TAD as provided herein. TAD Bonds shall not constitute an indebtedness of or a charge against the general taxing power of the GCSD.

## ARTICLE IV

## INTERGOVERNMENTAL COOPERATION

Section 4.1 Reporting. Commencing with calendar year 2009 and each calendar year thereafter the City will provide to the GCSD, within sixty (60) days after the end of each such
calendar year, a comprehensive annual report regarding the amount of positive Tax Allocation Increment deposited in the Special Fund, the use of such funds, and a description of the projects that have received TAD Financing.

## Section 4.2 Five-Year Review.

(a) The City will present a comprehensive and cumulative report on the status of all development undertaken within the TAD to the Chair of the Board commencing in January 2015 and then in January every five (5) years thereafter, until the TAD has been dissolved.
(b) The City and the Board agree to cooperatively review the report to determine (i) whether the TAD goals and incremental milestones as stated in the Redevelopment Plan have been achieved during the previous 5 -year period, and (ii) whether there has been sufficient increment generated and deposited into the Special Fund to pay all debt service when due on TAD Bonds and other obligations.
(c) At the conclusion of each 5-year period, including the period ending in January 2015, the Board shall have the option not to pledge the GCSD Tax Allocation Increment to any future TAD Financing or Redevelopment Costs by enacting a Resolution expressing such intent, which shall be delivered to the City as provided in Section 6.6, within ninety (90) days after the receipt of the report described in subsection (a) above. This determination shall be within the sole discretion of the Board.
(d) Notwithstanding any decision by the Board with regard to future TAD Bonds nothing in this agreement shall obviate or diminish the pledge of GCSD Tax Allocation Increment by the Board toward the repayment of any TAD Bonds then outstanding.

Section 4.3 Representation on the Midtown TAD Advisory Committee. The City, in its capacity as Redevelopment Agent for the TAD, hereby agrees that the Midtown TAD Advisory Committee assembled to consider TAD projects and policies shall be composed of nine (9) members, whose members shall be appointed as follows:

Appointing Authority
Number and Position of Appointees

| City of Gainesville | 4 Appointees to include one representative of the <br> Gainesville-Hall County Chamber of Commerce, and <br> one resident of the City who is neither an elected <br> official nor employee of the City. |
| :--- | :--- |
| Gainesville City Board of Education | 3 Appointees to include the Superintendent, the <br> Board Chair or those officials' designees, and 1 <br> additional appointee |


| Hall County Commission | 2 Appointees to include the Commission Chair and <br> County Manager, or those officials' designees. |
| :--- | :--- |

Section 4.4 Approval of TAD Projects by Midtown TAD Advisory Committee. Prior to the financing of any project in whole or in part from Tax Allocation Increment or with TAD Financing, such project will be reviewed by the TAD Advisory Committee for feasibility and consistency with the objectives of the Redevelopment Plan. Information to be reviewed by the TAD Advisory Committee for each proposed project may include, but is not limited to, experience of the Development Team, proposed capital improvements to the site, analysis of non-TAD financing commitments or equity in the project, and projected Tax Allocation Increment expected to be generated by such project. Any project or reimbursement of redevelopment costs to be recommended for funding to the City first must receive a favorable vote by a simple majority of the TAD Advisory Committee.

## ARTICLE V <br> FUNDING OF RESIDENTIAL DEVELOPMENT

Section 5.1 The City agrees that residential projects or mixed-use projects with residential components which are eligible for and receive TAD Financing shall not exceed 35 percent of the total value of projects approved to be measured over each 5 -year period as provided in Section 4.2, and in no event, more than 800 residential units total.

Section 5.2 The City agrees to solicit and encourage residential or mixed-use developments for TAD Financing which serve active adult (age 55+) or senior citizen residents.

Section 5.3 The City agrees that no less than 70 percent of the residential units which receive TAD Financing will have two or fewer bedrooms per individual unit, to be measured over 5-year periods as provided in Section 4.2.

## ARTICLE VI

Section 6.1 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

Section 6.2 Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

Section 6.3 Survival of Warranties. All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

Section 6.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.5 Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the GCSD and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the GCSD.

Section 6.6 Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the GCSD at the addresses shown below or at such other addresses as may be furnished by the City and the GCSD in writing from time to time:

## CITY:

City of Gainesville, Georgia
300 Green Street
P.O. Box 2496

Gainesville, Georgia 30503
Attention: City Manager
With a copy to the City Attorney:
Mr. James E. Palmour, III
1294 W. Ridge Rd. Ste. B
Gainesville, GA 30501
770-535-0222 Telephone
770-535-0444 Facsimile
And to:
Sharon A. Gay, Esq.
McKenna Long \& Aldridge LLP
303 Peachtree Street, NE, Suite 5300
Atlanta, Georgia 30308
404-527-4676 Telephone
404-527-4198 Facsimile

# GAINESVILLE CITY SCHOOL DISTRICT: 

Gainesville City School District
508 Oak Street
Gainesville, Georgia 30501
Attention: Superintendent
With a copy to the GCSD Attorney:
Phillip L. Hartley, Esq.
Harben, Hartley \& Hawkins, LLP
Wachovia Center, Suite 750
340 Jesse Jewell Parkway
Gainesville, Georgia 30501
(770) 534-7341 Telephone
(770) 532-0399 Facsimile

Section 6.7 Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

IN WITNESS WHEREOF, the City and the GCSD have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

This $18^{\text {th }}$ day of August_, 2009.

CITY OF GAINESVILLE, GEORGIA

By: Anyitle $\sqrt{\text { MYRFLE W. FIGUERAS, MAYOR }}$

Attest:


This 17 day of August 2009.

atres: Nuizaun olym
DR. MERRI ANNE DYER, SUPERINTENDENT
SECRETARY EX OFFICIO

## AGENDA ITEM

## Consent

REPORT TO: Work Session (01/08/24)
REPORT TO:
Voting Meeting (01/11/24)
ITEM NO:
667/2023
SUBJECT:

District Advisory Committee (TADAC). County Administrator's Appointment.

## Meetings:

## Work Session Date:

Voting Meeting Date: $\quad 01 / 11 / 24$

B

## Presenter:

Recommendation:
N/A

## Purpose of Request:

Per the intergovernmental agreement with the City of Gainesville and the Hall County Board of Commissioners dated May 1, 2007, members of the TAD Advisory Committee appointed by Hall County shall include the Chair of the Hall County Board of Commissioners, or that official's designee, and the Hall County Administrator, or that official's designee, each as voting members of such Committee, with the same powers and voting rights as all other members of said Committee.

## History:

## Options:

Are funds within current budget? No

## Source of Funds

Does the action involve a Resolution, Ordinance, Contract, No Agreement, etc.?
Has it been reviewed by the County Attorney? Yes
Is there a deadline for this item?
Approvals:

| Approve | Clerk |
| :---: | :---: |
| JR | JR |

## Attachments:

2007 TAD IGA
2009 TAD IGA - First Amendment

## INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of this $\stackrel{\text { 关 }}{ }$ day of May , 2007 (the "Effective Date") by and between the CITY OF GAINESVILLE, GEORGIA, a municipal corporation of the State of Georgia (the "City") and the HALL COUNTY BOARD OF COMMISSIONERS, the duly elected governing authority of a political subdivision of the State of Georgia (the "County").

$$
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\mathbf{I} & \mathbf{T} & \mathbf{N} & \mathbf{E} & \mathbf{S} & \mathbf{S} & \mathbf{E} & \mathbf{T} & \mathbf{H}:
\end{array}
$$

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the County do hereby agree, as follows:

## ARTICLE 1

## DEFINITIONS

In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:
1.1 "Agreement" or "Intergovernmental Agreement" means this Intergovernmental Agreement, dated as of May / St, 2007, between the City and the County.
1.2 "Approved Projects" means, collectively, the specific capital improvements to be undertaken within the Midtown TAD by the City or by a private developer to achieve the goals and objectives of the Redevelopment Plan, as approved by the TAD Advisory Committee and recommended to the Redevelopment Agency for TAD Financing, in accordance with Section 3.8.2 of this agreement.
1.3 "Board of Education" means the Board of Education of the City of Gainesvilie, Georgia.
1.4 "Board of Education Resolution" means that certain resolution adopted by the Board of Education on December 6, 2006, inter alia, consenting to the inclusion of certain Board of Education ad valorem taxes in the computation of the Tax Allocation Increments for the TAD.
1.5 "Bond Indenture" means, collectively and each respectively, each Trust Indenture, Bond Resolution, Bond Ordinance, Loan Agreement, Financing Agreement or other document pursuant to which one or more series of TAD Bonds is issued.
1.6 "City" means the City of Gainesville, Georgia.
1.7 "City Ordinance" means that certain ordinance adopted by the Gainesville City Council on October 17, 2006, approving and adopting the Midtown Gainesville Redevelopment Area and Tax Allocation District Number One - Midtown, establishing the Midtown Gainesville Redevelopment Area, creating the TAD and other related matters.
1.8 "Commencement of Construction of Significant Projects" means, for the purposes of this Agreement, that one or more building permits shall have been issued for, and construction or renovation shall have commenced on, one or more significant structural components of one or more of the Approved Projects contemplated by the Redevelopment Plan (excluding streetscapes and similar publicly owned infrastructure), which construction is anticipated to result in Tax Allocation Increment.

## 1.9 "County" means Hall County, Georgia

1.10 "County Resolution" means that certain resolution adopted by the Board of Commissioners of the County on April 12, 2007, inter alia, consenting to the inclusion of certain County ad valorem taxes in computation of the Tax Allocation Increments with respect to the TAD subject to the terms and conditions set forth therein and herein, authorizing the execution, delivery and performance of this Agreement, and other related matters.
1.11 "County Tax Allocation Increment" means that portion of the Tax Allocation Increment for the TAD in each calendar year consisting of the County's portion of the Real Property Tax Allocation Increment in each case attributable to County ad valorem taxes for such calendar year.
1.12 "Excess Funds" means, during the term of this Agreement, in each calendar year, the amount by which the Tax Allocation Increment collected during such calendar year exceeds the amount required to make the Scheduled Debt Service Payments on the TAD Financing in each Bond Year (as defined in the Bond Indenture), to replenish any deficiency in any debt service reserve fund established for the TAD Financing under the Bond Indenture, to satisfy any other payment obligations of the City directly related to the TAD Financing and required to be paid from Tax Allocation Increment pursuant to the Bond Indenture (such as, without limitation, to the extent required to be paid from Tax Allocation Increment by the Bond Indenture, rebate payments to the U.S. Treasury Department, bond trustee's fees and other administrative costs of the TAD Financing).
1.13 "Midtown TAD" or "TAD" means that certain tax allocation district (as defined in O.C.G.A. §36-44-3(13)) created by the City and designated as the "Midtown Gainesville Tax Allocation District," as more fully identified in the applicable redevelopment plan with respect thereto approved by the City.
1.14 "Projects" means those capital improvements undertaken to achieve the goals and objectives of the Redevelopment Plan, as may be presented to the TAD Advisory Committee for consideration for TAD Financing, as required by Section 3.8.2.
1.15 "Redevelopment Agency" means the City Council of the City of Gainesville, Georgia, which will act as the redevelopment agency, in accordance with the Redevelopment Powers Law.
1.16 "Redevelopment Area" means that certain area located within the geographic limits of the City and within the County created and established as a redevelopment area (as defined in O.C.G.A. §36-44-3(7)) by the City in the City Ordinance and designated as the "Midtown Gainesville Redevelopment Area", as more fully described in the City Ordinance and the Redevelopment Plan.
1.17 "Redevelopment Costs" shall have the meaning set forth in O.C.G.A. §36-443(8).
1.18 "Redevelopment Plan" means the written plan of redevelopment for the Redevelopment Area approved by the City in the City Ordinance and designated as the "Redevelopment Plan for the Midtown Gainesville Tax Allocation District."
1.19 "Redevelopment Powers Law" means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time.
1.20 "Scheduled Debt Service Payments" means the aggregate scheduled principal and interest payments on the TAD Bonds in each calendar year in accordance with the Bond Indenture, which shall include any scheduled sinking fund redemption payments on the TAD bonds or other TAD Financing in such year.
1.21 "Special Fund" means the special fund with respect to the Midtown TAD created pursuant to O.C.G.A. §36-44-11(c).
1.22 "TAD Financing" means those certain tax allocation bonds, notes or other obligations issued by the City in accordance with O.C.G.A. §36-44-3(12), or funds borrowed from financial institutions in accordance with O.C.G.A. $\S 36-44-16$ with respect to the Midtown TAD, that the City may issue or borrow as necessary to implement the provisions of the Redevelopment Plan, as provided in the City Ordinance, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times.
1.23 "Tax Allocation Increment" means the amount of the tax allocation increment with respect to real property accrued in each calendar year within the Midtown TAD, as provided in O.C.G.A. §36-44-3(14).
1.24 "Term" means the term of this Agreement as prescribed in Section 3.1 hereof.

## ARTICLE 2

## RECITALS

2.1 The creation of the Midtown TAD, the redevelopment and improvement of the Midtown TAD, and the development of the Approved Projects are expected to result (in addition to increased Tax Allocation Increments) in certain other increased revenues to the City, which may include, without limitation, (i) certain one-time revenues such as increased building pernit fees and inspections fees and (ii) certain on-going annual revenues such as increased business licenses, beer, liquor and wine licenses, Sunday sales permits, beer, liquor and wine excise taxes, liquor by the drink taxes and cable TV franchise fees. The creation of the Midtown TAD, the redevelopment and improvement of the Midtown TAD, and the development of the Approved Projects may result (in addition to increased Tax Allocation Increments) in certain other increased revenues to the Board of Education, including additional sales tax revenues from the operation of the Projects. The creation of the Midtown TAD, the redevelopment and improvement of the Midtown TAD, and the development of the Approved Projects may result (in addition to increased Tax Allocation Increments) in certain other increased revenues to the County. The parties to this Agreement, however, acknowledge that the aforesaid recitals concerning certain other increased revenues are included in this Agreement solely as recitals and shall have no impact or effect on the other terms of this Agreement.

### 2.2 Representations of the City.

The City makes the following representations as the basis for the undertakings on its part herein contained:
2.2.1 The City created the Midtown TAD effective as of December 31, 2006 pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Ordinance. The City duly adopted the Redevelopment Plan pursuant to the Redevelopment Powers Law and the City Ordinance.
2.2.2 The City has made certain findings with respect to the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that: (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the Midtown TAD.
2.2.3 The City intends to authorize the issuance of TAD bonds or other means of TAD Financing as may be necessary to implement provisions of the Redevelopment Plan.
2.2.4 The City is permitted by Article IX, Section III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the County for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with
activities, services or facilities the contracting parties are authorized by law to undertake or provide.
2.2.5 The City has the power to enter into this Agreement and perform all obligations contained herein, and by proper action has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid and binding legal obligation of the City, enforceable against the City in accordance with its terms.

### 2.3 Representations of the County.

The County makes the following representations as the basis for the undertakings on its part herein contained:
2.3.1 The County is permitted by Article IX, SECTION III, Paragraph I of the Georgia Constitution to contract for any period not exceeding fifty (50) years with the City for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities the contracting parties are authorized by law to undertake or provide.
2.3.2 The County has the power to enter into this Agreement and perform all obligations contained in this Agreement, and by proper action has duly authorized the execution, delivery and performance of this Agreement, including, without limitation, the inclusion of ad valorem property taxes levied by the County on taxable real property within the Midtown TAD in the computation of the Tax Allocation Increments for the purposes set forth in the Redevelopment Plan, pursuant O.C.G.A. §36-44-9(c).
2.3.3 This Agreement is a valid and binding legal obligation of the County, enforceable against the County in accordance with its terms.

## ARTICLE 3

3.1 Term of the Agreement. The term of this Agreement (the "Term") shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until all TAD Bonds and other redevelopment costs have been paid in full and the Midtown TAD has been dissolved, except as otherwise provided herein.
3.2 Certification of Tax Allocation Increment Base. The City and the County hereby agree that the Tax Allocation Increment Base for the Midtown TAD, which has or will be certified by the State Revenue Commissioner as of December 31, 2006, is the taxable value of all real property subject to ad valorem property taxation located within the $T A D$, net of all exemptions and exclusions applicable as of such date.

### 3.3 Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment for City TAD.

3.3.1 Pursuant to the County Resolution, the County hereby consents and agrees to the inclusion of County ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increments for the TAD in accordance with the Redevelopment Powers Law, effective as of December 31, 2006, subject to and in accordance with this Agreement.
3.3.2 Commencing in 2007, the County agrees to remit to the City each year, in accordance with the Redevelopment Powers Law, the County Tax Allocation Increment for the TAD for such year within forty-five (4.5) days after the due date for all ad valorem taxes paid by the due date and within forty-five (45) days after the end of the calendar month of collection as to all such taxes paid after the due date therefor.

### 3.4 Issuance of TAD Bonds or other TAD Financing.

3.4.1 By no later than December 31, 2011: (i) the City shall issue or cause TAD bonds or other TAD Financing to be issued, or (ii) the Commencement of Construction of Significant Projects shall have occurred.
3.4.2 The aggregate principal amount of any and all TAD Financing issued with respect to the TAD shall be determined on the basis of the judgment of qualified professionals as to the projected estimate of the Tax Allocation Increment.
3.4.3 In the event the deadline set forth in subsection 3.4.1 is not met, the consent of the County to the inclusion of its ad valorem taxes on real property within the TAD in the computation of the Tax Allocation Increment for the TAD shall automatically terminate as of December 31,2011. In such event, the County Tax Allocation Increment accumulated and remaining in the Special Fund through such termination date shall be paid to the County by the City within forty-five (45) days after the termination date.
3.5 Reporting. Commencing: with calendar year 2007 and each calendar year thereafter, the City as the Redevelopment Agency for the TAD, will provide to the County, within sixty (60) days after the end of each such calendar year, a comprehensive annual report regarding the amount of positive Tax Allocation Increment.deposited in the TAD Special Fund, the use of such funds and the status of all development undertaken within the TAD.
3.6 Use of County Tax Allocation Increment. The County's Tax Allocation Increment may be used for the following purposes:
3.6.1 To pay,TAD financing costs as defined in O.C.G.A. §36-44-3(8)(B).
3.6.2 To pay organizational costs, imputed administrative costs, and professional services costs associated with the implementation of the Redevelopment Plan and TAD as provided in O.C.G.A. §36-44-3(8).
3.6.3 To pay capital costs, professional services costs and real property assembly costs associated with private development on private property.
3.6.4 Excess Funds attributable to the County Tax Allocation Increment from any calendar year may be applied by the City to prepay the amount of TAD Financing then outstanding.
3.6.5 Nothing in this section shall be intended or should be construed to limit the use of proceeds from TAD Bonds or other TAD Financing, and the same may be used for all purposes allowed under the Redevelopment Powers Law.

### 3.7 Three-Year Review.

3.7.1 The Redevelopment Agency will present a comprehensive and cumulative report on the status of all expenditures from the Special Fund, the issuance of TAD Financing and the development undertaken within the Midtown TAD to the Board of Commissioners commencing in January 2011 and then in January every three (3) years thereafter, until the TAD has been dissolved.
3.7.2 The City and the County agree to cooperatively review the report to determine whether the goals and incremental milestones of the Midtown TAD as stated in the Redevelopment Plan have been achieved during the previous 3-year period, and whether there has been sufficient Tax Allocation Increment generated and deposited into the Special Fund to pay all Scheduled Debt Service Payments when due on TAD Financing, to satisfy all other terms of the Bond Indenture, and meet any other obligations related to TAD Financing.
3.7.3 At the end of each 3-year period, the County shall have the option not to pledge the County Tax Allocation Increment to future TAD Financing or future Redevelopment Costs by enacting a Resolution expressing its intent, which shall be delivered to the City as provided in Section 4.6, within ninety (90) days after the end of the applicable 3 -year period.
3.7.4 Pursuant to the provisions of O.C.G.A. $\S 36-44-3(8)(\mathrm{G})$ and to the extent Excess Funds are available in each year, at the end of each 3-year period the County may elect whether to seek return of the County's pro rata share of Excess Funds (the "Excess County Tax Allocation Increment") for the next 3-year period. If the County enacts a Resolution expressing its intent to receive the Excess County Tax Allocation Increment, which shall be delivered to the City as provided in Section 4.6, within ninety (90) days after the end of the applicable 3year period, the City will expeditiously pay (within sixty (60) days after the end of each calendar year) an amount determined to be the County's pro rata share (based upon the percentage of the County's millage rates as compared to the total millage rates, in each case, of taxes used in computing the Tax Allocation Increment for the TAD in each such year in accordance with the Redevelopment Powers Law, computed to the second decimal point) of Excess Funds.
3.7.5 Notwithstanding any decision by the County as expressed by Resolution pursuant to Sections 3.7.3 or 3.7.4, nothing in this Agreement shall obviate or diminish the pledge of the County Tax Allocation Increment by the County toward the repayment of any TAD Financing then outstanding.

### 3.8 TAD Advisory Committee.

3.8.1 The City agrees to create a TAD Advisory Committee, which body will consider and review all TAD Projects prior to their consideration for adoption by the City Council. Members of the TAD Advisory Committee shall include the Chair of the Hall County Board of Commissioners, or that official's designee, and the Hall County Administrator, or that official's designee, each as voting mernbers of such Committee, with the same powers and voting rights as all other members of said Committee.
3.8.2 Prior to the financing of any Project in whole or in part from Tax Allocation Increment or with TAD Financing, such Project will be reviewed by the TAD Advisory Committee for feasibility and consistency with the objectives of the Redevelopment Plan. Information to be reviewed by the TAD Advisory Committee for each proposed Project may include, but not be limited to, experience of the Development Team, proposed capital improvements to the site, analysis of non-TAD financing commitments or equity in the Project, and projected Tax Allocation Increment expected to be generated by such Project. Any Project recommended for funding to the City first must receive a favorable vote by a simple majority of the TAD Advisory Committee, at which time it will become an Approved Project.
3.9 TAD Project Financing Limit. No Approved Project that consists wholly of capital improvements to private property shall be eligible for or receive funding from either the TAD Special Fund or from the proceeds of TAD Financing, which funding exceeds $15 \%$ of the total project cost. The refunding of any TAD Financing to achieve debt service savings shall be excluded from the calculation of compliance with this limit; however, the outstanding principal balance of the related refunding bonds shall be included in the calculation.

### 3.10 Return of County's Pro Rata Share of Tax Allocation Increment After

 Redevelopment Costs Are Paid. Any funds remaining in the TAD Special Fund after all redevelopment costs and all TAD Financing have been paid or otherwise satisfied, which funds were derived from the County Tax Allocation Increment, shall be paid to the County within 90 days after the end of the calendar year, in the same manner and in the same proportion as the most recent distribution by the County, in accordance with the Redevelopment Powers Law.
### 3.11 Special Conditions, Stipulations or Requirements. The City shall promptly

 notify the County in writing of any special conditions, stipulations or requirements imposed at any time or from time to time hereafter by any other taxing authority with respect to the Tax Allocation Increment and the TAD. If so elected by the County, the County shall be entitled to the benefit of any special financial conditions, stipulations or requirements imposed with respect to the Tax Allocation Increment and the TAD. The parties hereto hereby agree that thisAgreement shall be amended or supplemented to provide for such special financial conditions, stipulations or requirements imposed hereafter, and the City hereby agrees to enter into any such amendment or supplement to this Agreement required as aforesaid.
3.12 City's Indemnification of County. The City hereby agrees to defend and hold harmless the County and its Commissioners, officials, employees, agents and representatives from and against any and all claims, losses, damages, costs or expenses arising from or in connection with any actions, claims, suits or challenges of any kind related to the exercise, use, implementation or performance by the City or its Redevelopment Agency of the City's rights, powers or authority under the Redevelopment Powers Law or the actions of the City or its Redevelopment Agency under this Agreement.
3.13 Limitation of Obligations. The County shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of County ad valorem taxes in the computation of the Tax Allocation Increment of the TAD as provided herein. TAD Bonds shall not constitute an indebtedness of or a charge against the general taxing power of the County.

## ARTICLE 4

4.1 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.
4.2 Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.
4.3 Survival of Warranties. All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.
4.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
4.5 Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the County and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the County.
4.6 Notices. Except as otberwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by
reputable ovenight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the County at the addresses shown below or at such other addresses as may be furnished by the City and the County in writing from time to time:

## CITY:

City of Gainesville, Georgia
300 Henry Ward Way
P.O. Box 2496

Gainesville, Georgia 30503
Attention: City Manager

## With A Copy to:

City Attorney James E. Palmour III
1294 W. Ridge Rd. Ste. B
Gainesville, Georgia 30501
Phone: 770-535-0222
Fax: 770-535-0444

## And A Copy to:

Sharon A. Gay, Esq.
McKenna Long \& Aldridge LLP
303 Peachtree St. NE, Suite 5300
Atlanta, Georgia 30308
Phone: 404-527-4676
Fax: 404-527-4198

## COUNTY:

Hall County Board of Commissioners
P.O. Drawer 1435

Gainesville, Georgia 30503
Attention: County Administrator

## With A Copy to:

County Attorney William H. Blalock Jr.
Stewart, Melvin \& Frost
200 Main Street, Suite 600
P.O. Box 3280

Gainesville, Georgia' 30503-3280
Phone: 770-536-0101
Fax: 770-532-2171
4.7 Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable under any particular circumstances, because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
4.8 Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

IN WITNESS WHEREOF, the City and the County have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

## CITY OF GAINESVILLE, GEORGIA



Robert L. Hamrick, Mayor
[SEAL]


This 12thay of April, 2007.

## HALL COUNTY BOARD OF COMMISSIONERS

By:


Tom Oliver, Chairman
[SEAL]

## FLRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

This FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of this $18^{\text {th }}$ day of August, 2009 (the "Effective Date") by and between the CITY OF GAINESVILLE, GEORGIA, a municipal corporation of the State of Georgia (the "City") and the GAINESVILLE CITY SCHOOL DISTRICT (the "GCSD"), superseding all previous Intergovernmental Agreements between the City and GCSD related to the City of Gainesville's Tax Allocation District Number One - Midtown.

WHEREAS, the Council of the City of Gainesville (the "City"), by Ordinance 2006-53 adopted on October 17, 2006 (the "City Ordinance"), adopted and approved the Midtown Redevelopment Plan (the "Redevelopment Plan") and established Tax Allocation District Number One - Midtown (the "Midtown TAD") within the incorporated portion of Gainesville, Hall County, Georgia (the "County") in the area of the City (the "Redevelopment Area") as shown in the City Ordinance; and

WHEREAS, the City Ordinance provides that the Midtown TAD was created pursuant to the City's redevelopment powers as authorized by the Redevelopment Powers Law, O.C.G.A. $\S 36-44-1$, et seq., and became effective by operation of law on December 31, 2006; and

WHEREAS, the Gainesville City Board of Education consented to participate in the TAD in accordance with a Resolution and Intergovernmental Agreement passed in December 2006; and

WHEREAS, the Board of Education rescinded that consent by Resolution passed on March 27, 2009; and

WHEREAS, notwithstanding the Board of Education consent in 2006, no educational ad valorem tax increment has accrued in the Midtown TAD Special Fund; and

WHEREAS, since the Board of Education granted its initial consent, there has been a constitutional amendment authorizing school districts to participate in redevelopment which passed during a November 2008 voter referendum. See, 2008 GA. Laws 1211, et seq., Act 777; and

WHEREAS, since the Board of Education granted its initial consent, the Georgia General Assembly enacted Act 52 (House Bill 63), 2009 GA. Laws $\qquad$ , which became effective on April 22, 2009, repealing and reenacting the Redevelopment Powers Law, OCGA $\S \S$ 36-44-1 through 36-44-23, which reauthorizes the participation of school districts in redevelopment; and

WHEREAS, TADs are an invaluable tool that allow local communities to revitalize declining neighborhoods and commercial areas and turn them into vibrant, growing areas; and

WHEREAS, the City and the Board of Education now wish to memorialize their revised agreement regarding the GCSD's participation in the Midtown TAD.

## WITNESSETH:

In consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the GCSD do hereby agree as follows:

## ARTICLE I

Section 1.1 Definitions. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings specified below, unless the context or use indicates another or different meaning or intent:
(a) "Board" means the Gainesville City Board of Education, that elected entity which serves as the governing body responsible for the control and management of the Gainesville City School District.
(b) " 2009 Board Resolution" means that certain resolution adopted by the Gainesville City Board of Education on August 10,2009 (including any subsequent Resolution affirming and/or amending the same) consenting to the inclusion of certain ad valorem taxes levied for educational purposes in the computation of the Tax Allocation Increment, authorizing the execution, delivery and performance of this Agreement, subject to the terms and conditions set forth therein, and other related matters.
(c) "City" means that municipal corporation of the State of Georgia known as the City of Gainesville, Georgia.
(d) "City Ordinance" means that certain ordinance adopted by the Gainesville City Council, on October 17, 2006, approving and adopting the Midtown Gainesville Redevelopment Area and Tax Allocation District Number One - Midtown, establishing the Midtown Gainesville Redevelopment Area, creating the TAD, and other related matters.
(e) "GCSD" means that political subdivision of the State of Georgia known as the Gainesville City School District.
(f) "GCSD Tax Allocation Increment" means that portion of the Tax Allocation Increment accruing within the TAD in each calendar year commencing in 2010 attributable to ad valorem taxes levied by the GCSD for educational purposes in such calendar year.
(g) "Redevelopment Area" means that certain area located within the City as defined in O.C.G.A. §36-44-3(7), created by and established as a redevelopment area by the City in the City Ordinance and designated as "Midtown Gainesville Redevelopment Area," as more fully described in the City Ordinance and the Redevelopment Plan.
(h) "Redevelopment Costs" shall have the meaning set forth in O.C.G.A. § 36-443(8) of the Redevelopment Powers Law.
(i) "Redevelopment Plan" means that written plan of redevelopment for the Redevelopment Area adopted by the City in the City Ordinance and designated as the "Midtown Gainesville Redevelopment Plan," as more fully described in the City Ordinance, and as defined by O.C.G.A. §36-44-3(9).
(j) "Redevelopment Powers Law" means Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as repealed and reenacted enacted by the Georgia General Assembly by Act 52 (House Bill 63), 2009 Ga. Laws $\qquad$ , which became effective on April 22, 2009.
(k) "Special Fund" means the special fund with respect to the TAD created pursuant to O.C.G.A. §36-44-11(c) of the Redevelopment Powers Law.
(l) "Tax Allocation District" or "TAD" means that certain area of the City within the Redevelopment Area defined and created as a tax allocation district, as provided in O.C.G.A. §36-44-3(13), by the City pursuant to the City Ordinance and designated as Midtown Gainesville Redevelopment Area and Tax Allocation District Number One Midtown (sometimes hereinafter referred to as the "Midtown TAD"), as more fully described in the City Ordinance and in the Redevelopment Plan.
(m) "Tax Allocation Increment Base" means the taxable value of all taxable real property subject to ad valorem property taxes, as certified by the state revenue commissioner, located within the TAD as of December 31, 2006, as provided in O.C.G.A. §§36-44-3(15), 36-44-10.
(n) "Tax Allocation Increment" means the tax allocation increment as defined by O.C.G.A. §36-44-3(14) of the Redevelopment Powers Law with respect to the Midtown Gainesville TAD.
(o) "TAD Bonds" means those certain tax allocation bonds, notes or other obligations hereinafter issued by or on behalf of the City in accordance with O.C.G.A. §36-44-3(12) with respect to the TAD that the City may issue as necessary to implement provisions of the Redevelopment Plan, which may include one or more series of bonds, notes or other obligations and which may be issued at one or more times.
(p) "TAD Financing" means methods of financing Redevelopment Costs within the TAD including TAD Bonds, bank loans and pay-as-you-go funding directly from the Special Fund without any financing obligations.

## ARTICLE II

Section 2.1 Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:
(a) The TAD was duly created by the City pursuant to its redevelopment powers as authorized by the Redevelopment Powers Law and the City Ordinance, and the TAD became effective by operation of law on December 31, 2006. The Redevelopment Plan was duly adopted by the City pursuant to the Redevelopment Powers Law and the City Ordinance.
(b) The City made certain findings contained within the Redevelopment Plan in accordance with the Redevelopment Powers Law, including, without limitation, that (i) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan, and (ii) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the TAD.
(c) The City intends to authorize the issuance of TAD Bonds or other authorized means of TAD financing as may be necessary to implement provisions of the Redevelopment Plan, subject to the requirements of O.C.G.A. §36-44-14.
(d) The City is authorized to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement.
(e) The City has submitted a School Impact Analysis to the Board as prescribed by O.C.G.A. $\sqrt{3} 6-44-3(9)(\mathrm{R})$, addressing the financial and operational impact on the school system of the proposed redevelopment arising from the TAD.

Section 2.2 Representations of the GCSD. The GCSD makes the following representations as the basis for the undertakings on its part herein contained:
(a) Ad valorem taxes levied for educational purposes and derived from the Tax Allocation District may be included in the computation of Tax Allocation Increment from the City's Tax Allocation District with the consent of the Board by duly adopted resolution, pursuant to GA Const. Art. 9, Sec. 2, Par. VII (b) (as amended) and O.C.G.A. §36-44-9(a).
(b) The GCSD is authorized to enter into this Agreement and perform all obligations contained herein, and has, by proper action, duly authorized the execution, delivery and performance of this Agreement including, without limitation, the inclusion of ad valorem property taxes derived by the GCSD from ad valorem property taxes levied by the GCSD on taxable real property within the TAD in the computation of the Tax Allocation Increment for the purposes set forth in the Redevelopment Plan.
(c) The Board of Education is in receipt of the School Impact Analysis from the City of Gainesville as prescribed by O.C.G.A. $\S 36-44-3(9)(\mathrm{R})$, addressing the financial and operational impact on the school system of the proposed redevelopment in the TAD.

## ARTICLE III

Section 3.1 Constitutional Authority to Contract. Pursuant to Article IX, Section III, Paragraph I of the Georgia Constitution, the parties are authorized to contract for any period not exceeding 50 years for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services, or facilities which the City and GCSD are authorized by law to undertake or provide

Section 3.2 Term of the Agreement. The term of this Intergovernmental Agreement (the "Term") shall commence on the Effective Date hereof and this Agreement shall remain in full force and effect until all TAD Bonds and other redevelopment costs have been paid in full and the TAD has been dissolved, but in any event this Agreement shall terminate no later than fifty (50) years from its Effective Date in accordance with the provisions of GA CONST. Article IX, SECTION III, Paragraph I.

Section 3.3 Certification of Tax Allocation Increment Base. The City and the GCSD hereby agree that the Tax Allocation Increment Base for the TAD, which has been certified by the State Revenue Commissioner as of December 31, 2006, as required by O.C.G.A. $\S 36-44-10$, is the taxable value of all real property subject to ad valorem property taxation located within the TAD, net of all exemptions and exclusions as of such applicable date.

Section 3.4 Inclusion of Ad Valorem Property Taxes in Computation of Tax Allocation Increment Commencing January 1, 2010. Pursuant to the 2009 Board Resolution, the GCSD has consented and agreed to inclusion of ad valorem taxes levied for educational purposes on real property within the TAD in the computation of the Tax Allocation Increment in accordance with the Redevelopment Powers Law, commencing as of January 1, 2010, subject to and in accordance with this Agreement.

Section 3.5 Return of GCSD Tax Allocation Increment After Redevelopment Costs Are Paid. Any amounts remaining in the Special Fund after all redevelopment costs and all TAD Bonds have been paid or otherwise satisfied and the TAD had been dissolved, which funds were derived from the GCSD Tax Allocation Increment, shall be paid to the GCSD within 90 days after the end of the calendar year in which the TAD is dissolved, in the same manner and the same proportion as the most recent distribution by the applicable collecting tax authority in accordance with the Redevelopment Powers Law.

Section 3.6 Limitation of Obligations. The GCSD shall have no financial obligation as a result of the redevelopment and improvement of the TAD or the Redevelopment Area other than the inclusion of GCSD ad valorem taxes in the computation of the Tax Allocation Increment of the TAD as provided herein. TAD Bonds shall not constitute an indebtedness of or a charge against the general taxing power of the GCSD.

## ARTICLE IV

## INTERGOVERNMENTAL COOPERATION

Section 4.1 Reporting. Commencing with calendar year 2009 and each calendar year thereafter the City will provide to the GCSD, within sixty (60) days after the end of each such
calendar year, a comprehensive annual report regarding the amount of positive Tax Allocation Increment deposited in the Special Fund, the use of such funds, and a description of the projects that have received TAD Financing.

## Section 4.2 Five-Year Review.

(a) The City will present a comprehensive and cumulative report on the status of all development undertaken within the TAD to the Chair of the Board commencing in January 2015 and then in January every five (5) years thereafter, until the TAD has been dissolved.
(b) The City and the Board agree to cooperatively review the report to determine (i) whether the TAD goals and incremental milestones as stated in the Redevelopment Plan have been achieved during the previous 5 -year period, and (ii) whether there has been sufficient increment generated and deposited into the Special Fund to pay all debt service when due on TAD Bonds and other obligations.
(c) At the conclusion of each 5-year period, including the period ending in January 2015, the Board shall have the option not to pledge the GCSD Tax Allocation Increment to any future TAD Financing or Redevelopment Costs by enacting a Resolution expressing such intent, which shall be delivered to the City as provided in Section 6.6, within ninety (90) days after the receipt of the report described in subsection (a) above. This determination shall be within the sole discretion of the Board.
(d) Notwithstanding any decision by the Board with regard to future TAD Bonds nothing in this agreement shall obviate or diminish the pledge of GCSD Tax Allocation Increment by the Board toward the repayment of any TAD Bonds then outstanding.

Section 4.3 Representation on the Midtown TAD Advisory Committee. The City, in its capacity as Redevelopment Agent for the TAD, hereby agrees that the Midtown TAD Advisory Committee assembled to consider TAD projects and policies shall be composed of nine (9) members, whose members shall be appointed as follows:

Appointing Authority
Number and Position of Appointees

| City of Gainesville | 4 Appointees to include one representative of the <br> Gainesville-Hall County Chamber of Commerce, and <br> one resident of the City who is neither an elected <br> official nor employee of the City. |
| :--- | :--- |
| Gainesville City Board of Education | 3 Appointees to include the Superintendent, the <br> Board Chair or those officials' designees, and 1 <br> additional appointee |


| Hall County Commission | 2 Appointees to include the Commission Chair and <br> County Manager, or those officials' designees. |
| :--- | :--- |

Section 4.4 Approval of TAD Projects by Midtown TAD Advisory Committee. Prior to the financing of any project in whole or in part from Tax Allocation Increment or with TAD Financing, such project will be reviewed by the TAD Advisory Committee for feasibility and consistency with the objectives of the Redevelopment Plan. Information to be reviewed by the TAD Advisory Committee for each proposed project may include, but is not limited to, experience of the Development Team, proposed capital improvements to the site, analysis of non-TAD financing commitments or equity in the project, and projected Tax Allocation Increment expected to be generated by such project. Any project or reimbursement of redevelopment costs to be recommended for funding to the City first must receive a favorable vote by a simple majority of the TAD Advisory Committee.

## ARTICLE V <br> FUNDING OF RESIDENTIAL DEVELOPMENT

Section 5.1 The City agrees that residential projects or mixed-use projects with residential components which are eligible for and receive TAD Financing shall not exceed 35 percent of the total value of projects approved to be measured over each 5 -year period as provided in Section 4.2, and in no event, more than 800 residential units total.

Section 5.2 The City agrees to solicit and encourage residential or mixed-use developments for TAD Financing which serve active adult (age 55+) or senior citizen residents.

Section 5.3 The City agrees that no less than 70 percent of the residential units which receive TAD Financing will have two or fewer bedrooms per individual unit, to be measured over 5-year periods as provided in Section 4.2.

## ARTICLE VI

Section 6.1 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.

Section 6.2 Entire Agreement. This Agreement expresses the entire understanding and all agreements between the parties hereto with respect to the matters set forth herein.

Section 6.3 Survival of Warranties. All agreements, covenants, certifications, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

Section 6.4 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.5 Amendments in Writing. This Agreement may be amended, supplemented or otherwise modified solely by a document in writing duly executed and delivered by the GCSD and the City. No waiver, release, or similar modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by a document in writing duly executed and delivered by a duly authorized official of the GCSD.

Section 6.6 Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person, or one business day after being sent by reputable overnight registered delivery service, charges prepaid, or three business days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the City and the GCSD at the addresses shown below or at such other addresses as may be furnished by the City and the GCSD in writing from time to time:

## CITY:

City of Gainesville, Georgia
300 Green Street
P.O. Box 2496

Gainesville, Georgia 30503
Attention: City Manager
With a copy to the City Attorney:
Mr. James E. Palmour, III
1294 W. Ridge Rd. Ste. B
Gainesville, GA 30501
770-535-0222 Telephone
770-535-0444 Facsimile
And to:
Sharon A. Gay, Esq.
McKenna Long \& Aldridge LLP
303 Peachtree Street, NE, Suite 5300
Atlanta, Georgia 30308
404-527-4676 Telephone
404-527-4198 Facsimile

# GAINESVILLE CITY SCHOOL DISTRICT: 

Gainesville City School District
508 Oak Street
Gainesville, Georgia 30501
Attention: Superintendent
With a copy to the GCSD Attorney:
Phillip L. Hartley, Esq.
Harben, Hartley \& Hawkins, LLP
Wachovia Center, Suite 750
340 Jesse Jewell Parkway
Gainesville, Georgia 30501
(770) 534-7341 Telephone
(770) 532-0399 Facsimile

Section 6.7 Limitation of Rights. Nothing in this Agreement, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.

IN WITNESS WHEREOF, the City and the GCSD have caused this Intergovernmental Agreement to be executed in their respective official names and have caused their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the Effective Date set forth hereinabove.

This $18^{\text {th }}$ day of August_, 2009.

CITY OF GAINESVILLE, GEORGIA

By: Anyitle $\sqrt{\text { MYRFLE W. FIGUERAS, MAYOR }}$

Attest:


This 17 day of August 2009.

atres: Nuizaun olym
DR. MERRI ANNE DYER, SUPERINTENDENT
SECRETARY EX OFFICIO

## AGENDA ITEM

## Consent

## REPORT TO: <br> REPORT TO: <br> ITEM NO: <br> SUBJECT: <br> Work Session (01/08/24) <br> Voting Meeting (01/11/24) <br> 710/2023 <br> Approve the award of IFB \#030-44 Laurel Park Baseball Field Fencing for Parks \& Leisure Services to Blue Ridge Fence, Inc. of Lula, GA, in the amount of $\$ 334,557.00$.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

BH

## Recommendation:

Approve the award of IFB \#030-44 Laurel Park Baseball Field Fencing for the Parks and Leisure Department to Blue Ridge Fence, Inc. of Lula, GA, in the amount of $\$ 334,557.00$.

## Purpose of Request:

Approve the award of IFB \#030-44 Laurel Park Baseball Field Fencing for the Parks and Leisure Department to Blue Ridge Fence, Inc. of Lula, GA, in the amount of $\$ 334,557.00$.

## Facts and Issues:

## History:

Hall County uses Blue Ridge Fence, Inc. and they are in good standing with the County.

Options:

The 4 baseball/softball fields located within the park are in need of fencing upgrades before the spring youth league begins. The existing fencing has been damaged and worn over time. The fencing around the transformer located at the fields would need to be replaced as well. In addition to replacing fencing, eight (8) dugout structures need to be constructed as well.

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

Demolition of two (2) 300' baseball field fences and two (2) 200' baseball field fences (approximately $4,000 \mathrm{ft}$ ). Using the same layout, install new fencing with black vinyl coated 6ga chain link on black posts and railing for fencing and backstops. There would be an option to paint existing posts and railings without replacing.

Construction of eight (8) $12 \times 20$ dugouts, two (2) for each field. These would need to be 10 ' tall, on 4 ' posts, and on $4 " 3000$ PSI concrete pads. The roof would be 26 ga corrugated metal roofing on $2 \times 6$ metal beams with 2' steel strips. The side fencing would be 6 ga vinyl chain link.

Replace/rewire 8 double gates ( 2 per field) with black 6 ga vinyl chain link.

Replace/rewire 8 single entrance gates ( 2 per field) with black 6 ga vinyl chain link.

Demolition and construction of fence surrounding the transformer located at the fields. The existing fence is roughly $10 \times 10,6^{\prime}$ tall, with a $6^{\prime}$ gate.

Approvals:

| Buyer | Submit | Approve | Purchasing |  |
| :---: | :---: | :---: | :---: | :---: |
| MH | BH | BH | AP |  |
| Budget | Finance | Attorney | Administration |  |
| EW | WG | WLI | CR |  |
| Clerk |  |  |  |  |

## Attachments:

Financial Supplement
Contract
Bid Tabulation Summary
030-44 Laurel Park Baseball Field Fencing
030-44 Laurel Park Baseball Fencing- Addendum 1
030-44 Laurel Park Baseball Fencing- Addendum 2

## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 710/2023

Funds Requested: \$334,557.00
Proposed Source of Funding:
Impact Fees Fund

Request Budgeted: Yes
Budget Transfer Requested:
No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2024 | 301-IMPACT FEES <br> FUND | 6210-PARKS AND <br> LEISURE SERVICES | $541400-$ <br> INFRASTRUCTURE | $\$ 334,557.00$ |

Budget Transfer Items:

Additional Information/ Comments:

Phone:
678-997-5823

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
$t 770.535 .8270$ |f: 770.531 .6711

DIRECTOR Wesley Geddings

## Hall County Government <br> financial services

CONTRACT FOR SERVICES
STATE OF GEORGIA COUNTY OF HALL

For the provision of

## Laurel Park Baseball Field Fencing

## ARTICLE \#101-INTRODUCTION

This Contract for Laurel Park Baseball Field Fencing_(hereinafter "Services") as entered into on January 11, 2024, and with an Effective Date of January 11, 2024, is by and between; Hall County, Georgia (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Blue Ridge Fence, Inc. (Hereinafter "Contractor"), located at 781 Silver Shoals Rd. 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 IFB \#03044, and contains the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references 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, and for locations and services as described in the IFB \#030-44 and the Bidder's response.
B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit CMandatory Cost Proposal Worksheet, as incorporated herein by reference, for the lump-sum cost (including P\&P Bonds and all permits if required) shown below:

Contractor is to invoice the County after substantial completion of services in arrears.

## C. Price Escalation Clause. - Reserved

## ARTICLE\#103-NOTICES:

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

## COUNTY PROIECT MANAGER

Nic Murphy
Recreation Superintendent
Hall County Parks \& Leisure
5575 GC Crow Road
Flowery Branch, GA 30542
nmurphy@hallcounty.org
(770) 967-3545

CONTRACTOR'S CONTACT INFO
Teresa Segars
Blue Ridge Fence, Inc.
781 Silver Shoals Rd.
Lula, GA 30554
teresa@blueridgefence.com
(706) 677-3719

## COUNTY ISSUING OFFICER

Mike Hawkins
Buyer
Hall County Finance Dept.
2875 Browns Bridge Rd
Gainesville, GA 30504
mhawkins@hallcounty.org
(678) 696-2497

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:

Until substantial and final completion of services

## 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 entitied 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, elther 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-ofDefault 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:
7. Immediately terminate the Contract for default without additional written notice.
8. 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,
9. Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
D. Termination Due to Non-Avallability 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.
$\because$ 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. Contractor shall:
5. 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.
6. Immediately cease using and retum to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
7. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
8. 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
9. Contractor is to immediately retum 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 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 partles 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.

## ARTICIE HI11-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, obllgations 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-SEVERABILTTY:

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

## ARTICLE \# 114-RECORDS:

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

## ARTICLE \# 115-ADDITIONAL TERMS:

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

## ARTICLE \# 116-WAIVER:

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

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

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

## ARTICLE\# 118-INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.
a. $\$ 500,000$ Bodily Injury by Accident Each Accident
b. $\$ 500,000$ Bodily Injury by Disease

Each Disease
c. $\$ 500,000$ Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

## General Liability Insurance: Required for all contracts.

a. $\$ 2,000,000$
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: 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. $\$ 50,000 \quad$ 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 $(\mathbf{P C l})$ - if credit cards and/or banking information is obtained or accessed
d. Ransomware

Professional Liabillity linsurance (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 Claìm/Wrongful Act
b. $\$ 2,000,000$ General Aggregate

Bullders 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. Vehicies 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 responslble 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 involce 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 $\mathrm{PO}(\mathrm{s})$ issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in ARTICLE \#103 - NOTICES. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

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

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

## B. Invoice/Payment.

1. Contractor shall invoice the County via email each month solely to accountspavable@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 ( N 30 ) 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 Contractors compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

## ARTICLE\#123-PERFORMANCE AND PAYMENT BONDS

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

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

## ARTICLE \#124-RETAINAGE

The County will retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5\%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

## ARHICLE \#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 civll 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 IMMMIGRATION 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. § $1324 a$ and the Georgia Security and Immigration Compliance Act (O.C.G.A. $\S 13-10-90$ 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.

EXHIBITC C-Mandatory Cost Proposal or Price Sheet

## 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.

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 ambigulty 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-ofUnderstanding 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 lew against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be prepaid 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:

## BLUE RIDGE FENCE, INC.



Title: Secretary
$2(0$ Day of $D \varepsilon c \in \ln$ br, 2023

## HALL COUNTY, GEORGIA

By.

Richard Higgins, Chairman

Hall County Board of Commissioners
Date: $\qquad$

Attestment: $\qquad$
County Clerk

## Approved as to Form

Notary Public: Y hare seamen Notary commission expires: $5-22-21$
[Locus Sigilli - Seal or Stamp]



| IFB \#030-44, LAUREL PARK BASEBALL FIELD FENCING |  | Hasbun Construction, LLC | Howell Fencing | Blue Ridge Fence, Inc. | $\begin{gathered} \text { Georgia } \\ \text { Dreamscapes } \\ \hline \end{gathered}$ | Security Fence | Bravo Fence |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Alpharetta, GA | Saraland, AL | Lula, GA | Suwanee, GA | Braselton, GA | Marietta, GA |
| ITEM No. | ITEM DESCRIPTION | PRICE | PRICE | PRICE | PRICE | PRICE | PRICE |
|  | Demolition of existing fences for two 200' fields | \$7,123.00 | \$15,000.00 | \$7,670.00 | \$7,500.00 | \$25,000.00 | \$149,500.00 |
|  | Demolition of existing fences for two 300' fields | \$8,867.00 | \$15,660.00 | \$11,080.00 | \$12,500.00 | \$35,000.00 |  |
|  | Installation of new fences for two 200' fields | \$57,245.00 | \$32,000.00 | \$82,352.00 | \$13,500.00 | \$100,000.00 |  |
|  | Installation of new fences for two 300' fields | \$85,422.00 | \$27,264.00 | \$103,860.00 | \$62,500.00 | \$150,000.00 |  |
|  | Construction of eight $12 \times 20$ dugouts | \$191,477.00 | \$29,815.74 | \$91,447.00 | \$162,000.00 | \$160,000.00 |  |
|  | Replacement/rewiring of eight double gates | \$12,164.00 | \$34,368.00 | \$9,715.00 | \$20,000.00 | \$6,400.00 |  |
|  | Replacement/rewiring of eight single entrance gates | \$13,548.00 | \$36,522.00 | \$4,891.00 | \$12,000.00 | \$3,200.00 |  |
|  | Demolition/construction of fence surrounding transformer located at the fields | \$4,725.00 | \$32,456.00 | \$4,642.00 | \$4,500.00 | \$4,350.00 |  |
|  | Payment \& Performance Bonds | \$0.00 | \$0.00 | \$18,900.00 | \$0.00 | \$0.00 |  |
|  | total cost | \$380,571.00 | \$223,085.74 | \$334,557.00 | \$294,500.00 | \$483,950.00 | \$149,500.00 |
|  |  |  |  |  | *** |  |  |

*** With Back stops replacement $\$ 104,000=$ total of $\$ 398,500.00$ BRAVO FENCE - DQ, did not follow procedure to submit correctly. HOWELL FENCING - Withdrew bid, not licensed and insured in Georgia

TOTAL AWARDED AMOUNT: \$334,557.00 BIDS RECEIVED: 6 ( 1 -NO BID)

## Hall County Government

FINANCIAL SERVICES

HALL COUNTY
G L O R G A
We have it all in Hall

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503
t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

## INVITATION FOR BID IFB \#030-44

For the provision of:

## Laurel Park Baseball Field Fencing

Hall County, Georgia Board of Commissioners is seeking qualified vendors to provide services to remove and construct baseball field fencing at Laurel Park (herein "Services"). The County seeks to award one (1) vendor to perform all the services.

The County will make any extension of the bidding period by a formal written addendum and publicly posted on the County's website.

Date IFB Issued: 11/14/23
Optional Pre-Bid Site Visit: 11/28/23-10:00 A.M.
Bidder's Questions Due Date: 12/5/23
Bid Due Date: 12/12/23-2:00 P.M.
Optional Pre-Bid On-Site Visit Address: The Pre-Bid meeting will start promptly at 10:00 A.M. on 11/28/23 at the scoring tower at the Laurel Park fields, located at 3100 Old Cleveland Hwy, Gainesville, GA 30506.

Bidding Process: Hall County (herein "County") is now accepting sealed bids for the provision of Services in the County's Purchasing Division, located on the fourth (4th) floor of the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA 30504, until 2:00 p.m., EST on 12/12/23.

Bidders must submit two (2) copies of their bid along with all completed mandatory documents, signed affidavits in hardcopy and include one (1) USB Flash Drive on which all documents are saved.

Proposal Documents: Bidders may download bid submittal documents via the County's Website at https://www.hallcounty.org/Bids.aspx then choose 030-44 Laurel Park Baseball Field Fencing.

General Qualifications: Bidders must be in the regular business of providing similar services and be licensed, insured, and bonded in the State of Georgia. A bid bond is not required, but a Letter of Bondability is required.

Bid Retention: Bidders may not withdraw their bid after the bid opening. Bids must be valid for one-hundred and twenty (120) calendar days. The County reserves the right to retain all bids submitted and use any idea(s) in a bid regardless of award. The County shall have the right to waive any informality or irregularity of immaterial deviation in any bid received. All forms and documents entitled 'Mandatory' must be completed and returned with the bid.

Award Process: The County reserves the option to reject any or all bids, in whole or part, or to select any bidder, without liability on part of the County to the Bidder to complete the described Work. The County will award the contract to one (1) company to perform all work to the lowest cost, responsible and responsive bidder. Lead times and length of time to complete the services may also be a factor in award. The Bidder expressly understands that the County may reject bids for any reason. The County may take into consideration lead times in its decision to award.

### 1.0 SCOPE OF WORK

The immediate need is focused on the 4 baseball/softball fields located within the park that are need of fencing upgrades before the spring youth league begins. The existing fencing has been damaged and worn over time. The fencing around the transformer located at the fields would need to be replaced as well. In addition to replacing fencing, we need to have eight (8) dugout structures constructed.

Demolition of two (2) 300' baseball field fences and two (2) 200' baseball field fences (approximately 4,000 ft.).

Using the same layout, install new fencing with black vinyl coated 6ga chain link on black posts and railing for fencing and backstops. There would be an option to paint existing posts and railings without replacing.

Construction of eight (8) $12 \times 20$ dugouts, two (2) for each field. These would need to be 10' tall, on 4' posts, and on 4" $3000-\mathrm{PSI}$ concrete pads. The roof would be 26 ga corrugated metal roofing on $2 \times 6$ metal beams with 2' steel strips. The side fencing would be 6 ga vinyl chain link.

Replace/rewire eight (8) double gates (2 per field) with black 6ga vinyl chain link.

Replace/rewire eight (8) single entrance gates (2 per field) with black 6ga vinyl chain link.

Demolition and construction of fence surrounding the transformer located at the fields. The existing fence is roughly $10 \times 10,6$ ' tall, with a 6 ' gate.

### 2.0 SUBMISSION OF BIDS

2.01 Complete and include all the Mandatory Exhibit Documents shown below in 2.03. Failure to include any of the mandatory documents listed may result in disqualification. All responses must be in writing.
2.02 Bidders must submit their response in a sealed envelope clearly marked with "INVITATION FOR BID \#030-44" on the outside. The submittal must be signed. Faxed and e-mailed bids are NOT accepted.
2.03 Follow these instructions carefully. Complete and return the following Mandatory Documents included in your bid envelope.

Exhibit A - Mandatory Bid Response Sheet
Exhibit B - Sample Contract for Services
Exhibit C - Mandatory Cost Proposal
Exhibit D - Mandatory W-9 Form
Exhibit E - Mandatory E-Verify Affidavit
Exhibit F - Mandatory Ethics Affidavit
Copy of Business License
Letter of Bondability
Certificate of Insurance
2.04 Bidders are responsible to review and comply any Addenda regarding this IFB posted on the County Website.
2.05 All bids must be sealed in two (2) separate envelopes. Seal the Cost Proposal separately in one (1) envelope and all other required documents in a separate sealed envelope. Do not combine cost and technical responses together or your bid may be rejected.
2.06 If a Bid Bond is required then it must be included in the bid response.
2.07 Any exceptions to specifications must be in writing and enclosed in the bid response.
2.08 Include the company's Certificate of Insurance in the Bid Response.
2.09 Bids openings are open to the public and bidders may attend, but are not required to do so.
2.10 All bids, supporting materials and correspondence relating to this IFB become property of Hall County when received.
2.11 Bidder bears all responsibility for expenses incurred in responding to this IFB and such to be borne exclusively by the proposer.
2.12 Bidders may submit bids to the following address by the deadline date and time.

Deliver Bids in person or by FedEx/UPS/USPS or Courier to:
Mike Hawkins
Issuing Officer
Hall County Government Center
Purchasing Division - 4th Floor,
2875 Browns Bridge Road,
Gainesville, Georgia 30504
Or by Mailing to:
Mike Hawkins
Issuing Officer
Purchasing Division - 4th Floor
P.O. Drawer 1435

Gainesville, GA. 30503
NOTICE! Bidders are responsible for delivering their bids to the Purchasing Department on the $4^{\text {th }}$ Floor of the Hall County Government Center before 2:00 P.M. on the due date provided. Bids delivered to the lobby area, receptionist or the mail room may be delayed and thus may not be evaluated if arriving after 2:00pm.

If you desire to submit a "NO BID" response, then please indicate by checking here:
$\qquad$ No Bid.

Please list reason for no bid below. GAINESVILLE, GA 30503
t: 770.535.8270 | f: 770.531.6711

DIRECTOR Wesley Geddings

# Hall County Government 

FINANCIAL SERVICES

# Notice - Addendum 1 <br> Project Name: Laurel Park Baseball Field Fencing <br> IFB\#: 030-44 

November 28, 2023

An optional pre-bid meeting for IFB\#: 030-44, Laurel Park Baseball Field Fencing was held on November 28, 2023 at 10:00 AM at the scoring tower at the Laurel Park fields, located at 3100 Old Cleveland Highway, Gainesville, Ga, 30506.

The following vendors were in attendance:
Celebrity Fence, LLC, Clifton Ford, Ellenwood, GA
Georgia Dreamscapes, LLC, Paul Shalyapin, Buford, GA
Security Fence Company, Cody Batten, Braselton, GA
Southern Oak Design \& Build, Matt Obermeyer, Gainesville, GA
Julie Dorough, Buyer Hall County Purchasing Dept.
Nic Murphy, Recreation Superintendent Hall County Parks \& Leisure
Brandon Smith, Assistant Director Hall County Parks \& Community Service

Prior to the meeting the following questions had been submitted:
Q1. The bids call for 6 gauge wire. Does the 6 gauge refer to the core wire or the finish. Standard commercial wire for ballfields is a 9 gauge core before coating and backstops behind home plate would use a 6 gauge core wire before coating.
A. We are referring 6 gauge wire including the vinyl coating (9 gauge core). We would not be opposed to a 6 gauge core for the backstop as an option.

Q2. Are the backstop fencing being replaced as well.
A. Yes. All fencing will be replaced, including the backstops.

Q3. Will the new fence match the existing fence height?
A. Yes, the dimensions of the fencing will stay the same.

Q4. Is there a detail for the dugouts? Will the frame and roof bolt together or will it be all welded together?
A. There is a detail for the dugouts. It would be to match structures at other parks that were recently done (Cool Springs, Albert Banks). The frame and roof would be welded together.
Previous dugouts have been: 10' tall, 20'x12' on 4" S-40 posts, fabricated metal roof on 2"x6" beams with 2" steel strips. All covered with 26 gauge corrugated metal roofing. The fencing around it would be 6 gauge vinyl chain link as well (9 gauge core).

Q5. Is a new concrete slab required for the dugout floor?
A. A new slab will likely be needed. There is an existing slab present for each dugout, but they are smaller than what is needed. They'll likely have to be re-poured.

Q6. Will new yellow safety top be required on the outfield and sideline fencing?
A. A new, yellow safety top would not be required within this bid. We will be evaluating options for this separately from the bid.

Q7. Are we to match the same size diameter pipe for the line posts, top rail, terminal posts and gate posts?
A. Yes, this would be preferred.

In addition to these questions, there was discussion about the entrance gate dimensions and the backstops as well on each field.
Please see below for the decisions as discussed:

- The entrance gate dimensions will be altered from the current design. Those would need to be 4' wide and at least 7 ' tall. The gate present in center field would need to be 4 ' wide as well.
- The backstop would also need to be sectioned so that the portion directly behind home plate can be replaced if needed at a later time.

All other Terms and Conditions remain the same.
Hall County Board of Commissioners
Julie Dorough, Buyer

# HALL COUNTY <br> O R G I A <br> We have it all in Hall 

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503
t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

## Hall County Government <br> FINANCIAL SERVICES

## Notice - Addendum 2 <br> Project Name: Laurel Park Baseball Field Fencing IFB\#: 030-44

## December 6, 2023

The following questions were submitted by various vendors after the $1^{\text {st }}$ Addendum was issued.

Q: What about the netting over the walkways?
A: The netting over the walkways will not be part of this project. It will be bid out separately at a later date.

Q: Can you inform me on the back fence height or gate height?
A: Fields 1 and 2 - The backstops are $28^{\prime}$ high, those step down to 10 ' high fences for roughly 65 ', then to a 6 ' fence for the remainder of the foul and outfield fence.

Fields 3 and 4 - The backstops are 28 ' high, those step down to 10 ' high fences for roughly 65 ', then to a $6^{\prime}$ fence for the remainder of the foul and outfield fence.

Q: How tall are the back stops on all four (4) fields?
A: Fields 1 and 2-28'
Fields 3 and 4-20'
Q: Do you have a recommendation on the line post and gate post demotions?

A: Line posts should stand roughly 6 ' tall. Entry gate dimensions should be to be 4 ' wide and at least 7 ' tall ( 2 total per field), double gates would need to be 10 ' wide ( 2 per field), outfield gate would be 4' wide by 6 ' high.
Q: Will the dugouts be in Chain-link or Block?
A: The dugouts would be chain-link.

Q: What are the dimensions of each backstop per field (i.e., length, width \& height)?
A: Fields 1 and 2 - Backstops are $28^{\prime}$ high $-20^{\prime}$ wide along the back with another 10 ' wide section that starts down the foul line. It then steps down to a $10^{\prime}$ high section that is roughly $65^{\prime}$ long, then to a 6 ' high section that extends to the foul pole and around the outfield fence.

Fields 3 and 4 - Backstops are 20 ' high - $20^{\prime}$ wide along the back with another 10 ' wide section that starts down the foul line. It then steps down to a $10^{\prime}$ high section that is roughly 65 ' long, then to a $6^{\prime}$ high section that extends to the foul pole and around the outfield fence.

Q: What is the fence/gate heights per field?
A: The fence heights are listed above. Entry gate dimensions should be to be 4 ' wide and at least 7 ' tall ( 2 total per field), double gates would need to be 10 ' wide ( 2 per field), outfield gate would be 4 ' wide by 6 ' high.

Q: What size line posts, top rail \& terminal post per field?
A: Line Post - 2 1/2"
Top Rail - $15 / 8^{\prime \prime}$
Terminal Post - 3 "

Q: How many gates per field and what size gate posts?
A: 5 gates total (see below for more detail). Terminal posts - 3", Top Rail - $15 / 8$ ", Line Post - 2 1/2".

Q: Will the hardware for the gates be commercial or residential?
A: Commercial.

Q: How many and what kind of gates and how wide (Double Drive, Single Panel) per field?
A: Entry gate dimensions should be to be 4 ' wide and at least 7 ' tall ( 2 total per field), double gates would need to be 10 ' wide ( 2 per field), outfield gate would be 4 ' wide by 6 ' high.
Q: For clarification, all fencing for each field will be 6ga (core) black vinyl chain link?
A: Fencing should be 6ga total with vinyl (9ga core).

Q: Will any of the fencing have Mid-rail or Bottom Rail?
A: The backstop would need a bottom rail and mid-rail supports for the lower 10' section. The adjacent.

All other Terms and Conditions remain the same.
Hall County Board of Commissioners
Mike Hawkins, Buyer

## AGENDA ITEM

## Consent

| REPORT TO: | Work Session (01/08/24) |
| :--- | :--- |
| REPORT TO: | Voting Meeting (01/11/24) |

ITEM NO:

SUBJECT:

703/2023
Approve the award of RFQ/P \#44-016 Architectural \& Engineering Design Services for East Hall Community Center Addition for New Library to CAS Architecture, P.C. of Lawrenceville, GA, in the amount of $\$ 259,700.00$.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

BH

## Recommendation:

Approve the award of RFQ/P \#44-016 Architectural \& Engineering Design Services for East Hall Community Center Addition for New Library for Parks and Community Services, Library System to CAS Architecture of Lawrenceville, GA in the amount of \$259,700.00

## Purpose of Request:

Approve RFQ/P \#44-016 Architectural \& Engineering Design Services for East Hall Community Center Addition for New Library for Parks and Community Services, Library System to CAS Architecture of Lawrenceville, GA in the amount of $\$ 259,700.00$.

## Facts and Issues:

The Hall County Library System seeks to design an approximate 10,000 square foot addition to the existing East Hall Community Center located at 3911 P Davidson Rd., Gainesville, GA, 30507 which will house a new library branch.

## History:

RFQ/P \#44-016 Architectural \& Engineering Design Services for East Hall Community Center Addition for New Library received eight (8) bid responses with CAS Architecture receiving the highest score of ninetynine (99) out of one-hundred (100) points.

## Options:

## Funding Requested

Are funds within current budget?
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?
Has it been reviewed by the County Attorney?
\$ 259,700.00
Yes
Capital / Reimbursement

Yes

Approvals:

| Buyer | Submit | Approve | Purchasing |
| :---: | :---: | :---: | :---: |
| AP | BH | BH | AP |
| Budget | Finance | Attorney | Administration |
| EW | WG | WLI | CR |
| Clerk |  |  |  |

## Attachments:

Financial Supplement
Contract Document
Notice-of-Intent-to-Award
Bid Tabulation Summary

## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT <br> AGENDA ITEM 703/2023

Funds Requested:
\$ 259,700.00
Proposed Source of Funding:
Capital / Reimbursement

Request Budgeted: Yes
Budget Transfer Requested:
No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2024 | 250-MULTIPLE <br> GRANT FUND | 6500-HALL COUNTY <br> LIBRARY SYSTEM | 336002- <br> INTERGOVERNMENTAL <br> REIMBURSE | $\$-259,700.00$ |

## Budget Transfer Items:

## Additional Information / Comments:

The library has been awarded a State Grant for this project, and the library will reimburse the county. Lisa MacKinney Library Director Hall County Library System 770-532-3311 x134

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t: $770.535 .8270 \mid f: 770.531 .6711$

DIRECTOR
Wesley Geddings

## Hall County Government

FINANCIAL SERVICES

For the provision of

# Architectural \& Engineering Design Services for East Hall Community Center Addition for New Library 

## ARTICLE \#101-INTRODUCTION

This Contract for Architectural \& Engineering Design Services for East Hall Community Center Addition (hereinafter "Services") as entered into on $\qquad$ , and with an Effective Date of
$\qquad$ , is by and between; Hall County, Georgia, Board of Commissioners, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Cas Architecture, P.C.
(Hereinafter "Consultant"), located at 183 N Perry St, Lawrenceville, GA. Consultant 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 Consultant 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 Consultant to the County in exchange for payment as compensation, and

Whereas, this contract will become legally binding and executed upon signature by both parties, and

Whereas, this Contract is the result of the competitively Bid RFO/P \# 44016, the Consultant's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references 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. Consultant agrees to provide the Services to the County as detailed herein as the Scope of Work, and for locations and services as described in the solicitation document and the Bidder's response.
B.

County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C - Mandatory Cost Proposal Worksheet, as incorporated herein by reference.

Consultant is to invoice the County after substantial completion of project in arrears.
C. Price Escalation Clause. (Not applicable).

## ARTICLE \#103-NOTICES:

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

| COUNTY PROJECT MANAGER | COUNTY ISSUING OFFICER |
| :--- | :--- |
| Brent Holloway | Andy Penick |
| Director of Parks and Community Services | Purchasing Manager |
| Hall County, Georgia | Hall County Purchasing Division |
|  | 2875 Browns Bridge Rd |
| Gainesville, GA | Gainesville, GA 30504 |
| bholloway@hallcounty.org | apenick@hallcounty.org |
| Ph: (678) 997-5823 | Ph: (770) 531-4939 |

CONSULTANT'S CONTACT INFO
CAS Architecture, P.C.
Chad A. Smith
President
183 N Perry St.
Lawrenceville, GA 30046
csmith@casarc.com
Ph: (678) 646-7736

## REMIT-TO ADDRESS (if different).

CAS Architecture, P.C.
1485 Natchez Way
Grayson, GA 30017

## ARTICLE \#104 - NON-EXCLUSIVE RIGHTS:

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

## ARTICLE \#105 - CONTRACT TERM:

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

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

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

## ARTICLE \# 107 - REMEDIES AND CONTRACT PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;
A. Delay or Impossibility of Performance. Any failure or delay must be beyond the control of and without the fault or negligence of the Consultant. 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 Consultant under this Contract. If delay results from a subConsultant's negligent conduct or failure to perform, the Consultant 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, acts of war, civil unrest, 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 Consultants. Consultant 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 Consultant. Further, in the event that the County has entered into or enters into contracts with other Consultants related to the Services, Consultant agrees to cooperate fully with such other Consultants. Consultant shall not engage in any act that will interfere with the performance of work by any other Consultant(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, Consultant 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 Consultant 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 Consultant.
B. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Consultant in default of its obligations under the Contract:

1. The Consultant 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 Consultant.
2. The County determines that Consultant's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
3. The Consultant fails to make substantial and timely progress toward performance of the Contract.
4. The Consultant 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 Consultant terminates or suspends its business; or the County reasonably believes that the Consultant has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
5. The Consultant 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 Consultant 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 Consultant 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-ofDefault 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 Consultant. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:
7. Immediately terminate the Contract for default without additional written notice.
8. In the event of a breach by the Consultant, the County may procure substitute Services from another source and charge the difference
between the Contract and the substitute Contract to the defaulting Consultant; and/or,
9. 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 Consultant in the event of any de-appropriation.
E. Termination due to Failure of Consultant 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 Consultant 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 Consultant, its agents, employees or sub-Consultants have caused, or reasonably could cause, life, health or safety to be jeopardized.
3. The Consultant 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 Consultant 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 Consultant 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 Consultant's Termination Duties. Upon receipt of notice of termination, the Consultant shall:
5. 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.
6. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Consultant.
7. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Consultant under the Contract.
8. Cooperate in good faith with the County, its employees, agents, and Consultants during the transition period between the notification of termination and the substitution of any replacement Consultant; and
9. Consultant is to immediately return any payments made by the County for goods and services that were not delivered by the Consultant.
H. Liquidated Damages. In the event that the Consultant unreasonably delays completion of the project, or who abandons the project before completion, the Consultant 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 Consultant from any claim brought by any third party against the Consultant.

## ARTICLE\#110-ASSIGNMENT AND DELEGATION BY CONSULTANT:

The Consultant 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-CONSULTANTS):

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 Consultant under the Contract shall also apply to third parties such as sub-Consultants, if allowed in writing by the County. Any Contract with a subConsultant 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 Consultant 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. $\S 50-18-70$ 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 Consultant 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 Consultant'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 Consultant 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-CONSULTANT AND COUNTY RIGHTS AND OBLIGATIONS:

A. The County has the right at any time to require the Consultant 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 Consultant will utilize acceptable substitutes as quickly as possible. In the event of such replacement, (i) Consultant 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 Consultant to reassign or remove any employee or sub-Consultant'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 Consultant 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. Consultant agrees to obtain prior written approval from the County for the use of sub-Consultants to provide the Services described in SCOPE OF SERVICES prior to subConsultant's performance of work.

## ARTICLE \# 118- INSURANCE REQUIREMENTS:

## Workers Compensation Insurance: Required for all contracts.

a. $\$ 500,000$ Bodily Injury by Accident Each Accident $\quad 1$
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 cóverage)

## 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 (If 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: (If 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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, Consultant warrants that no Consultant employees, sub-Consultants or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Consultant shall be responsible for providing all transportation necessary to deliver Services under the Contract.

## ARTICLE \# 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

Consultant 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 Consultant 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 after acceptance of the Consultant'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. Consultant 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 CONSULTANT:

A. The County will issue a Notice to Proceed (NTP) to the Consultant, and Purchase Order(s) (herein after ' PO '). The terms of this Contract shall be incorporated by reference into any and all $\mathrm{PO}(s)$ issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Consultant'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 Consultant.

The Consultant 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. Consultants are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Consultant 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. Consultant 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 Consultant's pricing set forth in ARTICLE \#102.
2. Each invoice shall include the Consultant'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 Consultant 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 Consultant. Consultant 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 Consultant 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 Consultant's Failure. If the County determines that the Consultant has failed to perform or deliver any Services as required by the Contract, the Consultant 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 Consultant's compensation, which represents payment for Services that were not delivered. To the extent that the Consultant'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 Consultant. 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 Consultant. In the event that the Consultant 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 Consultant against any sum owed to the Consultant, in the County's sole discretion.
E. Final Payment. Consultant 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 Consultant must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

## ARTICLE \#123 - PERFORMANCE AND PAYMENT BONDS

The Consultant 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 Consultant is required to provide new bonds at the issuance of each Renewal Option Term(s) or Extension(s) that follow.

The Consultant 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

The County will retain (Not required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5\%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

## ARTICLE \#125 - VENUE AND GOVERNING LAW

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

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

Consultant 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 (E-Verify):

A. By signing this Contract, the Consultant 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. $\S 13-10-90$ 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. Consultant 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. Consultant 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-Consultant 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 Consultant'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 all 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.

## 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. Although no State of Georgia Sales and Use Tax Exemption Number is required by the State, the Consultant 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 Haill County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Consultant'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, Consultant, Consultant, 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 'Consultant' 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-ofUnderstanding 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 subConsultants 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 prepaid 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.

# Hall County Government 

 FINANCIAL SERVICESEXHIBIT B - CONTRACT FOR SERVICES

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503
t: 770.535.8270 | f: 770.531.6711

For the provision of

# Architectural \& Engineering Design Services for East Hall Community Center Addition for New Library 

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

COMPANY'S FULL LEGAL NAME

CAS Architecture, P.C.
HALL COUNTY, GEORGIA

By:


Print Name: Chad A Smith
Title: President

Sworn to and subscribed before me this
By.
Richard Higgins, Chairman
Hall County Board of Commissioners

Date: $\qquad$

Attestment:
County Clerk
$\qquad$
$\qquad$
$\qquad$ Day of October $\qquad$ , 2023

# Hall County Government <br> FINANCIAL SERVICES 

## HALL COUNTY <br> We have it all in Hall

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503
t: 770.535 .8270 |f: 770.531 .6711

DIRECTOR
Wesley Geddings

## EXHIBIT A

## MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid
By submitting a proposal, the respondent certifies that they have fully read and understand the proposal's Scope of Work and requirements needed to complete the project. The services offered and the cost proposal must be valid for at least one-hundred twenty days (120) from date of signature.

## Architectural \& Engineering Design Services for East Hall

Bid No: 44-016
Date of Bid Submittal: 10/26/2023

Affirmation: Bidder affirms the following by affixing a signature in blue ink below or digitally:
"I, the undersigned, agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this bid proposal".

Company Name: Cas Architecture
Bidder Signature: $\qquad$ Date: $10 / 26 / 2023$
Print Name: Chad A Smith
Title: President
Print Name: $\qquad$
Phone Number: (678) 646 -7736
Email Address: csmith@casarc.com
Physical Address: 183 N Perry St, Lawrenceville, GA 30046
Physical Address 2: $\qquad$
Bids not signed may be declared as "Non-Responsive" and may not be evaluated.

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


Bidder does not offer this service
Unable to meet specifications
Scheduling Conflict

## Exhibit C

## Mandatory Cost Proposal Worksheet RFQ/P \#44-016 Addendum \#003

Architectural \& Engineering Design Services for East Hall Community Center Addition To House a New Library

| Required Services | Lump-Sum <br> Amounts |
| :--- | :---: |
| Pre-Design Space Summary | $5,000.00$ |
| Architectural Design | $51,500.00$ |
| Survey Services | $10,000.00$ |
| Civil Design | $25,000.00$ |
| Interior Design | $15,000.00$ |
| Structural Design | $16,700.00$ |
| Electrical Design | $16,500.00$ |
| Plumbing/Fire Protection Design | $19,000.00$ |
| Lighting Design | $9,000.00$ |
| HVAC Design | $15,000.00$ |
| Acoustical, Security, Technology Design | $12,500.00$ |
| Landscape Design | $6,000.00$ |
| Underground Utilities Coordination | $1,500.00$ |
| Regulatory Approvals and Permitting | $5,000.00$ |
| Services | $14,500.00$ |
| Construction Cost Estimating | $32,500.00$ |
| Construction Admin Services | $5,000.00$ |
| Meetings with Owner Services | $\mathbf{2 5 9 , 7 0 0 . 0 0}$ |
| Total |  |

Bid Signed by:
List Alternative Options*:
None

[^0]Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CAS Architecture, P.C.
2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC
$\square$ c Corporation
$\square$ s Corporation PartnershipTrust/estate Limited liability company. Enter the tax classification ( $\mathrm{C}=\mathrm{C}$ corporation, $\mathrm{S}=\mathrm{S}$ corporation, $\mathrm{P}=$ Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC tha is disregarded from the owner should check the appropriate box for the tax classification of its owner.
Other (see instructions)
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

5 Address (number, street, and apt. or suite no.) See instructions.
1485 Natchez Way
6 City, state, and ZIP code
Grayson, GA 30017
7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or 1 am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| Sign <br> Here | Signature of <br> U.s. person |
| :--- | :--- |

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),

1098-T (tuition)

- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

$\underset{\substack{\text { E } \\ \text { We haver inall in thall }}}{\text { HALL }}$

POST OfFICE DRAWER 1435 GAINESVILLE, GA 30503
t: $770.535 .8270 \mid f: 770.531 .6711$

DIRECTOR
Wesley Geddings

# Hall County Government <br> FINANCIAL SERVICES 

EXHIBIT E<br>MANDATORY E-VERIFY AFFIDAVIT

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:
a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-1091 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-1091 to the public employer within five business days of receipt.

## 433578

$\overline{\text { Federal Work Authorization User Identification Number }}$
CAS Architecture, P.C.
Name of Contractor
Hall County, Georgia
Name of Public Employer

$$
7 / 21 / 2023
$$

Date of Authorization
RFQ/P 740016
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct:


POST OFFICE DRAWER 1435 GAINESVILLE GA 30503
: $770.5358270 \mid$ F. 770.531 .6711

DIRECTOR Wesley Geddings

## Hall County Government <br> FINANCIAL SERVICES

## EXHIBIT F

MANDATORY ETHICS AFFIDAVIT
Contractors, consultants, and vendors of any service or commodity to Hall County, Georgia must read and affirm to adhere to the following ethics requirements for compliance with the Official Code 3.10 .070 of Hall County - Ethics.
A. It is the policy of Hall County to seek the best overall value when procuring goods and services. Toward this end, the county finds and declares that its objectives will best be achieved through an open, competitive process with a broad range of responsible vendors wishing to furnish products and services to the county. Hall County will establish and conduct a procurement program that maximizes service benefit to the community and awards contracts to vendors who offer the best quality and value.
B. Hall County declares that county employees and officials, along with those wishing to do business with the county, have the shared responsibility for avoiding biased, anticompetitive, or unethical practices.
C. Hall County employees, officials, and their family members are prohibited from seeking, requesting, or receiving any material payment, gift, job offer, security, promise of future benefit, or any other tangible or intangible thing of value when such receipt has the potential to influence a procurement decision or to gain undue advantage in a procurement competition.
D. Prospective vendors must compete for county business within the parameters of the solicitation process and are prohibited from seeking to obtain inside information, attempting to skew the writing of specifications, or influencing a procurement decision through any means outside the process established for the particular solicitation. This principle applies to any contractor, subcontractor, representative, employee, or agent that may be associated with a procurement transaction.
E. Bidders and proposers shall disclose on competitive bid responses any individual(s), firm(s), and/or county official(s) who do business with the county if there is an appearance of a conflict of interest.
F. Ethical business practices are important, both, during a solicitation, and after the decision to grant an award. The county seeks to establish relationships with business partners whose ongoing ethical standards of business conduct are congruent with those outlined here. The purchasing manager, subject to the approval of the director of financial services, is charged with establishing methods for ongoing monitoring for non-compliance with these principles. The prohibition against the offering of or the acceptance of kickbacks, gratuities, payments or any other instrument of value extends beyond and outside any specific procurement or solicitation.
G. A vendor's contract compliance history with Hall County and other contractual parties is a valid element in the decision to award, or not, a contract.
H. Hall County stipulates that the furtherance of its strategic goals for job creation, stability and growth in the tax base, business retention, and other fiscal and economic development objectives may be considered during the procurement process. The purchasing manager, subject to the approval of the director of financial services, is authorized to establish procurement initiatives consistent with the county's strategic economic development objectives. These procurement practices shall be applied consistently and equitably and shall have a direct relationship to the county's goals
I. Hall County employees, officials, and their family members are generally prohibited from participation in any procurement decision or any gain of undue advantage in a procurement competition as a result of contemporaneous employment with a potential or actual business partner
J. It is unethical for any county employee to purchase commodities or services from a county contract for personal use.
K. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Hall County contract may not initiate or continue any verbal or written communications regarding a solicitation with any county officer, elected official, employee or other county representative other than the purchasing associate named in the solicitation, or the county's financial advisor, between the date of the issuance of the solicitation and the date of the final contract award by the board of commissioners. The purchasing manager will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Hall County representative.
L. All county commissioners, officials, and employees shall adhere to the standards outlined in the Hall County Code of Ethics.
M. (AMENDED) The purchasing division of the financial services department shall determine and implement methods of educating all prospective contractors, bidders, proposers, and vendors on the requirements and provisions of Code Section 3.10 .070 , including, but not limited to, requiring each prospective contractor, bidder, proposer, and vendor that expresses an intent to do business with the County to sign an affidavit attesting that they have read this Chapter and have more specifically also read Code Section 3.10.070." (Res. of 11-1419(1), $\S 1$ (Exh. A))

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October, 16th, $20 \underline{23}$ in Lawrenceville (city),


Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent
SUBSCRIBED AND SWORN BEFORE ME


## EXHIBIT G

## MANDATORY SCORED QUESTIONS/RESPONSES

 TECHNICAL QUALIFICATIONS RESPONSE WORKSHEET
## Bidder's company name: Cas Architecture

Answer each question fully. Use additional pages if necessary.

| No. | Question | Answer |
| :---: | :---: | :---: |
| 1 | Detail the number of years your firm/principal consultant has been in continuous business ( 10 maximum points) | Cas Architecture has been in business nineteen (19) years. May 7, 2024 will be out Iwentieth onniversary. |
| 2 | Describe in narrative form all litigation against your firm or owners/principals. List cases and outcomes. (10 maximum points) | For nineteen years, Cas Architecture has never been involved with litigalion against or by other owners. |
| 3 | Provide in-depth resumes of all project team members ( 25 maximum points) | Librory work makes up over $80 \%$ of what we do. Our team has worked on 18 public library projects over the last 5 years. Together our proposed team members have developed a seamless integrated project approach to design and construction administration. We communicate well and understand the importance of developing realistic schedules and budgets. |
| 4 | Describe your other workload and projects and available resources to complete this project (10 maximum points). | The timing of your library fits nicely within our current work schedule. Our LaGrange Library recently opened on September 28 and both our Hooper-Renwick Library and Hickory Flat library are currenlly in construction. We only have one library currently in design, the Brookhaven Library (we typically have multiple libraries in design at the same time). As a result, we are actively looking for our next library project. We are ready, available, and have the people and lechnology to fully staff and shepherd your project from start to finish |
| 5 | Describe in detail at least three (3) examples of comparable projects completed in the last five (5) years. Provide contacts for owners at each project. (20 maximum points) | Please refer to our recent library work beginning on page 44. We have listed references for you to conlact on page 86 and 87 |

# STATE OF GEORGIA 

## Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

## ANNUAL REGISTRATION

*Electronically Filed*<br>Secretary of State<br>Filing Date: 1/6/2023 7:14:51 AM



AUTHORIZERTNEORMATION

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES beLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate hoider Is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSUURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER <br> RSC Insurance Brokerage, Inc. <br> 1745 N. Brown Road <br> Suite 250 <br> Lawrenceville | GA 30043 | COMMTACT Megan Willard |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | PHONE <br> (AVC, NO, Ext): <br> E-MAl ADDRESS: mwillard@risk-strategies.com |  |  |
|  |  |  |  |  |
|  |  | INSURER(S) AFFORDING COVERAGE |  | NAIC: |
|  |  | insurera: Valley Forge Ins Co |  | 20508 |
| INSURED |  | Insurer b: Continental Casualty Co |  | 20443 |
| Cas Architecture, P.C. |  | Insurer c: American Casualty |  | 20427 |
| 183 N PERRY ST |  | msURER D: RLI Insurance Company |  | 13056 |
|  |  | INSURERE: |  |  |
| LAWRENCEVILLE | GA 30046 | INSURER F : |  |  |

## COVERAGES

CERTIFICATE NUMEER: CL2292799550
REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


DESCRIPTION OF OPERATIONS ILOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is requirod)
Re: RP021-18, Provision of Standby Architectural and Engineering Services.
Gwinnett County Board of Commissioners included as an additional insured with respect to General Liability

CERTIFICATE HOLDER
CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELLVERED IN ACCORDANGE WITH THE POLICY PROVISIONS.

AUTHORIZEO REPRESENTATIVE



EXP DATE - 03/31/2025 Status: Active Issue Date: 02/10/2021

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.
Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site - www.sos.ga.gov/plb.
Please refer to Board Rules for any continuing education requirements your profession may require.
Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

[^1]STATE OF GEORGIA
BRAD RAFFENSPERGER, Secretary of State Georgia State Board of ofichitte etsand Interior Designers


Hall County Government<br>FINANCIAL SERVICES

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503
t: 770.535.8270 | f: 770.531 .6711

DIRECTOR
Wesley Geddings

## Notice of Intent to Award

December 20, 2023

For the provision of
Architectural \& Engineering Design Services for East Hall Community Center Addition for New Library

Hall County, Georgia, Board of Commissioners in hereby gives this Notice of Intent to Award Contract \#44-016 Architectural \& Engineering Design Services for East Hall Community Center Addition for New Library to CAS Architecture P.C. located at 183 N Perry St, Lawrenceville, GA 30506.

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 Consultant to the County in exchange for payment as compensation, and

Whereas, this Contract is the result of the competitively Bid \#44-016 and contains the RFQ/P, the bidder's response, the Scope of Work, its Exhibits, and Attachments are all incorporated herein by reference, and

Now 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 a Purchase Order for the sum of two-hundred fifty-nine thousand, seven-hundred dollars and no/100 (\$259,700.00).

Sincerely;

## Andy Penick

Andy Penick
Purchasing Manager
Hall County, Georgia
apenick@hallcounty.org
(770) 531-4939

## RFQ/P \#44-016

Architectural \& Engineering Design Services for East Hall Community Center Addition for New Library

| Bid Tabulation Summary |  |  |
| :--- | :--- | :---: |
| $12 / 20 / 2023$ |  |  |
| BIDDER | COST |  |
| CAS ARCHITECTURE | $\$$ | $259,700.00$ |
| Foreman, Seely, Fountain Architecture | $\$$ | $394,000.00$ |
| JMA Architecture | $\$$ | $295,450.00$ |
| TSW | $\$$ | $543,730.00$ |
| CPL Architecture | $\$$ | $580,875.00$ |
| BCA-Studios Architects | $\$$ | $499,625.00$ |
| arcollab Architectural Collaborative | $\$$ | $394,000.00$ |
| MSSA-PBK | $\$$ | $450,000.00$ |


| BIDDER | TOTAL SCORE |
| :--- | :---: |
| CAS ARCHITECTURE | 99 |
| arcollab Architectural Collaborative | 83.35 |
| BCA-Studios Architects | 75.75 |
| Foreman, Seely, Fountain Architecture | 70.35 |
| CPL Architecture | 69 |
| MSSA-PBK | 67.35 |
| TSW | 62.2 |
| JMA Architecture | 60.65 |

## AGENDA ITEM

## Consent

## REPORT TO:

REPORT TO:

## ITEM NO:

## SUBJECT:

Work Session (01/08/24)
Voting Meeting (01/11/24)

697/2023
Approve the purchase and installation of LED lighting systems at Alberta Banks Park for field 4, field 5, and pickleball courts for Parks \& Leisure Services to Musco Sports Lighting, LLC of Oskaloosa, IA, in the amount of \$389,000.00.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

## BH

## Recommendation:

Approve the purchase and installation of LED lighting systems at Alberta Banks Park field 4, field 5, and pickleball courts for Parks and Leisure Services to Musco Sports Lighting, LLC of Oskaloosa, IA, in the amount of \$389,000.00.

## Purpose of Request:

Approve the purchase and installation of LED lighting systems at Alberta Banks Park Field 4, Field 5, and Pickleball courts for Parks and Leisure Services to Musco Sports Lighting, LLC of Oskaloosa, IA, in the amount of $\$ 389,000.00$.

## Facts and Issues:

There are no lights currently on these fields or at the pickleball courts.
Installation of lights will significantly increase the availability of these facilities, which are in high demand.

## History:

Musco Sports Lighting, LLC was awarded Sourcewell Contract \#041123-MSL (attached below) after the successful competitively bid Solicitation RFP \#041123 on February 21, 2023 and remains in force until June 16, 2027.

Options:

## Funding Requested

Are funds within current budget?
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Has it been reviewed by the County Attorney?
Is there a deadline for this item?
\$ 389,000.00
Yes
Impact Fees
Yes
Yes
2023-12-26

Approvals:

| Buyer | Submit | Approve | Purchasing |
| :---: | :---: | :---: | :---: |
| AP | BH | BH | AY |
| Budget | Finance | Attorney | Administration |
| TS | WG | WLI | CR |
| Clerk |  |  |  |

## Attachments:

Financial Supplement
Quote
Design
Sourcewell Contract

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

## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 697/2023

Funds Requested: \$389,000.00
Proposed Source of Funding:
Impact Fees

Request Budgeted: Yes
Budget Transfer Requested:
No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2024 | 301-IMPACT FEES <br> FUND | 6210-PARKS AND <br> LEISURE SERVICES | $522201-$ <br> REMODEL/RENOVATIONS | $\$ 389,000.00$ |

## Budget Transfer Items:

## Additional Information/Comments:

Nic Murphy, Recreation Superintendent, 770-967-3545
Contact for Questions: BH
Phone:
678-997-5823

Date: December 28, 2023
Expiration date: January 28, 2024
To: Mr. Nic Murphy, Recreation Superintendent

Sourcewell<br>Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027<br>Category: Sports lighting with related supplies and services

All purchase orders should note the following:
Sourcewell purchase - contract number: 041123-MSL
Quotation Price - Materials Delivered to Job Site and Installation
$\qquad$
All Fields - Per Design \$ 389,000

- Pickleball Courts - Per Design ................................................................. \$ 120,000
- Field 4 - Per Design ................................................................................ \$ 140,500
- Field 5 - Per Design ................................................................................\$ 138,500

Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.

## Light-Structure System ${ }^{\text {TM }}$ with Total Light Control - TLC for LED ${ }^{\text {TM }}$ technology

## Guaranteed Lighting Performance

- Guaranteed light levels and uniformity
- BallTracker ${ }^{\circledR}$ technology - targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight for baseball/softball fields


## System Description

- Factory aimed and assembled luminaries, including BallTracker® ${ }^{\circledR}$ luminaires for baseball/softball fields
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies


## Environmental Light Control

- Spill light minimized at 150 ' to 0.008 footcandles
- Off-site glare light minimized at 150 ' to 6225 candela


## Control Systems and Services

- Lighting contactor cabinet to provide onsite on/off control
- Control-Link ${ }^{\oplus}$ control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating $100 \%$ of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team - over 170 Team members dedicated to operating and maintaining your lighting system - plus a network of 1800+ contractors


## Musco Scope

- Provide design and layout for lighting system
- Test and final aim equipment

Installation Services Provided - See attached scope of work

## Responsibilities of Buyer

- Mark any private utilities
- Buyer is responsible for any power company fees


## Payment Terms

Musco's Credit Department will provide payment terms.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:
Musco Sports Lighting, LLC
Taylor Knoot
Fax: 800-374-6402
Email: musco.contracts@musco.com
All purchase orders should note the following:
Sourcewell purchase - contract number: 041123-MSL

## Delivery Timing

8-12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

## Notes

Quote is based on following conditions:

- Structural code and wind speed $=2018$ IBC, $110 \mathrm{mi} / \mathrm{h}$, Exposure C, Importance Factor 3.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions - rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

## Rob Staples

Georgia Sales Representative
Musco Sports Lighting, LLC
Phone: 706.870.2177
E-mail: rob.staples@musco.com

## Alberta Banks Park <br> Flowery Branch, GA <br> Turnkey Scope of Work

## Customer Responsibilities:

1. Complete access to the site for construction utilizing standard 2 -wheel drive rubber tire equipment.
2. Locate existing underground utilities not covered by your local utilities. (i.e. water lines, electrical lines, irrigation systems, and sprinkler heads). Musco or Subcontractor will not be responsible for repairs to unmarked utilities.
3. Locate and mark field reference points per Musco supplied layout. (i.e. home plate, center of FB field)
4. Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) or soils not defined in geo-technical report. Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
5. Pay any power company fees and requirements.
6. Pay all permitting fees and obtain the required electrical permitting.
7. Provide area on site for disposal of spoils from foundation excavation.
8. Provide area on site for dumpsters.
9. Provide sealed Electrical Plans. (If required)

## Musco Responsibilities:

1. Provide required foundations, poles, electrical enclosures, luminaires, wire harnesses, and control cabinets.
2. Provide layout of pole locations and aiming diagram.
3. Provide Contract Management as required.
4. Assist our installing subcontractor and ensure our responsibilities are satisfied.

## Subcontractor Responsibilities

## General:

1. Obtain any required permitting.
2. Contact 811 for locating underground public utilities and then confirm they have been clearly marked.
3. Contact the facility owner/manager to confirm the existing private underground utilities and irrigation systems have been located and are clearly marked to avoid damage from construction equipment. Notify owner and repair damage to marked utilities. Notify owner and Musco regarding damage which occurred to unmarked utilities.
4. Provide labor, equipment, and materials to off load equipment at jobsite per scheduled delivery.
5. Provide storage containers for material, (including electrical components enclosures), as needed.
6. Provide necessary waste disposal and daily cleanup.
7. Provide adequate security to protect Musco delivered products from theft, vandalism or damage during the installation.
8. Keep all heavy equipment off playing fields when possible. Repair damage to grounds which exceeds that which would be expected. Indentations caused by heavy equipment traveling over dry ground would be an example of expected damage. Ruts and sod damage caused by equipment traveling over wet grounds would be an example of damage requiring repair.
9. Provide startup and aiming as required to provide complete and operating sports lighting system.
10. Installation to commence upon delivery and proceed without interruption until complete. Notify Musco immediately of any breaks in schedule or delays.

## Foundations, Poles, and Luminaires:

1. Mark and confirm pole locations per the aiming diagram provided. If there are any issues, immediately notify your Musco Project Manager.
2. Provide labor, materials, and equipment to install LSS foundations as specified on Layout and per the foundation drawings.
3. Remove spoils Choose an item.
4. Provide labor, materials, and equipment to assemble Musco TLC-LED luminaires, electrical component enclosures, poles, and pole harnesses.
5. Provide labor, equipment, and materials to erect dressed LSS Poles and aim utilizing the pole alignment beam.

## Electrical:

1. Provide labor, materials, and equipment to install new electrical service panels as required.
2. Provide labor, materials, and equipment to install all underground conduit, wiring, pull boxes etc. and terminate wiring as required.
3. Provide as-built drawings on completion of installation, (if required).

## Control-Link Control and Monitoring:

1. Provide labor, equipment, and materials to install Musco control and monitoring cabinet(s) and terminate all necessary wiring.
2. Provide a dedicated 120 V 20 A controls circuit or a step-down transformer for 120 V control circuit if not available.
3. Check all zones to make sure they work in both auto and manual mode.
4. Commission Control-Link ${ }^{\circledR}$ by contacting Control-Link Central ${ }^{T M}$ at 877-347-3319.

## CODE OF CONDUCT

In order to maintain a high-quality jobsite and installation, Subcontractor represents to Musco that it has the supervision necessary to, and shall train, manage, supervise, monitor, and inspect the activities of its employees for the purpose of enforcing compliance with these safety requirements. Subcontractor acknowledges that Musco does not undertake any duty toward Subcontractor's employees to train, manage, supervise, monitor, and inspect their work activities for the purpose of enforcing compliance with these safety requirements, but Subcontractor agrees to abide by any reasonable recommendations made by Musco or Musco representatives with respect to safety.

Subcontractor agrees that it is or will be familiar with and shall abide by the safety rules and regulations of Musco and the Owner, including, but not limited to the Occupational Safety and Health Act of 1970 (OSHA), all rules and regulations established pursuant thereto, and all amendments and supplements thereto.

Subcontractor further agrees to require all its employees, subcontractors, and suppliers to comply with these requirements. Subcontractor shall also observe and comply with all laws with respect to environmental protection applicable to the Project.

Subcontractor shall require all its subcontractors, employees, visitors, suppliers, and agents under its direction to comply with the following:

## 1. GENERAL JOBSITE SAFETY AND CLEANLINESS.

a. Subcontractor's employees and agents shall be required to wear appropriate personal protective equipment including, but not limited to, safety glasses with side shields, work shoes, fall protection devices, and hard hats.
b. Where a walking or working surface has an unprotected side or edge which is six feet or more above a lower level, Subcontractor shall use guardrail systems, safety net systems, or personal fall arrest systems.
c. Jobsite shall be kept free of debris including, but not limited to, cardboard and packing materials which can become windborne.
d. Construction equipment shall be parked during non-use in an orderly fashion so as not to create inconvenience to others using the jobsite.
e. Subcontractor shall provide for and ensure the use of safety equipment for the Project in accordance with Musco's and Owner's safety requirements, to the extent these may be stricter than federal, state, or local standards, or generally recognized industry applicable standards.
f. Subcontractor shall provide the Musco project manager with an "Emergency List" showing Subcontractor's designated medical doctor, hospital, insurance company, and any other health service providers, such list to be updated within 24 hours of any change in the information provided.
g. Within eight (8) hours from the time of an accident (or such shorter period as laws may require), Subcontractor shall advise Musco of any accident resulting in injury to any person or damage to any equipment or facility. Upon request, Subcontractor shall promptly furnish Musco with a written report of any such accident as well as a copy of all insurance and worker's compensation claims involving the Project.
h. Subcontractor shall maintain and inspect all construction equipment, including cranes and other lifting equipment, prior to each use. Subcontractor warrants that all equipment operators shall be qualified for each piece of construction equipment they intend to operate. Documentation of specific training is the responsibility of the Subcontractor.
i. Jobsite shall be policed daily for compliance to the above conditions.
j. Subcontractor's employees and agents are prohibited from using drugs and alcohol on the Project
property or being under the influence of alcohol or drugs while performing work on the Project. Anyone observed participating in or observed under the influence will be removed from the Project immediately and prohibited from returning, with no exceptions.
2. CONFORMANCE TO STANDARD MUSCO INSTALLATION GUIDELINES.
a. Review and understand installation instructions are provided with every product installation.
b. Education of installation personnel to allow for highest efficiency and lowest possibility of failure.
c. Verify that components have been assembled per Musco installation instructions.
d. Verify plumb of concrete foundations prior to standing of poles.
3. PROVIDING A QUALITY INSTALLATION TEAM.
a. Subcontractor's work directly reflects the quality of the installation and may indirectly relate to the quality of the product upon which Musco's reputation is built.
b. Provide and maintain quality installation equipment. Records of maintenance and/or calibration shall be provided upon request.
c. Personnel shall be knowledgeable in operation of equipment as well as installation of Musco product.
d. All personnel provided by Subcontractor shall understand the relationship developed by and between Subcontractor and Musco, also by and between Musco and the customer, and act accordingly.

## Bobby Bailey Tennis Center <br> Bobby Bailey Flowery Branch, GA

| Lighting System |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Pole / Fixture Summary |  |  |  |  |  |  |
| ${ }^{\text {Pole }}$ A1-A2 | Pole Height | Mtg Height | Fixture aty | Luminaire Type | Load | Circuit |
|  | $60^{\prime}$ | $60^{\prime}$ | 3 | TLC-LED-550 | 1.62 kW | A |
|  |  | $16^{\prime}$ | 1 | TLC-BT-575 | 0.58 kW | A |
| A3-A4 | $60^{\prime}$ | $60^{\prime}$ | 3 | TLC-LED-550 | 1.62 kW | B |
|  |  | $16^{\prime}$ | 1 | TLC-BT-575 | 0.58 kW | B |
| B1-82 | $70^{\prime}$ | $70^{\prime}$ | 4 | TLC-LED-900 | 3.52 kW | A |
|  |  | $16^{\prime}$ | 1 | TLC-BT-575 | 0.58 kW | A |
| B3-84 | $70^{\prime}$ | $70^{\prime}$ | 4 | TLC-LED-900 | 3.52 kW | B |
|  |  | $16^{\prime}$ | 1 | TLC-BT-575 | 0.58 kW | в |
| P1-P4 | $50^{\prime}$ | 50' | 1 | TLC-LED-550 | 0.54 kW | c |
|  |  | $50^{\prime}$ | 2 | TLC-LED-900 | 1.78 kW | c |
| 12 |  |  | 48 |  | 34.44 kW |  |


| Circuit Summary |  |  |  |
| :---: | :---: | :---: | :---: |
| Circuit | Descripition | Load | Fixture aty |
| A | Field 4 | 12.58 kW | 18 |
| B | Field 5 | 12.58 kW | 18 |
| c | Pickleball | 9.28 kW | 12 |




| TLC-LED-900 | 5.3 | 5.0 | 4.6 | 4.0 | 3.2 | 2.9 | 2.3 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| TLC-LED-550 | 3.2 | 3.0 | 2.8 | 2.4 | 1.9 | 1.8 | 1.4 |
| TLC-BT-575 | 34 | 32 | 2. | 2. | 20 | 18 | 1.5 |

Light Level Summary

| Calculation Grid Summary |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Grid Name | Calculation Metric | Ave | Min | ${ }_{\text {mination }}^{\text {Max }}$ | MaxMin | AvelMin | Circuits | Fixture aty |
| Field 4 Spill/clare - 150' | Horizontal lluminance | , | 0 | 0.01 | 0.00 |  | A | 18 |
| Field 4 Spill/Glare - 150' | Max Candela Metric | 1316 | 25.8 | 6224 | 241.18 | 51.01 | A | 18 |
| Field 4 Spill/Glare - $150^{\circ}$ | Max Vertical Illuminance Metric | 0.01 | 0 | 0.05 | 228.89 |  | A | 18 |
| Field 4 (Infield) | Horizontal lluminance | 33.6 | 22.7 | 42.2 | 1.86 | 1.48 | A | 18 |
| Field 4 (Outrield) | Horizontal lluminance | 22.5 | 16.4 | 30.4 | 1.86 | 1.37 | A | 18 |
| Field 5 Spill/lare - 150' | Horizontal llluminance | 0 | 0 | 0.01 | 0.00 |  | B | 18 |
| Field 5 Spill/lare - $150^{\prime}$ | Max Candela Metric | 1206 | 19.1 | 6224 | 326.46 | 63.26 | B | 18 |
| Field 5 Spill/ Glare - 150' | Max Vertical Illuminance Metric | 0.01 | 0 | 0.05 | 305.45 |  | в | 18 |
| Field 5 (Infield) | Horizontal lluminance | 33.5 | 22.7 | 42.2 | 1.86 | 1.48 | B | 18 |
| Field 5 (Outfield) | Horizontal lluminance | 22.6 | 16.4 | 30.6 | 1.86 | 1.38 | в | 18 |
| Pickleball Spill/Glare - 150' | Horizontal lluminance | 0 | 0 | 0 | 0.00 |  | c | 12 |
| Pickleball Spill/Gare - 150' | Max Candela Metric | 163 | 17.1 | 939 | 54.80 | 9.48 | c | 12 |
| Pickleball Spill/Glare - 150' | Max Vertical Illuminance Metric | 0 | 0 | 0.01 | 43.85 |  | c | 12 |
| Pickleball | Horizontal Illuminance | 31.6 | 20.2 | 46 | 2.28 | 1.57 | c | 12 |



We Make It Happen.


Bobby Bailey Tennis Center Flowery ranch, $6 A$

| GRID SUMMARY |
| :---: |
| Name: Fiel |

## ILLUMINATION SUMMARY

| MAITTANED HORIZONTAL FOOTCANDLES |  |  |
| :---: | :---: | :---: |
|  | Infield | Outfield |
| Guaranteed Average: | 30 | 20 |
| Scan Average: | 33.54 | 22.56 |
| Maximum: | 42.2 | 30.6 |
| Minimum: | 22.7 | 16.4 |
| Avg / Min: | 1.48 | 1.38 |
| Guaranteed Max / Min: | 2.5 | 3 |
| Max/Min: | 1.86 | 1.86 |
| UG (adjacent pts): | 1.28 | 1.54 |
|  | 0.67 |  |
| No. of Points: | 25 | 71 |
| LUMINAIRE INFormation |  |  |
| Applied Circuits: | B |  |
| No. of Luminaires: | 18 |  |
| Total Load: | 12.58 kW |  |

Guaranteed Performance: The ILLUMINATION described abo
is suaranteed per your Musco Warranty document an
includes a 0.95 dirt depreciation factor.
includes a 0.95 dirt depreciation facto
Field Measurements: Individual field measurements may vary
from computer-calculated predictions and should be taken from computer-calculated predictio
in accordance with IESNA RP---15.
Electrical System Requirements: Refer to Amperage Draw Chart and/or t
for electrical sizing.
Installation Requirements: Results assume $\pm 3 \%$
nomina voltage at line side of the driver and structures
located within 3 feet 1 m ) of deign locations.

## muscor

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# Sourcewell $>1$ 

Awarded Contract
Contract \# 041123-MSL

## Sourcewell

## Customer Information Package



Table of Contents

1. Overview
2. Executed Contract
3. Membership
4. About Sourcewell
5. Overview

## Overview - Sourcewell

For 40 years, Sourcewell has helped government, education, and nonprofit agencies operate more efficiently. They help save time and money with contract purchasing solutions that are solicited nationally. Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3). Sourcewell is governed by local elected municipal officials and school board members. As a public agency, all Sourcewell employees are government employees. All education and government entities, as well as nonpublic schools and nonprofit organizations are eligible for a Sourcewell membership. There is no fee to become a Sourcewell member.

Contract \#: 041123-MSL
Expiration Date: 06/16/2027
Sports Lighting Solutions with Related Technology, Equipment, and Services
This contract can be used for materials and/or installation on a per project basis dependent upon Musco's compliance with state and local licensing requirements. Sourcewell membership is free and available to government, education and non-profit agencies.

A landing page has been established on their website, www.sourcewell-mn.gov, with information about Musco. Pricing information can be obtained from your sales representative. Musco's landing page also provides, RFP, Bid Acceptance \& Award, as well as documentation of the competitive bidding process.

Sourcewell contact information:
Julieyn Holder
Phone: 218-541-5357
Email: julieyn.holder@sourcewell-mn.gov
If you have any questions about the Sourcewell program or any of our other active cooperative purchasing contracts, contact your local Sales Representative or Taylor Knoot at 800-825-6030.
2. Executed Contract

## Sourcewell

## Solicitation Number: RFP \#041123

## CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Musco Sports Lighting, LLC, 100 1st Ave West, Oskaloosa, IA 52577 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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. Sourcewell issued a public solicitation for Sports Lighting Solutions with Related Technology, Equipment, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide 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.

EXPIRATION DATE AND EXTENSION. This Contract expires June 16, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.
B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.
Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier'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. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.
C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.
B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid taxexemption certification(s). When ordering, a Participating Entity must indicate if it is a taxexempt entity.
C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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 Change Request Form will become an amendment to this Contract and will 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. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities 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. Supplier's employees may be required to perform work at governmentowned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, 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 negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.
C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as ecommerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier 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 equipment, products, or services to be purchased; or 2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.
E. 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. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.
B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.
B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, in reference to Table 13, Question 68 of Supplier's attached response, the negotiated
administrative fee Supplier will pay to Sourcewell on all Equipment, Products, and Services provided to Participating Entities, is eight tenths of one percent ( $0.8 \%$ ). The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.
Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.
B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
F. 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. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

## A. INTELLECTUAL PROPERTY

1. Grant of License. During the term of this Contract:
a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and
promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers, resellers, 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. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
b. 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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.
D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. 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.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.
B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:
4. Nonperformance of contractual requirements, or
5. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.


## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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. Supplier 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 liability-completed operations
$\$ 2,000,000$ general aggregate
3. Commercial Automobile Liability Insurance. During the term of this Contract, Supplier 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, Supplier will maintain umbrella coverage over Employer's Liability, 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, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier'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, Supplier 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 Supplier'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 Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.
B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell 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 Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.
C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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. Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.
E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. 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. Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier'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. § 601.3 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 nonfederal 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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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).

Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and
records of Supplier that are directly pertinent to Supplier'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 Supplier'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.
M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.
O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.
P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

Sourcewell or Supplier 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 Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Date: $\qquad$


Approved:


Title: Executive Director/CEO

Date: | 6/23/2023 \| $2: 44$ PM CDT |
| :--- |

3. Membership

Sourcewell membership application can be accessed and completed online at the web site listed below.
https://www.sourcewell-mn.gov/become-member
4. About Sourcewell

## Sourcewell

## Cooperative Purchasing Reference Guide

Your guide for sourcing success

# Together, we are Sourcewell 

## Cooperative purchasing

Cooperative purchasing is procurement conducted by, or on behalf of, one or more governmental units for use by other governmental units.

## Compliant

- Our process can be trusted to satisfy your bid requirements
- We are a government agency that works like you
Achievement of Excellence in
Procurement recipient


## Competitive

- Buying power of 50,000 members
- Contracts offer ceiling-based pricing and volume discounts

$\stackrel{\rightharpoonup}{ }$

## Convenient

- More than 325 quality vendors holding competitively awarded contracts
- Full suite of options for a complete solution
Easy, no-cost membership



## Become a member

Membership is free. Just fill out an online or paper application. A membership legal agreement is available if needed. After submitting your application, you will receive a Sourcewell member ID number electronically and a welcome packet by mail.

- Online at: www.sourcewell-mn.gov/become-member
- Through hard copy participation membership application (download from our website)
- Through "Joint Exercise of Powers" or "Interlocal" agreements


## Make a purchase

Browse our catalog of nationally awarded vendors online. Contact the vendor directly and inform them of your interest in using the Sourcewell contract, OR use our expertise - contact our membership team. We want to be your guide.

For more information, contact our membership team:

$$
\begin{aligned}
& \text { 877-585-9706 } \\
& \text { membership@sourcewell-mn.gov }
\end{aligned}
$$

## Our process

Cooperative purchasing connects buyers and sellers for efficiency and savings.

Our user-friendly process-the consistency of our documents, forms, and evaluation criteria-is among our greatest assets.

We continuously refine our efforts to meet the changing needs of our members. They value our North American competitive procurement process which satisfies local procurements. requirements.

Our members add value to these steps by understanding their local procurement requirements and assessing their ability to legally access and utilize Sourcewell contracts.

## Competitive procurement process

1. Scope of solicitation

We determine the scope of each competitive solicitation by identifying the needs of our members. This is accomplished through daily interactions and guidance from our members.
2. Authorization from Sourcewell Board of Directors Before initiating a solicitation, we seek permission from the publicly elected Sourcewell Board of Directors.
3. Public notice and advertising Upon approval from the Board, we issue a public notice and advertisement. Refer to www.sourcewell-mn.gov/process for specific advertising locations.
4. Proposal receipt and opening

We time and date stamp each proposal upon receipt at our office in Staples, MN. We conduct a public-proposal opening at a time, date, and place specified in the RFP. For Sourcewell solicitations published after March 31, 2019, we accept web-based, digital submissions through the Sourcewell Procurement Portal. Responses through the portal are secure and inaccessible until after the published due date and time.
5. Objective evaluation At the proposal opening, we evaluate the responsiveness of each proposal received. The evaluation committee then presents its recommendations to the chief procurement officer (CPO) for final review and approval.
6. Official award

Upon approval by the CPO and ratification by the Sourcewell Board of Directors, we award the recommended vendor(s) a four-year contract with the potential for a one-year extension. The Procurement Department sends a Notice of Award or Non-Award to all respondents via email.
7. Posting and review of approved contract documents Sourcewell maintains a complete procurement file, and contract documentation is posted on our website. We periodically review all awarded contracts for compliance and effectiveness. In addition, Sourcewell may review and approve price and product changes at the vendor's request.

3-time recipient of the Achievement of Excellence in Procurement award.

## The Sourcewell advantage

Sourcewell is a self-funded government organization. We partner with government, education, and nonprofit entities to boost student and community success.

## You can confidently partner with Sourcewell because we:

## Value independence

- As a government agency authorized by the state of Minnesota, we can enter into contracts and operate as our own cooperative purchasing lead agency. (See enabling legislation on page 6)
- We adhere to competitive solicitation requirements of the Uniform Municipal Contracting Law.
- We award most contracts corporately, but you purchase from local dealers and providers.
- Contract terms allow you to propose supplemental terms and conditions.


## Lead the way

- Choice of high-quality equipment/products/services-300 North American vendor contracts and more than 500 construction contracts.
- We eliminate low-bid, low-quality issues. You capture lifecycle-cost savings.
- Our contracts are tailored to you with solutions-based solicitations.
- Basic to fully customized solutions available when you choose from a suite of options.


## Read the fine print

- Proven procurement process, refined over 40 years. (See prior page.)
- Contracts competitively solicited on your behalf and awarded by our CPO and elected board.
- The documentation you need is right at your fingertips-with a complete procurement file posted on our website sourcewell-mn.gov.


## Make purchasing easy

- Browse our catalog of awarded vendors online.
- Members can then contact the vendor directly and tell them you'd like to use the Sourcewell contract.
- If not a member, check out how easy it is to join on page 3.
- Tap into our expertise by contacting our membership team: 877-585-9706 or membership@sourcewell-mn.gov.


## Frequently asked questions

Q. Who is Sourcewell?
Q. What is Sourcewell's primary purpose?
Q. Is cooperative purchasing one of Sourcewell's authorized activities?
Q. How is Sourcewell governed?
Q. Who is eligible for membership, and how much does it cost?
Q. How do we join Sourcewell?
Q. What specific statute gives my agency the authority to participate?
Q. Can my agency use Sourcewell contracts without issuing our own solicitation?
A. Sourcewell, formerly National Joint Powers Alliance, is a local unit of government, a public corporation and agency under the Minnesota Constitution and its enabling law, Minnesota Statutes § 123A.21. Sourcewell employees are government employees.
A. Sourcewell is a service cooperative created to provide programs and services to members in the government, education, and nonprofit sectors. Its statutory purpose is to assist members in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. Minn. Stat. § 123A.21, subd. 2.
A. Sourcewell is authorized to establish cooperative purchasing contracts on behalf of itself and its members. Sourcewell follows the competitive contract law requirements under Minnesota Statutes $\S 471.345$, to solicit, evaluate, and award these contracts.
A. Sourcewell is governed by an eight-member Board of Directors made up of local elected officials including county commissioners, city council members, mayors, and school board members.
A. Membership is free and available to all government, education, and nonprofit entities.
A. You can join by submitting an online membership application at: Sourcewellmn.gov/join or by submitting a paper application.
A. Joint powers and cooperative purchasing laws authorize members to access Sourcewell cooperative purchasing contracts. Sourcewell members are responsible for ensuring compliance with state and local laws in their respective jurisdictions. A comprehensive list of state laws is included on the Sourcewell website on the "Compliance and Legal" page.

Sourcewell continuously monitors changing laws and regulations affecting cooperative purchasing. For questions about state-specific compliance or contract-use requirements, please contact contract.administration@sourcewellmn.gov.
A. Sourcewell contracts are competitively solicited on behalf of Sourcewell and its members. Individual members are free to determine whether the awarded contracts meet their needs.

## Frequently asked questions

Q. Does Sourcewell's procurement process meet federal procurement standards, including the Office of Management and Budget Uniform Guidance (2 CFR Part 200)?
Q. How do I obtain copies of the legal documents associated with each contract?
Q. As a Sourcewell member, are we able to buy from other contracts?
Q. How is Sourcewell funded?
A. Sourcewell's procurement process is continuously improved to ensure compliance with state and federal requirements affecting our members' ability to use cooperative purchasing contracts. Standard federal terms and conditions are included in Sourcewell solicitations and contracts. For specific compliance questions, please contact contract.administration@sourcewell-mn.gov.
A. Contracts and solicitation documents are available under the "Contract Documentation" tab on each vendor's page on the Sourcewell website. Please follow the instructions under each vendor's "Pricing" tab to access pricing for specific contracts. Due to pricing complexity, some pricing is only available upon request. Procurement files are also available upon request.
A. Sourcewell membership and contracts are nonexclusive with no obligation to purchase.
A. Sourcewell is funded by administrative fees paid by vendors. When Sourcewell awards a contract, that vendor realizes substantial efficiencies in the form of thousands of sales opportunities. Vendors pay a percentage of those sales to Sourcewell to cover costs related to the procurement process and to offset general operating costs.

Material prepared and provided by Sourcewell is intended as informational and for reference purposes, but is not legal advice. We recognize your responsibility to ensure the Sourcewell procurement process complies with your local laws.


## Cooperative purchasing

Sourcewell creates cooperative contract purchasing solutions on behalf of its member agencies. Cooperative contracts offer both time and money savings for users by consolidating the efforts of numerous individually prepared solicitations into one, cooperatively shared process-taking advantage of the volume pricing generated by 50,000 members across North America.

Join and purchase
Visit sourcewell-mn.gov/cooperative-purchasing or turn to page 3 for more details.

We want to be your guide.
Contact our membership team:
877-585-9706
membership@sourcewell-mn.gov

## AGENDA ITEM

## Consent

## REPORT TO:

REPORT TO:

## ITEM NO:

## SUBJECT:

Work Session (01/08/24)
Voting Meeting (01/11/24)

## 709/2023

Approval and authorization for the Chairman and District Commissioners to execute a resolution objecting to the annexation by the City of Buford of tax parcel number 08153000001 owned by Amy L. Barfield and Christopher W. Watford located on 4470 Bennett Road, and authorize the Board to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

W JLI

## Recommendation:

## Purpose of Request:

## History:

Approval and authorization for the Chairman and District
Commissioners to execute a resolution objecting to the annexation by the City of Buford of tax parcel number 08153000001 owned by Amy L. Barfield and Christopher W. Watford located on 4470 Bennett Road, and authorize the Board to execute any and all documents in relation to such objection, subject to review and approval by the County Attorney.

## Facts and Issues:

## Options:

Funding Requested ..... \$ 0.00
Are funds within current budget? ..... No
Source of FundsDoes 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? ..... 2024-01-11

Approvals:

| Submit | Budget | Finance | Attorney |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| JL | EW | WG | WLI |  |  |  |  |  |
| Administration |  |  |  |  |  |  | Clerk |  |
| CR |  |  |  |  |  |  |  | AO |

## Attachments:

Resolution Objecting to Buford's Annexation of Tax Parcel 08153000001

# RESOLUTION OBJECTING TO THE CITY OF BUFORD'S ANNEXATION OF THE PROPERTY OF AMY L. BARFIELD AND CHRISTOPHER W. WATFORD KNOWN AS HALL COUNTY TAX PARCEL 08153000001 

WHEREAS, Hall County has received a notice of filing with the City of Buford of a petition for annexation of the property of Amy L. Barfield and Christopher W. Watford located at 4470 Bennett Road, Buford, Georgia 30519 and bearing Hall County Tax Parcel Number 08153000001 (the "Subject Property"); and

WHEREAS, the annexation petition seeks to rezone the Subject Property from Hall County's designation of Agricultural-Residential III (AR-III) (pt.) and Suburban Shopping (S-S) (pt.) to the City of Buford's designation of C-2 General Business District and ultimately to the City's M-1 Industrial District; and

WHEREAS, the City of Buford has notified the County that the City intends to take action on the annexation and rezoning request on February 5, 2024; and

WHEREAS, the proposed use of the Subject Property, a more expansive commercial use for the highest and best use of the property in relation to the neighboring properties, represents a substantially more intense or significantly different use of the property than allowed by Hall County's existing zoning of the property; and

WHEREAS, the proposed annexation and rezoning of the Subject Property is inconsistent with Hall County's Comprehensive Land Use Plan and Future Land Development Map; and

WHEREAS, the area has developed with detached single-family residential homes, several small retail establishments, two schools for elementary school-aged students, and undeveloped properties that are adjacent to the Subject Property, and the area is substantially residential and non-commercial in character; and

WHEREAS, the Hall County Board of Commissioners has carefully reviewed the annexation and rezoning request, and the Board has determined that annexation and rezoning to a wholly commercial and ultimately industrial classification is not in the best interest of the residents of Hall County; and

WHEREAS, the Georgia Code provides a procedure for resolving annexation disputes; and

WHEREAS, the Board of Commissioners wishes to avail itself of the remedies provided by the annexation dispute resolution process by objecting to this annexation and rezoning request;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF HALL COUNTY DOES HEREBY OBJECT to the City of Buford's annexation and rezoning of Hall County Tax Parcel Number 08153000001 as requested by the owners Amy L. Barfield and Christopher W. Watford. This objection is based upon a material increase in burden on Hall County directly related to the proposed change in zoning and land use.

Based upon the information presented in the application for annexation provided by the City of Buford, Hall County specifically objects to the proposed change in zoning and land use that would result from the annexation as follows:

The application for annexation of the Subject Property, approximately $30.98 \pm$ acres, describes a rezoning from Hall County's AR-III and S-S Districts to the City of Buford's C-2 District for use of the Subject Property in a commercial and ultimately industrial manner that would serve the highest and best use of the property in relation to the neighboring properties. The owner-applicants have stated the need for a commercial zoning classification by the City of Buford to allow continued use of the property as an agri-entertainment business, the "Buford Corn Maze," which is a farm-based entertainment venue that has been in business since 2008. However, the Subject Property is currently approved under Hall County's current zoning regulations to operate the Buford Corn Maze and a county-issued business license permits the owners to operate a corn maze, children's activities, food and pumpkin sales, hayrides, and a "haunted forest" at the site. Thus, annexation by the City of Buford and a change in zoning is not required to allow continued operation of the Buford Corn Maze through the end of its lease in 2027. Further, a change in zoning to a more intense commercial use of the property would be in contrast to the surrounding uses permitted by Hall County's current AR-III and S-S zonings of the property. More troublingly, the owner-applicants state in their application for annexation that the Buford Corn Maze is not the highest and best long-term use of the Subject Property and that the property, if annexed by the City of Buford, would likely receive a future change in zoning to permit industrial uses. Therefore, the requested change in zoning and the proposed future land use of the Subject Property, as set forth in the application for annexation, would create a material increase in burden upon Hall County directly related to the proposed change in zoning and land use. Hall County attaches the City of Buford's Notice of Intent to Annex and Rezone the Subject Property, the Application for Annexation and rezoning, and the supporting documents served upon Hall County. See Exhibit A.

Secondly, the proposed change in zoning and land use as described in the application for annexation would also result in a substantial change in the intensity of the
allowable use of the property. An aerial photograph of the area immediately surrounding the proposed annexation shows that apart from a service station across the road there are no commercial buildings adjacent to the Subject Property. See Exhibit B. The proposed classification of the Subject Property as C-2 under the City of Buford's Zoning Regulations would allow for the establishment of a myriad of commercial businesses that would disrupt the neighboring homeowners' quiet enjoyment of their property. The proposed change in zoning and land use of the Subject Property from AR-III and S-S to general commercial business use by the City of Buford would be significantly different from the single-family residential and light retail uses currently permitted by Hall County on the property. See Chapters 17.110 and 17.140 of the Official Code of Hall County, Exhibits C and D. Moreover, upon the Subject Property's annexation and rezoning, there would be nothing to prevent the property owners from converting the property or selling it for development into a seemingly limitless variety of commercial businesses (including fast-food restaurants, hotels/motels, machine repair shops, and adult entertainment establishments) whose existence and operation would be wholly inconsistent with the residential and small retail character of the surrounding properties. See Art XIII, Sec. 1308 of the City of Buford Zoning Ordinance, Exhibit E.

Lastly, the proposed change in zoning and land use would also differ from the existing uses suggested for the Subject Property by Hall County's 2017-2037 Comprehensive Land Use Plan. As shown on the attached Hall County Future Development Maps, the Land Use Plan designates the Subject Property for Residential and Community Crossroads uses. See Exhibit F. The attached description of Residential uses seeks to preserve established residential neighborhoods and to create new residential developments consistent with surrounding suburban densities. The description of Residential uses notes that future development will continue to be detached, single-family homes at moderate densities of two dwellings per acre. The attached description of Community Crossroads uses seeks to maintain and create access to local goods and services at major intersections throughout the community. The description of Community Crossroads notes that future development for "neighborhood" designated areas should emphasize connectivity and organization in a compact form around a major intersection. Changing the zoning of the Subject Property to an entirely commercial classification would frustrate Hall County's future land-use intentions for the area. Finally, the proposed change in zoning and land use for the property also differs significantly from the uses permitted in the County's AR-III and S-S zoning districts, which provide for low to moderate-density residential, retail, or agricultural uses.

For the foregoing reasons, the members of the Board of Commissioners have executed this objection to the annexation petition of Amy L. Barfield and Christopher W. Watford regarding Hall County Tax Parcel Number 08153000001 this the $11^{\text {th }}$ day of January, 2024.

## HALL COUNTY BOARD OF COMMISSIONERS

By:<br>$\qquad$<br>Richard Higgins, Chairman

By: $\qquad$
Kathy Cooper, Commissioner, District 1

By: $\qquad$
Billy Powell, Commissioner, District 2

By:
Gregg Poole, Commissioner, District 3

By: $\qquad$
Jeff Stowe, Commissioner, District 4
ATTEST:

By:
Jennifer Rivera, Commission Clerk
(SEAL)

APPROVED AS TO FORM:

By:
William J. Linkous, III, County Attorney

December 6, 2023

## Via Statutory Overnight Delivery

Hall County Board of Commissioners
2875 Browns Bridge Road
Gainesville, Georgia 30503
Hall County Board of Education
711 Green Street
Gainesville, Georgia 30501
Re: Initiation of Annexation pursuant to the 100\% Application Method to the City of Buford, Georgia

To the Honorable Commissioners and Members:
Notice is hereby given, pursuant to O.C.G.A. § $36-36-6$, that the City of Buford has accepted a petition for amexation pursuant to O.C.G.A. § 36-36-20, et seq. (Article II or 100\% Application Method). Enclosed is a copy of the written Application for Annexation which includes a surveys and/or map showing the boundaries of the proposed annexed area and a legal description of the property to be annexed. The proposed re-zoning and land use for the parcel upon Annexation under the City of Buford Zoning Ordinance, is set forth on the attached Exhibit "A".

In accordance with O.C.G.A. § 36-36-112, the County governing authority, by majority vote, may object to the annexation. Notice of an objection must be served upon the City Commission of the City of Buford, by certified mail or statutory overnight delivery, not later than the end of the 45th day following receipt of this notice.

The Buford City Commission plans to conduct a public hearing and take action on said annexation and rezoning at its meeting scheduled on Monday, February 5, 2024 at 7:00 p.m., at Buford City Hall, 2300 Buford Highway, Buford, Georgia 30518.


## Enclosures

cc: Randi Doveton, Director Planning and Development Kim Wolfe, Buford Planning Director

# EXHIBIT "A" <br> APPLICATIONS FOR ANNEXATION TO THE CITY OF BUFORD, GEORGIA <br> HALL COUNTY 

| Tax Parcel No. | Property Address | Owners | Proposed Rezoning |
| :--- | :--- | :--- | :--- |
| 08153000001 | 4470 Bennet Rd | Amy L. Barfield <br> Christopher W. Watford | S-S/AR-III to C-2 |

CITY OF BUFORD<br>Planning \& Zoning Department<br>2300 Buford Highway<br>Buford, Georgia 30518<br>(770) 945-6761

## APPLICATION FOR ANNEXATION

Tax Map Number: $\qquad$ Date: $\qquad$ $11-12.23$
Present Zoning: SS ARIII Requested Zoning: Commercial, (c-a) Address of subject property:_ 4470 Bennett Rd Buford, 6 A

Owner of property: $\qquad$
Telephone number: 404992 S801 cell:___ email:__cuwnt ford a yahoo. Com Housing Units: $\qquad$ One Other Buildings: barns, sheds, structures
A. Submit copy of recorded survey.
B. Subject property description - A legal description (deed) and plat.
C. Petition Requesting Annexation - Owners must complete Petition Requesting Annexation. (Exhibit A)
D. Authorization by property owner - Owners must complete certifying property ownership. (Exhibit B)

Fees - annexation with same/similar zoning - \$350.00; annexation with rezoning - \$800.00.
Authorization to inspect premises - I hereby authorize the Buford City Commission, the Planning Commission and their staff to inspect the premises which is the subject of this annexation application.


Signature - Owner


Signature - Owner plat** 485

For office use only:
Application received: $\quad$ (l n24-23
Date Annexation will become effective and official:
Fee received: \$ BoD. Qp

## Exhibit "A"

## PETITION REQUESTING ANNEXATION

## CITY OF BUFORD, GEORGIA

## DATE $\quad 11-12-23$

## TO THE CITY COMMISSION OF THE CITY OF BUFORD, GEORGIA

1. The undersigned, as owner of all real property of the territory described herein, respectfully requests that the City Commission annex this territory to the City of Buford, Georgia, and extend the City boundaries to include the same.
2. The territory to be annexed abuts the existing boundary of Buford, Georgia, and the description of such territory area is as follows:

## Address/Location of Property

## 4470 Bennett Read Buford GA

Tax Map Number: $\qquad$ 08153-000001

See description attached.
3. It is requested that this territory to be annexed shall be zoned:


For the following reasons:
Highest and lest use, Neighboring properties
$\qquad$

WHEREFORE, the Petitioners pray that the City Commission of the City of Buford, Georgia, pursuant to the provisions of the Acts of the General Assembly of the State of Georgia, Georgia, Laws, 1946, do by proper ordinance annex said property to the City Limits of the City of Buford, Georgia.


Owners)

## Exhibit "B"

## AUTHORIZATION BY PROPERTY OWNER

## Application for Annexation

I swear that I am the owner of the property which is the subject matter of the attached application as s in the records of $\qquad$ County, Georgia. I authorize the person named below to act a applicant in the pursuit of an annexation request of this property.

Name of Applicant: $\qquad$
Address: $\qquad$
Telephone number: 4049925801 cell: $\quad 4049925801$
Email address:
cow wat ford as yahoo. com


Signature of Owner


Signature of Owner

Signature of Owner

Please be advised that the Georgia General Assembly, through the urging of the Hall County delegation, enacted a local law, HB 156, that when Buford subsequently annexes property into the city, any student would still be required to be educated in the Hall County School System. Essentially, the boundaries of ! would not be extended consistent with the annexation for educational purposes. While Buford lobbied against HB 156, we regret that Hall County officials pursued this law with the Governor ultimately signing May 3, 2023.

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$$

AN APPLICATION TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF BUFORD


PHONE NUMBER $404 \quad 992 \quad 5801$


PHONE NUMBER 4049925801 CONTACT PERSON $\qquad$ Chin' Wat fard
address of property $\quad 4420$ Bennett Road Buford 6A
 CITY OF BUFORD LIMITS: YES $\qquad$ NO $\qquad$ Pounding

LAND DISTRICT $\qquad$ LAND LOT $\qquad$ parcel 08153 ACREAGE $\qquad$
000001
$\qquad$ PROPOSED USE $\qquad$ Commeraideraning to allow Buford Coon $H_{a}$ re to continue operation:Hough learn desc aukina

## RESIDENTIAL

NUMBER OF LOTS/DWELLING UNITS $\qquad$
DWELLING UNIT SIZE (SQ. FT.) $\qquad$
NON-RESIDENTIAL
NUMBER OF BUILDINGS/LOTS $\qquad$
SQUARE FEET $\qquad$ JUSTIFICATION FOR REZONING

PLEASE DEMONSTRATE THE NEED FOR THE REQUEST. (USB ATTACHMENTS).


PLANNING DEPARTMENT USE ONLY


## REZONING APPLICANTS RESPONSE

## STANDARDS GOVERNING EXERCISE OF THE ZONING POWER

Pursuant to section 1702 of the 2000 City of Buford Zoning Ordinance, the commissioners find that the following standards are relevant in balancing the interest in promoting the public health, safety, morality, or general welfare against the right to the unrestricted use of property and shall govern the exercise of the zoning power.

Please respond to the following standards in the space provided or use an attachment as necessary.
(A) Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property:
The Bustard Corn Maze current h operates under a C-3 zoning in It all County
(B) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property:

> roperty: Has no additional effect on neighboring property. Corn Maze evrvently gizenatibig.
(C) Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned:

Commercial entity currently operating.
(D) 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 or schools:

No additional impact
(E) Whether the zoning proposal is in conformity with the policy and intent of the land use plan: $\qquad$ Buford master plan lean toward $M-1$ Industrial far the pungently
(F) Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal:

Property will nos est likely be zoned MI in future

## VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR REZONING

The undersigned below is authorized to make this application. The undersigned certifies that all City of Buford property taxes billed to date for the parcel listed below have been paid in full to the City of Buford. In no case shall an application or reapplication for rezoning be processed without such property verification.

- NOTE: A separate verification form must be completed for each tax parcel included in the rezoning request.

Parcel I.D. Number: District _11 Land Lot_Parcel_08153.000001
(Map Reference Number)


Chis Wat fard
Type or Print Name
All Hall County taxes ane paid in full, Property in process of Annexation into City of Bufand, Pending

## CITY OF BUFORD TAX DEPARTMENT USE ONLY

(Payment of all property taxes billed to date for the above referenced parcel have been verified as paid current and confirmed by the signature below)

Name $\qquad$ Title $\qquad$
Date $\qquad$

## DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating $\$ 250.00$ or more to a member of the City of Buford Board of Commissioners.



Signature of Applicant


Chris Watford
Type or Print Name

If the answer is yes, please complete the following section:

| Name and Official <br> position of government <br> official | Contribution (list all <br> which aggregate to $\$ 250$ <br> or more) | Date contribution <br> was made (within <br> last two years) |
| :--- | :--- | :--- |
| $\square$ | $\square$ | $\square$ |
| $\square$ | $\square$ | $\square$ |

Attach additional sheets if necessary to disclose or describe all contributions.

From:
Nov 20, 2023
Chris Watford
205 Shadowbrook Drive
Roswell, GA 30075
To:
City Of Buford
Planning and Zoning Department
To Whom It May Concern,
It is my intent to seek a commercial zoning classification for my property at 4470 Bennett Road Buford, GA. The parcel is currently zoned commercial in Hall County and the property is currently in the process of being annexed into the City Of Buford.

This commercial zoning in City Of Buford would allow for the Buford Corn Maze to continue operation through the duration of their lease, which goes through 2027.

Thank you for your consideration,


Chris Watford
4049925801

ALL THAT TRACT or parcel of land lying and being in Land Lots 153 and 154 of the 8th District of Hall County, Georgia, and being more particularly described as follows:

BEGINNING at the northern corner of Buford Road (later called Roberts Cross Road and now known as Friendship Road) and the Gainesville Road, run thence East along the northeast side of Gainesville Road to the western side of Mount Salem Church Road to J.W. Parks land; run thence South 46.5 degrees West along the Parks line and land of Carl Perry to Roberts Cross Road to the Beginning Point. Said tract contains 36.5 acres more or less and is a portion of the property described and conveyed by W.R. Davis and Mrs Julia Davis to Mrs Winnie Roberts Tutton by Warranty Deed dated September 14, 1935, recorded in Deed Book 32, page 289, Hall County, Georgia Deed Records.



## 



Date created: 12/20/2023
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CHAPTER 17.110. - AGRICULTURAL- RESIDENTIAL-HII DISTRICT (AR-III)

Footnotes:
--- (9) ---
Editor's note- Numerous referrals to the definitions section ("see chapter 17.20") have been removed.
17.110.010. - Permitted uses.

Uses permitted in the AR-III district include:
A. Agricultural, horticultural [uses] and/or farm winery.
B. Accessory farm uses including the sale of products grown on the premises and the keeping of livestock or poultry.
C. Residences:

1. Site-built single-family detached dwelling units.
2. Class $A$ single-family manufactured home.
3. Class A single-family industrialized dwelling units.
D. Non-commercial accessory residential uses, including but not limited to a private garage, detached home workshop, swimming pool, or greenhouse, all of which shall be incidental to the use of the property as a residence.
E. Home offices.
F. Churches and other places of worship, but excluding cemeteries.
G. County uses including parks and playgrounds, but excluding cemeteries.
H. [Deleted 1-13-92.]
I. Substations for electrical transformers, gas regulators and telephone subscriber carrier sites, provided the conditions of chapter 17.210 are met.
J. Minor subdivisions.
K. Sawmills used to process timber grown and harvested on the property where it is processed, provided the conditions of chapter 17.210 are met.
L. Family day care home.
M. Construction trailer, provided the conditions of chapter 17.210 are met.
N. Community residences, provided the conditions of chapter 17.210 are met.
O. Home occupations, provided the conditions of chapter 17.210 are met.
P. Transient occupancy of a vacation home provided all requirements of chapter 17.216 are met.
(Res. of 8-28-78, §9(A); Res. of 5-11-87; Res. of 7-10-89; Res. of 4-27-90; Res. of 10-14-91; Res. of 12-23-91; Res. of 1-27-92; Res. of 2-10-92; Res. of 9-28-92; Code 1991, § 17.110.010; Res. of 6-17-02(2), § 14; Res. of 2-27-03(1), § 1 ; Res. of 4-24-14(1), § 1; Res. of 3-28-19(1), § 8)
17.110.020. - Conditional uses subject to planning commission approval.

In the AR-III district, conditional uses subject to planning commission approval (seechapter 17.350) after a required public hearing include:
A. Residential businesses (see chapter 17.350).
B. Rural businesses (see chapter 17.350 ).
C. Subdivision amenities.
D. Temporary sales office located within an approved subdivision (see chapter 17.350).
(Res. of 8-28-78, § 9(B); Res. of 7-10-89; Res. of 9-28-92; Code 1991, § 17.110.020; Res. of 2-27-03(1), § 1; Res. of 3-22-18(2), § 3; Res. of 3-28-19(1), § 9)
17.110.030. - Conditional uses subject to zoning board of adjustment approval.

In the AR-III district, conditional uses subject to zoning board of adjustment approval (see chapter 17.350) and a required public hearing include:
A. Additional parking on other than principal lot.
B. Class A and Class B single-family manufactured homes on an occupied lot due to a hardship.
C. Caretaker and/or employee residences.
(Res. of 8-28-78, §9(C); Res. of 7-10-89; Code 1991, § 17.110.030; Res. of 6-17-02(2), § 15; Res. of 2-27-03(1), § 1)
17.110.040. - Uses permitted subject to approval of county commission.

In the AR-III district, uses permitted subject to approval of the county commission after review and recommendation by the planning commission and required public hearing [include]:
A. Municipal, state and other public uses.
B. Fraternal organizations or private clubs (see chapter 17.20 definitions for church, club or lodge).
C. Nursery schools, kindergartens, day care centers.
D. Private airfields.
E. [Reserved.]
F. Cemeteries.
G. Slow rate land treatment systems.
H. Private directional signs for churches (defined under section 17.270.030) up to 36 square feet in area.
I. Re-establishment of a nonconforming use after a period of two years.
J. Equestrian centers.
K. Group day care home.
L. Day care center.
M. Commercial kennel.
N. Telecommunications facilities, provided the conditions of chapter 17.410 are met.
O. Community residences that fail to meet all requirements for an administrative occupancy permit, excluding community residences denied a required local or state license.
P. Site-built dwelling units, Class A manufactured homes, and Class A industrialized dwelling units more than seven years old being moved into Hall County for the purpose of permanent or temporary occupancy.
Q. Raising for gain or profit of dangerous animals.
R. Small animal specialty farms.
(Res. of 8-28-78, § 9(D); Res. of 7-10-89; Res. of 1-14-91; Res. of 3-11-91; Res. of 5-28-91; Res. of 7-8-91; Res. of 10-14-91; Res. of 1-13-92; Res. of 1-27-92; Res. of 2-10-92; Res. of 5-11-92; Code 1991, § 17.110.040; Res. of 3-11-99, §3; Res. of 6-17-02(2), § 16; Res. of 2-27-03(1), § 1; Res. of 1-13-22(3)_, § 11)

CHAPTER 17.140. - SUBURBAN SHOPPING DISTRICT (S-S)

| 17.140 .010. | Permitted uses. |
| :--- | :--- |
| 17.140 .020. | Uses permitted subject to approval of planning commission. |
| 17.140 .030 | Conditional uses subject to zoning board of adjustment approval. |
| 17.140 .040. | Uses permitted subject to approval of county commission. |

17.140.010. - Permitted uses.

Uses permitted in the S-S District include:
A. Any retail or retail service establishment, including the making of articles sold at retail on the premises providing the conditions of Chapter 17.210 are met;
B. Churches and other places of worship;
C. Offices with gross floor area not exceeding 25 percent of lot area.
D. Radio and television studios;
E. [Deleted 1-13-92]
F. Service stations, provided the conditions of Chapter 17.210 are met;
G. Subdivisions;
H. County uses;
I. Family day care home;
J. Group day care home;
K. Construction trailer, provided the conditions of Chapter 17.210 are met;
L. Banks;
M. Restaurants.
(Res. of 8-28-78, § 12(A); Res. of 2-22-88; Res. of 7-25-88; Res. of 10-14-91; Res. of 12-23-91; Res. of 1-27-92; Res. of 2-10-92; Code 1991, § 17.140.010; Res. of 6-27-02, § 1; Res. of 2-27-03(1), § 1)
17.140.020. - Uses permitted subject to approval of planning commission.

Uses permitted subject to the approval of the planning commission include:
A. Shopping centers.
B. Planned unit developments on a minimum of ten acres.
C. Municipal and other public uses.
D. Animal hospitals or veterinary clinics with exercise yards but no outside pens or runways. (Res. of 8-28-78, §12(B); Res. of 7-25-88; Res. of 11-11-91; Res. of 1-27-92; Code 1991, § 17.140.020; Res. of 2-27-03(1), § 1)
17.140.030. - Conditional uses subject to zoning board of adjustment approval.

In the S-S district, conditional uses subject to zoning board of adjustment approval (see chapter 17.350) and a public hearing include:
A. Additional parking on other than principal lot.
B. Caretaker and/or employee residences.
(Res. of 8-28-78, § 12(C); Res. of 7-10-89; Code 1991, § 17.140.030; Res. of 2-27-03(1), § 1)
17.140.040. - Uses permitted subject to approval of county commission.

Uses permitted subject to the approval of the county commission and a required public hearing include:
A. Slow rate land treatment systems.
B. Private directional signs for churches ([see] section 17.270.030) up to 36 square feet in area.
C. Re-establishment of a nonconforming use after a period of two years.
D. Day care center.
E. Telecommunications facilities, provided the conditions of chapter 17.410 are met.
F. Tattoo, body piercing and body modification establishments.
(Res. of 1-14-91; Res. of 3-11-91; Res. of 5-28-91; Res. of 10-14-91; Res. of 1-13-92; Res. of 2-10-92; Code 1991, § 17.140.040; Res. of 3-11-99, § 5; Res. of 2-27-03(1), § 1; Res. of 1-27-21(2)_ § 1(Exh. A))

## Section 1308. C-2 General Business District, Retail and Services Uses

## Purpose:

The C-2 General Business District is intended to provide adequate space in appropriate locations along major streets, thoroughfares and at intersection for various types of business use. These uses should include the retailing of major goods and services, general office facilities and public functions that would serve a community area of several neighborhoods. Development of uses in the district characteristically occupies a large area because it is intended to serve a greater population and to offer a wider range of services. Orientation and expansion of this district should occur as an increase in depth at major intersections rather than as a strip-like extension along the street or thoroughfare.

## Permitted Uses:

Only the following permitted uses shall be allowed in the C-2 General Business District and no structure shall be erected, structurally altered or enlarged for any use other than a use permitted herein with the exception of a) uses lawfully established prior to the effective date of the amendment; b) special uses as permitted herein; or c) accessory uses as defined in Article III, Definitions; or other uses which are clearly similar to and consistent with the purpose of this district.

## A. Retail and Service Uses:

1. Antique shops.
2. Animal hospitals or veterinary clinics.
3. Art and school supply stores.
4. Art galleries.
5. Automotive parts stores (no on-premises installation).
6. Bakeries.
7. Banks or financial institutions. Drive-in/through facilities shall obtain a special use permit. See Special Use (19). Automatic tellers as accessory or freestanding use.
8. Barber and beauty shops.
9. Bicycle shops.
10. Blueprinting establishments.
11. Book or stationery stores.
12. Building, electrical or plumbing contractors (provided no equipment or materials are stored outside).
13. Business college or business schools operated as a business enterprise.
14. Clothing sales or rental stores.
15. Convenience food stores with or without fuel pumps.
16. Custom dressmaking and sewing shops.
17. Dance studios.
18. Day care center, provided the following conditions are met:
a. At least one hundred (100) square feet of outdoor recreation area per child, and the outdoor play area is enclosed with a six (6) foot high fence.
b. Comply with all state day care requirements.
c. Comply with all health regulations.
19. Department stores.
20. Drive-in restaurants. (see special uses \#20)
21. Drug stores.
22. Dry cleaning pick-up and delivery stations.
23. Electronic sales and service establishments.
24. Florist.
25. Food catering establishments.
26. Food stores or grocery stores.
27. Funeral homes and mausoleums.
28. Furniture rental or sales establishments.
29. Equipment rental (excluding heavy equipment, bulldozers, backhoes, forklifts, cranes, etc., and provided there is no outside storage associated with the use).
30. Garden supply centers and greenhouses (including accessory outdoor storage).
31. Gift shops.
32. Hardware stores.
33. Health clubs and spas.
34. Hobby shops.
35. Hotel or motels. (see special uses \#17)
36. Ice cream shops.
37. Instruction of fine arts.
38. Interior decorating shops.
39. Jewelry stores.
40. Laundries and dry cleaning establishments, including self-service laundries.
41. Liquor stores.
42. Locksmith shops
43. Mobile buildings (temporary, while any of the permitted or special uses are under construction, but not exceed six (6) months).
44. Museums and libraries.
45. Music stores or studios.
46. Office/showroom facilities.
47. Parking lots and garages.

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48. Pest control businesses.
49. Pet shops or grooming establishments.
50. Photocopying and reproduction services.
51. Photography shops and studios.
52. Plant nursery sales facilities.
53. Plumbing, electrical, pool and home building supply showrooms and sales centers (provided there is no outdoor storage associated with the use).
54. Radio, recording or television studios and broadcasting stations.
55. Radio and television repair shops.
56. Record/video sales and rental stores.
57. Recreation facilities (indoor, such as bowling alleys, skating rinks, shooting ranges and movie theaters.
58. Restaurants and lounges. Drive-in/through facilities shall obtain a special use permit. See Special Use (20).
59. Shoe stores and shoe repair shops.
60. Small appliance repair shops.
61. Sporting goods stores.
62. Tailor shops.
63. Taxidermist.
64. Toy stores.
65. Travel agencies.
66. Watch and clock repair shops.
67. Weaving apparel shops.
68. Automotive service stations, with or without fuel pumps.
69. Building supply centers with outdoor lumber yards or storage areas, provided these areas are screened with a six (6) foot high, one hundred (100) percent opaque fence.
70. Log splitting and storage lots, provided splitting and storage areas are screened with a six (6) foot high, one hundred (100) percent opaque fence.
71. Machine, welding, radiator or muffler repair shops.
72. Adult Entertainment Facility.
a. Said facility meets all requirements set forth by the City of Buford Code of Ordinance Regulating Adult Entertainment Establishments.
b. Said facility shall not be located on a parcel of land that is closer than 1,500 feet of any parcel of land which is either named or used for residential purposes, whether located inside or outside the corporate limits of the City.
c. Said facility shall not be located on a parcel of land that is closer than 1,500 feet of any parcel of land which a place of worship, school, governmental building, library, civic center, public park or playground is located, whether located inside or outside the corporate limits of the City.
d. Said facility shall not be located on a parcel of land that is closer than 1,500 feet of any parcel of land which contains another adult entertainment facility establishment, whether located inside or outside the corporate limits of the City.
B. Office Uses:
73. Accounting offices.
74. Architecture or engineering offices.
75. Doctor, dentist or chiropractor offices.
76. Insurance offices.
77. Law offices.
78. Medical clinics.
79. Other public or professional offices.
80. Real estate offices.

## C. Public and Semi-Public Uses:

1. Churches, temples, and synagogues.
2. Clubs, lodges, fraternal institutions and meeting halls.
3. Government offices.
4. Post offices.
5. Public or semi-public buildings and land uses, parks, playgrounds or community centers.
6. Utility offices.

## D. Residential:

1. Caretaker or watchman quarters as an accessory use.

## E. Temporary Uses:

Within the C-2 General Business District only the following uses are permitted for a period not to exceed twenty (20) days or otherwise indicated provided: 1) written permission of the property owner is provided; 2) these uses are not located within fifty ( 50 ) feet to any public right-of-way; 3 ) a sign (not portable) may be erected on the property provided it does not exceed a total of sixteen (16) square feet to ten (10) feet in height and is not placed within twenty (20) feet of any public right-of-way; 4) adequate parking, ingress and egress are provided on site or written permission is obtained if provided on an adjoining property; and 5) a temporary permit is applied for an approved by the Department of Planning and Department. All other requirements for licenses and regulations of the City of Buford shall be met.

1. The sale of fruits and vegetables.
2. Charitable or non-profit events not to exceed four (4) days.
3. Christmas tree sales between November 15 and January 1.
4. The sale of any items in association with an existing business located on the premises as a principal use (i.e., sidewalk, parking lot or tent sales).
5. Carnival rides not to exceed fifteen (15) days provided no structure or equipment is located within five hundred (500) feet of any residential property lines.

A permit for any temporary use on the same property may not be applied for or renewed for a period of not less than six (6) months from the date of any prior approval of a temporary use. However, one ten (10) day extension of the twenty (20) day period may be granted by the Director of Planning and Development.

## Special Uses:

Within the C-2 General Business District, the following uses may be permitted provided the applicant for such a development is granted a Special Use Permit by the Board of Commissioners after receiving recommendations from the Planning Director and Planning Commission and after a public hearing.

1. Auto body repair shops.
2. Auto repair shops or tire stores including lubrication or tune-up centers (full service and self-service).
3. Automotive sales lots and associated service facilities (new or used), provided such building contains at least 2,000 square feet of heated floor space.
4. Building materials sales with outdoor storage.
5. Recreation facilities (commercial outdoor, such as miniature golf courses, driving ranges, water slides, drive-in theaters or race tracks).
6. Contractor's offices using fencing for any purpose or contractor's offices with outside storage of equipment and materials. Any fencing shall be located in the rear yard provided the storage or equipment areas are screened with a six (6) foot high, one hundred (100) percent opaque fence.
7. Heavy equipment and farm equipment rental or sales and service.
8. Lawn mower repair shops.
9. Machine or welding, radiator or muffler repair shops.
10. Mobile home or mobile building leasing or sales lots (new or used).
11. Veterinary clinics with outside runs or pens.
12. Animal hospitals provided they are located not less than three hundred (300) feet from any residential zoning district or use as measured from property line to property line.
13. Boat sales establishments (new or used).
14. Telecommunications tower.
15. Mini-warehouse storage facilities.
16. Boat storage facilities.
17. Any hotel or motel with guest rooms containing any two (2) or more of the following three (3) items: dishwasher, stove (cooktop), refrigerator.
18. Banks or other financial institutions with drive-in facilities.
19. Drive-in/through restaurants.
20. Tattoo parlors and body piercing establishments.
21. Vehicle rental establishments.
22. Car wash establishments.
23. Taxi cab establishments.
24. Office/warehouse condominiums.
25. Pay Day Loans/Check Cashing establishments.
26. Secondary residential uses are allowed in proposed multi-story, mixed use buildings and is limited to new construction provided:
a. Commercial, retail, and/or office uses are provided on the first floor of the building;
b. Residential uses are limited to the second and third story of such building with common floors/ceilings with the commercial development;
c. The total heated residential floor area is not greater than two (2) times the total heated non-residential floor area;
d. Garage parking is provided for the residential use within the building; and
e. The City Commission approves a concept plan depicting the site plank, building elevations, and mix of uses for the overall development;
f. Two (2) car garages shall be required for each residential unit and located in the rear of the building;
g. Residential garbage pick-up shall be housed and presented for pick-up next to the garage (rear of dwellings) and shall not be placed outside in excess of twenty-four (24) hours prior to pickup. The City of Buford shall provide sanitation service.
27. Any retail or service establishment not specifically permitted herein, but which is similar to the listed uses, compatible with uses on adjoining property and which meets the intent and purpose of the District.

Other Provisions:

1. No outdoor storage or fencing except as otherwise provided herein.

Section 1308.1 C-2 General Business District - Permitted Uses - Retail and Services Uses (36) Hotel and Motels shall be subject to the following development regulations, to wit:

1. Each hotel/motel shall be accessed by patrons through a main or central lobby only with a minimum of 1,000 square feet;
2. Each guest room shall be accessed through an interior hallway and shall not have access to the exterior of the building (except through the central lobby);
3. Each hotel/motel must provide staff or management on duty twenty-four (24) hours a day;
4. Each motel/hotel building shall have a minimum roof pitch of six (6) in twelve (12);
5. Each motel/hotel shall provide an enclosed heated and air-conditioned laundry space with a minimum of three (3) washers and three (3) dryers (for patron use only);
6. Each motel/hotel footprint or site shall have a minimum area of two (2) acres;
7. Outside storage or parking or heavy equipment or construction related equipment is prohibited;
8. Banners or signs other than the hotel/motel marquee is prohibited on the subject premises; and
9. No business license shall be issued for any business operating from any guest room of the facility.

Items (1) through (9) shall apply to all hotel/motels and are not in lieu of any existing and/or more restrictive development regulations contained in this zoning classification or other ordinances and regulations of the City of Buford.

the plan is required by the Georgia Department of Community Affairs to be updated every five years. if amendments are needed based on changing market and demographic trends or local goals. At a minimum

 The Future Development Map is used to identify the geographic location of the Character Areas within Hall
County. The Character Areas are described in detail later in this chapter. The Future Development Map is Future Development Map

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 strategies presented in Chapter 3 - explains and helps illustrate the 'community vision' for growth and
 A key component of the comprehensive planning process is the creation of the Future Development Guide.

 A






## AGENDA ITEM

## Consent

## REPORT TO:

REPORT TO:

ITEM NO:
SUBJECT:

Work Session (01/08/24)
Voting Meeting (01/11/24)

722/2023
Approve the 2024 Qualifying Fees Resolution for the upcoming Election Cycle.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

PAT
Recommendation:
Approve the 2024 qualifying fees for the upcoming Election Cycle.

## Purpose of Request:

Facts and Issues:

History:
Options:

## Funding Requested

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

Approvals:

| Submit | Approve | Budget | Finance |
| :---: | :---: | :---: | :---: | :---: |
| PT | LW | EW | WG |
| Attomey | Administration | Clerk |  |
| WLI | CR | AO |  |

Attachments:

## RESOLUTION

WHEREAS, the Board of Commissioners of Hall County, Georgia is required to fix the qualifying fee for each county or militia district office to be filled in upcoming primaries or elections; and

WHEREAS, the Board of Commissioners has considered the offices that will be filled in the upcoming 2024 election cycle and has applied the statutory requirements of O.C.G.A. § 21-2131 to this Resolution;

NOW THEREFORE, the following qualifying fees are fixed and established for the offices set forth below:
Office ..... Fee
State Court Judge (Breakfield) ..... \$5,605.96
State Court Judge (Robertson). ..... \$5,592.46
Sheriff (Couch) ..... \$3,097.99
Chief Magistrate (Gregory). ..... \$3,082.10
Probate Judge (Laine) ..... \$3,021.66
Clerk of Courts (Baker) ..... \$3,021.66
Tax Commissioner (Eden) ..... \$3,021.66
Hall County Commission Chairperson (Higgins) ..... \$1,691.25
Hall County Commissioner - District 2 (Powell) ..... \$1,689.60
Hall County Commissioner - District 4 (Stowe) ..... \$1,612.81
Coroner (Merck) ..... \$1,495.03
Board of Education - Post 3 (Herrington). ..... $\$ 360.00$
Board of Education - Post 4 (Morris) ..... \$360.00
Surveyor (Patton) ..... $\$ 35.50$

This $\qquad$ day of January, 2024.

# HALL COUNTY BOARD OF 

 COMMISSIONERS
## Chairman, Richard Higgins

## ATTEST:

Jennifer Rivera, County Clerk

## APPROVED AS TO FORM:

William J. Linkous, III, County Attorney

## AGENDA ITEM

## Consent

## REPORT TO: <br> REPORT TO: <br> Work Session (01/08/24) <br> Voting Meeting (01/11/24)

ITEM NO:

## SUBJECT:

## 700/2023

Approve the award of IFB \#027-44 for Community Housing Improvement Program (CHIP) Grant Single-Family Home Repairs for Financial Services to Smoothe Stroke Construction of Gainesville, GA and Quality Construction \& Improvement of Atlanta, Inc. of Decatur, GA, in the amount of $\$ 213,414.41$.

## Meetings:

## Work Session Date:

Voting Meeting Date: $\quad 01 / 11 / 24$

## Executive Summary:

## Presenter:

W G
Recommendation:
Approve.

## Purpose of Request:

Approve the award of IFB \#027-44 for Community Housing
Improvement Program(CHIP) Grant Single-Family Home Repairs to Smoothe Stroke Construction of Gainesville, GA and Quality Construction \& Improvement of Atlanta, Inc. of Decatur, GA, in the amount of \$213,414.41.

## Facts and Issues:

Funding Source:
DCA - Dept. of Community Affairs
USDOH - US Dept of Housing
7323 - CHIP Program

## G2019-111 CHIP GRANTS

## History:

IFB \#027-44 was competitively bid with three (3) contractor bids.
Smoothe Stroke Construction was the lowest responsible and responsive bidder for Project \#1 and Quality Construction was the next lowest responsible and responsive bidder for Project \#2 after the lowest bidder was disqualified for a negative reference review.

Options:

Funding Requested
Are funds within current budget?
Source of Funds
\$ 213,414.41
Yes
Grant Funds

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

| Buyer | Submit | Purchasing | Budget |
| :---: | :---: | :---: | :---: |
| CW | WG | AP | EW |
| Finance | Attorney | Administration | Clerk |
| WG | WLI | CR | JR |

## Attachments:

Financial Supplement
Contract Project 1-311 Crescent Drive
Contract Project 2-3516 Shoreland Drive
Project 1 - Mandatory Cost Proposal Worksheet
Project 2 - Mandatory Cost Proposal Worksheet Best and Final
Project 1 - Crescent Drive Bid Tabulation
Project 2 - Shoreland Drive Bid Tabulation
IFB Solicitation

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

## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT <br> AGENDA ITEM 700/2023

Funds Requested: $\quad \$ 213,414.41$
Proposed Source of Funding:
Grant Funds

Request Budgeted: Yes
Budget Transfer Requested:
No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2024 | $250-$ MULTIPLE <br> GRANT FUND | $7323-$ CHIP <br> PROGRAM | $523850-$ CONTRACT <br> LABOR | $\$ 213,414.41$ |

## Budget Transfer Items:

Additional Information/ Comments:

Phone:
770-297-5503

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503
t: $770.535 .8270 \mid$ f: 770.531 .6711

DIRECTOR
Wesley Geddings

## Hall County Government

FINANCIAL SERVICES

# Hall County CHIP Single-Family Home Repair Projects 

## ARTICLE \#101-INTRODUCTION

This Contract for Hall County CHIP Single-Family Home Repairs Project 1 located at 311 Crescent Drive, in Gainesville, Georgia 30501 (hereinafter "Services") as entered into on December 8, 2023, and with an Effective Date of January 11, 2024, is by and between; Hall County, Georgia, Board of Commissioners, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Smoothe Stroke Contracting (Hereinafter "Contractor"), located at 997 S. Enota Drive, 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 will become legally binding and executed upon signature by both parties, and

Whereas, this Contract is the result of the competitively Bid IFB \# 027-44, the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references 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 to the following;

## ARTICLE \#102 - CONTRACT

A. Contractor agrees to provide the Services to the County as detailed herein as the Work Write Up (Scope of Work), and for locations and services as described in the solicitation document and the Bidder's response.
B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C - Mandatory Cost Proposal Worksheet, as incorporated herein by reference, including permits as required shown below:

Contractor is to invoice the County after substantial completion of project in arrears. County will pay Contractor progress payments as further described herein;
C. Price Escalation Clause. (Not Applicable).

## 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

Sommer Green or Jessica Tullar
Grants Manager or Consultant
Financial Services Department
2875 Browns Bridge Rd
Gainesville, GA 30504
sgreen@hallcounty.org
Ph: (770) 297-5503

CONTRACTOR'S CONTACT INFO
Timothy Rucker
Owner
Smoothe Stroke Contracting
997 S. Enota Drive
Gainesville, GA 30501
smoothestroke@gmail.com
Ph: (404) 569-9785

## COUNTY ISSUING OFFICER

Cheryl Wright
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
Cwright@hallcounty.org
Ph: (770) 535-8263

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:

For construction projects, until substantial and final completion of services according to the time-schedule and after all sub-contractor(s) and material suppliers liens are satisfied.

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

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

## ARTICLE \# 107 - REMEDIES AND CONTRACT' PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;
A. Delay or Impossibility of Performance. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from
causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, acts of war, civil unrest, 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, 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:
7. Immediately terminate the Contract for default without additional written notice.
8. 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,
9. 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:
5. 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.
6. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
7. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
8. 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
9. 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 deciared 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. § 50-1870 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 subContractors to provide the Services described in SCOPE OF SERVICES prior to subcontractor's performance of work.

## ARTICLE \# 118-INSURANCE REQUIREMENTS:

## 1. 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

## Additional Provisions:

g. The general aggregate and products \& completed operations aggregate should be at least twice the minimum required occurrence limit.
h. Policy shall be written on an Insurance Services Office (ISO) industry form CG0001 2010 or newer.
i. Contracts involving any youths or children under 18 should also be required to provide proof of coverage for sexual abuse \& molestation coverage that it is either; clearly not excluded on the general liability or purchased as a stand-alone policy. Should the coverage be on a claims-made basis, insurance should remain in force for the life of the contract and up to the date to which the youngest youth/child at the start of the contract turns age 18 plus two years.
2. Automobile Insurance - required for all contracts except for products or services that are remote only or are delivered by a professional delivery service
a. $\$ 1,000,000$ Combined Single Limit OR
b. $\$ 500,000$ per Person
$\$ 500,000$ per Occurrence $\$ 100,000$ Property Damage
c. $\$ 1,000$ for Medical Payments (no fault coverage)
d. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities

Additional Provisions:
e. ISO policy form CAOOO1 or its equivalent liability coverage
f. Coverage shall be included for any owned, leased, hired, or non-owned autos (ISO symbol 1 is preferred).
g. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy h. Sole proprietors shall provide the same limits as stated above via a personal auto policy plus an umbrella.

## 3. Workers Compensation Insurance - required for all contracts including any sole proprietor,

 individual consultants, or small businesses.a. Workers Compensation: Statutory limit
b. Employers Liability:

1. $\$ 500,000$ Bodily Injury by Accident - Each Accident
2. $\$ 500,000$ Bodily Injury by Disease - Each Disease
3. $\$ 500,000$ Bodily Injury by Disease - Each Employee
c. Other States: If any work is performed out of state including any remote workers then those states must be covered as well
d. Maritime endorsements - If there is an exposure of injury to any contractors or providers to any maritime exposures then coverage shall include the appropriate endorsements such as USL\&H (United States Longshore and Harbor Workers Comp Act), Jones Act or other federal statutes.
e. Waiver of subrogation - The insurer agrees to waive all rights of subrogation against the [Public Entity], 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 the [Public Entity]; but this provision applies regardless of whether or not the [Public Entity] has received a waiver of subrogation from the insurer.
f. An umbrella policy may increase the employers' liability limits to meet the minimum requirements

## 4. Umbrella Liability Insurance - required for all contracts

a. $\$ 5,000,000$ per occurrence for all contracts
b. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
c. Minimum limit of $\$ 5,000,000$ per occurrence for all contracts over $\$ 1,000,000$ or involving any special risks or high hazard activities d. Minimum limit of $\$ 5,000,000$ for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths. e. Concurrent policy dates with primary liability policies except for workers compensation

## ARTICLE \# 119 - NO WAIVER:

A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
B. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
C. Vehicles and Equipment. With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors 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 $\mathrm{PO}(\mathrm{s})$ issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in ARTICLE \#103 - NOTICES. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

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

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

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

## C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in ARTICLE \#103 shall issue a written notice to Contractor. Contractor agrees that upon receipt of
the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this ARTICLE \#122 or terminate the Contract (ARTICLE \#108- TERMINATION PROVISIONS).
2. Delay of Payment Due to Contractor's Failure. If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

## ARTICLE \#123 - PERFORMANCE AND PAYMENT BONDS (NOT REQUIRED)

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

The County may retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent ( $5 \%$ ) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

## ARTICLE \#125 - VENUE AND GOVERNING LAW

The parties agree that this Contract shail 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 (E-Verify):

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 Iilegal 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 subsubcontract 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 all 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.

## 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-ofUnderstanding 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 prepaid 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.


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: $770.535 .8270 \mid f: 770.531 .6711$

DIRECTOR
Wesley Geddings

## Hall County Government

FINANCIAL SERVICES

For the provision of

# Hall County CHIP Single-Family Home Repairs Projects 

## ARTICLE \#101 - INTRODUCTION

This Contract for Hall County CHIP Single-Family Home Repairs Project 2 located at 3516 Shoreland Drive, Buford, Georgia 30518 (hereinafter "Services") as entered into on December 8, 2023, and with an Effective Date of January 11, 2024, is by and between; Hall County, Georgia, Board of Commissioners, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Quality Construction \& Improvement of Atlanta (Hereinafter "Contractor"), located at 4299 Sherwood Oaks Drive, Decatur, Georgia 30034. 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 will become legally binding and executed upon signature by both parties, and

Whereas, this Contract is the result of the competitively Bid IFB \# 027-44, the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references 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 to the following;

ARTICLE \#102 - CONTRACT
A. Contractor agrees to provide the Services to the County as detailed herein as the Work Write Up (Scope of Work), and for locations and services as described in the solicitation document and the Bidder's response.
B. County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C - Mandatory Cost Proposal Worksheet, as incorporated herein by reference, including permits as required shown below:

Contractor is to invoice the County after substantial completion of project in arrears. County will pay Contractor progress payments as further described herein;
C. Price Escalation Clause. (Not Applicable).

## 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

Sommer Green or Jessica Tullar
Grants Manager or Consultant Financial Services Department 2875 Browns Bridge Rd
Gainesville, GA 30504
sgreen@hallcounty.org
Ph: (770) 297-5503

CONTRACTOR'S CONTACT INFO

COUNTY ISSUING OFFICER
Cheryl Wright
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
Cwright@hallcounty.org
Ph: (770) 535-8263

REMIT-TO ADDRESS (if different)

Victor Wills
CEO
Quality Construction \& Improvement of Atlanta
4299 Sherwood Oaks Drive
Decatur, GA 30034
ceo@qualityimprove.com
Ph: (678) 725-2783

## 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:

For construction projects, until substantial and final completion of services according to the time-schedule and after all sub-contractor(s) and material suppliers liens are satisfied.

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

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

## ARTICLE \#107-REMEDIES AND CONTRACT PERFORMANCE:

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

If the breach has not been cured and the parties hereto have not resolved the issue described in the notice letter by thirty (30) days after receipt of the notice letter, the party authoring the letter shall be entitled to seek any and all remedies allowed by Georgia law, including damages, equitable relief, declaratory relief, specific performance, and/or seeking relief as to any bonds issued hereon. Additional provisions are;
A. Delay or Impossibility of Performance. Any failure or delay must be beyond the control of and without the fault or negligence of the Contractor. If the Services to be provided to the County are interrupted by a Force Majeure Event, as defined below, the County will be entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract. Epidemics and pandemics are not considered Force Majeure events by the County.

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfiling 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, acts of war, civil unrest, 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, 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. Foliowing 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 nanconforming 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:
7. Immediately terminate the Contract for default without additional written notice.
8. 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,
9. 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:
5. 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.
6. Immediately cease using and return to the County, any personal property or materials, whether tangibie or intangible, provided by the County to the Contractor.
7. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
8. 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
9. 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 \#112-5UPERSEDES 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. § 50-1870 et seq, requires procurement records and all other records received by or prepared or maintalned 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 subContractors to provide the Services described in SCOPE OF SERVICES prior to subcontractor's performance of work.

## ARTICLE \# 118- INSURANCE REQUIREMENTS:

## 1. 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

## Additional Provisions:

g. The general aggregate and products \& completed operations aggregate should be at least twice the minimum required occurrence limit.
h. Policy shall be written on an Insurance Services Office (ISO) industry form CG0001. 2010 or newer.
i. Contracts involving any youths or children under 18 shouid also be required to provide proof of coverage for sexual abuse \& molestation coverage that it is either; clearly not excluded on the general liability or purchased as a stand-alone policy. Should the coverage be on a claims-made basis, insurance should remain in force for the life of the contract and up to the date to which the youngest youth/child at the start of the contract turns age 18 plus two years.
2. Automobile Insurance - required for all contracts except for products or services that are remote only or are delivered by a professional delivery service
a. $\$ 1,000,000$ Combined Single Limit OR
b. $\$ 500,000$ per Person
$\$ 500,000$ per Occurrence
$\$ 100,000$ Property Damage
c. $\$ 1,000$ for Medical Payments (no fault coverage)
d. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities

## Additional Provisions:

e. ISO policy form CA0001 or its equivalent liability coverage
f. Coverage shall be included for any owned, leased, hired, or non-owned autos (ISO symbol 1 is preferred).
g. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy h. Sole proprietors shall provide the same limits as stated above via a personal auto policy plus an umbrella.
3. Workers Compensation Insurance - required for all contracts including any sole proprietor, individual consultants, or small businesses.
a. Workers Compensation: Statutory limit
b. Employers Liability:

1. $\$ 500,000$ Bodily Injury by Accident - Each Accident
2. $\$ 500,000$ Bodily Injury by Disease - Each Disease
3. $\$ 500,000$ Bodily Injury by Disease - Each Employee
c. Other States: If any work is performed out of state including any remote workers then those states must be covered as well
d. Maritime endorsements - If there is an exposure of injury to any contractors or providers to any maritime exposures then coverage shall include the appropriate endorsements such as USL\&H (United States Longshore and Harbor Workers Comp Act), Jones Act or other federal statutes.
e. Waiver of subrogation - The insurer agrees to waive all rights of subrogation against the [Public Entity], 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 the [Public Entity]; but this provision applies regardless of whether or not the [Public Entity] has received a waiver of subrogation from the insurer.
f. An umbrella policy may increase the employers' liability limits to meet the minimum requirements

## 4. Umbrelia Liability Insurance - required for all contracts

a. $\$ 5,000,000$ per occurrence for all contracts
b. Underlying coverage shall be General Liability, Automobile Liability, and Employers Liability (Workers Compensation)
c. Minimum limit of $\$ 5,000,000$ per occurrence for all contracts over $\$ 1,000,000$ or involving any special risks or high hazard activities
d. Minimum limit of $\$ 5,000,000$ for automobile coverage for any transportation contracts involving seniors, special education, transit services, students, or youths. e. Concurrent policy dates with primary liability policies except for workers compensation

## ARTICLE \# 119 - NO WAIVER:

A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
B. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
C. Vehicles and Equipment. With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, subcontractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

## ARTICLE \# 120 - INTELLECTUAL PROPERTY RIGHTS and OWNERSHIP:

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

## ARTICLE\# 121-COMPENSATION:

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

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

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

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

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

## B. Invoice/Payment.

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

## C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in ARTICLE \#103 shall issue a written notice to Contractor. Contractor agrees that upon receipt of
the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this ARTICLE \#12.2 or terminate the Contract (ARTICLE H108-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 REQUIRED)

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

The County may retain funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5\%) retalnage 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 (E-Verify):

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. $\S 1324 \mathrm{a}$ 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 subsubcontract 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 all 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.

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-ofUnderstanding 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 Georgla 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 Bld 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 prepaid 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, handing and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

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

COMPANY'S FULL LEGAL NAME
Quality canstruavion and Improvement of $\mathrm{A}+\mathrm{lontg}$ INC,

## HALL COUNTY, GEORGIA

By:

(Signature)
By.
Richard Higgins, Chairman
Tic: C.E.O.
Hall County Board of Commissioners

Date: $\qquad$

Sworn to and subscribed before me this
Attestment: $\qquad$
$19^{2+2}$ Day of Dee ember, 2023
County Clerk


Notary Public: Qellaly. hour
[Locus Sigilli - Seal or Stamp]
Laura A Brown
NOTARY PUBLIC
Dekalb County, GEORGIA
My Commission Expires 06/11/2025

## EXHIBIT C

IFB \# 027-44

## MANDATORY COST PROPOSAL WORKSHEET

Bidders must complete and return this form with their bid

Company Name:
Bidder's Name:
Bidder Signature:


## CHIP WORK WRITE-UP BID FORM

GRANT RECIPIENT: Hall County
GRANT \# 2019-111

OWNERS NAME: Gwen Fleming
PHONE \#: 770-561-5720
ADDRESS: 311 Crescent Drive
CITY: Gainesville
STATE: GA
ZIP: 30501

INSPECTION DATE: July 25, 2023
INSPECTOR: Kevin Burnley
REHAB X RECON DEMO
NOTE: ALL ITEMS IN THIS WORK WRITE-UP MUST MEET GEORGIA STATE BUILDING CODES, CDBG/CHIP PROGRAM STANDARDS, AND LOCAL RESIDENT COUNTY AND/OR CITY CODES. IN CASE OF ANY CONFLICT BETWEEN REQUIREMENTS, RESIDENT COUNTY AND/OR CITY CODES SHALL PREVAIL. THIS WORK WRITE-UP IS JUST A GENERAL DESCRIPTION OF WORK TO BE COMPLETED.

NOTICE: THE CONTRACTOR IS EXPECTED TO RETURN ALL AREAS DAMAGED OR DISTURBED IN THE PERFORMANCE OF ANY WORK TO A LEVEL OF FINISH COMMENSURATE WITH ORIGINAL.

NOTE: The Contractor Is Responsible For Verification of All Quantities. The contractor is cautioned to verify site conditions and quantities prior to submitting a price quote.

| Task \# | Specification | Unit of Measure | No. of Units | Unit Cost | Line item Cost |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 01 | Site Preparation |  |  |  |  |
|  | Obtain all permits (building, plumbing, mechanical, electrical, etc.) determined necessary by Hall County Inspections. | LS | 1 | $305,00$ | $375.00$ |
|  | Provide temporary toilet facilities from job start until approval of permanent facilities. | MO | 2 | $943,50$ | $1887.00$ |
|  | After procuring all required permits, place a 30 cubic yard, roll-off dumpster without damaging the site. Collect construction debris using dust control methods. | EA | 1 | $850.00$ | $850.8$ |
| 02 | Siding |  |  |  |  |
|  | Replace missing or rotten trim with dimensional pine stock. Wrap all exposed trim with aluminum coil and install vented soffit (Right gable). | LF | 17 | $21.66$ | $368.16$ |
|  | Replace damaged or rotten wood column at front left porch and steps going on to left side of front porch. | EA | 1 | $4303.09$ | $4303.03$ |
|  | Cover ground with drop cloth. Scrape loose, cracked, peeling, blistered paint from exterior trim. Dispose of chips properly. Feather edges \& dull gloss with sandpaper. Rinse trim with hose and let dry. Caulk all cracks. Spot prime and top coat with owner's choice of acrylic latex semi-gloss (Paint column and step repair to match existing paint). | LS | 1 | $433,70$ | $433.10$ |
|  | Install 5", K- type, seamless, . 027 gauge, white, aluminum gutter to service roof. | LF | 80 | $12,02$ | $961.60$ |
|  | Install 5", square, seamless, .027 gauge, white, aluminum downspout. Strap at least 3 ' on center. | LF | 70 | $5.00$ | $350.8$ |


| Task \# | Specification | Unit of Measure | No. of Units | Unit Cost | Line item Cost |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 03 | Windows/Doors |  |  |  |  |
|  | Remove window components back to framing members with a minimum of damage to structure. Remove debris from site and haul to a legal landfill. Broom clean adjacent rooms (main floor). | EA | 10 | $34.19$ | $344.80$ |
|  | Field measure, order and install a vinyl, single hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen. | EA | 10 | $548.00$ | $5480.02$ |
|  | Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain. | EA | 2 | $300.00$ | $1000.00$ |
| 04 | HVAC |  |  |  |  |
|  | Detach and reset HVAC registers on main floor. | EA | 8 | $28.10$ | $224.80$ |
| 05 | Electrical |  |  |  |  |
|  | Inspect, test and repair existing wiring system throughout the structure. Install all necessary materials so that each existing outlet, fixture, motor, switch and circuit will operate properly and will conform to local housing code. Dispose of all defective and unnecessary wiring. Fish all wire and patch all tear out. This includes addition of smoke detectors (including one combo smoke/carbon monoxide per floor), GFCI protected outlets at wet locations, and detach and reset all light fixtures on main floor). | RM | 9 | $1,111.11$ | $10,000,07$ |
|  | Allowance for lighting fixtures. This allowance is to be used if light fixtures that are detached and reset no longer function after disturbance. | LS | 1 | $910.00$ | $9,0,0$ |


| Task \# | Specification | Unit of Measure | No. of Units | Unit Cost | Line item Cost |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 06 | Plumbing |  |  |  |  |
|  | Install a 5', Sterling 4-piece, fiberglass tub and shower unit (or equivalent) complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and Delta 6122 water saving shower head. | EA | 2 | $2638.10$ | $52179.40$ |
|  | Install a 33"x22"x5" double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet with a 15-year drip- free warranty, trap, supply lines, and shut-off valves. | EA | 1 | $650.00$ | $650,00$ |
| 07 | Kitchen Cabinet |  |  |  |  |
|  | Repair base cabinet around sink area and touch up paint as needed. | LS | 1 | $3906.40$ | $3906.40$ |
| 08 | Interior |  |  |  |  |
|  | Hang, tape and 3 coat finish $3 / 8^{\prime \prime}$ drywall over main floor ceiling. Apply a $3 / 8^{\prime \prime}$ bead of adhesive to framing member and screw or nail 8 "on center. Wet sand ready for paint. | SF | 1040 | $4.55$ | $4736.75$ |
|  | Apply knockdown texture ceiling on main floor. | SF | 1040 | 1.27 | $13 / 5.62$ |
|  | Demo tub/shower unit by removing minimal amount of drywall and without damaging floor coverings. | EA | $2$ | $266,80$ | $533.60$ |
|  | Provide a sum to address interior trim needs that may be identified as work progresses. | AL | 1 | $515,08$ | $515.08$ |
|  | Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and 3 coats of compound feathered out at least $8^{\prime \prime}$. Wet sand ready for paint (Drywall repair around tub/showers). | SF | 22 | $15.91$ | $350.00$ |


| Task \# | Specification | Unit of Measure | No. of Units | Unit Cost | Line item Cost |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 08 | Interior (CONTINUED) |  |  |  |  |
|  | Match existing paint and touch up areas affected by electrical, plumbing, and mechanical work in interior areas and paint ceiling. | RM | 9 | $99.11$ | $892.08$ |
| 09 | Flooring (Kitchen, LR, Hall \& Bath) |  |  |  |  |
|  | Dispose of existing flooring. Measure area of kitchen, living room, hallway and bathroom to confirm size. Install A\&A Surfaces "Woodland Moses Lake 12-MIL x 7 -inch $\times 48$-inch" vinyl planks (or equivalent) with underlayment, molding, metal edge strips in openings, shoe molding, etc. per manufacturer's recommendations. Owner to choose from in stock colors | SF | Approx. $950-\mathrm{SF}$ | $9,53$ | $0856,15$ |
| 10 | Exterior |  |  |  |  |
|  | Remove deteriorated porch. Construct $6^{\prime \prime} \times 6^{\prime \prime}$ treated posts, $2^{\prime \prime} \times 10^{\prime \prime}$ joists with $5 / 4^{\prime \prime}$ decking board flooring to support child-proof wood railing and 6"x6" posts for roof. Construct roof structure with $2^{\prime \prime} \times 8^{\prime \prime}$ rafters, $1 / 2^{\text {" plywood deck, and tin }}$ roof. Structural lumber and deck shall be preservative treated. | SF | 70 | $47.21$ | $3304.92$ |
|  | Remove tin roof over carport to expose rotten roof framing. Replace all rotten roof framing and install tin roof. Reuse any pieces of tin roof that are salvageable. | SF | 260 | $19,99$ | $5196.12$ |
| 11 | Post Construction |  |  |  |  |
|  | Scrape old and new paint from glass with a razor blade without scratching glass. Clean both sides of prime and any storm window to eliminate all smears and dirt. | EA | 10 | $61.48$ | $614,80$ |


| Task \# | Specification | Unit of Measure | No. of Units | Unit Cost | Line item Cost |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 11 | Post Construction (CONTINUED) |  |  |  |  |
|  | Remove all foreign material without damage to the original surface. Leave adjoining surfaces free of spills, splatters and marks. Floors shall be vacuumed or wet mopped. Glass and mirrors shall be cleaned and left without paint or film. Yards shall be raked and free of all nails, glass, and paint chips. | EA | 1 | $210,32$ |  |
|  |  | Sub-Total $=$ |  |  | $63,704$ |
|  |  | P\&O @_20 \% = |  |  | $12,1740$ |
|  |  | TOTAL $=$ |  |  | $16,445$ |

I acknowledge, agree, and consent that the above listed tasks, including sizes and materials are in accordance with my participation agreement.


Date:


## EXHIBIT C

IFB \# 027-44

## BEST-AND-FINAL-OFFER MANDATORY COST PROPOSAL WORKSHEET

Bidders must complete and return this form with their bid

Company Name: Quality Construction \& Improvement of Atlanta
Bidder's Name: Victor Wills
Bidder Signature: $\qquad$ Victor Wills

Date: _1/3/2024 $\qquad$

## CHIP WORK WRITE-UP BID FORM PROJECT 2

GRANT RECIPIENT: Hall County
GRANT \# 2019-111

OWNERS NAME:
ADDRESS: 3516 Shoreland Drive
CITY: Buford

INSPECTION DATE: July 25, 2023
INSPECTOR: Kevin Burnley
REHAB X RECON DEMO

PHONE \#:

STATE: GA
ZIP: 30518

NOTE: ALL ITEMS IN THIS WORK WRITE-UP MUST MEET GEORGIA STATE BUILDING CODES, CDBG/CHIP PROGRAM STANDARDS, AND LOCAL RESIDENT COUNTY AND/OR CITY CODES. IN CASE OF ANY CONFLICT BETWEEN REQUIREMENTS, RESIDENT COUNTY AND/OR CITY CODES SHALL PREVAIL. THIS WORK WRITE-UP IS JUST A GENERAL DESCRIPTION OF WORK TO BE COMPLETED.

NOTICE: THE CONTRACTOR IS EXPECTED TO RETURN ALL AREAS DAMAGED OR DISTURBED IN THE PERFORMANCE OF ANY WORK TO A LEVEL OF FINISH COMMENSURATE WITH ORIGINAL.

NOTE: The Contractor Is Responsible For Verification of All Quantities. The contractor is cautioned to verify site conditions and quantities prior to submitting a price quote.

| Task \# | Specification | Unit of Measure | No. of Units | Unit Cost | line item Cost |
| :---: | :---: | :---: | :---: | :---: | :---: |
| 01 | Miscellaneous / Site Preparation |  |  |  |  |
|  | Obtain all permits (building, plumbing, mechanical, electrical, etc.) determined necessary by Hall County Inspections. | LS | 4 | 250 | 1000 |
|  | Provide temporary toilet facilities from job start until approval of permanent facilities. | MO | 3 | 250 | 750 |
|  | After procuring all required permits, place a 30 cubic yard, roll-off dumpster without damaging the site. Collect construction debris using dust control methods. | EA | 1 | 675 | 675 |
| 02 | Siding |  |  |  |  |
|  | Hang Alside Conquest vinyl clapboard siding including all cornice, corner, door and window trim after replacing all deteriorated exterior building components. | 5Q | 10 | 620.60 | 6206 |
|  | Wrap home with Tyuek vapor/ infiltration barrier and apply owner's choice of siding color, exposure and texture with 50 -year warranty | SQ | 10 | 98 | 980 |
|  | Replace missing or rotten trim with dime.nsional pine stock. Wrap all exposed trim with aluminum coil and install vented soffit. | LF | 130 | 20.54 | 2670 |
| 03 | Windows/Doors |  |  |  |  |
|  | Remove window components back to framing members with a minimum of damage to structure. Remove debris from site and haul to a legal landfill. Broom clean adjacent rooms. | EA | 7 | 400 | 2800 |
|  | Field neasure, order and install vinyl. single-hung, double-glazed, one-over-one windows and jamb including screen, caulk, interior casing and exterior trim. Instal! half screen. | EA | 7 | 500 | 3500 |


| Task \# | Specification | Unit of Measure | No. of Units | Unit Cost | Line item Cost |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Windows/Doors (CONTINUED) |  |  |  |  |
|  | Dispose of door and frame. Install a prehung metal, insulated, 6 -panel entrance door and jamb including interior and exterior casing, spring metal weatherstripping, interlocking threshold, one entrance and one mortised deadbolt keyed alike. Prime and top coat (front door). | EA | 1 | 1200 | 1200 |
| 04 | Roof |  |  |  |  |
|  | Remove and dispose of all roofing and felt. Cut a 1 -inch wide vent at ridge board. Staple $15-\mathrm{lb}$ felt. Install pre-formed aluminum, drip edge, and vent pipe boots. | SQ | 10 | 121.20 | 1212 |
|  | Install a 220-lb fiberglass asphalt shingles with a minimum 25 -year warranty. Replace all flashing. Install shingle-over ridge vent. | SQ | 10 | 180 | 1800 |
| 05 | Foundation |  |  |  |  |
|  | Remove all debris from crawlspace, dispose, and lay 6 -mil poly vapor barrier on ground in crawl space and 6-inches up foundation walls. Overlap seams by 2 -feet and secure with duct tape. | SQ | 720 | 2.93 | 2110 |
|  | Install an operable galvanized steel foundation vent protected by heavy gauge steel screening with at least 45 -square inches of free open space. | EA | 8 | 58 | 464 |
|  | Install a 3/4-inch CDX plywood access door in a 2 -inch $\times 4$-inch preservative treated frame. Provide galvanized iron hinges and hasp. | EA | 1 | 395 | 395 |
|  | Excavate a square, straightened, trench below frost line to solid bearing. Form and pour a 3000 psi, 18 -inch $\times 9$-inch deep footing reinforced with at least two \#4 rebar securely wired and set on chairs. Remove forms after concrete has fully cured. | LF | 112 | 110 | 12320 |


| Task * | Specification | Unit of Measure | No. of Units | Unit Cost | Line item Cost |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Construct an 8 -inch $\times 16$-inch $\times 8$-inch thick, reinforced cement block wall with trowel cut joints, $1 / 2$-inch exterior waterproof pargeting, and a solid cap block. | SQ | 225 | 62.58 | 14081 |
| 06 | Termites |  |  |  |  |
|  | Termite Inspection and Report. | DU | 1 | 500 | 500 |
|  | Exterminate for termites, injecting strongest legal insecticide down to footer every 16 -inch. Drill and patch pavement where necessary to maintain interval. Exterminator must be licensed and provide a 5 -year guarantee. | SF | 968 | 2.07 | 2000 |
| 07 | HVAC |  |  |  |  |
|  | Install an electric split system, forced air heat pump with air handler and condensing unit. Include galvanized return, insulated supply and return ducts, wall registers, concrete pad set back controls and all accessories for complete hook-up. Unit shall be sized to efficiently heat and cool structure with an HSPF of 9.0 or greater and $15-$ SEER or greater. | EA | 1 | 7375 | 7375 |
| 08 | Electrical |  |  |  |  |
|  | Allowance for lighting fixtures. | LS | 1 | 2200 | 2200 |
|  | Inspect, test and repair existing wiring system throughout the structure. Install all necessary materials so that each existing outlet, fixture, motor, switch and circuit will operate properly and will conform to local housing code. Dispose of ali defective and unnecessary wiring. Fish all wire and patch all tear out. | RM | 4 | 1996.70 | 7987 |
|  | Install a UL approved, ceiling mounted smoke and heat detector permanently wired into a receptacle box. At least one must also serve as a carbon monoxide detector per floor. | EA | 3 | 510 | 1530 |


| Task \# | Specification | Unit of <br> Measure | No. of <br> Units | Unit Cost | Line item <br> Cost |
| :--- | :--- | :--- | :--- | :--- | :--- |
| $\mathbf{0 6}$ | Plumbing | 1 | 3200 | 3200 |  |
|  | Install a 5-foot, Sterling (or equivalent) 4- <br> piece, fiberglass tub and shower unit <br> complete with lever operated pop up <br> drain and overflow, PVC waste, single <br> lever shower diverter, shower rod and <br> Delta 6122 water saving shower head. | EA | 1 |  |  |
|  | Detach and reset toilets. If toilet is <br> unable to be reset, install 2-piece, close <br> coupled, white, vitreous china, comfort <br> height commode. Include plastic white <br> seat, plastic supply pipe, shut-off valve, <br> flap valve and wax seal. Use 14-inch <br> rough-in when replacing wall hung <br> commode, and 12-inch rough-in to <br> replace close-coupled commode. | EA | 1 | 1500 | 1500 |
|  | Install a minimum 24-inch vanity <br> complete with plywood cabinet, laminate <br> top, dual control, brass bodied, single- <br> lever faucet, supply risers, shut-off valves <br> and all required waste connectors to <br> complete the installation. | EA | 1 | 1500 | 1500 |
|  | Install a 33-inch x 22-inch x 5-inch double <br> bowi, stainless steel, self-rimming <br> kitchen sink including a steel, metal body <br> faucet with a 15-year drip-free warranty, <br> trap, supply lines, and shut-off valves. | EA | 1 | 1800 | 1800 |
|  | Dispose of water heater in legal dump. <br> Install a 40-gallon electric water heater <br> with 7-year warranty. Include pressure <br> and temperature relief valve, discharge <br> tube to within 6-inches of floor or to <br> outside of structure, shut-off valve and <br> electric supply. | EA | 1 | 1800 | 1800 |
|  | Install CPVC or PEX water supply lines to <br> fixtures. Install to manufacturer <br> guidelines. Size pipe to current local <br> and/or state code. Install PVC or brass <br> shut-off valves at all fixtures | LF | 125 | 25.60 | 3200 |


| Task \# | Specification | Unit of Measure | No. of Units | Unit Cost | Line item Cost |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Plumbing (CONTINUED) |  |  |  |  |
|  | Install schedule 40 PVC pipe and fittings, solvent welded after a dyed cleaning step. Install pipe with hangers 3 -feet on center without critical damage to structural members. Install to current local and/or state code. | LF | 75 | 29.87 | 2240 |
| 10 | Attic |  |  |  |  |
|  | Cut and frame an attic access opening to fit an Energy Star-rated disappearing staircase (for conditioned space) or firerated disappearing staircase (for garage). Install appropriate door for location selected. | EA | 1 | 890 | 890 |
| 11 | Cabinets |  |  |  |  |
|  | Dispose of counter top. Field measure and screw to base cabinet a post formed, plastic laminate counter top. Provide cutout for sink. Owner's choice of instock color and texture. | LF | 9 | 240 | 2160 |
|  | Remove kitchen or bathroom cabinets by withdrawing fasteners to minimize wall damage. Remove debris from site and haul to a legal landfill. Vacuum wall and floor surfaces. | LF | 14 | 100 | 1400 |
|  | Replace base cabinets. Install base cabinet with doors of solid birch or ash stiles and veneered plywood panels. Frame with solid birch or ash stiles, 1/4inch veneered plywood sides and metal or plastic corner bracing. Drawers shall be made of wood or composition material. Owner's choice of two in-stock designs. | LF | 9 | 240 | 2160 |
|  | Replace wall cabinets. Field measure and screw to studs, level and plumb, kitchen wall cabinet. Door to have solid wood stiles and plywood panels. Frame to have solid wood stiles, $1 / 4$-inch plywood sides, metal or plastic corner bracing. | LF | 5 | 240 | 1200 |


| Task \# | Specification | Unit of Measure | No. of Units | Unit Cost | Line item Cost |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Cabinets (CONTINUED) |  |  |  |  |
|  | Install hardware on cabinets. | EA | 20 | 8.80 | 176 |
| 12 | Flooring 2 |  |  |  |  |
|  | Dispose of existing flooring. Measure floor areas to confirm size and dimensions. Install A\&A Surfaces "Woodiand Moses Lake 12-MIL x 7 -inch x 48 -inch" vinyl planks (or equivalent) with underlayment, molding, metal edge strips in openings, shoe molding, etc. per manufacturer's recommendations. Owner to choose from in stock colors. | SF | 520 | 12 | 6240 |
| 13 | Interior |  |  |  |  |
|  | Allowance for rotten wood replacement. This includes floor joists, rim joists, subfloor, etc. If contractor expects to exceed this amount, a change order will be required prior to removal of defective wood. | EA | 1 | 2750 | 2750 |
|  | Hang, tape and 3 -coat finish $1 / 2$-inch drywall. Apply a $3 / 8$-inch bead of adhesive to framing member and screw or nail 8inch on center. Wet sand ready for paint. | SF | 300 | 6.33 | 1900 |
|  | Remove bathroom fixtures, sheetrock, rotten framing, and any other deficient items. | EA | 1 | 3420 | 3420 |
|  | Prepare bathroom for installation of new fixtures including but not limited to floor joists, subfloor, and installation of deadwood for proper rough opening of new tub/shower assembly. | EA | 1 | 3400 | 3400 |
|  | Provide a sum to address interior trim needs that maybe identified as work progresses. | LS | 1 | 3370 | 3370 |


| Task \# | Specification | Unit of Measure | No. of Units | Unit Cost | Line item Cost |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | Interior (CONTINUED) |  |  |  |  |
|  | Remove or cover hardware and accessories not to be painted. Scrape loose, peeling, cracked and blistered areas. Clean oil, grease, fungus, dirt and dust from surfaces. Fill holes and cracks. Prime all new materials and spot prime existing with acrylic latex. Top-coat with owner's choice of premixed acrylic latex, Replace or uncover hardware, fixtures and accessories. | SF | 720 | 4.50 | 3240 |
|  | Install shower rod, toilet paper holder, towel bar, towel ring, mirror, and any other necessary bathroom hardware. | EA | 1 | 600 | 600 |
| 10 | Exterior |  |  |  |  |
|  | Dispose of existing steps and landing. Construct a replacement unit with three 2 -inch $\times 12$-inch preservative treated pine stringers, $5 / 4$-inch PTP stepping stock treads, on a solid concrete footer. Frame stairs 3 -feet wide connecting to a 5 -foot $\times 6$-foot landing, of $2^{\prime \prime} \times 6^{\prime \prime}$ s and $2^{\prime \prime} \times 4^{\prime \prime}$ deck. Construct a wood handrail on one side, 32 -inches above tread nosing (Front porch steps). | EA | 1 | 2270 | 2270 |
|  | Remove damaged screen and install aluminum insect screening and prepainted pine lattice molding. Replace rotten wood framing at both porches. | SF | 248 | 22 | 5456 |
| 11 | Post Construction |  |  |  |  |
|  | Scrape old and new paint from glass with a razor blade without scratching glass. Clean both sides of prime and any storm window to eliminate all smears and dirt. | EA | 7 | 25 | 175 |



I acknowledge, agree, and consent that the above listed tasks, including sizes and materials are in accordance with my participation agreement.

Victor Wills
Date: $1 / 3 / 2024$
Signature

| SUMMATION OF BIDS RECEIVED | Corporate Vision | Quality Construction \& | Smoothe Stroke |
| :---: | :---: | :---: | :---: |
| IFB \# 027-44 | Company has been removed from bidding | Improvement of Atlanta | Construction |
| Single-Family Home Repair Project(s) Project 1 - Crescent Drive | Douglasville, GA | Decatur, GA | Gainesville, GA |
|  | (disqualified) |  |  |
| Total Bid | \$83,580.000 | \$95,212.920 | \$76,445.410 |
|  |  |  |  |
| Grants Department recommendation is: | Smoothe Stroke Construction |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| BIDS MAILED: 7 (H)1 |  |  |  |
| BIDS RECEIVED: 3 (H) 0 No bids (0) |  |  |  |
| DEPARTMENT: Grants Department |  |  |  |
| CHiP Program |  |  |  |
| Corporate Vision was disqualified because of a review that stated: |  |  |  |
| "The Contractor was previous ly removed from a Hous ing Authority project for non-completion and replace with a nother Contractor". |  |  |  |



## Hall County Government

FINANCIAL SERVICES

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

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503
t: 770.535.8270 | f: 770.531.6711

## INVITATION FOR BID IFB \#027-44

For the provision of:

## SINGLE-FAMILY HOME REPAIR PROJECT

Hall County, Georgia Board of Commissioners is seeking qualified contractor to provide all materials, labor, tools, equipment, permits, licenses, etc. for the repair of two (2) properties located in Gainesville, GA as per the Work Write-Up (herein "Services"). The County seeks to award contracts to perform all the services.

The County will make any extension of the bidding period by a formal written addendum and publicly posted on the County Website.

Date IFB Issued: October 18, 2023
Mandatory Pre-Bid Site Visit: By Appointment with Project Manager
Bidder's Questions Due Date: November 3, 2023, 10:00 A.M.
Bid Due Date: November 9, 2023, 2:00 P.M.
Project Manager: Sommer Green, email @ sgreen@hallcounty.org for appointments.

Bidding Process: Hall County (herein "County") is now accepting sealed bids for the provision of Services in the County's Purchasing Division, located on the fourth ( $4^{\text {th }}$ ) floor of the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA 30504, November 9, 2023 until 2:00 p.m., EST.

Bidders must submit their Bid along with all completed mandatory documents, signed affidavits in hardcopy and also include on one (1) USB Flash Drive with all documents.

Proposal Documents: Bidders may download bid submittal documents via the County's Website at https://www.hallcounty.org/Bids.aspx then choose SINGLE-FAMILY HOME REPAIR PROJECT.

General Qualifications: Bidders must be in the regular business of providing similar services, be licensed, insured, and bonded if required to do so in the State of Georgia. A Bid bond is not required.

Bid Retention: Bidders may not withdraw their bid after the bid opening. Bids must be valid for one-hundred and twenty (120) calendar days. The County reserves the right to retain all bids submitted and use any idea(s) in a bid regardless of award. The County shall have the right to waive any informality or irregularity of immaterial deviation in any bid received. All forms and documents entitled 'Mandatory' must be completed and returned with the bid. Please sign Exhibit B - Contract.

Award Process: The County reserves the option to reject any or all bids, in whole or part, or to select any bidder, without liability on part of the County to the Bidder to complete the described Work. The County will award the contract(s) company to perform all work to the lowest cost, responsible and responsive bidder. Lead times and length of time to complete the services may also be a factor in award. The Bidder expressly understands that the County may reject bids for any reason. The County may take into consideration lead times in its decision to award.

### 1.0 SCOPE OF WORK

Single-family home repairs per following Work Write-Up prepared by certified home inspector. Cost Proposal Worksheet included as Exhibit C must be completed with all requested information. Specifications below are for one home and the second home will be similar in scope.

## 01 Miscellaneous:

1. Obtain all permits determined to be necessary by the local government permit office.
2. Provide temporary toilet facilities from job start until approval of permanent facilities.
3. After procuring all required permits, place a 30 cubic yard, roll-off dumpster without damaging the site. Collect construction debris using dust control methods.

## 02 Siding:

1. Replace missing or rotten trim with dimensional pine stock. Wrap all exposed trim with aluminum coil and install vented soffit (Right gable).
2. Replace damaged or rotten wood column at front left porch and steps going on to left side of front porch.
3. Cover ground with drop cloth. Scrape loose, cracked, peeling, blistered paint from exterior trim. Dispose of chips properly. Feather edges \& dull gloss with sandpaper. Rinse trim with hose and let dry. Caulk all cracks. Spot prime and top coat with owner's choice of acrylic latex semi-gloss. Paint column and step repair to match existing paint.
4. Install 5 ", K- type, seamless, .027 gauge, white, aluminum gutter to service roof.
5. Install 5 ", square, seamless, . 027 gauge, white, aluminum downspout. Strap at least 3' on center.

## 03 Windows/Doors:

1. Remove window components back to framing members with a minimum of damage to structure. Remove debris from site and haul to a legal landfill. Broom clean adjacent rooms (main floor).
2. Field measure, order and install a vinyl, single hung, double glazed, one-over-one window and jamb including screen, caulk, interior casing and exterior trim. Install half screen.
3. Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain.

## 04 HVAC:

1. Detach and reset HVAC registers on main floor.

## 05 Electrical:

1. Inspect, test and repair existing wiring system throughout the structure. Install all necessary materials so that each existing outlet, fixture, motor, switch and circuit will operate properly and will conform to local housing code. Dispose of all defective and unnecessary wiring. Fish all wire and patch all tear out. This includes addition of smoke detectors (including one combo smoke/carbon monoxide per floor), GFCI protected outlets at wet locations, and detach and reset all light fixtures on main floor).
2. Allowance for lighting fixtures. This allowance is to be used if light fixtures that are detached and reset no longer function after disturbance.

## 06 Plumbing:

1. Install a 5-foot, Sterling 4-piece fiberglass tub and shower unit (or equivalent) complete with lever operated pop up drain and overflow, PVC waste, single lever shower diverter, shower rod and Delta 6122 water saving shower head.
2. Install a 33-in $\times 22$-in $\times 5$-in double bowl, stainless steel, self rimming kitchen sink including a steel, metal body faucet with a 15 -year drip-free warranty, trap, supply lines, and shut-off valves.

## 07 Kitchen Cabinet:

1. Repair base cabinet around sink area and touch up paint as needed.

## 08 Interior:

1. Hang, tape and 3 coat finish $3 / 8$-inch drywall over main floor ceiling. Apply a 3/8-inch bead of adhesive to framing member and screw or nail 8-inches on center. Wet sand ready for paint.
2. Apply knockdown texture ceiling on main floor.
3. Demo tub/shower unit by removing minimal amount of drywall and without damaging floor coverings.
4. Provide a sum to address interior trim needs that may be identified as work progresses.
5. Cut back defective gypsum to expose half of the studs on each side of the hole. Cut and tightly fit drywall patch. Glue and nail or screw patch. Apply tape and three (3) coats of compound feathered out at least 8-inches. Wet sand ready for paint. Drywall repair around tub/shower).
6. Match existing paint and touch up areas affected by electrical, plumbing, and mechanical work in interior areas and paint ceiling.

## 09 Flooring (Kitchen, Living Room, Hallway and Bathroom):

1. Dispose of existing flooring. Measure area of kitchen, living room, hallway and bathroom to confirm size. Install A\&A Surfaces "Woodland Moses Lake 12-MIL $\times 7$-inch $\times 48$-inch" vinyl planks (or equivalent) with underlayment, molding, metal edge strips in openings, shoe molding, etc. per manufacturer's recommendations. Owner to choose from in stock colors.

## 10 Exterior:

1. Remove deteriorated rear porch. Construct 6 -inch $\times 6$-inch treated posts, 2 -inch $\times 10$-inch joists with $5 / 4$-inch decking board flooring to support childproof wood railing and 6 -inch $\times 6$-inch posts for roof. Construct roof structure with 2 -inch $\times 8$-inch rafters, $1 / 2$-inch plywood deck, and tin roof. Structural lumber and deck shall be preservative treated.
2. Remove tin roof over right side carport to expose rotten roof framing. Replace all rotten roof framing and install tin roof. Reuse any pieces of tin roof that are salvageable.

## 11 Post Construction:

1. Scrape old and new paint from glass with a razor blade without scratching glass. Clean both sides of prime and any storm window to eliminate all smears and dirt.
2. Remove all foreign material without damage to the original surface. Leave adjoining surfaces free of spills, splatters and marks. Floors shall be vacuumed or wet mopped. Glass and mirrors shall be cleaned and left without paint or film. Yards shall be raked and free of all nails, glass, and paint chips.

### 2.0 SUBMISSION OF BIDS

2.01 Complete and include all the Mandatory Exhibit Documents shown below in 2.03. Failure to include any of the mandatory documents listed may result in disqualification. All responses must be in writing.
2.02 Bidders must submit their response in a sealed envelope clearly marked with "INVITATION FOR BID \#027-44" on the outside. The submittal must be signed. Faxed or emailed bids are not accepted.
2.03 Follow these instructions carefully. Complete and return the following Mandatory Documents included in your bid envelope.

Exhibit A - Bid Response Sheet and Bid Form
Exhibit B - Signed Contract
Exhibit C - Project 1 Mandatory Cost Proposal Worksheet
Exhibit C - Project 2 Mandatory Cost Proposal Worksheet
Exhibit D - Mandatory W-9 Form
Exhibit E - E-Verify Affidavit
Exhibit F - Ethics Affidavit
Exhibit G - Mandatory Questions
Copy of Business License
Certificate of Insurance
Copy of general contractors license
2.11 Bidder bears all responsibility for expenses incurred in responding to this IFB and such to be borne exclusively by the proposer.
2.12 Bidders may submit bids to the following address by the deadline date and time.

Deliver Bids in person or by FedEx/UPS/USPS or Courier to:
Cheryl Wright
Issuing Officer
Hall County Government Center
Purchasing Division - 4th Floor,
2875 Browns Bridge Road,
Gainesville, Georgia 30504
Or by Mailing to:
Cheryl Wright
Issuing Officer
Purchasing Division - 4th Floor
P.O. Drawer 1435

Gainesville, GA. 30503
NOTICE! Bidders are responsible for delivering their bids to the Purchasing Department on the $4^{\text {th }}$ Floor of the Hall County Government Center before 2:00 P.M. on the due date provided. Bids delivered to the lobby area, receptionist or the mail room may be delayed and thus may not be evaluated if arriving after 2:00 P.M.

If you desire to submit a "NO BID", response then please indicate by checking here:
$\qquad$ No Bid.
Please list reason for no bid below.

## AGENDA ITEM

## Consent

| REPORT TO: | Work Session (01/08/24) |
| :--- | :--- |
| REPORT TO: | Voting Meeting (01/11/24) |

ITEM NO:

SUBJECT:

## 720/2023

Approve the purchase of one (1) Pierce Enforcer 100' Mid-Mount Aerial Fire Truck Apparatus for Fire Rescue to Ten-8 Fire and Safety, LLC of Forsyth, GA, in the amount of $\$ 2,063,514.00$.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

## Recommendation:

Approve the purchase of one (1) Pierce Enforcer 100' Mid-Mount Aerial Fire Truck Apparatus for for Fire Rescue to Ten-8 Fire and Safety, LLC of Forsyth, GA in the amount of $\$ 2,063,514.00$.

## Purpose of Request:

Approve the purchase of one (1) Pierce Enforcer 100' Mid-Mount Aerial Fire Truck Apparatus for for Fire Rescue to Ten-8 Fire and Safety, LLC of Forsyth, GA in the amount of $\$ 2,063,514.00$.

## Facts and Issues:

The Fire Truck will take approximately 48 months to build and ship. The price is based on the NPPGov (LOC) consortium Contract \# PS20240 (ID \# 1.07) by the lead public agency League of Oregon Cities (LOC) which is in effect until May 27, 2026. This price is only valid until January 29, 2024 after which it goes up $1.5 \%$.

## History:

## Options:

## Funding Requested

Are funds within current budget?
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

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

```
$ 2,063,514.00
Yes
Capital Projects
No
Yes
2023-12-26
```

Approvals:

| Buyer | submit | approve | Purchasing |
| :---: | :---: | :---: | :---: |
| AP | JS | JS | AP |
| Budget | Finance | Attorney | Administration |
| EW | WG | WLI | CR |
| Clerk |  |  |  |

## Attachments:

Financial Supplement
Purchase Agreement
Specifications
Manufacturer's Sole Source Letter
Sole Source Form

## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 720/2023

Funds Requested:
\$ 2,063,514.00
Proposed Source of Funding:
Capital Projects

Request Budgeted: Yes
Budget Transfer Requested:
No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2028 | $350-$ CAPITAL <br> PROJECTS FUND | $3520-$ FIRE RESCUE | $542200-$ MOTOR <br> VEHICLES | $\$ 2,063,514.00$ |

Budget Transfer Items:

Additional Information/ Comments:
bmartin@hallcounty.org
Contact for Questions: BM
Phone:
678-343-0636

Hall County Government
FINANCIAL SERVICES

CONTRACT EXECUTION SIGNATURE REQUEST

Date: $\quad 1 / 5 / 2024$
To: Richard Higgins, Chairman, Board of Commissioners
From: Andy Penick, Purchasing Manager
Your signature is requested to execute the attached Equipment Proposal \#122623-02

Bid/Contract No: \#122623-02
Contract Name: Pierce Enforcer 100' Mid-mount Aerial Platform Fire Apparatus.

Department(s) Requesting Contract: Fire Rescue
Award Recipient Name: Ten-8 Fire \& Safety
Date of Next BOC Vote: 1/11/2024
Price Increase Requested Percentage Increase: n/a
Demand Service Contract Previous Spend:
$\boxtimes$ Commodity Contract Requested Amount: \$2,063,514.00 Apparatus to be custom built

Comments:
Ten-8 Fire \& Safety is the local Pierce Manufacturing dealer. Their Equipment Proposal \#122623-02 for this Apparatus is attached.

Pierce Manufacturing's products are available through the competitively bid Cooperative Group, NPPGov.

Hall County, Georgia, is a member of NPPGov, ID\# M-5795022 which allows us to purchase off of this contract. Ordinance 3.10.140. - Source selection $(H)$ allows for the use of such Cooperative purchases.

## PRICE INCREASE DETAILS

Bid/Contract No: PS20240
Bid/Contract Name: Fire Apparatus (RFP 1905)

IN SERVICE TO SERVE YOU
This Equipment Proposal (the "Proposal") has been prepared by Ten-8 Fire \& Safety, LLC ("Company") in response to the undersigned Customer's request for a proposal. This Proposal is comprised of the special terms set forth below, the Proposal Option List, Warranty, and Company's Purchasing Terms and Conditions. Through its signature below or other Acceptance (as defined below), Customer acknowledges having received, read and being bound by this Proposal, all attachments and Company's Purchasing Terms and Conditions.
Date: January 5, 2024 ("Proposal Date") Customer: Hall County Board of Commissioners ("Customer")
Customer Address: $\mathbf{2 8 7 5}$ Brown's Bridge Road, Gainesville, Ga. 30504

| Qty |  | Product Description \& Options |
| :---: | :--- | :--- |
| $\mathbf{1}$ | Pierce Enforcer 100' Mid-mount Aerial Platform based on the attached specifications | Price |
|  |  | $\mathbf{2 , 0 6 3 , 5 1 4 . 0 0}$ |

Delivery Timing: The Product described above in the Product Description and Options Section of this document will be built by and shipped from the manufacturer approximately 45.5-48.5 (months) after Company receives Customer's acceptance of this Proposal as defined below, subject to market and production conditions, Force Majeure, delays from the chassis manufacturer, changes to Order Specifications, or any other circumstances or cause beyond Company's or manufacturer's control.

## Other: Payment due upon final delivery and acceptance. Based on purchasing on NPPGov (LOC) consortium contract \# PS20240 (ID \# 1.07)

Pricing valid through January $29^{\text {th }}, 2024$.
Unless accepted within $\underline{\mathbf{4}}$ days from date of proposal, the right is reserved to withdraw this proposal.

ACCEPTANCE OF THIS PROPOSAL CREATES AN ENFORCEABLE BINDING AGREEMENT BETWEEN COMPANY AND CUSTOMER. "ACCEPTANCE" MEANS THAT CUSTOMER DELIVERS TO COMPANY: (A) A PROPOSAL SIGNED BY AN AUTHORIZED REPRESENTATIVE, OR (B) A PURCHASE ORDER INCORPORATING THIS PROPOSAL, WHICH IS DULY APPROVED, TO THE EXTENT APPLICABLE, BY CUSTOMER'S GOVERNING BOARD. ACCEPTANCE OF THIS PROPOSAL IS EXPRESSLY LIMITED TO THE TERMS CONTAINED IN THIS PROPOSAL AND COMPANY'S PURCHASING TERMS AND CONDITIONS. ANY ADDITIONAL OR DIFFERENT TERMS, WHETHER CONTAINED IN CUSTOMER'S FORMS OR OTHERWISE PRESENTED BY CUSTOMER AT ANY TIME, ARE HEREBY REJECTED.

INTENDING TO CREATE A BINDING AGREEMENT, Customer and Company have each caused this Proposal to be executed by their duly authorized representatives as of date of the last signature below.

Customer: Hall County Board of Commissioners
By: $\qquad$
Title: $\qquad$
Print: $\qquad$
Date: $\qquad$ Ten-8 Fire \& Safety, LLC


Title: Authorized Sales Representative
Print: Gay R. Brrion
Date: $/-5-24$


EXHIBIT A
PROPOSAL OPTION LIST

EXHIBIT B
WARRANTY

## SEE SPECIFICATIONS PROVIDED

EXHIBIT C
PURCHASING TERIMS AND CONDITIONS

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Ten-8 Fire \& Safety, LLC, a Florida company ("Company") and Customer (as defined in Ten-8 Fire \& Safety LLC's Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.
a. "Acceptance" has the same meaning set forth in Company's Equipment Proposal.
b. "Company's Equipment Proposal" means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus or associated equipment.
c. "Cooperative Purchasing Contract" means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another nonparty customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
d. "Delivery" means when Company delivers physical possession of the Product to Customer.
e. "Manufacturer" means the Manufacturer of any Product.
f. "Prepayment Discount" means the prepayment discounts, if any, specified in Company's Equipment Proposal.
g. "Product" means the fire apparatus and any associated equipment manufactured or furnished for Customer by Company pursuant to the Specifications.
h. "Purchase Price" means the Total price set forth in the Quotation, after applicable pricing adjustments set forth in the Quotation.
i. "Purchasing Terms and Conditions" means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
j. "Specifications" means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List), prepared in response to Customer's request for such a proposal.
2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.
3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.
4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. To the extent permitted by applicable law, Company may in its sole discretion charge a convenience fee if Customer elects to pay the Purchase Price by means of a credit card.
5. Representations and Warranties, Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.
6. Cancellation/Termination. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by

Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) $12 \%$ of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) $22 \%$ of the Purchase Price after completion of approval drawings by Customer, and; (c) $32 \%$ of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c) in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit B and are incorporated herein as part of the Agreement.
a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DȮ NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECLAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUTY OR ANY OTHER THEORY OF LAW) ON WHCH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control or which make Company's performance impracticable, including but not limited to wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, transportation or delivery delays or losses outside of Company's control, any act of govermment, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, aliocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy, terrorism, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles of Company or a manufacturer causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its
obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.
13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Hall County, Georgia.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a parmer, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Ten- 8 Fire \& Safety, LLC will be governed by and construed in accordance with the laws of the State of Georgia. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Ten-8 Proposal and these Terms and Conditions, the Ten-8 Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(c) and (i) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

# Contract \# PS20240 - Fire Apparatus (RFP 1905) 

League of Oregon Cities (LOC) sponsored this Contract with Pierce Manufacturing, Inc. (of fire apparatuses) through NPP.GOV cooperative purchasing consortium.
Attachment 1 Extension Notice to May 27, 2024

Attachment 2 Ten-8 (Local dealer of Pierce's Fire Apparatuses) Quote
Attachment 3 Tenth Amendment to Master Price Agreement
Attachment 4 Amendment to Master Price Agreement

June 21, 2023

RE: Contract Number: PS20240 - Fire Apparatus (RFP 1905)

To Whom it May Concern:

Through this letter, I wish to notify you that, pursuant to section 3.1 of the aforementioned agreement between the League of Oregon Cities and Pierce Manufacturing Inc., the agreement has been automatically extended one-year until the anniversary of the Effective Date in 2024.

Sincerely,

Patricia M. Mulviliill<br>Patricia M. Mulvihill<br>Executive Director<br>League of Oregon Cities

## Fire Apparatus

## 

## Product Specifics

Pierce Manufacturing Inc. is North America's leading single source manufacturer that designs, engineers, and builds the complete fire appartus from bumper to bumper. The full spectrum of vehicles is available including:

- Aerial
- Pumper
- Rescue
- Tanker
- Custom Options

Lead Public Agency: League of Oregon Cities RFP \#1905

## CONTRACT TERM

CONTRACT NUMBER: PS20240
Effective Date: 05/27/2020
Initial expiration: 05/27/2023

## Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to nppgov.com.

## Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the Pierce vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order


## NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

National

# Tenth Amendment to Master Price Agreement for FIRE APPARATUS 

Pricing Update

This Amendment to the Master Price Agreement is entered into this $11^{\text {th }}$ day of September 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

## RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 27, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about June 4, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 2021, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price' Agreement on or about August 10, 2021, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about January 17, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about May 6, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about October 27, 2022, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and

WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price with a 5.5\% discount as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about September 11, 2023, to update the pricing in the price list on Attachment A of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

## AMENDMENT TO MASTER PRICE AGREEMENT

1. Pricing Update. Attachment $A$ to the Master Price Agreement shall be amended in part to reflect the following new price list:

## ATTACHMENT A <br> to Master Price Agreement by and between VENDOR and PURCHASER. PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES



| Bid | ID \# | Description | Effective 08/04/2023 |
| :---: | :---: | :---: | :---: |
| 238 | 5.01 | Enforcer, Single, Non-Walk-In, HDR | \$748,492.35 |
| 239 | 5.02 | Arrow XT, Single, Non-Walk-In, HDR | \$817,063.40 |
| 256 | 5.03 | Enforcer, Tandem, Combination, HDR | \$1,025,896.16 |
| 255 | 5.04 | Enforcer, Single, Walk-In, HDR | \$1,015,207.94 |
| 254 | 5.05 | Freightliner, Single Axle, ENCORE | \$409,609.32 |
| 5.0 Wildland Fire Apparatus (Brush Fire) |  |  |  |
| Bid | ID \# | Description | Effective 08/04/2023 |
| 258 | 7.01 | Freightliner, 500 Gallon, 1000 GPM, Wildland | \$507,461.46 |
| 6.0 Other |  |  |  |
| Bid | ID \# | Description | Effective 08/04/2023 |
|  | 8.01 | Ford, Critical Response Unit, CRU-22 | \$333,739.00 |

2. Full Force and Effect. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

## LEAGUE OF OREGON CITIES



PIERCE MANUFACTURING, INC.
$\left\{\begin{array}{l}\text { Chasley } \text { Hopr } \\ \text { Chasigned by: } \\ \hline\end{array}\right.$ Date September 26, 2023 | 7:54 AM PDT
-62 ${ }^{\text {C7739C45CO428 }}$ Charley Hopp
BY:
ITS: Manager - Contracts and Sales Support

## Certificate Of Completion

Envelope Id: F8D66F9D7B5E4089B15681ED15A37633
Subject: Complete with DocuSign: Amendment 10 MPA 1905 Pierce FINAL.pdf Source Envelope:
Document Pages: 4
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US \& Canada)

Signatures: 2 Envelope Originator:
Initials: 0
Marshall Stiles

Status: Completed

17930 International Boulevard
Suite 900
SeaTac, WA 98188
marshall.stiles@mynpp.com
IP Address: 76.147.185.145

## Record Tracking

Status: Original
Holder: Marshall Stiles
Location: DocuSign
9/21/2023 8:25:40 AM
marshall.stiles@mynpp.com
Signer Events
Charley Hopp
chopp@piercemfg.com
Manager - Contracts and Sales Support
Security Level: Email, Account Authentication
(None)
Signature
Charley Hopt
Socusigned by:
Signature Adoption: Pre-selected Style
Using IP Address: 198.190.231.15

## Timestamp

Sent: 9/21/2023 8:29:00 AM
Resent: 9/21/2023 9:01:54 AM
Viewed: 9/26/2023 7:52:04 AM
Signed: 9/26/2023 7:54:58 AM

Electronic Record and Signature Disclosure: Accepted: 9/26/2023 7:52:04 AM
ID: Of9de2d0-c1fd-46e5-9a63-7a366b830862
Patricia M. Mulvihill
pmulvihill@orcities.org
Executive Director
Security Level: Email, Account Authentication (None)

Patricia M. Mulviluill
-0BD4F25C35F54DO...

Signature Adoption: Pre-selected Style Using IP Address: 76.138.189.90

Sent: 9/21/2023 8:29:01 AM
Viewed: 9/21/2023 8:36:47 AM
Signed: 9/21/2023 8:36:56 AM

Electronic Record and Signature Disclosure:
Accepted: 9/21/2023 8:36:47 AM
ID: e9ab2b58-a18d-4efb-a1d4-4c2de45e4edd

| In Person Signer Events | Signature | Timestamp |
| :--- | :--- | :--- |
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Emily Dorcey <br> edorcey@piercemfg.com | COPTED | Sent: 9/21/2023 1:01:49 PM |

Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| Witness Events | Signature | Tituestamp: |
| :---: | :---: | :---: |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timêstamps |
| Envelope Sent | Hashed/Encrypted | 9/21/2023 8:29:01 AM |
| Envelope Updated | Security Checked | 9/21/2023 9:01:53 AM |
| Envelope Updated | Security Checked | 9/21/2023 9:01:53 AM |
| Envelope Updated | Security Checked | 9/21/2023 1:01:49 PM |
| Certified Delivered | Security Checked | 9/21/2023 8:36:47 AM |
| Signing Complete | Security Checked | 9/21/2023 8:36:56 AM |
| Completed | Security Checked | 9/26/2023 7:54:58 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure |  |  |

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

## Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $\$ 0.00$ per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

## Withdrawing your consent.

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

## Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to' receive required notices and consents electronically from us or to sign electronically documents from us.

## All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

## How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

## To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

## To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

## To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:
i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

## Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

## Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.


## ATTACHMENT D: FIRE APPARATUS PRICING SCHEDULE

## PRICING METHODOLOGY

Pierce Manufacturing Inc. submission is based on a fixed percentage of $5.5 \%$ off List price.
The below is a listing of the base specifications within each category and the advertised price for each base configuration (after discount). Each proposal ID has the detailed specification along with a drawing included for reference. The Pierce product portfolio offers depth and breathe within each category.

Option pricing to modify and/or customize the base specifications follows the same pricing methodology with $5.5 \%$ off List price.
1.0 AERIAL PRODUCTS

| Bid | ID \# | Description | 2020 Pricing |
| :---: | :---: | :---: | :---: |
| 222 | 1.01 | Enforcer, Alum, Single, 1500 Pump, $75^{\prime}$ HAL Aluminum Ladder | \$ 883,042.00 |
| 235 | 1.02 | Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder | \$ 993,171.00 |
| 236 | 1.03 | Arrow XT, Alum, Single, 1500 Pump, $107{ }^{\prime}$ ASL Steel Ladder | \$ 1,067,167.00 |
| 223 | 1.04 | Enforcer, Alum, Tandem, 1500 Pump, $107{ }^{\prime}$ ASL Steel Ladder | \$ 1,069,611.00 |
| 224 | 1.05 | Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder | \$ 1,123,929.00 |
| 225 | 1.06 | Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder | \$ 1,305,232.00 |
| 226 | 1.07 | Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower | \$ 1,359,457.00 |
| 227 | 1.08 | Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower | \$ 1,282,823.00 |
| 228 | 1.09 | Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder | \$ 1,065,581.00 |
| 242 | 1.10 | Enforcer, Alum, Single, 2000 GPM, 110' Platform | \$ 1,081,768.00 |
| 260 | 1.11 | Enforcer, Alum, Tandem, 2000 GPM, 110' Platform | \$ 1,188,287.00 |
| 243 | 1.12 | Enforcer, Alum, Single, NPNT, Tiller | \$ 1,302,007.00 |
| 264 | 1.13 | Enforcer, Alum, Single, 2000 GPM, Sky boom | \$ 946,057.00 |

2.0 AIRCRAFT RESCUE \& FIRE-FIGHTING VEHICLES

| Bid | ID \# | Description | 2020 Pricing |
| :---: | :---: | :---: | :---: |
| Please Contact Oshkosh Airport Products |  |  |  |

3.0 PUMPER PRODUCTS

| Bid | ID \# | Description | 2020 Pricing |
| :---: | :---: | :---: | :---: |
| 229 | 3.01 | Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3 | \$ 553,364.00 |
| 230 | 3.02 | Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3 | \$ 634,151.00 |
| 234 | 3.03 | Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 | \$ 506,735.00 |
| 265 | 3.04 | Freightliner, 1000 Gallon, 1250 GPM, Husky 3 | \$ 292,622.00 |
| 231 | 3.05 | Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC | \$ 601,331.00 |
| 232 | 3.06 | Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC | \$ 691,907.00 |
| 248 | 3.07 | Freightliner, 1000 Gallon, 1250 GPM, FXP | \$ 255,194.00 |
| 247 | 3.08 | Enforcer, 1500 GPM, Husky 3, Rescue Pumper | \$ 602,513.00 |
| 249 | 3.09 | Ford, 250 Gallon, 1500 GPM, Mini Pumper | \$ 254,931.00 |
| 263 | 3.10 | Enforcer, Alum, 2000 GPM, HDRP | \$ 736,641.00 |

### 4.0 TANKER PRODUCTS

| Bid | ID \# | Description | 2020 Pricing |
| :---: | :--- | :--- | :---: |
| 237 | 4.01 | Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT | $\$$ |
| 266 | 4.02 | Enforcer, 2000 Gallon, 1500 GPM, PUC | $\$$ |
| 250 | 4.03 | Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dry side | $\$$ |
| 252 | 4.04 | Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker | $\$$ |

5.0 SPECIAL SERVICE APPARATUS

| Bid | ID \# | Description | 2020 Pricing |
| :---: | :--- | :--- | :---: |
| 238 | 5.01 | Enforcer, Single, Non-Walk-In, HDR | $\$$ |
| 239 | 5.02 | Arrow XT, Single, Non-Walk-In, HDR | $\$ 35,268.00$ |
| 256 | 5.03 | Enforcer, Tandem, Combination, HDR | $611,038.00$ |
| 255 | 5.04 | Enforcer, Single, Walk-In, HDR | $773,937.00$ |
| 254 | 5.05 | Freightliner, Single Axle, ENCORE | $\$$ |

6.0 WATERCRAFT RESCUE \& FIRE-FIGHTING VEHICLES

| Bid | ID \# | Description | 2020 Pricing |
| :---: | :---: | :---: | :---: |
| No Watercraft Rescue Vehicles submitted to RFP |  |  |  |

7.0 WILDLAND FIRE APPARATUS (BRUSH FIRE)

| Bid | ID \# | Description | 2020 Pricing |
| :---: | :---: | :---: | :---: |
| 258 | 7.01 | Freightliner, 500 Gallon, 1000 GPM, Wildland | $\$ 377,633.00$ |

8.0 OTHER

| Bid | ID \# | Description | 2020 Pricing |
| :--- | :--- | :--- | ---: |
|  | 8.01 | Ford, Critical Response Unit, CRU-22 | $\$$ |
|  | 8.02 | Pierce Situational Awareness - Fotokite Modem Portable | $\$ 21,766.00$ |
|  | 8.03 | Pierce Situational Awareness - Fotokite - Compartment Mounted | $43,475.00$ |
| $*$ | 8.04 | Pierce Situational Awareness - Fotokite - Roof Mount | $48,450.00$ |
| $*$ | 8.05 | HAAS R2V: Responder-to-Vehicle | $\$ . \ldots \ldots .52,778.00$ |
| $*$ | 8.06 | HAAS R2R: Responder-to-Responder - R2R (Add on to R2V) | $\$$ |
| $*$ | 8.07 | HAAS R2V + R2R | $\$, 499.00$ |
| $*$ | 8.08 | HAAS R2V: Responder-to-Vehicle 10 Year | $3,399.00$ |
| $*$ | 8.09 | HAAS R2V + R2R 10 Year | $\$$ |

9.0 OPTION PRICING

| Bid | ID \# | Description | 2020 Pricing |
| :---: | :---: | :---: | :---: |
| All available options will follow the pricing methodology of 5.5\% off list |  |  |  |

* Equipment added 06.01.20 as new product

| Customer: | Hall County Emergency Services |
| :--- | :--- |
| Representative | Binion, Guy |
| Organization: | Ten-8 Fire \& Safety, LLC |
| Requirements Manager: |  |
| Description: | 2023 Hall Co. AAT |
| Body: | Aerial, 100AAT, Alum Body |
| Chassis: | Enforcer Chassis, 100AAT |


| Bid Number: | 1129 |
| :--- | :--- |
| Job Number: <br> Number of Units: <br> Bid Date: | 1 |
| Stock Number: <br> Price Level: <br> Lane: | 47 (Current: 47) |


| Line | Option | Type | Option Description |
| :---: | :--- | :--- | :---: |
| 10769372 | Boiler Plates, 100AAT | Qty |  |

20018180
30584456
40584452
50588609
60610784
70533351
80588612
90681278
100891947
110799172
120733614
130537375
140529326
150816569
160000007
170611571
180727746
190002928
200729149
210000110
220000070

230729280
240889473
250796912
260090914
270087572
280000322
290802640
300019618
310728953
320544244
330660628
340000485
350782551
360654791
370568081
380620569
390742343
400002045
410760616

Boiler Plates, 100AAT
Fire Department/Customer - Hall County
Operating/In conjunction W-Service Center - Operating Miles - 25 Miles
Number of Fire Dept/Municipalities - 5
Bidder/Sales Organization - Ten-8 Fire and Safety, LLC
Delivery - Delivery representative
Dealership/Sales Organization, Service - Ten-8 Fire and Safety, LLC
Single Source Compliance, Aerials
1
Manufacture Location, Appleton, Wisconsin 1
RFP Location: Appleton, Wisconsin 1
Vehicle Destination, US 1
Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions 1
Quint Fire Apparatus 1
Vehicle Certification, Aerial w/Pump 1
Agency, Apparatus Certification, Aerial w/Pump, U.L. 1
Certification, Vehicle Inspection Program, NFPA 1901
FLEET CUSTOMER 1
Consortium, NPPGov (LOC) 1
Unit of Measure, US Gallons 1
Bid Bond, 10\%, Pierce Built Chassis 1
Performance Bond, Not Requested, PPI Terms 1
Approval Drawing 1
SP Drawing, As Built, At Delivery a Revised Print w/ Changes, FLEET 1
SP Drawing, Compartment Layout, FLEET 1
Electrical Diagrams 1
Enforcer Chassis, 100AAT 1
Wheelbase
Wheelbase - 271.00"
GVW Rating 1
GVW rating - 78,000 \#
Frame Rails, $13.38 \times 3.50 \times .375$, Enforcer 1
Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 57" Qval 1
Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Enforcer 1
Suspension, Front TAK-4, 24,000 lb, DLX/Qtm/AXT/Vel/Enf/SFR 1
Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf 1
Oil Seals, Front Axle 1
Tires, Front, Goodyear, Armor Max MSA, 445/65R22.50, 20 ply 1
Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot 1
Axle, Rear, Meritor RT52-185, 54,000 lb, Enf, 100AAT 1
Top Speed of Vehicle, $60 \mathrm{MPH} / 96 \mathrm{KPH} \quad 1$
Suspen, Rear, Air Link, AL-520, Air Ride, 54,000 lb 1
Oil Seals, Rear Axle 1
Tires, Rear, Goodyear, Endurance RSA, 12R22.50, LRH, Tandem 1
Wheels, Rear, Alcoa-Accuride, 22.50" x 8.25", Aluminum-Steel, Hub Pilot, Tandem 1
Tire Balancing, Counteract Beads 1
Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle 1
Qty, Tire Pressure Ind - 10
Mud Flap, Full Width, Rear, Custom Logo 1
Mud Flap, Front and Rear, Pierce Logo 1
Chains, Onspot Automatic Tire, Custom, Locking Switch 1

| Line | Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: | :---: |
| 42 | 0766669 |  | Chocks, Wheel, SAC-44-E, Folding, 100AAT | 1 |
|  | 0766668 |  | Qty, Pair - 01 <br> Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, 100AAT | 1 |
|  |  |  | Qty, Pair - 01 |  |
|  |  |  | Location, Wheel Chocks - Left Side Rear Tire, Rearward |  |
| 44 | 0010673 |  | ABS Wabco Brake System, Tandem Rear Axle | 1 |
| 45 | 0030185 |  | Brakes, Knorr/Bendix 17", Disc, Front, TAK-4 | 1 |
| 46 | 0509207 |  | Brakes, Meritor, EX225, Disc Plus, Rear, Tandem Axle | 1 |
| 47 | 0735527 |  | Air Compressor, Brake, Wabco 26.8 CI, Paccar | 1 |
| 48 | 0637583 |  | Brake Reservoirs, 6,408 Cubic Inch Minimum Capacity, Saber FR/Enforcer | 1 |
|  |  |  | Paint Color, Air Tanks - Frame color |  |
| 49 | 0617092 |  | Air Dryer, Wabco System Saver 1200, With Wet Tank, Heated,Saber FR/Enforcer | 1 |
| 50 | 0000790 |  | Brake Lines, Nylon | 1 |
| 51 | 0813346 |  | Inlet/Outlet, Air, w/Disconnect Fitting | 1 |
|  |  |  | Location, Air Coupling(s) - h) DS Pump Panel Qty, Air Coupling (s) - 1 |  |
|  | 0070810 |  | All Wheel Lockup (Aerial/Tanker Chassis) | 1 |
| 53 | 0014130 |  | Air Tank, Additional for Extra Air Horn Capacity | 1 |
|  | 0891350 |  | Paint Color, Air Tanks - Black \#101 | 1 |
|  |  |  | Location - behind driver's seat |  |
| 55 | 0612549 |  | Fittings, Compression Type, Entire Apparatus, Tandem Rear Axle | 1 |
| 56 | 0808515 |  | Engine, Paccar MX, 510HP, 1850 lb -ftW/OBD, EPA 2027, Saber FR/Enforcer | 1 |
| 57 | 0811409 |  | Not Required, Engine Contingency Adjustment | 1 |
| 58 | 0001244 |  | High Idle w/Electronic Engine, Custom | 1 |
| 59 | 0735687 |  | Engine Brake, Fully Integrated, Paccar MX13 Engine | 1 |
|  |  |  | Switch, Engine Brake - MX13 |  |
| 60 | 0644227 |  | Clutch, Fan, Air Actuated, Saber FR/Enforcer | 1 |
| 61 | 0644573 |  | Air Intake, Water \& Ember Screen, Saber FR/Enforcer | 1 |
| 62 | 0814375 |  | Exhaust System, Horizontal, Right Side | 1 |
|  |  |  | Exhaust, Diffuser - Aluminized Steel (Standard) |  |
|  |  |  | Exhaust, Material/Finish - Aluminized Steel (Standard) |  |
|  |  |  | Location, Diffuser Termination-2.00" Past Rub Rail (Standard) |  |
|  |  |  | Tip, Exhaust - Straight Tip (Standard) |  |
| 63 | 0788765 |  | Radiator, Saber FR/Enforcer | 1 |
| 64 | 0001090 |  | Cooling Hoses, Rubber | 1 |
| 65 | 0001125 |  | Fuel Tank, 65 Gallon, Left Side Fill | 1 |
| 66 | 0001129 |  | Lines, Fuel | 1 |
| 67 | 0889521 |  | DEF Tank, 7.3 Gallon, LS Fill, Under Cab, Paccar, Lift Up Fill Dr, Spring, ENF | 1 |
|  |  |  | Door, Material \& Finish, DEF Tank - Brushed Stainless |  |
| 68 | 0552793 |  | Not Required, Fuel Priming Pump | 1 |
| 69 | 0552712 |  | Not Required, Shutoff Valve, Fuel Line | 1 |
| 70 | 0699437 |  | Cooler, Chassis Fuel, Not Req'd. | 1 |
| 71 | 0690880 |  | No Selection Required From This Category | 1 |
| 72 | 0887546 |  | Trans, Allison 6th Gen, 4000 EVS P, w/Prognostics, Imp/Vel/SFR/Enf | 1 |
| 73 | 0625331 |  | Transmission, Shifter, 6-Spd, Push Button, 4000 EVS | 1 |
| 74 | 0684459 |  | Transmission Oil Cooler, Modine, External | 1 |
| 75 | 0792887 | SP | Mode, Auxiliary Preselect, (less aggressive) Set to 3rd Gear, 6 Speed | 1 |
| 76 | 0565656 |  | Fluid, 4000/4500 Series Transmission,TranSynd synthetic, IPOS, Custom | 1 |
| 77 | 0001375 |  | Driveline, Spicer 1810 | 1 |
| 78 | 0734211 |  | Steering, Sheppard M110 w/Tilt, TAK-4, Paccar Pump, w/Cooler, Paccar | 1 |
| 79 | 0605356 |  | Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer | 1 |
| 80 | 0690274 |  | Logo/Emblem, on Dash | 1 |
|  |  |  | Text, Row (1) One - Hall |  |
|  |  |  | Text, Row (2) Two - County |  |
|  |  |  | Text, Row (3) Three - Fire |  |
|  | 0725710 |  | Bumper, 15" Extended, Alum, Painted, Integrated, 100AAT, Enforcer | 1 |
|  | 0614646 |  | No Lift \& Tow Package, Imp/Vel, AXT, SFR/Enf | 1 |
| 83 | 0072272 |  | Tow Eyes, Chrome, Below Deck | 1 |
| 84 | 0698960 |  | Coating, Top Flange, Front Bumper, Outside Exterior, UL-LX Coating, Black | 1 |
| 85 | 0625650 |  | Cab, Enforcer, 7000 | 1 |
|  | 0747442 |  | Engine Tunnel, X12, MX13, Enforcer | 1 |


| Line | Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: | :---: |
| 87 | 0887601 |  | Cab Insulation, Enforcer/Saber FR | 1 |
|  | 0610508 |  | Rear Wall, Interior, Adjustable Seating, Not Available | 1 |
| 89 | 0632103 |  | Rear Wall, Exterior, Cab, Saber FR/Enforcer | 1 |
|  |  |  | Material, Exterior Rear Wall - Brushed Stainless Steel |  |
|  | 0728890 |  | Cab Lift, Elec/Hyd, Manual Override, Stabilizer Interlock, Enforcer 100AAT | 1 |
|  | 0695930 |  | Grille, Bright Finished, Front of Cab, Enforcer | 1 |
| 920631566 |  |  | Scuffplates, S/S At Cab Door Jambs, Quantity | 2 |
|  |  |  | Location - crew cab doors |  |
|  |  |  | Qty, - 02 |  |
|  |  |  | Material Trim/Scuffplate - b) S/S, Brushed |  |
| 930772939 |  |  | Scuffplates, S/S At Cab Door Jambs and Handrails, Qty | 2 |
|  |  |  | Location - driver's and passenger's cab door |  |
|  |  |  | Qty, - 02 |  |
|  |  |  | Material Trim/Scuffplate - b) S/S, Brushed |  |
|  | 0817874 |  | Seal, Caulk Top Edge, Exterior Cab Rear Wall | 1 |
|  | 0647932 |  | Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer | 1 |
|  | 0015440 |  | No Chrome Molding, On side of cab | 1 |
|  | 0521669 |  | Mirrors, Retrac, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex | 1 |
| 980648171 |  |  | Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Level Roof | 1 |
|  |  |  | Key Model, Cab Doors - 751 |  |
|  |  |  | Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black |  |
|  | 0655543 |  | Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab | 1 |
|  | 0528958 |  | Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer | 1 |
| 1010620344 |  |  | Steps, 4-Door Cab, Dual, Saber FR/Enforcer | 1 |
|  |  |  | Light, Step, Additional - P25 LED |  |
|  |  |  | Step Well Material - Brushed |  |
|  | 0770194 |  | Handrail, Exterior, Knurled, Alum, 4-Door Cab | 1 |
| 1030892638 |  |  | Lights, Cab \& Crw Cab Acs Stps, P25, LED w/Bezel, 6lts | 1 |
|  |  |  | Color, Trim - Chrome Housing |  |
|  | 0040475 |  | Crowns, Front Fender, Rubber | 1 |
|  | 0660261 |  | Grab Hole Red Webbed, Added to Front Cab Door Webstrap | 1 |
|  | 0042105 |  | No Windows, Side of Crew Cab | 1 |
| 1070898656 |  |  | Compt, Transverse Crew Cab, RS Double Pan/LS Drop Down, DEF, 70"Enf | 1 |
|  |  |  | Light, Short Transverse Compt - Pierce, 2 Sect, Hinged Side |  |
|  |  |  | Scuffplate, Material/Finish - S/S, Brushed |  |
|  |  |  | Finish, Cab Compt/Component - Spatter Gray |  |
|  |  |  | Door, Cab Exterior Cabinet - Double Pan, Non-Locking |  |
|  |  |  | Door, Exterior Stop - Cable |  |
|  |  |  | Door, Cab Interior Cabinet - None (Transverse Only) |  |
|  |  |  | Door, Cab Exterior Cabinet, 2nd - Double Pan, Drop Down, Non-Locking |  |
|  |  |  | Door, Exterior Stop, 2nd - Cable |  |
| 1080650191 |  |  | Mounting Only, Pike Poles Fire Hooks Unlimited, Hooks Nest 4/PAC Handlelok | 2 |
|  |  |  | Location - one on each side on back of cab |  |
|  |  |  | Qty, - 02 |  |
|  | 0722796 |  | Dash, Poly, Saber FR/Enforcer | 1 |
| 110 | 0607217 |  | Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer | 1 |
|  |  |  | Mounting Provision Spacing - .75" |  |
|  |  |  | Material Finish, Cab Interior - Painted |  |
| 1110750824 |  |  | Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE | 1 |
|  |  |  | Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Engine Tunnel Cover - Dark Silver Gray Endure Vinyl Cab Interior Rear Wall Material - Painted Aluminum |  |
| 1120753903 |  |  | Cab Interior, Paint Color, Saber FR/Enforcer | 1 |
|  |  |  | Color, Cab Interior Paint - i) fire smoke gray |  |
| 113 | 0612410 |  | Floor, Rubber Padded/Treadplate, Cab \& Crew Cab, Saber/Enf | 1 |
| 1140817805 |  |  | HVAC, Heavy-Duty, Enforcer, Paccar, CARE | 1 |
|  |  |  | Paint Color, A/C Condenser - Painted to Match Cab Roof HVAC System, Filter Access - Removable Panel Auxiliary Cab Heater - Both HVAC System, Control Loc. - Panel Position \#12 Plenum Cover Material - Formed Plastic |  |


| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 1150639675 |  | Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer | 1 |
|  |  | Sun Visor Retention - Thumb Latch |  |
| 1160634328 |  | Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer | 1 |
| 1170002526 |  | Light, Engine Compt, All Custom Chassis | 1 |
| 1180622545 |  | Fluid Check Access, Restricted Access, Saber FR/Enforcer, Arrow XT | 1 |
|  |  | Latch, Door, Storage - Southco C2 Chrome Raised |  |
| 1190583042 |  | Side Roll and Frontal Impact Protection | 1 |
| 1200622619 |  | Seating Capacity, 4 Seats | 1 |
| 1210636955 |  | Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer | 1 |
| 1220632926 |  | Seat, Officer, Pierce PSV, Air Ride, SCBA, Safety, Saber FR/Enforcer | 1 |
| 1230002517 |  | Not Required, Radio Compartment | 1 |
| 1240757986 |  | Cabinet, Rear Facing, LS, 23 W x 40.25 H x 26.75 D, Web, SFR/Enf | 1 |
|  |  | Type of fastener - spring clip and hook |  |
|  |  | Restraint Location - Top (towards roof of truck) |  |
|  |  | Light, Short Cabinet - Pierce, Interior, Left Side |  |
|  |  | Material Finish, Shelf - Painted - Cab Interior |  |
|  |  | Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 1.25" Up-Turned Lip |  |
|  |  | Louvers, Cabinet - 0-No Louvers |  |
| 1250102783 |  | Not Required, Seat, Rr Facing C/C, Center | 1 |
| 1260820061 | SP | Cabinet, Rear Facing, RS, 22 W x 40.25 H x 26.75 D, Web, Ext Acc, SFR/Enf | 1 |
|  |  | Light, Short Cabinet - Pierce, Interior, Right Side |  |
|  |  | Scuffplate, Material/Finish - S/S, Brushed |  |
|  |  | Material Finish, Shelf - Painted - Cab Interior |  |
|  |  | Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 1.25" Up-Turned Lip |  |
|  |  | Door, Cab Exterior Cabinet - Double Pan, Locking \#1250 |  |
|  |  | Door, Exterior Stop - Cable |  |
|  |  | Louvers, Cabinet - 0-No Louvers |  |
|  |  | Fastener, Web, Cab Cabinet - 1" Side Release, Left |  |
| 1270623856 |  | Seat, Forward Facing C/C, DS Outboard, Pierce PSV, SCBA, Safety, SFR/Enf | 1 |
| 1280896058 |  | Cabinet, Forward Facing, Center, 38.50 W x $40 \mathrm{H} \times 28 \mathrm{D}$, Web, SFR/Enf | 1 |
|  |  | Type of fastener - spring clip and hook |  |
|  |  | Restraint Location - Top (towards roof of truck) |  |
|  |  | Light, Short Cabinet - Pierce, Interior, Left Side |  |
|  |  | Material Finish, Shelf - Painted - Cab Interior |  |
|  |  | Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 1.25" Up-Turned Lip |  |
|  |  | Louvers, Cabinet - 0-No Louvers |  |
| 1290623846 |  | Seat, Forward Facing C/C, PS Outboard, Pierce PSV, SCBA, Safety, SFR/Enf | 1 |
| 1300737360 | SP | Cabinet, Rear Facing, Top Eng Tnl, 44 W x 18 H x 13 D, Web, Enf | 1 |
|  |  | Type of fastener - spring clip and hook |  |
|  |  | Restraint Location - Bottom (towards the ground) |  |
|  |  | Light, Short Cabinet - Pierce, Interior, Horizontal |  |
|  |  | Material Finish, Shelf - 0-No Shelving |  |
|  |  | Shelf/Tray, Cabinet - (0) None |  |
|  |  | Louvers, Cabinet - 0-No Louvers |  |
| 1310766467 |  | Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE | 4 |
|  |  | Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Qty, - 04 |  |
| 1320543991 |  | Bracket, Air Bottle, Hands-Free II, Cab Seats | 3 |
|  |  | Qty, - 03 |  |
| 1330603866 |  | Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer | 1 |
|  |  | Seat Belt Color - Orange |  |
| 1340602464 |  | Helmet Storage, Provided by Fire Department, NFPA 2016 | 1 |
| 1350647647 |  | Lights, Dome, FRP Dual LED 4 Lts | 1 |
|  |  | Color, Dome Lt - Red \& White |  |
|  |  | Color, Dome Lt Bzl - Black |  |
|  |  | Control, Dome Lt White - Door Switches and Lens Switch |  |
|  |  | Control, Dome Lt Color - Lens Switch |  |
| 1360896451 |  | Enhanced Software for Cab and Crew Cab Dome Lts | 1 |
| 1370774463 |  | Handlts, (4) Streamlight, Vulcan 180, 44315, 12v, Orange | 1 |
| 1380622803 |  | Location, Portable Hand Light - One in LS4 and 3 in cab Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX | 1 |
|  |  | Emergency Switching - E-Master Only |  |
| 1390509511 |  | Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX | 1 |



| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 162 |  | Qty, - 01 |  |
| 1630808099 |  | Camera, Pierce, 7" HD, R, Camera, AHD | 1 |
|  |  | Color - 1) black |  |
|  |  | Location, Camera Monitor - Driver Side Dash |  |
| 1640814831 |  | Not Required, Camera Switcher | 1 |
| 1650890416 |  | Pierce Command Zone, Advanced Electronics \& Control System, Enforcer, WiFi CZT | 1 |
|  |  | Color, Antenna - Black Antenna |  |
|  |  | Module Housings - Black Housing with Power and Status Ind |  |
| 1660896456 |  | Prognostics, Electrical System | 1 |
| 1670733539 |  | Electrical System, Enf MUX ESP | 1 |
| 1680079166 |  | Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud | 1 |
| 1690008621 |  | Battery System, Single Start, All Custom Chassis | 1 |
| 1700002698 |  | Battery Compartment, Saber/Enforcer | 1 |
| 1710813848 |  | Charger, Sngl Sys, IOTA, DLS-75, 75 amp , IQ4 Controller | 1 |
| 1720814869 |  | Location, Cab, Charger, Behind Driver Seat | 1 |
| 1730814965 |  | Location, Cab, Ind/Remote, LS Behind Cab Door | 1 |
| 1740016857 |  | Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super | 1 |
|  |  | Qty, - 01 |  |
|  |  | Color, Kussmaul Cover - b) red |  |
|  |  | Shoreline Connection - battery charger and receptacles |  |
| 1750026800 |  | Shoreline Location | 1 |
|  |  | Location, Shoreline(s) - DS Cab Side |  |
| 1760515090 |  | Display, Kussmaul Single Bat Status Ind 091-94-12, Wired to Batteries | 1 |
|  |  | Location - behind DS door |  |
| 1770647728 |  | Alternator, 430 amp , Delco Remy 55SI | 1 |
| 1780092582 |  | Load Manager/Sequencer, MUX | 1 |
|  |  | Enable/Disable Hi-Idle - e)High Idle enable |  |
| 1790736670 |  | Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/DCF/Enf/Imp/Sab/Vel, Halo Alt Flash | 1 |
|  |  | Color, Headlight Bez - Chrome Bezel Light, Directional, WIn M62T* LED, Cmn Bzl, Above Headlights, Sab/Enf | 1 |
| 1800802935 |  | Color, Lens, LED's - Clear <br> Color, Q Bezel and Trim - Polished Chrome <br> Flash Pattern, Directional Lts - Steady On (Arrow) |  |
| 1810620054 |  | Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts | 1 |
| 1820735474 |  | Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer | 1 |
|  |  | Light Guard - No Guards |  |
| 1830647899 |  | Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf | 1 |
| 1840670831 |  | Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts, 100AAT | 1 |
| 1850602938 |  | Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body | 1 |
|  |  | Qty, Lights, Pair - 1 <br> Lights, Tail, WIn M62BTT* Red Stop/Tail \& M62T* Amber Dir Arw For Hsg | 1 |
| 1860804514 |  | Color, Lens, LED's - Clear <br> Flash Pattern, Directional Lts - Steady On (Arrow) |  |
| 1870806466 |  | Lights, Backup, WIn M62BU, LED, For Tail Lt Housing | 1 |
| 1880889577 |  | Bracket, License Plate \& Light, P25 LED, Stainless Brkt | 1 |
|  |  | Color, Trim - Chrome Housing |  |
| 1890556842 |  | Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights | 1 |
| 1900805463 |  | Light, Brake Lt, Additional, WIn M62BTT*, Pair, Rear Body | 1 |
|  |  | Location - Rear bulkhead, upper section, one each side <br> Color, Lens - Clear <br> Color, Trim - Chrome Trim |  |
| 1910589905 |  | Alarm, Back-up Warning, PRECO 1040 | 1 |
| 1920653959 |  | Lights, Perimeter Cab, Truck-Lite 60354C LED 4Dr, Grommet Mt | 1 |
| 1930616639 |  | Lights, Perimeter Pump House, Truck-Lite 60354C LED 1It | 1 |
| 1940747705 | SP | Lights, Perimeter Body, Truck-Lite 60354C LED 31ts | 1 |
| 1950896454 |  | Control, Perimeter Lts - Parking Brake Applied Enhanced Software for Perimeter Lts | 1 |
| 1960735865 |  | Step Illumination, Pump Panel Light Shield, 100AAT, w/Pump | 1 |
| 1970776357 |  | Light, Visor, WIn, 12V P*H2* Pioneer, Cnt Feature, 1st | 1 |
|  |  | Qty, - 01 |  |
|  |  | Location, driver's/passenger's/center - Centered |  |


| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 197 |  | Color, WIn Lt Housing - Black Paint |  |
|  |  | Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS |  |
|  |  | Scene Light Optics - Flood |  |
| 1980773358 |  | Lights, HiViz FT-B-46-*** LED, 2nd | 1 |
|  |  | Location - PS on top of catwalk |  |
|  |  | Qty, - 01 |  |
|  |  | Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS |  |
|  |  | Color, Lt Housing HiViz - Black |  |
| 1990773362 |  | Lights, HiViz FT-B-46-*** LED, 1st | 1 |
|  |  | Location - DS on top of catwalk |  |
|  |  | Qty, - 01 |  |
|  |  | Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS |  |
|  |  | Color, Lt Housing HiViz - Black |  |
| 2000766802 |  | Not Required, Deck Lights, Other Hose Bed \& Rear Lighting, 100AAT | 1 |
| 2010729276 |  | Lights, Hose Bed, Front/Rear, Light Strips, AAT | 1 |
|  |  | Control, Hose Bed Lts - Cup Switch At Rear |  |
| 2020645677 |  | Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body | 1 |
| 2030892702 |  | Lights, Walk Surf, Amdor AY-LB-12HW020, P25 LED, 100AAT | 1 |
|  |  | Color, Trim - Black Housing Aerial, 100AAT, Alum Body | 1 |
| 2050554271 |  | Body Skirt Height, 20" | 1 |
| 2060769002 |  | Tank, Water, 300 Gallon, Poly, 100AAT | 1 |
| 2070751917 |  | Overflow, 3.00" Water Tank, Poly | 1 |
| 2080028107 |  | Not Required, Foam Cell Modification | 1 |
| 2090003429 |  | Not Required, Direct Tank Fill | 1 |
| 2100769016 |  | Hose Bed, Alum, Right Side, 100AAT | 1 |
| 2110723546 |  | DA Finished Hose Bed/Cargo Area | 1 |
| 2120555137 |  | Hose Bed Capacity 800' of 5.00", 100AAT, 100' RMAP | 1 |
| 2130748063 |  | Hose Restraint, Front Vinyl/Treadplate, 1" Heavy Nylon Web Rear, RS, 100AAT | 1 |
|  |  | Color, Vinyl Cover - c) black Running Boards, Ascendant, PAL | 1 |
| 2150735582 |  | Turntable Steps, Swing-Down, Left Side, 100AAT | 1 |
|  |  | Step, Flip - Flip Step, One Step Assembly Body Handrail Finish - knurled aluminum Step Surface, Turntable - Punched Grip |  |
| 2160889980 |  | Lights, Step (3), P25 LED, One Side | 1 |
|  |  | Control, Scene Lts - Park Brake |  |
| 2170690023 |  | Wall, Rear, Smooth Aluminum | 1 |
| 2180074515 |  | Tow Eyes (2), Painted Lower Job Color, 100AAT, Ascendant Single Axle, 75' HAL | 1 |
| 2190590926 |  | Hose Restraint, Running Board, Velcro Straps | 1 |
|  |  | Location, Hose Tray, Running Board - Right Side Qty, Tray, Hose - 1 |  |
| 2200731541 |  | Tray, Hose, Running Board, w/42.00" Pump House, 100AAT | 1 |
| 2210769019 |  | Construction, Compt, Alum, 100AAT | 1 |
| 2220771234 |  | Compt, Left Side, Lap, 100AAT | 1 |
| 2230771230 |  | Latch, Door, Access - SouthCo C2 chrome raised, pair Compt, Right Side, Lap, 100AAT | 1 |
| 2240771213 |  | Doors, Lap w/"D" Handles, Aluminum, Side Compartments | 1 |
| 2250740006 |  | Bumper, Rear, 3", Counterweight, Steel, Full 45 Degree Angled Corners, 100AAT | 1 |
| 2260731558 |  | Pull Strap for Liftup Doors | 2 |
|  |  | Qty, Door Accessory - 02 |  |
|  |  | Location, Door Accessory - LS3, RS3 |  |
|  |  | Color, Strap - Black |  |
|  |  | Length, Pull Strap - 10.00" |  |
| 2270074012 |  | Scuffplate, Brushed S/S, Inside Compartment Door | 11 |
|  |  | Qty, Door Accessory - 11 |  |
|  |  | Location, Door Accessory - LS1, LS2, LS4, RS1, RS2, RS4, and RS5 |  |
| 2280603083 |  | Lights, Compt,Pierce LED,Dual Light Strips,Each Side Dr,Ascend TA,75'HAL,PAP,HDL | 9 |
|  |  | Qty, - 09 |  |
|  |  | Location, Compartment Lights - All Body Compts |  |
| 2290687145 |  | Shelf Tracks, Recessed, PUC/3rd Generation | 1 |


| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 2300600289 |  | Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial | 9 |
|  |  | Qty, Shelf - 09 |  |
|  |  | Material Finish, Shelf - Painted - Spatter Gray |  |
|  |  | Location, Shelves/Trays, Predefined - * Locations To Be Determined At A Later Date |  |
| 2310083986 |  | Tray, 215 lb , Tilt/Slide-Out, 30 Deg, Adj | 1 |
|  |  | Qty, Tray (slide-out) - 01 Location, Tray - LS2 |  |
| 2320770980 |  | Tray, Floor Mounted, Slide-Out 500lb, 2.00" Sides, 3 Slides, 3G | 4 |
|  |  | Qty, - 04 |  |
|  |  | Location, Tray Slide-Out, Floor Mounted - RS1, RS2, LS1 and LS2 |  |
|  |  | Material Finish, Tray - Painted - Spatter Gray |  |
| 2330725655 |  | Cabinet, Drawer Assembly, CTECH, One Drawer, Up To 36" Wide | 1 |
|  |  | Qty, - 01 |  |
|  |  | Location - LS4 |  |
|  |  | Size, Drawer Height 1 (Top) - 8.00" |  |
| 2340728468 | SP | Toolboard, Alum, .188", Peg Board, w/ Top Guide, Added to Slide-Out Tray | 2 |
|  |  | location - LS1 and RS1 |  |
|  |  | Qty - 2 |  |
|  |  | Hole Diameter, Pegboard/Toolboard - .203" diameter |  |
|  |  | Finish, Pegboard/Toolboard - Painted - Spatter Gray |  |
| 2350641410 | SP | Toolboard, Swing-out, Alum, .188", Peg Board, 3G | 1 |
|  |  | location - LS3 compartment, 48" from forward door frame |  |
|  |  | Qty - 1 |  |
|  |  | Location, Pivot - Front |  |
|  |  | Mounting, Toolboard - Adjustable Frt-back |  |
|  |  | Hole Diameter, Pegboard/Toolboard - .203" diameter |  |
|  |  | Finish, Pegboard/Toolboard - Painted - Spatter Gray |  |
| 2360726457 |  | Partition, Vertical Compt, Predefined Locations | 1 |
|  |  | Qty, Partition - 01 |  |
|  |  | Location, Partition/Toolboard, Predefined - LS3-50.00" From Forward Door Frame |  |
|  |  | Material Finish, Partition - Painted - Spatter Gray |  |
| 2370589611 |  | Seal, All Wire Harness Holes in Body Compartment Corners | 1 |
| 2380061917 |  | Rub Rail, Aluminum Extruded, 3.12", Side of Body | 1 |
| 2390741457 |  | Fender Crowns, Rear, Rubber, w/Removable Painted Fender Liner, Tandem Aerial,3G | 1 |
|  |  | Material Finish, Fender Liner - Painted Lower Body |  |
| 2400519849 |  | Not Required, Hose, Hard Suction | 1 |
| 2410893756 |  | Handrails, Side Pump Panels, Per Print, Aerial | 1 |
|  |  | Step, Runningboard - step |  |
| 2420758388 |  | Compt, Air Bottle, Fender Panel Corner, Two Bottles, Tri Door, Front Only,100AAT | 1 |
|  |  | Qty, Air Bottle Comp - 1 |  |
|  |  | Location, Air Bottle - (1) RS Ahead Rr Wheel |  |
|  |  | Door Finish, Fender Compt - Brushed |  |
|  |  | Latch, Air Bottle Compt - Southco C2 Chrome Raised |  |
|  |  | Insert, Air Bottle Compt - Rubber Matting |  |
|  |  | Door Type - vertically hinged |  |
| 2430765324 |  | Compt, Air Bottle/Extinguisher,Between Tandems,Three (3),w/Straps,100AAT,BoltIn | 1 |
|  |  | Qty, Air Bottle Comp - 1 |  |
|  |  | Door Finish, Fender Compt - Brushed |  |
|  |  | Location, Fender Compt - RS |  |
|  |  | Latch, Air Bottle Compt - Southco C2 Chrome Raised, Pair |  |
|  |  | Insert, Air Bottle Compt - Rubber Matting |  |
|  |  | Door Type - lift up with pneumatic spring |  |
| 2440760668 |  | Compt, Equipment/Air Pack, Betw Tandems, No Dividers, w/Strap, 100AAT, Bolt-In | 1 |
|  |  | Qty, Air Bottle Comp - 1 |  |
|  |  | Location, driver's/passenger's/center - LS |  |
|  |  | Door Finish, Fender Compt - Brushed |  |
|  |  | Latch, Air Bottle Compt - Southco C2 Chrome Raised, Pair |  |
|  |  | Insert, Air Bottle Compt - Rubber Matting |  |
|  |  | Door Type - lift up with pneumatic spring |  |
| 2450636301 |  | Compt, Extinguisher (2) Fender Panel, Triangular Door, 8" Dia | 1 |
|  |  | Location, Bracket/comp. - RS rearward of tire |  |


| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 245 |  | Qty, - 1 |  |
|  |  | Door Finish, Fender Compt - Brushed |  |
|  |  | Latch, Air Bottle Compt - Southco C2 Chrome Raised |  |
|  |  | Insert, Air Bottle Compt - Rubber Matting |  |
| 2460795333 |  | Compt, Air Bottle, Single, Fender Panel, Bolt-In | 2 |
|  |  | Qty, Air Bottle Comp - 2 |  |
|  |  | Door Finish, Fender Compt - Brushed |  |
|  |  | Location, Fender Compt - Single - LS Fwd and Single - LS Rear |  |
|  |  | Latch, Air Bottle Compt - Southco C2 Chrome Raised |  |
|  |  | Insert, Air Bottle Compt - Rubber Matting |  |
| 2470768635 |  | Ladder, 35' Duo-Safety 1200A 2-Sect | 2 |
|  |  | Qty, - 02 |  |
| 2480010406 |  | Ladder, 28' Duo-Safety 1200A 2-Section | 2 |
|  |  | Qty, - 02 |  |
|  |  | Location, Extension Ladder - torque box |  |
| 2490024232 |  | Ladder, 16' Duo-Safety 875A Roof | 2 |
|  |  | Qty, - 02 |  |
| 2500648681 |  | Ladder, 14' Duo-Safety 875-DR Roof | 1 |
|  |  | Qty, - 01 |  |
|  |  | Location - fly section |  |
| 2510024233 |  | Not Required, Attic Extension Ladder | 1 |
| 2520768634 |  | Ladder, 10' Duo-Safety Folding, 585A | 1 |
|  |  | Qty, - 01 |  |
|  |  | Location, Folding Ladder Aerial - torque box |  |
| 2530806199 |  | Ladders in Torque Box, Gortite Roll, Retainer Latch, 100AAT | 1 |
|  |  | Color, Roll-up Door, Gortite - Satin finish |  |
|  |  | Latch, Roll-up Door, Gortite - Non-Locking, Rear |  |
|  |  | Latch, Door Ladder Storage - Southco C2 Chrome Raised, Pair |  |
|  |  | Latch, Anti-Migration Plate - Southco C2 chrome raised |  |
| 2540766602 |  | Lights, Torque Box Ladder Storage, Pierce LED Strip Lights, 2 Lts, 100AAT | 1 |
| 2550092155 |  | Ladder, 14' Duo-Safety Combo, 35-B | 1 |
|  |  | Location, Folding Ladder - Ladder Compartment |  |
| 2560658169 |  | Ladders, Nested, Left Side Ground Ladder Storage | 1 |
| 2570775907 |  | Pike Pole, 12' DUO Safety, Fiberglass | 2 |
|  |  | Qty, - 02 |  |
| 2580789564 |  | Pike Pole, 8' DUO Safety, Fiberglass, Aerial | 2 |
|  |  | Qty, - 02 |  |
| 2590789566 |  | Pike Pole, 6' DUO Safety, Fiberglass, Aerial | 1 |
|  |  | Qty, - 01 |  |
| 2600789586 |  | Pike Pole, 3' DUO Safety, Fiberglass, w/D Handle | 2 |
|  |  | Qty, - 02 |  |
| 2610770578 |  | Pike Pole Tubes, in Torque Box/Ladder Storage, ABS | 6 |
|  |  | Qty, - 06 |  |
| 2620611189 |  | Label, Indicator Lamp Symbols, Sun Visor | 1 |
|  |  | Location - DS sunvisor |  |
| 2630765390 |  | Pump House, Side Control, 42", 100AAT, Control Zone | 1 |
| 2640767048 |  | Pump House Structure | 1 |
| 2650767622 |  | Pump, Waterous, S100, 2000 GPM, Single Stage, 100' AAT | 1 |
| 2660504116 |  | Seal, Mechanical, Waterous, w/S100 Pump | 1 |
| 2670816450 |  | Trans, Pump, Waterous C22, S100 Pump Only | 1 |
| 2680635600 |  | Pumping Mode, Stationary Only | 1 |
| 2690605126 |  | Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous | 1 |
| 2700003148 |  | Transmission Lock-up, EVS | 1 |
| 2710004547 |  | Auxiliary Cooling System | 1 |
| 2720014486 |  | Not Required, Transfer Valve, Single Stage Pump | 1 |
| 2730746508 |  | Valve(s), Relief Intake, Trident Air Max, Control Location | 1 |
|  |  | Qty -1 |  |
|  |  | Pressure Setting - 125 psig |  |
|  |  | Intake Relief Valve Control - Behind Right Side Pump Panel |  |
| 2740692045 |  | Controller, Pressure, FRC, Pump Boss, PBA400 | 1 |
| 2750072153 |  | Primer, Trident, Air Prime, Air Operated | 1 |
| 2760780364 |  | Manuals, Pump, (2) Total, Electronic Copies | 1 |
| 2770602492 |  | Plumbing, Stainless Steel and Hose, Single Stage Pump, 100AAT | 1 |



| Line | Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: | :---: |
|  | 0604028 |  | Water Level Gauge, FRC, MaxVision WLA280-A00 Programmable Remote Display |  |
|  |  |  | Location - each side of cab |  |
|  |  |  | Qty, - 02 |  |
|  |  |  | Activation, Water Level G-pb) parking brake is applied |  |
|  | 0006774 |  | Not Required, Foam Level Gauge | 1 |
| 330 | 0735892 |  | Light Shield, S/S LS \& RS, 100AAT, Std LED | 1 |
| 331 | 0762640 |  | Air Horns, (2) Hadley, 6" Round, eTone, In Bumper, 100AAT | 1 |
| 332 | 0606833 |  | Location, Air Horns, Bumper, Each Side, Inside Frame (Pos \#3 \& \#5) | 1 |
| 333 | 0757092 |  | Control, Air Horn, Multi Select | 1 |
| 334 | 0757081 |  | Control, Air Horn, Ft Sw, LS | 1 |
| 335 | 0723391 |  | Control, Air Horn, Chrome Push Button Sw, RS | 1 |
| 336 | 0525667 |  | Siren, WIn 295SLSA1, 100 or 200 Watt | 1 |
| 3370510206 |  |  | Location, Elect Siren, Recessed Overhead In Console | 1 |
|  |  |  | Location, Elec Siren - Overhead, DS Inside Sw Pnl Control, Elec Siren, Horn Ring | 1 |
| 339 | 0601304 |  | Speaker, (2) WIn, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt | 1 |
|  |  |  | Connection, Speaker - siren head |  |
| 340 | 0601558 |  | Location, Speaker, Frt Bumper, Recessed, Ea Side, Outside Frame, Inbrd (Pos 2/6) | 1 |
| 3410895382 |  |  | Siren, Federal Q2B, Enforcer, 100AAT | 1 |
|  |  |  | Finish, Q2B Siren - Chrome Siren, Mechanical, Mounted Above Deckplate, Swivel, 100AAT, Finish Feature | 1 |
| 3420816506 |  |  | Finish, Bracket - Chrome plated Control, Mech Siren, Multi Select |  |
| 344 | 0748282 |  | Control Mech Siren, Ft Sw LS | 1 |
| 345 | 0736164 |  | Sw, Siren Brake, Momentary, LS Overhead Sw Pnl | 1 |
| 346 | 0740391 |  | Sw, Siren Brake, Momentary Chrome Push Button, RS | 1 |
| 347 | 0746353 |  | Not Required, Warning Lights Intensity | 1 |
| 3480607496 |  |  | Lightbar, WIn, Freedom IV-Q, 81", RRRRRRRWRRWRRRRRRR | 1 |
| 3490751906 |  |  | Filter, Whl Freedom Ltbrs - No Filters Lights, Side Basket, WIn, M6** LED, 100AAT 1st |  |
|  |  |  | Qty, - 02 | 2 |
|  |  |  | Color, Lights, Warning - Red Flashing |  |
|  |  |  | Color, Lens, LED's - Clear |  |
|  |  |  | Color, Trim - Chrome Trim |  |
|  |  |  | Location, Lts 100AAT, Left Side - Left Side, Lower Center (LB8) |  |
|  |  |  | Location, Lts 100AAT Right Side - Right Side, Lower Center (RB8) |  |
| 3500540384 |  |  | Lights, Front Zone, WIn M6*C LED, Clear Lens, in Common Bzl | 1 |
|  |  |  | Color, Lt DS Front - Red |  |
|  |  |  | Color, Lt PS Front - Red |  |
| 351 | 0558676 |  | Daytime Running Lights, Headlights, Qtm, Vel/Imp, Enf/AXT-MUX, DCF (Low Beam) | 1 |
| 3520653937 |  |  | Flasher, Headlight Alternating | 1 |
|  |  |  | Headlt flash deactivation - a)w/high beam Lights, Side Zone Lower, WIn M6**, M6**, M6**, 6Lts | 1 |
| 3530747228 |  |  | Location, Lights Front Side - g)each side of custom cab |  |
|  |  |  | Color, Lens, LED's - Clear |  |
|  |  |  | Location, Lights Mid Side - Over Front Wheels |  |
|  |  |  | Location, Lights Rear Side - Over Rear Wheels |  |
|  |  |  | Color, Trim - Chrome Trim |  |
|  |  |  | Color, Lt Side Front, DS - Red |  |
|  |  |  | Color, Lt Side Front, PS - Red |  |
|  |  |  | Color, Lt Side Mid DS - Red |  |
|  |  |  | Color, Lt Side Mid PS - Red |  |
|  |  |  | Color, Lt Side Rear PS - Red |  |
|  |  |  | Color, Lt Side Rear DS - Red |  |
| 3540896616 |  |  | Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light | 1 |
|  |  |  | Control, Door Int Flash - None (Doors only) Location, Light, Door Int Flash - Over Window |  |
| 355 | 0815847 |  | Connectors, Door Interior Flash, All Cabs, Weatherproof | 1 |
| 356 | 0728642 | SP | Lights, Side, WIn PS*01FCR LED, Recessed In Rr Bdy Rub Rail 2nd | 2 |
|  |  |  | Location, Lights - Centered under LS2 and RS2 in rub rail |  |
|  |  |  | Qty, - 02 |  |
|  |  |  | Color, Lights, Warning - Red Flashing |  |
|  |  |  | Color, Trim - Chrome Trim |  |


| Line | Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: | :---: |
| 3570622914 |  |  | Lights, Side, Wln M9V2** 1 st | 1 |
|  |  |  | Location, Lights - DS of cab |  |
|  |  |  | Qty, - 01 |  |
|  |  |  | Color, Lights, Warning - gla) red |  |
|  |  |  | Control, Light - b) side warning |  |
|  |  |  | Color, Lens, LED's - c)clear |  |
|  |  |  | DS Control, Scene Lts - Cab Sw Panel DS and Cab and Crew Cab Dr Sw, |  |
| 3580622791 |  |  | Lights, Side, WIn M9V2** 2nd | 1 |
|  |  |  | Location, Lights - PS of cab |  |
|  |  |  | Qty, - 01 |  |
|  |  |  | Color, Lights, Warning - gla) red |  |
|  |  |  | Control, Light - b) side warning |  |
|  |  |  | Color, Lens, LED's - c)clear |  |
|  |  |  | Control, Scene Lts - Cab Sw Panel DS and Cab and Crew Cab Dr Sw, |  |
| 3590750405 |  |  | Lights, Side, WIn PS*01FCR LED, Recessed In Rr Bdy Rub Rail | 2 |
|  |  |  | Location, Lights - Centered under LS4 and RS4 in rub rail |  |
|  |  |  | Qty, - 02 |  |
|  |  |  | Color, Lights, Warning - Amber Flashing |  |
|  |  |  | Color, Trim - Chrome Trim |  |
| 3600564654 |  |  | Lights, Rear Zn Lwr, WIn M6*, Colored Lens, For Tail Light Housing | 1 |
|  |  |  | Color, Lt DS Rear - r) DS Rear Lt Red |  |
|  |  |  | Color, Lt PS Rear - r) PS Rear Lt Red |  |
| 3610625131 |  |  | Lights, Rear, WIn M9V2** Warning Scene LED 1st | 2 |
|  |  |  | Location - Upper rear bulkhead, one each side |  |
|  |  |  | Color, Light - red |  |
|  |  |  | Qty, - 02 |  |
|  |  |  | Control, Light - a) rear upper warning |  |
|  |  |  | Color, Lens, LED's - c)clear |  |
| 3620641361 |  |  | Light, Rear Zone Up, WIn Rota-Beam R316*F LED Bcn, CIr Lns | 1 |
|  |  |  | Color, Lts, Rear Zone Upper - r)red |  |
| 363 | 0006551 |  | Not Required, Lights, Rear Upper Zone Blocking | 1 |
| 364 | 0791501 |  | Light, Traffic Directing, WIn TAL65, 36" Long LED, Aerials | 1 |
|  |  |  | Activation, Traffic Dir L - Aux Flash with Emergency Master |  |
| 365 | 0530074 |  | Location, TDL, On Top of Body Below Turntable w/Treadplate Box | 1 |
| $\begin{aligned} & 366 \\ & 367 \end{aligned}$ | 0530282 |  | Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End | 1 |
|  | 0781579 |  | Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab | 2 |
|  |  |  | Qty, - 02 |  |
|  |  |  | Location 1 - one in forward facing EMS cabinet and one in center rear facing cabinet |  |
|  |  |  | AC Power Source - Shoreline |  |
|  |  |  | Cover, Receptacle - Interior SS Wall Plate(s) |  |
| 368 | 0779722 |  | Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body | 1 |
|  |  |  | Qty, - 01 |  |
|  |  |  | Location 1 - LS2 compartment |  |
|  |  |  | AC Power Source - Shoreline |  |
|  |  |  | Cover, Receptacle - Interior SS Wall Plate(s) |  |
| 369 | 0519934 |  | Not Required, Brand, Hydraulic Tool System | 1 |
| 370 | 0649753 |  | Not Required, PTO Driven Hydraulic Tool System | 1 |
| 371 | 0771866 |  | Aerial, Ascendant 100' Aerial Tower | 1 |
| 372 | 0680821 |  | Boom Panel, Pair | 1 |
|  |  |  | Paint Color, Predefined - \#101 black |  |
| 373 | 0526890 |  | Not Required, Indicator, Extension | 1 |
| 374 | 0688232 |  | Rung Covers, Aerial Device | 1 |
|  |  |  | Rung Cover Color - Black |  |
| 375 | 0728982 |  | Box, Saw Storage, w/Cover, Base Section Above Boom Panel, 100AAT, Door Sw | 1 |
|  |  |  | Qty, - 01 |  |
|  |  |  | Finish - Painted, Aerial Device Color |  |
|  |  |  | Latch, Door, Storage - "D" Handle Latch |  |
|  |  |  | Location, Aerial Device - right side |  |
|  |  |  | Louvers - no louvers |  |
| 3760678539 |  |  | Brackets Only, Roof/Wall Ladder, Aerial Fly Section | 1 |
|  |  |  | Finish - DA Finish |  |


| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 376 |  | Roof Ladder, Make/Model - 14' Duo-Safety 875-A-DR |  |
| 3770678641 |  | Brackets Only, Pike Pole, Aerial Fly Section | 1 |
|  |  | Qty, - 01 |  |
|  |  | Pike Pole Make/Model - Duo-Safety 12' Pike Pole |  |
| 3780766887 |  | Brackets, Stokes Storage, Base Section Above Boom Panel, 100AAT | 1 |
|  |  | Qty, - 01 |  |
|  |  | Finish - Painted, Aerial Device Color |  |
|  |  | Location, Aerial Device - right side |  |
| 3790623645 |  | Aerial Stability Test, Maximum Tip Options | 1 |
| 3800770598 |  | Basket, 100AAT |  |
| 3810662436 |  | Scabbard, Temporary Vent Saw Storage, DA Finish | 1 |
|  |  | Make/Model - TBD |  |
|  |  | Length - 18.00" |  |
|  |  | Location, Aerial Basket - right |  |
|  |  | Depth Gauge, Vent Saw - With Depth Gauge |  |
| 3820677439 |  | Box, Hose Storage, Platform | 1 |
|  |  | Qty, - 01 |  |
|  |  | Latch, Door, Storage - Butterfly Latch |  |
|  |  | Location, Aerial Basket - right |  |
|  |  | Cover - cover |  |
|  |  | Hose Size, Hosebox - 50' of 1.75" |  |
| 3830803225 |  | Lights, Turntable Walkway, P25, On Scene, LED, 100AAT | 1 |
|  |  | Color, Trim - Chrome Housing |  |
| 3840767535 |  | Light, Turntable Console, TecNiq E-10, LED | 1 |
| 3850635913 |  | Turntable Walking Surface, Black | 1 |
| 3860732762 |  | Basket Heat Shields, 100AAT | 1 |
| 3870814210 |  | Control Stations, 100AAT, CL714 |  |
| 3880815152 |  | Lights, Basket Interior, 100AAT |  |
| 3890771862 |  | Stabilizers, 100AAT, Three Sets |  |
| 3900729051 |  | Stabilizer Pan and Trim Material | 1 |
|  |  | Stabilizer Panels - brushed stainless steel |  |
|  |  | Stabilizer Trim - brushed stainless steel |  |
| 3910746173 |  | Door, Stabilizer Control Box, Aerial MUX, 100AAT | 1 |
|  |  | Latch, Door, Storage - Southco C2 Chrome Raised |  |
|  |  | Hinge Location - Inboard |  |
|  |  | Door, Material \& Finish, Stabilizer - Smooth aluminum |  |
| 3920615058 |  | Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set | 1 |
| 3930771218 |  | Hydraulic System, 100AAT | 1 |
| 3940767932 |  | Swivels, w/Encoder, 36, 100AAT | 1 |
| 3950767931 |  | Electrical System, 100AAT | 1 |
| 3960783178 |  | Lights, Tip, WIn MPB* LED, Front of Basket 2lts | 1 |
|  |  | Color, WIn Lt Housing - Black Paint Lights, Tracking, WIn MPB* LED, 100AAT 2lts | 1 |
| 3970752453 |  | Color, WIn Lt Housing - Black Paint |  |
|  |  | Scene Lt Optics LH Base - L Spot |  |
|  |  |  |  |
|  |  | Scene Lt Optics RH Base - R Spot |  |
| 3980743431 |  | Basket Access, w/ Flip Down Step, Lift Bar Latch, 100AAT | 1 |
|  |  | Finish, Step Well - brushed stainless steel |  |
| 3990894586 |  | Lights, Step (4), P25, Ladder Style Access Steps, Both Sides | 1 |
|  |  | Control, Light - i) park brake |  |
|  |  | Color, Trim - Chrome Housing |  |
| 4000741191 | SP | Lighting, Rung, LED, TecNiq, 5 Section, Base/Low/Cent/Upper/Fly, 3 Colors RWB | 1 |
|  |  | Control, Aerial Rung Lighting - Platform Sw w/Aerial Mstr Lights, Stabilizer Warn (2) Sets, WIn M6*C LED, Clear Lens | 1 |
| 4010540743 |  | Color, Lt Rr Stabilzr Pan - r) Pan Light Red |  |
|  |  | Color, Lt Fr Stabilzr Pan - r) Pan Light Red |  |
| 4020068703 |  | Lights, Grote Supernova LED, Stabilizer Beam, (1) Set | 1 |
| 4030762387 |  | Lights, Stabilizer Scene, (3) sets, Amdor AY-LB-12HW012, 100AAT | 1 |
| 4040741714 |  | DC Power To Tip, 20.48 Amp, 100AAT | 1 |
| 4050737244 | SP | Light, HiViz, FT-MB-12-TR-*-*, 17.65" 12 Volt Under Corner Steps, 100AAT | 2 |
|  |  | Qty, - 02 |  |
|  |  | Location, Sw, Arl AC Lts - M)2 Pos |  |
|  |  | Color, Lt Housing HiViz - Black |  |



| Line Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: |
| 4410583454 |  | Stripe, Chevron, Rear, Diamond Grade, Aerial | 1 |
| 4420598754 |  | Color, Rear Chevron DG - fluorescent yellow green Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers | 1 |
| 4430079341 |  | Color, Reflect Band - A - p) fluorescent yellow green diamond grade Jog, In Reflective Stripe "Hockey Stick" | 1 |
| 4440008618 |  | Qty, - 01 <br> Stripe, .50 " Reflective Outline on Reflective Band | 2 |
| 4450087349 |  | Color, Reflect Band - A - i) gold Qty, - 02 <br> Stripe, Reflective, 4" Inside Compt Door | 7 |
|  |  | Location - LS1, LS2, LS4, RS1, RS2, RS4, and RS5 Color, Reflect Band - A - a) white Qty, - 07 |  |
| 4460552453 |  | Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade <br> Color, Reflect Band - A - r) red diamond grade <br> Size, Chevron Striping - 04 <br> Color, Reflect Chev - A - t) fluorescent yellow green diamond grade | 1 |
| 4470679794 |  | Stripe, Reflective, Two-Tone Paint Break with Shield, IPO Chrome Molding | 1 |
| 4480594559 |  | Lettering Specifications, (Sign Gold Process) | 1 |
| 4490685932 |  | Lettering, Sign Gold, 3.00", (41-60) | 1 |
| 4500686025 |  | Outline, Lettering - Outline and Shade Lettering, Reflective, 4.00", (61-80) | 1 |
| 4510685793 |  | Outline, Lettering - No Outline or Shade Lettering, Sign Gold, 7.00", Each | 6 |
| 4520686084 |  | Qty, Lettering - 06 <br> Outline, Lettering - Outline and Shade <br> Lettering, Reflective, 3.00", Each | 16 |
| 4530686004 |  | Qty, Lettering - 16 <br> Outline, Lettering - No Outline or Shade Lettering, Reflective, 7.00", (41-60) | 1 |
| 4540686005 |  | Outline, Lettering - No Outline or Shade Lettering, Reflective, 7.00", (21-40) | 1 |
| 4550685828 |  | Outline, Lettering - No Outline or Shade Lettering, Sign Gold, 2.00", (61-80) | 1 |
| 4560686078 |  | Outline, Lettering - Outline Lettering, Reflective, 3.00", (61-80) | 1 |
| 4570686006 |  | Outline, Lettering - No Outline or Shade Lettering, Reflective, 7.00", (1-20) | 1 |
| 4580685791 |  | Outline, Lettering - No Outline or Shade Lettering, Sign Gold, 7.00", (21-40) | 1 |
| 4590685814 |  | Outline, Lettering - Outline and Shade Lettering, Sign Gold, 4.00", (21-40) | 1 |
| 4600655896 |  | Outline, Lettering - Outline and Shade Sign Kit, Painted, Holder and Insert, Each | 4 |
| 4610741843 |  | Location - TBD <br> Qty, - 04 <br> Size - TBD <br> Lettering, Reflective, Full Width Mud Flap, 1 Color | 1 |
| 4620726273 | SP | Configuration - HALL COUNTY <br> Font, Lettering, Mud Flap - Full Block Outline, Lettering, Mud Flap - Gold outline Color, Lettering, Mud Flap - Red <br> Emblem, Maltese Cross, Reflective, 40" -46", Each | 2 |
| 4630755303 |  | $\text { Qty, - } 02$ <br> Location, Emblem - TBD <br> Artwork File, Provided on Custom USB Drive | 1 |
| 4640695610 |  | Emblem, Reflective, Per Dept. Submittal, Each | 2 |
|  |  | Qty, - 02 <br> Location, Emblem - TBD <br> Size, Dept Seal, Reflect - 16" - 18" |  |
| 4650769753 |  | Emblem, American Flag Painted on Cab Grille, All Custom Chassis | 1 |
| 4660772003 |  | Manual, Fire Apparatus Parts, USB Flash Drive, Custom | 1 |


| Line | Option | Type | Option Description | Qty |
| :---: | :---: | :---: | :---: | :---: |
| 467 | 0772037 |  | Manual, Chassis Service, USB Flash Drive, Custom | 1 |
|  |  |  | Qty, - 01 |  |
| 468 | 0773381 |  | Manual, Chassis Operation, (1) USB Flash Drive, Custom | 1 |
| 469 | 0030008 |  | Warranty, Basic, 1 Year, Apparatus, WA0008 | 1 |
| 470 | 0735523 |  | Warranty, Engine, Paccar MX13, 5 Year | 1 |
| 471 | 0684953 |  | Warranty, Steering Gear, Sheppard M110, 3 Year WA0201 | 1 |
| 472 | 0596017 |  | Warranty, Frame, 50 Year, Custom Chassis, WA0013 | 1 |
| 473 | 0595698 |  | Warranty, Axle, 3 Year, TAK-4, WA0050 | 1 |
| 474 | 0733305 |  | Warranty, Tandem Axle, 5 Year, Meritor, General Service, WA0384 | 1 |
| 475 | 0652758 |  | Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232 | 1 |
| 476 | 0019914 |  | Warranty, Structure, 10 Year, Custom Cab, WA0012 | 1 |
| 477 | 0744240 |  | Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055 | 1 |
| 478 | 0524627 |  | Warranty, Electronics, 5 Year, MUX, WA0014 | 1 |
| 479 | 0695416 |  | Warranty, Pierce Camera System, WA0188 | 1 |
| 480 | 0647720 |  | Warranty, Pierce LED Strip Lights, WA0203 | 1 |
| 481 | 0046369 |  | Warranty, 5-year EVS Transmission, Standard Custom, WA0187 | 1 |
| 482 | 0685945 |  | Warranty, Transmission Cooler, WA0216 | 1 |
| 483 | 0688798 |  | Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195 | 1 |
| 484 | 0596025 |  | Warranty, Structure, 10 Year, Body, WA0009 | 1 |
| 485 | 0693127 |  | Warranty, Gortite, Roll-up Door, 6 Year, WA0190 | 1 |
| 486 | 0734463 |  | Warranty, Pump, Waterous, 7 Year Parts, WA0382 | 1 |
| 487 | 0648675 |  | Warranty, 10 Year S/S Pumbing, WA0035 | 1 |
| 488 | 0641372 |  | Warranty, Foam System, Not Available | 1 |
| 489 | 0006999 |  | Warranty, Structure, 20 Year, Aerial Device, WA0052 | 1 |
| 490 | 0687388 |  | Warranty, Swivels, 5 Year, Aerial Device, WA0197 | 1 |
| 491 | 0685727 |  | Warranty, Hydraulic System and Components, 3 Year/5 Year, WA0200 | 1 |
| 492 | 0687327 |  | Warranty, Waterway, 10 Year, Aerial Device, WA0198 | 1 |
| 493 | 0595860 |  | Warranty, Paint, 4 Year, Aerial Device, Pro-Rated, WA0047 | 1 |
| 494 | 0553455 |  | Warranty, Electronics, 5 Year, MUX, WA0014 | 1 |
| 495 | 0595820 |  | Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057 | 1 |
| 496 | 0595412 |  | Warranty, Graphics Lamination, 1 Year, Apparatus, WA0168 | 1 |
| 497 | 0683627 |  | Certification, Vehicle Stability, CD0156 | 1 |
| 498 | 0808565 |  | Certification, Engine Installation, Enf, Paccar MX, 2027 | 1 |
| 499 | 0686786 |  | Certification, Power Steering, CD0098 | 1 |
| 500 | 0892691 |  | Certification, Cab Integrity, Saber FR/Enforcer, CD0189 | 1 |
| 501 | 0631973 |  | Certification, Cab Door Durability, Saber FR/Enforcer, CD0137 | 1 |
| 502 | 0631978 |  | Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132 | 1 |
| 503 | 0556828 |  | Certification, Electric Window, Not Available | 1 |
| 504 | 0631977 |  | Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134 | 1 |
| 505 | 0735949 |  | Certification, Cab HVAC System Performance, SFR/Enf, CD0165/CD0167/CD0174/CD0175 | 1 |
| 506 | 0545073 |  | Amp Draw Report, NFPA Current Edition | 1 |
| 507 | 0002758 |  | Amp Draw, NFPA/ULC Radio Allowance | 1 |
| 508 | 0799248 |  | Appleton/Florida BTO | 1 |
| 509 | 0000053 |  | Ascendant Tower | 1 |
| 510 | 0000012 |  | PIERCE CHASSIS | 1 |
| 511 | 0735525 |  | PACCAR MX13 ENGINE | 1 |
| 512 | 0046396 |  | EVS 4000 Series TRANSMISSION | 1 |
| 513 | 0805943 |  | WATEROUS PUMP S-100 AAT | 1 |
| 514 | 0020009 |  | POLY TANK | 1 |
| 515 | 0028047 |  | NO FOAM SYSTEM | 1 |
| 516 | 0020006 |  | SIDE CONTROL | 1 |
| 517 | 0020007 |  | AKRON VALVES | 1 |
| 518 | 0020015 |  | ABS SYSTEM | 1 |
| 519 | 0755454 |  | AERIAL MEDIUM | 1 |

POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com

January 13, 2023

## RE: Sole Source

To whom it may concern:

To provide you with the personalized level of sales, service, and warranty you deserve, Pierce has established a network of authorized dealers throughout the country. Ten-8 Fire \& Safety, LLC. is the exclusive dealer for the sale, service, parts, and warranty of custom and commercial fire apparatus manufactured by Pierce in the states of Florida and Georgia.

Ten-8 Fire \& Safety, LLC. is extremely qualified to provide you with the support you have come to expect from Pierce and has service and warranty facilities located in both states they serve.

Please contact Ten-8 Fire \& Safety, LLC. direct for sales and service support or visit their website for more information at www.ten8fire.com.

Sincerely,
Charly Hopp
Charley Hopp
Manager - Contracts and Sales Support
Pierce Manufacturing Inc.

## Sole-Source/Brand Justification

## Request Submitted By

| Name: | Bradley Martin |
| :--- | :--- |
| Job Title: | Division Chief |
| Department: | Fire Rescue |
| E-Mail Address: | bmartin@hallcounty.org |
| Date of Request: | $12 / 27 / 2023$ |

## Request Details

Sole-Source: Any contract entered into without a competitive solicitation process, based on a justification that only one known source exits or that only one single supplier can fulfill the requirements of the County.
Sole-Brand: A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

Identify efforts made to locate other possible sources.
Hall County Fire Rescue is seeking to purchase a new Pierce Enforcer 100' Mid-Mount Aerial Platform from Ten 8 Fire. Ten 8 Fire is the sole dealer for Pierce Fire Apparatus in Georgia. This will allow HCFR to keep a standardized fleet and have a certified vendor on contract (Ten 8 Fire) to complete all work that meets or exceeds manufacturer requirements and also complete warranty work. Hall County now has a total of 24 Pierce apparatus.

[^2]Desired Supplier Email: gbinion@ten8fire.com
Desired Supplier Phone Number: 706-302-7218

## Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

Ten 8 Fire is the sole dealer for Pierce Fire Apparatus in Georgia. They would provide One (1) Pierce Enforcer 100' Mid-Mount Aerial Platform based on the specifications of Hall County Fire Rescue that falls within the NPPGov Contract. The cost of the apparatus is estimated at \$2,063,514.00

## Exclusive Capability: Justifying a Sole Source/Sole Brand

Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).
This will allow HCFR to keep a standardized fleet and have a certified vendor on contract (Ten 8 Fire) to complete all work that meets or exceeds manufacturer requirements and also complete any warranty work. Hall County now has a total of 24 Pierce apparatus and the specified aerial apparatus will give Hall County Fire Rescue a leading edge apparatus that meet the needs of ISO requirements and the needs of the community.

Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.

Ten 8 Fire is the sole source dealer for Pierce Fire Apparatus in Georgia. Pierce Manufacturing is a word leader in the fire service apparatus manufacturing. They are a single source manufacturer and build all their apparatus in house. If you need parts, you have a one stop shop through Pierce, they can make your exact part as it was the day it left the factory.

Letter from Original Equipment Manufacturer (required):
Attached

|  | Purchasing Use Only |
| :---: | :---: |
| Buyer: |  |
| Buyer E-Mail Address: |  |
| Buyer Telephone: |  |
| Contract \#: |  |
| Contract Name: |  |
| If publicly solicited, number of protests: |  |
| Outcome: | Choose One |
| Bid \# (if competitively bid): |  |
| Purchase Order \#: |  |

## AGENDA ITEM

## Consent

| REPORT TO: | Work Session (01/08/24) |
| :--- | :--- |
| REPORT TO: | Voting Meeting (01/11/24) |

## ITEM NO:

SUBJECT:

719/2023
Approve the annual contract renewal for RFQ/P \#43-015 EMS Billing and Collection Services for Fire Rescue to Digitech Computer, LLC, of Chappaqua, NY.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

## Recommendation:

Approve the contract renewal for RFQ/P \#43-015 EMS Billing and Collection Services for Fire Rescue to Digitech Computer, LLC, of Chappaqua, NY for the sum of $3.59 \%$ of revenue generated.

## Purpose of Request:

Approve the contract renewal for RFQ/P \#43-015 EMS Billing and Collection Services for Fire Rescue to Digitech Computer, LLC, of Chappaqua, NY for the sum of $3.59 \%$ of revenue generated.

## Facts and Issues:

As the initial term comes to an end, Fire Rescue has requested to renew one (1) of possible four (4) year renewal options. Digitech Computer, LLC has recovered approximately $\$ 2,880,744.01$ and has been paid $\$ 103,418.71$ (3.59\%) thus far from May 2023 to November 2023.

## History:

The contract award was approved as Agenda Item \#664/2022 consent agenda on Voting Meeting 2023-01-12.

## Options:

## Funding Requested <br> Are funds within current budget? Source of Funds <br> Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? <br> Has it been reviewed by the County Attorney? <br> \$ 250,000.00 <br> Yes <br> Emergency Services <br> Yes <br> Is there a deadline for this item?

Approvals:

| Buyer | submit | approve | Purchasing |
| :---: | :---: | :---: | :---: |
| AP | JS | JS | AP |
| Budget | Finance | Attorney | Administration |
| EW | WG | WLI | CR |
| Clerk |  |  |  |

## Attachments:

Financial Supplement
EMS Billing \& Collections Annual Renewal \#1
Original Contract

## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 719/2023

Funds Requested:
\$ 250,000.00
Proposed Source of Funding:
Emergency Services

Request Budgeted: Yes
Budget Transfer Requested:
No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2024 | $271-E M E R G E N C Y$ <br> SERVICES FUND | $3630-E M S$ | $521000-$ <br> PROFESSIONAL <br> SERVICES | $\$ 125,000.00$ |
| 2025 | $271-E M E R G E N C Y$ <br> SERVICES FUND | $3630-E M S$ | $521000-$ <br> PROFESSIONAL <br> SERVICES | $\$ 125,000.00$ |
| 2024 | $271-E M E R G E N C Y$ <br> SERVICES FUND | $3630-E M S$ | $342600-E M S$ FEES | $\$-5,800,000.00$ |

## Budget Transfer Items:

## Additional Information/Comments:

bogletree@hallcounty.org Financial data is based on projected actuals.
Contact for Questions: BCBO
Phone:
x7234

Hall County Government
FINANCIAL SERVICES

## CONTRACT EXECUTION SIGNATURE REQUEST

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503
t: 770.535.8270 | f: 770.531.6711

DIRECTOR Wesley Geddings

Date: 1/4/2024
To: Richard Higgins, Chairman, Board of Commissioners
From: Andy Penick, Purchasing Manager
Your signature is requested to execute the attached Contract Renewal year two (2) of five (5).

Bid/Contract No: \#43-015-1
Contract Name: EMS Billing and Collection Services
Department(s) Requesting Contract: Fire Rescue (EMS)
Award Recipient Name: Digitech Computer, LLC
Date of Next BOC Vote: 1/11/2024
Price Increase Requested Percentage Increase: n/a
$\square$ Demand Service Contract Commodity Contract

Previous Spend: \$103,418.71
Requested Amount: 3.59\%

## $\boxtimes \quad$ Service Contract

Comments:
Contract \#43-015 is in force until January 12, 2024. As the initial one (1) year term comes to an end, Fire Rescue EMS request to renew year two (2) of possible five (5). Digitech Computer, LLC has recovered approximately $\$ 2,880,744.01$ and has been paid $\$ 103,418.71$ (3.59\%) thus far for services from May 2023 to November 2023.

This Renewal \#1 will extend the Contract until January 12, 2025 at the same rate, terms and conditions of the original contract.

## PRICE INCREASE DETAILS

Bid/Contract No: 43-015
Bid/Contract Name: EMS Billing and Collection Services
Fire Rescue EMS Department request this contract with Digitech Computer, LLC to be renewed one (1) additional year (year two of five). There are no price increases requested by the vendor.

# Hall County Government <br> FINANCIAL SERVICES 

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503
t: 770.535 .8270 | f: 770.531 .6711

DIRECTOR
Wesley Geddings

State of Georgia
County of Hall

Contract \#43-015-1

## Supplement Agreement \#1

## EMS Billing and Collection Services

December 27, 2023

Whereas, Contract \#43-015 remains in force between Hall County, Georgia (Herein "County") located at 2875 Browns Rd., Gainesville, Georgia 30504 and Digitech Computer LLC, located at 480 Bedford Road, Building 600, Second Floor, Chappaqua, New York, 10514, and

Whereas, the County desires to extend the contract period for an additional one (1) year term from January 12, 2024 through January 12, 2025 in accordance with the same Terms and Conditions of Contract \#43-015 for EMS Billing and Collection Services dated 01/12/2023, and

Whereas the Contractor has agreed to this extension and agrees to provide services previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract term for a one (1) year period through January 12, 2025,
2. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

Now Therefore, with the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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

## DIGITECH COMPUTER LLC

$\mathrm{By}: 1$
Print Name: Walter C. Pickett II
Title: Chief Operating Officer

Sworn to and subscribed before me this
$2^{n d}$ Day of January , 2023


Notary commission expires: $10 / 29 / 2026$
[Locus Sigilli - Seal or Stamp]

AMANDA COMPTON
NOTARY PUBLIC-STATE OF NEW YORK
No $0^{1} \mathrm{CO} 638$ ? 673
Qualified in Westchestertounty
My Commission Expires 10-29-2026

HALL COUNTY, GEORGIA

By.
Richard Higgins, Chairman
Hall County Board of Commissioners

Date: $\qquad$

Attestment: $\qquad$
County Clerk

Approved as to Form


# Hall County Government 

FINANCIAL SERVICES

REVENUE GENERATING CONTRACT \#43-015
EMS BILLING AND COLLECTION SERVICES

## ARTICLE \#101-INTRODUCTION

This Contract for EMS Billing And Collection Services (hereinafter referred to as "Services") is made and entered into as of $\qquad$ (hereinafter referred to as "Effective Date" or "Date of Execution") by and between Hall County, Georgia (hereinafter referred to as "The County"), located at 2875 Browns Bridge Rd., Gainesville, Georgia 30504, and a Digitech Computer LLC, located at 480 Bedford Road, Building 600, Second Floor, Chappaqua, New Your 10514, an entity that is legally registered and qualified, holding any such licenses and certifications as may be required to render Services, to do business in the State of Georgia (hereinafter referred to as the "Contractor"). The County and the Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, The parties mutually desire to enter into this Contract to document the provision of Services or other valuable consideration by the Contractor to The County in exchange for payment as compensation as a result of the competitively bid RFQ/P \# 43-015 and the Bidder's response thereof, the Scope of Work, Exhibits, Attachments and references, to The County, in consideration of the terms and conditions contained herein and the receipt and sufficiency of which are hereby acknowledged by both parties, the parties hereto agree as follows.

## ARTICLE \#102-CONTRACT

A. Contractor agrees to provide the following Services to The County as outlined below.

EMS Billing and Collection Services
B. County hereby agrees to provide the following payments as compensation to Contractor.

The amount of $3.59 \%$ of net revenue generated.

## ARTICLE \#103-NOTICES:

To the extent that either party to this Contract is required to provide notice to the other party in compliance herewith, Notice shall be provided to the following persons:

## COUNTY PROJECT MANAGER

## Attn: Chief Christie Grice

Department: Fire Rescue EMS Division Chief
Email: cgrice@hallcounty.org
Phone: 770-531-6838

## CONTRACTOR'S CONTACT INFO

Company Legal Name: Digitech Computer LLC
Attn: Digitech Computer LLC
Physical Address: 480 Bedford Rd.
Address: Bldg. 600 2nd Floor
City State Zip: Chappaqua, NY 10514
Phone: (407) 242-8120
E-mail: smetcalf@digitechcomputer.com

## COUNTY ISSUING OFFICER

## Attn: Andy Penick

Department: Purchasing
Email: apenick@hallcounty.org
Phone: (770) 531-4939

## REMIT-TO ADDRESS

Company's FEIN \#: 11-2693136
Digitech Computer LLC
Mailing Address: 480 Bedford Rd.
Bldg. $6002^{\text {nd }}$ Floord
City State Zip: Chappaqua, NY 10514
Phone:
accountsreceivable@digitechcomputer.com

## ARTICLE \#104 - EXCLUSIVE RIGHTS:

The Contract is exclusive. The County may not select other Contractors to provide Services similar to those described in this Contract unless either party terminates the Contract as outlined under Article \# 108 Termination, during the term of the Contract.

## ARTICLE \#105 - CONTRACT TERM:

A. Initial Contract Term. This Contract is effective on the date of signature shown in ARTICLE \#101 by all parties unless a future effective date is so designated on this contract, and will last for twelve (12) months from the date of execution, unless terminated by the parties pursuant to ARTICLE \#107-REMEDIES AND CONTRACT PERFORMANCE.
B. Contract Renewal. The County shall have the option, in its sole discretion, to renew the Contract for up to Four (4), One (1) Year Renewal(s). The price, terms, and conditions in effect at the time of each renewal(s) shall remain the same unless the Contract is amended by mutual agreement. Renewal(s) will depend upon the best interests of the County, available funding, and Contractor's performance. Renewal(s) will be accomplished through the issuance of a Contract Renewal Document that must be evidenced in writing by both Parties. The County does not accept nor acknowledge automatic renewals and shall have no obligations, payment or otherwise, associated therewith.
C. Contract Extension. In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new Contract for the identified Services, the County may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the County a continuous supply of the identified Services for up to one (1) year.

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

This Contract may not be modified, amended, or added to, except in writing 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;

## CONTRACT \# 43-015 EMS BILLING AND COLLECTION SERVICES

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

## ARTICLE \# 108-TERMINATION:

Either party may terminate this Contract by providing thirty (30) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section 4 above, Contractor shall provide the County with all deliverables up to the date of termination ( 30 days after the notice is provided), and the County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.
A. Termination for Convenience. Following thirty (30) days written notice, the County may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
B. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:

1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
2. The County determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur.
3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.

CONTRACT \# 43-015 EMS BILLING AND COLLECTION SERVICES
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
C. Notice of Default. If Contractor causes one or more of the default events set out in ARTICLE \#108.B. of the Contract, the County shall issue a written Notice of Default to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the County's Notice of Default to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the County may:

1. Immediately terminate the Contract for default without additional written notice;
2. 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.
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 the Contractor is required to 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 subcontractors 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 the County, 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 or upon request of the County, the Contractor shall:
5. 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.
6. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
7. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
8. 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
9. Immediately return to the County any payments made by the County for goods and services that were not delivered by the Contractor.

## ARTICLE \# 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

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

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

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

This Contract is for the benefit of the parties hereto only and is not intended to benefit any thirdparty 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 subcontractors, 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.

## CONTRACT \# 43-015 EMS BILLING AND COLLECTION SERVICES

## ARTICLE \# 114-RECORDS:

A. Public Records Request. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. § 50-18-70 et seq., require procurement records and all other records received by or prepared or maintained on behalf of the County, including, but not limited to; electronic documents, papers, letters, emails, maps, books, tapes, photographs, policies, procedures, notes, computer based or generated information, or similar material, 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, online 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 printed 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.
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 subcontractors to provide the Services described in ARTICLE \#103-DESCRIPTION OF SERVICES prior to subcontractor's performance of work.

## CONTRACT \# 43-015 EMS BILLING AND COLLECTION SERVICES

## ARTICLE \# 118- INSURANCE REQUIREMENTS:

A. Insurance Requirements. The Contractor must procure and maintain insurance policies at the Contractor's own expense and must furnish the County with a Certificate of Insurance (COI) providing evidence of proof of coverage at least in the amounts indicated in this subsection. The insurance certificate must list County as the certificate holder and as an additional insured under the commercial general, automobile and umbrella liability policies as follows: "Hall County Government, its Board of Commissioners, its officers, employees and agents, 2875 Browns Bridge Rd, Gainesville, GA 30504" The policy must protect the Contractor and the County (as an Certificate Holder and Additional Insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth herein throughout the duration of the Contract.

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

1. Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Contractor qualifies to pay its own workers compensation claims.). In addition, the Contractor must require all subcontractors occupying the premises or performing work under the Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:
a. Bodily injury by accident - per employee
\$ 100,000
b. Bodily injury by disease - per employee
\$ 100,000
c. Bodily injury by disease - policy limit
$\$ 500,000$
2. Commercial General Liability Policy with at least the following minimum coverage:
a. Each Occurrence Limit
$\$ 1,000,000$
b. Personal \& Advertising Injury Limit
\$1,000,000
c. General Aggregate Limit
\$ 3,000,000
d. Products/Completed Ops. Aggregate Limit
$\$ 2,000,000$
3. Automobile Liability with at least the minimum coverage: $\$ 1,000,000$

Combined Single Limit to cover Any Vehicle, leased or rented by the Contractor
4. Umbrella Liability, Excess Liability per Occurrence
$\$ 10,000,000$
Aggregate
$\$ 10,000,000$

It shall be the responsibility of the Contractor to require all of its subcontractors to maintain Commercial General Liability insurance with business automobile liability coverage with companics and limits as stated above, and to provide a certificate evidencing that such insurance is in effect upon request. The County shall be named as an additional insured and a copy of the policy. Endorsement must be provided with the insurance certificate.

## CONTRACT \# 43-015 EMS BILLING AND COLLECTION SERVICES

B. Insurance Certificates and General Requirements. No Contract performance shall occur unless and until the required insurance certificates are provided. The insurance certificate must reference the Contract number assigned by the County and document that the liability coverage purchased by the Contractor includes contractual liability coverage to insure the indemnity agreement as stated herein.
C. The Contractor understands and agrees that the foregoing policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the County, or until such time as other valid and effective insurance coverage acceptable in every respect to the County and providing protection equal to protection called for in the policies referenced in this ARTICLE \#118 shall have been received, accepted, and acknowledged by the County. Certificates of insurance showing such coverage to be in force shall be filed with the County prior to commencement of any work under the Contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and, unless waived or modified in writing by the County, shall be an insurer with a minimum A.M. Best Rating of "A-". All such coverage shall remain in full force and effect during the term and any renewal or extension thereof. The insurance certificate must be submitted with this Contract.
D. Waiver of Subrogation. There is no waiver of subrogation rights by either Party with respect to insurance.

## ARTICLE \# 119 - NO WAIVER:

A. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
B. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
C. Vehicles and Equipment. Contractor warrants that no County owned vehicles or equipment will be used in the performance of this Contract. 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 Contractor's compensation of $3.59 \%$ of net revenue for the Services provided pursuant to this Contract and in accordance with the prices quoted and conditions set forth in the Bidder's response which is attached hereto and incorporated into this Contract as if

## CONTRACT \# 43-015 EMS BILLING AND COLLECTION SERVICES

fully set forth herein. Payments will be made to the Contractor after acceptance of the Contractor's delivered Services by the County, and after receipt of undisputed invoice to the County.
B. Prices quoted shall be firm and fixed throughout the term of this Contract, unless otherwise Amended or Modified by mutual agreement.
C. Cost may be prorated for Services added or removed under this Contract to align cost with the remaining term of Contract.
D. It is understood that this bid or proposal is made without collusion or fraud. Contractor understands and acknowledges that collusive bidding is a violation of state and federal law and may result in the cancellation of the Contract.

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

A. The County will issue a Notice to Proceed to the Contractor, and Purchase Order(s) (herein after ' PO '). The terms of this Contract shall be incorporated by reference into any and all $\mathrm{PO}(\mathrm{s})$ issued prior to the expiration or termination of this Contract. The PO will be issued by electronic mail (e-mail) to the Contractor's representative in ARTICLE \#102. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor. POs may not be required for Revenue Generating Contracts.

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO or Notice to Proceed, which shall provide a commencement 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 solely to accountspayable@hallcounty.org and only after the Services provided have been inspected and accepted by the County. 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.
4. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

## C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in ARTICLE \#103 shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay payment pursuant to this ARTICLE \#I22 or terminate the Contract (ARTICLE \#IO8 - 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 accepled. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

## ARTICLE \#123 - PERFORMANCE AND PAYMENT BONDS, RETAINAGE

A. Bonds are not required on this contract.
B. Retainage is not required on this contract

## ARTICLE \# 124 - TAXES:

The County is exempt from Federal Excise Taxes, and the County is exempt from State and Local Sales and Use Taxes on the Services and the County's Sales and Use Tax Exemption Certificate is hereto attached to this contract.

## ARTICLE \#125 - VENUE AND GOVERNING LAW

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

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

No civil action with respect to any dispute or claim arising out of or relating to this Contract may be commenced without first giving thirty (30) calendar day's written notice to the other party 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 subsubcontract 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 subcontractor 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 acknowledge that the following listed Exhibits and Attachments are hereby incorporated into and made a part of this Contract as though expressly written herein.

### 129.1 List of EXHIBITS:

```
EXHIBIT A: Scope of Work
EXHIBIT B: Bidders Response
EXHIBIT C: Rate and Fee Schedule
```


## CONTRACT \# 43-015 EMS BILLING AND COLLECTION SERVICES

### 129.2 List of Attachments:

Attachment 1: Contractor's W-9 Form
Attachment 2: Contractor's Business License
Attachment 3: e-Verify \& S.A.V.E. Affidavit(s)
Attachment 4: Certificate of Insurance
Attachment 5: Performance and Payment Bonds (if applicable)
Attachment 6: GIS/Locations Maps (if applicable)
Attachment 7: Cone-of-Silence Affidavit
Attachment 8: Mandatory Bid Response Sheet

## 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. It is hereby declared to be the intent of the parties to this agreement to provide for separate and divisible parts, and to hereby adopt any and all parts hereof as may not be held invalid for any reason.

## ARTICLE \# 132 - 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 arise between these Terms and Conditions herein and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set herein shall supersede and govern over all Supplier'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 shall be deem as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, contractor, consultant, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5\%) of the total and not less than fifteen (15) days terms. A supplier simply
offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exception may be given to custom cut (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. Delivery shall be made to the ship-to address(s) listed on the PO and within the time specified. The Supplier must note if multiple ship-to address are used and deliver goods to the appropriate ship-to address.
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. No right or interest in the contract shall be assigned by the Supplier without written permission of The County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective 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 this 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, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and 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, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by The County shall become and remain County property and shall be delivered to The County upon request.
32. Invoices should be submitted to The County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
33. In the event that this PO is issued with 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 certifications) or has violated such certifications) by failure to carry out the requirements herein.
35. The Supplier certifies that the Supplier and/or any of its subcontractors have 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 unless otherwise denoted, freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

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

Digitech Computer LLC


Title: Chief Operating Officer

Print Name: Walter C. Pickett II

Sworn to and subscribed before me this
$9^{+n}$ Day of December, 2022

Notary Public:


Notary commission expires: $10 / 3 / 2026$
[Locus Sigilil]

JOHN TSANTAKIS
Notary Public, State of New York No. 01TS5034050 Qualified in Putnam County
Commission Expires October 3, 2026

## HALL COUNTY, GEORGIA

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

Attestment: $\qquad$
County Clerk, Deputy County Clerk

Sworn to and subscribed before me this
$\qquad$ Day of $\qquad$ 2022

Notary Public: $\qquad$
Notary commission expires: $\qquad$
[Locus Sigili]
APPROVED AS TO FORM:

Van Stephens, County Attorney
William Linkous, Deputy County Attorney

## AGENDA ITEM

## Consent

| REPORT TO: | Work Session (01/08/24) |
| :--- | :--- |
| REPORT TO: | Voting Meeting (01/11/24) |

ITEM NO:

SUBJECT:

## 702/2023

Approve the award of IFB \#029-44 Furnish and Install One (1) Replacement Generator at Fire Station \#9 for Fire Rescue to DeHart and Hill Electric, Inc. of Cumming, GA, in the amount of $\$ 70,889.00$.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

JS

## Recommendation:

Approve the award of IFB \#029-44 Furnish and Install One Replacement Generator at Hall County Fire Station \#9 to DeHart and Hill Electric, Inc of Cumming, GA, in the amount of $\$ 70,889.00$.

## Purpose of Request:

Approve the award of IFB \#029-44 Furnish and Install One Replacement Generator at Hall County Fire Station \#9 to DeHart and Hill Electric, Inc of Cumming, GA, in the amount of $\$ 70,889.00$.

## Facts and Issues:

This IFB \#029-44 is to replace the existing 35KW Kohler generator currently in use. Two bids were received fromDeHart and Hill Electric and Capital City Electrical Services.

Staff recommends awarding this IFB to DeHart and Hill in the amount of $\$ 70,889.00$ as their new unit will be larger ( 48 KW ) and comes with a 5 -year warranty at no additional cost. Where as Capital City bid an additional $\$ 11,000.00$ for an additional four (4) years on the warranty.

## History:

DeHart and Hill Electric has included an additional four (4) years on the warranty at no additional cost to the County.

## Options:

| Funding Requested | $\$ 70,889.00$ |
| :--- | :--- |
| Are funds within current budget? | Yes |
| Source of Funds | Fire Services |

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

| Buyer | submit | approve | Purchasing |
| :---: | :---: | :---: | :---: |
| AY | JS | JS | AP |
| Budget | Finance | Attorney | Administration |
| TS | WG | WLI | CR |
| Clerk |  |  |  |

## Attachments:

Financial Supplement
Contract
IFB
Bid Tab

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

## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT <br> AGENDA ITEM 702/2023

Funds Requested: $\quad \$ 70,889.00$
Proposed Source of Funding:
Fire Services

Request Budgeted: Yes
Budget Transfer Requested:
No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2024 | $350-$ CAPITAL <br> PROJECTS FUND | $3520-$ FIRE RESCUE | $542500-$ OTHER <br> EQUIPMENT | $\$ 70,889.00$ |

Budget Transfer Items:

Additional Information/ Comments:
Lamar Jones, 770-531-6823
Contact for Questions: BM
Phone:
770-531-6774

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503
t: $770.535 .8270 \mid f: 770.531 .6711$

DIRECTOR
Wesley Geddings

Hall County Government
FINANCIAL SERVICES
CONTRACT FOR SERVICES
STATE OF GEORGIA COUNTY OF HALL

For the provision of

# FURNISH AND INSTALL ONE REPLACEMENT GENERATOR At Hall County Fire Station \#9 

ARTICLE \#101 - INTRODUCTION

This Contract for Furnish And Install One (1) Replacement Generator (hereinafter "Services") as entered into on 12/5/2023 and with an Effective Date of $\qquad$ , is by and between; Hall County, Georgia, Board of Commissioners, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and DeHart and Hill Electric, Inc (Hereinafter "Contractor"), located at 455 Tolbert St, Cumming, GA 30040 . 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 will become legally binding and executed upon signature by both parties, and

Whereas, this Contract is the result of the competitively Bid or cooperative contract \# 029-44, the Contractor's bid response, acceptance of the Scope of Work, its Exhibits, Attachments, and references 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 attached as the Scope of Work.
B.

County hereby agrees as good and valuable compensation as provided in the attached bidder's response entitled Exhibit C - Mandatory Cost Proposal Worksheet, as incorporated herein by reference, (including Performance \& Payment Bonds and all permits if required) shown below:

Contractor is to invoice the County after substantial completion of project in arrears. County will pay Contractor progress payments as further described herein;
C. Price Escalation Clause. (Not applicable) Contractor may request up to, but no more than, a three-percent (3\%) price escalation adjustment to this contract at each time of contract renewal.

## 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

## Bradley Martin

Division Chief
Hall County Fire Rescue
bmarting@hallcounty.org
Ph (678) 343-0636

## COUNTY ISSUING OFFICER

Andrew Youngblood
Issuing Officer
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
Andrew.youngblood@hallcounty.org
Ph: (770) 531-4940

REMIT-TO ADDRESS (if different).

## CONTRACTOR'S CONTACT INFO

Name Shawn J. Hill
Title Owner
Company Name DeHart and Hill Electric, Inc
Address 1455 Tolbert St
Address 2 Cumming, GA 30040
Email sjhill@dehartandhillelectric.com
Phone (678) 947-3650

## ARTICLE \#104 - NON-EXCLUSIVE RIGHTS:

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

## ARTICLE \#105-CONTRACT TERM:

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

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

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

## ARTICLE \# 107 - REIVIEDIES AND CONTRACT PERFORMIANCE:

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, acts of war, civil unrest, 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, 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 defauit 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-ofDefault 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:
7. Immediately terminate the Contract for default without additional written notice.
8. 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,
9. 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:
5. 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.
6. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
7. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
8. 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
9. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
H. Liquidated Damages. In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

## ARTICLE \# 109 - NO DEFENSE OR INDEMNIFICATION BY COUNTY:

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

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

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

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

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

## ARTICLE \#112 - SUPERSEDES FORMER CONTRACTS

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

## ARTICLE \#113 - SEVERABILITY:

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

## ARTICLE \# 114 - RECORDS:

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

## ARTICLE \# 115 - ADDITIONAL TERMS:

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

## ARTICLE \# 116 - WAIVER:

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

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

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

## ARTICLE \# 118- INSURANCE REQUIREMENTS:

Workers Compensation Insurance: Required for all contracts.
a. $\$ 500,000$ Bodily Injury by Accident Each Accident
b. $\$ 500,000$ Bodily Injury by Disease Each Disease
c. $\$ 500,000$ Bodily Injury by Disease Each Employee

Additional Provisions: Waiver of Subrogation. The insurer agrees to waive all rights of subrogation against Hall County Board of Commissioners (BOC), its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for Hall County BOC; but this provision applies regardless of whether or not Hall County BOC has received a waiver of subrogation from the insurer.

## General Liability Insurance: Required for all contracts.

a. \$2,000,000 General Aggregate
b. $\$ 2,000,000$ Products \& Completed Operations Aggregate
c. $\$ 1,000,000$ Each Occurrence

| d. | $\$ 1,000,000$ | Personal \& Advertising Injury |
| :--- | :--- | :--- |
| e. $\$ 500,000$ | Damages to Premises / Fire / Legal |  |
| f. $\$ 5,000$ | Medical Payments |  |

Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.
a. $\$ 1,000,000$ Combined Single Limit OR
b. $\$ 500,000$ per Person
c. $\$ 500,000$ per Occurrence
d. $\$ 100,000$ Property Damage
e. $\$ 1,000$ for Medical Payments (no fault coverage)

## Additional Provisions:

a. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entitjes
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 (If 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. $\$ 50,000 \quad$ Cyber Extortion/Ransom Payments

Additional Provisions: (If applicable): Coverage shall include at a minimum:
a. Information Security \& Privacy Liability
b. Regulatory Fines and Penalties
c. Payment Card Industry ( PCl ) - 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: (If 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 $\mathrm{PO}(\mathrm{s})$ issued prior to the expiration or termination of this Contract. The County will issue the PO by electronic mail (e-mail) to the Contractor's representative in ARTICLE \#103 - NOTICES. A PO is considered "issued" when the e-mail containing the PO is sent by the County to the Contractor.

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

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

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

## C. Unsatisfactory Performance; Delay of Payment.

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in ARTICLE \#103 shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay or deny payment pursuant to this ARTICLE \#122 or terminate the Contract (ARTICLE \#108 - TERMINATION PROVISIONS).
2. Delay of Payment Due to Contractor's Failure. If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs as liquidated damages from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.
D. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the County any sum under the terms of the Contract, pursuant to any
judgment, or pursuant to any law, the County may set off the sum owed by the Contractor against any sum owed to the Contractor, in the County's sole discretion.
E. Final Payment. Contractor shall issue an invoice for final payment to the County no later than thirty (30) days following the expiration or termination date of the Contract.
F. The Contractor must not "Factor or Assign Payments" to another or a financial institution. The County will only pay the party to whom it is contracted with. The County will not in any circumstances pay a third-party.

## ARTICLE \#123 - PERFORMANCE AND PAYMENT BONDS

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

The Contractor must provide all required bonding instruments to the County prior to commencement of any work. The County will consider any work done prior to the receipt of bonding instruments as null-and-void and thus not eligible for compensation.

## ARTICLE \#124 - RETAINAGE

The County will retain (not required) funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent ( $5 \%$ ) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

## ARTICLE \#125 - VENUE AND GOVERNING LAW

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

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

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

## ARTICLE \# 127- GEORGIA SECURITY AND IMMMIGRATION COMPLIANCE ACT (E-Verify):

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. § $1324 a$ and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the llegal 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 all 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.

## 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 TERIMS 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-ofUnderstanding 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-allmedia 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 prepaid 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.


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DIRECTOR Wesley Geddings

## Hall County Government

FINANCIAL SERVICES

## EXHIBIT C

IFB \# 029-44
Furnish And Install One (1) Replacement Generator At Hall County Fire Station \#9


Instructions:

| Line | Lump Sum |
| :--- | :---: |
| Replace One (1) Standby Generator per <br> specifications | $70,889.00$ |
| Alternate/add \#1 Higher KW not to <br> exceed 200 amp transfer switch option | $\mathrm{N} / \mathrm{A}$ |
| Alternate/add \#2 Preventive <br> Maintenance Agreement Years 2-5 <br> option | $\mathrm{N} / \mathrm{A}$ |
|  | $\$ 70,889.00$ |

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

COMPANY'S FULIL LEGAL. NAME


Print Name: Shown J. Hill
Title: Owner

HALL COUNTY, GEORGIA

By.
Richard Higgins, Chairman
Hall County Board of Commissioners

Date: $\qquad$

Sworn to and subscribed before me this
19U(1) Day of DCCOnBER, 2023
Attestment: $\qquad$
County Clerk


Notary commission expires: $10 / 5 / 2026$


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t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

## INVITATION TO BID IFB \#029-44

For the provision of services to:

# FURNISH AND INSTALL ONE REPLACEMENT GENERATOR At Hall County Fire Station \#9 

Hall County, Georgia, (Herein "County") Fire Rescue, is seeking qualified contractors to Furnish And Install One (1) Replacement Generator replace existing generator and furnish and install one (1) new generator at Hall County Fire Station \#9 located at 5040 Poplar Springs Road Gainesville, GA. (herein "Services").

This is a turnkey project to provide all materials, equipment, labor, and supervision. The project includes removing and disposing of the existing generator. The County seeks to award one (1) contractor for the project.

Date IFB Issued: Monday, 11/07/2023
Mandatory Pre-Bid On-Site Visit Dates:
Bidders are required to attend one Pre-Bid meeting on either of these two dates;
Monday, November 27, 2023, 9:00am or
Wednesday, November 29, 2023 9:00am
Located at Fire Station \#9 located at 5040 Poplar Springs Road Gainesville, GA.
Bid Due Date: Thursday, 12/07/2023, 2:00pm
Project Manager: Bradley Martin, Division Chief of Support Services, Hall County Fire Rescue. Phone (678) 343-0636, bmartin@hallcounty.org

Bidding Process: The County is now accepting sealed bids for the provision of services to Replace Existing Generator and Furnish and Install one (1) new Standby Generator at Fire Station \#9, in the County's Purchasing Division, located on the fourth ( $4^{\text {th }}$ ) floor at the Hall County Government Center, 2875 Browns Bridge Road, Gainesville, GA 30504, until 2:00 p.m., EST, Thursday, December 7, 2023.

The County will make any extension of the bidding period by a formal written addendum and publicly posted. Bidders must submit two (2) copies of the bid along with all mandatory documents, signed affidavits and Exhibit C - Mandatory Cost Proposal in hardcopy and also include on one (1) USB Flash Drive with all documents. Emailed bids are not acceptable.

Proposal Documents: Bidders may download bid submittal documents via the County's Website at https://www.hallcounty.org/Bids.aspx , then choose REPLACE STANDBY GENERATOR, and download the bid packet.

General Qualifications: Bidders must be in the regular business of providing similar services, be licensed, insured, and bonded to do so in the State of Georgia. A Bid bond is not required but a Letter of Bondability, in the case of an award, is required.

Bid Retention: Bidders may not withdraw their bid after the bid opening. Bids must be valid for one-hundred and twenty calendar days (120). The County reserves the right to retain all bids submitted and use any idea(s) in a bid regardless of award. The County shall have the right to waive any informality or irregularity of immaterial deviation in any bid received. All forms and documents entitled 'Mandatory' must be completed and returned with the bid. Please sign the sample contract.

Award Process: The County reserves the option to reject any or all bids, in whole or part, or to select any bidder, without liability on part of the County to the Bidder to complete the described Work. The County will award the project to one (1) company to perform all work to the lowest cost, responsible and responsive bidder. The Bidder expressly understands that the County may reject bids for any reason

### 1.0 SCOPE OF WORK

Remove and dispose of existing natural gas Kohler generator and transfer switch and install new 35 KW Diesel Generator with matching (same Mfg.) 200 amp Transfer Switch. Cap existing Natural gas line as close to the ground as possible. Modify or replace the concrete pad to accommodate the new generator.

### 1.1 SPECIFICATIONS

A. The Emergency Power System must provide an alternate AC power source for load, in the event there is an interruption of normal utility power. When required, the unit must automatically transfer the load from the normal power source to the standby emergency generator. Upon return of normal power, the load shall be automatically transferred back to the normal power source and the emergency generator shall automatically shut off, after a cool-down period.
B. The extent of Emergency Power Systems (EPS) work is indicated by the requirements of this Section. Provide a complete automatically operated electric generating set of the size, type, and operating characteristics described, completely installed, tested, and operative. All equipment, labor, and materials necessary to accomplish this must be included, and the coordination of all required equipment and materials shall be the responsibility of one manufacturer, who has an approved experience record in furnishing similar equipment.

### 1.2 QUALITY ASSURANCE:

A. Manufacturers: The following manufacturers are acceptable provided they meet all requirements of the specifications: Generac or equal in fit, form and function.
B. Geographic Location: The installation/service center must be located within 100 miles of Hall County.
C. Requirements:

1. The installation/service center shall be factory-authorized and must be certified, in writing, by the manufacturer, as being responsible for installation and warranty work and must be capable of performing work on the engine, generator, battery charger, fuel system, automatic transfer switch, and all accessories that make up the complete emergency power system.
2. The installation/service center shall provide on-site service within 4 hours of receipt of Service request.
3. The installation/service center shall maintain adequate levels of repair parts inventory.

### 1.3 MANUFACTURER TESTING:

A. Design prototype testing - Must be performed on similar models of the unit furnished on this project.
B. Final production testing of the engine/generator and automatic transfer switch -
C. Field testing, by the manufacturer's local representative.
1.4 Environmental Protection Agency emissions regulation compliance. The generator assembly shall comply with EPA Tier regulations with respect to the specified size.

### 1.5 SERVICE / MAINTENANCE AGREEMENT:

A. The engine/generator supplier shall provide a service/maintenance contract covering a minimum of one year of operation, from the date of Substantial Completion. There shall be no deductible costs, or other costs, to the Owner for these services. All costs shall be included in the bid for this project. The agreement shall be made in the name of the Owner. The service/maintenance agreement applies to the following items of equipment:

1. Engine-Generator Set.
2. Automatic Transfer Switch.
B. The Maintenance agreement shall include the following and also shall include services per the equipment manufacturer's applicable instruction manual:
3. Lube, oil, and filter change
4. Fuel filter change
5. Engine tune-up with parts
6. Service/replace air cleaner
7. Check the coolant level
8. Test anti-freeze and adj.
9. Inspect cooling system hoses
10. Service/replace belts as required
11. Check engine heater operation
12. Check the generator set for fuel, oil, and coolant leaks
13. Check air intakes and outlets
14. Drain exhaust line
15. Inspect silencer
16. Check battery charger operation and charge rate
17. Check battery electrolyte levels and specific gravity
18. Emergency system operation with load applied for one one-hour period
19. Frequency check/governor adj.
20. Check the transfer switch and accessory operation
21. Check engine alternator charge rate
22. Check engine-generator gauge and indicator operation
23. Check generator set controller operation including shutdown functions and emergency stop
24. Check generator output voltage and adjust as necessary
C. Maintenance shall be performed at intervals stated in the equipment manufacturer's applicable instruction manuals except that the minimum service visits shall be four per year.
D. Maintenance shall be performed during the owner's normal working hours. Arrangements will be made with the owner within 24 hours prior to each service call in order to secure access to the equipment.
E. The servicing agent will supply labor, supplies, parts, and test equipment, as necessary to perform the service and preventative maintenance, at no additional cost.
F. The service agreement shall include labor, supplies, and replacement parts to restore the system to operating condition, whether due to normal wear and tear or defects in workmanship or materials.
25. Response to service calls shall be made within 4 hours.
H. The servicing agent shall maintain a complete service history and necessary drawings and service procedure data for reference in the service of the equipment. The agreement does not include any expense to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, alteration of equipment, or improper operation. The servicing agent shall maintain a representative stock of replacement parts for the complete emergency system and a competent factory-trained service organization.
I. After each inspection, the owner will be furnished a written report detailing any conditions found and advising further service required, if any, to ensure the operating dependability of the equipment under contract.

### 1.6 COMPREHENSIVE WARRANTY:

The standby electric generating system components, complete genset, and instrumentation panel shall be warranted by the manufacturer against defective materials and factory workmanship for a period of five (5) years. Such defective parts shall be repaired or replaced at the manufacturer's option, free of charge for parts, labor, and travel. The warranty period must commence when the standby power system is first placed into service. Multiple warranties for individual components (engine, alternator, controls, etc.) will not be acceptable. Satisfactory warranty documents must be provided. Also, in the judgment of the specifying authority, the manufacturer supplying the warranty for the complete system must have the necessary financial strength and technical expertise with all components supplied to provide adequate warranty support.

### 1.7 PRODUCTS

A. The system shall have the following characteristics:

1. 35 kW, for Continuous Standby Service; based on use in outdoor housing - geographic location Gainesville, GA, USA.

NOTE: amps output and breaker amps shall not exceed the ampacity of the existing wire that feeds from the existing generator to the new transfer switch in the bay.
B. 3-phase, 4W, 208/120 Volts.
C. Provide monitoring and controls necessary to achieve the following sequence of
operation:
D. Transfer the emergency system load within the 10 -second interval required by NFPA 110.
E. After the emergency load has been stabilized, transfer the optional standby load. Time delay shall be field selectable, 1-5 minutes. Set for 1 minute.
F. The isochronous governor must be capable of $+.25 \%$ steady-state frequency regulation.
G. Air Cleaner: Dry element with restriction indicator.
H. Lube Oil Capacity: 12 US Quarts, API CD 15W-40
I. Lube Oil Filter: Single spin-on, full flow.
J. Positive displacement, full-pressure lubrication oil pump, cartridge oil filters, dipstick and oil drain.
K. Cooling system: High ambient 122 deg F unit mounted radiator, blower fan, water pump and thermostat.

1. Salient-pole, brushless, 12 lead reconnectable type; self-ventilated, drip-proof housing; amortisseur rotor windings and skewed for smooth voltage waveform. NEMA Class H insulation with fungus-resistant epoxy varnish. Brushless excitation system controlled by solid-state, anti-tracking voltage regulator capable of maintaining +/- $2 \%$ for any constant load from 0 to $100 \%$ of rating. Provide individual adjustments for voltage range, stability, and volts/hertz operations.
2. Voltage dip not to exceed $20 \%$ with one-second recovery within $2 \%$ of rated voltage, for one-step loads 0 to $90 \%$ of the rating.
3. Shall sustain at least $250 \%$ rated current for a minimum of 10 seconds, based on a 3 -phase symmetrical fault.
4. Integral thermal-magnetic circuit breaker on output, coordinated not to trip under the conditions described above.

### 1.8 CONTROLLER:

A. Set-mounted, microprocessor-based, with vibration isolation. Modular construction to allow field replacement and for field testing without starting the generator. Controller shall include:

1. Fused DC circuit
2. Complete two-wire start/stop control which shall operate on closure of remote contact device(s).
3. Speed-sensing and a second independent starter motor disengagement system shall protect against starter engagement with a moving flywheel. Battery charging alternator voltage will not be acceptable for this purpose.
4. The starting system shall be designed for restarting in the event of a false engine start, by permitting the engine to completely stop and then re-engage the starter.
5. Cranking cycler with 15 -second ON and OFF cranking periods. Crank control shall provide at least two cranking periods. Each cranking attempt shall be separated by appropriate rest periods. A sensing device shall automatically disconnect the starting circuit when the engine has started. If the engine has not started at the completion of the starting program, the over-cranking signal shall so indicated. The engine starting controls shall be locked out and no further starting controls shall be locked out and no further starting attempts shall take place until the over cranking device has been manually reset. A selector switch shall be incorporated into the automatic engine start and stop controls. It shall
include an "off" position that prevents manual or automatic starting of the engine; a "Manual" or "hand-crank" position that permits the engine to be started manually by the pushbutton on the control cabinet and an "automatic" position that readies the system for automatic start or stop on demand of the control system.
6. Over crank protection is designed to open the cranking circuit after 75 seconds if the engine fails to start.
7. Circuitry to shut down the engine when signal for high coolant temperature, low oil pressure or over speed are received.
8. Engine cool down timer factory set 5 minutes to permit unloaded running of the standby set after the transfer of the load to normal.
9. Three-position (Automatic-OFF-TEST) selector switch. In the TEST position, the engine shall start and run regardless of the position of the remote starting contacts. In the Automatic position, the engine shall start when contact in the remote control circuit closes and stop 5 minutes after this contact opens. In the OFF position, the engine shall not start even though the remote start contacts close. This position shall also provide for immediate shutdown in case of an emergency. The rest of any fault shall also be accomplished by putting the switch in the OFF position.
10. Indicating lights to signal:
a. Auxiliary Pre-alarm (Yellow)
b. Auxiliary Safety Shutdown (Red)
c. Switch "OFF" (Flashing Red)
d. Over crank (Red)
e. Emergency Stop (Red)
f. High Water Temperature (Red)
g. Over speed (Red)
h. Low Oil Pressure (Red)
i. Battery Charger Fault (Red)
j. Low Battery Voltage (Red)
k. Low Fuel (Red)
I. System Ready (Green)
m. Anti-High Water Temperature (Yellow)
n. Anti-Low Oil Pressure (Yellow)
o. Low Coolant Temperature (Red)
p. Test button for indicating lights.
q. Alarm Horn with silencer switch per NFPA 110.
r. Terminals shall be provided for each signal in 8.10 above, plus additional terminals for common fault and common pre-alarm.

### 1.9 INSTRUMENT PANEL:

The instrument panel shall include:

1. Dual range voltmeter 3-1/2 inch, $2 \%$ accuracy.
2. Dual range ammeter phase selector switch.
3. Voltmeter-ammeter phase selector switch.
4. Lights to indicate high or low meter scale.
5. Direct reading pointer-type frequency meter $3-1 / 2$ inch, $.5 \%$ accuracy, 45 to 65 Hz scale.
6. Panel illuminating lights.
7. Battery charging voltmeter.
8. Coolant temperature gauge.
9. Oil pressure gauge.
10. Running time meter.
11. Voltage adjust rheostat.

### 1.10 MOUNTING BASE:

A. The engine generator shall be skid-mounted on two, iron " $I$ " or " $C$ " type channels. The design shall provide vibration isolation between the genset and the mounting base.
B. The frame design shall not inhibit easy access to the oil pan after the genset has been installed. Installations which require the use of a pump to drain the oil are not acceptable.

### 1.11 ACCESSORIES:

A. The following accessories shall be installed:

1. Block Heater, 120 Volt AC. Thermostatically controlled and sized to maintain engine coolant at 90?F (32?C) to meet the start-up requirements of NFPA 110, Level 1.
2. Generator strip heater, 120 volts, single phase for high humidity applications.
3. Over voltage protection will shut down the unit after one second of $15 \%$ or more overvoltage. Note: Sensitive equipment may suffer damage in less than one second of an overvoltage condition. On-line equipment requiring faster shutdown should have its own overvoltage protection.
4. Weather housing, constructed of rugged steel, cleaned, phosphated, and electrocoat painted inside and out with rust inhibiting primer and exterior coat of the manufacturer's standard color. Provide hinged, double doors on each side to give easy access to the genset, and a rear door to allow access to the control panel. All door handles shall be key-lock type. Skid and floor design shall include a removable panel below the engine oil pan. All shelters shall come ready for job installation. Top-mounted exhaust silencer with rain shield over the exhaust opening. Note: A 120-volt battery box heater shall be included.
5. Battery rack, battery cables, 12-volt batteries capable of delivering the required minimum cold-cranking amps are required at 0 ? $F$.
6. 10-Ampere automatic float and equalize battery charger with $+/-1 \%$ constant voltage regulation from no load to full load over $+/-10 \%$ AC input line variation, current limited during engine cranking and short circuit conditions, temperature compensated for ambients from -40 ? $C$ to +60 ? $C, 5 \%$ accurate voltmeter and ammeter, fused, reverse polarity and transient protection. Provide alarm circuit board to meet the requirements of NFPA 110 for low battery voltage, high battery voltage, and battery charger malfunction.
7. Gas-proof, seamless, stainless steel, flexible exhaust connection, and engine exhaust silencer rated for critical application. Exhaust noise shall be limited to 85 dBA as measured at 10 feet in a free-field environment.
8. Provide and locate an annunciator adjacent to the fire alarm control panel. Provide all wiring between the remote annunciator and generator set if existing wiring is not usable.

### 1.12 AUTOMATIC TRANSFER SWITCH:

A. The automatic transfer switch shall consist of a power transfer module and a control module, interconnected to provide complete automatic operation. Enclosure type shall be NEMA 1. The automatic transfer switch shall be mechanically held and electrically operated by a single solenoid mechanism energized from the source to which the load is to be transferred. The switch shall be rated for continuous duty and be inherently double throw. The switch shall be an open transition (break before make) and be mechanically interlocked to ensure only one
of two possible positions - normal or emergency. The automatic transfer switch shall be suitable for use with and supplied by the manufacturer of the standby generator to be furnished for this project. The switch shall be 4-pole, rated for use on a 208Y/120V, 3-phase, 200 amp 4-wire system.
B. Automatic transfer switches utilizing components of molded-case circuit breakers, contactors, or parts thereof which have not been intended for continuous duty or repetitive load transfer switching is not acceptable.
C. All main contacts shall be of silver composition. The operating transfer time in either directions shall not exceed one-sixth (1/6) of a second.
D. The control module shall be supplied with a protective cover and be mounted separately from the transfer switch for ease of maintenance. The interconnecting wiring harness shall include a disconnect plug to disconnect all wires including both sources of control power for routine maintenance.
E. Sensing and control logic shall be solid-state and mounted on plug-in printed circuit boards. Printed circuit boards shall be keyed to prevent incorrect installation. Interfacing relays shall be industrial control grade plug-in type with dust covers.
F. This group contains all of the following:

1. Voltage and Frequency Sensing
2. Time Delays
3. Engine Control Contacts
4. Test Switch
5. Indicators
G. Provide the following accessories:
6. Engine generator exercising timer with a toggle switch to select load, no-load operation.

Adjustable in 15 -minute increments. Factory set at 20 minutes minimum each week unless otherwise specified.
2. Overlapping neutral transfer contact.
H. Inspection of all contacts (movable and stationary) shall be possible from the front of the switch without disassembly of operating linkages and without disconnections of power conductors. A manual operating handle shall be provided for maintenance purposes.
I. The automatic transfer switch shall conform to the requirements of NEMA Standard ICS2-447 and Underwriters Laboratories UL 1008.
J. The complete automatic transfer switch shall be tested to ensure proper operation of the individual components and correct overall sequence of operation and to ensure that the operating transfer time, voltage, frequency, and time delay settings are in compliance with the specification requirements. Submittals for approval shall include wiring diagrams, dimensional data, and a complete description of the operation.
K. The transfer switch shall be furnished with an operator's manual providing installation and operating instructions.

### 1.13 FUEL FACILITIES:

A. Sub-base fuel storage tank shall be supplied. The tank shall be Double Wall design with a minimum of 24 hours of operation at full load capacity. The tank shall be made of corrosionresistant steel. Provide an automatic leak detection system in the space between the walls, supply vents, lockable fill, level gauge, and fuel lines as required. The fuel Tank shall be UL-listed and labeled.
B Hall County will provide/fill the generator with diesel
C. Provide factory representative to conduct startup and testing. Testing shall comply with the requirements of NFPA 110, paragraph 5-13, "Installation Acceptance". Provide a resistive load
bank to conduct the tests.
D. Upon completion of testing, the factory representative shall provide 4-hours of on-site training of the Owner's designated personnel.
E. All wiring and interconnections shall be in accordance with commercial electrical standards. Installation drawings and complete wiring diagrams shall be furnished to the Owner.

Mandatory on-site meeting will be held by appointment only with the County Project Manager. Only signed attendees of this meeting will be allowed to bid!

Alternate/add \# 1: Offer additional cost for a higher KW generator IF existing wire from the generator to transfer switch will accommodate. Do not exceed the capacity of the new 200 amp transfer switch

Alternate/add \# 2 to provide the cost for additional Preventive Maintenance (as described for year one) for years 2 through 5.

Give estimated lead times for completion after the job is awarded.

### 2.0 SUBMISSION OF BIDS

2.01 Complete and include all the Mandatory Exhibit Documents shown below in 2.03. Failure to include any of the mandatory documents listed may result in disqualification. All responses must be in writing.

Bidders must submit their signed response in a sealed envelope clearly marked with "INVITATION FOR BID \#029-44" on the outside and on a USB drive. The submittal must have an original signature on the bid. Faxed or emailed bids are not accepted.

Follow these instructions carefully. Complete and return the following included in your bid envelope. Do not email your bid response.

Exhibit A - Mandatory Bid Response Sheet
Exhibit B - N/A
Exhibit C - Mandatory Cost Proposal Worksheet
Exhibit D - Mandatory Completed W-9 Form
Exhibit E - Mandatory E-Verify Affidavit
Exhibit F - Mandatory Ethics Affidavit
Copy of Business License
Letter of Bondability
Copy of Certificate of Insurance
2.04 Bids openings are open to the public and bidders may attend but are not required to do so. All bids, supporting materials and correspondence relating to this IFB become property of Hall County when received. Bidders can submit bids to the following address by the deadline date and time:
2.05 Hand Delivery/FedEx/UPS/USPS/Courier:

Andrew Youngblood
Issuing Officer
Hall County Government Center

Purchasing Division - 4th Floor, 2875 Browns Bridge Road,
Gainesville, Georgia 30504

Mailing Address:

Andrew Youngblood
Issuing Officer
Purchasing Division - 4th Floor
P.O. Drawer 1435

Gainesville, GA. 30503

### 3.0 BID PREPARATION

Bidder bears all responsibility for expenses incurred in responding to this IFB such expenses to be borne exclusively by the proposer.

If you desire to submit a "NO BID", response then please indicate by checking here:
$\qquad$ No Bid. List reason for no bid $\qquad$

| IFB \#: | 029-44 Furnish and Install 1 Replacement Genrator at Hall County Fire Station \#9 | DeHart \& Hill Electric | Capital City Electrical Services |
| :---: | :---: | :---: | :---: |
|  |  | Cumming, GA | Norcross, GA |
| ITEM NO. | ITEM DESCRIPTION | PRICE | PRICE |
| 1 | Generator | \$70,889.00 | \$59,225.00 |
| 2 | Extended Warranty (for years 2-5) | N/A | \$11,000.00 |
|  |  |  |  |
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## RECOMMENDED AWARD:

## BUDGET AMOUNT:

TOTAL AWARDED AMOUNT:
BIDS MAILED:
HALL:
BIDS RECEIVED: 2 ( 0 -NO BIDS) HALL:
FUNDS:

| 029-44 Furnish and Install 1 Replacement Genrator at <br> Hall County Fire Station \#9 |  |  |  |
| :--- | :--- | :--- | :--- |
|  |  |  |  |
| ITEM DESCRIPTION | PRICE |  |  |
| Generator |  |  | PRICE |
| Extended Warranty (for years 2-5) |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

## ENDED AWARD:

## AMOUNT:

## NARDED AMOUNT:

## LED: <br> HALL:

;EIVED: 2 (0 -NO BIDS) HALL:

| 029-44 Furnish and Install 1 Replacement Genrator at <br> Hall County Fire Station \#9 |  |
| ---: | ---: |
| ITEM DESCRIPTION |  |
| Generator | PRICE |
| Extended Warranty (for years 2-5) |  |
|  |  |
|  |  |
|  |  |

## ENDED AWARD:

## AMOUNT:

NARDED AMOUNT:
LED: HALL:
:EIVED: 2 ( 0 -NO BIDS) HALL:

## AGENDA ITEM

## Consent

REPORT TO: Work Session (01/08/24)
REPORT TO:
Voting Meeting (01/11/24)
ITEM NO:
692/2023
SUBJECT: Approve the 2024 Intergovernmental Agreement (IGA) between Hall andDawson Counties which facilitates sharing the cost of two positions 50/50.

## Meetings:

## Work Session Date:

## 01/08/24

## Executive Summary:

## Presenter:

Recommendation:
Approve.

## Purpose of Request:

Continue IGA agreement between Hall and Dawson, Dawson County pays Hall County $50 \%$ for the amount to employee 2 Hall County Employees, an attorney postion, and a Investigator postion.

## Facts and Issues:

The expense required to fund the IGA has been requested and approved in the 2024 budget. The IGA renews the agreement between Dawson County and Hall County for the new Fiscal and Calendar Year 2024.

Voting Meeting Date: $\quad 01 / 11 / 24$

HBM

## History:

Dawson County has contracted with Hall County since the Public Defender Office's commencement of operation on January 1, 2005 to share the cost of two employees equally. The employees are Hall County employees, and pursuant to the Intergovernmental Agreement ("IGA"), Dawson County reimburses Hall County for one-half of the cost of employment as set forth on Attachment A to the IGA.

## Options:

## Funding Requested

Are funds within current budget?
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

Has it been reviewed by the County Attorney? Is there a deadline for this item?
\$ 110,430.05
Yes
General Fund
Yes
Yes

Approvals:

| Submit | Approve | Budget | Finance |
| :---: | :---: | :---: | :---: | :---: |
| IC | BM | EW | WG |
| Attorney | Administration | Clerk |  |
| WLI | CR | AO |  |

## Attachments:

Financial Supplement
IGA

## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT <br> AGENDA ITEM 692/2023

Funds Requested: $\quad \$ 110,430.05$
Proposed Source of Funding:
General Fund

Request Budgeted: Yes
Budget Transfer Requested:
Yes

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2024 | $100-$ GENERAL FUND | $2800-$ PUBLIC <br> DEFENDER | $336002-$ <br> INTERGOVERNMENTAL <br> REIMBURSE | $\$ 55,215.03$ |
| 2025 | $100-$ GENERAL FUND | 280-PUBLIC <br> DEFENDER | $336002-$ <br> INTERGOVERNMENTAL <br> REIMBURSE | $\$ 55,215.02$ |

## Budget Transfer Items:

## Additional Information/ Comments:

## INTERGOVERNMENTAL AGREEMENT PUBLIC DEFENDER SERVICES

This Intergovernmental Agreement is hereby made and entered into by and between the Board of Commissioners of Dawson County, the governing authority of Dawson County, and the Board of Commissioners of Hall County, the governing authority of Hall County, as follows:

WHEREAS, Hall County and Dawson County comprise the Northeastern Judicial Circuit; and

WHEREAS, Dawson County has agreed to pay $50 \%$ of the personnel costs for an Assistant Public Defender I and an Investigator listed within "Attachment A" of a certain agreement between Dawson County and the circuit public defender office of the Northeastern Judicial Circuit, which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, the parties hereto hereby agree that Dawson County shall pay to Hall County the sum of $\$ 110,430.05$ in four (4) equal quarterly installments of $\$ 27,607.51$ beginning March 31, 2024 (for the $1^{\text {st }}$ quarter of 2024) and continuing through the end of each quarter of 2024 until one-half of the personnel costs for an Assistant Public Defender I and an Investigator are paid.

This $\qquad$ day of $\qquad$ , 2023.

DAWSON COUNTY, GEORGIA

BY:
Billy Thurmond, Chairman
Dawson County Board of Commissioners

HALL COUNTY, GEORGIA

BY:
Richard Higgins, Chairman
Hall County Board of Commissioners

## ATTEST:

Kristen Cloud, County Clerk

## ATTEST:

Jennifer Rivera, County Clerk

## ATTACHMENT A TO INTERGOVERNMENTAL AGREEMENT BETWEEN HALL AND DAWSON COUNTIES

|  | Salaries | Health Ins. | Life Ins. | Retirement | FICA | Workers <br> Comp. | TOTAL |
| :--- | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |

## AGENDA ITEM

## Consent

## REPORT TO:

REPORT TO:

## ITEM NO:

SUBJECT:

Work Session (01/08/24)
Voting Meeting (01/11/24)

## 721/2023

Approval and authorization for the Chairman to execute a response letter relating to the Sardis Road Connector construction project, subject to review and approval by the County Attorney. Commission District 2.

## Meetings:

Work Session Date: 01/08/24

## Executive Summary:

## Presenter:

BN

## Recommendation:

Approve

## Purpose of Request:

Approval and authorization for the Chairman to execute a response letter relating to the Sardis Road Connector construction project, subject to review and approval by the County Attorney. Commission District 2.

## History:

An agreement between Hall County and GDOT was previously executed March 17, 2011 which is attached to the response letter.

## Options:

## Facts and Issues:

GDOT has requested a letter re-confirming the County's funding commitment to construction costs for Sardis Road Connector (PI No. 0003636) should the costs exceed GDOTs commitment of $\$ 56,476,681.24$. This amount is based on the agreement executed in March 2011. At this time, the estimated construction cost is $\$ 48,312$, 894.37 and is currently scheduled for a July 2024 letting.

As part of this letter, Hall County is requesting to be notified as soon as possible regarding any developments that may impact the project's costs and involvement with choices that may impact costs beyond the stated threshold.

Are funds within current budget?
No
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?

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

| Submit | Approve | Budget | Finance |
| :---: | :---: | :---: | :---: | :---: |
| BN | BN | EW | WG |
| Attorney | Administration | Clerk |  |
| WLI | CR | AO |  |

## Attachments:

GDOT request letter for response letter
Hall County Response Letter
Hall County Response Letter Attachment
hall COUNTY
G E O R G I A We have it all in Hall

## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 721/2023
Funds Requested: $\quad \$ 0.00$

Proposed Source of Funding:

Request Budgeted: No
Budget Transfer Requested:
No
Funding Source Items:

## Budget Transfer Items:

October 19, 2023

Bill Nash, Deputy Director of Public Works and Utilities
Attn: Franklin P. Miller, P.E., County Engineer
Hall County
2875 Browns Bridge Road
Gainesville, GA 30504-5635
RE: Construction Funding Commitments
SARDIS RD CONN FM SR 60 TO SARDIS RD NEAR CHESTATEE RD GDOT Project Identification Number (P.I. No.) 0003626

Dear Mr. Nash:
The Department appreciates the partnership to deliver the above referenced Sardis Road Connector project referenced as P.I. No. 0003636. This letter is being sent to confirm the Department's overall capped construction funding commitment of $\$ 56,476,681.24$ to the subject project. The latest construction submitted by Hall County on September 5, 2023, reflects a construction cost estimate amount of $\$ 48,312,894.37$. The estimate is approximately a $36 \%$ increase from the previous construction cost estimate of $\$ 35,637,685.01$.

The Department requests a response letter indicating that the County is committed to covering any funding shortfalls for the project if subsequent construction cost estimates exceed the Department's overall construction funding commitment of $\$ 56,476,681.24$.

The Department truly values the County's continued cooperation on this project. If you have any questions, please contact the Department's Project Manager, Kesha W. Wynn at (706) 817-1662.

Sincerely,

Albert V. Shelby, III
Director of Program Delivery

Attachment: Latest Hall County Construction Cost Estimate submitted 9/5/2023

cc: Meg Pirkle, P.E. Chief Engineer<br>Matt Markham, Deputy Director of Planning<br>Kelvin Mullins, District 1 Engineer<br>Kimberly W. Nesbitt, State Program Delivery Administrator

| COST EST AMTS |  | STIP AMOUNTS |  |  |
| :---: | :---: | :---: | :---: | :---: |
| \$1,412,885.18 | 12/9/22 | Activity | Cost | Fund |
| \$20,763,000.00 | 12/6/18 | PE | \$0.00 | HB170 |
| \$35,637,685.01 | 7/7/22 | PE | \$52,000.00 | L200 |
| \$2,068,777.00 | 5/8/23 | PE | \$0.00 | LOC |
|  |  | ROW | \$22,874,000.00 | LOC |
|  |  | CST | \$30,627,271.69 | HB170 |
|  |  | UTL | \$684,598.00 | LOC |


| CST Cost Est Increase - PI 0003626 Cost Estimate Update |  |  |
| :--- | ---: | :---: |
| Preliminary Level cost estimate submittal |  |  |
| Previous CST Estimate - 08/12/2021 | $\$ 35,637,685.01$ |  |
| Current CST Estimate | $\$ 48,312,894.37$ |  |
| Difference | $\$ 12,675,209.36$ |  |
| $\%$ Increase | $35.57 \%$ |  |

## Explanation for Cost Change and Contingency Justification:

(Please note below if the unit prices presented in the construction cost estimate were reviewed or derived by professional estimators external to GDOT.)
Unit prices where reviewed, an increase of $35 \%$ in total cost is due to unit price increases overall, there where some final quantity increases due to final plan preparations completed, a 5\% contingency was included since the project is new construction.

## FILE

| PI NUMBER | PI 0003626 | PROJECT |
| :--- | :--- | :--- |
| OFFICE |  |  |
| DATE | Program Delivery | DESCRIPTION | | SARDIS RD CONN FM SR 60 TO |
| :--- |
| SARDIS RD NEAR CHESTATEE RD |
| Hall County |



To: Erik Rohde, P.E., State Project Review Engineer via email Mailbox: CostEstimatesandUpdates@dot.ga.gov

Subject:
REVISIONS TO PROGRAMMED COSTS

Project Manager:
Management Let Date:
Management Right of Way Date:

| Kesha Wynn |
| :--- |
| $4 / 19 / 2024$ |
| $7 / 15 / 2019$ |

## Cost Estimate Review Iteration

| Date of Submittal \#1 | 08/31/2023 |
| :--- | :---: |
| Date of Submittal \#2 |  |
| Date of Submittal \#3 |  |

Summary of Programmed Costs and Proposed Revised Costs:

| Estimate Type | Cost Estimate Amounts <br> (T-Pro Without Inflation) | Last Estimate Date | Revised Cost Estimate |
| :--- | :---: | :---: | :---: |
| CONSTRUCTION | $\$ 35,637,685.01$ | $07 / 07 / 2022$ |  |
| RIGHT OF WAY |  |  | $\$ 48,312,894.37$ |
| UTILITIES |  |  |  |

## Explanation for Cost Change and Contingency Justification:

(Please note below if the unit prices presented in the construction cost estimate were reviewed or derived by professional estimators external to GDOT.)
Unit prices where reviewed, an increase of $35 \%$ in total cost is due to unit price increases overall, there where some final quantity increases due to final plan preparations completed, a $5 \%$ contingency was included since the project is new construction.

## Attachments:

```
AASHTOWare 411 Print
Project Status Report
```

Design Phase Leader Validation of Final QC/QA for Construction Cost Estimate Used In This Revision to Programmed Costs:

| Consultant Company or GDOT Design Office: | WSP USA |
| :--- | :--- |
|  |  |


| Printed Name: | Geoffrey Donald |
| :--- | :--- |
|  |  |


| Title: | Sr Project Manager |
| :--- | :--- |
|  |  |


| Signature: | Gaffyould |
| :--- | :--- |
| Date: | $8^{8 / 31 / 2023}$ |

FOR PROJECTS WITH A LOCAL SPONSOR
If the project has a local sponsor, the project manager should ensure that the local authority completes the following validation indicating that it has reviewed the construction cost estimate and whether it is in concurrence with the construction costs presented.

Please select the appropriate validation below upon review of the cost estimate:
目 I acknowledge that I have reviewed the project construction cost estimate and concur with the costs presented.
$\square$ I acknowledge that I have reviewed the project construction cost estimate but do not concur with the costs presented.

| Please provide an explanation for non- <br> concurrence. |  |
| :--- | :--- | :--- |
| Local Authority Name and Title: | Frank Miller, <br> Hall County Engineer |
| Local Authority Signature: |  |

Cost Estimate Worksheet:


Project Cost Estimate
Processed on: 8/31/2023 4:43:24 PM

| Concept Name: | 0003626 | Cost Estimate Name: 0003626 |  |
| :--- | :--- | :--- | ---: |
| Concept Description: | SARDIS RD CONN FM SR 60 TO SARDIS RD NEAR | Adhoc Pricing Total: | $\$ 0.00$ |
| Spec Year: | 21 | Typical Section Total: | $\$ 0.00$ |
| Item History: | BHP-ALL | Estimate Total: | $\$ 42,612,235.99$ |
| Cost Estimate Phase: | $2-$ DE |  |  |

ITEMS FOR CONCEPT NAME 0003626

0100 - Roadway

| Line Number | Item | Quantity | Units | Price | Description | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0005 | 150-1000 | 1 | LS | 820,000.00 | TRAFFIC CONTROL - 0003626 | \$820,000.00 |
| 0010 | 150-5010 | 4 | EA | 10,436.46 | TRAFFIC CONTROL, PORTABLE IMPACT ATTENUATOR | \$41,745.84 |
| 0015 | 153-1300 | 1 | EA | 117,501.30 | FIELD ENGINEERS OFFICE TP 3 | \$117,501.30 |
| 0150 | 201-1500 | 1 | LS | 3,000,000.00 | CLEARING \& GRUBBING - 0003626 | \$3,000,000.00 |
| 0160 | 205-0001 | 555092 | CY | 10.34 | UNCLASS EXCAV | \$5,742,249.11 |
| 0165 | 205-0210 | 28450 | CY | 11.60 | EXCAVATION - ROCK | \$330,020.00 |
| 0170 | 207-0203 | 2885 | CY | 90.08 | FOUND BKFILL MATL, TP II | \$259,874.40 |
| 0230 | 439-0022 | 525 | SY | 211.90 | PLAIN PC CONC PVMT, CL 3 CONC, 10 INCH THK | \$111,245.96 |
| 0235 | 441-0016 | 11709 | SY | 67.42 | DRIVEWAY CONCRETE, 6 IN TK | \$789,365.75 |
| 0245 | 441-0104 | 29290 | SY | 46.54 | CONC SIDEWALK, 4 IN | \$1,363,045.59 |
| 0240 | 441-0108 | 900 | SY | 87.39 | CONC SIDEWALK, 8 IN | \$78,651.00 |
| 0255 | 441-0740 | 3375 | SY | 53.75 | CONCRETE MEDIAN, 4 IN | \$181,404.53 |
| 0260 | 441-4030 | 4878 | SY | 90.43 | CONC VALLEY GUTTER, 8 IN | \$441,124.76 |
| 0265 | 441-5008 | 490 | LF | 28.68 | CONCRETE HEADER CURB, 6 IN, TP 7 | \$14,053.93 |
| 0270 | 441-5025 | 500 | LF | 26.42 | CONCRETE HEADER CURB, 4 IN, TP 9 | \$13,209.46 |
| 0275 | 441-6012 | 10708 | LF | 18.50 | CONC CURB \& GUTTER, 6 IN X 24 IN, TP 2 | \$198,098.00 |

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0100 - Roadway

| Line Number | Item | Quantity | Units | Price | Description | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0280 | 441-6222 | 35498 | LF | 25.69 | CONC CURB \& GUTTER, 8 IN X 30 IN, TP 2 | \$911,913.09 |
| 0285 | 441-6740 | 32882 | LF | 25.92 | CONC CURB \& GUTTER, 8 IN X 30 IN, TP 7 | \$852,331.03 |
| 0300 | 500-3110 | 239 | LF | 733.79 | CLASS A CONCRETE, TYPE P1, RETAINING WALL | \$175,375.57 |
| 0305 | 500-3115 | 453 | LF | 891.27 | CLASS A CONCRETE, TYPE P2, RETAINING WALL | \$403,746.92 |
| 0310 | 500-3120 | 151 | LF | 1,192.48 | CLASS A CONCRETE, TYPE P3, RETAINING WALL | \$180,064.35 |
| 0320 | 500-3201 | 19 | CY | 799.13 | CLASS B CONCRETE, RETAINING WALL | \$15,183.47 |
| 0445 | 602-4030 | 1561 | CY | 85.00 | MODULAR BACKFILL MATL | \$132,685.00 |
| 0450 | 602-4040 | 69 | CY | 578.00 | CONC FOOTING | \$39,882.00 |
| 0475 | 611-5010 | 215 | LF | 60.00 | RESET CHAIN LINK FENCE, 4 FT | \$12,900.00 |
| 0495 | 620-0100 | 5000 | LF | 44.82 | TEMPORARY BARRIER, METHOD NO. 1 | \$224,105.45 |
| 0500 | 621-6201 | 129 | LF | 976.97 | CONCRETE SIDE BARRIER, TP 2-SA | \$126,029.72 |
| 0505 | 621-6202 | 100 | LF | 1,242.54 | CONCRETE SIDE BARRIER, TP 2-SB | \$124,254.20 |
| 0530 | 632-0003 | 6 | EA | 10,996.89 | CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3 | \$65,981.36 |
| 0535 | 634-1200 | 204 | EA | 185.51 | RIGHT OF WAY MARKERS | \$37,843.82 |
| 0540 | 635-1000 | 124 | LF | 101.35 | BARRICADES | \$12,567.94 |
| 0605 | 641-1100 | 70 | LF | 96.46 | GUARDRAIL, TP T | \$6,752.42 |
| 0610 | 641-1200 | 12844 | LF | 31.46 | GUARDRAIL, TP W | \$404,109.62 |
| 0615 | 641-5001 | 43 | EA | 2,035.02 | GUARDRAIL ANCHORAGE, TP 1 | \$87,505.69 |
| 0620 | 641-5015 | 35 | EA | 3,784.09 | GUARDRAIL TERMINAL, TP 12A, 31 IN, TANGENT, ENERGY-ABSORBING | \$132,443.21 |
| 0625 | 643-0010 | 1500 | LF | 18.91 | FIELD FENCE WOVEN WIRE | \$28,371.94 |
| 0630 | 643-1133 | 1270 | LF | 50.00 | CH LK FENCE, ZC COAT, 4 FT, 11 GA | \$63,500.00 |
| 0635 | 643-8000 | 6 | EA | 1,429.05 | GATE, FIELD FENCE - - 16' | \$8,574.28 |
| 0640 | 643-8200 | 5465 | LF | 3.00 | BARRIER FENCE (ORANGE), 4 FT | \$16,395.77 |
| 0100 Total |  |  |  |  |  | \$17,564,106.48 |

0110 - Pavement

| Line Number | Item | Quantity | Units | Price | Description | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0180 | 310-1101 | 153422 | TN | 34.82 | GR AGGR BASE CRS, INCL MATL | \$5,341,541.89 |
| 0185 | 402-1812 | 2700 | TN | 131.15 | RECYCLED ASPH CONC LEVELING, INCL BITUM MATL \& H LIME | \$354,106.97 |
| 0190 | 402-3103 | 625 | TN | 154.96 | RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL \& H LIME | \$96,852.53 |
| 0195 | 402-3121 | 36950 | TN | 99.42 | RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL \& H LIME | \$3,673,732.32 |
| 0200 | 402-3130 | 2700 | TN | 141.65 | RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL \& H LIME | \$382,443.42 |
| 0205 | 402-3190 | 16800 | TN | 107.65 | RECYCLED ASPH CONC 19 MM SUPERPAVE, GP 1 OR 2,INCL BITUM MATL \& H LIME | \$1,808,546.04 |
| 0210 | 402-4510 | 9250 | TN | 125.74 | RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL POLYMER-MODIFIED BITUM MATL \& H LIME | \$1,163,134.87 |
| 0215 | 413-0750 | 26675 | GL | 0.16 | TACK COAT | \$4,318.95 |
| 0220 | 432-0206 | 6500 | SY | 6.23 | MILL ASPH CONC PVMT, 1 1/2 IN DEPTH | \$40,518.66 |
| 0225 | 432-5010 | 7805 | SY | 6.69 | MILL ASPH CONC PVMT, VARIABLE DEPTH | \$52,252.52 |
| 0290 | 446-1100 | 2000 | LF | 9.91 | PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH | \$19,811.04 |
| 0395 | 550-2180 | 2437 | LF | 62.64 | SIDE DRAIN PIPE, 18 IN, H 1-10 | \$152,644.32 |
| 0110 Total |  |  |  |  |  | \$13,089,903.53 |

0200 - Drainage

| Line Number | Item | Quantity | Units | Price | Description |  |
| :--- | :--- | ---: | :--- | ---: | :--- | ---: |
| 0155 | $204-0001$ | 766 | CY | 8.50 | CHANNEL EXCAVATION |  |
| 0175 | $207-2003$ | 400 | CY | 46.75 | IMPERFECT TRENCH BKFILL MATL, TP III |  |
| 0250 | $441-0302$ | 6 | EA | $1,624.00$ | CONC SPILLWAY, TP 2 |  |
| 0295 | $500-3002$ | 1069 | CY | $1,093.73$ | CLASS AA CONCRETE | $\$ 6,511.00$ |
| 0315 | $500-3200$ | 1200 | CY | 265.71 | CLASS B CONCRETE | $\$ 18,700.00$ |
| 0325 | $500-3900$ | 5 | CY | $1,656.36$ | CLASS B CONCRETE, INCL REINF STEEL | $\$ 9,744.00$ |
| 0330 | $501-2001$ | 687 | LB | 20.90 | STR STEEL | $\$ 1,169,197.92$ |
| 0335 | $511-1000$ | 112182 | LB | 1.45 | BAR REINF STEEL | $\$ 318,851.66$ |
| 0400 | $550-3618$ | 36 | EA | $1,027.18$ | SAFETY END SECTION 18 IN, SIDE DRAIN, 6:1 SLOPE | $\$ 8,281.79$ |

GD®T
0200 - Drainage

| Line Number | Item | Quantity | Units | Price | Description | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0405 | 550-4218 | 6 | EA | 1,292.88 | FLARED END SECTION 18 IN, STORM DRAIN | \$7,757.28 |
| 0410 | 550-4224 | 3 | EA | 1,486.98 | FLARED END SECTION 24 IN, STORM DRAIN | \$4,460.93 |
| 0415 | 550-4230 | 1 | EA | 1,729.40 | FLARED END SECTION 30 IN, STORM DRAIN | \$1,729.40 |
| 0420 | 550-4236 | 8 | EA | 2,151.29 | FLARED END SECTION 36 IN, STORM DRAIN | \$17,210.32 |
| 0425 | 550-4242 | 2 | EA | 3,476.96 | FLARED END SECTION 42 IN, STORM DRAIN | \$6,953.91 |
| 0430 | 550-4248 | 3 | EA | 2,400.00 | FLARED END SECTION 48 IN, STORM DRAIN | \$7,200.00 |
| 0340 | 550-5180 | 10454 | LF | 111.89 | STORM DRAIN PIPE, 18 IN, CLASS III | \$1,169,698.06 |
| 0345 | 550-5182 | 51 | LF | 0.00 | STORM DRAIN PIPE, 18 IN, CLASS IV | \$0.00 |
| 0350 | 550-5240 | 4642 | LF | 155.05 | STORM DRAIN PIPE, 24 IN, CLASS III | \$719,742.10 |
| 0355 | 550-5242 | 500 | LF | 131.21 | STORM DRAIN PIPE, 24 IN, CLASS IV | \$65,605.00 |
| 0360 | 550-5300 | 1873 | LF | 146.78 | STORM DRAIN PIPE, 30 IN, CLASS III | \$274,925.06 |
| 0365 | 550-5360 | 6921 | LF | 205.00 | STORM DRAIN PIPE, 36 IN, CLASS III | \$1,418,805.00 |
| 0370 | 550-5362 | 322 | LF | 179.00 | STORM DRAIN PIPE, 36 IN, CLASS IV | \$57,638.00 |
| 0375 | 550-5420 | 708 | LF | 206.03 | STORM DRAIN PIPE, 42 IN, CLASS III | \$145,869.80 |
| 0380 | 550-5422 | 86 | LF | 179.00 | STORM DRAIN PIPE, 42 IN, CLASS IV | \$15,394.00 |
| 0385 | 550-5480 | 31 | LF | 318.69 | STORM DRAIN PIPE, 48 IN, CLASS III | \$9,879.41 |
| 0390 | 550-5542 | 69 | LF | 875.00 | STORM DRAIN PIPE 54, CLASS IV | \$60,375.00 |
| 0435 | 550-5723 | 401 | LF | 1,050.00 | STORM DRAIN PIPE, 72 IN, CLASS V | \$421,050.00 |
| 0440 | 600-0001 | 10 | CY | 827.94 | FLOWABLE FILL | \$8,279.43 |
| 0480 | 615-1000 | 281 | LF | 553.48 | JACK OR BORE PIPE - (Steel), (0.625 inch wall thickness), (36 inch) | \$155,527.50 |
| 0490 | 615-2550 | 190 | LF | 340.00 | JACK OR BORE PIPE, 24 IN | \$64,600.00 |
| 0740 | 668-1100 | 204 | EA | 6,688.21 | CATCH BASIN, GP 1 | \$1,364,394.97 |
| 0745 | 668-1110 | 570 | LF | 620.33 | CATCH BASIN, GP 1, ADDL DEPTH | \$353,587.22 |
| 0750 | 668-2100 | 33 | EA | 4,903.80 | DROP INLET, GP 1 | \$161,825.47 |
| 0755 | 668-2110 | 37 | LF | 502.27 | DROP INLET, GP 1, ADDL DEPTH | \$18,584.03 |
| 0760 | 668-4300 | 22 | EA | 4,935.80 | STORM SEWER MANHOLE, TP 1 | \$108,587.60 |

GD®T Georgia transportation

0200 - Drainage

| Line Number | Item | Quantity | Units | Price | Description |  |
| :--- | :--- | ---: | ---: | ---: | :--- | ---: | ---: |
| 0765 | $668-4311$ | 76 | LF | 579.47 | STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1 | Amount |
| 0770 | $668-5000$ | 1 | EA | $4,724.06$ | JUNCTION BOX | $\$ 44,040.02$ |
| 0880 | $999-3125$ | 1 | LS | $120,000.00$ | RETENTION POND | $\$ 4,724.06$ |
| 0200 Total |  |  |  |  |  |  |

0300 - Temporary Erosion Control

| Line Number | Item | Quantity | Units | Price | Description | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0020 | 163-0232 | 15.50 | AC | 782.40 | TEMPORARY GRASSING | \$12,127.19 |
| 0025 | 163-0240 | 1078 | TN | 105.62 | MULCH | \$113,862.07 |
| 0030 | 163-0301 | 8 | EA | 2,713.92 | CONSTRUCT AND REMOVE CONSTRUCTION EXITS | \$21,711.39 |
| 0035 | 163-0520 | 2000 | LF | 26.44 | CONSTRUCT AND REMOVE TEMPORARY PIPE SLOPE DRAIN | \$52,873.92 |
| 0045 | 163-0527 | 74 | EA | 616.46 | CONSTRUCT AND REMOVE RIP RAP CHECK DAMS, STONE PLAIN RIP RAP/SAND BAGS | \$45,618.26 |
| 0040 | 163-0528 | 450 | LF | 13.59 | CONSTRUCT AND REMOVE FABRIC CHECK DAM - TYPE C SILT FENCE | \$6,114.76 |
| 0050 | 163-0529 | 15600 | LF | 6.91 | CONSTRUCT AND REMOVE TEMPORARY SEDIMENT BARRIER OR BALED STRAW CHECK DAM | \$107,775.25 |
| 0055 | 163-0531 | 1 | EA | 38,471.25 | CONSTRUCT AND REMOVE SEDIMENT BASIN, TP 1, STA NO - - 14+31.30 Ledan | \$38,471.25 |
| 0060 | 163-0541 | 16 | EA | 1,513.19 | CONSTRUCT AND REMOVE ROCK FILTER DAMS | \$24,210.98 |
| 0065 | 163-0542 | 21 | EA | 1,507.74 | CONSTRUCT AND REMOVE STONE FILTER RING | \$31,662.56 |
| 0070 | 163-0543 | 450 | LF | 70.35 | CONSTRUCT AND REMOVE STONE FILTER BERM | \$31,656.80 |
| 0075 | 163-0550 | 540 | EA | 237.68 | CONSTRUCT AND REMOVE INLET SEDIMENT TRAP | \$128,345.69 |
| 0080 | 165-0010 | 15600 | LF | 0.70 | MAINTENANCE OF TEMPORARY SILT FENCE, TP A | \$10,859.16 |
| 0085 | 165-0030 | 42215 | LF | 0.70 | MAINTENANCE OF TEMPORARY SILT FENCE, TP C | \$29,626.91 |
| 0090 | 165-0041 | 5000 | LF | 3.47 | MAINTENANCE OF CHECK DAMS - ALL TYPES | \$17,361.85 |
| 0095 | 165-0060 | 1 | EA | 3,816.37 | MAINTENANCE OF TEMPORARY SEDIMENT BASIN, STA NO - - 14+31.30 Ledan | \$3,816.37 |
| 0100 | 165-0071 | 15600 | LF | 2.10 | MAINTENANCE OF SEDIMENT BARRIER - BALED STRAW | \$32,803.21 |
| 0105 | 165-0101 | 8 | EA | 1,139.41 | MAINTENANCE OF CONSTRUCTION EXIT | \$9,115.30 |

GD®T Georgia

0300 - Temporary Erosion Control

| Line Number | Item | Quantity | Units | Price | Description | Amount |
| :--- | :--- | ---: | ---: | ---: | :--- | ---: | ---: |
| 0110 | $165-0105$ | 540 | EA | 94.38 | MAINTENANCE OF INLET SEDIMENT TRAP | $\$ 50,965.30$ |
| 0115 | $165-0110$ | 16 | EA | 357.82 | MAINTENANCE OF ROCK FILTER DAM | $\$ 5,725.14$ |
| 0120 | $165-0111$ | 21 | EA | 432.60 | MAINTENANCE OF STONE FILTER RING | $\$ 9,084.64$ |
| 0125 | $165-0112$ | 450 | LF | 21.79 | MAINTENANCE OF STONE FILTER BERM | $\$ 9,803.26$ |
| 0130 | $167-1000$ | 8 | EA | 367.01 | WATER QUALITY MONITORING AND SAMPLING | $\$ 2,936.09$ |
| 0135 | $167-1500$ | 30 | MO | 820.40 | WATER QUALITY INSPECTIONS | $\$ 24,612.11$ |
| 0140 | $171-0010$ | 15600 | LF | 3.30 | TEMPORARY SILT FENCE, TYPE A | $\$ 51,552.07$ |
| 0145 | $171-0030$ | 42215 | LF | 4.41 | TEMPORARY SILT FENCE, TYPE C | $\$ 186,101.03$ |
| 0300 Total |  |  |  |  |  |  |

0400 - Permanent Erosion Control

| Line Number | Item | Quantity | Units | Price | Description | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0455 | 603-2024 | 500 | SY | 89.67 | STN DUMPED RIP RAP, TP 1, 24 IN | \$44,836.18 |
| 0460 | 603-2181 | 8700 | SY | 55.81 | STN DUMPED RIP RAP, TP 3, 18 IN | \$485,585.98 |
| 0465 | 603-2182 | 695 | SY | 79.90 | STN DUMPED RIP RAP, TP 3, 24 IN | \$55,528.85 |
| 0470 | 603-7000 | 9895 | SY | 5.06 | PLASTIC FILTER FABRIC | \$50,090.47 |
| 0825 | 700-6910 | 31 | AC | 1,058.81 | PERMANENT GRASSING | \$32,823.10 |
| 0830 | 700-7000 | 62 | TN | 118.01 | AGRICULTURAL LIME | \$7,316.37 |
| 0835 | 700-8000 | 22 | TN | 1,185.22 | FERTILIZER MIXED GRADE | \$26,074.87 |
| 0840 | 700-8100 | 1548 | LB | 3.43 | FERTILIZER NITROGEN CONTENT | \$5,304.52 |
| 0850 | 711-0100 | 2000 | SY | 6.04 | TURF REINFORCING MATTING, TP 1 | \$12,072.66 |
| 0845 | 711-0200 | 484 | SY | 7.03 | TURF REINFORCING MATTING, TP 2 | \$3,403.78 |
| 0855 | 716-2000 | 92835 | SY | 1.15 | EROSION CONTROL MATS, SLOPES | \$106,424.19 |
| 0400 Total |  |  |  |  |  | \$829,460.97 |

GD®T
0600 - Signing

| Line Number | Item | Quantity | Units | Price | Description | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0550 | 636-1033 | 476 | SF | 22.93 | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 9 | \$10,916.51 |
| 0545 | 636-1036 | 453 | SF | 23.99 | HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11 | \$10,866.94 |
| 0555 | 636-1041 | 549 | SF | 50.03 | HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 9 | \$27,463.73 |
| 0560 | 636-1045 | 44 | SF | 27.19 | HIGHWAY SIGNS, TP 2 MATL, REFL SHEETING, TP 11 | \$1,196.34 |
| 0565 | 636-2070 | 2457 | LF | 10.00 | GALV STEEL POSTS, TP 7 | \$24,568.97 |
| 0570 | 639-2001 | 240 | LF | 6.50 | STEEL WIRE STRAND CABLE, 1/4 IN | \$1,560.00 |
| 0575 | 639-3004 | 6 | EA | 16,000.00 | STEEL STRAIN POLE, TP IV | \$96,000.00 |
| 0600 Total |  |  |  |  |  | \$172,572.49 |

## 0610 - Pavement Marking

| Line Number | Item | Quantity | Units | Price | Description | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0665 | 653-0110 | 4 | EA | 90.48 | THERMOPLASTIC PVMT MARKING, ARROW, TP 1 | \$361.92 |
| 0670 | 653-0120 | 112 | EA | 89.31 | THERMOPLASTIC PVMT MARKING, ARROW, TP 2 | \$10,002.25 |
| 0675 | 653-0130 | 22 | EA | 146.70 | THERMOPLASTIC PVMT MARKING, ARROW, TP 3 | \$3,227.40 |
| 0680 | 653-0132 | 17 | EA | 150.00 | THERMOPLASTIC PVMT MARKING, ARROW, TP 3A | \$2,550.00 |
| 0685 | 653-0170 | 27 | EA | 142.76 | THERMOPLASTIC PVMT MARKING, ARROW, TP 7 | \$3,854.57 |
| 0690 | 653-1704 | 580 | LF | 9.11 | THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE | \$5,281.93 |
| 0695 | 653-1804 | 2500 | LF | 2.88 | THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE | \$7,207.15 |
| 0700 | 653-2501 | 12.20 | LM | 2,546.74 | THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE | \$31,070.23 |
| 0705 | 653-2502 | 8.20 | LM | 2,651.19 | THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW | \$21,739.77 |
| 0710 | 653-4501 | 1.30 | GLM | 1,657.60 | THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE | \$2,154.88 |
| 0715 | 653-4501 | 5.80 | GLM | 1,657.60 | THERMOPLASTIC SKIP TRAF STRIPE, 5 IN, WHITE | \$9,614.10 |
| 0720 | 653-6004 | 2875 | SY | 4.95 | THERMOPLASTIC TRAF STRIPING, WHITE | \$14,219.92 |
| 0725 | 653-6006 | 3304 | SY | 4.88 | THERMOPLASTIC TRAF STRIPING, YELLOW | \$16,126.89 |
| 0730 | 654-1001 | 960 | EA | 5.21 | RAISED PVMT MARKERS TP 1 | \$5,003.64 |
| 0735 | 654-1003 | 1600 | EA | 5.14 | RAISED PVMT MARKERS TP 3 | \$8,217.39 |

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0700 - Signals

| Line Number | Item | Quantity | Units | Price | Description | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0485 | 615-1100 | 697 | LF | 81.83 | DIRECTIONAL BORE PIPE - - 7" | \$57,036.69 |
| 0595 | 639-3004 | 1 | EA | 38,000.00 | STEEL STRAIN POLE, TP IV - 55' MAST ARM | \$38,000.00 |
| 0590 | 639-3004 | 1 | EA | 33,000.00 | STEEL STRAIN POLE, TP IV - 50' MAST ARM | \$33,000.00 |
| 0600 | 639-3004 | 2 | EA | 43,000.00 | STEEL STRAIN POLE, TP IV - 65' MAST ARM | \$86,000.00 |
| 0585 | 639-3004 | 1 | EA | 40,544.00 | STEEL STRAIN POLE, TP IV - TANDUM 65' \& 55' MAST ARM | \$40,544.00 |
| 0580 | 639-3004 | 1 | EA | 24,000.00 | STEEL STRAIN POLE, TP IV - 40' MAST ARM | \$24,000.00 |
| 0645 | 647-1000 | 1 | LS | 155,318.00 | TRAFFIC SIGNAL INSTALLATION NO - - 2 | \$155,318.00 |
| 0650 | 647-1000 | 1 | LS | 177,967.00 | TRAFFIC SIGNAL INSTALLATION NO--1 | \$177,967.00 |
| 0660 | 647-5230 | 2 | EA | 15,000.00 | SIGNAL ASSEMBLY, FLASHING SCHOOL, COMPLETE | \$30,000.00 |
| 0655 | 682-2150 | 1 | EA | 2,741.02 | PULL BOX, TYPE 5 | \$2,741.02 |
| 0860 | 937-6050 | 10 | EA | 10,979.00 | INTERSECTION VIDEO DETECTION SYSTEM ASSEMBLY, TYPE A | \$109,790.00 |
| 0865 | 937-6150 | 1 | EA | 1,500.00 | PROGRAMMING MONITOR, TYPE A | \$1,500.00 |
| 0870 | 937-8000 | 1 | LS | 600.00 | TESTING | \$600.00 |
| 0875 | 937-8550 | 1 | LS | 600.00 | TRAINING - WMVD SYSTEM | \$600.00 |
| 0700 Total |  |  |  |  |  | \$757,096.71 |

0902 - Wall 2

| Line Number | Item | Quantity | Units | Price | Description | Amount |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 0510 | 627-1000 | 259 | SF | 79.38 | MSE WALL FACE, 0-10 FT HT, WALL NO --2 | \$20,558.97 |
| 0515 | 627-1010 | 1670 | SF | 86.27 | MSE WALL FACE, 10-20 FT HT, WALL NO--2 | \$144,064.24 |
| 0520 | 627-1020 | 1339 | SF | 90.55 | MSE WALL FACE, 20-30 FT HT, WALL NO- 2 | \$121,246.48 |
| 0525 | 627-1100 | 201 | LF | 139.13 | COPING A, WALL NO--2 | \$27,964.91 |
| 0902 Total |  |  |  |  |  | \$313,834.60 |

GDミT
1000 - Lighting

| Line Number | Item | Quantity | Units | Price | Description | Amount |
| :--- | :--- | ---: | ---: | ---: | :--- | ---: | ---: |
| 0775 | $680-4225$ | 12 | EA | $5,588.07$ | LIGHTING STD, 26-30 FT MH | $\$ 67,056.80$ |
| 0780 | $680-6130$ | 12 | EA | $1,049.63$ | LUMINAIRE, TP 3, LED | $\$ 12,595.58$ |
| 0785 | $682-1503$ | 50 | LF | 3.50 | CABLE, TP RHH/RHW, AWG NO 12 | $\$ 175.00$ |
| 0810 | $682-2110$ | 1 | EA | $11,027.34$ | ELECTRICAL SERVICE POINT | $\$ 11,027.34$ |
| 0790 | $682-3485$ | 1800 | LF | 5.25 | MULT COND CABLE, TP RHW, 2-\#8-1-\#8 | $\$ 9,450.00$ |
| 0795 | $682-6120$ | 10 | LF | 24.99 | CONDUIT, RIGID, 2 IN | $\$ 249.91$ |
| 0800 | $682-6222$ | 1310 | LF | 11.36 | CONDUIT, NONMETL, TP 2, 2 IN | $\$ 14,887.14$ |
| 0805 | $682-6233$ | 400 | LF | 10.51 | CONDUIT, NONMETL, TP 3, 2 IN | $\$ 4,205.22$ |
| 0815 | $682-9021$ | 3 | EA | $1,273.85$ | ELECTRICAL JUNCTION BOX, CONC GROUND MOUNTED | $\$ 3,821.54$ |
| 0820 | $682-9950$ | 400 | LF | 20.39 | DIRECTIONAL BORE - -4" | $\$ 8,155.70$ |
| 1000 Total |  |  |  |  |  |  |

TOTALS FOR CONCEPT NAME 0003626

| ITEMS COST: | $\$ 42,612,235.99$ |
| :---: | ---: |
| TYPICAL SECTION: | $\$ 0.00$ |
| AD-HOC PRICING: | $\$ 0.00$ |
| ESTIMATED COST: | $\$ 42,612,235.99$ |
| CONTINGENCY PERCENT: |  |
| ENGINEERING AND INSPECTION: |  |
| ESTIMATED COST WITH CONTINGNECY AND E\&I: |  |

CONFIDENTIALITY NOTICE: This document may contain confidential and/or privileged information. Any unauthorized duplication, disclosure, distribution/retransmission of taking of any action in reliance upon the material in this document is strictly forbidden.

Preconstruction Status Report


| Pre Parcel ct | 159 | Total Parcel in Row System: | 15 | Cond Field: | 0 | Acquired by: | LOC | deeds ct: | ${ }^{13}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Under Rev | 1 | Options Pending: | 1 | Relocations: | , | Acquisisition MGR: | Byers, Kim (LOC) |  |  |
| Released | 14 | Condemnations - Pend: | 0 | Acquired: | 13 | Row Cert Date: |  |  |  |

# Hall County Government <br> BOARD OF COMMISSIONERS 

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503
t: 770.535.8288 | f: 770.531.3972

CHAIRMAN Richard P. Higgins

Kathy L. Cooper, District 1 Billy Powell, District 2 Gregg Poole, District 3 Jeff Stowe, District 4

COUNTY ADMINISTRATOR Zachary T. Propes

## ASSISTANT

COUNTY ADMINISTRATOR Katie Crumley

ASSISTANT COUNTY ADMINISTRATOR Casey Ramsey

COUNTY CLERK Jennifer Rivera

January 11, 2024

Georgia Department of Transportation<br>One Georgia Center<br>600 West Peachtree Street, NW<br>Atlanta, GA 30308<br>RE: Construction Funding Commitments<br>SARDIS RD CONN FM SR 60 TO SARDIS RD NEAR CHESTATEE RD<br>Project Identification Number (P.I. No.) 0003626

Dear Mr. Shelby,
I am responding to your request concerning the Sardis Road Connector project, referenced as P.I. No. 0003636.

We acknowledge the Department's overall construction funding commitment of $\$ 56,476,681.24$. We understand the importance of this initiative for Hall County and the broader community.

As requested, Hall County reaffirms its commitment, as outlined in the March 17, 2011 agreement between Hall County and the Georgia Department of Transportation (see attached), to cover the construction costs should they exceed the Department's committed amount. Along with this commitment, we respectfully request a significant say in decision-making processes, particularly in choices that might impact costs beyond the stated threshold. This involvement ensures the project aligns with our county's fiscal policies and community interests.

Additionally, we emphasize the importance of timely communication. We request to be notified as soon as possible regarding any developments that may impact the project's costs, enabling us to make informed decisions and preparations effectively.

We are dedicated to maintaining open and transparent communication with the Georgia Department of Transportation throughout the project's lifecycle, ensuring its successful completion while adhering to our mutual objectives and fiscal responsibilities.

Thank you for your partnership with Hall County. We are committed to this significant project and look forward to continuing our collaborative efforts to enhance the infrastructure and wellbeing of our community.

Sincerely,

Richard P. Higgins
cc: Zach Propes, County Administrator Casey Ramsey, Assistant County Administrator Srikanth Yamala, Director, Community Development and Infrastructure Bill Nash, P.E., Director, Public Works and Utilities

March 17, 2011

The Honorable Tom Oliver
Commission Chairman
P.O. Drawer 1435

Gainesville, Georgia 30503
Dear Mr. Oliver:
I am returning for your files an executed agreement between the Georgia Department of Transportation and Hall County for the following project:

## PROJECT\#: STP00-0003-00(626) Hall County, P.I. \#0003626

We look forward to working with you on the successful completion of the joint project. Should you have any questions, please contact the Project Manager Neil Kantner at (770)532-5522.


AR: rm

Enclosure

c: Bob Rogers<br>Todd McDuffie - District 1<br>Kim Coley - District 1<br>Allen Ferguson - District 1<br>Jeff Baker - Utilities<br>Kevin McInturff

## AGREEMENT

## BETWEEN

# DEPARTMENT OF TRANSPORTATION 

## STATE OF GEORGIA

AND

## HALL COUNTY <br> FOR

## SARDIS ROAD CONNECTOR FROM SR 60 TO SARDIS ROAD NEAR CHESTATEE ROAD

This Framework Agreement is made and entered into this $q^{\text {t }}$ day of

shana,, 2011, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and Hall County, acting by and through its Mayor and City Council or Board of Commissioners, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Attachment A, attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, $\mathbb{T l}(\mathrm{a})$.

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received "Qualification Certification" to administer federal-aid projects. The GDOT Certification Committee has reviewed, confirmed and approved the certification for the Local Government to develop federal project(s) within the scope of its certification using the DEPARTMENT'S Local Administered Project Manual procedures. The Local Government shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, hereinafter referred to as "PE", all reimburseable utility relocations, all non-reimburseable utilities owned by the LOCAL GOVERNMENT, railroad costs, right of way acquisitions and construction, as specified in Attachment $A$, attached hereto and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or subsequent funding agreements shall not be considered for reimbursement by the DEPARTMENT. PE expenditures incurred by the LOCAL GOVERNMENT after execution of this

AGREEMENT shall be reimbursed by the DEPARTMENT once a written notice to proceed is given by the DEPARTMENT.
2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the PE, right of way acquisitions, reimbursable utility relocations, railroad costs, or construction as specified in Attachment A.
3. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the funding portion as identified in Attachment " $A$ " of this Agreement only applies to the PE. The Right of Way and Construction funding estimate levels as specified in Attachment "A" are provided herein for planning purposes and do not constitute a funding commitment for right of way and construction. The DEPARTMENT will prepare LOCAL GOVERNMENT Specific Activity Agreements for funding applicable to Right of Way or Construction when appropriate.

Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities or cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the DEPARTMENT.
4. The LOCAL GOVERNMENT shall be responsible for all costs for the continual maintenance and operations of any and all sidewalks and the grass strip between the curb and sidewalk within the PROJECT limits.
5. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program, hereinafter referred to as "TIP/STIP". Furthermore, all parties shall adhere to the detailed project schedule as approved by the DEPARTMENT, attached as Attachment $B$ and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to delay the PROJECT's implementation until funds can be reidentified for right of way or construction, as applicable.
6. The LOCAL GOVERNMENT shall certify that the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, and FEDERAL AUDIT REQUIREMENTS" are understood and will comply in full with said provisions.
7. The LOCAL GOVERNMENT shall accomplish the PE activities for the PROJECT. The PE activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process hereinafter referred to as "PDP", the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT to produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of Federal Funds in some or all categories outlined in this agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. The LOCAL GOVERNMENT's responsibility for PE activities shall include, but is not limited to the following items:
a. Prepare the PROJECT Concept Report and Design Data Book in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the LOCAL GOVERNMENT as provided for in paragraph 7b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the LOCAL GOVERNMENT beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be updated or modified by the LOCAL GOVERNMENT as required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of PE due to updated guidelines, public input, environmental requirements, Value Engineering recommendations,

Public Interest Determination (PID) for utilities, utility/railroad conflicts, or right of way considerations.
b. Prepare a Traffic Study for the PROJECT that includes Average Daily Traffic, hereinafter referred to as "ADT", volumes for the base year (year the PROJECT is expected to be open to traffic) and design year (base year plus 20 years) along with Design Hour Volumes, hereinafter referred to as "DHV", for the design year. DHV includes morning (AM) and evening (PM) peaks and other significant peak times. The Study shall show all through and turning movement volumes at intersections for the ADT and DHV volumes and shall indicate the percentage of trucks on the facility. The Study shall also include signal warrant evaluations for any additional proposed signals on the PROJECT.
c. Prepare environmental studies, documentation, reports and complete Environmental Document for the PROJECT along with all environmental re-evaluations required that show the PROJECT is in compliance with the provisions of the National Environmental Policy Act or the Georgia Environmental Policy Act as per the DEPARTMENT's Environmental Procedures Manual, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, community involvement, environmental justice, flood plains, underground storage tanks, and hazardous waste site studies required. The completed Environmental Document approval shall occur prior to Right of Way funding authorization. A re-evaluation is required for any design change as described in Chapter 7 of the Environmental Procedures Manual. In addition, a re-
evaluation document approval shall occur prior to any Federal funding authorizations if the latest approved document is more than 6 months old. The LOCAL GOVERNMENT shall submit to the DEPARTMENT all studies, documents and reports for review and approval by the DEPARTMENT, the FHWA and other environmental resource agencies. The LOCAL GOVERNMENT shall provide Environmental staff to attend all PROJECT related meetings where Environmental issues are discussed. Meetings include, but are not limited to, concept, field plan reviews and value engineering studies.
d. Prepare all PROJECT public hearing and public information displays and conduct all required public hearings and public information meetings with appropriate staff in accordance with DEPARTMENT practice.
e. Perform all surveys, mapping, soil investigations and pavement evaluations needed for design of the PROJECT as per the appropriate DEPARTMENT Manual.
f. Perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, TVA and US Army Corps of Engineers permits, Stream Buffer Variances and Federal Emergency Management Agency (FEMA) approvals. The LOCAL GOVERNMENT shall provide all mitigation required for the project, including but not limited to permit related mitigation. All mitigation costs are considered PE costs. PROJECT permits and non-construction related mitigation must be obtained and completed 3 months prior to the scheduled let date. These efforts shall be coordinated with the DEPARTMENT.
g. Prepare the stormwater drainage design for the PROJECT and any required hydraulic studies for FEMA Floodways within the PROJECT limits. Acquire of all necessary permits associated with the Hydraulic Study or drainage design.
h. Prepare utility relocation plans for the PROJECT following the DEPARTMENT's policies and procedures for identification, coordination and conflict resolution of existing and proposed utility facilities on the PROJECT. These policies and procedures, in part, require the Local Government to submit all requests for existing, proposed, and relocated facilities to each utility owner within the project area. Copies of all such correspondence, including executed agreements for reimbursable utility/railroad relocations, shall be forwarded to the DEPARTMENT's Project Manager and the District Utilities Engineer and require that any conflicts with the PROJECT be resolved by the LOCAL GOVERNMENT. If it is determined that the PROJECT is located on an on-system route or is a DEPARTMENT LET PROJECT, the LOCAL GOVERNMENT and the District Utilities Engineer shall ensure that permit applications are approved for each utility company in conflict with the project. If it is determined through the DEPARTMENT's Project Manager and State Utilities Office during the concept or design phases the need to utilize Overhead/Subsurface Utility Engineering, hereinafter referred to as "SUE", to obtain the existing utilities, the LOCAL GOVERNMENT shall be responsible for acquiring those services. SUE costs are considered PE costs.
i. Prepare, in English units, Preliminary Construction plans, Right of Way plans and Final Construction plans that include the appropriate sections listed in the Plan Presentation Guide, hereinafter referred to as "PPG", for all phases of the PDP. All drafting and design work performed on the project shall be done utilizing Microstation and CAiCE software respectively using the DEPARTMENT's Electronic Data Guidelines. The LOCAL GOVERNMENT shall further be responsible for making all revisions to the final right of way plans and construction plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to acquire the right of way and construct the PROJECT.
j. Prepare PROJECT cost estimates for construction, Right of Way and Utility/railroad relocation along with a Benefit Cost, hereinafter referred to as "B/C ratio" at the following project stages: Concept, Preliminary Field Plan Review, Right of Way plan approval (Right of Way cost only), Final Field Plan Review and Final Plan submission using the applicable method approved by the DEPARTMENT. The cost estimates and B/C ratio shall also be updated yearly if the noted project stages occur at a longer frequency. Failure of the LOCAL GOVERNMENT to provide timely and accurate cost estimates and B/C ratio may delay the PROJECT's implementation until additional funds can be identified for right of way or construction, as applicable.
k. Provide certification, by a Georgia Registered Professional Engineer, that the Design and Construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT Design Policies.
I. Provide certification, by a Level II Certified Design Professional that the Erosion Control Plans have been prepared under the guidance of the certified professional in accordance with the current Georgia National Pollutant Discharge Elimination System.
m . Provide a written certification that all appropriate staff (employees and consultants) involved in the PROJECT have attended or are scheduled to attend the Department's PDP Training Course and Local Administered Project Training. The written certification shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.
8. The Primary Consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. The LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of design services and in accordance with the Brooks Architect-Engineers Act of 1972, better known as the Brooks Act, for any consultant hired to perform work on the PROJECT.
9. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals as deemed necessary with information furnished by the LOCAL GOVERNMENT.
10. The LOCAL GOVERNMENT shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The LOCAL GOVERNMENT shall perform all necessary survey efforts in order to complete the hydraulic and hydrological studies and the design of the bridge(s). The final bridge plans shall be incorporated into this PROJECT as a part of this Agreement.
11. The LOCAL GOVERNMENT unless otherwise noted in attachment " $A$ " shall be responsible for funding all LOCAL GOVERNMENT owned utility relocations and all other reimbursable utility/railroad costs. The costs include but are not limited to PE, easement acquisition, and construction activities necessary for the utility/railroad to accommodate the PROJECT. The terms for any such reimbursable relocations shall be laid out in an agreement that is supported by plans, specifications, and itemized costs of the work agreed upon and shall be executed prior to certification by the DEPARTMENT. The LOCAL GOVERNMENT shall certify via written letter to the DEPARTMENT's Project Manager and District Utilities Engineer that all Utility owners' exsiting and proposed facilities are shown on the
plans with no conflicts 3 months prior to advertising the PROJECT for bids and that any required agreements for reimbursable utility/railroad costs have been fully executed. Further, this certification letter shall state that the LOCAL GOVERNMENT understands that it is responsible for the costs of any additional reimbursable utility/railroad confilcts that arise on construction.
12. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to LET the construction in Attachment " $A$ " on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for PROJECT.
13. The LOCAL GOVERNMENT shall be responsible for acquiring a Value Engineering Consultant for the DEPARTMENT to conduct a Value Engineering Study if the total estimated PROJECT cost is $\$ 10$ million or more. The Value Engineering Study cost is considered a PE cost. The LOCAL GOVERNMENT shall provide project related design data and plans to be evaluated in the study along with appropriate staff to present and answer questions about the PROJECT to the study team. The LOCAL GOVERNMENT shall provide responses to the study recommendations indicating whether they will be implemented or not. If not, a valid
response for not implementing shall be provided. Total project costs include PE, right of way, and construction, reimbursable utility/railroad costs.
14. The LOCAL GOVERNMENT, unless shown otherwise on Attachment $A$, shall acquire the Right of way in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. Seq., and 49 CFR Part 24 and the rules and regulations of the DEPARTMENT. Upon the DEPARTMENT's approval of the PROJECT right of way plans, verification that the approved environmental document is valid and current, a written notice to proceed will be provided by the DEPARTMENT for the LOCAL GOVERNMENT to stake the right of way and proceed with all pre-acquisition right of way activities. The LOCAL GOVERNEMENT shall not proceed to property negotiation and acquisition whether or not the right of way funding is Federal, State or Local, until the right of way agreement named "Contract for the Acquisition of Right of Way" prepared by the DEPARTMENT's Office of Right of Way is executed between the LOCAL GOVERNMENT and the DEPARTMENT. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. Right of way costs eligible for reimbursement include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable right of way costs include administrative expenses such as appraisal, consultant, attorney fees and any inhouse property management or staff expenses. The LOCAL GOVERNMENT shall
certify that all required right of way is obtained and cleared of obstructions, including underground storage tanks, 3 months prior to advertising the PROJECT for bids.
15. The DEPARTMENT unless otherwise shown in Attachment " $A$ " shall be responsible for Letting the PROJECT to construction, solely responsible for executing any agreements with all applicable utility/railroad companies and securing and awarding the construction contract for the PROJECT when the following items have been completed and submitted by the LOCAL GOVERNMENT:
a. Submittal of acceptable PROJECT PE activity deliverables noted in this agreement.
b. Certification that all needed rights of way have been obtained and cleared of obstructions.
c. Certification that the environmental document is current and all needed permits and mitigation for the PROJECT have been obtained.
d. Certification that all Utility/Railroad facilities, existing and proposed, within the PROJECT limits are shown, any conflicts have been resolved and reimbursable agreements, if applicable, are executed.

If the LOCAL GOVERNMENT is shown to LET the construction in Attachment " A ", the LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements stated in Chapter 10 of the DEPARTMENT"s Local Administered Project Manual.
16. The LOCAL GOVERNMENT shall provide a review and recommendation by the engineer of record concerning all shop drawings prior to the DEPARTMENT
review and approval. The DEPARTMENT shall have final authority concerning all shop drawings.
17. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.
18. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors,
omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

DEPARTMENT OF
TRANSPORTATION


LOCAL GOVERNMENT NAME


Signed, sealed and delivered this $\frac{10 \text { 娄 }}{2011}$, in the presence of:


This Agreement approved by Local Government, the 10 H day of Eebrapuy, 20I. Antes (HeathiAB. Logins \#cather S. Coggins, Commission Cluck

FIN: $58-6000836$


The Local Government shall provide a written status report to the Department's Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

## AGENDA ITEM

## Consent

REPORT TO: Work Session (01/08/24)
REPORT TO:
Voting Meeting (01/11/24)

## ITEM NO:

## SUBJECT:

1/2024
Approve the ratification of Emergency Waste Hauling Services for Public Works \& Utilities to Waste Pro of GA, Inc. of Athens, GA, in the amount of \$998,740.00.

## Meetings:

Work Session Date: 01/08/24

Executive Summary:

## Presenter:

BN

## Recommendation:

Approve

## Purpose of Request:

Approve the ratification of Emergency Waste Hauling Services for Public Works and Utilities to Waste Pro ofGA, Inc. of Athens, GA in the amount of $\$ 998,740.00$

## Facts and Issues:

Contracted vendor ED Staffing who was providing waste hauling CDL drivers for the twelve (12) compactor sites and recycling center abruptly discontinued service. The County already has an active contract with Waste Pro of GA, Inc. for other waste pick-up. This ratification is to add waste hauling services fromDecember 18, 2023 through June 30, 2024 via Amendment \#001 and the attached PO \# 20240800

## History:

Waste Pro ofGA, Inc. is a vendor in good standing with the County.

## Options:

## Funding Requested

Are funds within current budget?
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?
Has it been reviewed by the County Attorney?
Is there a deadline for this item?
\$ 998,740.00
No
Solid Waste
Yes
Yes
2024-01-02

Approvals:

| Buyer | Submit | Approve | Purchasing |
| :---: | :---: | :---: | :---: |
| AP | BN | BN | AP |
| Budget | Finance | Attorney | Administration |
| EW | WG | WLI | CR |
| Clerk |  |  |  |

## Attachments:

Financial Supplement
Executed Amendment \#001 Waste Hauling Services
Emergency PO \# 20240800
Waste Pro Annual Contract Renewal
Original Waste Pro Contract Summary Page
Emergency Waste Hauling Services Cost Worksheet
CA Approval Form

## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 1/2024

Funds Requested: \$ 998,740.00
Proposed Source of Funding:
Solid Waste

Request Budgeted: No
Budget Transfer Requested:
Yes

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2024 | 540-SOLID WASTE | $4520-$ SOLID | $521000-$ |  |
|  | FUND | WASTE/DISPOSAL | PROFESSIONAL | SERVICES |

## Budget Transfer Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2024 | $540-$ SOLID W ASTE <br> FUND | $4530-$ LANDFILL | $521000-$ <br> PROFESSIONAL <br> SERVICES | $\$-137,217.00$ |
| 2024 | $540-$ SOLID W ASTE <br> FUND | $4530-$ LANDFILL | $531270-\mathrm{FUEL}$ | $\$-70,000.00$ |
| 2024 | $540-$ SOLID W ASTE <br> FUND | $4530-$ LANDFILL | $541400-$ <br> INFRASTRUCTURE | $\$-622,544.00$ |
| 2024 | $540-$ SOLID W ASTE <br> FUND | $4520-$ SOLID <br> W ASTE/DISPOSAL | $511101-$ PARTâ€TIME <br> SALARIES | $\$-27,403.00$ |
| 2024 | $540-$ SOLID W ASTE <br> FUND | 4520-SOLID <br> WASTE/DISPOSAL | PROFESSIONAL <br> SERVICES | $\$ 857,164.00$ |

Additional Information/Comments:

POST OFFICE DRAWER 1435 GAINESVILLE, GA 30503
t: 770.535 .8270 | f: 770.531 .6711

DIRECTOR
Wesley Geddings

STATE OF GEORGIA COUNTY OF HALL

## Amendment \#001

For the provision of Additional EMERGENCY WASTE-REFUSE COLLECTION SERVICES

## ARTICLE \#101 - INTRODUCTION

This Amendment for Emergency Additional Waste-Refuse Collection Services (hereinafter "Services") to Contract \# 023-42 as entered into on December 14, 2023, and with a limited term from December 18, 2023 to June 30, 2024 is by and between; Hall County, Georgia, (hereinafter "County") located at 2875 Browns Bridge Rd, Gainesville, Georgia 30504, and Waste-Pro - of GA, Inc., located at 1405 Danielsville Road, Athens, GA 30601 (Hereinafter "Contractor"). Contractor is an entity that is legally registered and qualified, and holding any such licenses and certifications as may be required to render Services to do business in the State of Georgia. County and Contractor are known individually as a "Party" and collectively as the "Parties".

Whereas, the current Contract term is in effect from July 1, 2023 - June 30, 2024, and

Whereas, the Parties do mutually desire to Amend the Contract which to document the provision of Additional Services for other good and valuable consideration by the Contractor to the County in exchange for payment as compensation, and

Whereas, this Amendment will become legally binding and executed upon signature by both parties, an

Whereas, any Exhibits, Attachments, and references 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:

## AMENDMENT

A. Contractor agrees to provide the Services to the County as detailed in Exhibit A Solid Waste Hauling Schedule
B. County hereby agrees as good and valuable compensation as outlined in Exhibit B -

Proposal, and is incorporated herein by reference.

## SCOPE OF WORK

The County owns and operates twelve (12) compactor sites which have both trash and recycling roll-off containers, in addition to the County Recycling Center. The County averages 144 hauls per week. Anticipated hauls of Roll-Off Containers from December 18, 2023 to June 30, 2024 totals 4,032 hauls.

## NOTICES:

To the extent that either party to this Amendment 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

Nathan "Nate" Smith
Solid Waste Superintendent
nsmith@hallcounty.org
Ph: (770) 531-6851

## CONTRACTOR'S CONTACT INFO

Michael Viers
Division Manager
Waste-Pro Athens
1405 Danielsville Rd
Athens, GA 30601
mviers@wasteprousa.com
(706) 410-5385

## COUNTY ISSUING OFFICER

Andy Penick
Purchasing Manager
Hall County Purchasing Division
2875 Browns Bridge Rd
Gainesville, GA 30504
apenick@hallcounty.org
Ph: (770) 531-4939

REMIT-TO ADDRESS (if different).
Same

SUCCESSORS AND ASSIGNS. This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

ENTIRE AGREEMENT. Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and conditions and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.
[Signature Page Follows]
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## HAASE-PROO OF GA, HOC



My Brichacd View

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Diver Decent es, 2023
$\square$


## HALL COUNTY, GEORGIA

By.


ZachPropes, County Administrator
Hall County Administration


## Katelyn Sexton

NOTARY PUBLIC
Walton County, GEORGIA
My Commission Expires 07/06/2025

| EXHIBIT A - SOLID WASTE HAULING SCHEDULE |  |  |  |
| :---: | :---: | :---: | :---: |
| LANDFILL PICK-LIP SCHEDULE |  |  |  |
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## EXHIBIT B - PROPOSAL

## WASTE PRO <br> Caring For Our Communities

Mr. Bobby Purdum,
12/04/2023
Thank you for the considering Waste Pro USA for your roll-off services. We are eager to contribute to the success of your project.

Our proposal includes Emergency roll-off services tailored to meet your specific needs. This encompasses timely delivery and retrieval of roll-off containers, waste disposal, recycling options, and adherence to all environmental regulations.

If Waste Pro is awarded the hauling contract, we can start hauling within a weeks' time. I will work with Bobby Purdum personally to lay out a structured service plan to ensure service expectations are met.

Waste Pro will offer an opportunity of employment to the drivers that worked for Hall County through the temp agency. By hiring these drivers this will reduce the amount of training required to learn the Hall County system.

- Charge per haul \$245
- Sunday rates add additional \$25 per haul.
- Holiday rate $\$ 100$ per haul.
- Estimated start date $12 / 18 / 2023$

If you have any questions, please feel free to contact me anytime.

```
Michael Viers | Division Manager
Waste Pro/Athens
1405 Danielsville Road | Athens, GA | 30601
Office | 706.227.3222 | Mobile | 706.410.5385 | Fax | 706.227.2424
mviers@wasteprousa.com | www.wasteprousa.com
```


## Supplement Agreement\#1

## Waste - Refuse Collection Services Annual Contract

Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid \#023-42, Waste - Refuse Collection Services Annual Contract, dated August 27, 2021 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30, 2024,
2. Allow for price adjustments as agreed to and recorded in Attachment $A$,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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


Hall County, Georgia


Waste Pro of GA., Inc.



## Contract Summary Page

| Buyer: | Chuck Pinney |
| :--- | :--- |
| Contract Start Date: | July 1, 2022 |
| Contract End Date: | June 30,2023 |
| Revision Date: |  |

023-42
Waste-Refuse Collection Services Contract
Vendor: \#10031054
Waste Pro of GA, Inc.
1405 Danielsville Rd,
Athens, GA 30601
Contact: Bob Wolk, Regional Mktg Dir, Phone: 386-547-2350, Email: rwolk@wasteprousa.com Contact: Mike Viers, Site Manager, Phone: 706-227-3222, Email: mviers@wasteprousa.com Contact: Lori Gaddy, Office Mgr, Phone: 706-227-3222, Email: Igaddy@wasteprousa.com
Pay Terms: Net 30 Days
Delivery Times: N/A

Waste Collection Service for county departments with vendor furnishing all containers:

## Special Terms and Conditions

32. Scope: To provide for a basic purchase of Waste/Refuse Collection Services Contract with a guaranteed bid price for a 12-month Period. This contract will begin July 1, 2022 and be in effect until June 30, 2023.
33. Renewal: The successful bidder could be allowed two (2) renewals of this contract, all upon the same terms and conditions. Price adjustment may be granted at the renewal date provided that when county notifies bidder of intent to renew contract, the successful bidder submits to Hall County an intent to extend agreement and any price changes requested for the renewal Period. Hall County has the right to accept or reject the renewal and the price changes. Rejection will result in a re-bid of this contract.
34. Quantities: Hall County shall not be required to purchase any minimum amount of Waste/Refuse Collection Services Contract during the contract Period. However, quantities ordered will be based on the needs of the county and will be priced per the contract pricing.
35. Questions: All questions concerning this invitation should be directed to the Buyer whose name appears on the cover page unless otherwise directed.
36. Additional Waste/Refuse Collection Service Needs: Hall County reserves the right to competitively bid or negotiate with successful bidder; any new Waste/Refuse Collection Services item, not listed or defined herein.

| ITEM <br> NO. | LOCATION | SERVICE DESCRIPTION | WEEKLY <br> PRICE | MONTHLY <br> PRICE |
| :---: | :--- | :--- | :---: | :---: |
| 1 | Hall County Government Center <br> 2875 Browns Bridge Road <br> Gainesville, GA 30504 | Five weekly pick-ups and <br> vendor furnishing one <br> 8 cu. yd. container | $\$ 210.00$ | $\$ 909.30$ |
| 2 | Courthouse Annex Building <br> 116 Spring Street <br> Gainesville, GA 30501 | Five weekly pick-ups. and <br> vendor furnishing one <br> 8 cu. yd. container | $\$ 210.00$ | $\$ 909.30$ |
| 3 | County Probation Services <br> 2318 Browns Bridge Road <br> Gainesville, GA 30504 | Two weekly pick-ups and <br> vendor furnishing one <br> 8 cu. yd. container | $\$ 84.00$ | $\$ 363.72$ |
| 4 | New Probation Office <br> 2314 Murphy Blvd <br> Gainesville, GA 30504 | One weekly pick-up and <br> vendor furnishing one <br> 8 cu. yd. container | $\$ 42.00$ | $\$ 181.86$ |
| 5 | HCG Family Health Center <br> 2434 Old Cornelia Hwy <br> Gainesville, GA 30507 | One weekly pick-up and <br> vendor furnishing one <br> 4 cu. yd. container | $\$ 21.00$ | $\$ 90.93$ |
| 7 | Building Maintenance <br> 1694 Barber Road <br> Gainesville, GA 30507 | One weekly pick-up and <br> vendor furnishing one <br> 8 cu. yd. container | $\$ 42.00$ | $\$ 181.86$ |
| 10 | District II Health Office <br> 1350 Athens Street <br> Gainesville, GA 30501 | One weekly pick-up and <br> vendor furnishing one <br> 6 cu. yd. container | $\$ 31.50$ | $\$ 136.40$ |
| 8 | Hall County Library <br> 127 Main Street <br> Gainesville, GA 30501 | One weekly pick-up and <br> vendor furnishing one <br> 6 cu. yd. container | $\$ 31.50$ | $\$ 136.40$ |
| 9 | Spout Springs Branch Library <br> 6488 Spouts Springs Rd <br> Flowery Branch, GA 30542 | North Hall Community Center <br> 4175 Nopone Road <br> Gainesville, GA 30506 | One weekly pick-up and <br> vendor furnishing one <br> 4 cu. yd. container | $\$ 21.00$ |


| $\begin{aligned} & \text { ITEM } \\ & \text { NO. } \end{aligned}$ | LOCATION | SERVICE DESCRIPTION | WEEKLY <br> PRICE | MONTHLY <br> PRICE |
| :---: | :---: | :---: | :---: | :---: |
| 13 | Agriculture Center 1855 Calvary Church Road Gainesville, GA 30507 | Two weekly pick-ups and vendor furnishing three $8 \mathrm{cu} . \mathrm{yd}$. containers | \$252.00 | \$1,091.16 |
| 14 | River Forks Park 3500 Keith Bridge Road Gainesville, GA 30504 | Two weekly pick-ups and vendor furnishing two $8 \mathrm{cu} . \mathrm{yd}$. containers | \$168.00 | \$727.44 |
| 15 | Allen Creek Soccer Complex 2500 Allen Creek Rd Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 |
| 16 | Cherokee Bluffs <br> 5867 Blackjack Road <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 |
| 17 | Spout Springs Water Reclamation Facility 6818 Spout Springs Road Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one 8 cu . yd. container | \$42.00 | \$181.86 |
| 18 | Hall County Animal Shelter 1688 Barber Road Gainesville, GA 30507 | Three weekly pick-ups and vendor furnishing one 8 cu. yd. container | \$126.00 | \$545.58 |
| 19 | Sheriff's Office - LEC <br> 2859 Browns Bridge Road <br> Gainesville GA 30504 <br> Accessed via: 2912 Florence Drive | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 |
| 20 | Hall County Sheriff Quartermaster 1680 Barber Road <br> Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 6 cu. yd. container | \$31.50 | \$136.40 |
| 21 | Sheriffs Dept Training Center 2684 Allen Creek Rd <br> Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 6 cu. yd. container | \$31.50 | \$136.40 |
| 22 | Hall County Sheriff South Precinct 7345 Cody Drive <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | \$21.00 | \$90.93 |
| 23 | Hall County Jail 1700 Barber Road Gainesville, GA 30507 | Five weekly pick-ups and vendor furnishing three $8 \mathrm{cu} . \mathrm{yd}$. containers | \$630.00 | \$2,727.90 |
| 24 | Correctional Institution 1698 Barber Road Gainesville, GA 30507 | Two weekly pick-ups and vendor furnishing three $8 \mathrm{cu} . \mathrm{yd}$. containers | \$252.00 | \$1,091.16 |


| $\begin{aligned} & \hline \text { ITEM } \\ & \text { NO. } \\ & \hline \end{aligned}$ | LOCATION | SERVICE DESCRIPTION | WEEKLY PRICE | MONTHLY PRICE |
| :---: | :---: | :---: | :---: | :---: |
| 25 | Emergency Operation Center 47.0 Crescent Drive <br> Gainesville, GA 30501 | One weekly pick-up and vendor furnishing one 8 cu . yd. container | \$42.00 | \$181.86 |
| 26 | Fire Rescue - Maintenance Shop 2801 Allen Creek Rd <br> Gainesville, GA 30507 | One weekly pick-up and vendor furnishing two $8 \mathrm{cu} . \mathrm{yd}$. container | \$84.00 | \$363.72 |
| 26A | Fire Rescue Warehouse 3144 Gillsville Hwy Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 |
| 27 | Fire Station \#1 - New Station 3126 Gillsville Hwy Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 27A | Fire Station \#1 - Old Station 2460 Athens Hwy Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 28 | Fire Station \#2 6012 Hulsey Rd Clermont, GA 30527 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 29 | Fire Station \#3 4660 Ledan Extension Gainesville, GA 30506 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 30 | Fire Station \#4 2940 McEver Road Gainesville, GA 30504 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | \$21.00 | \$90.93 |
| 31 | Fire Station \#5 4187 Falcon Parkway Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one 8 cu. yd. container | \$42.00 | \$181.86 |
| 32 | Fire Station \#10 5608 Hwy 52 <br> Gillsville, GA 30543 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 33 | Fire Station \#11 5626 Bark Camp Dr Murraysville, GA 30564 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | \$21.00 | \$90.93 |
| 34 | Fire Station \#12 <br> 4890 Winder Hwy <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 35 | Fire Station \#13 <br> 2709 Sardis Rd <br> Gainesville, GA 30503 | One weekly pick-up and vendor furnishing one 4 cu . yd. container | \$21.00 | \$90.93 |


| ITEM <br> NO. | LOCATION | SERVICE DESCRIPTION | WEEKLY <br> PRICE | MONTHLY <br> PRICE |
| :---: | :--- | :--- | :---: | :---: |
| 36 | Fire Station \#14 <br> 7065 Dove Point Lane <br> Hoschton, GA 30548 | One weekly pick-up and <br> vendor furnishing one <br> 4 cu. yd. container | $\$ 21.00$ | $\$ 90.93$ |
| 37 | Fire Station \#15 <br> 4219 Autry Spur <br> Gainesville, GA 30506 | One weekly pick-up and <br> vendor furnishing one <br> 4 cu. yd. container | $\$ 21.00$ | $\$ 90.93$ |
| 38 | Fire Station \#16 <br> 4209 Shirley Rd <br> Gainesvill, GA 30506 | One weekly pick-up and <br> vendor furnishing one <br> 8 cu. yd. container | $\$ 42.00$ | $\$ 181.86$ |
| 39 | Extra Containers: Solid Waste at any <br> location if found to be necessary | One weekly pick-up of <br> 8 cu. yd. container | $\$ 42.00$ | $\$ 181.86$ |
| 40 | Extra Containers: Recyclable Cardboard <br> at any location if found to be necessary | One weekly pick-up of <br> 8 cu. yd. container | $\$ 56.00$ | $\$ 242.48$ | CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS-A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT. BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

Hall County, GA dba Hall County
Board of Commissioners Attr: Sherisse Chastine 2875 Browns Bridge Rd Gainesville, GA 30504

## CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

## ATTACHMENT \#01 SOLID WASTE LOCATIONS MAP

RFQ/P \#43-043 Augmented Staffing Services for CDL Drivers


## CONTRACT EXECUTION SIGNATURE REQUEST PRICE INCREASE DETAILS

Bid/Contract No: 43-007
Bid/Contract Name: Waste-Refuse Collection Services Annual Contract- Vendor has requested a $9 \%$ price increase in rates across the board due to the current CPI increases of $5 \%$ and disposal increases that exceed $21 \%$. See attached pricing information for details.

## Attachment A

## Waste-Refuse Collection Services Annual Contract

March 28, 2023

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

Waste pro wishes to request a $9 \%$ increase in the rates across the board due to the current CPI increase of $5 \%$ and disposal site increases that exceeded $21 \%$. Waste Pro is willing to negotiate and Waste Pro does not desire that these services should be re-bid.

| IFB 023-42 <br> Waste-Refuse Collection Services Annual C |  |  | Waste Pro of GA <br> Athens, GA |  | ROPOSED 5\% FY 2024 PRICING |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| $\begin{aligned} & \text { ITEM } \\ & \text { NO. } \end{aligned}$ | LOCATION | SERVICE DESCRIPTION | WEEKLY PRICE | $\begin{aligned} & \text { MONTHLY } \\ & \text { PRICE } \\ & \hline \end{aligned}$ | WEEKLY PRICE | $\begin{gathered} \hline \text { MONTHLY } \\ \text { PRICE } \\ \hline \end{gathered}$ |
| 1 | Hall County Govemment Center 2875 Browns Bridge Road <br> Gainesville, GA 30504 | Five weekly pick-ups and vendor furnishing one 8 cu. yd. container | \$210.00 | \$909,30 | \$228.90 | \$954.77 |
| 2 | Courthouse Annex Building 116 Spring Street <br> Gainesville, GA 30501 | Five weekly pick-ups and vendor fumishing one 8 cu. yd. container | \$210.00 | \$909.30 | \$228.90 | \$954.77 |
| 3 | County Probation Services 2318 Browns Bridge Road Gainesville, GA 30504 | Two weekly pick-ups and vendor fumishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$84.00 | \$363.72 | \$91.56 | \$381.90 |
| 4 | New Probation Office 2314 Murphy Blvd Gainesville, GA 30504 | One weekly pick-up and vendor fumishing one $8 \mathrm{ct} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
| 5 | HCG Family Health Center 2434 Old Comelia Hwy Gainesville, GA 30507 | One weekly pick-up and vendor furrishing one 4 cu. yd. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 6 | Building Maintenance 1694 Barber Road Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
| 7 | District II Health Office 1350 Athens Streat Gainesville, GA 30501 | One weekly pick-up and vendor furnishing one $6 \mathrm{cu} . \mathrm{yd}$. container | \$31.50 | \$136.40 | \$34.34 | \$143.22 |
| 8 | Hall County Library 127 Main Street Gainesville, GA 30501 | One weekly pick-up and vendor furnishing one $6 \mathrm{cu} . \mathrm{yd}$. container | \$31.50 | \$136.40 | \$34.34 | \$143.22 |
| 9 | Spout Springs Branch Library 6488 Spouts Springs Rd Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 10 | North Hall Community Genter 4175 Nopone Road Gainesville, GA 30505 | One weekly pick-up and vendor fumishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
| 11 | Mulbery Creek Community Ctr 4491 J.M Turk Road <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor fumishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 12 | East Hall Community Ctr 3912 P. Davidson Road Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |


| 13 | Agricusture Center 1855 Calvary Church Road Gainesville, GA 30507 | Two weekly pick-ups and vendor fumishing three $8 \mathrm{cu} . \mathrm{yd}$. containers | \$252.00 | \$1,091.16 | \$274.68 | \$1,145.72 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 14 | River Forks Park 3500 Keith Bridge Road Gainesville, GA 30504 | Two weekly pick-ups and vendor furnishing two $8 \mathrm{cu} . \mathrm{yd}$. containers | \$168.00 | \$727.44 | \$183.12 | \$763.81 |
| 15 | Allen Creek Soccer Complex 2500 Allen Creek Rd Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
| 16 | Cherokee Bluffs 5867 Blackjack Road <br> Flowery Branch, GA 30542 | One weekly plck-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
| 17 | Spout Springs Water Reclamation <br> 6818 Spout Springs Road <br> Flowery Branch, GA 30542 | One weekly plck-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | 4.5.78 | \$190.95 |
| 18 | Hall County Animal Shelter 1688 Barber Road Gainesville, GA 30507 | Three weekly plck-ups and vendor fumishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$126.00 | \$545.58 | \$137.34 | \$572.86 |
| 19 | Sheriff's Office - LEC <br> 2859 Browns Bridge Road <br> Gainesville GA 30504 <br> Accessed via: 2912 Florence Drive | Twice weekly pick-up and vendor fumishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$84.00 | \$363.72 | \$91.65 | \$381.91 |
| 20 | Hall County Sheriff Quartermaster 1680 Barber Road <br> Gainesville, GA 30507 | One weekly pick-up and vendor fumishing one $6 \mathrm{cu} . \mathrm{yd}$. container | \$31.50 | \$136.40 | \$34.34 | \$143.22 |
| 21 | Sheriffis Dept Training Center 2684 Allen Creek Rd <br> Gainesvilile, GA 30507. | One weekly pick-up and vendor furnishing one $6 \mathrm{cu} . \mathrm{yd}$ : container | \$31.50 | \$136.40 | \$34.34 | \$143.22 |
| 22 | Hall County Sheriff South Precinc 7345 Cody Drive <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor fumishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 23 | Hall County Jail 1700 Barber Road Gainesville, GA 30507 | Five weekly pick-ups and vendor fumishing three $8 \mathrm{cu} . \mathrm{yd}$. containers | \$630.00 | \$2,727.90 | \$686.70 | \$2,864.30 |
| 24 | Correctional Institution 1698 Barber Road Gainesville, GA 30507 | Two weekly plck-ups and vendor furnishing three $8 \mathrm{cu} . \mathrm{yd}$. containers | \$252.00 | . \$1,091.16 | \$274.68 | \$1,146.18 |
| 25 | Emergency Operation Center 470 Crescent Drive Gainesville, GA 30501 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
|  | Fire Station - Maintenance Shop | One weekly pick-up and |  |  |  |  |


| 26 | 2801 Allen Creek Rd <br> Gainesville, GA 30507 | vendor fumishing two $.8 \mathrm{cu} . \mathrm{yd}$. container | \$84.00 | \$363.72 | \$91.56 | \$381.91 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 27 | Fire Station \#1 2460 Athens Hwy Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 28 | Fire Station \#2 6012 Hulsey Rd Clermont, GA 30527 | One weekly pick-up and vendor fumishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 29 | Fire Station \#3 4660 Ledan Extension Galnesville, GA 30506 | One weekly pick-up and vendor furnishing one 4 cu . yd. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 30 | Fire Station \#4 2940 McEver Road Gainesville, GA 30504 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 31 | Fire Station \#5 4187 Falcon Parkway <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
| 32 | Fire Station \#9 5050 Poplar Springs Road Galnesville, GA 30507 | One weekly pick-up and vendar furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 33 | Fire Station \#10 5608 Hwy 52 <br> Gillsville, GA 30543 | One weekly pick-up and vendor fumishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 34 | Fire Station \#11 5626 Bark Camp Dr Murraysville, GA 30564 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 35 | Fire Station \#12 4890 Winder Hwy <br> Flowery Branch, GA 30542 | One weekiy pick-up and vendor fumishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 36 | Fire Station \#13 2709 Sardis Rd Gainesville, GA 30503 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 37 | Fire Station $\# 14$ 7065 Dove Point Lane Hoschton, GA 30548 | One weekly pick-up and vendor fumishing one 4 cu. yd. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 38 | Fire Station \#15 4219 Autry Spur Gainesville, GA 30506 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 39 | Fire Station \#16 4209 Shirdey Rd Gainesville, GA 30506 | One weekly plck-up and vendor fumishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |


| 40 | Extra Contalners: Solld Waste at location if found to be necessary | One weekly pick-up of $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 41 | Extra Containers: Recyclable Car at any location if found to be nece | One weekly plck-up of $8 \mathrm{cu} . \mathrm{yd}$. container | \$56.00 | \$242.48 | \$61.04 | \$254.98 |
| RECOMMENDED AWARD: |  |  | MONTHLY TOTAL | \$12,730.22 | FY24 Monthly Total | \$13,813.17 |
|  |  |  | ANNUAL TOTAL | \$152,762.64 | FY24 Annual Total | \$165,758.04 |

Hall County Board of Commissioners
PURCHASE ORDER
Financial Services
PO Drawer 1435
Gainesville, GA 30503
ommissioners
Ship To
HALL COUNTY LANDFILL
1700 OAKBROOK DRIVE
GAINESVILLE, GA 30507

Fiscal Year 2024 Page 1 of 1

| PURCHASE ORDER DETAILS |  |
| :--- | ---: |
| Purchase Order Number | $\mathbf{2 0 2 4 0 8 0 0}$ |
| Purchase Order Date | $\mathbf{0 1 / 0 2 / 2 0 2 4}$ |
| Department | SOLID WASTE/DISPOSAL |

The Terms and Conditions printed on the back of this Purchase Order shall govern the terms of this purchase.
Vendor 12211
WASTE PRO OF GA, INC
1405 DANIELSVILLE RD
ATHENS, GA 30601

| Bill To | Ship To |
| :--- | :--- |
| Please send all invoices to | HALL COUNTY LANDFILL |
| accountspayable@hallcounty.org | 1700 OAKBROOK DRIVE |
|  | GAINESVILLE, GA 30507 |



[^3] the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

## HALL COUNTY, GEORGIA 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 arise between these Terms and Conditions herein and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set herein shall supersede and govern over all Supplier's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as '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 shall be deem as the Supplier's full and complete acceptance of the County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, contractor, consultant, designer distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days. The County may consider Prompt Pay Terms if offered at least five percent (5\%) of the total and not less than fifteen (15) days terms. A supplier simply offering such a discount does not constitute the County's acceptance of such, and the County shall not be bound to the offer.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to goods delivered or services rendered that were not ordered and specified in writing.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
15. The County does not accept automatic renewals with the exception of monthly subscription services.
16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
17. The County does not pay deposits towards goods ordered. Exception may be given to custom cut (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. Delivery shall be made to the ship-to address(s) listed on the PO and within the time specified. The Supplier must note if multiple ship-to address are used and deliver goods to the appropriate ship-to address.
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. No right or interest in the contract shall be assigned by the Supplier without written permission of the County, and no delegation of any obligation owed or of the performance of any obligation by the Supplier shall be made without the written permission of the County. Any attempted assignment or delegation shall be wholly void and totally ineffective 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 this 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, conform exactly to all of the descriptions, specifications, and attachments contained in the Bid Solicitation, Request for Proposals, Invitation for Bid, or other advertisements, upon which this order is based; and 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, photo negatives, positives, artwork, plates, engravings, and other printed media materials owned by the County shall become and remain County property and shall be delivered to the County upon equest.
32. Invoices should be submitted to the County as described on the PO, and each PO Number and/or Contract Number must be shown on each invoice submitted.
33. In the event that this PO is issued with 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 the Supplier and any of its subcontractors have 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 unless otherwise denoted, 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.
42. Any changes to the PO in quantity or dollar amount require a written change order issued by the County

State of Georgia
Contract \#023-42-1
County of Hall

## Supplement Agreement \#1

## Waste - Refuse Collection Services Annual Contract

March 28, 2023
Whereas, the County desires to extend the contract period for a one year period through June 30, 2024, in accordance with the terms and conditions of Bid \#023-42, Waste - Refuse Collection Services Annual Contract, dated August 27, 2021 and

Whereas the Contractor has agreed to this extension and agrees to provide services and/or materials previously supplied in accordance with the original agreement; and

Whereas, with both parties agreeing to the extension as stated and therefore, the above numbered contract is hereby changed as follows:

1. By extending the contract coverage for a one year period through June 30,2024 ,
2. Allow for price adjustments as agreed to and recorded in Attachment $A$,
3. Change Orders: Any and all change orders requested by the successful bidder on this project must be approved per the County's Purchasing Policies through the Contract Administrator prior to any work being performed. Any work performed outside the contract agreement for which compensation over and above the contract is requested must have an approved Change Order. If work is done before approval of a Change Order, the subsequent Change Order will be rejected.

With the above change to the original contract set forth herein, the parties hereto agree that all terms and conditions of the original agreement will remain in full force and effect and legally binding on both parties.

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


Hall County, Georgia


## CONTRACT EXECUTION SIGNATURE REQUEST PRICE INCREASE DETAILS

Bid/Contract No: 43-007
Bid/Contract Name: Waste-Refuse Collection Services Annual Contract- Vendor has requested a 9\% price increase in rates across the board due to the current CPI increases of $5 \%$ and disposal increases that exceed $21 \%$. See attached pricing information for details.

## Attachment A

## Waste - Refuse Collection Services Annual Contract

Whereas, the Contractor and the County have agreed to a change in the contract prices and have recorded them below, and have both agreed to their rates, the prices associated with this contract are hereby changed upon approval of the County:

Waste pro wishes to request a $9 \%$ increase in the rates across the board due to the current CPI increase of $5 \%$ and disposal site increases that exceeded $21 \%$. Waste Pro is willing to negotiate and Waste Pro does not desire that these services should be re-bid.

| IFB 023-42 <br> Waste-Refuse Collection Services Annual C |  |  | Waste Pro of GA <br> Athens, GA |  | PROPOSED 5\% FY 2024 PRICING |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| ITEM NO. | LOCATION | SERVICE DESCRIPTION | WEEKLY PRICE | MONTHLY PRICE | WEEKLY PRICE | MONTHLY PRIGE |
| 1 | Hall County Government Center 2875 Browns Bridge Road Gainesville, GA 30504 | Five weekly pick-ups and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$210.00 | \$909.30 | \$228.90 | \$954.77 |
| 2 | Courthouse Annex Building 116 Spring Street Gainesville, GA 30501 | Five weekly pick-ups and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$210.00 | \$909.30 | \$228.90 | \$954.77 |
| 3 | County Probation Services 2318 Browns Bridge Road Gainesville, GA 30504 | Two weekly pick-ups and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$84.00 | \$363.72 | \$91.56 | \$381.90 |
| 4 | New Probation Office 2314 Murphy Blvd Gainesville, GA 30504 | One weekly pick-up and vendor furnishing one 8 cu . yd. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
| 5 | HCG Family Health Center 2434 Old Cornelia Hwy Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 4 cu . yd. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 6 | Building Maintenance 1694 Barber Road Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
| 7 | District II Health Office 1350 Athens Street Gainesville, GA 30501 | One weekly pick-up and vendor furnishing one 6 cu . yd. container | \$31.50 | \$136.40 | \$34.34 | \$143.22 |
| 8 | Hall County Library 127 Main Street Gainesville, GA 30501 | One weekly pick-up and vendor furnishing one 6 cu . yd. container | \$31.50 | \$136.40 | \$34.34 | \$143.22 |
| 9 | Spout Springs Branch Library 6488 Spouts Springs Rd Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one 4 cu . yd. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 10 | North Hall Community Center 4175 Nopone Road Gainesville, GA 30506 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
| 11 | Mulberry Creek Community Ctr 4491 J.M Turk Road Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one 4 cu . yd. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 12 | East Hall Community Ctr 3912 P. Davidson Road Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 4 cu . yd. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |


| 13 | Agriculture Center 1855 Calvary Church Road Gainesville, GA 30507 | Two weekly pick-ups and vendor furnishing three $8 \mathrm{cu} . \mathrm{yd}$. containers | \$252.00 | \$1,091.16 | \$274.68 | \$1,145.72 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 14 | River Forks Park 3500 Keith Bridge Road Gainesville, GA 30504 | Two weekly pick-ups and vendor furnishing two $8 \mathrm{cu} . \mathrm{yd}$. containers | \$168.00 | \$727.44 | \$183.12 | \$763.81 |
| 15 | Allen Creek Soccer Complex 2500 Allen Creek Rd <br> Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 8 cu . yd. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
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| 18 | Hall County Animal Shelter 1688 Barber Road Gainesville, GA 30507 | Three weekly pick-ups and vendor furnishing one 8 cu . yd. container | \$126.00 | \$545.58 | \$137.34 | \$572.86 |
| 19 | Sheriff's Office - LEC <br> 2859 Browns Bridge Road <br> Gainesville GA 30504 <br> Accessed via: 2912 Florence Drive | Twice weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$84.00 | \$363.72 | \$91.65 | \$381.91 |
| 20 | Hall County Sheriff Quartermaster 1680 Barber Road <br> Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $6 \mathrm{cu} . \mathrm{yd}$. container | \$31.50 | \$136.40 | \$34.34 | \$143.22 |
| 21 | Sheriff's Dept Training Center 2684 Allen Creek Rd <br> Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $6 \mathrm{cu} . \mathrm{yd}$. container | \$31.50 | \$136.40 | \$34.34 | \$143.22 |
| 22 | Hall County Sheriff South Precinc 7345 Cody Drive <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 23 | Hall County Jail 1700 Barber Road Gainesville, GA 30507 | Five weekly pick-ups and vendor furnishing three $8 \mathrm{cu} . \mathrm{yd}$. containers | \$630.00 | \$2,727.90 | \$686.70 | \$2,864.30 |
| 24 | Correctional Institution 1698 Barber Road Gainesville, GA 30507 | Two weekly pick-ups and vendor furnishing three $8 \mathrm{cu} . \mathrm{yd}$. containers | \$252.00 | \$1,091.16 | \$274.68 | \$1,146.18 |
| 25 | Emergency Operation Center 470 Crescent Drive <br> Gainesville, GA 30501 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
|  | Fire Station - Maintenance Shop | One weekly pick-up and |  |  |  |  |


| 26 | 2801 Allen Creek Rd <br> Gainesville, GA 30507 | vendor furnishing two $8 \mathrm{cu} . \mathrm{yd}$. container | \$84.00 | \$363.72 | \$91.56 | \$381.91 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 27 | Fire Station \#1 2460 Athens Hwy Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 28 | Fire Station \#2 6012 Hulsey Rd Clermont, GA 30527 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 29 | Fire Station \#3 4660 Ledan Extension Gainesville, GA 30506 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 30 | Fire Station \#4 2940 McEver Road Gainesville, GA 30504 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 31 | Fire Station \#5 4187 Falcon Parkway <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
| 32 | Fire Station \#9 5050 Poplar Springs Road Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 33 | Fire Station \#10 5608 Hwy 52 <br> Gillsville, GA 30543 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 34 | Fire Station \#11 5626 Bark Camp Dr Murraysville, GA 30564 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 35 | Fire Station \#12 4890 Winder Hwy <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 36 | Fire Station \#13 2709 Sardis Rd <br> Gainesville, GA 30503 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 37 | Fire Station \#14 7065 Dove Point Lane Hoschton, GA 30548 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 38 | Fire Station \#15 4219 Autry Spur Gainesville, GA 30506 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 | \$22.89 | \$95.48 |
| 39 | Fire Station \#16 4209 Shirley Rd Gainesville, GA 30506 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |


| 40 | Extra Containers: Solid Waste at location if found to be necessary | One weekly pick-up of $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 | \$45.78 | \$190.95 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 41 | Extra Containers: Recyclable Car at any location if found to be nece | One weekly pick-up of $8 \mathrm{cu} . \mathrm{yd}$. container | \$56.00 | \$242.48 | \$61.04 | \$254.98 |
| RECOMMENDED AWARD: |  |  | $\begin{gathered} \text { MONTHLY } \\ \text { TOTAL } \end{gathered}$ | \$12,730.22 | FY24 Monthly Total | \$13,813.17 |
|  |  |  | ANNUAL TOTAL | \$152,762.64 | FY24 Annual Total | \$165,758.04 |



POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t 770.535 .8270 | f: 770.531 .6711
DIRECTOR
Wes Geddings

## Hall County Government

FINANCIAL SERVICES

## CONTRACT EXECUTION SIGNATURE REQUEST

Date: 05/03/2023
To: Richard Higgins, Chairman, BOC
From: Julie Dorough, Buyer
Your signature is requested to execute the attached bid/contract award documents for:

Bid/Contract No: 023-42-1
Bid/Contract Name: Waste-Refuse Collection Services Annual Contract
Department(s) Requesting Contract: Multiple
Award Recipient Name: Waste Pro of GA., Inc.
Date of BOC Approval: 10/14/2021
Contract Description:


Comments: Year two (2) of a possible three (3) year contract.

## Contract Summary Page

| Buyer: | Chuck Pinney |
| :--- | :--- |
| Contract Start Date: | July 1, 2022 |
| Contract End Date: | June 30, 2023 |
| Revision Date: |  |

023-42
Waste-Refuse Collection Services Contract
Vendor: \#10031054
Waste Pro of GA, Inc.
1405 Danielsville Rd,
Athens, GA 30601
Contact: Bob Wolk, Regional Mktg Dir, Phone: 386-547-2350, Email: rwolk@wasteprousa.com
Contact: Mike Viers, Site Manager, Phone: 706-227-3222, Email: mviers@wasteprousa.com
Contact: Lori Gaddy, Office Mgr, Phone: 706-227-3222, Email: Igaddy@wasteprousa.com
Pay Terms: Net 30 Days
Delivery Times: N/A

Waste Collection Service for county departments with vendor furnishing all containers:

## Special Terms and Conditions

32. Scope: To provide for a basic purchase of Waste/Refuse Collection Services Contract with a guaranteed bid price for a 12-month Period. This contract will begin July 1, 2022 and be in effect until June 30, 2023.
33. Renewal: The successful bidder could be allowed two (2) renewals of this contract, all upon the same terms and conditions. Price adjustment may be granted at the renewal date provided that when county notifies bidder of intent to renew contract, the successful bidder submits to Hall County an intent to extend agreement and any price changes requested for the renewal Period. Hall County has the right to accept or reject the renewal and the price changes. Rejection will result in a re-bid of this contract.
34. Quantities: Hall County shall not be required to purchase any minimum amount of Waste/Refuse Collection Services Contract during the contract Period. However, quantities ordered will be based on the needs of the county and will be priced per the contract pricing.
35. Questions: All questions concerning this invitation should be directed to the Buyer whose name appears on the cover page unless otherwise directed.
36. Additional Waste/Refuse Collection Service Needs: Hall County reserves the right to competitively bid or negotiate with successful bidder; any new Waste/Refuse Collection Services item, not listed or defined herein.

| $\begin{aligned} & \hline \text { ITEM } \\ & \text { NO. } \end{aligned}$ | LOCATION | SERVICE DESCRIPTION | WEEKLY <br> PRICE | MONTHLY PRICE |
| :---: | :---: | :---: | :---: | :---: |
| 1 | Hall County Government Center 2875 Browns Bridge Road Gainesville, GA 30504 | Five weekly pick-ups and vendor furnishing one 8 cu . yd. container | \$210.00 | \$909.30 |
| 2 | Courthouse Annex Building 116 Spring Street Gainesville, GA 30501 | Five weekly pick-ups and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$210.00 | \$909.30 |
| 3 | County Probation Services 2318 Browns Bridge Road Gainesville, GA 30504 | Two weekly pick-ups and vendor furnishing one 8 cu . yd. container | \$84.00 | \$363.72 |
| 4 | New Probation Office <br> 2314 Murphy Blvd <br> Gainesville, GA 30504 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 |
| 5 | HCG Family Health Center 2434 Old Cornelia Hwy Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | \$21.00 | \$90.93 |
| 6 | Building Maintenance 1694 Barber Road Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 |
| 7 | District II Health Office 1350 Athens Street Gainesville, GA 30501 | One weekly pick-up and vendor furnishing one 6 cu . yd. container | \$31.50 | \$136.40 |
| 8 | Hall County Library <br> 127 Main Street <br> Gainesville, GA 30501 | One weekly pick-up and vendor furnishing one 6 cu. yd. container | \$31.50 | \$136.40 |
| 9 | Spout Springs Branch Library 6488 Spouts Springs Rd Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 10 | North Hall Community Center 4175 Nopone Road Gainesville, GA 30506 | One weekly pick-up and vendor furnishing one 8 cu. yd. container | \$42.00 | \$181.86 |
| 11 | Mulberry Creek Community Ctr 4491 J.M Turk Road <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 12 | East Hall Community Ctr 3912 P. Davidson Road Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 4 cu . yd. container | \$21.00 | \$90.93 |


| $\begin{aligned} & \text { ITEM } \\ & \text { NO. } \end{aligned}$ | LOCATION | SERVICE DESCRIPTION | WEEKLY <br> PRICE | MONTHLY PRICE |
| :---: | :---: | :---: | :---: | :---: |
| 13 | Agriculture Center 1855 Calvary Church Road Gainesville, GA 30507 | Two weekly pick-ups and vendor furnishing three $8 \mathrm{cu} . \mathrm{yd}$. containers | \$252.00 | \$1,091.16 |
| 14 | River Forks Park 3500 Keith Bridge Road Gainesville, GA 30504 | Two weekly pick-ups and vendor furnishing two $8 \mathrm{cu} . \mathrm{yd}$. containers | \$168.00 | \$727.44 |
| 15 | Allen Creek Soccer Complex 2500 Allen Creek Rd Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 8 cu . yd. container | \$42.00 | \$181.86 |
| 16 | Cherokee Bluffs <br> 5867 Blackjack Road <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 |
| 17 | Spout Springs Water Reclamation Facility 6818 Spout Springs Road <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 |
| 18 | Hall County Animal Shelter 1688 Barber Road Gainesville, GA 30507 | Three weekly pick-ups and vendor furnishing one 8 cu . yd. container | \$126.00 | \$545.58 |
| 19 | Sheriff's Office - LEC <br> 2859 Browns Bridge Road <br> Gainesville GA 30504 <br> Accessed via: 2912 Florence Drive | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 |
| 20 | Hall County Sheriff Quartermaster 1680 Barber Road Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 6 cu. yd. container | \$31.50 | \$136.40 |
| 21 | Sheriff's Dept Training Center 2684 Allen Creek Rd Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $6 \mathrm{cu} . \mathrm{yd}$. container | \$31.50 | \$136.40 |
| 22 | Hall County Sheriff South Precinct 7345 Cody Drive <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 23 | Hall County Jail 1700 Barber Road Gainesville, GA 30507 | Five weekly pick-ups and vendor furnishing three 8 cu . yd. containers | \$630.00 | \$2,727.90 |
| 24 | Correctional Institution 1698 Barber Road Gainesville, GA 30507 | Two weekly pick-ups and vendor furnishing three $8 \mathrm{cu} . \mathrm{yd}$. containers | \$252.00 | \$1,091.16 |


| $\begin{aligned} & \text { ITEM } \\ & \text { NO. } \end{aligned}$ | LOCATION | SERVICE DESCRIPTION | WEEKLY PRICE | MONTHLY PRICE |
| :---: | :---: | :---: | :---: | :---: |
| 25 | Emergency Operation Center 470 Crescent Drive Gainesville, GA 30501 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 |
| 26 | Fire Rescue - Maintenance Shop 2801 Allen Creek Rd Gainesville, GA 30507 | One weekly pick-up and vendor furnishing two $8 \mathrm{cu} . \mathrm{yd}$. container | \$84.00 | \$363.72 |
| 26A | Fire Rescue Warehouse 3144 Gillsville Hwy <br> Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 |
| 27 | Fire Station \#1 - New Station 3126 Gillsville Hwy <br> Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 27A | Fire Station \#1-Old Station 2460 Athens Hwy <br> Gainesville, GA 30507 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | \$21.00 | \$90.93 |
| 28 | Fire Station \#2 6012 Hulsey Rd Clermont, GA 30527 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 29 | Fire Station \#3 4660 Ledan Extension Gainesville, GA 30506 | One weekly pick-up and vendor furnishing one 4 cu . yd. container | \$21.00 | \$90.93 |
| 30 | Fire Station \#4 2940 McEver Road Gainesville, GA 30504 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 31 | Fire Station \#5 4187 Falcon Parkway <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one $8 \mathrm{cu} . \mathrm{yd}$. container | \$42.00 | \$181.86 |
| 32 | Fire Station \#10 <br> 5608 Hwy 52 <br> Gillsville, GA 30543 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | \$21.00 | \$90.93 |
| 33 | Fire Station \#11 5626 Bark Camp Dr Murraysville, GA 30564 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 34 | Fire Station \#12 <br> 4890 Winder Hwy <br> Flowery Branch, GA 30542 | One weekly pick-up and vendor furnishing one $4 \mathrm{cu} . \mathrm{yd}$. container | \$21.00 | \$90.93 |
| 35 | Fire Station \#13 2709 Sardis Rd <br> Gainesville, GA 30503 | One weekly pick-up and vendor furnishing one 4 cu. yd. container | \$21.00 | \$90.93 |


| ITEM <br> NO. | LOCATION | SERVICE DESCRIPTION | WEEKLY <br> PRICE | MONTHLY <br> PRICE |
| :---: | :--- | :--- | :---: | :---: |
| 36 | Fire Station \#14 <br> 7065 Dove Point Lane <br> Hoschton, GA 30548 | One weekly pick-up and <br> vendor furnishing one <br> 4 cu. yd. container | $\$ 21.00$ | $\$ 90.93$ |
| 37 | Fire Station \#15 <br> 4219 Autry Spur <br> Gainesville, GA 30506 | One weekly pick-up and <br> vendor furnishing one <br> 4 cu. yd. container | $\$ 21.00$ | $\$ 90.93$ |
| 38 | Fire Station \#16 <br> 4209 Shirley Rd <br> Gainesville, GA 30506 | One weekly pick-up and <br> vendor furnishing one <br> 8 cu. yd. container | $\$ 42.00$ | $\$ 181.86$ |
| 39 | Extra Containers: Solid Waste at any <br> location if found to be necessary | One weekly pick-up of <br> 8 cu. yd. container | $\$ 42.00$ | $\$ 181.86$ |
| 40 | Extra Containers: Recyclable Cardboard <br> at any location if found to be necessary | One weekly pick-up of <br> 8 cu. yd. container | $\$ 56.00$ | $\$ 242.48$ |


| Schedule | Cost Per Haul |  | Ave Hauls | Cost |
| :--- | :--- | :--- | :---: | ---: |
| Waste Hauling Services - Weekdays* | $\$$ | 245.00 | 3,671 | $\$$ |

[^4]A Approval Form Number

HALL COUNTY
We hate it all in Hatll
Hall County Request for County Administrator Approval

| Department: Solid Waste |  |  | Date Submitted: | 12/11/2023 |
| :---: | :---: | :---: | :---: | :---: |
| $\begin{aligned} & \text { Submitted By: } \\ & \text { Bill Nash } \end{aligned}$ |  |  | Multiple Depts? | Yes |
| Budget Type:Operating |  |  |  |  |
| Special Routing: Budget $\sqrt{ }$ | Contracts $\square$ Grants | Personnel |  |  |
| Special Routing Comments: <br> CA form should be routed to Purchasing and Financial Services. |  |  |  |  |
| County Administrator Action Requested: <br> Requesting approval to make the budget transfers within the Landfill Fund totaling $\$ 1,012,740$, and to authorize amending contract \#023-44 for the emergency procurement of Waste-Refuse Collection Services as allowed under Hall County Code of Ordinances section 3.10.140 Paragraph G. Additional details are outlined in the attached memo |  |  |  |  |
| Financial Supplemental Report Attached? |  | N |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
| Finance Director: | Wes Geddings Digitally signed by Wes Geddings <br> Date: 2023.12.14 14:03:37-05'00' |  |  |  |
| County Administrator/ Deputy County Administrator: |  |  |  |  |
| County Administrator Action: <br> Approve the transfer of funds from existing CIP and operating line items within the Landfill Fund for waste hauling services for the remainder of the FY Approve amending contract \#023-44 for emergency procurement of Waste-Refuse Collections Services and ratify this with the BOC on January 11, 2024. |  |  |  |  |

Financial Services Use Only

Financial Action Requested:
Move funds within the Landfill Fund to Solid Waste's Professional Services

Budgeted

| Yes | No |
| :---: | :---: |
|  | $\checkmark$ |$\quad$| Fund\# | Department Name | Current <br> Balance | Requested Allocation |
| :---: | :---: | :---: | :---: |
|  | Solid Waste (4520) |  | $1,012,740.00$ |
|  | Landfill (4530) |  | $(838,261.03)$ |
|  | Solid Waste Salaries |  | $(41,402.00)$ |
|  | Solid Waste Unencumb |  | $(133,076.97)$ |
|  |  |  |  |

## Finance Comments:

Once approved, this budget transfer will be made.

## AGENDA ITEM

## Consent

| REPORT TO: | Work Session (01/08/24) |
| :--- | :--- |
| REPORT TO: | Voting Meeting (01/11/24) |
| ITEM NO: | 708/2023 |
| SUBJECT: | Approve the purchase of eight (8) new 2024 Ford Interceptors for the <br> Sheriff's Office to Brannen Motor Company of Unadilla, GA, in the amount of <br> $\$ 381,600.00$ |

## Meetings:

## Work Session Date: 01/08/24

## Executive Summary:

## Presenter:

LJM

## Recommendation:

Approve.

## Purpose of Request:

Approve the purchase of eight (8) new 2024 Ford Interceptors for the Sheriff's Office to Brannen Motor Company of Unadilla, GA, in the amount of $\$ 381,600.00$.

Voting Meeting Date: $\quad 01 / 11 / 24$

Facts and Issues:

## History:

The County uses Clint Brannen Motors for vehicle purchases. They are in good standing with the County.

## Options:

This is for the purchase of eight (8) 2024 Ford Interceptors for the Sheriff's Department per the attached quote, for a grand total of \$381,600.00.

The two (2) other quotes were provided by Allan Vigil and Cargurus.com. Clint Brannen Motors was the lowest quote at $\$ 47,700.00$ each.

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

Due to the vehicle shortage at this time, Brannen in Unadilla, GA has been meeting and sometimes beating the state contract pricing.

| Funding Requested | \$ 381,600.00 |
| :---: | :---: |
| Are funds within current budget? | Yes |
| Source of Funds | Capital Projects Fund |
| Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.? | Yes |
| Has it been reviewed by the County Attorney? | Yes |
| Is there a deadline for this item? |  |

Approvals:

| Buyer | Submit | Approve | Purchasing |
| :---: | :---: | :---: | :---: |
| MH | SC | SC | AY |
| Budget | Finance | Attorney | Administration |
| EW | WG | WLI | CR |
| Clerk |  |  |  |

## Attachments:

Financial Supplement
CarGurus quote
Allan Vigil quote
Brannen Motors quote
Bid Summary
hall County
G E O R G I A We have it all in Hall

## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 708/2023

Funds Requested: $\quad \$ 381,600.00$
Proposed Source of Funding:
Capital Projects Fund

Request Budgeted: Yes
Budget Transfer Requested:
No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2024 | $350-$ CAPITAL | $3310-$ | $542200-$ MOTOR | $\$ 381,600.00$ |

Budget Transfer Items:

Additional Information/ Comments:

Phone:
2665

## Features



Year: 2023
Trim: Police Interceptor Utility AWD
Body type: SUV / Crossover
Exterior color: Oxford White

Mileage: 0 mi
Condition: New
VIN: 1FM5K8ACXPGB97960
Stock number: B97960

## Fuel economy

Fuel tank size: 21 gal
Combined gas mileage: 20 MPG
City gas mileage: 18 MPG

Performance
Transmission: Automatic
Drivetrain: All-Wheel Drive

Safety
ABS brakes
Backup Camera
Curtain airbags

Measurements
Doors: 4 doors
Front legroom: 40 in

## History

( Clean title
No issues reported.
(1) 0 accidents reported

No accidents or damage reported.

## Pricing

Great price<br>Below $\$ 43,313$<br>Good price<br>\$43,313-\$45,558<br>Fair price<br>\$45,559-\$49,486<br>High price<br>Above $\$ 49,486$

CarGurus price guidance for a similarly equipped 2023 Ford Explorer Police Interceptor Utility AWD. The MSRP of this vehicle is $\$ 51,290$.
$\qquad$

## No price changes

$\rightleftharpoons 30$ days at this dealership


## Features



Mileage
0
0
Exterior color
Agate Black
(1) MPG

|  | $00_{0}^{0}$ | Drivetrain <br> All-Wheel Drive |
| :---: | :---: | :---: |
|  | $\xrightarrow[\circ]{\circ}$ | Interior color Charcoal Black |
|  | 0 | Engine 3L V6 |
| , | Hi! | Transmission Automatic |

Finance in Advance


Only Takes Minutes

## Overview

Make: Ford


Exterior color: Agate Black

Highway gas mileage: 24 MPG
Fuel type: Gasoline

Engine: 3L V6

## Safety

ABS brakes
Backup Camera Driver airbag
Curtain airbags

## Measurements

Doors: 4 doors
Front legroom: 40 in

## History

Clean title
No issues reported.
0 accidents reported
No accidents or damage reported.

## Pricing

## Great price

Below \$42,667

Good price
\$42,667-\$44,878

Fair price \$44,879-\$48,748

High price Above $\$ 48,748$

CarGurus price guidance for a similarly equipped 2023 Ford Explorer Police Interceptor Utility AWD. The MSRP of this vehicle is $\$ 50,525$.


No price changes


30 days at this dealership
31 days on CarGurus $\cdot 1$ save

## Start Your Custom Order

Clikx Hereve (Jusustom-factory-ordere-2023.himm)

* viewfulvehicie

Visw fulvenicie
PORTIFOLIO
<




## \$ $\downarrow$ RECENT PRICE DROP!

## 2023 Ford Explorer Platinum <br> :

$\bigcirc$ In Stock

| $\$ 3,552$ |  | $\$ 58,663$ <br> SAVINGS <br>  <br>  <br> MSRP |
| :--- | ---: | ---: |
| AlLAN VIGIL PRICE: |  |  |

Calculate Payment


## Jennifer <br> Allan Vigil Ford Lincoln

I'm online! How can I help you with the Explorer Platinum ? :

$\left.\begin{array}{|l|c|c|c|}\hline \text { SUMMATION OF BIDS RECEIVED } & \text { Allan Vigil Ford } & \begin{array}{c}\text { Clint Brannen } \\ \text { Motors }\end{array} & \text { Cargurus.com } \\ \hline & \text { Morrow, GA } & & \\ \hline \mathbf{8 - 2 0 2 4} \text { Ford Interceptors } & & & \\ \hline & & & \\ \hline & \$ n a d i l l a, ~ G A ~\end{array}\right)$

## AGENDA ITEM

## Consent

| REPORT TO: | Work Session (01/08/24) |
| :--- | :--- |
| REPORT TO: | Voting Meeting (01/11/24) |

ITEM NO:

SUBJECT:

716/2023
Approve the purchase of one (1) 2023 Ford Transit Van for the UGA Extension Agency to Billy Cain Ford of Commerce, GA, in the amount of \$61,975.00.

## Meetings:

Work Session Date: 01/08/24

Executive Summary:

## Presenter:

GH

## Recommendation:

Approve.

## Purpose of Request:

Approve the purchase of one (1) 2023 Ford Transit Van for the Extension Agency to Billy Cain Ford of Commerce, GA, in the amount of \$61,975.

## Facts and Issues:

Three (3) quotes were obtained from Billy Cain, Angela Krause Ford, and CarGurus. Billy Cain provided the lowest price of $\$ 61,975$.

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

## Options:

Are funds within current budget?
Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?
\$ 61,975.00
No
Capital Projects Fund
No

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

| Buyer | Submit | Purchasing | Budget |
| :---: | :---: | :---: | :---: |
| EW | EW | AP | EW |
| Finance | Attorney | Administration | Clerk |
| WG | WLI | CR | AO |

Attachments:
Financial Supplement
Billy Cain Quote
Angela Krause Ford Quote
CarGurus Quote

## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT

AGENDA ITEM 716/2023

Funds Requested: \$ 61,975.00
Proposed Source of Funding:
Capital Projects Fund

Request Budgeted: No
Budget Transfer Requested:
Yes

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2024 | $350-$ CAPITAL | $7130-$ EXTENSION | $542200-$ MOTOR | $\$ 61,975.00$ |

Budget Transfer Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2024 | $350-C A P I T A L$ <br> PROJECTS FUND |  |  | $\$-61,975.00$ |
| 2024 | $350-C A P I T A L$ <br> PROJECTS FUND | 7130-EXTENSION <br> OFFICE | $542200-M O T O R$ <br> VEHICLES | $\$ 61,975.00$ |

## Additional Information/ Comments:

The budget transfer will move funds from the Capital Projects Reserve account into the Extension Office capital projects account.
Contact for Questions: $\quad \mathrm{GH}$
Phone:
770-535-8293

\&Z0Z/6Z/レ


- Call 678-853-6503 (tel: 6788536503)


CALCULATE YOUR PAYMENT
(https://www.angelakrauseford.com/Krause-Express-Checkout-Alpharetta-GA.html)
<



## 2023 Ford Transit-350 XL



## Visit our Store

Angela Krause Ford
1575 Mansell Road
Alpharetta, GA 30009 (https://www.google.com/maps?
q=1575+Mansell+Road+,+Alpharetta,+GA+30009)
Sales: 678-853-6503 (tel:6788536503)
Service: 678-853-6503 (tel:6788536503)
Parts: 678-853-6503 (tel:6788536503)

## Vehicle Information

VIN: 1FBAX2X81PKB84665 Stock \#: B84665 Model Code: X2X

```
BODY STYLE
Passenger Van
```


## TRANSMISSION <br> 10-Speed Automatic with <br> Overdrive / RWD

## Highlighted Features

Feature availability subject to final vehicle configuration.


## Dealer Comments

PREFERRED EQUIPMENT PKG.301A, 4.10 LIMITED SLIP AXLE, BACK UP ALARM, RADIO - SYNC3, 4 SCN, CRUISE CONTROL, EXTENDED FUEL TANK, 15-PASSENGER SEATS, Order Code 301A.

Angela Krause Ford has a mission to create a transparent, effortless purchase experience. We won the prestigious Presidents Award in $2 \cap 21 \Delta c k$ ahnit nitr ramnta toct drivac ramnta dalivariac Read More...

## Eligible Benefits

## All Features

Mechanical Exterior Entertainment Interior Safety

- 4.10 Limited-Slip Axle Ratio
- GVWR: 9,250 Ibs
- 50-State Emissions System
- Rear-Wheel Drive
- 70-Amp/Hr Maintenance-Free Battery w/Run Down Protection


## Read More...

## Warranty

- Basic Warranty: 36 months / 36,000 miles
- Drivetrain Warranty: 60 months / 60,000 miles
- Corrosion Warranty: 60 months / Unlimited miles
- Roadside Assistance Warranty: 60 months / 60,000 miles

Read More...

No impact to your credit score
Get Pre-qualified today!
Unlock Real Rates


## Calculate your payment

May not represent actual vehicle. (Options, colors, trim and body style may vary)

[^5]By providing a telephone number and submitting the form, you are consenting to be contacted by SMS text messages from Angela Krause Ford Lincoln. Message frequency may vary. Message \& data rates may apply. Reply STOP to opt-out of further messaging. Reply HELP for more information. See our Privacy Policy.

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[^6]Home / Used Cars / Ford Transit Passenger / South Carolina / Greenville

## 2023 Ford Transit Passenger

Mileage: 23,642 • Price includes $\$ 230$
delivery to Mauldin, SC


## 2023 Ford Transit Passenger

Mileage: 23,642 • Price includes \$230 delivery to Mauldin, SC
\$69,130
(1) GREAT DEAL
\$2,650 Below market


Features


# Exterior color 

White

## Engine

3.5L V6 Flex Fuel Vehicle

## * Bluetooth

## Overview

Make: Ford Interio
Model: Transit Passenger Mileag
Year: 2023
Trim: 350 XLT Medium Roof LB AWD
Body type: Van
Exterior color: White

Fuel economy
Fuel tank size: 25 gal

## Performance

Drivetrain: All-Wheel Drive

## Safety

| ABS brakes | Driver |
| :--- | :---: |
| Backup Camera | Front $\varsigma$ |
| Blind Spot Monitoring | ? |

## 2023 Ford Transit Passenger

Mileage: 23,642 • Price includes \$230

## Options

Bluetooth Steel V
Navigation System Third F

## Ready to buy? Here's how it works.

## 1. Build your deal | Start now

Find financing options, value your trade-in, and choose service and protection plans.
2. Choose pickup or delivery

Price includes $\$ 230$ to Mauldin, SC. To buy without the delivery fee, choose pick up in Reidsville, NC.

## 3. Finalize your sale

Finish up your sale via phone or in-person at the dealer.

## Delivery return policy

If the car delivered isn't as described, request a return within 7 days of arrival.

## History ${ }^{1}$

(1) Clean title

No issues reported.
(1) 0 accidents reported

No accidents or damage reported.
(C) 1 previous owner

Vehicle has one previous owner.
Rental use
Reported as previous rental vehicle.
Save 20\% on the full AutoCheck vehicle history report ¿〕

## Pricing

## \$69,130

## 2023 Ford Transit Passenger

Mileage: 23,642 Price includes $\$ 230$
delivery to Mauldin, SC

This car is $\$ 2,650$ below market price. We compared this car with similar 2023 Ford Transit Passenger based on price, mileage, fear

## Hot seller

A lot of people are interested in this car. Contact the dealer before it's sold.

## Price decreased

Price went down by \$1,770.

34 days at this dealership
34 days on CarGurus • 9 saves

Show price history.

## Estimate financing

$\square$
*Estimated payments are for informational purposes only, and do not represent a financing offer or guarantee of credit from the seller.

## Dealer

## 2023 Ford Transit Passenger

Mileage: 23,642 • Price includes $\$ 230$
delivery to Mauldin, SC

View inventory
Dealer website $\square$
( $\rightarrow$ (
(0)

## Dealer reviews

4.5 (35 reviews)

Show all reviews

## Dealer's description

Show full description

Notify me of new listings li

Email address

By clicking "Email me," you agree to our Privacy'

## Recommended from this dealer



2023 Ford Transit Passenger
350 XLT Medium Roof LB RWD
$d<7 \rightarrow \mathrm{Tn}$


## 2023 Ford Transit Passenger

Mileage: 23,642 Price includes \$230
delivery to Mauldin, SC


2021 Ford Transit Passenger
350 XLT Medium Roof LB RWD


2023 Ford Transit Passenge 350 XLT Medium Roof LB AWD
\$69,130

- GREAT DEAL
\$2,650 Below market


2023 Ford Transit Passenger
350 XLT Medium Roof LB RWD \$68,200 FAIR DEAL 20,728 mi


2023 Ford Transit Passenger
350 XLT High Roof LB RWD
\$67,600
FAIR DEAL
29,966 mi


2021 Ford Transit Passenge 350 XLT Medium Roof LB RWD \$66,500 FAIRDEAL
$15,954 \mathrm{mi}$

View all cars at this de $\bar{c}$

1 Vehicle history data provided by Experian AutoCheck on Oct 25, 2023. This data, and any reliance on it is subject to the AutoCheck Terms and Conditions and the CarGurus
Vehicle information is provided by the seller or other third parties; CarGurus is not responsible for the accuracy of such information.
2023 Ford Transit Passenger 350 XLT Medium Roof LB AWD
四 Price includes $\$ 230$ delivery to Mauldin, SC
\$69,130
(1) GREAT DEAL
\$2,650 below market

We are online

## Buy with confidence

1. Find financing \& build your deal
2. Choose pickup or delivery
3. Schedule time to finalize your deal

Learn more

## Contact dealer

Hello, my name is First name Last name
and I'minterested in this 2023 Ford Transit Passenger. I'm in the 296 123-456-7890 (optional)

Thank you!

## 2023 Ford Transit Passenger

Mileage: 23,642 • Price includes \$230 delivery to Mauldin, SC
\$69,130
(1) GREAT DEAL
\$2,650 Below market

By submitting my contact information on CarGurus, I agree to receive communications from CarGurus, from the vehicle's seller, and from the seller's agent(s). If I include $m$ Privacy Policy, which explain how my data is used to better understand my vehicle shopping interests. This consent is not required as a condition of purchase. Standard mes

## CHASE O

## Company

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My Privacy Rights

Do Not Sell or Share My Personal Information

Interest-Based Ads

Security

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## $f \geqslant$ ค © in

# 2023 Ford Transit Passenger 

Mileage: 23,642 Price includes \$230
delivery to Mauldin, SC
\$69,130
(1) GREAT DEAL
\$2,650 Below market

## AGENDA ITEM

## Other Business - Public Works and Utilities

## REPORT TO:

REPORT TO:

ITEM NO:

SUBJECT:

## Work Session (01/08/24)

Voting Meeting (01/11/24)

## 706/2023

Approval and authorization for the Chairman to execute a resolution authorizing the exercise of the power of eminent domain with regard to the Cagle Road Improvement Project parcels 28 \& 29, Tax Parcel 09094 000001, also known as 4401 Cagle Road, presently owned by Aerospace Science Foundation, Inc. for public road purposes, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by the County Attorney. Commission District 3.

## Meetings:

Work Session Date:
01/08/24

## Executive Summary:

## Presenter:

## Recommendation:

Approve

## Purpose of Request:

Approval and authorization for the Chairman to execute a Resolution authorizing the exercise of the power of eminent domain with regard to the Cagle Road Improvement Project, Parcels 28/29, Hall County tax parcel number 09094000001 for public road purposes, and authorization for the Chairman to execute any and all additional documents necessary to effectuate the exercise of the power of eminent domain with regard to such parcel, subject to review and approval by the County Attorney.

## Facts and Issues:

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

Voting Meeting Date: $\quad 01 / 11 / 24$

## BN

都
## History:

The County's land acquisition agent made multiple attempts to engage in good faith negotiations with the current property owner to arrive at just and adequate compensation for the portion of the property to be acquired. Counsel for the County discovered title issues, which call into question the fee interest of the current property owner. Counsel for the County recommends condemnation to clear title and acquire necessary property.

## Options:

Source of Funds
Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?
Has it been reviewed by the County Attorney?

Is there a deadline for this item?
Approvals:

| Submit | Approve | Budget | Finance |
| :---: | :---: | :---: | :---: | :---: |
| WS | BN | EW | WG |
| Attomey | Administration |  | Clerk |
| WLI | CR | AO |  |

## Attachments:

Financial Supplement
Declaration - Parcel 28
Resolution - Parcel 28
Declaration - Parcel 29
Resolution - Parcel 29
hall County
G E O R G I A We have it all in Hall

## HALL COUNTY BOARD OF COMMISSIONERS FINANCIAL SUPPLEMENT REPORT <br> AGENDA ITEM 706/2023

Funds Requested: $\quad \$ 25,875.00$

Proposed Source of Funding:
SPLOST VII

Request Budgeted: Yes
Budget Transfer Requested:
No

Funding Source Items:

| Fiscal Year | Fund | Division | Account | Amount |
| :---: | :---: | :---: | :---: | :---: |
| 2024 | $323-$ SPLOST VII | $4971-$ ENGINEERING | $541100-$ LAND | $\$ 25,875.00$ |

Budget Transfer Items:

Additional Information/ Comments:

HALL COUNTY, GEORGIA,
Petitioner-Condemnor,
VS.
That certain rights of way and certain easements over, across, and through certain property owned by AEROSPACE SCIENCE FOUNDATION, INC. (the "Property"), said Property being located in Hall County, Georgia, being designated as tax map number 09094000001 by the taxing authorities of Hall County, said Property being known as 4401 Cagle Road, and being the property shown as ) PARCEL 29 on plans prepared by Hussey Gay ) Bell, entitled "Cagle Road Improvements ) Project," said plans having an approval date of ) August 3, 2023 (the "Project Plans"); said ) rights of way and easement consists of the ) following:

That certain Right of Way shown on the ) Project Plans for Parcel 29, containing 0.053 ) acre, more or less;

That certain Right of Way shown on the ) Project Plans for Parcel 29, containing . 282 ) acre, more or less;

That certain Temporary Construction ) Easement for the purpose of constructing ) slopes, consisting of 0.243 acre, more or less, as ) shown on the Project Plans;

That certain Temporary Construction ) Easement for the purpose of constructing ) slopes, consisting of 0.608 acre, more or less, as ) shown on the Project Plans;
AEROSPACE SCIENCE FOUNDATION, )INC.;))
JAMES C. WU; ..... )
LANIER COVE ASSOCIATES; ..... )
BANK OF AMERICA f/k/a NATIONSBANK, ) N.A. (SOUTH), f/k/a BANK SOUTH, f/k/a ) BANK OF CUMMING; )
(t)
Honorable Patty Walters Laine, Judge of the ) Probate Court of Hall County; )
Honorable Darla Eden, Tax Commissioner of ) Hall County, Georgia; and )
To any and all persons having or claiming any ) right or interest in and to said Property, )
Respondents-Condemnees. )

## DECLARATION OF TAKING

WHEREAS, the Board of Commissioners of Hall County, Georgia (the "Board of Commissioners"), adopted a Resolution on January 11, 2024 (the "Authorizing Resolution"), authorizing and directing the Chairman of the Board of Commissioners and the law firm of Stewart, Melvin \& Frost, LLP to proceed with the condemnation of a portion of certain property located in Hall County, Georgia, for the purpose of acquiring, for public road purposes, certain rights of way and temporary easements for the purpose of constructing slopes in connection with roadway improvements for and the realignment of Cagle Road in Hall County, Georgia (the "Project"); and

WHEREAS, the Project will begin at the Eli Jackson Road and Cagle Road intersection and will extend northeast approximately 1.25 miles to the Cornelia Highway and Cagle Road intersection; and

WHEREAS, plans for the Project were designed by Hussey Gay Bell, are entitled "Cagle Road Improvements," Purchase Order Number 424203, and have an approval date of August 3, 2023 (the "Project Plans"); and

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

WHEREAS, said rights of way and easements are being acquired for public road purposes upon, across, and over property owned by AEROSPACE SCIENCE FOUNDATION, INC., which property is described on Schedule 1: Resolution, Attachment 1, attached hereto and by reference made a part hereof (the "Property"), which Property is located at 4401 Cagle Road, Gainesville, Hall County, Georgia, said Attachment 1 being a description of the entirety of the Property owned by said Condemnee; and

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

WHEREAS, the property or interests necessary to be acquired by condemnation in connection with the construction of the Project (the "Acquired Interests"), are believed to be owned by AEROSPACE SCIENCE FOUNDATION, INC., whose registered agent is located at 3639 Residential Parkway, Atlanta, Georgia, 30340; and

WHEREAS, the Acquired Interests are described as follows:
(1) A right of way, in fee simple, along the portion of the Project, consisting of 0.282 acre, more or less (see Schedule 1: Resolution, Attachment 2: Description of Right of Way, attached hereto and by reference made a part hereof, for a metes and bounds description of said easement); and
(2) A right of way, in fee simple, along the portion of the Project, consisting of .053 acre, more or less (see Schedule 1: Resolution, Attachment 3: Description of Right of Way, attached hereto and by reference made a part hereof, for a metes and bounds description of said easement); and
(3) A temporary construction easement for the purpose of constructing slopes, consisting of 0.243 acre, more or less (see Schedule 1: Resolution, Attachment 4: Description of Easement, attached hereto and by reference made a part hereof, for a metes and bounds description of said easement); and
(4) A temporary construction easement for the purpose of constructing slopes, consisting of 0.608 acre, more or less (see Schedule 1: Resolution, Attachment 5: Description of Easement, attached hereto and by reference made a part hereof, for a metes and bounds description of said easement);

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

WHEREAS, in reliance upon said Appraiser's Statement, Petitioner estimates that the just compensation to be paid for the Acquired Interests (as described in Schedule 1: Resolution, Attachments 2-7, attached hereto) is $\mathbf{\$ 1 0 , 1 0 0 . 0 0}$ and contemporaneously with the filing of this Declaration of Taking, Petitioner deposits said sum in the Court for the use of the persons entitled hereto.

NOW, THEREFORE, the premises considered, Hall County, Georgia, under authority of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, hereby declares that the Acquired Interests (as described in Schedule 1: Resolution, Attachments 2-7, attached hereto and made a part of this Declaration), are being taken for county road purposes.

This $\qquad$ day of $\qquad$ , 2024.

# BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA 

By:
Chairman

[^7]Approved as to form:

County Attorney
William J. Linkous, III

## Schedule 1 to Declaration of Taking

(Certified copy of Authoring Resolution adopted by the County)

Schedule 2 to Declaration of Taking
(Copy of Appraiser's Statement)

4868-1018-9703, v. 1

## RESOLUTION

(Parcel No. 28)
A RESOLUTION TO AUTHORIZE STEWART, MELVIN \& FROST, LLP, AS SPECIAL COUNSEL TO HALL COUNTY, TO PROCEED WITH THE ACQUISITION BY DEED OR BY CONDEMNATION OF THAT CERTAIN PROPERTY OWNED BY AEROSPACE SCIENCE FOUNDATION, INC. FOR PUBLIC ROAD PURPOSES; TO AUTHORIZE THE CHAIRMAN OF THE BOARD OF COMMISSIONERS TO EXECUTE ANY DOCUMENTS NECESSARY AND PROPER FOR THE ACQUISITION OF SAID PROPERTY, SUBJECT TO THE REVIEW OF THE COUNTY ATTORNEY; AND FOR SUCH OTHER PURPOSES.

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

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

WHEREAS, said Cagle Road Improvements Project (the "Project") is located in Hall County, Georgia, and consists of roadway improvements and some realignment to increase the safety and resurfacing of the existing gravel portion of the road, west of the existing railroad, with 12 ' wide lanes in both directions along with sight distance improvements and upgrades to the guardrail placement; and

WHEREAS, the Project will begin at the Eli Jackson Road and Cagle Road intersection and will extend northeast approximately 1.25 miles to the Cornelia Highway and Cagle Road intersection; and

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

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

WHEREAS, a portion of the property necessary to be acquired is owned by AEROSPACE SCIENCE FOUNDATION, INC. (hereinafter referred to as "Owner"); and

WHEREAS, a description of the entirety of the property owned by Owner is attached hereto as Attachment 1, and by reference made a part hereof (said property being hereinafter sometimes referred to as "Parcel 28"); and

WHEREAS, the property described on Attachment 1, and by reference made a part hereof; is designated as tax map number 09094000001 by the taxing authorities of Hall County; and

WHEREAS, Board of Commissioners has further determined that the portions of Parcel 28 necessary to be acquired in connection with the construction of the Project are as follows:
(1) A right of way easement for the purpose of acquiring, constructing, and maintaining a right of way along the portion of the Project, consisting of 0.142 acre, more or less. A metes and bounds description of said easement is attached hereto as Attachment 2, and by reference made a part hereof; and
(2) A right of way easement for the purpose of acquiring, constructing, and maintaining a right of way along the portion of the Project, consisting of 1.176 acre, more or less. A metes and bounds description of said easement is attached hereto as Attachment 3, and by reference made a part hereof; and
(3) A temporary construction easement for the purpose of constructing a driveway, consisting of 0.160 acre, more or less. A metes and bounds description of said temporary construction easement is attached hereto as Attachment 4, and by reference made a part hereof; and
(4) A temporary construction easement for the purpose of constructing a driveway, consisting of 0.0779 acre, more or less. A metes and bounds description of said temporary construction easement is attached hereto as Attachment 5, and by reference made a part hereof; and
(5) A temporary construction easement for the purpose of constructing a driveway, consisting of 0.058 acre, more or less. A metes and bounds description of said temporary construction easement is attached hereto as Attachment 6, and by reference made a part hereof; and
(6) A temporary construction easement for the purpose of constructing a driveway, consisting of 0.298 acre, more or less. A metes and bounds description of said temporary construction easement is attached hereto as Attachment 7, and by reference made a part hereof; and

WHEREAS, plans for the Project were designed by Hussey Gay Bell, are entitled "Cagle Road Improvements," Purchase Order Number 424203, and have an approval date of August 3, 2023 (the "Project Plans"), which Project Plans are on file in the Board of Commissioner's Office; and

WHEREAS, attached hereto as Attachment 8, and by reference made a part hereof, is a copy of the section of the Project Plans showing the easement proposed to be acquired by deed or by condemnation proceedings through, over, and across said Parcel 28 (the "Parcel 28 Property Rights").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, in regular session, that authority is hereby delegated to the Chairman of the Board of Commissioners, through his duly constituted nominees, and the law firm of Stewart, Melvin \& Frost, LLP, to proceed with the acquisition of the Parcel 28 Property Rights in such manner as in the discretion of said Chairman of the Board may be necessary or proper for the construction of the Project, including by purchase, contract, or condemnation, and said Chairman of the Board is hereby authorized and directed to initiate such proceedings, perform such acts, and execute such papers as they may deem reasonably proper and necessary to carry out the intent of this Resolution.

RESOLVED FURTHER that the Board hereby authorizes and directs that the Owner shall be paid just compensation for the above described acquisition in the amount of $\$ 15,775.00$, which amount is the fair market value of the Parcel 28 Property Rights as determined by independent appraisal.

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

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

This Resolution is adopted in regular session of the Board of Commissioners, this 11th day of January, 2024, to become effective immediately upon its execution, the public health, safety, and general welfare demanding it.

# HALL COUNTY BOARD OF COMMISSIONERS 

Richard Higgins, Chairman

## ATTEST:

Jennifer Rivera, County Clerk
(SEAL)
Approved as to form:

County Attorney
William J. Linkous, III

## Attachment 1 <br> (Legal Description of the Entirety of Owner's Property)

STATE OF GEORGIA<br>COUNTY OF HALL<br>OWNER:<br>AEROSPACE SCIENCE<br>FOUNDATION, INC.<br>\section*{PROJECT: CAGLE ROAD IMPROVEMENTS, PARCEL 28}<br>TAX MAP \#: 09094000001<br>4401 CAGLE ROAD

All that tract or parcel of land lying and being in Land Lots 94, 95, and 98 of the $9^{\text {th }}$ district, Hall County, Georgia and more particularly described as follows:

To arrive at the point of beginning of the property hereinafter described beginning at an iron pin located in the northwest corner of Land Lot 94, which corner is the common corner of Land Lots $94,95,97$, and 98 ; thence south 89 degrees 17 minutes east 821.9 feet to an angle iron of the U.S. Government; thence south 29 degrees 36 minutes east a distance of 199.1 feet to an angle iron of the U.S. Government; thence north 60 degrees 18 minutes east a distance of 297.7 feet to an angle iron of the U.S. Government located on the northwesternly right-of-way of a 100 foot Georgia Power Company easement; thence south 62 degrees 06 minutes east 166.8 feet to an angle iron of the U.S. Government and the point of beginning of the property herein described; thence from the said point of beginning thus established south 86 degrees 53 minutes east a distance of 245.9 feet to an iron pin; thence south 17 degrees 18 minutes east a distance of 171.5 feet to an iron pin; thence south 57 degrees 18 minutes east a distance of 236.2 feet to an iron pin; thence south 30 degrees 27 minutes east a distance of 158.3 feet to an iron pin; thence south 2 degrees 45 minutes west a distance of 159.4 feet to an iron pin; thence south 54 degrees 32 minutes east a distance of 456 feet to an iron pin; thence south 56 degrees 45 minutes east a distance of 246.4 feet to an iron pin; thence south 60 degrees 46 minutes east a distance of 530.4 feet to an iron pin; thence south 47 degree 50 minutes east a distance of 138.1 feet to an iron pin located at the center line of the old Southern Railroad right-of-way bed; thence southwest along the center line of the Southern Railroad right-of-way bed following courses and distances: south 70 degrees 52 minutes west 236.1 feet; south 64 degrees 13 minutes west 300 feet; south 57 degrees 02 minutes west 446.8 feet; south 63 degrees 31 minutes west 264.2 feet; south 75 degrees 53 minutes west 367.3 feet; south 87 degrees 54 minutes west 298.2 feet; thence north 75 degrees 48 minutes west for a distance of 464.4 feet to a concrete monument located on the northerly side of the right-of-way of the old Southern Railroad right-of-way; thence north 61 degrees 20 minutes west a distance of 462.4 feet to an iron pin; thence south 41 degrees 59 minutes west a distance of 218.9 feet to an iron pin; thence south 54 degrees 18 minutes west 249.9 feet to an iron pin located in the right-ofway of the old Southern Railroad right-of-way; thence north 12 degrees 32 minutes west a distance of 843.3 feet to a concrete monument; thence north 59 degrees 25 minutes east a distance of 128.9 feet to a concrete monument; thence north 2 degrees 11 minutes east a distance of 237.8 feet to a
concrete monument; thence north 59 degrees 25 minutes east a distance of 400 feet to an angle iron of the U.S. Government; thence south 30 degrees 25 minutes east a distance of 257.2 feet to an angle iron of the U.S. Government; thence north 60 degrees 34 minutes east a distance of 198.4 feet to an angle iron of the U.S. Government; thence north 29 degrees 27 minutes west a distance of 148.9 feet to an angle iron of the U.S. Government; thence north 60 degrees 32 minutes east a distance of 126.2 feet to an angle iron of the U.S. Government; thence south 79 degrees 25 minutes east a distance of 221.4 feet to an angle iron of the U.S. Government; thence north 59 degrees 36 minutes east a distance of 476.7 feet to an angle iron of the U.S. Government; thence north 0 degrees 37 minutes east a distance of 396.6 feet to an angle iron of the U.S. Government and the point of beginning. Containing 73.8 acres.

## Attachment 2

## (Legal Description of Right of Way)

| STATE OF GEORGIA | PROJECT: CAGLE ROAD |
| :--- | :--- |
| COUNTY OF HALL | IMPROVEMENTS, PARCEL 28 |
| OWNER: | TAX MAP \#: 09094 000001 |
| AEROSPACE SCIENCE | 4401 CAGLE ROAD |
| FOUNDATION, INC. |  |

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

All that tract or parcel of land lying and being in Land Lots $94 \& 98$ of the 9th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point 2.08 feet left of station $140+39.85$ per right of way plans prepared by Hussey, Gay, Bell for Department of Public Works, Hall County, Cagle Road Improvements, having a completed date of 1-4-2023, said point also being on the existing northwestern right of way of Cagle Road, said right of way varies in width;

THENCE leaving said right of way and proceeding thru the property now or formerly of Aerospace Science Foundation, Inc. North $11^{\circ} 08^{\prime} 31^{\prime \prime}$ West, 33.31 feet to a point 35.00 feet left of station 140+44.99;

THENCE along a curve to the left having a radius of 4265.00 feet and an arc length of 151.48 feet, being subtended by a chord bearing and distance of North $68^{\circ} 57^{\prime} 24^{\prime \prime}$ East, 151.47 feet to a point 35.00 feet left of station $141+97.71$;

THENCE North $67^{\circ} 56^{\prime} 21^{\prime \prime}$ East, 105.08 feet to a point 35.00 feet left of station $143+02.80$;
THENCE South $55^{\circ} 06^{\prime} 41$ " West, 91.92 feet to a point 14.59 feet left of station $142+13.17$;
THENCE along a curve to the right having a radius of 518.47 feet and an arc length of 174.31 feet, being subtended by a chord bearing and distance of South $64^{\circ} 44^{\prime} 34^{\prime \prime}$ East, 173.49 feet to a point 2.02 feet left of station $140+39.84$;

THENCE (6) North $11^{\circ} 08^{\prime} 311^{\prime \prime}$ West, 0.06 feet to the POINT OF BEGINNING.
Said tract contains $6,813.24$ square feet or 0.142 acre per the aforementioned right of way plans.

## Attachment 3

## (Legal Description of Right of Way)

```
STATE OF GEORGIA
COUNTY OF HALL
OWNER:
AEROSPACE SCIENCE
FOUNDATION, INC.
```

PROJECT: CAGLE ROAD
IMPROVEMENTS, PARCEL 28

TAX MAP \#: 09094000001

4401 CAGLE ROAD

``` FOUNDATION, INC.
```

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

All that tract or parcel of land lying and being in Land Lots $94 \& 98$ of the 9th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point 54.20 feet left of station $146+15.83$ per right of way plans prepared by Hussey, Gay, Bell for Department of Public Works, Hall County, Cagle Road Improvements, having a completed date of 1-4-2023, said point also being on the existing northwestern right of way of Cagle Road, said right of way varies in width;

THENCE leaving said right of way and proceeding thru the property now or formerly of Aerospace Science Foundation, Inc. South $89^{\circ} 03^{\prime} 26^{\prime \prime}$ East, 53.01 feet to a point 54.90 feet left of station 146+65.12;

THENCE South $0^{\circ} 02^{\prime} 355^{\prime \prime}$ West, 24.95 feet to a point 30.00 feet left of station $146+66.63$;

THENCE along a curve to the right having a radius of 750.00 feet and an arc length of 122.97 feet, being subtended by a chord bearing and distance of South $81^{\circ} 31^{\prime} 26^{\prime \prime}$ East, 122.83 feet to a point 30.00 feet left of station $147+84.67$;

THENCE South $76^{\circ} 49^{\prime} 37$ " East, 265.33 feet to a point 30.00 feet left of station $150+50.00$;
THENCE North $13^{\circ} 10^{\prime} 23$ " East, 6.40 feet to a point 36.40 feet left of station $150+50.00$;
THENCE along a curve to the left having a radius of 965.00 feet and an arc length of 299.79 feet, being subtended by a chord bearing and distance of South $82^{\circ} 38^{\prime} 25^{\prime \prime}$ East, 298.59 feet to a point 35.00 feet left of station $153+58.75$;

THENCE South $1^{\circ} 32^{\prime 2} 4^{\prime \prime}$ East, 5.00 feet to a point 30.00 feet left of station $153+58.75$;

THENCE along a curve to the left having a radius of 970.00 feet and an arc length of 458.01 feet, being subtended by a chord bearing and distance of North $74^{\circ} 56^{\prime} 00^{\prime \prime}$ East, 453.77 feet to a point 30.00 feet left of station $158+30.93$;

THENCE North $29^{\circ} 41^{\prime} 11$ " West, 25.93 feet to a point 55.92 feet left of station $158+30.40$;
THENCE North $61^{\circ} 42^{\prime} 30$ " East, 32.01 feet to a point 55.23 feet left of station 158+64.29;
THENCE South $29^{\circ} 41^{\prime} 11$ " East, 25.23 feet to a point 30.00 feet left of station $158+63.92$;
THENCE along a curve to the left having a radius of 970.00 feet and an arc length of 31.41 feet, being subtended by a chord bearing and distance of North $58^{\circ} 35^{\prime} 19^{\prime \prime}$ East, 34.40 feet to a point 30.00 feet left of station $158+96.29$;

THENCE North $57^{\circ} 39^{\prime} 40^{\prime \prime}$ East, 167.10 feet to a point 30.00 feet left of station $160+63.39$ to a point on the aforementioned existing right of way of Cagle Road;

THENCE proceeding along said right of way South $42^{\circ} 10^{\prime} 50$ " West, 76.68 feet to a point 9.53 feet left of station $159+89.50$;

THENCE along a curve to the right having a radius of 520.00 feet and an arc length of 315.43 feet, being subtended by a chord bearing and distance of South $59^{\circ} 33^{\prime} 29^{\prime \prime}$ West, 310.62 feet to a point 3.97 feet right of station $156+78.19$;

THENCE South $76^{\circ} 56^{\prime} 09^{\prime \prime}$ West, 302.63 feet to a point 13.81 feet right of station $153+77.25$;
THENCE along a curve to the right having a radius of 245.00 feet and an arc length of 146.80 feet, being subtended by a chord bearing and distance of North $85^{\circ} 53^{\prime} 57^{\prime \prime}$ West, 144.61 feet to a point 7.23 feet right of station $152+34.17$;

THENCE North $68^{\circ} 44^{\prime} 03$ " West, 60.76 feet to a point 7.45 feet left of station $151+75.19$;
THENCE along a curve to the left having a radius of 230.00 feet and an arc length of 88.59 feet, being subtended by a chord bearing and distance of North $79^{\circ} 46^{\prime} 08^{\prime \prime}$ West, 88.05 feet to a point 5.59 feet left if station $150+86.65$;

THENCE South $89^{\circ} 19^{\prime} 42^{\prime \prime}$ West, 108.63 feet to 20.40 feet right of station $149+81.17$;
THENCE along a curve to the right having a radius of 291.86 feet and an arc length of 136.51 feet, being subtended by a chord bearing and distance of North $77^{\circ} 25^{\prime} 13$ " West, 135.27 feet to a point 21.80 feet right of station $148+45.91$;

THENCE North $64^{\circ} 01^{\prime} 15^{\prime \prime}$ West, 247.28 feet to the POINT OF BEGINNING.
Said tract contains $51,241.96$ square feet or 1.176 acres per the aforementioned right of way plans.

## Attachment 4 <br> (Legal Description of Temporary Easement for the Construction of a Driveway)

| STATE OF GEORGIA | PROJECT: CAGLE ROAD |
| :--- | :--- |
| COUNTY OF HALL | IMPROVEMENTS, PARCEL 28 |
| OWNER: | TAX MAP \#: 09094 000001 |
| AEROSPACE SCIENCE <br> FOUNDATION, INC. | 4401 CAGLE ROAD |

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

All that tract or parcel of land lying and being in Land Lots $94 \& 98$ of the 9th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point 35.00 feet left of station $140+44.99$ per right of way plans prepared by Hussey, Gay, Bell for Department of Public Works, Hall County, Cagle Road Improvements, having a completed date of 1-4-2023;

THENCE North $11^{\circ} 08^{\prime} 31$ " West, 37.81 feet to a point 72.35 feet left of station $140+50.93$;
THENCE North $76^{\circ} 38^{\prime} 59$ " East, 134.01 feet to a point 54.50 feet left of station $141+85.75$;
THENCE North $66^{\circ} 52^{\prime 2} 22^{\prime \prime}$ East, 167.86 feet to a point 57.73 feet left of station $143+52.86$;
THENCE South $41^{\circ} 15^{\prime} 35{ }^{\prime \prime}$ West, 44.98 feet to a point 37.45 feet left of station $143+13.55$;
THENCE South $55^{\circ} 06^{\prime} 17$ " West, 11.03 feet to a point 35.00 feet left of station $141+97.71$;
THENCE (6) South $67^{\circ} 56^{\prime} 21^{\prime \prime}$ West, 105.08 feet to the beginning of a curve concave northerly, said curve has a radius of $4,265.00$ feet;

THENCE along a curve to the right having a radius of 4265.00 feet and an arc length of 151.48 feet, being subtended by a chord bearing and distance of South $68^{\circ} 57^{\prime} 24^{\prime \prime}$ East, 151.47 feet to the POINT OF BEGINNING.

Said tract contains $6,967.10$ square feet or 0.160 acre per the aforementioned right of way plans.
Said described land being a temporary easement for the right to construct a driveway to connect the newly constructed or widened road right of way to the property owner's remaining lands for driveway purposes. Said temporary easement is depicted in the Project Plans referenced above. Said temporary easement shall be for a duration beginning on the date construction of the Project
begins and shall terminate on the date which is five (5) years after the date on which construction of the Project began.

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

## Attachment 5

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

| STATE OF GEORGIA | PROJECT: CAGLE ROAD |
| :--- | :--- |
| COUNTY OF HALL | IMPROVEMENTS, PARCEL 28 |
| OWNER: | TAX MAP \#: 09094 000001 |
| AEROSPACE SCIENCE <br> FOUNDATION, INC. | 4401 CAGLE ROAD |

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

All that tract or parcel of land lying and being in Land Lots $94 \& 98$ of the 9th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point 65.15 feet left of station $145+92.47$ per right of way plans prepared by Hussey, Gay, Bell for Department of Public Works, Hall County, Cagle Road Improvements, having a completed date of 1-4-2023;

THENCE North $89^{\circ} 56^{\prime} 53$ " East, 117.98 feet to a point 69.74 feet left of station $147+00.37$;
THENCE South $71^{\circ} 52^{\prime} 36$ " East, 83.73 feet to a point 57.16 feet left of station 147+76.48;
THENCE South $84^{\circ} 14^{\prime} 49$ " East, 93.11 feet to a point 69.13 feet left of station $148+68.16$;
THENCE South $75^{\circ} 15^{\prime} 53$ " East, 153.95 feet to a point 64.93 feet left of station $150+22.06$;
THENCE South $52^{\circ} 10^{\prime} 21$ " East, 51.67 feet to a point 43.38 feet left of station $150+69.02^{\prime}$
THENCE South $83^{\circ} 39^{\prime} 51$ " East, 265.21 feet to a point 46.69 feet left of station $153+46.04$;
THENCE North $64^{\circ} 43^{\prime} 38$ " East, 58.52 feet to a point 69.40 feet left of station $154+03.32$;
THENCE South $80^{\circ} 35{ }^{\prime} 59$ " East, 38.10 feet to a point 59.78 feet left of station $154+42.73$;
THENCE North $77^{\circ} 38^{\prime} 30$ " East, 254.13 feet to a point 52.06 feet left of station $157+12.61$;
THENCE North $2^{\circ} 43^{\prime} 30$ " West, 27.20 feet to a point 77.72 feet left of station $157+22.26$;
THENCE North $76^{\circ} 42^{\prime} 44$ " East, 103.19 feet to a point 55.92 feet left of station $158+30.40$;
THENCE South $29^{\circ} 41^{\prime} 11$ " East, 25.93 feet to 30.00 feet left of station $158+30.93$;

THENCE along a curve to the right having a radius of 970.00 feet and an arc length of 458.01 feet, being subtended by a chord bearing and distance of South $74^{\circ} 56^{\prime} 00^{\prime \prime}$ West, 453.77 feet to a point 30.00 feet left of station $153+58.75$;

THENCE North $1^{\circ} 32^{\prime} 24^{\prime \prime}$ West, 5.00 feet to a point 35.00 feet left of station $153+58.75$;
THENCE along a curve to the right having a radius of 965.00 feet and an arc length of 299.79 feet, being subtended by a chord bearing and distance of North $82^{\circ} 38^{\prime} 25^{\prime \prime}$ West, 298.59 feet to a point 36.40 feet left of station $150+50.00$;

THENCE South $13^{\circ} 10^{\prime} 23$ " West, 6.40 feet to a point 30.00 feet left of station $150+50.00$;
THENCE North $76^{\circ} 49^{\prime} 37$ " West, 265.33 feet to a point 30.00 feet left of station 147+84.67;
THENCE along a curve to the left having a radius of 750.00 feet and an arc length of 122.97 feet, being subtended by a chord bearing and distance of North $81^{\circ} 31^{\prime} 26^{\prime \prime}$ West, 122.83 feet to a point 30.00 feet left of station $146+66.63$;

THENCE North $0^{\circ} 02^{\prime} 35$ " East, 24.95 feet to a point 54.90 feet left of station $146+65.12$;
THENCE North $89^{\circ} 03^{\prime} 26^{\prime \prime}$ West, 53.01 feet to a point 54.20 feet left of station $146+15.83$;
THENCE along a curve to the left having a radius of 210.00 feet and an arc length of 27.58 feet, being subtended by a chord bearing and distance of North $67^{\circ} 46^{\prime} 58^{\prime \prime}$ East, 27.56 feet to the POINT OF BEGINNING.

Said tract contains $33,939.32$ square feet or 0.779 acre per the aforementioned right of way plans.

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

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

## Attachment 6 <br> (Legal Description of Temporary Easement for the Construction of a Driveway)

| STATE OF GEORGIA | PROJECT: CAGLE ROAD |
| :--- | :--- |
| COUNTY OF HALL | IMPROVEMENTS, PARCEL 28 |

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

All that tract or parcel of land lying and being in Land Lot 94 of the 9th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point 30.00 feet left of station $158+63.92$ per right of way plans prepared by Hussey, Gay, Bell for Department of Public Works, Hall County, Cagle Road Improvements, having a completed date of 1-4-2023;

THENCE North $29^{\circ} 41^{\prime} 11$ " West, 25.23 feet to a point 55.23 feet left of station $158+64.29$;
THENCE North $65^{\circ} 05^{\prime} 04$ " East, 199.00 feet to a point 30.00 feet left of station $160+63.39$;
THENCE South $57^{\circ} 39^{\prime} 40$ " West, 167.10 feet to a point 30.00 feet left of station $158+96.29$;
THENCE along a curve to the right having a radius of 970.00 feet and an arc length of 31.41 feet, being subtended by a chord bearing and distance of South $58^{\circ} 35^{\prime} 19^{\prime \prime}$ West, 31.40 feet to the POINT OF BEGINNING.

Said tract contains $2,546.81$ square feet or 0.058 acre per the aforementioned right of way plans.
Said described land being a temporary easement for the right to construct a driveway to connect the newly constructed or widened road right of way to the property owner's remaining lands for driveway purposes. Said temporary easement is depicted in the Project Plans referenced above. Said temporary easement shall be for a duration beginning on the date construction of the Project begins and shall terminate on the date which is five (5) years after the date on which construction of the Project began.

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

## Attachment 7 <br> (Legal Description of Temporary Easement for the Construction of a Driveway)

| STATE OF GEORGIA | PROJECT: CAGLE ROAD |
| :--- | :--- |
| COUNTY OF HALL | IMPROVEMENTS, PARCEL 28 |

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

All that tract or parcel of land lying and being in Land Lot 94 of the 9th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point 39.04 feet left of station $164+50.00$ per right of way plans prepared by Hussey, Gay, Bell for Department of Public Works, Hall County, Cagle Road Improvements, having a completed date of 1-4-2023;

THENCE North $53^{\circ} 56^{\prime} 06^{\prime \prime}$ East, 55.97 feet to a point 58.62 feet left of station $165+00.00$;
THENCE North $78^{\circ} 47^{\prime} 37{ }^{\prime \prime}$ East, 58.54 feet to a point 56.42 feet left of station $165+57.54$;
THENCE along a curve to the left having a radius of 4946.99 feet and an arc length of 34.96 feet, being subtended by a chord bearing and distance of North $77^{\circ} 49^{\prime} 36^{\prime \prime}$ East, 166.94 feet to a point 53.38 feet left of station $167+24.45$;

THENCE North $76^{\circ} 51^{\prime} 36$ " East, 275.55 feet to a point 52.99 feet left of station $170+00.00$;
THENCE South $78^{\circ} 08^{\prime} 08^{\prime \prime}$ East, 55.21 feet to a point 29.59 feet left of station $170+50.00$;
THENCE South $76^{\circ} 27^{\prime} 42^{\prime \prime}$ West, 17.79 feet to a point 29.49 feet left of station $170+32.21$;
THENCE along a curve to the right having a radius of 4969.99 feet and an arc length of 34.96 feet, being subtended by a chord bearing and distance of South $76^{\circ} 39^{\prime} 47^{\prime \prime}$ West, 34.96 feet to a point 29.42 feet left of station $169+97.26$;

THENCE South $76^{\circ} 51^{\prime} 52$ " West, 272.67 feet to a point 29.82 feet left of station $167+24.59$;
THENCE along a curve to the right having a radius of 4969.99 feet and an arc length of 167.72 feet, being subtended by a chord bearing and distance of South $77^{\circ} 49^{\prime} 53^{\prime \prime}$ West, 167.72 feet to a point 32.89 feet left of station $165+56.90$;

THENCE South $78^{\circ} 47{ }^{\prime} 53^{\prime \prime}$ West, 109.51 feet the POINT OF BEGINNING.
Said tract contains $13,001.35$ square feet or 0.298 acre per the aforementioned right of way plans.
Said described land being a temporary easement for the right to construct a driveway to connect the newly constructed or widened road right of way to the property owner's remaining lands for driveway purposes. Said temporary easement is depicted in the Project Plans referenced above. Said temporary easement shall be for a duration beginning on the date construction of the Project begins and shall terminate on the date which is five (5) years after the date on which construction of the Project began.

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

Attachment 8
(Section of Project Plans Depicting Parcel 28 and Call Sheet for Parcel 28)

## GEORGIA, HALL COUNTY.

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

I further certify that the foregoing pages constitute a true, correct, and exact copy of a Resolution passed by the Board of Commissioners on December 14, 2023, and that the original of said Resolution is on file in the Hall County Commission Office, Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia 30504.

Given under my hand and seal of Hall County, Georgia this $\qquad$ day of $\qquad$ 2023.

JENNIFER RIVERA
Clerk of the Board of Commissioners of Hall County, Georgia.
(SEAL OF HALL COUNTY)

4874-6482-8807, v. 1

HALL COUNTY, GEORGIA,
Petitioner-Condemnor,
VS.
That certain rights of way and certain easements over, across, and through certain property owned by AEROSPACE SCIENCE FOUNDATION, INC. (the "Property"), said Property being located in Hall County, Georgia, being designated as tax map number 09094000001 by the taxing authorities of Hall County, said Property being known as 4401 Cagle Road, and being the property shown as ) PARCEL 29 on plans prepared by Hussey Gay ) Bell, entitled "Cagle Road Improvements ) Project," said plans having an approval date of ) August 3, 2023 (the "Project Plans"); said ) rights of way and easement consists of the ) following:

That certain Right of Way shown on the ) Project Plans for Parcel 29, containing 0.053 ) acre, more or less;

That certain Right of Way shown on the ) Project Plans for Parcel 29, containing . 282 ) acre, more or less;

That certain Temporary Construction ) Easement for the purpose of constructing ) slopes, consisting of 0.243 acre, more or less, as ) shown on the Project Plans;

That certain Temporary Construction ) Easement for the purpose of constructing ) slopes, consisting of 0.608 acre, more or less, as ) shown on the Project Plans;
AEROSPACE SCIENCE FOUNDATION, )INC.;))
JAMES C. WU; ..... )
LANIER COVE ASSOCIATES; ..... )
BANK OF AMERICA f/k/a NATIONSBANK, ) N.A. (SOUTH), f/k/a BANK SOUTH, f/k/a ) BANK OF CUMMING; )
(t)
Honorable Patty Walters Laine, Judge of the ) Probate Court of Hall County; )
Honorable Darla Eden, Tax Commissioner of ) Hall County, Georgia; and )
To any and all persons having or claiming any ) right or interest in and to said Property, )
Respondents-Condemnees. )

## DECLARATION OF TAKING

WHEREAS, the Board of Commissioners of Hall County, Georgia (the "Board of Commissioners"), adopted a Resolution on January 11, 2024 (the "Authorizing Resolution"), authorizing and directing the Chairman of the Board of Commissioners and the law firm of Stewart, Melvin \& Frost, LLP to proceed with the condemnation of a portion of certain property located in Hall County, Georgia, for the purpose of acquiring, for public road purposes, certain rights of way and temporary easements for the purpose of constructing slopes in connection with roadway improvements for and the realignment of Cagle Road in Hall County, Georgia (the "Project"); and

WHEREAS, the Project will begin at the Eli Jackson Road and Cagle Road intersection and will extend northeast approximately 1.25 miles to the Cornelia Highway and Cagle Road intersection; and

WHEREAS, plans for the Project were designed by Hussey Gay Bell, are entitled "Cagle Road Improvements," Purchase Order Number 424203, and have an approval date of August 3, 2023 (the "Project Plans"); and

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

WHEREAS, said rights of way and easements are being acquired for public road purposes upon, across, and over property owned by AEROSPACE SCIENCE FOUNDATION, INC., which property is described on Schedule 1: Resolution, Attachment 1, attached hereto and by reference made a part hereof (the "Property"), which Property is located at 4401 Cagle Road, Gainesville, Hall County, Georgia, said Attachment 1 being a description of the entirety of the Property owned by said Condemnee; and

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

WHEREAS, the property or interests necessary to be acquired by condemnation in connection with the construction of the Project (the "Acquired Interests"), are believed to be owned by AEROSPACE SCIENCE FOUNDATION, INC., whose registered agent is located at 3639 Residential Parkway, Atlanta, Georgia, 30340; and

WHEREAS, the Acquired Interests are described as follows:
(1) A right of way, in fee simple, along the portion of the Project, consisting of 0.282 acre, more or less (see Schedule 1: Resolution, Attachment 2: Description of Right of Way, attached hereto and by reference made a part hereof, for a metes and bounds description of said easement); and
(2) A right of way, in fee simple, along the portion of the Project, consisting of .053 acre, more or less (see Schedule 1: Resolution, Attachment 3: Description of Right of Way, attached hereto and by reference made a part hereof, for a metes and bounds description of said easement); and
(3) A temporary construction easement for the purpose of constructing slopes, consisting of 0.243 acre, more or less (see Schedule 1: Resolution, Attachment 4: Description of Easement, attached hereto and by reference made a part hereof, for a metes and bounds description of said easement); and
(4) A temporary construction easement for the purpose of constructing slopes, consisting of 0.608 acre, more or less (see Schedule 1: Resolution, Attachment 5: Description of Easement, attached hereto and by reference made a part hereof, for a metes and bounds description of said easement);

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

WHEREAS, in reliance upon said Appraiser's Statement, Petitioner estimates that the just compensation to be paid for the Acquired Interests (as described in Schedule 1: Resolution, Attachments 2-7, attached hereto) is $\mathbf{\$ 1 0 , 1 0 0 . 0 0}$ and contemporaneously with the filing of this Declaration of Taking, Petitioner deposits said sum in the Court for the use of the persons entitled hereto.

NOW, THEREFORE, the premises considered, Hall County, Georgia, under authority of the Official Code of Georgia Annotated Sections 32-3-4 through 32-3-19, hereby declares that the Acquired Interests (as described in Schedule 1: Resolution, Attachments 2-7, attached hereto and made a part of this Declaration), are being taken for county road purposes.

This $\qquad$ day of $\qquad$ , 2024.

# BOARD OF COMMISSIONERS OF HALL COUNTY, GEORGIA 

By:
Chairman

[^8]Approved as to form:

County Attorney
William J. Linkous, III

## Schedule 1 to Declaration of Taking

(Certified copy of Authoring Resolution adopted by the County)

Schedule 2 to Declaration of Taking
(Copy of Appraiser's Statement)

4868-1018-9703, v. 1

## RESOLUTION

(Parcel No. 29)


#### Abstract

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


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

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

WHEREAS, said Cagle Road Improvements Project (the "Project") is located in Hall County, Georgia, and consists of roadway improvements and some realignment to increase the safety and resurfacing of the existing gravel portion of the road, west of the existing railroad, with 12' wide lanes in both directions along with sight distance improvements and upgrades to the guardrail placement; and

WHEREAS, the Project will begin at the Eli Jackson Road and Cagle Road intersection and will extend northeast approximately 1.25 miles to the Cornelia Highway and Cagle Road intersection; and

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

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

WHEREAS, a portion of the property necessary to be acquired is owned by AEROSPACE SCIENCE FOUNDATION, INC. (hereinafter referred to as "Owner"); and

WHEREAS, a description of the entirety of the property owned by Owner is attached hereto as Attachment 1, and by reference made a part hereof (said property being hereinafter sometimes referred to as "Parcel 29"); and

WHEREAS, the property described on Attachment 1, and by reference made a part hereof; is designated as tax map number 09094000001 by the taxing authorities of Hall County; and

WHEREAS, Board of Commissioners has further determined that the portions of Parcel 29 necessary to be acquired in connection with the construction of the Project are as follows:
(1) A right of way, in fee simple, along the portion of the Project, consisting of 0.282 acre, more or less. A metes and bounds description of said easement is attached hereto as Attachment 2, and by reference made a part hereof; and
(2) A right of way, in fee simple, along the portion of the Project, consisting of .053 acre, more or less. A metes and bounds description of said easement is attached hereto as Attachment 3, and by reference made a part hereof; and
(3) A temporary construction easement for the purpose of constructing slopes, consisting of 0.243 acre, more or less. A metes and bounds description of said temporary construction easement is attached hereto as Attachment 4, and by reference made a part hereof; and
(4) A temporary construction easement for the purpose of constructing slopes, consisting of 0.608 acre, more or less. A metes and bounds description of said temporary construction easement is attached hereto as Attachment 5, and by reference made a part hereof; and

WHEREAS, plans for the Project were designed by Hussey Gay Bell, are entitled "Cagle Road Improvements," Purchase Order Number 424203, and have an approval date of August 3, 2023 (the "Project Plans"), which Project Plans are on file in the Board of Commissioner's Office; and

WHEREAS, attached hereto as Attachment 8, and by reference made a part hereof, is a copy of the section of the Project Plans showing the easement proposed to be acquired by deed or by condemnation proceedings through, over, and across said Parcel 29 (the "Parcel 29 Property Rights").

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners, in regular session, that authority is hereby delegated to the Chairman of the Board of Commissioners, through his duly constituted nominees, and the law firm of Stewart, Melvin \& Frost, LLP, to proceed with the acquisition of the Parcel 29 Property Rights in such manner as in the discretion of said Chairman of the Board may be necessary or proper for the construction of the Project, including by purchase, contract, or condemnation, and said Chairman of the Board is hereby authorized and directed to initiate such proceedings, perform such acts, and execute such papers as they may deem reasonably proper and necessary to carry out the intent of this Resolution.

RESOLVED FURTHER that the Board hereby authorizes and directs that the Owner shall be paid just compensation for the above described acquisition in the amount of $\$ 10,100.00$, which amount is the fair market value of the Parcel 29 Property Rights as determined by independent appraisal.

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

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

This Resolution is adopted in regular session of the Board of Commissioners, this 11th day of January, 2024, to become effective immediately upon its execution, the public health, safety, and general welfare demanding it.
[THIS SPACE IS LEFT INTENTIONALLY BLANK]

## HALL COUNTY BOARD OF COMMISSIONERS

Richard Higgins, Chairman

ATTEST:<br>Jennifer Rivera, County Clerk

(SEAL)
Approved as to form:

County Attorney
William J. Linkous, III

## Attachment 1 <br> (Legal Description of the Entirety of Owner's Property)

STATE OF GEORGIA<br>COUNTY OF HALL<br>OWNER:<br>AEROSPACE SCIENCE<br>FOUNDATION, INC.<br>\section*{PROJECT: CAGLE ROAD IMPROVEMENTS, PARCEL 29}<br>TAX MAP \#: 09094000001<br>4401 CAGLE ROAD

All that tract or parcel of land lying and being in Land Lots 94, 95, and 98 of the $9^{\text {th }}$ district, Hall County, Georgia and more particularly described as follows:

To arrive at the point of beginning of the property hereinafter described beginning at an iron pin located in the northwest corner of Land Lot 94, which corner is the common corner of Land Lots $94,95,97$, and 98 ; thence south 89 degrees 17 minutes east 821.9 feet to an angle iron of the U.S. Government; thence south 29 degrees 36 minutes east a distance of 199.1 feet to an angle iron of the U.S. Government; thence north 60 degrees 18 minutes east a distance of 297.7 feet to an angle iron of the U.S. Government located on the northwesterly right-of-way of a 100 foot Georgia Power Company easement; thence south 62 degrees 06 minutes east 166.8 feet to an angle iron of the U.S. Government and the point of beginning of the property herein described; thence from the said point of beginning thus established south 86 degrees 53 minutes east a distance of 245.9 feet to an iron pin; thence south 17 degrees 18 minutes east a distance of 171.5 feet to an iron pin; thence south 57 degrees 18 minutes east a distance of 236.2 feet to an iron pin; thence south 30 degrees 27 minutes east a distance of 158.3 feet to an iron pin; thence south 2 degrees 45 minutes west a distance of 159.4 feet to an iron pin; thence south 54 degrees 32 minutes east a distance of 456 feet to an iron pin; thence south 56 degrees 45 minutes east a distance of 246.4 feet to an iron pin; thence south 60 degrees 46 minutes east a distance of 530.4 feet to an iron pin; thence south 47 degree 50 minutes east a distance of 138.1 feet to an iron pin located at the center line of the old Southern Railroad right-of-way bed; thence southwest along the center line of the Southern Railroad right-of-way bed following courses and distances: south 70 degrees 52 minutes west 236.1 feet; south 64 degrees 13 minutes west 300 feet; south 57 degrees 02 minutes west 446.8 feet; south 63 degrees 31 minutes west 264.2 feet; south 75 degrees 53 minutes west 367.3 feet; south 87 degrees 54 minutes west 298.2 feet; thence north 75 degrees 48 minutes west for a distance of 464.4 feet to a concrete monument located on the northerly side of the right-of-way of the old Southern Railroad right-of-way; thence north 61 degrees 20 minutes west a distance of 462.4 feet to an iron pin; thence south 41 degrees 59 minutes west a distance of 218.9 feet to an iron pin; thence south 54 degrees 18 minutes west 249.9 feet to an iron pin located in the right-ofway of the old Southern Railroad right-of-way; thence north 12 degrees 32 minutes west a distance of 843.3 feet to a concrete monument; thence north 59 degrees 25 minutes east a distance of 128.9 feet to a concrete monument; thence north 2 degrees 11 minutes east a distance of 237.8 feet to a
concrete monument; thence north 59 degrees 25 minutes east a distance of 400 feet to an angle iron of the U.S. Government; thence south 30 degrees 25 minutes east a distance of 257.2 feet to an angle iron of the U.S. Government; thence north 60 degrees 34 minutes east a distance of 198.4 feet to an angle iron of the U.S. Government; thence north 29 degrees 27 minutes west a distance of 148.9 feet to an angle iron of the U.S. Government; thence north 60 degrees 32 minutes east a distance of 126.2 feet to an angle iron of the U.S. Government; thence south 79 degrees 25 minutes east a distance of 221.4 feet to an angle iron of the U.S. Government; thence north 59 degrees 36 minutes east a distance of 476.7 feet to an angle iron of the U.S. Government; thence north 0 degrees 37 minutes east a distance of 396.6 feet to an angle iron of the U.S. Government and the point of beginning. Containing 73.8 acres.

## Attachment 2

(Legal Description of Right of Way)

| STATE OF GEORGIA | PROJECT: CAGLE ROAD |
| :--- | :--- |
| COUNTY OF HALL | IMPROVEMENTS, PARCEL 29 |
| OWNER: | TAX MAP \#: 09094 000001 |
| AEROSPACE SCIENCE |  |
| FOUNDATION, INC. | 4401 CAGLE ROAD |

PROJECT: CAGLE ROAD IMPROVEMENTS, PARCEL 29

TAX MAP \#: 09094000001
4401 CAGLE ROAD

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

All that tract or parcel of land lying and being in Land Lot 94 of the 9th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point 35.00 feet right of station $160+53.50$ per right of way plans prepared by Hussey, Gay, Bell for Department of Public Works, Hall County, Cagle Road Improvements, having a completed date of 1-4-2023, said point also being on the existing northwestern right of way of Cagle Road, said right of way varies in width;

THENCE proceeding along said right of way North $42^{\circ} 10^{\prime} 50^{\prime \prime}$ East, 95.64 feet to a point 9.47 feet right of station $161+45.67$;

THENCE along a curve to the right having a radius of 320.00 feet and an arc length of 204.51 feet, being subtended by a chord bearing and distance of North $60^{\circ} 29^{\prime 2} 21^{\prime \prime}$ East, 201.05 feet to a point 5.82 feet right of station $163+48.18$;

THENCE North $78^{\circ} 47^{\prime} 53$ " East, 204.97 feet to a point 27.07 feet right of station $165+54.79$;
THENCE along a curve to the left having a radius of 5029.99 feet and an arc length of 169.75 feet, being subtended by a chord bearing and distance of North $77^{\circ} 49^{\prime} 53^{\prime \prime}$ East, 169.74 feet to a point 30.18 feet right of station $167+24.50$;

THENCE North $76^{\circ} 51^{\prime} 52$ " East, 25.50 feet to a point 30.22 feet right of station $167+50.00$;
THENCE leaving said right of way and proceeding thru the property now or formerly of Aerospace Science Foundation, Inc. South $71^{\circ} 19^{\prime} 06^{\prime \prime}$ West, 50.23 feet to a point 35.00 feet right of station 167+00.00;

THENCE South $76^{\circ} 46^{\prime} 50^{\prime \prime}$ West, 183.58 feet to a point 35.00 feet right of station $165+16.42$;

THENCE along a curve to the left having a radius of 365.00 feet and an arc length of 322.02 feet, being subtended by a chord bearing and distance of South $67^{\circ} 13^{\prime} 15^{\prime \prime}$ West, 320.53 feet to a point 35.00 feet right of station $161+82.72$;

THENCE South $57^{\circ} 39^{\prime} 40^{\prime \prime}$ West, 129.23 feet to the POINT OF BEGINNING.
Said tract contains $12,274.66$ square feet or 0.282 acre per the aforementioned right of way plans.

## Attachment 3

## (Legal Description of Right of Way)

```
STATE OF GEORGIA
COUNTY OF HALL
OWNER:
AEROSPACE SCIENCE
FOUNDATION, INC.
```

PROJECT: CAGLE ROAD
IMPROVEMENTS, PARCEL 29

TAX MAP \#: 09094000001

4401 CAGLE ROAD

``` FOUNDATION, INC.
```

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

All that tract or parcel of land lying and being in Land Lots $94 \& 98$ of the 9th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point 68.00 feet right of station $150+38.78$ per right of way plans prepared by Hussey, Gay, Bell for Department of Public Works, Hall County, Cagle Road Improvements, having a completed date of 1-4-2023, said point also being on the existing northwestern right of way of Cagle Road, said right of way varies in width;

THENCE proceeding along said right of way North $89^{\circ} 19^{\prime} 42^{\prime \prime}$ East, 64.16 feet to a point 52.65 feet right of station $151+01.08$;

THENCE along a curve to the right having a radius of 170.00 feet and an arc length of 65.54 feet, being subtended by a chord bearing and distance of South $79^{\circ} 46^{\prime} 47^{\prime \prime}$ East, 65.14 feet to a point 51.25 feet right of station $151+63.04$;

THENCE South $68^{\circ} 44^{\prime} 03$ " East, 60.76 feet to a point 65.13 feet right of station $152+18.96$;
THENCE leaving said right of way and proceeding thru the property now or formerly of Aerospace Science Foundation, Inc. along a curve to the left having a radius of 305.00 feet and an arc length of 11.88 feet, being subtended by a chord bearing and distance of South $69^{\circ} 51^{\prime \prime} 01$ " West, 11.88 feet to a point 68.00 feet right of station $152+29.77$;

THENCE along a curve to the right having a radius of 1068.00 feet and an arc length of 136.50 feet, being subtended by a chord bearing and distance of North $80^{\circ} 29^{\prime} 18^{\prime \prime}$ West, 136.40 feet to a point 68.00 feet right of station $151+01.96$;

THENCE North 76²4'37" West, 63.18 feet to the POINT OF BEGINNING.

Said tract contains $2,307.44$ square feet or 0.053 acre per the aforementioned right of way plans.

## Attachment 4

(Legal Description of Temporary Easement for the Construction)

```
STATE OF GEORGIA
COUNTY OF HALL
OWNER:
AEROSPACE SCIENCE
FOUNDATION, INC.
```

PROJECT: CAGLE ROAD
IMPROVEMENTS, PARCEL 29

TAX MAP \#: 09094000001

4401 CAGLE ROAD

``` FOUNDATION, INC.
```

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

All that tract or parcel of land lying and being in Land Lots $94 \& 98$ of the 9th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point 78.63 feet right of station $149+95.64$ per right of way plans prepared by Hussey, Gay, Bell for Department of Public Works, Hall County, Cagle Road Improvements, having a completed date of 1-4-2023;

THENCE North $89^{\circ} 19^{\prime} 43$ " East, 44.43 feet to a point 68.00 feet right of station $150+38.78$;
THENCE South $76^{\circ} 49^{\prime} 37$ " East, 63.18 feet to a point 68.00 feet right of station $151+01.96$;
THENCE along a curve to the left having a radius of 1068.00 feet and an arc length of 136.50 feet, being subtended by a chord bearing and distance of South $80^{\circ} 29^{\prime} 18^{\prime \prime}$ East, 136.40 feet to a point 68.00 feet right of station $152+29.77$;

THENCE along a curve to the left having a radius of 305.00 feet and an arc length of 170.86 feet, being subtended by a chord bearing and distance of South $87^{\circ} 00^{\prime} 55^{\prime \prime}$ East, 168.64 feet to a point 72.87 feet right of station $153+87.41$;

THENCE North $76^{\circ} 56^{\prime} 09$ " East, 274.41 feet to a point 60.80 feet right of station $156+45.09$;
THENCE South $62^{\circ} 32^{\prime} 42^{\prime \prime}$ West, 144.93 feet to a point 94.12 feet right of station $155+14.07$;
THENCE South $87^{\circ} 49^{\prime} 01^{\prime \prime}$ West, 246.20 feet to a point 86.44 feet right of station $152+87.88$;
THENCE South $11^{\circ} 52^{\prime} 57^{\prime \prime}$ West, 12.56 feet to a point 98.83 feet right of station $152+86.02$;
THENCE North $76^{\circ} 34^{\prime} 02^{\prime \prime}$ West, 71.37 feet to a point 87.71 feet right of station $152+21.52$;

THENCE North $77^{\circ} 12{ }^{\prime} 52^{\prime \prime}$ West, 59.79 feet to a point 82.62 feet right of station $151+66.62$;
THENCE North $76^{\circ} 18^{\prime} 21^{\prime \prime}$ West, 176.74 feet to the POINT OF BEGINNING.

Said tract contains $10,586.83$ square feet or 0.243 acre per the aforementioned right of way plans.

## Attachment 5

(Legal Description of Temporary Easement for the Construction)

```
STATE OF GEORGIA
COUNTY OF HALL
OWNER:
AEROSPACE SCIENCE
FOUNDATION, INC.
```

PROJECT: CAGLE ROAD
IMPROVEMENTS, PARCEL 29

TAX MAP \#: 09094000001

4401 CAGLE ROAD

``` FOUNDATION, INC.
```

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

All that tract or parcel of land lying and being in Land Lot 94 of the 9th District, Hall County, Georgia and being more particularly described as follows:

BEGINNING at a point 51.45 feet right of station $159+93.59$ per right of way plans prepared by Hussey, Gay, Bell for Department of Public Works, Hall County, Cagle Road Improvements, having a completed date of 1-4-2023;

THENCE along a curve to the left having a radius of 580.00 feet and an arc length of 12.33 feet, being subtended by a chord bearing and distance of North $42^{\circ} 47^{\prime} 22^{\prime \prime}$ East, 12.33 feet to a point 48.29 feet right of station 160+05.51;

THENCE North $42^{\circ} 10^{\prime} 50$ " East, 49.79 feet to a point 35.00 feet right of station $160+53.50$;
THENCE North $57^{\circ} 39^{\prime} 40$ " East, 129.23 feet to a point 35.00 feet right of station $161+82.72$;

THENCE along a curve to the right having a radius of 965.00 feet and an arc length of 322.02 feet, being subtended by a chord bearing and distance of North $67^{\circ} 13^{\prime} 15^{\prime \prime}$ East, 320.53 feet to a point 35.00 feet right of station $165+16.42$;

THENCE North $76^{\circ} 46^{\prime} 50$ " East, 183.58 feet to a point 35.00 feet right of station $167+00.00$;
THENCE North $71^{\circ} 19^{\prime} 06$ " East, 50.23 feet to a point 30.22 feet right of station $167+50.00$;
THENCE North $76^{\circ} 51^{\prime} 52$ " East, 154.21 feet to a point 30.44 feet right of station 169+04.21;
THENCE South $63^{\circ} 32^{\prime} 01^{\prime \prime}$ West, 242.43 feet to a point 86.00 feet right of station $166+68.24$;
THENCE South $70^{\circ} 03^{\prime} 08^{\prime \prime}$ West, 54.11 feet to a point 92.34 feet right of station $166+14.50$;

THENCE North $82^{\circ} 42^{\prime} 30^{\prime \prime}$ West, 78.44 feet to a point 64.85 feet right of station $165+41.03$; THENCE South $74^{\circ} 22^{\prime} 40^{\prime \prime}$ West, 210.72 feet to a point 55.21 feet right of station $163+18.34$; THENCE South $57^{\circ} 28^{\prime} 15^{\prime \prime}$ West, 229.29 feet to a point 64.65 feet right of station $160+81.17$; THENCE South $66^{\circ} 13^{\prime} 46^{\prime \prime}$ West, 88.57 feet to the POINT OF BEGINNING.

Said tract contains 26,473.39 square feet or 0.608 acre per the aforementioned right of way plans.

Attachment 6
(Section of Project Plans Depicting Parcel 29 and Call Sheet for Parcel 29)

## GEORGIA, HALL COUNTY.

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

I further certify that the foregoing pages constitute a true, correct, and exact copy of a Resolution passed by the Board of Commissioners on January 11, 2024, and that the original of said Resolution is on file in the Hall County Commission Office, Hall County Government Center, 2875 Browns Bridge Road, Gainesville, Georgia 30504.

Given under my hand and seal of Hall County, Georgia this $\qquad$ day of $\qquad$ 2023.

JENNIFER RIVERA
Clerk of the Board of Commissioners of Hall County, Georgia.
(SEAL OF HALL COUNTY)

4874-6482-8807, v. 1

## AGENDA ITEM

## Public Hearing to amend Hall County's Zoning Map as follows:

## REPORT TO:

REPORT TO:

ITEM NO:

## SUBJECT:

Work Session (01/08/24)
Voting Meeting (01/11/24)

714/2023
5348 Grant Road | Use Subject to County Commission Approval | 17.110.040(M) for a commercial kennel | on a 10.69士 acre parcel located on the north side of Grant Road, approximately 590 feet west of its intersection with Lee Road | Zoned AR-III; Tax Parcel 11085 000005B | Proposed use: commercial kennel| Commission District 2 | Megan Partrick - Bark Camp Farm, applicant.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

## Presenter:

RD

## Recommendation:

Approve to withdraw.

## Purpose of Request:

5348 Grant Road | Use Subject to County Commission Approval | 17.110.040(M) for a commercial kennel | on a $10.69 \pm$ acre parcel located on the north side of Grant Road, approximately 590 feet west of its intersection with Lee Road | Zoned AR-III; Tax Parcel 11085 000005B | Proposed use: commercial kennel | Commission District 2 | Megan Partrick - Bark Camp Farm, applicant.

## History:

## Facts and Issues:

## Options:

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

Approvals:

| Submit | Approve | Attorney | Administration |
| :---: | :---: | :---: | :---: |
| AD | RD | WLI | CR |
| Clerk |  |  |  |
| AO |  |  |  |

## Attachments:

Board Memo
Application
Narrative
Additional Information for Narrative
Site Plan
Maps
Deed
Public Works Comments
GDOT Comments
Environmental Health Comments
Fire Comments
Notice Sign Photos


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

Hall County Government
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT

| To: | Richard Higgins, Chairman <br> Kathy Cooper, District 1 Commissioner <br> Billy Powell, District 2 Commissioner <br> Gregg Poole, District 3 Commissioner <br> Jeff Stowe, District 4 Commissioner |
| :--- | :--- |
| From: | Randi Doveton, Director of Planning \& Development |
| Date: | December 26, 2023 |
| Subject: | 5348 Grant Road \| Use Subject to County Commission <br> Approval \| 17.110.040(M) for a commercial kennel | on <br> a 10.69士 acre parcel \| Proposed use: commercial <br> kennel \| Megan Partrick - Bark Camp Farm, applicant. |

The request before you is the request of Megan Partrick - Bark Camp Farm for a Use Subject to County Commission Approval to allow a commercial kennel. This item is located within Commission District 2.

On November 21, 2023 the applicant emailed staff their request for withdrawal of this application.

At their December 4, 2023 meeting, the Hall County Planning Commission voted to recommend withdrawal (5-0).

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

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

OCT 062023
Planning \& Country Department

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

CONDITIONAL USE APPLICATION
Applicant (Name \& Mailing Address)
Property Owner (Name \& Mailing Address)
$\qquad$
Phone $\qquad$ 770-530-5647 Phone $\qquad$
Email Address Megan Cbarkcampfarm. um $=$ mail Address
Proposed use Farm-style dog daycare « boarding
Contact Person (Name \& Mailing Address)
$\qquad$
Megan Partrick

Status of Applicant
I. Owner
$\checkmark$ Option to Purchase
[. Area Resident
I Other

Requested Action
Permissive Use: - HCPC $X \mathrm{HCC}$

Fee:\$ $\qquad$
Receipt \#: $\qquad$ Check \#: $\qquad$
$\qquad$ Location Address 5348 Grant Road Murrayville, GA 30564
I hereby certify that the above information and all attached information are true and correct.
Sign $\qquad$ Megñoutis Date: $\qquad$ 10/5/23

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 incus $\qquad$

Staff Use Only
Application Date: $\qquad$ $10 / 6 / 23$ Taken by: $\qquad$ B.Waetar

Tentative Planning Commission Date: $\qquad$ Tentative County Commission Date: $\qquad$
County Commission District: $\qquad$
-1.
AUTHORIZATION OF PROPERTY OWNERS
Nate: If the applicant is the property owner, please disregard this form

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.
authorize the person named above to act as applicant in the pursuit of a rezoning, permissive use, or variance of this property.

arsonally appeared before me

10 swears that the information contained in this authorization is true and correct to the best of his/her


$$
\frac{10-3-2023}{\text { Date }}
$$

## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

## OLGA $\$ 36-67 A-3[C]$ 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 fie a disclosure report with the governing authority of the respective local government showing：
（3）The name and official position of the local govemment official 10 whom the campaign contribution was made：and
（4）The dollar amount and description of each campaign contribution made by the applicant to the focal government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such comribution．
（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 fitted．（Code 1981．Section OCGA 合 36－67A－3\｛C］， enacted by GAL．1986，page 1269，Section 1，GAL．1991，page 1365，Section 1）

I thereby certify that I have read the above and that

$$
\text { I haven__ I have not } X
$$

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

$\qquad$


Date of Contribution： $\qquad$


Applicant＇s／Ownerss Name（Printed）：


## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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


## EXECUTIVE SUMMARY

## Objective

Bark Camp Farm exists to serve the Hall County community by providing a world class, farm-style dog daycare and boarding facility. We have a shuttle service to pick up dogs within our area of service and then drop them off at the farm to run, play with friends and our staff, and be a dog. We believe dogs were meant to run and we want to give the pets of our community a fun, safe, and wide open area to do just that.

## Vision

Our vision is to create a farm-style dog daycare and boarding facility that can be enjoyed by the dogs of our community. We provide a place where dogs get to be dogs and their owners can be assured their pups are well taken care of and receive lots of exercise. We promise all dogs will come home worn out and fully alive! Our business is currently one year old and has proven to meet a need for our community.

## Service Description

To provide a convenient, safe, and fun farm for dogs to run and roam freely. Our premium service provides transportation to and from the dog owner's home and/or place of work. We will also provide spacious boarding for dogs.

1. History \& current zoning

Current zoning for the property is AR III. It is our understanding that 5348 Grant Road has been used as a recreational, agricultural property. There is a residential housing option above the barn, called a barndominium, that was previously rented out. The farm is 11.5 acres. Surrounding neighbors are known to be animal lovers and have lots of different types of animals on their properties.
2. Farm-style dog daycare \& boarding

We are proposing approval for conditional use for this property to be used as a farm-style dog daycare \& boarding facility and for this to be a residential business. This farm is 11.5 acres. The parameters of the existing fields along with added fencing will allow our dogs to run freely in a safe and guarded environment. We plan to utilize the two main fields to transition dog runs periodically to allow for more exploration and discovery. We are requesting a variance of 50 foot setback from the property lines for fencing the dog runs. There is a natural buffer of trees,
shrubs and overgrowth that surrounds the property line. There is also a large pond on the property where we will allow the dogs to swim with owner's permission. Weather permitting, all dogs (daycare \& boarding) will participate in the farm-style daycare offered. Dogs are outside running and playing all day with the option to go in and out of the existing barn and covered or treed areas for shade and a cool down/hydration area or take a swim in the pond. For inclement weather we will utilize the existing barn for indoor play time. Bark Camp reserves the right to cancel daycare if necessary because of the weather. Shade and hydration stations will also be made available throughout the dog runs and play areas. We will use the barn and natural treed areas for shade as well as temporary pop up tents that can be moved as needed. We use horse feeders as water bowls that connect to the fences for "hydration stations". Boarding dog accommodations will be provided in the existing barn structure.

## 3. Temperament Assessments

Bark Camp Farm performs a temperament assessment on any first time dog. This assessment is required before reservations can be made for daycare or boarding. Any dog that displays aggression or overtly nervous behavior towards other dogs or to our staff is not able to return. Our policies also allow us the right to quarantine and prohibit any dog that shows aggression towards other dogs or humans. Bark Camp Farm reserves the right to deny certain breeds from using our facilities and dog parks/runs.

## 4. Hours of operation

Monday-Friday 8-5, Saturday 8-12 \& Sunday 2-5 with staff on sight earlier and later to care for boarding dogs.
5. Signage -Bark Camp Farm signage will go on or next to existing barn structure which is not visible from Grant Rd.
6. Access- Grant Road is a two lane paved road that connects to Elrod road and Bark Camp road and can be reached through various access points/ routes to get to Price road or Thompson bridge road. We will use the existing driveway for our proposed use.

## 7. Lighting- no new lighting

8. Water and waste water disposal

All water and waste water will be disposed using existing septic system located next to existing barn (1000 gallon tank). System is identical in size to that obtained at previous business location and approved by environmental health. There will be 3-4 employees on site. We give on average 5 baths per day and clean on average

3-5 kennels per day (water waste goes down a mop sink). All dog waste will be bagged in dog waste specific bags and thrown away in the trash.

| From: | Megan Partrick [megan@barkcampfarm.com](mailto:megan@barkcampfarm.com) |
| :--- | :--- |
| Sent: | Wednesday, October 18, 2023 4:40 PM |
| To: | Katie L. Greenway (CDI: Planning) |
| Subject: | Re: - Commercial Kennel - Bark Camp Farm |

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 Katie,
Yes, we hope to have someone living there full time, likely one of our employees.
As far as the dog run areas go, because of our concept it's obviously ideal to have as much space as possible. Part of why we requested only a 50 ft variance is because even beyond the whole property line is a pretty large buffer of trees so it actually feels like even more than 50 ft . We chose this property because of how secluded and private it feels. You can't really see and are not close to any other neighboring structures or part of the yard that they would use. I'm attaching some pictures so you can see what I mean exactly. There's one picture I'm attaching that shows an existing fence line (circled in red) near where the pond field is and it is likely what we would use and it definitely sets that variance even further away than 50 ft from the property line if that makes sense. Please let me know if you have any other questions as you're looking at the photos. We have also met and talked with several of the neighbors, most notable is the one we share most of the property line with, and they do not seem to have any concerns. We are of course open to discussion, I think our fear is just that once you go much beyond a 50 ft variance all the way around, especially that field near the barn, we are really losing a lot of usable acreage and running space. As always feel free to call me if that helps! Thanks for your ongoing help!!

Megan
770-530-5647






From: "Katie L. Greenway (CDI: Planning)" [klgreenway@hallcounty.org](mailto:klgreenway@hallcounty.org)
Date: October 18, 2023 at 12:46:28 PM EDT
To: Megan Partrick [megan@barkcampfarm.com](mailto:megan@barkcampfarm.com)
Subject: RE: - Commercial Kennel - Bark Camp Farm

Megan,
We have a couple of questions regarding your site plan but you are good to go for $12 / 4$. Your signs will be ready starting this Friday but you will get an email from me about that.

My questions are below:

1. Will someone be living on the premises full time in the apartment?
2. Would you be willing to reduce the dog park run area and bring the limits away from the neighboring property lines more? This may affect the Planning Commission's decision due to the openness of your concept and proximity to existing homes.

Thank you,
Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-297-2649
klgreenway@hallcounty.org
<image001.jpg>

From: Megan Partrick [megan@barkcampfarm.com](mailto:megan@barkcampfarm.com)
Sent: Wednesday, October 18, 2023 12:29 PM
To: Katie L. Greenway (CDI: Planning) [klgreenway@hallcounty.org](mailto:klgreenway@hallcounty.org)
Subject: Re: - Commercial Kennel - Bark Camp Farm

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 Katie,
Just wanted to check in after your meeting on Friday. Are we still good to go for the December 4th meeting? When do we need to plan to pick up the zoning sign?

Thanks,
Megan Partrick
Owner
Bark Camp Farm
(770) 874-1354

On Oct 11, 2023, at 4:40 PM, Katie L. Greenway (CDI: Planning) [klgreenway@hallcounty.org](mailto:klgreenway@hallcounty.org) wrote:

Received and saved. Thank you!
Katie Greenway
Principal Planner
Hall County Community Development and Infrastructure
(direct office) 770-297-2649

27 Media
930 Interstate Ridge Dr
Gainesville, GA 30501

## Site Plan

5348 Grant Road
Murrayville, GA 30564
Conditional Use Application for Bark Camp Farm October 5th, 2023

| Building and Site Info |
| :--- |
| A: Barndominium approx. 1800 SF. 707 |
| B: Pond |
| C: Gravel driveway and parking will be reused |
| E: Lines represent a 50' buffer |
| F: Hydration Stations |




Applicant: MEGAN PARTRICK - BARK CAMP FARM Tax Parcel \#: 11085 000005B
Location: 5348 GRANT ROAD, MURRAYVILLE, GA 30564 Commission District 2 PC Mtg. Date: 12/04/23


Applicant: MEGAN PARTRICK - BARK CAMP FARM Tax Parcel \#: 11085 000005B
Location: 5348 GRANT ROAD, MURRAYVILLE, GA 30564 Commission District 2 PC Mtg. Date: 12/04/23

- Zoning Boundary City Limits
Subject Area


GEORGIA, HALL COUNTY, CLEERK SUPERIOR COURT FILED IN OFFICR AND RECORDED IN BOOK 5060 PAGE (S) $250 \quad$ NHIS 16 DAY OR C. WOWD, OLERK BY QS DWIGHTE. WOOD, CLERK 103310,12

Record and Relumn to:
SACKSON AND HARDWICK
253 MAIN STRBET
LOGANVILLE, GBORGIA 30052 04.1.GAN-11664REARP

## 000250

WARRANTY DEED

## STATE OF GEORGIA <br> COUNTY OF WALTON

THIS INDENTURE, Made the 6th day of August, 2004, between

RJCHARD Q. STEPHENS,

of the County of HALL, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and

## LEONARD EARP and MARSEA L. EARP, AS JOIN'X TENANTS WITH RIGHTS OE SURVIVORSHIP

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heiss, successors and assigns where the context requires or permits).

WITNBSSETH that: Grantor for and in consideration of the sum of TBN AND 00/100 ( $\$ 10.00$ ) DOLLARS in hand paid at and before the sealing and delivery of these presents, the receipt whercof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND LXING AND BEING IN LAND LOT 85 OF THE 11TH DISTRICT, HALL COUNTY, GEORGLA, BEING LOT 5 , BLOCK B, AS PER PLAT RECORDED IN PLAT BOOK 45, PAGE 112, HAR COUNTY, GEORGIA RECORDS, WHCF RECE MADE A PART OF THIS INCORPORATE

SUBJECT to restrictive covenants and general utility easements of record.
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantec forever in FBE SIMPLE.

AND THE SADD Grantor will warrant and forever defend the right and tille to the abovedescribed property unto the ssid Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has sigried and sealed this deed, the day and year above wisten.
Signed, sealad and deliverad in presence of:
 Unofficial Witness

[SEAL]

Return Recorded Document lo:
Alexander, Royston, Yardman, Shinall \& Strickland, LLP Aftomeys at Law
1116 Clark Street Covington, Georgia 30014

## WARRANTY DEED

HALL COUNTY, Georgia


PT61 069.2010-000209

STATE OF GEORGIA
File \#: 427.0000
COUNTY OF NEWTON
This Indenture made ibis $28^{\text {th }}$ day of LLeests $200 \%$ between Leonard Earp, of the County of Newton, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and Marsha L. Earp of the State of Georgia, as party or parties of the second part, hereinafter called Grantee (the words "Granter" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Granter, for and in consideration of the sum of LOVE AND AFFECTION and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is becroby acknowledged, has granted, bargained, sold, aligned, convoyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, my one-balr (1/2) undivided interest to and to the following described property to wit:
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 85 OF THE $11^{\text {TH }}$
DISTRICT, HALL COUNTY, GOERGIA, BEINGLOT S, BLOCK H, AS LR PLAT RECORDED IN
PLAT BOOK 45, PAGE 112, HALL COUNTY, GEORGLA RECORDS, WHYCH RECORDED PLATIS
INCORPORATED HEREIN Ht REFEREnCE AND MADE A PART OF THIS DESCRIPTION.

## This Deed ls given subject to all easements and restrictions of record, if any.

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

AND THE SAID Granter will warrant and forever defend the right and tithe to the above described property unto the said Grantec against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Granlor bs hereunto set granter's hand and seal this day and your first above written.
Signed, sealed and delivered in the presence of:



My commission expires:



POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: 770.531.6800 |f: 770.531.3945

DIRECTOR
Srikanth Yamala

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

# Hall County Government COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PUBLIC WORKS AND UTILITIES 

MEMORANDUM

To: $\quad$ Randi Doveton, Director of Planning and Development

From: $\quad$ Bill Nash, Director of Public Works and Utilities

Date: $\quad$ November 2, 2023

Subject: December 4, 2023 - Hall County Planning Commission Agenda
Please be advised that our office has reviewed the Hall County Planning Commission agenda for the December 4, 2023 meeting. Upon review, we provide the following comments.

## NEW BUSINESS

1. 6143 White Oak Drive | Variance | 17.240 .010 to reduce the front yard setback requirement from 55 feet from centerline to 40 feet from centerline | on a $0.73 \pm$ acre tract located on the south side of White Oak Drive, at its intersection with Oak Hill Drive | Zoned R-I, Tax Parcel 08102A000065 | Proposed Use: single-family residence ** Commission District $2 \mid$ Nikki Biggers - LVG Investments, LLC, applicant.
a. Engineering: Show FEMA and Hall County studied Flood plains that are present on site
Variance will be needed for encroachment into 75' stream buffer It would be difficult to construct as shown without encroaching and distributions within the 50' stream buffer.
b. Traffic: No Comment
c. Utilities: permit from Environmental Health will be required for proposed septic system.
2. 4917 Gilstrap Circle | Variance | 17.240 .010 to reduce the front yard setback requirement from 55 feet from centerline to 49 feet from centerline on a $0.42 \pm$ acre parcel located on the south side of Gilstrap Circle, approximately 315 feet west of its intersection with Cleveland Highway | Zoned AR-IV; Tax Parcel 12020 000016A | Proposed use: single-family residence ${ }^{*}$ Commission District 3 | Jarica Cardoso, applicant.
a. Engineering: No Comment
b. Traffic: No Comment
c. Utilities: No Comment
3. 3536 Atlanta Highway | Variance | 17.420.050 to vary the Gateway Corridors Overlay District (GCOD) standards | on a $2.99 \pm$ acre parcel located on the north side of Atlanta Highway, approximately 170 feet west of its intersection with Wallis Road | Zoned H-B / GCOD, Tax Parcel

08047001004 | Proposed Use: office building | * Commission District 1 Gail Chapman, applicant.
a. Engineering: No Comment
b. Traffic: No Comment
c. Utilities: No Comment
4. $\mathbf{3 2 1 0}$ Joe Parker Road Amend conditions of PCD | on a $20.19 \pm$ acre parcel located on the west side of Joe Parker Road, approximately 1,150 feet north of its intersection with Gillsville Highway | Zoned PCD; Tax Parcel 15023000055 | Proposed use: event facility | ** Commission District 3 | El Alamo Properties, LLC, applicant.
a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. Traffic: No Comment
c. Utilities: Gainesville/ Hall sewer district- no sewer connection within feasible distance. Septic system requires permit from Environmental Health.
5. 2595 Gillsville Highway | Use Subject to County Commission Approval | 17.110.040(M) for a commercial kennel | on a 10.14 $\pm$ acre parcel located on the north side of Gillsville Highway, approximately 1,300 feet west of its intersection with Jack Bryant Circle | Zoned AR-III \& AR-IV; Tax Parcel 15023000015 | Proposed use: commercial kennel |
** Commission District 3 | Sue Ann Buchanan, 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 wrested vegetation not centerline of stream.
b. Traffic: Driveway permit from GDOT will be required.
c. Utilities: Gainesville/ Hall sewer district: no sewer connection within feasible distance.
6. 5348 Grant Road | Use Subject to County Commission Approval 17.110.040(M) for a commercial kennel | on a 10.69 $\pm$ acre parcel located on the north side of Grant Road, approximately 590 feet west of its intersection with Lee Road | Zoned AR-III; Tax Parcel 11085 000005B | Proposed use: commercial kennel | ${ }^{* *}$ Commission District 2 | Megan Partrick - Bark Camp Farm, 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
b. Traffic: No Comment
c. Utilities: No Comment

| From: | Chavers, Veronica E [VChavers@dot.ga.gov](mailto:VChavers@dot.ga.gov) |
| :--- | :--- |
| Sent: | Monday, November 6, 2023 9:44 AM |
| To: | Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning) |
| Subject: | RE: Tentative Planning Agenda for December 4, 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 responses in red below.

## Veronica Chavers

DITO Civil Engineer 4

District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8488 office
706.818.4828 cell

From: Anael Dominguez (CDI: Planning) [adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)
Sent: Thursday, October 26, 2023 10:24 AM
Subject: Tentative Planning Agenda for December 4, 2023
Good morning -
Here is the Tentative Agenda and Maps for the Monday, December 4, 2023 Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by Thursday, November 2 ${ }^{\text {nd }}$. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

## CALL TO ORDER

## AGENDA REVIEW

## APPROVAL OF MINUTES - November 20, 2023

## NEW BUSINESS

1. 6143 White Oak Drive | Variance | 17.240 .010 to reduce the front yard setback requirement from 55 feet from centerline to 40 feet from centerline | on a $0.73 \pm$ acre tract located on the south side of White Oak Drive, at its
intersection with Oak Hill Drive | Zoned R-I, Tax Parcel 08102A000065 | Proposed Use: single-family residence | * Commission District 2 | Nikki Biggers - LVG Investments, LLC, applicant. No GDOT coordination required.
2. 4917 Gilstrap Circle | Variance ${ }^{2} 17.240 .010$ to reduce the front yard setback requirement from 55 feet from centerline to 49 feet from centerline ${ }^{\text {a }}$ on a $0.42 \pm$ acre parcel located on the south side of Gilstrap Circle, approximately 315 feet west of its intersection with Cleveland Highway | Zoned AR-IV; Tax Parcel 12020 000016A $\mid$ Proposed use: single-family residence ${ }^{*}$ Commission District 3 | Jarica Cardoso, applicant. No GDOT coordination required.
3. 3536 Atlanta Highway | Variance 17.420 .050 to vary the Gateway Corridors Overlay District (GCOD) standards Ion a $2.99 \pm$ acre parcel located on the north side of Atlanta Highway, approximately 170 feet west of its intersection with Wallis Road I Zoned H-B / GCOD, Tax Parcel 08047001004 | Proposed Use: office building ل * Commission District 1 | Gail Chapman, applicant. No GDOT coordination required.
4. 3210 Joe Parker Road | Amend conditions of PCD \| on a $20.19 \pm$ acre parcel located on the west side of Joe Parker Road, approximately 1,150 feet north of its intersection with Gillsville Highway | Zoned PCD; Tax Parcel 15023000055 | Proposed use: event facility | ${ }^{* *}$ Commission District 3 | EI Alamo Properties, LLC, applicant. No GDOT coordination required.
5. $\mathbf{2 5 9 5}$ Gillsville Highway ${ }^{2}$ Use Subject to County Commission Approval | 17.110.040(M) for a commercial kennel | on a $10.14 \pm$ acre parcel located on the north side of Gillsville Highway, approximately 1,300 feet west of its intersection with Jack Bryant Circle $\|$ Zoned AR-III \& AR-IV; Tax Parcel 15023000015 | Proposed use: commercial kennel | ** Commission District 3 | Sue Ann Buchanan, applicant. GDOT coordination required for driveway access to Gillsville Hwy
6. 5348 Grant Road | Use Subject to County Commission Approval $17.110 .040(\mathrm{M})$ for a commercial kennel ] on a 10.69 $\pm$ acre parcel located on the north side of Grant Road, approximately 590 feet west of its intersection with Lee Road \| Zoned AR-III; Tax Parcel 11085000005 B | Proposed use: commercial kennel| ** Commission District 2 | Megan Partrick - Bark Camp Farm, applicant. No GDOT coordination required.
[^9]Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is

| From: | Emily McGahee (Environmental Health) |
| :--- | :--- |
| Sent: | Monday, October 30, 2023 9:42 AM |
| To: | Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: |
|  | Planning) |
| Cc: | Chad Harper (Environmental Health); Kelly Hairston (Environmental Health) |
| Subject: | HCPC Tentative Agenda 12.4.23 |

Please find Environmental Health comments below:

Item 1, 6143 White Oak Drive, Biggers: Must meet all residential permitting requirements. A septic permit cannot be issued to this property until the reconfiguration plat submitted to the Hall County Plat Review Team has been revised according to provided comments, the plat approved, and recorded with the Clerk of Courts.

Item 2, 4917 Gilstrap Circle, Cardoso: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available. An existing system evaluation/site visit will be required for system serving existing home on property. Additional requirements apply if increasing the number of bedrooms. Any future permits issued to this property (Tract 1 ) according to the attached recorded plat does not imply approval for the adjacent parcel in its current configuration, labeled as Tract 2.

Item 3, 3536 Atlanta Hwy, Chapman: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. An onsite sewage management system (and bathroom structure) will be required on the property if it is to be occupied for two hours or more.

Item 4, 3210 Joe Parker, El Alamo: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Please be advised that revised civil plans will be required (including revised septic system design) to accommodate the additional flows ( 575 people). A Food Service permit/plan review may be required after review of business plan.

Item 5, 2595 Gillsville Hwy, Buchanan: 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 6, 5348 Grant Road, Bark Camp Farm: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

## Emily McGahee

Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973
(770) 531-6767 (fax)
http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website \& Forms)

| From: | John Hornick (Fire Services) |
| :--- | :--- |
| Sent: | Thursday, November 2, 2023 9:55 AM |
| To: | Anael Dominguez (CDI: Planning) |
| Cc: | Randi Doveton (CDI: Planning) |
| Subject: | Fire Comments |

Monday, December 4, 2023 Hall County Planning Commission Meeting.

1. 5348 Grant Road | Use Subject to County Commission Approval | 17.110.040(M) for a commercial kennel | on a 10.69 $\pm$ acre parcel located on the north side of Grant Road, approximately 590 feet west of its intersection with Lee Road | Zoned AR-III; Tax Parcel 11085000005 B | Proposed use: commercial kennel| ** Commission District 2 I Megan Partrick - Bark Camp Farm, 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


## AGENDA ITEM

## Public Hearing to amend Hall County's Zoning Map as follows:

## REPORT TO:

REPORT TO:

## ITEM NO:

## SUBJECT:

Work Session (01/08/24)
Voting Meeting (01/11/24)

711/2023
4200 Cha Co Road | Rezone | from Agricultural Residential III (AR-III) to Residential I (R-I) | on a $43.50 \pm$ acre parcel located on the southeastern side of Cha Co Road, approximately 425 feet west of its intersection with Sardis Road | Zoned AR-III, Tax Parcel 10074000004 | Proposed Use: 32lot subdivision | Commission District 2 | John Roberts, applicant.

## Meetings:

## Work Session Date: 01/08/24

## Executive Summary:

## Presenter:

## RD

## Recommendation:

Approve for withdrawal.

## Purpose of Request:

4200 Cha Co Road | Rezone | from Agricultural Residential III
(AR-III) to Residential I (R-I) | on a $43.50 \pm$ acre parcel located on the southeastern side of Cha Co Road, approximately 425 feet west of its intersection with Sardis Road | Zoned AR-III, Tax Parcel: 10074000004 | Proposed Use: 32-lot subdivision | Commission District 2 | John Roberts, applicant.

Voting Meeting Date: $\quad 01 / 11 / 24$

## History:

## Facts and Issues:

## Options:

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

Approvals:

| Submit | Approve | Attorney | Administration |
| :---: | :---: | :---: | :---: |
| AD | RD | WLI | CR |
| Clerk |  |  |  |
| AO |  |  |  |

## Attachments:

Board Memo
Application
Updated Narrative
Narrative
Updated Site Plan
Site Plan
Deed
Maps
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign Photos


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

PLANNING AND DEVELOPMENT
DIRECTOR
Randi Doveton

|  | Hall County Government <br> COMMUNITY DEVELOPMENT AND INFRASTRUCTURE <br>  <br>  <br> PLANNING AND DEVELOPMENT |
| :--- | :--- |
| To: | Richard Higgins, Chairman <br> Kathy Cooper, District 1 Commissioner <br> Billy Powell, District 2 Commissioner <br> Gregg Poole, District 3 Commissioner <br> Jeff Stowe, District 4 Commissioner |
| From: | Randi Doveton, Director of Planning \& Development |
| Date: | December 26, 2023 |
| Subject: | 4200 Cha Co Road \| Rezone | from Agricultural <br> $\quad$Residential III (AR-III) to Residential I (R-I) \| on a 43.50 $\pm$ <br> acre parcel\| Proposed Use: 32-lot subdivision | John <br> Roberts, applicant. |

The request before you is the request of John Roberts to Rezone from Agricultural Residential III (AR-III) to Residential I (R-I) to allow a 32-lot subdivision. This item is located within Commission District 2.

On November 2, 2023 the applicant emailed staff his request for withdrawal of this application.

At their November 20, 2023 meeting, the Hall County Planning Commission voted to recommend withdrawal (5-0).

There were two (2) 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.

## ZONING APPLICATION

## Applicant (Name \& Mailing Address)

John Roberts
Po Box 32
Gainesville, GA 30503

Phone $\qquad$ 678-316-6774
Email Address jwr/247@gMail.com Property Owner (Name \& Mailing Address) Estate of carrie Hatfield
thomas Hensley, Trustee
P.0, Bo 158 , Baldwin, GA. 305 Qb Phone $\quad 706$ - 770 - 5700 Proposed Use - ResidenTial subdivision

## Contact Person (Name \& Mailing Address)

John Roberts
Po BoX 32
Gainesville GA 30503
Phone $\quad 678-3 / 6-6774$
Email Address 1 wr 1247 g g mail, com
${ }_{\text {Tax Parcel Number }}^{10074000004}$

## Status of Applicant Requested Action

Existing Zoning: $A R-\mathbb{L}$
Rezone to: $A-1$
Fee:\$ $\qquad$
Receipt \#: $\qquad$
Check \#: $\qquad$

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


Date: $\quad 8 \rightarrow 25-2023$
Applicant mist 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 $\qquad$ Date: $\qquad$

## Staff Use Only

Application Date:
Tentative Planning Commission Date: $\qquad$
Taken by: $\qquad$ Tentative County Commission Date: $\qquad$

County Commission District:

## AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

Name of owners)


Name of applicants) John Roberts

Address
Poo. Box 32
Gainesville GA 30503
Phone Number

$$
678-316-6774
$$

Iswear 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.

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


## 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** $\qquad$ I have not

within the two years immediately preceding this date, made any contributions) 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.


## 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:

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.


## NARRATIVE <br> 4200 Cha Co Rd. Gainesville, Georgia

Applicant requests that Hall County rezone the following described property to a zoning classification of R-I for a residential subdivision.

ALL THAT TRACT or parcel of land, situate and being in Land Lot 71, 10th Land District, Hall County Georgia and being more particularly described as being a portion of that certain property conveyed by Joe S. Hatfield to Carrie M. Hatfield dated March 9, 2016 as described in Deed Book 7695 Page 474 of the Hall County Deed Records and in plat book 39 page 10 of the Hall County plat records. Said property being further identified as Hall County Tax Parcel 10074000004 with a street address of 4200 Cha Co Rd., Gainesville Georgia containing 43.51 acres.

Current Zoning: AR III
Proposed Zoning: R-I
Current Use: Vacant
Adjacent Property Zoning: R-1-C, AR III,
Tax Parcel: 10074000004
Applicant: John Roberts
Property Owner: Estate of Carrie M. Hatfield
Total acres: 43.51
Number of Lots: 32
Minimum Lot area: 1 Acre (43,560 Sq. Ft.)
Proposed: Single Family Homes.
Minimum Dwelling Unit Size: 1,700 Sq. Ft.
Buffers: A 100-foot buffer shall be established along the rear property line of each lot. The proposed buffer areas are heavily wooded, consisting of a mix of deciduous and evergreen trees.

Setbacks:
Front: Fifty-Five (55) feet from centerline of road or Thirty (30) feet from property line, whichever is greater.
Side: Ten (10) feet
Rear: minimum of one hundred (100) feet
Architectural Standards: See attached photos.
Building materials: All facades shall be finished with a combination of brick, stone, stucco, or fiber cement type siding. The front facades shall incorporate changes in these building materials with different textures and/or color. Vinyl siding shall be prohibited.

Garage: Each home shall have a two-car garage.
Water Availability: City of Gainesville
Wastewater Disposal: Individual septic systems.
Homeowners Association: A mandatory Homeowners' Association (HOA) shall be established for all homeowners.

Mail delivery: The developer shall coordinate the logistics of regular mail delivery with the United States Postal Service.

Potential impacts of agricultural operations:
The following statement shall be made a part of any plat recorded for the property:
"Owners, occupants, and users of property shown on this plat are hereby. informed of the impacts associated with normal farming practices which. may take place on adjacent and nearby property including, but not limited. to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown. on this plat should be prepared to expect the effects of such practices."

## NARRATIVE <br> 4200 Cha Co Rd. <br> Gainesville, Georgia

Applicant requests that Hall County rezone the following described property to a zoning classification of R-I for a residential subdivision.

ALL THAT TRACT or parcel of land, situate and being in Land Lot 71, 10th Land District, Hall County Georgia and being more particularly described as being a portion of that certain property conveyed by Joe S. Hatfield to Carrie M. Hatfield dated March 9, 2016 as described in Deed Book 7695 Page 474 of the Hall County Deed Records and in plat book 39 page 10 of the Hall County plat records. Said property being further identified as Hall County Tax Parcel 10074000004 with a street address of 4200 Cha Co Rd., Gainesville Georgia containing 43.51 acres.

Current Zoning: AR III
Proposed Zoning: R-I
Current Use: Vacant
Adjacent Property Zoning: R-1-C, AR III,
Tax Parcel: 10074000004
Applicant: John Roberts
Property Owner: Estate of Carrie M. Hatfield
Total acres: 43.51
Number of Lots: 30
Minimum Lot area: 1 Acre ( $43,560 \mathrm{Sq}$. Ft.)
Proposed: Single Family Homes.
Minimum Dwelling Unit Size: 1,700 Sq. Ft.
Buffers: A 100 -foot buffer shall be established along the rear property line of each lot. The proposed buffer areas are heavily wooded, consisting of a mix of deciduous and evergreen trees.

## Setbacks:

Front: Thirty (30) feet from property line
Side: Ten (10) feet
Rear: One hundred (100) feet
Architectural Standards: See attached photos.
Building materials: All facades shall be finished with a combination of brick, stone, stucco, or fiber cement type siding. The front facades shall incorporate changes in these building materials with different textures and/or color. Vinyl siding shall be prohibited.

Garage: Each home shall have a two-car garage.

## Water Availability: City of Gainesville

Wastewater Disposal: Individual septic systems.
Homeowners Association: A mandatory Homeowners' Association (HOA) shall be established for all homeowners.

Mail delivery: The developer shall coordinate the logistics of regular mail delivery with the United States Postal Service.

Potential impacts of agricultural operations:
The following statement shall be made a part of any plat recorded for the property:
"Owners, occupants, and users of property shown on this plat are hereby. informed of the impacts associated with normal farming practices which. may take place on adjacent and nearby property including, but not limited. to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown. on this plat should be prepared to expect the effects of such practices."

## Cha Co Road Estates

## Description

Area Of Land: 43.51 Acre
Address: 4200 Cha. Co. Rd.,
Gainesville Ga. 30506 USA

## Plan Description

No of Lots: 32
Smallest Proposed Lot Size: 1.0 Acre Largest Proposed Lot Size: 3.40 Acres

All lots to be a minimum of 75 ' wide for the


Final lot layout subject to change based on engineering design.


Typical Lot

CALE IN
Drawn By
Waleed Akbar
WWW.Fiverr.Com/Waliid_Akbar
Description
Area Of Land: 43.51 Acre
Address: 4200 Cha. Co. Rd.,
Gainesville Ga. 30506 USA
Plan Description
No of Lots: 30
Average Lot Size: 1.51 Acre
Minimum Lot Size: 1.1 Acre

SMITH, GILLIAM, WILLIAMS \& MILES, PA
PO BOX 1098
GAINESVILLE, GEORGIA 30503


## STATE OF GEORGIA,

COUNTY OF HALL.
THIS INDENTURE made this
 day of $\qquad$ 2016, between THOMAS M. HENSLEY, JR. AS TRUSTEE OF THE JOE S. HATFIELD, JR. RESIDUARY TRUST, Party of the First Part, and CARRIE M. HATFIELD of Hall County, Georgia, Party of the Second Part.

WITNESSETH:
That said Party of the First Part by virtue of the power and authority granted to him as Trustee, having full power and authority to make the within conveyance;

NOW THEREFORE, for and in consideration of Ten Dollars and other good and valuable consideration, the Party of the first Part does hereby grant, assign and convey unto the Party of the Second Part, her heirs and assigns all the right, title and interest in the following described property, to-wit:

ALL THAT TRACT OR PARCEL OF LAND, SITUATED, LYING AND BEING IN LAND LOT 74, 10TH LAND DISTRICT, BARK CAMP MILITIA DISTRICT, HALL COUNTY, GEORGIA, ON THE SOUTH OR SOUTHEAST SIDE OF WHAT IS KNOWN AS THE COCHRAN ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pin located on the Southeast side of the right-of-way of Cochran Road at a point where Cochran Road intersects the original Land Lot Line between Land Lot 73 and Land Lot 74, dividing the Bark Camp Militia District from the Ford Militia District and dividing the property herein conveyed from property of Riley Allison; thence along the Southeast side of the right-ofway of Cochran Road $N 3^{\circ} 07^{\prime} \mathrm{W} 200$ feet to a point; thence along the Southeast side of the rightof -way of Cochran Road N $3^{\circ} 40^{\prime} \mathrm{W} 217$ feet to an iron pin at the property of Charlie G. Cochran; thence along the property line of Charlie G. Cochran S $80^{\circ} 42^{\prime}$ E 314.3 feet to an iron pin; thence along the property line of Charlie G. Cochran $N 6^{\circ} 04^{\prime}$ E 196.5 feet to an Iron pin on the Southeast side of the right-of-way of Cochran Road; thence along the Southeast side of the right-of-way of Cochran Road N $75^{\circ} 19^{\prime}$ E 482 feet to a point; thence along the Southeast side of the right-of-way of Cochran Road $\mathrm{N} 51^{\circ} 26^{\prime}$ E 230 feet to a point; thence along the Southeast side of the right-ofway of Cochran Road $N 35^{\circ} 30^{\prime}$ E 500 feet to a point; thence along the Southeast side of the right-

## BK 7695 PG 475

of -way of Cochran Road N $52^{\circ} 20^{\prime}$ E 500 feet to a point; thence along the Southeast side of the right-of-way of Cochran Road $N 23^{\circ} 26^{\prime} E 300$ feet to a point; thence along the Southeast side of the right-of-way of Cochran Road $N 57^{\circ} 45^{\prime}$ E 200 feet to an iron pin at the Northwest corner of property of Hugh Frederick; thence along the property line of Hugh Frederick $S 0^{\circ} 32^{\prime} \mathrm{E} 634.1$ feet to an iron pin; thence along the property line of Lawton Peck $S 1^{\circ} 25^{\prime} \mathrm{W} 933.5$ feet to an iron pin; thence along the Sowers property line $S 7^{\circ} 06^{\prime} \mathrm{E} 403.6$ feet to an iron pin at the corner common to Land Lot 73, Land Lot 74, Land Lot 81 and Land Lot 82; thence along the South boundary of Land Lot 74 and the District Line between Bark Camp Militia District and Ford Militia District $\mathrm{N} 88^{\circ} 40^{\circ} \mathrm{W}$ 1961.7 feet to the beginning iron pin corner on the Cochran Road; containing 45.27 acres.

The above property is the same property shown in a plat prepared by Farley-Collins \& Associates on December 14, 1967, and the description as shown by said plat is incorporated by reference herein. Said plat is recorded in Plat Book 39, page 10, Hall County Deed Records.

LESS AND EXCEPT 1.76 acres of land as shown in a deed from Joe S. Hatfield to Robert Ford PInson, Jr. and Victoria Joy Pinson as recorded in Deed Book 792, Page 201, Hall County, Georgia Deed Records. Reference to said deed is incorporated herein by reference for a more full and complete description of said property.

This is the same property as shown in a deed from Dr. C. A. Blount, Jr. to Joe S. Hatfield as recorded in Deed Book 362, Pages 508-509; and in the Executors Deed recorded in Deed Book 6557, pages 665-667, Hall County, Georgia Deed Records. Reference to said deeds and the record thereof are incorporated herein by reference for a more full and complete description of said property.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining to the only proper use, benefit and behoof of the said party of the second part, her heirs, successors and assigns forever, IN FEE SIMPLE.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered





Applicant: JOHN ROBERTS
Tax Parcel \#: 10074000004
Location: 4200 CHA CO ROAD, GAINESVILLE, GA 30506 Commission District 2 PC Mtg. Date: 10/16/23

| From: | Emily McGahee (Environmental Health) |
| :--- | :--- |
| Sent: | Monday, September 11, 2023 3:24 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 10.16.23 |

Please find Environmental Health comments below:

Item 1, 5463 River Chase Drive, Merced: Any proposed additions must meet all residential permitting requirements. Further determination will be made at time of application.

Item 2, 0 Candler Road, Dunagan: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: soil evaluation, and septic system installation may be required after review of business plan.

Item 3, 4057 Sargent Circle, Drees: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available for the number of bedrooms requested. Existing system evaluation and/or septic system modification may be required for system serving existing home on property. Level 3 Soil Evaluation will be required prior to application if existing septic system will not be used. Any abandoned well shall be properly closed as per Water Well Standards Act by a certified well driller.

Items 4A/B, 2477 Dawsonville Hwy, Burchardt: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

Item 5, 3052 Scenic Drive, Miller: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available for the number of bedrooms requested. Existing system evaluation and/or septic system modification may be required for system serving existing home on property. Level 3 Soil Evaluation will be required prior to application if existing septic system will not be used. Submittal of required items to Environmental Health does not guarantee approval.

Item 6, 4200 Cha Co Road, Roberts: All proposed lots must meet Hall County Board of Health Lot Size Resolution requirements. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process. All proposed plats must be submitted to the Hall County Plat Review Team for review and approval prior to submittal to Clerk of Courts for recordation.

Item 7, Code Amendment: No comment.

## 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)

| From: | Chavers, Veronica E [VChavers@dot.ga.gov](mailto:VChavers@dot.ga.gov) |
| :--- | :--- |
| Sent: | Monday, September 11, 2023 3:52 PM |
| To: | Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning) |
| Subject: | RE: Tentative Planning Agenda for October 16, 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 D1TOTOperations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533 .8488 office
678.200 .1250 cell

From: Anael Dominguez (CDI: Planning) [adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)
Sent: Friday, September 8, 2023 8:24 AM
Subject: Tentative Planning Agenda for October 16, 2023

Good morning -

Here is the Tentative Agenda and Maps for the Monday, October 16, 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, September $15^{\text {th }}$. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

## CALL TO ORDER

## AGENDA REVIEW

## APPROVAL OF MINUTES - October 2, 2023

## OLD BUSINESS

1. $\mathbf{5 4 6 3}$ River Chase Drive | Variance | from 17.240 .010 to reduce the front yard setback from 30 feet to 7 feet | on a $0.63 \pm$ acre tract, located on the east side of Thornton Ridge Drive, at its intersection with Riverchase Drive |

Zoned R-I (C), Tax Parcel 15043F000001 | Proposed Use: above ground swimming pool | Commission District 1 Juan Merced, applicant. No GDOT coordination required
2. 0 Candler Road | Rezone I from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) within the Gateway Corridors Overlay District (GCOD) on a $51.47 \pm$ acre tract located on the west side of Candler Road approximately 1840 feet from its intersection with Lee Land Road | Zoned AR-IV; Tax Parcel 15031A000001 | Proposed use: welding service |** Commission District 3 | Paden M. Dunagan, applicant. GDOT coordination required
3. 4057 Sargent Circle | Variance | from 17.240 .010 to reduce the front yard setback from 55 feet from centerline to 35 feet from centerline on a $0.85 \pm$ acre parcel located on the east side of Sargent Circle approximately 210 feet from its intersection with Cochran Road | Zoned R-I; Tax Parcel 10120000071 | Proposed Use: single-family residence ${ }^{*}$ Commission District 2 | Dennis Drees, Applicant. No GDOT coordination required

## NEW BUSINESS

4. (A) 2477 Dawsonville Highway | Variance | from 17.240 .0160 to reduce the road frontage requirement on a divided highway from 500 feet to 50 feet | on a $1.47 \pm$ acre tract located on the south side of Dawsonville Highway, across from its intersection with Vaughandale Circle \| Zoned AR-III; Tax Parcel 10085000096 (pt.) | Proposed Use 2-Iot subdivision | * Commission District $2 \mid$ Cole Burchardt, applicant.
(B) 2477 Dawsonville Highway | Variance | from 17.240 .0160 to reduce the road frontage requirement on a divided highway from 500 feet to 237 feet | on a $1.47 \pm$ acre tract located on the south side of Dawsonville Highway, across from its intersection with Vaughandale Circle | Zoned AR-III; Tax Parcel 10085000096 (pt.) ل Proposed Use 2-lot subdivision \| * Commission District 2 | Cole Burchardt, applicant. No GDOT coordination required
5. 3052 Scenic Drive | Variance | from 17.240 .010 to reduce the front yard setback from 55 feet from centerline of the road to 35 feet from centerline of road I on a $0.55 \pm$ acre parcel located on the southeast side of Scenic Drive, at its terminus | Zoned V-C; Tax Parcel 10139000086 | Proposed use: residential addition | * Commission District 3 | Jeff Miller, applicant. No GDOT coordination required
6. 4200 Cha Co Road | Rezone I from Agricultural Residential III (AR-III) to Residential I (R-I) | on a $43.50 \pm$ acre parcel located on the southeastern side of Cha Co Road, approximately 425 feet west of its intersection with Sardis Road | Zoned AR-III, Tax Parcel: 10074000004 | Proposed Use: 32-lot subdivision | ** Commission District 2 John Roberts, applicant. No GDOT coordination required
7. Public Hearing to Amend sections 17.420, Gateway Corridors Overlay District, Title 17 of the Official Code of Hall County, Georgia; to adopt Property Maintenance standards. ${ }^{* *}$ | Hall County Planning Staff, applicant. No GDOT coordination required

[^10](770) 531-6810 | www.hallcounty.org

HALL COUNTY


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 <br> community development and infrastructure PUBLIC WORKS AND UTILITIES 

MEMORANDUM

To: $\quad$ Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: 770.531.6800 | f: 770.531.3945
From: Bill Nash, Director of Public Works and Utilities
Date: $\quad$ September 15, 2023

Subject: October 16, 2023 - Hall County Planning Commission Agenda
Please be advised that our office has reviewed the Hall County Planning Commission agenda for the October 16, 2023 meeting. Upon review, we provide the following comments.

## OLD BUSINESS

1. 5463 River Chase Drive | Variance | from 17.240 .010 to reduce the front yard setback from 30 feet to 7 feet l on a $0.63 \pm$ acre tract, located on the east side of Thornton Ridge Drive, at its intersection with Riverchase Drive | Zoned R-I (C), Tax Parcel 15043F000001 | Proposed Use: above ground swimming pool |* Commission District 1 | Juan Merced, applicant.
a. Engineering: No Comment
b. Traffic: No Comment
c. Utilities: No Comment
2. 0 Candler Road | Rezone | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) within the Gateway Corridors Overlay District (GCOD) on a $51.47 \pm$ acre tract located on the west side of Candler Road approximately 1840 feet from its intersection with Lee Land Road | Zoned AR-IV; Tax Parcel 15031A000001 | Proposed use: welding service | ** Commission District $3 \mid$ Paden M. Dunagan, applicant.
a. Engineering: The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. Traffic: Proposed driveways ties into existing Candler Road (SR60) driveways, however, GDOT will need to approve expanded use of existing driveway.
c. Utilities: City of Gainesville sewer district.
3. 4057 Sargent Circle | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline to 35 feet from centerline on a $0.85 \pm$ acre parcel located on the east side of Sargent Circle approximately 210 feet from its intersection with Cochran Road I Zoned R-I; Tax Parcel 10120000071 | Proposed Use: single-family residence ${ }^{*}$ Commission District 2 | Dennis Drees, Applicant.
a. Engineering: No Comment
b. Traffic: No Comment
c. Utilities: City of Gainesville sewer district, no sewer connection available. Will need septic permit from environmental health.

## NEW BUSINESS

4. (A) 2477 Dawsonville Highway | Variance from 17.240.0160 to reduce the road frontage requirement on a divided highway from 500 feet to 50 feet | on a $1.47 \pm$ acre tract located on the south side of Dawsonville Highway, across from its intersection with Vaughandale Circle $\mid$ Zoned AR-III; Tax Parcel 10085000096 (pt.) | Proposed Use 2-lot subdivision | ${ }^{*}$ Commission District $2 \mid$ Cole Burchardt, applicant. (B) 2477 Dawsonville Highway | Variance | from 17.240 .0160 to reduce the road frontage requirement on a divided highway from 500 feet to 237 feet | on a 1.47 $\pm$ acre tract located on the south side of Dawsonville Highway, across from its intersection with Vaughandale Circle | Zoned AR-III; Tax Parcel 10085000096 (pt.) | Proposed Use 2lot subdivision | * Commission District $2 \mid$ Cole Burchardt, applicant.
a. Engineering: Further subdivisions of these lots will result in the necessity of a stormwater management plan if the total number of lots reaches more than 6 .
b. Traffic: Access to the lots will need to be via the existing access easement
c. Utilities: No sewer facilities within feasible distance. Will need septic permit from environmental health.
5. 3052 Scenic Drive | Variance | from 17.240.010 to reduce the front yard setback from 55 feet from centerline of the road to 35 feet from centerline of road | on a $0.55 \pm$ acre parcel located on the southeast side of Scenic Drive, at its terminus | Zoned V-C; Tax Parcel 10139000086 | Proposed use: residential addition | * Commission District 3 | Jeff Miller, applicant.
a. Engineering: No Comment
b. Traffic: No Comment
c. Utilities: No Comment
6. 4200 Cha Co Road | Rezone I from Agricultural Residential III (AR-III) to Residential I (R-I) | on a 43.50 $\pm$ acre parcel located on the southeastern side of Cha Co Road, approximately 425 feet west of its intersection with Sardis Road | Zoned AR-III, Tax Parcel: 10074000004 | Proposed Use: 32-lot subdivision |** Commission District 2 John Roberts, 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 Internal roads are recommended
b. Traffic: recommend internal roadways to reduce the number of driveways.
c. Utilities: no sewer connection within feasible distance. Septic permit will be required from environmental health.
7. Public Hearing to Amend sections 17.420, Gateway Corridors Overlay District, Title 17 of the Official Code of Hall County, Georgia; to adopt Property Maintenance standards. ** | Hall County Planning Staff, applicant.
a. Engineering: No Comment
b. Traffic: No Comment
c. Utilities: No Comment

| From: | John Hornick (Fire Services) |
| :--- | :--- |
| Sent: | Friday, September 15, 2023 1:51 PM |
| To: | Anael Dominguez (CDI: Planning) |
| Cc: | Randi Doveton (CDI: Planning) |
| Subject: | Fire Comments |

Monday, October 16, 2023 Hall County Planning Commission Meeting.

4200 Cha Co Road | Rezone | from Agricultural Residential III (AR-III) to Residential I (R-I) | on a 43.50土 acre parcel located on the southeastern side of Cha Co Road, approximately 425 feet west of its intersection with Sardis Road | Zoned AR-III, Tax Parcel: 10074000004 | Proposed Use: 32-lot subdivision ${ }^{* *}$ Commission District 2 | John Roberts, applicant.

Hall County Fire Marshal Comment: Currently Cha-Co road does not have water or fire hydrants, fire code requires a water distribution line with fire hydrants to be installed for the 32 lot subdivision. Once approved engineered site development plans will be required for review and approval showing a utility page with water distribution lines and fire hydrants.

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





## AGENDA ITEM

Public Hearing to amend Hall County's Zoning Map as follows:

## REPORT TO: <br> REPORT TO: <br> ITEM NO: <br> SUBJECT: <br> Work Session (01/08/24) <br> Voting Meeting (01/11/24) <br> 713/2023 <br> 3210 Joe Parker Road | Amend Conditions \| of a Planned Commercial Development (PCD) on a $20.19 \pm$ acre parcel located on the west side of Joe Parker Road, approximately 1,150 feet north of its intersection with Gillsville Highway | Zoned PCD; Tax Parcel 15023000055 | Proposed use: event facility | Commission District 3 | El Alamo Properties, LLC, applicant.

## Meetings:

Work Session Date: $\quad 01 / 08 / 24 \quad$ Voting Meeting Date: $01 / 11 / 24$

## Executive Summary:

Presenter:
RD
Recommendation:

Approval, with conditions:

1. All previous conditions of zoning included herein shall apply, with the exception of those modified for the current application:
a. The catering kitchen shall not be used as a restaurant and shall not be open to the public.
b. The development is limited to a maximum of 7,200 square feet for the main facility.
c. The special events facility shall be equipped with soundproof walls and ceilings as designed by a professional engineer, and submitted to the county for review prior to the issuance of a permit. No noise shall carry beyond the property boundaries.
d. The property shall comply with all Gateway Corridor Overlay District requirements with the following exceptions.
i. The gazebo may be less than 1,000 square feet in size.
e. Final driveway design and placement are subject to approval by the Hall County Engineering Department.
f. The applicant is required to submit a traffic impact study before the issuance of any permits. Any access or adjacent intersection improvements required by the traffic impact study or required by Hall County Engineering Department, or the Georgia Department of Transportation are the financial responsibility of the applicant/developer.
g. Parking requirement shall meet the requirements for "places of public assembly": 1 space per each three seats of maximum seating capacity (i.e. 750 max capacity $=250$ parking spaces).
h. All conditions of zoning shall be made a part of any plat created for the property.
2. The development of the site shall occur as generally depicted and described in the site plan approved for Land Disturbance Permit by Hall County on April 13, 2023 and as described in the project narrative dated October 6, 2023, modified for conditions listed herein.
3. The architectural style of the event venue shall be consistent with the narrative and supplemental architectural examples as submitted as part of the application.
4. The facility shall be permitted to install one (1) identification sign near the vehicular entrance, provided that it meets the sign standards of 17.270.070.
5. The applicant shall install a 6 foot high opaque fence beginning at the front corners of the property and extending 450 feet along both side property lines. A 25 foot planted buffer shall be installed in accordance with 17.260 .020 in addition to the fence.
6. Outdoor activities within the primary event structure and the future pavilions shall not involve the outside amplification of voice, music and/or instruments except during a wedding ceremony.
7. All events shall be provided with adequate personnel to assist with parking, emergency and other potential impacts of each event.
8. No athletic events will be allowed.
9. 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 11:00 p.m on Friday and Saturday. 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.
10. All lighting shall be non-spill.

## Purpose of Request:

## History:

3210 Joe Parker Road | Amend Conditions | of a Planned Commercial Development (PCD) on a $20.19 \pm$ acre parcel located on the west side of Joe Parker Road, approximately 1,150 feet north of its intersection with Gillsville Highway | Zoned PCD; Tax Parcel 15023000055 | Proposed use: event facility | Commission District 3 | El Alamo Properties, LLC, applicant.

## Options:

Are funds within current budget?
No

## Source of Funds

Does the action involve a Resolution, Ordinance, Contract, No Agreement, etc.?
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 |  |  |  |
| AO |  |  |  |

## Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Renderings
Deed
Traffic Impact Study
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Public Comment
Notice Sign Photo


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: 770.531.6809 | f: 770.531.3902

DIRECTOR
Srikanth Yamala

# Hall County Government COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT 

To:<br>From:<br>Date:<br>Subject:

The request before you is the request of El Alamo Properties, LLC to Amend Conditions of Planned Commercial Development (PCD) to allow an event facility. This item is located within Commission District 3.

At their December 4, 2023 meeting, the Hall County Planning Commission voted to recommend approval with ten (10) conditions (5-0).

There was one (1) comment submitted in advance of the Planning Commission meeting and two (2) people spoke during the public hearing.

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

## Planning Commission Conditions:

1. All previous conditions of zoning included herein shall apply, with the exception of those modified for the current application:
a. The catering kitchen shall not be used as a restaurant and shall not be open to the public.
b. The development is limited to a maximum of $\underline{7,200}$ square feet for the main facility.
c. The special events facility shall be equipped with soundproof walls and ceilings as designed by a professional engineer, and submitted to the county for review prior to the issuance of a permit. No noise shall carry beyond the property boundaries.
d. The property shall comply with all Gateway Corridor Overlay District requirements with the following exceptions.
i. The gazebo may be less than 1,000 square feet in size.
e. Final driveway design and placement are subject to approval by the Hall County Engineering Department.
f. The applicant is required to submit a traffic impact study before the issuance of any permits. Any access or adjacent intersection improvements required by the traffic impact study or required by Hall County Engineering Department, or the Georgia Department of Transportation are the financial responsibility of the applicant/developer.
g. Parking requirement shall met the requirements for "places of public assembly": 1 space per each three seats of maximum seating capacity (i.e. 750 max capacity $=250$ parking spaces).
h. All conditions of zoning shall be made a part of any plat created for the property.
2. The development of the site shall occur as generally depicted and described in the site plan approved for Land Disturbance Permit by Hall County on April 13, 2023 and as described in the project narrative dated October 6, 2023, modified for conditions listed herein.
3. The architectural style of the event venue shall be consistent with the narrative and supplemental architectural examples as submitted as part of the application.
4. The facility shall be permitted to install one (1) identification sign near the vehicular entrance, provided that it meets the sign standards of 17.270.070.
5. The applicant shall install a 6 foot high opaque fence beginning at the front corners of the property and extending 450 feet along both side property lines. A 25 foot planted buffer shall be installed in accordance with 17.260 .020 in addition to the fence.
6. Outdoor activities within the primary event structure and the future pavilions shall not involve the outside amplification of voice, music and/or instruments except during a wedding ceremony.
7. All events shall be provided with adequate personnel to assist with parking, emergency and other potential impacts of each event.
8. No athletic events will be allowed.
9. 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 11:00 p.m. on Friday and Saturday. 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.
10. All lighting shall be non-spill.

## HALL COUNTY PLANNING COMMISSION RECOEMMENDATION REPORT



1. All previous conditions of zoning included herein shall apply, with the exception of those modified for the current application:
a. The catering kitchen shall not be used as a restaurant and shall not be open to the public.
b. The development is limited to a maximum of 7,200 square feet for the main facility.
c. The special events facility shall be equipped with soundproof walls and ceilings as designed by a professional engineer, and submitted to the county for review prior to the issuance of a permit. No noise shall carry beyond the property boundaries.
d. The property shall comply with all Gateway Corridor Overlay District requirements with the following exceptions.
i. The gazebo may be less than 1,000 square feet in size.
e. Final driveway design and placement are subject to approval by the Hall County Engineering Department.
f. The applicant is required to submit a traffic impact study before the issuance of any permits. Any access or adjacent intersection improvements required by the traffic impact study or required by Hall County Engineering Department, or the Georgia Department of Transportation are the financial responsibility of the applicant/developer.
g. Parking requirement shall met the requirements for "places of public assembly": 1 space per each three seats of maximum seating capacity (i.e. 750 max capacity $=250$ parking spaces).
h. All conditions of zoning shall be made a part of any plat created for the property.
2. The development of the site shall occur as generally depicted and described in the site plan approved for Land Disturbance Permit by Hall County on April 13, 2023 and as described in the project narrative dated October 6, 2023, modified for conditions listed herein.
3. The architectural style of the event venue shall be consistent with the narrative and supplemental architectural examples as submitted as part of the application.
4. The facility shall be permitted to install one (1) identification sign near the vehicular entrance, provided that it meets the sign standards of 17.270.070.
5. The applicant shall install a 6 foot high opaque fence beginning at the front corners of the property and extending 450 feet along both side property lines. A 25 foot planted buffer shall be installed in accordance with 17.260 .020 in addition to the fence.
6. Outdoor activities within the primary event structure and the future pavilions shall not involve the outside amplification of voice, music and/or instruments except during a wedding ceremony.
7. All events shall be provided with adequate personnel to assist with parking, emergency and other potential impacts of each event.
8. No athletic events will be allowed.
9. 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 11:00 p.m. on Friday and Saturday. 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.
10. All lighting shall be non-spill.

## Public Forum:

Joey Wilcoxon, 3232 Joe Parker Road, Gainesville, presented the request. Concerns were traffic, noise, and hours of operation.

Cassandra Zavodny, 3235 Joe Parker Road, Gainesville, presented the request. Concerns were commercial use.

## Summary Analysis

The applicant is requesting to amend conditions of a Planned Commercial Development (PCD, 17.180.080) to construct an event facility on a $20.19 \pm$ acre parcel. The conditions assigned to this property originate from the rezoning from Residential-I-Low Density (R-I-L, 17.70) on November 13, 2008. The applicant plans to construct three buildings in two phases to accommodate a maximum of 575 guests. These structures will include a special events facility (Phase One) and two covered pavilions (Phase Two), constructed in a barn style architecture, to host events no longer than 12 hours. The applicant has submitted a narrative, site plans,
and other supporting documentation detailing their proposal and its impact on the local community and Hall County.

Specifically, the applicant is proposing an amendment to the conditions that would allow buildings of barn style architecture rather than Mediterranean-style, as well as to install a 4-foot split rail fence along the perimeter of the property rather than a 6-foot masonry fence. The zoning conditions and the proposed amendments are detailed in the table below:

| 2008 Condition | Previous Proposal | New Proposal | Notes |
| :---: | :---: | :---: | :---: |
| - The development of the site shall occur as generally depicted and described in the concept and landscape plans, architectural exhibits... | - Spanish Colonial Revival architecture | - Barn Style architecture | - The proposed structures will consist of metal roofing and siding. <br> - The building will feature a water table 2 feet in height on all four sides. |
| - ...The applicant shall install a 25 ft . buffer around the entire perimeter of the property as approved by the Planning staff plus a 6-foot high masonry fence shall be installed from the front property line back 600 ft . on both sides of the property to fully screen the development... | -6-foot privacy fence, unspecified material | - 4-foot-high wooden split rail fencing. <br> - Fencing will extend for 300 feet along the side property lines from the front. | - The proposed fence will be interrupted by brick columns in 40foot intervals. <br> - The fence materials will come from trees downed on the property. |
| Note: the previous proposal included the construction of soccer fields, which has been removed from the new proposal. |  |  |  |

As referenced earlier, the current Planned Commercial Development (PCD, 17.180.080) was approved by the Hall County Commission on November 13, 2008, subject to the following conditions:

1. The development of the site shall occur as generally depicted and described in the concept and landscape plans, architectural exhibits, and project narrative, modified as necessary for compliance with development standards in force at the time of site plan approval.
2. The catering kitchen shall not be used as a restaurant and shall not be open to the public.
3. The development is limited to a maximum of 12,500 square feet for the main facility.
4. The special events facility shall be equipped with soundproof walls and ceilings.
5. The property shall comply with all Gateway Corridor Overlay District requirements with the following exceptions.
a. The gazebo may be less than 1,000 square feet in size.
b. The applicant shall install a 25 ft . buffer around the entire perimeter of the property as approved by the Planning staff plus a 6-foot high masonry fence shall be installed from the front property line back 600 ft . on both sides of the property to fully screen the development and parking area from the abutting residential uses.
6. Final driveway design and placement are subject to approval by the Hall County Engineering Department.
7. The applicant is required to submit a traffic impact study before the issuance of any permits. Any access or adjacent intersection improvements required by the traffic impact study or required by Hall County Engineering Department or the Georgia Department of Transportation are the financial responsibility of the applicant/developer.
8. Parking requirement shall met the requirements for "places of public assembly": 1 space per each tree sears of maximum seating capacity (i.e. 750 max capacity $=250$ parking spaces).
9. All conditions of zoning shall be made a part of any plat created for the property.

Based on the future land use plan, staff finds the requested zoning designation is consistent with the Hall County Comprehensive Plan. The Comprehensive Plan's future land use designation for the subject parcel is "Rural Residential". The intent of this land use category is to preserve the established residential/rural character and create a transition between Rural Areas and development in Residential Areas. Civic benefit uses such as places of worship, schools, community centers, parks, county services are listed as primary future land uses in this area.

## Zoning Analysis

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

1. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; The proposed amendment to the existing conditions of a Planned Commercial Development is not requesting a change in use, but rather a change in architectural style, fence height and style, and fence location.
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 amendment to the conditions will adversely affect adjacent properties.
3. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned; The subject property appears to have reasonable economic use as currently zoned.
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; No, the proposed use should not cause an excessive or burdensome use of existing streets, transportation facilities, or utilities. A traffic study was conducted for the development, finding that the proposal will have minimal impact on traffic operations.
5. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; The proposed use of an event facility is consistent with the Comprehensive Plan's future land use classification of Rural Residential. Civic benefit uses are envisioned within this land use district.
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 original rezoning plan for this location was approved in 2008, for the purpose of constructing a special events facility with outdoor recreation area.
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; There are no known changing conditions affecting the use or development of the property.
11. Whether the change would create an isolated district unrelated to the surrounding districts; The current request is a conditional use request and there are no proposed changes to the underlying zoning of Planned Commercial Development (PCD, 17.180.080). The requested change would allow for the construction of barn style architecture to align the aesthetics of the development to the surrounding area and a modification to the fencing height, style, and location.
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 requested use does not appear to be out of scale with the needs of the county as a whole. However, it may out of scale with the immediate neighborhood.
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; The use associated with the condition amendment is appropriate for the subject site, as it is a Planned Commercial Development (PCD, 17.180.080).
15. Whether the need for rezoning could be handled instead by a variance request to the zoning board of adjustment; No, the request could not be handled instead by a variance.
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; There are no significant changes proposed to the site. Further, any land disturbance activities on the property shall be required to go through the land development permitting process, and as a result are subject to local, state, and federal regulations. As a result there should not be an ecological or pollution impact resulting from any modification to the land if the request is granted.
17. Whether there is reasonable evidence based upon existing and anticipated land use that would indicate a mistake was made in the original zoning of the property; There is no indication that a mistake was made in the original zoning.

### 17.180.080(B) - Required plans for Planned Commercial Development applications:

All of the general and special requirements for planned developments shall be provided. The following special items shall also be addressed:

1. The site plan shall indicate the proposed size, location and number of stories of each commercial structure. The applicant has submitted site and construction plans with the proposed sizes, locations and numbers of stories for the event facility and pavilions.
2. The entrances, exits and number and location of all parking spaces shall be shown in detail, together with all loading and no parking zones. The submitted plans show the location of most parking spaces, but the locations of the remaining 70 parking spaces for the two pavilions described in the narrative, as well as loading zones, are not included.
3. The proposed methods and location of all buffers shall be described. The applicant will install a 25foot buffer around the entire perimeter of the development, with a 4-foot wooden fence. The vegetation within the buffer has not been specified, but the applicant states that the rear and sides of the property will remain heavily forested.
4. The proposed exterior lighting shall be shown. This criterion is not applicable to the current request.
5. All proposed signs, advertising or identification graphics shall be indicated, showing their number, size, height and location. The applicant has proposed a single, freestanding sign with specific dimensions. The sign will be placed near the vehicular access point, but its exact location is not specified.
6. The type and number of uses proposed for the commercial development shall be indicated. This criteria is not applicable to the current request. Modifications to the type and number of uses of the commercial development have not been requested in this application.
7. The development controls for the district shall be stated (lot coverage, setbacks, building heights, lot sizes, etc.). If standards are not specifically proposed, then the applicable standards in the suburban shopping district (S-S) shall apply. Modifications to the development controls have not been requested in this application.
8. If residential uses are proposed in conjunction with the planned commercial development, then the applicable requirements of the planned residential development shall be provided. There are no residential uses proposed in conjunction with this request.

### 17.350.040. - Submission requirements

An application shall be submitted to the Planning Department at least 30 working days prior to the date of the Planning Commission meeting meeting at which the application is to be considered. The completed application shall be accompanied by payment of such fee prescribed in chapter 17.30 hereof to cover administrative and advertising costs. The following items of information shall be supplied by the applicant as set forth in chapter 17.350. The applicant submitted to the Planning Department more than $\mathbf{3 0}$ days prior to the meeting date and has paid the application fee.

### 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. The 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]. The proposal does provide a narrative outlining the intent of condition amendments; 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. The applicant has submitted a scaled site plan and construction plans, however, the information provided about adjacent parcels is limited.
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 to the applicant's request.
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 standard is not applicable to the applicant's request.

## Development Support and Constraints

## Hall County Environmental Health

In an email dated October 30, 2023, Emily McGahee stated "Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Please be advised that revised civil plans will be required (including revised septic system design) to accommodate the additional flows ( 575 people). A Food Service permit plan review may be required after review of business plan."

## Hall County Fire Marshal

In an email dated October 31, 2023, from John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, "Any amendments, revisions or changes to the approved site development plan / LDP will require a new development review."

## Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated November 2, 2023, Director Bill Nash stated the following:

## 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 wrested vegetation not centerline of stream.

## Traffic:

No comment.

## Utilities:

Gainesville/ Hall sewer district- no sewer connection within feasible distance. Septic system requires permit from Environmental Health.

## Georgia Department of Transportation

In an email dated November 6, 2023, Veronica Chavers, D1TO Civil Engineer III, stated that GDOT coordination would not be required for this request.

## $>$ Excerpts from the minutes of the December 4, 2023 meeting

## Applicant's Presentation:

Katie Greenway, Principal Planner, presented a summary of the request.

Lorena Almaguer, 3415 Spartan Court, Gainesville, presented the request.

Francisco Ballesteros, 4943 Weaver Road, Gainesville, presented the request.

## Public Forum:

Joey Wilcoxon, 3232 Joe Parker Road, Gainesville, presented the request. Concerns were traffic, noise, and hours of operation.

Cassandra Zavodny, 3235 Joe Parker Road, Gainesville, presented the request. Concerns were commercial use.

## Planning Commission Comments:

Mr. Braswell requested clarification about the size of the building decreasing from 12,500 sq. ft. to 7,200 sq. ft . The applicant stated that was correct. Mr. Braswell stated that the board received Mr. John Barbieri's public comment via online submission. Mr. Hunt stated that having a 6 ft . fence in place would to help protect the neighboring property owners. Mr. Hunt recommended installing a 6 foot opaque fence with a 25 foot planted buffer.

## Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Mr. Varner. Vote: 50

## Conditions:

1. All previous conditions of zoning included herein shall apply, with the exception of those modified for the current application:
a. The catering kitchen shall not be used as a restaurant and shall not be open to the public.
b. The development is limited to a maximum of $\underline{7,200}$ square feet for the main facility.
c. The special events facility shall be equipped with soundproof walls and ceilings as designed by a professional engineer, and submitted to the county for review prior to the issuance of a permit. No noise shall carry beyond the property boundaries.
d. The property shall comply with all Gateway Corridor Overlay District requirements with the following exceptions.
i. The gazebo may be less than 1,000 square feet in size.
e. Final driveway design and placement are subject to approval by the Hall County Engineering Department.
f. The applicant is required to submit a traffic impact study before the issuance of any permits.Ě Any access or adjacent intersection improvements required by the traffic impact study orĚ required by Hall County Engineering Department, or the Georgia Department ofĔ Transportation are the financial responsibility of the applicant/developer.
g. Parking requirement shall met the requirements for "places of public assembly": 1 space perĚ each three seats of maximum seating capacity (i.e. 750 max capacity $=250$ parking spaces).
h. All conditions of zoning shall be made a part of any plat created for the property.
2. The development of the site shall occur as generally depicted and described in the site plan approved for Land Disturbance Permit by Hall County on April 13, 2023 and as described in the project narrative dated October 6, 2023, modified for conditions listed herein.
3. The architectural style of the event venue shall be consistent with the narrative and supplemental architectural examples as submitted as part of the application.
4. The facility shall be permitted to install one (1) identification sign near the vehicular entrance, provided that it meets the sign standards of 17.270.070.
5. The applicant shall install a 6 foot high opaque fence beginning at the front corners of the property and extending 450 feet along both side property lines. A 25 foot planted buffer shall be installed in accordance with 17.260 .020 in addition to the fence.
6. Outdoor activities within the primary event structure and the future pavilions shall not involve the outside amplification of voice, music and/or instruments except during a wedding ceremony.
7. All events shall be provided with adequate personnel to assist with parking, emergency and other potential impacts of each event.
8. No athletic events will be allowed.
9. 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 11:00 p.m. on Friday and Saturday. 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.
10. All lighting shall be non-spill.

## CONDITIONAL USE APPLICATION

Applicant (Name \& Mailing Address)
El alamo properties, ll
3210 Joe parker road
Gainesville, Ga 30507
Phone

## 6789364498

Email Addresslogimaguermar@gmail.com Proposed Use EVENT FACILITY

## Contact Person (Name \& Mailing Address)

LORENA ALMAGVER

Email Address loaimaguermar@gmailocom
Tax Parcel Number $\qquad$ 3210 Joe Parker Road Location Address $\square$
Property Owner (Name \& Mailing Address)
Leticia Camacho 4943 Weaver Road
Gainesville, Ga 30503
Phone 4043922688 Email Address camalet $31 @$ grail. com
Phone $\qquad$ 6789364498

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


Date: 10-04-2023
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

$\qquad$ Date: $\qquad$

## Staff Use Only

Application Date:
Tentative Planning Commission Date: $\qquad$ Tentative County Commission Date:
$\qquad$
County Commission District: $\qquad$

## AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.


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 Owners)
Sittrinader
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










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## AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

| Name of owners) | ARMANDO BALLESTEROS |
| :--- | :--- |
| Address | 4943 WEAVER ROAD |
|  | GAIAESVILLE, GA 30507 |
|  | 4043915340 |



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)
Armando Buallesteros

Personally appeared before me

## Cristel Vivaldo Rivera

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


<br>






(16\%





## AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.


Phone Number

$$
678-522-6304
$$

Name of applicants) $\square$
El Alamo Propection
Address
$\qquad$ -
$\square$
3210 Jo Parker Round

Phone Number

$$
678-936-4498
$$

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 Owners)


Personally appeared before me
Joshua D. Dixon
who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.

Notary Public


JOSHUA D. DIXON NOTARY PUBLIC Hall County State of Georgia My Comm. Expires Apr. 18, 2025

## 







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## CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

> I have**.
$\qquad$ I have not

within the two years immediately preceding this date, made any contributions) 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 Officials):

Dollar Amount: $\qquad$
Applicant's/Owner's Signature:


Office: $\qquad$

Date of Contribution: $\qquad$
Date: 10-04-2023

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

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Name of Officials):
Dollar Amount:
Applicant's/Owner's Signature:

## Armando baicesteros

Office: $\qquad$
Date of Contribution: $\qquad$
Date: 16 -04-2023

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

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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 Officials):
Dollar Amount:
Applicant's/Owner's Signature:


Office: $\qquad$
Date of Contribution: $\qquad$
Date: $10 / 04 / 23$ $\qquad$
frannibu J: Bulusteros

## EL ALAMO PROPERTIES, LLC Special Events Venue 3210 Joe Parker Road Gainesville, GA 30507



OWNERS:
Leticia Camacho
Armando Ballesteros
Francisco Ballesteros

## Table of Contents

## Conditional Use Application

Statement of Purpose ___ 3
$\qquad$
$\qquad$
$\qquad$
Provisions for Water and Sewer $\qquad$6
Proposed Access to the Property ..... 7
Proposed Use of the Property ..... 7
Special Events Facility
Description ..... 8
Building Layout ..... 9
Arquitectural Example ..... 10
Proposed Operation and Policies ..... 11
Wet Detention Pond
Description ..... 12
Proposal Summary
Description ..... 13

## Statement of Purpose

We wish to construct a Special Events Facility and 2 Outdoor Pavilions on the subject property, which consists of $20(+/-)$ total acres. We would like to amend conditions approved on November 13, 2008.

Zoning conditions:

1. The development of the site shall occur as generally depicted and described in the concept landscape plan, architectural exhibits, and project narrative, modified as necessary for compliance with development standards in force at the time of site plan approval.

- We ask that this condition be amended to a barn type architecture - The building would be 2 feet of brick at the bottom with steel wall and roof sheeting.

5. The property shall comply with all Gateway Corridor Overlay District Requirements with the following exceptions:
b. The applicant shall install a 25 ft buffer around the entire perimeter of the property as approved by the planning staff plus a 6-foot high masonry fence shall be installed from the front property line back 600 ft . on both sides of the property to fully screen the development and parking are from the abutting residential uses.

- We ask that this condition be amended to 25 ft buffer around the entire perimeter of the property with a 4 ft . high split rail fencing with brick columns every 40 feet with this fencing we hope to use the lumber from the trees that have been cut to clear the land for the building and it would give a more natural look. We ask that this is installed in the front of the property and the left side of the property and line back 300 ft on the left side of the property. On the right side we would ask to place the fence next to the parking on the right and line back 300 ft , to use as protection since the retention pond will be there on the right.

retention pond - split rail fence at the top of the hill with no columns.


Chain link shade screen fence currently placed in front of the property. To be moved once construction is complete.



## Identification of Property

The map below identifies the parcel involved in this request to amend zoning conditions.
Parcel (1) 3210 Joe Parker Road 15023000055
Parcel (1) is owned by: Leticia Camacho, Armando Ballesteros and Francisco Ballesteros


## Current Use:

The original rezoning request approved November 13, 2008 is for a Special Events Facility with Outdoor Recreation Area.

El Alamo Properties LLC, purchased this property in 2020.
The property currently has an approved Land Disturbance Permit that was approved on April 13, 2023 Job \#: G22173.JPR.

The boundary survey, topographical survey, level three soils analysis are completed.
A traffic Impact Study is completed.

## Noteworthy Modifications to previous Submittal:

- Main building will be $60^{\prime} \times 120^{\prime}$
- Building capacity will be 375
- Parking spaces will be located in front of the main building
- $224 \times 38$ outdoor pavilions with bathrooms and 35 parking spaces - capacity of 100 people
- No soccer fields

Original Plat:


## Provisions for Water and Sewer

Please see construction site plans.


## Proposed Access to the Property:

Access to the property would accomplished by a commercial driveway from Joe Parker Road.
Traffic Impact Study has been completed.

## Proposed Use:

The development is planned in two phases.
Phase one would be the Special Events Facility.
Phase two would be the 2 pavilions.

## Special Event Venue:

Phase One would involve The Special Event Facility would involve the front (+/-) 4 acres of the property and consist of The Special Event Facility building, outdoor courtyard, parking area and detention pond.

The seating Capacity of the Special Event Facility would be 375. The estimated capacity of the 2 outdoor pavilions would be 100 people per pavilion. This would equate to a total capacity for the development 575. 92 parking spaces would be located near the main building facility. The other 2 pavilions will have 35 parking spaces near each pavilion one female and one male bathroom. This will be completed in Phase two within 2 years of the opening of the special event facility.

This would satisfy the requirements for "places of public assembly" which are defined as 1 parking space per each 3 seats of maximum seating capacity.

The rear and sides of the property would remain undisturbed and heavily wooded.
A 25 ft buffer around the entire perimeter of the property with a 4 ft . high split rail fencing with brick columns every 40 feet - with this fencing we hope to use the lumber from the trees that have been cut to clear the land for the building and it would give a more natural look. We ask that this is installed in the front of the property and the left side of the property and line back 300 ft on the left side of the property. On the right side we would ask to place the fence next to the parking on the right and line back 300 ft . , to use as protection since the retention pond will be there on the right.

In accordance with (GCOD) , Section 17.420.050.F.1, there would be a single street lamp on the street. Additional illumination will be used in the parking area. Pack lights would be mounted on the buildings themselves. This would provide adequate lighting and would have minimal impact on surrounding properties.

Based on the guidelines contained in (GCOD), section 17.420.060, there would be a single, ground mounted monument sign situated at the street, a single marquee sign mounted at the main entrance of the Special Events Facility.

Pavilions: Please see approved constructions plans


## Special Events Facility Description:

We hope to incorporate a barn type architectural style. The design would be elegant while maintaining a residential character. We hope to amend the following conditions: previously the owners were going to incorporate a Spanish Colonial Revival architectural style. We are asking for this provision to be amended were we can have a barn type architectural style. The building would be 2 feet of brick at the bottom with metal siding and metal roof. All metal siding, roof, insulation has been bought. We made this purchased not knowing there was a provision of the Spanish colonial architectural for this property. This is why would we would like to amend. We think the barn type style is more adequate for the look of Joe Parker Road. Most of the homes in this road are mobile homes with vynil siding. This type of style will mix better and it would give it a more residential look and atmosphere.

For the Special Events Facility building, we propose the construction of a rectangular shaped building with a covered walkway. The proposed structure would house, the event venue, catering kitchen, small office and handicapped accessible restroom facility with sinks and commodes.

The maximum building facility would be 375 people.
The Special Events Facility building would have a total footprint of approximately $60 \times 120$ ( 7200 square feet). The main entrance would face the street.


We ask that the venue sign to be like the image above. It would be located where the driveway to the venue is. 15 ft from property line, 8 ft tall and 24 square $\mathrm{ft}(4 \mathrm{X} 6)$ with letter on both sides.

## Proposed Building Layout:



## Architectural Example:

Special Event Facility


Pavilions


## Proposed Operation and Policies:

El Alamo Properties LLC, will own and operate entire complex. The catering kitchen would be available for event use by the approved caterers and would not be used as a restaurant or be open to the general public.

We plan to adopt the same rules and regulations are in place at the Gainesville Civic Center. Our Goal is to be an overflow outlet and complement the above mention facility.

The main building and pavilions may be leased for events. The event licensee must enter into a license agreement, provide proof of insurance covering the event and may choose from vendors appearing on an approved catering list.

Event security will be contracted with the Hall County Sheriff's Department and will be mandatory for all events in the Special Event Facility, which is the main building.

Hours of operation and fees charged will be similar to those of the Gainesville Civic Center.
One event day shall not exceed a maximum of 12 hours, including move in and move out. Time used after contracted limits shall be billed at an hourly rate, plus applicable personnel fees.

Alcohol consumption will be permitted in accordance with all applicable laws, at this time; even licensees would be allowed to bring their own alcoholic beverages on the premises. However, there will be a specific time to start serving and stop serving the alcohol.

## Wet Detention Pond:

Please see approved construction plans.


## Proposal Summary:

Dear Commissioners:

El Alamo Properties LLC, is run by a local Hispanic family. Originally, from Mexico the Ballesteros/Camacho family have lived in Hall County for 21 years. There boys graduated from Johnson High School and both currently attend UNG in Oakwood. They attend St. John Paul II Catholic Mission in Gainesville.

An enormous need exists for large event venues within Hall County. El Alamo properties have purchased 20 acres in Hall County. The owners Leticia and Armando bring their 25 year experience of owning and directing a successful business. In the last 15 years they have ran a successful concrete business in various states in the southeast of the country currently growing further up north. The company's clients include O'reilly's, Dollar General and various other car washes and companies.

This proposed facility is designed to be a perfect location for large family gatherings, holiday parties, anniversaries, weddings and receptions. We have observed repeatedly how community centers, special events facilities and parks in Hall County have been beautifully integrated into residential and other zoned areas. It is clear and evident that there is no better place to this facility than in close proximity to where people live. I hope this proposed development will be no exception.

We hope to offer a relaxed, secure atmosphere in which people can enjoy each other's company and celebrate life's special events.

El Alamo Properties, LLC would own and operate the development.
El Alamo Properties, LLC will be the developer and General Contractor.
El Alamo Properties, LLC will maintain the facility after construction is complete and into the future.
We respectfully request that a staff recommendation for approval is made.
Thank you for your review and consideration.
Sincerely,

## Leticia Camacho

Leticia Camacho, Owner
El Alamo Properties, LLC
3210 Joe Parker Road
Gainesville, GA 30507













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## SOlLMAP <br> ROCHESTER AND ASSOC.

HALL COUNTY


SUITABILITY CODES



3210 JOE PARKER ROAD GAINESVILLE,GA




## JOE PARKER ROAD EVENT CENTER

HALL COUNTY, GEORGIA









REAR ELEVATION
$\frac{\text { REAR }}{\text { SCALE } 3 / 1 / 6^{\prime \prime}=11^{1}-0^{\prime \prime}}$








COUNTER DETAIL(ADA)
SCALE: $112^{1 " 1} 1-0^{1}$


ACCESSIBLE MOUNTING FIXTURE SCHEDULE
SCALE: $34^{1 " 1-1-10 " ~}$



TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

THIS CONVEYANCE is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

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


RUSSELL PETERSEN
Notary Public, Georgia
Hall County
My Commission Expires
March 11, 2022

File \#: 201427B
Russell C Petersen, LLC
P.O. Box 6499

Gainesville, GA 30504

# JOINT TENANCY WITH SURVIVORSHIP LIMITED WARRANTY DEED 

## STATE OF GEORGIA, COUNTY OF HALL

This Indenture made this 25th day of September, 2020 between DARRELL DEAN COLLINS, of the County of Forsyth, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and ARMANDO BALLESTEROS, LETICIA CAMACHO and FRANCISCO J. BALLESTEROS, as joint tenants with survivorship and not as tenants in common as parties of the second part, hereinafter called Grantees (the words "Grantor" and "Grantees" to include their respective heirs, successors and assigns where the context requires or permits).

W I TNESSETH that: Grantor, for and in consideration of the sum of TEN AND $00 / 100 ' S \mathbf{( \$ 1 0 . 0 0 )}$ Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipts whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN TADMORE DISTRICT (GMD 268) OF HALL COUNTY, GEORGIA, CONTAINING 20.04 ACRES, MORE OR LESS, AS SHOWN AND DELINEATED ON THE PLAT OF SURVEY ENTITLED "PROPERTY OF W.M. RANDALL GRIFFIN", PREPARED BY HENRY GRADY JARRARD, DATED JUNE 4, 1982, RECORDED IN PLAT BOOK 86, PAGE 210, HALL COUNTY, GEORGIA PLAT RECORDS. SAID PLAT IS INCORPORATED HEREIN BY REFERNCE FOR A MORE COMPLETE DESCRIPTION OF SAID PROPERTY.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for and during their joint lives, and upon the death of either of them, then to the survivor of them in FEE SIMPLE, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

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

Signed, sealed and delivered in the presence of:


Witness

$\qquad$


Notary Public

## JOINT TENANCY WITH SURVIVORSHIP LIMITED WARRANTY DEED

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AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

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

Signed sealed and delivered in the presence of:

(Seal)

> qUSSELLPETERSEN
> Notary Fublle, Geargia
> Mall Count.
> My Commission Expires March 11, 2022

# JOINT TENANCY WITH SURVIVORSHIP LIMITED WARRANTY DEED 

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# The Law Office of Russell C. Petersen, LLC 

303 Jesse Jewell Pkwy, SE, Ste 100 Gainesville, GA 30501

Phone (678) 862-0810

Mailing: P.O. Box 6499
Gainesville, GA 30504
Fax (678) 862-0821

September 29, 2020

Armando Ballesteros<br>Leticia Camacho<br>Francisco J. Ballesteros<br>4943 Weaver Road<br>Gainesville, GA 30507

Re: Purchase of property from Darrell Dean Collins

Enclosed please find your original Limited Warranty Deed which has been recorded on the above referenced closing. This deed should be placed with your other important documents.

If you have any questions, please do not hesitate to contact me.
Sincerely,

/nws
Enclosure

# Traffic Impact Study FOR Special Events Facility at 3210 Joe Parker Road 

Hall County, Georgia



Prepared for:
Rochester and Associates, LLC.
425 Oak Street
Gainesville, GA 30501

Prepared By:


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## Table of Contents

Item1.0 Introduction1
2.0 Existing Facilities / Conditions .....  3
2.1 Roadway Facilities .....  3
2.1.1 SR 323 (Gillsville Highway) .....  3
2.1.2 Harmony Church Road ..... 3
2.1.3 Joe Parker Road ..... 3
3.0 Study Methodology ..... 4
3.1 Unsignalized Intersections ..... 4
3.2 Signalized Intersections ..... 5
4.0 Existing 2023 Traffic Analysis ..... 6
4.1 Existing Traffic Volumes ..... 6
4.2 Existing Traffic Operations ..... 9
5.0 Proposed Development ..... 10
5.1 Trip Generation ..... 11
5.2 Trip Distribution ..... 11
6.0 Future 2025 Traffic Analysis ..... 14
6.1 Future "No-Build" Conditions ..... 14
6.1.1 Annual Traffic Growth ..... 14
6.2 Future "Build" Conditions ..... 14
6.3 Future "Build" Traffic Operations ..... 17
7.0 Conclusions and Recommendations ..... 19
7.1 Recommendations for Site Access Configuration ..... 19
Appendix

## List of Tables

Item ..... Page
Table 1 - Level-of-service Criteria for Unsignalized Intersections ..... 4
Table 2 - Level-of-service Criteria for Signalized Intersections ..... 5
Table 3 - Existing Intersection Operations ..... 9
Table 4 - Trip Generation ..... 11
Table 5 - Future Intersection Operations. ..... 17
LIST OF Figures
Item ..... Page
Figure 1 - Location Map ..... 2
Figure 2 - Existing Weekday Peak Hour Volumes ..... 7
Figure 3 - Existing Traffic Control and Lane Geometry ..... 8
Figure 4 - Site Plan ..... 12
Figure 5 - Trip Distribution and Site Generated Peak Hour Volumes ..... 13
Figure 6 - Future (No-Build) Peak Hour Volumes ..... 15
Figure 7 - Future (Build) Peak Hour Volumes ..... 16
Figure 8 - Future Traffic Control and Lane Geometry ..... 18

### 1.0 INTRODUCTION

The purpose of this study is to determine the traffic impact from the proposed special events facility development that will be located west of Joe Parker Road in Hall County, Georgia. The traffic analysis includes evaluation of the current operations and future conditions with the traffic generated by the development. The development will consist of a special events facility with a 7,200 square foot building and a 103 -vehicle space parking lot.


The development proposes one full access driveway on Joe Parker Road.

The AM and PM peak hours have been analyzed in this study. In addition to the site access point, this study includes the evaluation of traffic operations at the intersections of:

- SR 323 (Gillsville Highway) at Harmony Church Road
- SR 323 (Gillsville Highway) at Joe Parker Road

Recommendations to improve traffic operations have been identified as appropriate and are discussed in detail in the following sections of the report. The location of the development and the surrounding roadway network are shown in Figure 1.


### 2.0 EXISTING FACILITIES / CONDITIONS

### 2.1 Roadway Facilities

The following is a brief description of each of the roadway facilities located in proximity to the site:

### 2.1.1 SR 323 (Gillsville Highway)

SR 323 (Gillsville Highway) is an east-west, two-lane, undivided roadway with a posted speed limit of 40 mph in the vicinity of the site. Georgia Department of Transportation (GDOT) traffic counts (Station ID 139-0387) indicate that the daily traffic volume on SR 323 (Gillsville Highway) in 2021 was 12,300 vehicles per day West of Joe Parker Road. GDOT classifies SR 323 (Gillsville Highway) as a major collector roadway.

### 2.1.2 Harmony Church Road

Harmony Church Road is a north-south, two-lane, undivided roadway with a posted speed limit of 50 mph in the vicinity of the site.

### 2.1.3 Joe Parker Road

Joe Parker Road is a north-south, two-lane, undivided roadway with a posted speed limit of 25 mph in the vicinity of the site.

### 3.0 STUDY METHODOLOGY

In this study, the methodology used for evaluating traffic operations at each of the subject intersections is based on the criteria set forth in the Transportation Research Board's Highway Capacity Manual, 6th edition (HCM 6). Synchro software, which utilizes the HCM methodology, was used for the analysis. The following is a description of the methodology employed for the analysis of unsignalized and signalized intersections.

### 3.1 Unsignalized Intersections

For unsignalized intersections controlled by a stop sign on minor streets, the level-of-service (LOS) for motor vehicles with controlled movements is determined by the computed control delay according to the thresholds stated in Table 1 below. LOS is determined for each minor street movement (or shared movement), as well as major street left turns. LOS is not defined for the intersection as a whole or for major street approaches. The LOS of any controlled movement which experiences a volume to capacity ratio greater than 1 is designated as " $F$ " regardless of the control delay.

Control delay for unsignalized intersections includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. Several factors affect the control delay for unsignalized intersections, such as the availability and distribution of gaps in the conflicting traffic stream, critical gaps, and follow-up time for a vehicle in the queue.

Level-of-service is assigned a letter designation from "A" through " $F$ ". Level-of-service "A" indicates excellent operations with little delay to motorists, while level-of-service " $F$ " exists when there are insufficient gaps of acceptable size to allow vehicles on the side street to cross the main road without experiencing long delays.

| TABLE 1 - LEVEL-OF-SERVICE CRITERIA FOR UNSIGNALIZED INTERSECTIONS |  |  |
| :---: | :---: | :---: |
| Control Delay (sec/vehicle) | LOS by Volume-to-Capacity Ratio* |  |
|  | $\mathbf{v} / \mathrm{c} \leq 1.0$ | $\mathbf{v} / \mathrm{c}>\mathbf{1 . 0}$ |
| $\leq 10$ | A | F |
| $>10$ and $\leq 15$ | B | F |
| $>15$ and $\leq 25$ | C | F |
| $>25$ and $\leq 35$ | D | F |
| $>35$ and $\leq 50$ | E | F |
| $>50$ | F | F |

[^12]Source: Highway Capacity Manual, $6^{\text {th }}$ edition, Exhibit 20-2 LOS Criteria: Motorized Vehicle Mode

### 3.2 Signalized Intersections

According to HCM procedures, LOS can be calculated for the entire intersection, each intersection approach, and each lane group. HCM uses control delay alone to characterize LOS for the entire intersection or an approach. Control delay per vehicle is composed of initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. Both control delay and volume-to-capacity ratio are used to characterize LOS for a lane group. A volume-to-capacity ratio of 1.0 or more for a lane group indicates failure from capacity perspective. Therefore, such a lane group is assigned LOS F regardless of the amount of control delay.

Table 2 below summarizes the LOS criteria from HCM for motorized vehicles at signalized intersection.

| Control Delay (sec/vehicle) * | LOS for Lane Group by Volume-to-Capacity Ratio* |  |
| :---: | :---: | :---: |
|  | $\mathrm{v} / \mathrm{c} \leq 1.0$ | v/c> 1.0 |
| $\leq 10$ | A | F |
| $>10$ and $\leq 20$ | B | F |
| $>20$ and $\leq 35$ | C | F |
| $>35$ and $\leq 55$ | D | F |
| $>55$ and $\leq 80$ | E | F |
| > 80 | F | F |

*For approach-based and intersection wide assessments, LOS is defined solely by control delay
Source: Highway Capacity Manual, $6^{\text {th }}$ edition, Exhibit 19-8 LOS Criteria: Motorized Vehicle Mode

LOS A is typically assigned when the volume-to-capacity ( $\mathrm{v} / \mathrm{c}$ ) ratio is low and either progression is exceptionally favorable, or the cycle length is very short. LOS B is typically assigned when the v/c ratio is low and either progression is highly favorable, or the cycle length is short. However, more vehicles are stopped than with LOS A. LOS C is typically assigned when progression is favorable, or the cycle length is moderate. Individual cycle failures (one or more queued vehicles are not able to depart because of insufficient capacity during the cycle) may begin to appear at this level. Many vehicles still pass through the intersection without stopping, but the number of vehicles stopping is significant. LOS D is typically assigned when the $v / c$ ratio is high and either progression is ineffective, or the cycle length is long. There are many vehicle-stops and individual cycle failures are noticeable. LOS E is typically assigned when the $\mathrm{v} / \mathrm{c}$ ratio is high, progression is very poor, the cycle length is long, and individual cycle failures are frequent. LOS F is typically assigned when the v/c ratio is very high, progression is very poor, the cycle length is long, and most cycles fail to clear the queue.

### 4.0 EXISTING 2023 TRAFFIC ANALYSIS

### 4.1 Existing Traffic Volumes

Existing traffic counts were obtained at the following study intersections:

- SR 323 (Gillsville Highway) at Harmony Church Road
- SR 323 (Gillsville Highway) at Joe Parker Road

Turning movement counts were collected on Wednesday, March 08, 2023. All turning movement counts were recorded during the AM and PM peak hours between 7:00 am to 9:00 am and 4:00 pm to 6:00 pm, respectively. The four consecutive 15 -minute interval volumes that summed to produce the highest volume at the intersections were then determined. These volumes make up the peak hour traffic volumes for the intersections counted and are shown in Figure 2.

(AM) PM



### 4.2 Existing Traffic Operations

Existing 2023 traffic operations were analyzed at the study intersections in accordance with the HCM methodology. The results of the analyses are shown in Table 3.

| Intersection |  | Traffic Control | LOS (Delay) |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | AM Peak Hour | PM Peak Hour |
| 1 | SR 323 (Gillsville Highway) at Harmony Church <br> Road <br> -Eastbound Approach <br> -Westbound Approach <br> -Northbound Approach |  | Signalized | $\begin{gathered} \frac{C(25.0)}{A(8.8)} \\ A(9.4) \\ D(39.7) \\ \hline \end{gathered}$ | $\begin{gathered} \frac{B(15.7)}{A(7.2)} \\ A(7.0) \\ D(40.7) \end{gathered}$ |
| 2 | SR 323 (Gillsville Highway) at Joe Parker Road <br> -Eastbound Left <br> -Southbound Approach | Stop Controlled on SB Approach | $\begin{aligned} & \text { A (9.4) } \\ & \text { C (16.7) } \end{aligned}$ | $\begin{gathered} \text { A (8.3) } \\ \text { C (16.7) } \end{gathered}$ |

The results of existing traffic operations analysis indicate that intersection 1 (signalized) is operating at an overall level of service " C " or better during the traffic peak hours while the approaches at intersection 2 (unsignalized) are also operating at a level of service " C " or better during both the AM and PM peak hours.

### 5.0 PROPOSED DEVELOPMENT

The proposed special events facility development will consist of a 7,200 square foot building and a parking lot with 103 parking spaces for guests and staff.

The development proposes one full access driveway on Joe Parker Road.


A site plan is shown in Figure 4.

### 5.1 Trip Generation

The $11^{\text {th }}$ edition of the Institute of Transportation Engineers (ITE) Trip Generation report does not include a trip generation subcategory for special events facilities, as such developments may be used for a wide variety of purposes across different times of the day and different periods of the week/month/year. Therefore, the traffic volumes for the site-generated trips to and from this development were estimated based on its planned characteristics.

The event center will primarily be used for weddings, reunions, or other social activities that require meeting or gathering space. A 7,200 square foot building will be constructed to host these events and 103 parking spaces will be available for guests and staff to use. The facility is projected to receive approximately 250 people on average per week. It is estimated that 200 people will attend each event on average, with about 65 events being planned each year. This amounts to about 1-2 events being scheduled each week, with no single day having multiple events. A realistic scenario would involve a week where one event is scheduled for the evening on a weekday and another event occurring on Saturday or Sunday. The 7,200 SF building is being designed to accommodate up to 290 guests for weddings/parties that would be considered "peak events". If each vehicle arriving carries an average of 2 guests across the course of a peak event, this amounts to 145 entering guest vehicles, plus an additional 7 cars being driven by facility/staff. Adding the 152 exiting vehicles at the end of the event amounts to an estimated total of 304 (entering/exiting) trips for a peak event that was reserved for a single day. However, guests will be arriving and leaving at different times throughout each event, so not all traffic will arrive or leave within a single peak hour.

To estimate peak hour traffic, a scenario with 50 entering cars (roughly $1 / 3$ of all the entering traffic volume for the entire event) and 50 exiting cars is taken for the PM peak hour. No site-generated traffic was assigned to the AM peak hour, as the facility will generally not be used in the morning. Additionally, no analysis was conducted for Saturday peak hour traffic as weekend volumes are significantly lower due to the lack of school traffic and drivers commuting to work. Even after the addition of sitegenerated traffic in the future, the study area will still experience relatively low volumes compared to weekend PM peak hour traffic. The estimated total trip generation for the proposed development is shown in Table 4.

| TABLE 4 - TRIP GENERATION |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Land Use | Building Size | AM Peak Hour |  |  | PM Peak Hour |  |  | 24 Hour |
|  |  | Enter | Exit | Total | Enter | Exit | Total | Two-Way |
| Special Events Facility | 7,200 SF | 0 | 0 | 0 | 50 | 50 | 100 | 304 |

### 5.2 Trip Distribution

The trip distribution describes how traffic arrives and departs from the site. An overall trip distribution was developed for the site based on a review of the existing travel patterns in the area and the locations of major roadways and highways that will serve the development. The site-generated peak hour traffic volumes, shown in Table 4, were assigned to the study area intersections based on this distribution. The outer-leg distribution and AM and PM peak hour new traffic generated by the site are shown in Figure 5.



### 6.0 FUTURE 2025 TRAFFIC ANALYSIS

The future 2025 traffic operations are analyzed for the "Build" and "No-Build" conditions.

### 6.1 Future "No-Build" Conditions

The "No-Build" (or background) conditions provide an assessment of how traffic will operate in the study horizon year without the study site being developed as proposed, with projected increases in through traffic volumes due to normal annual growth. The Future "No-Build" volumes consist of the existing traffic volumes (Figure 2) plus increases for annual growth of through traffic.

### 6.1.1 Annual Traffic Growth

To evaluate future traffic operations in this area, a projection of normal traffic growth was applied to the existing volumes. The Georgia Department of Transportation recorded average daily traffic volumes at several locations in the vicinity of the site. Reviewing the growth over the last three years revealed growth of approximately $1 \%$ in the area. This growth factor was applied to the existing traffic volumes between collector and arterial roadways to estimate the future year traffic volumes prior to the addition of site-generated traffic. The resulting Future "No-Build" volumes on the roadway are shown in Figure 6.

### 6.2 Future "Build" Conditions

The "Build" or development conditions include the estimated background traffic from the "No-Build" conditions plus the added traffic from the proposed development. To evaluate future traffic operations in this area, the additional traffic volumes from the site (Figure 5) were added to base traffic volumes (Figure 6) to calculate the future traffic volumes after the construction of the development. These total future "Build" traffic volumes are shown in Figure 7.

(AM) PM



### 6.3 Future "Build" Traffic Operations

The future "No-Build" and "Build" traffic operations were analysed using the volumes in Figure 6 and Figure 7, respectively. The results of the future traffic operations analysis are shown below in Table 5. Recommendations on traffic control and lane geometry are shown in Figure 8.

| Intersection |  | LOS (Delay) |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | NO-BUILD |  | BUILD |  |
|  |  | AM Peak | PM Peak | AM Peak | PM Peak |
| 1 | SR 323 (Gillsville Highway) at Harmony <br> Church Road <br> -Eastbound Approach <br> -Westbound Approach <br> -Northbound Approach | $\begin{aligned} & \frac{C(25.6)}{A(9.4)} \\ & B(10.4) \\ & D(40.2) \end{aligned}$ | $\begin{gathered} \frac{B(15.7)}{A}(6.8) \\ A(7.2) \\ D(41.7) \end{gathered}$ | $\begin{aligned} & \frac{C(25.6)}{A(9.4)} \\ & B(10.4) \\ & D(40.2) \end{aligned}$ | $\begin{gathered} \frac{\mathrm{B}(15.9)}{\mathrm{A}(7.0)} \\ \mathrm{A}(7.4) \\ \mathrm{D}(41.9) \end{gathered}$ |
| 2 | SR 323 (Gillsville Highway) at Joe Parker <br> Road <br> -Eastbound Left <br> -Southbound Approach | $\begin{gathered} \text { A (9.4) } \\ \text { C (17.0) } \\ \hline \end{gathered}$ | $\begin{gathered} \text { A (8.3) } \\ C(17.0) \end{gathered}$ | $\begin{gathered} \text { A (9.4) } \\ \text { C (17.0) } \\ \hline \end{gathered}$ | $\begin{gathered} A(8.5) \\ C(18.3) \\ \hline \end{gathered}$ |
| 3 | Joe Parker Road at Site Driveway <br> -Northbound Left <br> -Eastbound Approach | - | - | $\begin{aligned} & \text { A (0.0) } \\ & \text { A }(0.0) \end{aligned}$ | $\begin{aligned} & \text { A (7.3) } \\ & \text { A }(8.6) \\ & \hline \end{aligned}$ |

The results of future traffic operations analysis indicate that the signalized intersection 1 (SR 323 at Harmony Church Road) will continue to operate at a level of service "C" or better during the traffic peak hours, while the approaches at the unsignalized intersections will operate at level of service "C" or better in both the AM and PM peak hours.

| Ex (300) | Existing Signed Approach | (300) Proposed Signed Approach |
| :---: | :---: | :---: |
|  | Existing Lane Geometry | * Proposed Lane Geometry |
| Ex | Existing Traffic Signal | \$8 Proposed Traffic Signal |



### 7.0 CONCLUSIONS AND RECOMMENDATIONS

Traffic impacts were evaluated for the proposed special events facility development that will be located west of Joe Parker Road in Hall County, Georgia. The development will consist of a special events facility with a 7,200 square foot building and a 103 -vehicle space parking lot.

The development proposes one full access driveway on Joe Parker Road.

Existing and future operations after completion of the project were analyzed at the intersections of:

- SR 323 (Gillsville Highway) at Harmony Church Road
- SR 323 (Gillsville Highway) at Joe Parker Road
- Joe Parker Road at Proposed Site Driveway

The analysis included the evaluation of Future operations for "No-Build" and "Build" conditions, both of which account for increases in annual growth of through traffic. The results of future traffic operations analysis indicate that the signalized intersection 1 (SR 323 at Harmony Church Road) will continue to operate at a level of service " C " or better during the traffic peak hours, while the approaches at the unsignalized intersections will operate at level of service "C" or better in both the AM and PM peak hours. Based on the analysis, the proposed development will have minimal impact on traffic operations in the study network.

### 7.1 Recommendations for Site Access Configuration

The following access configuration is recommended for the proposed site driveway intersection.

- Site Driveway: Full access driveway on Joe Parker Road
- One entering lane and one exiting lane
- Stop-sign controlled on the driveway approach with Joe Parker Road remaining free flow
- Provide adequate sight distance per AASHTO standards


## Appendix

Existing Intersection Traffic Counts
Linear Regression of Daily Traffic.
Existing Intersection Analysis.
Future "No-Build" Intersection Analysis
Future "Build" Intersection Analysis
Traffic Volume Worksheets

Existing Intersection Traffic Counts

## A \& R Engineering, Inc.

## 2160 Kingston Court Suite 'O' Marietta, GA 30067

TMC Data
Gillsville Hwy @ Harmony Church Rd 7-9 am | 4-6 pm

File Name : 20230052
Site Code : 20230052
Start Date : 3/8/2023
Page No : 1

Groups Printed- Cars, Buses \& Trucks

|  | Harmony Church Rd Northbound |  |  |  | Southbound |  |  |  | Gillsville Hwy Eastbound |  |  |  | Gillsville Hwy Westbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Int. Total |
| 07:00 AM | 75 | 0 | 15 | 90 | 0 | 0 | 0 | 0 | 0 | 21 | 28 | 49 | 8 | 25 | 0 | 33 | 172 |
| 07:15 AM | 110 | 0 | 17 | 127 | 0 | 0 | 0 | 0 | 0 | 32 | 13 | 45 | 10 | 34 | 0 | 44 | 216 |
| 07:30 AM | 115 | 0 | 17 | 132 | 0 | 0 | 0 | 0 | 0 | 49 | 16 | 65 | 8 | 49 | 0 | 57 | 254 |
| 07:45 AM | 78 | 0 | 28 | 106 | 0 | 0 | 0 | 0 | 0 | 42 | 24 | 66 | 13 | 52 | 0 | 65 | 237 |
| Total | 378 | 0 | 77 | 455 | 0 | 0 | 0 | 0 | 0 | 144 | 81 | 225 | 39 | 160 | 0 | 199 | 879 |
| 08:00 AM | 62 | 0 | 24 | 86 | 0 | 0 | 0 | 0 | 0 | 22 | 28 | 50 | 9 | 26 | 0 | 35 | 171 |
| 08:15 AM | 64 | 0 | 6 | 70 | 0 | 0 | 0 | 0 | 0 | 33 | 25 | 58 | 10 | 65 | 0 | 75 | 203 |
| 08:30 AM | 70 | 0 | 7 | 77 | 0 | 0 | 0 | 0 | 0 | 26 | 31 | 57 | 8 | 29 | 0 | 37 | 171 |
| 08:45 AM | 51 | 0 | 4 | 55 | 0 | 0 | 0 | 0 | 0 | 18 | 26 | 44 | 7 | 21 | 0 | 28 | 127 |
| Total | 247 | 0 | 41 | 288 | 0 | 0 | 0 | 0 | 0 | 99 | 110 | 209 | 34 | 141 | 0 | 175 | 672 |

*** BREAK ***

| 04:00 PM | 48 | 0 | 12 | 60 | 0 | 0 | 0 | 0 | 0 | 56 | 66 | 122 | 18 | 59 | 0 | 77 | 259 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 04:15 PM | 68 | 0 | 13 | 81 | 0 | 0 | 0 | 0 | 0 | 98 | 78 | 176 | 13 | 95 | 0 | 108 | 365 |
| 04:30 PM | 49 | 0 | 21 | 70 | 0 | 0 | 0 | 0 | 0 | 65 | 97 | 162 | 15 | 68 | 0 | 83 | 315 |
| 04:45 PM | 67 | 0 | 14 | 81 | 0 | 0 | 0 | 0 | 0 | 68 | 85 | 153 | 9 | 32 | 0 | 41 | 275 |
| Total | 232 | 0 | 60 | 292 | 0 | 0 | 0 | 0 | 0 | 287 | 326 | 613 | 55 | 254 | 0 | 309 | 1214 |
| 05:00 PM | 63 | 0 | 17 | 80 | 0 | 0 | 0 | 0 | 0 | 93 | 83 | 176 | 9 | 95 | 0 | 104 | 360 |
| 05:15 PM | 62 | 0 | 21 | 83 | 0 | 0 | 0 | 0 | 0 | 79 | 86 | 165 | 10 | 79 | 0 | 89 | 337 |
| 05:30 PM | 65 | 0 | 22 | 87 | 0 | 0 | 0 | 0 | 0 | 88 | 97 | 185 | 12 | 38 | 0 | 50 | 322 |
| 05:45 PM | 76 | 0 | 19 | 95 | 0 | 0 | 0 | 0 | 0 | 72 | 87 | 159 | 17 | 72 | 0 | 89 | 343 |
| Total | 266 | 0 | 79 | 345 | 0 | 0 | 0 | 0 | 0 | 332 | 353 | 685 | 48 | 284 | 0 | 332 | 1362 |
| Grand Total | 1123 | 0 | 257 | 1380 | 0 | 0 | 0 | 0 | 0 | 862 | 870 | 1732 | 176 | 839 | 0 | 1015 | 4127 |
| Apprch \% | 81.4 | 0 | 18.6 |  | 0 | 0 | 0 |  | 0 | 49.8 | 50.2 |  | 17.3 | 82.7 | 0 |  |  |
| Total \% | 27.2 | 0 | 6.2 | 33.4 | 0 | 0 | 0 | 0 | 0 | 20.9 | 21.1 | 42 | 4.3 | 20.3 | 0 | 24.6 |  |

## A \& R Engineering, Inc.

## 2160 Kingston Court Suite 'O' Marietta, GA 30067

TMC Data
Gillsville Hwy @ Harmony Church Rd 7-9 am | 4-6 pm

File Name : 20230052
Site Code : 20230052
Start Date : 3/8/2023
Page No : 2

|  | Harmony Church Rd Northbound |  |  |  | Southbound |  |  |  | Gillsville Hwy Eastbound |  |  |  | Gillsville Hwy Westbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Int. Total |

Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1
Peak Hour for Entire Intersection Begins at 07:00 AM

| 07:00 AM | 75 | 0 | 15 | 90 | 0 | 0 | 0 | 0 | 0 | 21 | 28 | 49 | 8 | 25 | 0 | 33 | 172 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 07:15 AM | 110 | 0 | 17 | 127 | 0 | 0 | 0 | 0 | 0 | 32 | 13 | 45 | 10 | 34 | 0 | 44 | 216 |
| 07:30 AM | 115 | 0 | 17 | 132 | 0 | 0 | 0 | 0 | 0 | 49 | 16 | 65 | 8 | 49 | 0 | 57 | 254 |
| 07:45 AM | 78 | 0 | 28 | 106 | 0 | 0 | 0 | 0 | 0 | 42 | 24 | 66 | 13 | 52 | 0 | 65 | 237 |
| Total Volume | 378 | 0 | 77 | 455 | 0 | 0 | 0 | 0 | 0 | 144 | 81 | 225 | 39 | 160 | 0 | 199 | 879 |
| \% App. Total | 83.1 | 0 | 16.9 |  | 0 | 0 | 0 |  | 0 | 64 | 36 |  | 19.6 | 80.4 | 0 |  |  |
| PHF | . 822 | . 000 | . 688 | . 862 | . 000 | . 000 | . 000 | . 000 | . 000 | . 735 | . 723 | . 852 | . 750 | 769 | . 000 | . 765 | . 865 |



## A \& R Engineering, Inc.

## 2160 Kingston Court Suite 'O' <br> Marietta, GA 30067

TMC Data
Gillsville Hwy @ Harmony Church Rd 7-9 am | 4-6 pm

File Name : 20230052
Site Code : 20230052
Start Date : 3/8/2023
Page No : 3

|  | Harmony Church Rd Northbound |  |  |  | Southbound |  |  |  | Gillsville Hwy Eastbound |  |  |  | Gillsville Hwy Westbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Int. Total |
| Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Peak Hour for Entire Intersection Begins at 05:00 PM |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 05:00 PM | 63 | 0 | 17 | 80 | 0 | 0 | 0 | 0 | 0 | 93 | 83 | 176 | 9 | 95 | 0 | 104 | 360 |
| 05:15 PM | 62 | 0 | 21 | 83 | 0 | 0 | 0 | 0 | 0 | 79 | 86 | 165 | 10 | 79 | 0 | 89 | 337 |
| 05:30 PM | 65 | 0 | 22 | 87 | 0 | 0 | 0 | 0 | 0 | 88 | 97 | 185 | 12 | 38 | 0 | 50 | 322 |
| 05:45 PM | 76 | 0 | 19 | 95 | 0 | 0 | 0 | 0 | 0 | 72 | 87 | 159 | 17 | 72 | 0 | 89 | 343 |
| Total Volume | 266 | 0 | 79 | 345 | 0 | 0 | 0 | 0 | 0 | 332 | 353 | 685 | 48 | 284 | 0 | 332 | 1362 |
| \% App. Total | 77.1 | 0 | 22.9 |  | 0 | 0 | 0 |  | 0 | 48.5 | 51.5 |  | 14.5 | 85.5 | 0 |  |  |
| PHF | . 875 | . 000 | . 898 | . 908 | . 000 | . 000 | . 000 | . 000 | . 000 | . 892 | . 910 | . 926 | . 706 | . 747 | . 000 | . 798 | . 946 |



## A \& R Engineering, Inc.

## 2160 Kingston Court Suite 'O' Marietta, GA 30067

TMC DATA
Gillsville Hwy @ Joe Parker Rd
7-9 am | 4-6 pm

File Name : 20230051
Site Code : 20230051
Start Date : 3/8/2023
Page No : 1


## A \& R Engineering, Inc.

## 2160 Kingston Court Suite 'O' Marietta, GA 30067

TMC DATA
Gillsville Hwy @ Joe Parker Rd
7-9 am | 4-6 pm

File Name : 20230051
Site Code : 20230051
Start Date : 3/8/2023
Page No : 2

|  | Northbound |  |  |  | Joe Parker Rd Southbound |  |  |  | Gillsville Hwy Eastbound |  |  |  | Gillsville Hwy Westbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Int. Total |
| Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Peak Hour for Entire Intersection Begins at 07:00 AM |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 07:00 AM | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 2 | 1 | 50 | 0 | 51 | 0 | 180 | 0 | 180 | 233 |
| 07:15 AM | 0 | 0 | 0 | 0 | 1 | 0 | 3 | 4 | 1 | 48 | 0 | 49 | 0 | 205 | 3 | 208 | 261 |
| 07:30 AM | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 4 | 1 | 66 | 0 | 67 | 0 | 195 | 0 | 195 | 266 |
| 07:45 AM | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 66 | 0 | 67 | 0 | 128 | 0 | 128 | 195 |
| Total Volume | 0 | 0 | 0 | 0 | 4 | 0 | 6 | 10 | 4 | 230 | 0 | 234 | 0 | 708 | 3 | 711 | 955 |
| \% App. Total | 0 | 0 | 0 |  | 40 | 0 | 60 |  | 1.7 | 98.3 | 0 |  | 0 | 99.6 | 0.4 |  |  |
| PHF | . 000 | . 000 | . 000 | . 000 | . 500 | . 000 | . 500 | . 625 | 1.00 | . 871 | . 000 | . 873 | . 000 | . 863 | . 250 | . 855 | . 898 |



## A \& R Engineering, Inc.

## 2160 Kingston Court Suite 'O' Marietta, GA 30067

TMC DATA
Gillsville Hwy @ Joe Parker Rd
7-9 am | 4-6 pm

File Name : 20230051
Site Code : 20230051
Start Date : 3/8/2023
Page No : 3

|  | Northbound |  |  |  | Joe Parker Rd Southbound |  |  |  | Gillsville Hwy Eastbound |  |  |  | Gillsville Hwy Westbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Int. Total |
| Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Peak Hour for Entire Intersection Begins at 05:00 PM |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 05:00 PM | 0 | 0 | 0 | 0 | 2 | 0 | 3 | 5 | 1 | 176 | 0 | 177 | 0 | 109 | 2 | 111 | 293 |
| 05:15 PM | 0 | 0 | 0 | 0 | 3 | 0 | 3 | 6 | 6 | 163 | 0 | 169 | 0 | 111 | 1 | 112 | 287 |
| 05:30 PM | 0 | 0 | 0 | 0 | 3 | 0 | 1 | 4 | 2 | 182 | 0 | 184 | 0 | 102 | 1 | 103 | 291 |
| 05:45 PM | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 2 | 158 | 0 | 160 | 0 | 124 | 0 | 124 | 286 |
| Total Volume | 0 | 0 | 0 | 0 | 8 | 0 | 9 | 17 | 11 | 679 | 0 | 690 | 0 | 446 | 4 | 450 | 1157 |
| \% App. Total | 0 | 0 | 0 |  | 47.1 | 0 | 52.9 |  | 1.6 | 98.4 | 0 |  | 0 | 99.1 | 0.9 |  |  |
| PHF | . 000 | . 000 | . 000 | . 000 | . 667 | . 000 | . 750 | . 708 | . 458 | . 933 | . 000 | . 938 | . 000 | . 899 | . 500 | . 907 | . 987 |



## A \& R Engineering, Inc.

2160 Kingston Court Suite ' $\mathbf{O}^{\prime}$
Marietta, GA 30067
TMC Data
File Name : 20230050
Joe Parker Rd @ Proposed Site Driveway Location
7-9 am | 4-6 pm
Site Code : 20230050
Start Date : 03-07-2023
Page No : 1

Groups Printed- Cars, Buses \& Trucks

|  | Jor Parker Rd Northbound |  |  |  | Jor Parker Rd Southbound |  |  |  | Eastbound |  |  |  | Westbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Int. Total |
| 07:00 AM | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| 07:15 AM | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |
| 07:30 AM | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| 07:45 AM | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Total | 0 | 6 | 0 | 6 | 0 | 8 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 |
| 08:00 AM | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 08:15 AM | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 08:30 AM | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| 08:45 AM | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Total | 0 | 2 | 0 | 2 | 0 | 6 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 |

*** BREAK ***

| $04: 00 ~ P M ~$ | 0 | 5 | 0 | 5 | 0 | 3 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 |
| ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | ---: | :--- | :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| $04: 15 \mathrm{PM}$ | 0 | 4 | 0 | 4 | 0 | 4 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 |
| $04: 30 \mathrm{PM}$ | 0 | 2 | 0 | 2 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| $04: 45 \mathrm{PM}$ | 0 | 5 | 0 | 5 | 0 | 3 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 |
| Total | 0 | 16 | 0 | 16 | 0 | 12 | 0 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 28 |


| 05:00 PM | 0 | 3 | 0 | 3 | 0 | 4 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 05:15 PM | 0 | 5 | 0 | 5 | 0 | 5 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 |
| 05:30 PM | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |
| 05:45 PM | 0 | 2 | 0 | 2 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| Total | 0 | 13 | 0 | 13 | 0 | 14 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 27 |
| Grand Total | 0 | 37 | 0 | 37 | 0 | 40 | 0 | 40 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 77 |
| Apprch \% | 0 | 100 | 0 |  | 0 | 100 | 0 |  | 0 | 0 | 0 |  | 0 | 0 | 0 |  |  |
| Total \% | 0 | 48.1 | 0 | 48.1 | 0 | 51.9 | 0 | 51.9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |

# A \& R Engineering, Inc. <br> 2160 Kingston Court Suite 'O' <br> Marietta, GA 30067 

TMC Data
File Name : 20230050
Joe Parker Rd @ Proposed Site Driveway
Site Code : 20230050
Start Date : 03-07-2023
Page No : 2

|  | Jor Parker Rd Northbound |  |  |  | Jor Parker Rd Southbound |  |  |  | Eastbound |  |  |  | Westbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Int. Total |
| Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Peak Hour for Entire Intersection Begins at 07:00 AM |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 07:00 AM | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| 07:15 AM | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |
| 07:30 AM | 0 | 1 | 0 | 1 | 0 | 3 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |
| 07:45 AM | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Total Volume | 0 | 6 | 0 | 6 | 0 | 8 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 |
| \% App. Total | 0 | 100 | 0 |  | 0 | 100 | 0 |  | 0 | 0 | 0 |  | 0 | 0 | 0 |  |  |
| PHF | . 000 | . 500 | . 000 | . 500 | . 000 | . 667 | . 000 | . 667 | . 000 | . 000 | . 000 | . 000 | . 000 | . 000 | . 000 | . 000 | 583 |



## A \& R Engineering, Inc.

2160 Kingston Court Suite 'O'
Marietta, GA 30067
TMC Data
File Name : 20230050
Joe Parker Rd @ Proposed Site Driveway Location
7-9 am | 4-6 pm
Site Code : 20230050
Start Date : 03-07-2023
Page No : 3

|  | Jor Parker Rd Northbound |  |  |  | Jor Parker Rd Southbound |  |  |  | Eastbound |  |  |  | Westbound |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Start Time | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Left | Thru | Right | App. Total | Int. Total |
| Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Peak Hour for Entire Intersection Begins at 04:45 PM |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 04:45 PM | 0 | 5 | 0 | 5 | 0 | 3 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 |
| 05:00 PM | 0 | 3 | 0 | 3 | 0 | 4 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 |
| 05:15 PM | 0 | 5 | 0 | 5 | 0 | 5 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 |
| 05:30 PM | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |
| Total Volume | 0 | 16 | 0 | 16 | 0 | 15 | 0 | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 31 |
| \% App. Total | 0 | 100 | 0 |  | 0 | 100 | 0 |  | 0 | 0 | 0 |  | 0 | 0 | 0 |  |  |
| PHF | . 000 | . 800 | . 000 | . 800 | . 000 | . 750 | . 000 | . 750 | . 000 | . 000 | . 000 | . 000 | . 000 | . 000 | . 000 | . 000 | . 775 |



Linear Regression of Daily Traffic


Existing Intersection Andusis

|  | $\rightarrow$ |  |  |  | 4 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBT | EBR | WBL | WBT | NBL |
| Lane Configurations | 4 | F |  | $\uparrow$ | M |
| Traffic Volume (vph) | 144 | 81 | 39 | 160 | 378 |
| Future Volume (vph) | 144 | 81 | 39 | 160 | 378 |
| Lane Group Flow (vph) | 160 | 90 | 0 | 221 | 506 |
| Turn Type | NA | Perm | Perm | NA | Prot |
| Protected Phases | 6 |  |  | 2 | 3 |
| Permitted Phases |  | 6 | 2 |  |  |
| Detector Phase | 6 | 6 | 2 | 2 | 3 |
| Switch Phase |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 22.5 | 22.5 | 22.5 | 22.5 | 22.5 |
| Total Split (s) | 42.0 | 42.0 | 42.0 | 42.0 | 48.0 |
| Total Split (\%) | 46.7\% | 46.7\% | 46.7\% | 46.7\% | 53.3\% |
| Yellow Time (s) | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 |
| All-Red Time (s) | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 |  | 0.0 | 0.0 |
| Total Lost Time (s) | 4.5 | 4.5 |  | 4.5 | 4.5 |
| Lead/Lag |  |  |  |  |  |
| Lead-Lag Optimize? |  |  |  |  |  |
| Recall Mode | C-Min | C-Min | C-Min | C-Min | Min |
| v/c Ratio | 0.16 | 0.10 |  | 0.24 | 0.81 |
| Control Delay | 12.5 | 4.7 |  | 13.2 | 35.1 |
| Queue Delay | 0.0 | 0.0 |  | 0.0 | 0.0 |
| Total Delay | 12.5 | 4.7 |  | 13.2 | 35.1 |
| Queue Length 50th (ft) | 45 | 4 |  | 64 | 257 |
| Queue Length 95th (tt) | 97 | 32 |  | 134 | 325 |
| Internal Link Dist (ft) | 1795 |  |  | 886 | 696 |
| Turn Bay Length (ft) |  | 25 |  |  |  |
| Base Capacity (vph) | 1017 | 898 |  | 940 | 852 |
| Starvation Cap Reductn | 0 | 0 |  | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 |  | 0 | 0 |
| Storage Cap Reductn | 0 | 0 |  | 0 | 0 |
| Reduced v/c Ratio | 0.16 | 0.10 |  | 0.24 | 0.59 |

## Intersection Summary

Cycle Length: 90
Actuated Cycle Length: 90
Offset: 0 ( $0 \%$ ), Referenced to phase 2:WBTL and 6:EBT, Start of Green
Natural Cycle: 50
Control Type: Actuated-Coordinated
Splits and Phases: 1: Harmony Church Rd \& SR 323 (Gillsville Hwy)


[^13]Synchro 11 Report


## Notes

User approved volume balancing among the lanes for turning movement.

| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 0.2 |  |  |  |  |  |
| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
| Lane Configurations |  |  | $\uparrow$ |  | r |  |
| Traffic Vol, veh/h | 4 |  | 708 | 3 | 4 | 6 |
| Future Vol, veh/h | 4 | 230 | 708 | 3 | 4 | 6 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | - | - | 0 | - |
| Veh in Median Storage, \# | - | 0 | 0 | - | 0 | - |
| Grade, \% | - | 0 | 0 | - | 0 | - |
| Peak Hour Factor | 90 | 90 | 90 | 90 | 90 | 90 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 4 | 256 | 787 | 3 | 4 | 7 |


| Major/Minor M | Major1 |  | Major2 |  | Minor2 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Conflicting Flow All | 790 | 0 | - | 0 | 1053 | 789 |
| Stage 1 | - | - | - - | - | 789 | - |
| Stage 2 | - | - | - - | - | 264 | - |
| 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 | 830 | - | - - | - | 251 | 391 |
| Stage 1 | - | - | - - | - | 448 | - |
| Stage 2 | - | - | - - | - | 780 | - |
| Platoon blocked, \% |  | - | - - | - |  |  |
| Mov Cap-1 Maneuver | 830 | - | - - | - | 249 | 391 |
| Mov Cap-2 Maneuver | - | - | - - | - | 249 | - |
| Stage 1 | - | - | - - | - | 445 | - |
| Stage 2 | - | - | - - | - | 780 | - |
|  |  |  |  |  |  |  |
| Approach | EB |  | WB |  | SB |  |
| HCM Control Delay, s | 0.2 |  | 0 |  | 16.7 |  |
| HCM LOS |  |  |  |  | C |  |
|  |  |  |  |  |  |  |
| Minor Lane/Major Mvmt |  | EBL | EBT | WBT WBR SBLn1 |  |  |
| Capacity (veh/h) |  | 830 | - | - | - | 318 |
| HCM Lane V/C Ratio |  | 0.005 |  | - | - | 0.035 |
| HCM Control Delay (s) |  | 9.4 | 0 | - | - | 16.7 |
| HCM Lane LOS |  | A | A | - | - | C |
| HCM 95th \%tile Q(veh) |  | 0 | 0 | - | - | 0.1 |


|  | $\rightarrow$ |  | $\checkmark$ |  | 4 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBT | EBR | WBL | WBT | NBL |
| Lane Configurations | 4 | F |  | $\uparrow$ | M |
| Traffic Volume (vph) | 332 | 353 | 48 | 284 | 266 |
| Future Volume (vph) | 332 | 353 | 48 | 284 | 266 |
| Lane Group Flow (vph) | 349 | 372 | 0 | 350 | 363 |
| Turn Type | NA | Perm | Perm | NA | Prot |
| Protected Phases | 6 |  |  | 2 | 3 |
| Permitted Phases |  | 6 | 2 |  |  |
| Detector Phase | 6 | 6 | 2 | 2 | 3 |
| Switch Phase |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 22.5 | 22.5 | 22.5 | 22.5 | 22.5 |
| Total Split (s) | 49.0 | 49.0 | 44.0 | 44.0 | 41.0 |
| Total Split (\%) | 54.4\% | 54.4\% | 48.9\% | 48.9\% | 45.6\% |
| Yellow Time (s) | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 |
| All-Red Time (s) | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 |  | 0.0 | 0.0 |
| Total Lost Time (s) | 4.5 | 4.5 |  | 4.5 | 4.5 |
| Lead/Lag |  |  |  |  |  |
| Lead-Lag Optimize? |  |  |  |  |  |
| Recall Mode | C-Max | C-Max | C-Min | C-Min | Min |
| v/c Ratio | 0.29 | 0.35 |  | 0.32 | 0.77 |
| Control Delay | 9.2 | 5.9 |  | 9.6 | 39.8 |
| Queue Delay | 0.0 | 0.0 |  | 0.0 | 0.0 |
| Total Delay | 9.2 | 5.9 |  | 9.6 | 39.8 |
| Queue Length 50th (ft) | 83 | 46 |  | 85 | 188 |
| Queue Length 95th (ft) | 166 | 120 |  | 173 | 258 |
| Internal Link Dist (ft) | 1795 |  |  | 886 | 696 |
| Turn Bay Length (ft) |  | 25 |  |  |  |
| Base Capacity (vph) | 1188 | 1069 |  | 1082 | 716 |
| Starvation Cap Reductn | 0 | 0 |  | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 |  | 0 | 0 |
| Storage Cap Reductn | 0 | 0 |  | 0 | 0 |
| Reduced v/c Ratio | 0.29 | 0.35 |  | 0.32 | 0.51 |

## Intersection Summary

Cycle Length: 90
Actuated Cycle Length: 90
Offset: $0(0 \%)$, Referenced to phase 2:WBTL and 6:EBT, Start of Green
Natural Cycle: 45
Control Type: Actuated-Coordinated
Splits and Phases: 1: Harmony Church Rd \& SR 323 (Gillsville Hwy)


[^14]Synchro 11 Report
Page 1


Notes
User approved volume balancing among the lanes for turning movement.

| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 0.3 |  |  |  |  |  |
| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
| Lane Configurations |  | $\mathbf{4}$ | $\mathbf{i}$ |  | Mr |  |
| Traffic Vol, veh/h | 11 | 679 | 446 | 4 | 8 | 9 |
| Future Vol, veh/h | 11 | 679 | 446 | 4 | 8 | 9 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | - | - | 0 | - |
| Veh in Median Storage, \# | - | 0 | 0 | - | 0 | - |
| Grade, \% | - | 0 | 0 | - | 0 | - |
| Peak Hour Factor | 99 | 99 | 99 | 99 | 99 | 99 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 11 | 686 | 451 | 4 | 8 | 9 |


| Major/Minor M | Major1 |  | Major2 |  | Minor2 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Conflicting Flow All | 455 | 0 | - | 0 | 1161 | 453 |
| Stage 1 | - | - | - - | - | 453 | - |
| Stage 2 | - | - | - - | - | 708 | - |
| 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 | 1106 | - | - - | - | 216 | 607 |
| Stage 1 | - | - | - - | - | 640 | - |
| Stage 2 | - | - | - - | - | 488 | - |
| Platoon blocked, \% |  | - | - - | - |  |  |
| Mov Cap-1 Maneuver | 1106 | - | - - | - | 213 | 607 |
| Mov Cap-2 Maneuver | - | - | - - | - | 213 | - |
| Stage 1 | - | - | - - | - | 630 | - |
| Stage 2 | - | - | - - | - | 488 | - |
|  |  |  |  |  |  |  |
| Approach | EB |  | WB |  | SB |  |
| HCM Control Delay, s | 0.1 |  | 0 |  | 16.7 |  |
| HCM LOS |  |  |  |  | C |  |
|  |  |  |  |  |  |  |
| Minor Lane/Major Mvmt |  | EBL | EBT | WBT WBR SBLn1 |  |  |
| Capacity (veh/h) |  | 1106 | - | - | - | 325 |
| HCM Lane V/C Ratio |  | 0.01 | - | - | - | 0.053 |
| HCM Control Delay (s) |  | 8.3 | 0 | - | - | 16.7 |
| HCM Lane LOS |  | A | A | - | - | C |
| HCM 95th \%tile Q(veh) |  | 0 | 0 | - | - | 0.2 |

Future "No-Build" Intersection ANALYSIS

|  | $\rightarrow$ |  | $\checkmark$ |  | 4 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBT | EBR | WBL | WBT | NBL |
| Lane Configurations | $\uparrow$ | 「 |  | $\uparrow$ | Y |
| Traffic Volume (vph) | 147 | 83 | 40 | 163 | 386 |
| Future Volume (vph) | 147 | 83 | 40 | 163 | 386 |
| Lane Group Flow (vph) | 171 | 97 | 0 | 237 | 541 |
| Turn Type | NA | Perm | Perm | NA | Prot |
| Protected Phases | 6 |  |  | 2 | 3 |
| Permitted Phases |  | 6 | 2 |  |  |
| Detector Phase | 6 | 6 | 2 | 2 | 3 |
| Switch Phase |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 22.5 | 22.5 | 22.5 | 22.5 | 22.5 |
| Total Split (s) | 42.0 | 42.0 | 42.0 | 42.0 | 48.0 |
| Total Split (\%) | 46.7\% | 46.7\% | 46.7\% | 46.7\% | 53.3\% |
| Yellow Time (s) | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 |
| All-Red Time (s) | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 |  | 0.0 | 0.0 |
| Total Lost Time (s) | 4.5 | 4.5 |  | 4.5 | 4.5 |
| Lead/Lag |  |  |  |  |  |
| Lead-Lag Optimize? |  |  |  |  |  |
| Recall Mode | None | None | C-Min | C-Min | Min |
| v/c Ratio | 0.17 | 0.11 |  | 0.26 | 0.82 |
| Control Delay | 13.5 | 5.4 |  | 14.4 | 34.7 |
| Queue Delay | 0.0 | 0.0 |  | 0.0 | 0.0 |
| Total Delay | 13.5 | 5.4 |  | 14.4 | 34.7 |
| Queue Length 50th (ft) | 51 | 6 |  | 74 | 273 |
| Queue Length 95th (tt) | 101 | 33 |  | 140 | 320 |
| Internal Link Dist (ft) | 1795 |  |  | 886 | 696 |
| Turn Bay Length (t) |  | 25 |  |  |  |
| Base Capacity (vph) | 981 | 870 |  | 902 | 852 |
| Starvation Cap Reductn | 0 | 0 |  | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 |  | 0 | 0 |
| Storage Cap Reductn | 0 | 0 |  | 0 | 0 |
| Reduced v/c Ratio | 0.17 | 0.11 |  | 0.26 | 0.63 |

## Intersection Summary

Cycle Length: 90
Actuated Cycle Length: 90
Offset: 0 ( $0 \%$ ), Referenced to phase 2:WBTL, Start of Green
Natural Cycle: 50
Control Type: Actuated-Coordinated
Splits and Phases: 1: Harmony Church Rd \& SR 323 (Gillsville Hwy)


[^15]Synchro 11 Report
Page 1


## Notes

User approved volume balancing among the lanes for turning movement.



|  | $\rightarrow$ |  | 7 | 4 | 4 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBT | EBR | WBL | WBT | NBL |
| Lane Configurations | 4 | 「 |  | $\uparrow$ | \% |
| Traffic Volume (vph) | 339 | 360 | 49 | 290 | 271 |
| Future Volume (vph) | 339 | 360 | 49 | 290 | 271 |
| Lane Group Flow (vph) | 357 | 379 | 0 | 357 | 370 |
| Turn Type | NA | Perm | Perm | NA | Prot |
| Protected Phases | 6 |  |  | 2 | 3 |
| Permitted Phases |  | 6 | 2 |  |  |
| Detector Phase | 6 | 6 | 2 | 2 | 3 |
| Switch Phase |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 22.5 | 22.5 | 22.5 | 22.5 | 22.5 |
| Total Split (s) | 50.0 | 50.0 | 44.0 | 44.0 | 40.0 |
| Total Split (\%) | 55.6\% | 55.6\% | 48.9\% | 48.9\% | 44.4\% |
| Yellow Time (s) | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 |
| All-Red Time (s) | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 |  | 0.0 | 0.0 |
| Total Lost Time (s) | 4.5 | 4.5 |  | 4.5 | 4.5 |
| Lead/Lag |  |  |  |  |  |
| Lead-Lag Optimize? |  |  |  |  |  |
| Recall Mode | None | None | C-Min | C-Min | Min |
| v/c Ratio | 0.30 | 0.36 |  | 0.33 | 0.78 |
| Control Delay | 9.4 | 6.0 |  | 9.9 | 39.8 |
| Queue Delay | 0.0 | 0.0 |  | 0.0 | 0.0 |
| Total Delay | 9.4 | 6.0 |  | 9.9 | 39.8 |
| Queue Length 50th (ft) | 86 | 47 |  | 88 | 192 |
| Queue Length 95th (ft) | 172 | 124 |  | 178 | 262 |
| Internal Link Dist (ft) | 1795 |  |  | 886 | 696 |
| Turn Bay Length (ft) |  | 25 |  |  |  |
| Base Capacity (vph) | 1181 | 1065 |  | 1074 | 697 |
| Starvation Cap Reductn | 0 | 0 |  | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 |  | 0 | 0 |
| Storage Cap Reductn | 0 | 0 |  | 0 | 0 |
| Reduced v/c Ratio | 0.30 | 0.36 |  | 0.33 | 0.53 |

## Intersection Summary

Cycle Length: 90
Actuated Cycle Length: 90
Offset: 44 (49\%), Referenced to phase 2:WBTL, Start of Green
Natural Cycle: 45
Control Type: Actuated-Coordinated
Splits and Phases: 1: Harmony Church Rd \& SR 323 (Gillsville Hwy)


[^16]Synchro 11 Report
Page 1


Notes
User approved volume balancing among the lanes for turning movement.


| Major/Minor | Major1 |  | Major2 |  | Minor2 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Conflicting Flow All | 464 | 0 | - | 0 | 1184 | 462 |
| Stage 1 | - | - | - | - | 462 | - |
| Stage 2 | - | - | - | - | 722 | - |
| 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 | 1097 | - | - | - | 209 | 600 |
| Stage 1 | - | - | - | - | 634 | - |
| Stage 2 | - | - | - | - | 481 | - |
| Platoon blocked, \% |  | - | - | - |  |  |
| Mov Cap-1 Maneuver | 1097 | - | - | - | 206 | 600 |
| Mov Cap-2 Maneuver | - | - | - | - | 206 | - |
| Stage 1 | - | - | - | - | 624 | - |
| Stage 2 | - | - | - | - | 481 | - |
|  |  |  |  |  |  |  |
| Approach | EB |  | WB |  | SB |  |
| HCM Control Delay, s | 0.1 |  | 0 |  | 17 |  |
| HCM LOS |  |  |  |  | C |  |
|  |  |  |  |  |  |  |
| Minor Lane/Major Mvmt |  | EBL EBT WBT WBR SBLn1 |  |  |  |  |
| Capacity (veh/h) |  | 1097 | - | - | - | 316 |
| HCM Lane V/C Ratio |  | 0.01 | - | - | - | 0.054 |
| HCM Control Delay (s) |  | 8.3 | 0 | - | - | 17 |
| HCM Lane LOS |  | A | A | - | - | C |
| HCM 95th \%tile Q(veh) |  | 0 | - | - |  | 0.2 |

Future "Build" Intersection Analysis

|  | $\rightarrow$ | 7 | 7 |  | 4 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBT | EBR | WBL | WBT | NBL |
| Lane Configurations | $\uparrow$ | F |  | $\uparrow$ | M |
| Traffic Volume (vph) | 147 | 83 | 40 | 163 | 386 |
| Future Volume (vph) | 147 | 83 | 40 | 163 | 386 |
| Lane Group Flow (vph) | 171 | 97 | 0 | 237 | 541 |
| Turn Type | NA | Perm | Perm | NA | Prot |
| Protected Phases | 6 |  |  | 2 | 3 |
| Permitted Phases |  | 6 | 2 |  |  |
| Detector Phase | 6 | 6 | 2 | 2 | 3 |
| Switch Phase |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 22.5 | 22.5 | 22.5 | 22.5 | 22.5 |
| Total Split (s) | 42.0 | 42.0 | 42.0 | 42.0 | 48.0 |
| Total Split (\%) | 46.7\% | 46.7\% | 46.7\% | 46.7\% | 53.3\% |
| Yellow Time (s) | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 |
| All-Red Time (s) | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 |  | 0.0 | 0.0 |
| Total Lost Time (s) | 4.5 | 4.5 |  | 4.5 | 4.5 |
| Lead/Lag |  |  |  |  |  |
| Lead-Lag Optimize? |  |  |  |  |  |
| Recall Mode | None | None | C-Min | C-Min | Min |
| v/c Ratio | 0.17 | 0.11 |  | 0.26 | 0.82 |
| Control Delay | 13.5 | 5.4 |  | 14.4 | 34.7 |
| Queue Delay | 0.0 | 0.0 |  | 0.0 | 0.0 |
| Total Delay | 13.5 | 5.4 |  | 14.4 | 34.7 |
| Queue Length 50th (ft) | 51 | 6 |  | 74 | 273 |
| Queue Length 95th (ft) | 101 | 33 |  | 140 | 320 |
| Internal Link Dist (ft) | 1795 |  |  | 886 | 696 |
| Turn Bay Length (ft) |  | 25 |  |  |  |
| Base Capacity (vph) | 981 | 870 |  | 902 | 852 |
| Starvation Cap Reductn | 0 | 0 |  | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 |  | 0 | 0 |
| Storage Cap Reductn | 0 | 0 |  | 0 | 0 |
| Reduced v/c Ratio | 0.17 | 0.11 |  | 0.26 | 0.63 |

## Intersection Summary

Cycle Length: 90
Actuated Cycle Length: 90
Offset: 0 ( $0 \%$ ), Referenced to phase 2:WBTL, Start of Green
Natural Cycle: 50
Control Type: Actuated-Coordinated
Splits and Phases: 1: Harmony Church Rd \& SR 323 (Gillsville Hwy)


[^17]Synchro 11 Report
Page 1


Notes
User approved volume balancing among the lanes for turning movement.

| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 0.2 |  |  |  |  |  |
| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
| Lane Configurations |  | $\mathbf{4}$ | $\mathbf{F}$ |  | Mr |  |
| Traffic Vol, veh/h | 4 | 235 | 722 | 3 | 4 | 6 |
| Future Vol, veh/h | 4 | 235 | 722 | 3 | 4 | 6 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | - | - | 0 | - |
| Veh in Median Storage, \# | - | 0 | 0 | - | 0 | - |
| Grade, \% | - | 0 | 0 | - | 0 | - |
| Peak Hour Factor | 90 | 90 | 90 | 90 | 90 | 90 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 4 | 261 | 802 | 3 | 4 | 7 |



| Intersection |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Int Delay, s/veh | 0 |  |  |  |  |  |  |
| Movement | EBL | EBR | NBL | NBT | SBT | SBR |  |
| Lane Configurations | * |  |  | $\uparrow$ | F |  |  |
| Traffic Vol, veh/h | 0 | 0 | 0 | 6 | 8 | 0 |  |
| Future Vol, veh/h | 0 | 0 | 0 | 6 | 8 | 0 |  |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |  |
| Sign Control F | Free | Free | Free | Free | Stop | Stop |  |
| RT Channelized | - | None | - | None | - | None |  |
| Storage Length | 0 | - | - | - | - | - |  |
| Veh in Median Storage, \# | \# 1 | - | - | 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 | 0 | 0 | 7 | 9 | 0 |  |


| Major/Minor | Major1 | Minor2 |  |  |
| :--- | ---: | ---: | ---: | ---: |
| Conflicting Flow All | 0 | 0 | 7 | 0 |
| $\quad$ Stage 1 | - | - | 0 | - |
| $\quad$ Stage 2 | - | - | 7 | - |
| Critical Hdwy | 4.12 | - | 6.52 | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - |
| Critical Hdwy Stg 2 | - | - | 5.52 | - |
| Follow-up Hdwy | 2.218 | -4.018 | 3.318 |  |
| Pot Cap-1 Maneuver | - | - | 888 | - |
| $\quad$ Stage 1 | - | - | - | - |
| Stage 2 | - | - | 890 | - |
| Platoon blocked, \% | - | - |  |  |
| Mov Cap-1 Maneuver | - | 0 | - |  |
| Mov Cap-2 Maneuver | - | - | 0 | - |
| Stage 1 | - | - | 0 | - |
| Stage 2 | - | - | 0 | - |


| Approach | NB | SB |
| :--- | :---: | :---: |
| HCM Control Delay, s | 0 |  |

HCM LOS

| Minor Lane/Major Mvmt | NBL | NBT SBLn1 |  |
| :--- | :---: | :---: | :---: |
| Capacity (veh/h) | - | - | - |
| HCM Lane V/C Ratio | - | - | - |
| HCM Control Delay (s) | 0 | - | - |
| HCM Lane LOS | A | - | - |
| HCM 95th \%tile Q(veh) | - | - | - |


|  | $\rightarrow$ |  | $\checkmark$ |  | 4 |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Lane Group | EBT | EBR | WBL | WBT | NBL |
| Lane Configurations | $\uparrow$ | F |  | $\uparrow$ | M |
| Traffic Volume (vph) | 347 | 365 | 49 | 298 | 276 |
| Future Volume (vph) | 347 | 365 | 49 | 298 | 276 |
| Lane Group Flow (vph) | 365 | 384 | 0 | 366 | 376 |
| Turn Type | NA | Perm | Perm | NA | Prot |
| Protected Phases | 6 |  |  | 2 | 3 |
| Permitted Phases |  | 6 | 2 |  |  |
| Detector Phase | 6 | 6 | 2 | 2 | 3 |
| Switch Phase |  |  |  |  |  |
| Minimum Initial (s) | 5.0 | 5.0 | 5.0 | 5.0 | 5.0 |
| Minimum Split (s) | 22.5 | 22.5 | 22.5 | 22.5 | 22.5 |
| Total Split (s) | 50.0 | 50.0 | 50.0 | 50.0 | 40.0 |
| Total Split (\%) | 55.6\% | 55.6\% | 55.6\% | 55.6\% | 44.4\% |
| Yellow Time (s) | 3.5 | 3.5 | 3.5 | 3.5 | 3.5 |
| All-Red Time (s) | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Lost Time Adjust (s) | 0.0 | 0.0 |  | 0.0 | 0.0 |
| Total Lost Time (s) | 4.5 | 4.5 |  | 4.5 | 4.5 |
| Lead/Lag |  |  |  |  |  |
| Lead-Lag Optimize? |  |  |  |  |  |
| Recall Mode | None | None | C-Min | C-Min | Min |
| v/c Ratio | 0.31 | 0.36 |  | 0.34 | 0.78 |
| Control Delay | 9.6 | 6.2 |  | 10.1 | 40.0 |
| Queue Delay | 0.0 | 0.0 |  | 0.0 | 0.0 |
| Total Delay | 9.6 | 6.2 |  | 10.1 | 40.0 |
| Queue Length 50th (ft) | 90 | 50 |  | 92 | 196 |
| Queue Length 95th (ft) | 178 | 127 |  | 185 | 266 |
| Internal Link Dist (ft) | 1795 |  |  | 886 | 696 |
| Turn Bay Length (tt) |  | 25 |  |  |  |
| Base Capacity (vph) | 1175 | 1060 |  | 1069 | 697 |
| Starvation Cap Reductn | 0 | 0 |  | 0 | 0 |
| Spillback Cap Reductn | 0 | 0 |  | 0 | 0 |
| Storage Cap Reductn | 0 | 0 |  | 0 | 0 |
| Reduced v/c Ratio | 0.31 | 0.36 |  | 0.34 | 0.54 |

## Intersection Summary

Cycle Length: 90
Actuated Cycle Length: 90
Offset: 0 ( $0 \%$ ), Referenced to phase 2:WBTL, Start of Green

## Natural Cycle: 45

Control Type: Actuated-Coordinated
Splits and Phases: 1: Harmony Church Rd \& SR 323 (Gillsville Hwy)


[^18]Synchro 11 Report
Page 1


Notes
User approved volume balancing among the lanes for turning movement.

| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 1.3 |  |  |  |  |  |
| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
| Lane Configurations |  | $\mathbf{4}$ | $\mathbf{i}$ |  | Mr |  |
| Traffic Vol, veh/h | 49 | 693 | 455 | 17 | 21 | 47 |
| Future Vol, veh/h | 49 | 693 | 455 | 17 | 21 | 47 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | - | - | 0 | - |
| Veh in Median Storage, \# | - | 0 | 0 | - | 0 | - |
| Grade, \% | - | 0 | 0 | - | 0 | - |
| Peak Hour Factor | 99 | 99 | 99 | 99 | 99 | 99 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 49 | 700 | 460 | 17 | 21 | 47 |


| Major/Minor | Major1 |  | Major2 |  | Minor2 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Conflicting Flow All | 477 | 0 | - | 0 | 1267 | 469 |
| Stage 1 | - | - | - | - | 469 | - |
| Stage 2 | - | - | - | - | 798 | - |
| 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 | 1085 | - | - | - | 186 | 594 |
| Stage 1 | - | - | - | - | 630 | - |
| Stage 2 | - | - | - | - | 443 | - |
| Platoon blocked, \% |  | - | - | - |  |  |
| Mov Cap-1 Maneuver | 1085 | - | - | - | 172 | 594 |
| Mov Cap-2 Maneuver | - | - | - | - | 172 | - |
| Stage 1 | - | - | - | - | 583 | - |
| Stage 2 | - | - | - | - | 443 | - |
|  |  |  |  |  |  |  |
| Approach | EB |  | WB |  | SB |  |
| HCM Control Delay, s | 0.6 |  | 0 |  | 18.3 |  |
| HCM LOS |  |  |  |  | C |  |
|  |  |  |  |  |  |  |
| Minor Lane/Major Mvmt |  | EBL | EBT | WBT WBR SBLn1 |  |  |
| Capacity (veh/h) |  | 1085 | - | - | - | 338 |
| HCM Lane V/C Ratio |  | 0.046 | - | - | - | 0.203 |
| HCM Control Delay (s) |  | 8.5 | 0 | - | - | 18.3 |
| HCM Lane LOS |  | A | A | - | - | C |
| HCM 95th \%tile Q(veh) |  | 0.1 | - | - |  | 0.7 |


| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |



Traffic Volume Workshets

## 23-031 Joe Parker Special Events Facility at 3210 Joe Parker Road - Hall County, GA

A\&R Engineering Traffic Volumes

1. SR 323 @ Harmony Church Rd
A.M. Peak Hour

| Condition | Harmony Church Road Northbound |  |  |  | Southbound |  |  |  | $\begin{gathered} \text { SR } 323 \text { (Gillsville Highway) } \\ \text { Eastbound } \end{gathered}$ |  |  |  | SR 323 (Gillsville Highway)Westbound |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | L | T | R | Tot | L | T | R | Tot | L | T | R | Tot | L | T | R | Tot |
| Existing 2023 Traffic Counts: | 378 | 0 | 77 | 455 | 0 | 0 | 0 | 0 | 0 | 144 | 81 | 225 | 39 | 160 | 0 | 199 |
| Growth Factor (\%): | 1 | 1 | 1 |  | 1 | 1 | 1 |  | 1 | 1 | 1 |  | 1 | 1 | 1 |  |
| No-Build 2025 Volumes: | 386 | 0 | 79 | 465 | 0 | 0 | 0 | 0 | 0 | 147 | 83 | 230 | 40 | 163 | 0 | 203 |
| Total New Trips: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Future 2025 Traffic Volumes: | 386 | 0 | 79 | 465 | 0 | 0 | 0 | 0 | 0 | 147 | 83 | 230 | 40 | 163 | 0 | 203 |

P.M. Peak Hour

| Condition | Harmony Church Road Northbound |  |  |  | Southbound |  |  |  | $\begin{gathered} \hline \text { SR } 323 \text { (Gillsville Highway) } \\ \text { Eastbound } \end{gathered}$ |  |  |  | $\begin{gathered} \hline \text { SR } 323 \text { (Gillsville Highway) } \\ \text { Westbound } \end{gathered}$ |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | L | T | R | Tot | L | T | R | Tot | L | T | R | Tot | L | T | R | Tot |
| Existing 2023 Traffic Counts: | 266 | 0 | 79 | 345 | 0 | 0 | 0 | 0 | 0 | 332 | 353 | 685 | 48 | 284 | 0 | 332 |
| Growth Factor (\%): | 1 | 1 | 1 |  | 1 | 1 | 1 |  | 1 | 1 | 1 |  | 1 | 1 | 1 |  |
| No-Build 2025 Volumes: | 271 | 0 | 81 | 352 | 0 | 0 | 0 | 0 | 0 | 339 | 360 | 699 | 49 | 290 | 0 | 339 |
| Total New Trips: | 5 | 0 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 8 | 5 | 13 | 0 | 8 | 0 | 8 |
| Future 2025 Traffic Volumes: | 276 | 0 | 81 | 357 | 0 | 0 | 0 | 0 | 0 | 347 | 365 | 712 | 49 | 298 | 0 | 347 |

## 23-031 Joe Parker Special Events Facility at 3210 Joe Parker Road - Hall County, GA

A\&R Engineering Traffic Volumes
2. SR 323 @ Joe Parker Rd
A.M. Peak Hour

| Condition | Northbound |  |  |  | Joe Parker Road Southbound |  |  |  | SR 323 (Gillsville Highway)Eastbound |  |  |  | SR 323 (Gillsville Highway)Westbound |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | L | T | R | Tot | L | T | R | Tot | L | T | R | Tot | L | T | R | Tot |
| Existing 2023 Traffic Counts: | 0 | 0 | 0 | 0 | 4 | 0 | 6 | 10 | 4 | 230 | 0 | 234 | 0 | 708 | 3 | 711 |
| Growth Factor (\%): | 1 | 1 | 1 |  | 1 | 1 | 1 |  | 1 | 1 | 1 |  | 1 | 1 | 1 |  |
| No-Build 2025 Volumes: | 0 | 0 | 0 | 0 | 4 | 0 | 6 | 10 | 4 | 235 | 0 | 239 | 0 | 722 | 3 | 725 |
| Total New Trips: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Future 2025 Traffic Volumes: | 0 | 0 | 0 | 0 | 4 | 0 | 6 | 10 | 4 | 235 | 0 | 239 | 0 | 722 | 3 | 725 |

P.M. Peak Hour

| Condition | Northbound |  |  |  | Joe Parker Road Southbound |  |  |  | SR 323 (Gillsville Highway)Eastbound |  |  |  | $\begin{gathered} \hline \text { SR } 323 \text { (Gillsville Highway) } \\ \text { Westbound } \end{gathered}$ |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | L | T | R | Tot | L | T | R | Tot | L | T | R | Tot | L | T | R | Tot |
| Existing 2023 Traffic Counts: | 0 | 0 | 0 | 0 | 8 | 0 | 9 | 17 | 11 | 679 | 0 | 690 | 0 | 446 | 4 | 450 |
| Growth Factor (\%): | 1 | 1 | 1 |  | 1 | 1 | 1 |  | 1 | 1 | 1 |  | 1 | 1 | 1 |  |
| No-Build 2025 Volumes: | 0 | 0 | 0 | 0 | 8 | 0 | 9 | 17 | 11 | 693 | 0 | 704 | 0 | 455 | 4 | 459 |
| Total New Trips: | 0 | 0 | 0 | 0 | 13 | 0 | 38 | 51 | 38 | 0 | 0 | 38 | 0 | 0 | 13 | 13 |
| Future 2025 Traffic Volumes: | 0 | 0 | 0 | 0 | 21 | 0 | 47 | 68 | 49 | 693 | 0 | 742 | 0 | 455 | 17 | 472 |

## 23-031 Joe Parker Special Events Facility at 3210 Joe Parker Road - Hall County, GA

 Traffic VolumesA\&R Engineering March 2023
3. Joe Parker Rd @ Site Drwy
A.M. Peak Hour

| Condition | Joe Parker Road Northbound |  |  |  | Joe Parker Road Southbound |  |  |  | Site Driveway <br> Eastbound |  |  |  | Westbound |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | L | T | R | Tot | L | T | R | Tot | L | T | R | Tot | L | T | R | Tot |
| Existing 2023 Traffic Counts: | 0 | 6 | 0 | 6 | 0 | 8 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Growth Factor (\%): | 1 | 1 | 1 |  | 1 | 1 | 1 |  | 1 | 1 | 1 |  | 1 | 1 | 1 |  |
| No-Build 2025 Volumes: | 0 | 6 | 0 | 6 | 0 | 8 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total New Trips: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Future 2025 Traffic Volumes: | 0 | 6 | 0 | 6 | 0 | 8 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

P.M. Peak Hour

| Condition | Joe Parker Road Northbound |  |  |  | Joe Parker Road Southbound |  |  |  | Site Driveway Eastbound |  |  |  | Westbound |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | L | T | R | Tot | L | T | R | Tot | L | T | R | Tot | L | T | R | Tot |
| Existing 2023 Traffic Counts: | 0 | 16 | 0 | 16 | 0 | 15 | 0 | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Growth Factor (\%): | 1 | 1 | 1 |  | 1 | 1 | 1 |  | 1 | 1 | 1 |  | 1 | 1 | 1 |  |
| No-Build 2025 Volumes: | 0 | 16 | 0 | 16 | 0 | 15 | 0 | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total New Trips: | 50 | 0 | 0 | 50 | 0 | 0 | 0 | 0 | 0 | 0 | 50 | 50 | 0 | 0 | 0 | 0 |
| Future 2025 Traffic Volumes: | 50 | 16 | 0 | 66 | 0 | 15 | 0 | 15 | 0 | 0 | 50 | 50 | 0 | 0 | 0 | 0 |


| From: | Emily McGahee (Environmental Health) |
| :--- | :--- |
| Sent: | Monday, October 30, 2023 9:42 AM |
| To: | Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning); Beth Garmon (CDI: |
|  | Planning) |
| Cc: | Chad Harper (Environmental Health); Kelly Hairston (Environmental Health) |
| Subject: | HCPC Tentative Agenda 12.4.23 |

Please find Environmental Health comments below:

Item 1, 6143 White Oak Drive, Biggers: Must meet all residential permitting requirements. A septic permit cannot be issued to this property until the reconfiguration plat submitted to the Hall County Plat Review Team has been revised according to provided comments, the plat approved, and recorded with the Clerk of Courts.

Item 2, 4917 Gilstrap Circle, Cardoso: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available. An existing system evaluation/site visit will be required for system serving existing home on property. Additional requirements apply if increasing the number of bedrooms. Any future permits issued to this property (Tract 1 ) according to the attached recorded plat does not imply approval for the adjacent parcel in its current configuration, labeled as Tract 2.

Item 3, 3536 Atlanta Hwy, Chapman: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. An onsite sewage management system (and bathroom structure) will be required on the property if it is to be occupied for two hours or more.

Item 4, 3210 Joe Parker, El Alamo: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Please be advised that revised civil plans will be required (including revised septic system design) to accommodate the additional flows ( 575 people). A Food Service permit/plan review may be required after review of business plan.

Item 5, 2595 Gillsville Hwy, Buchanan: 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 6, 5348 Grant Road, Bark Camp Farm: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. A detailed business plan must be submitted to Hall County Environmental Health for review. Additional items, including, but not limited to: recorded plat, soil evaluation, and septic system installation may be required after review of business plan.

## Emily McGahee

Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973
(770) 531-6767 (fax)
http://dph.georgia.gov/environmental-health (State Website)
http://www.phdistrict2.org/HallCounty.htm (District Website)
https://www.hallcounty.org/192/Environmental-Health (County Website \& Forms)

| From: | Chavers, Veronica E [VChavers@dot.ga.gov](mailto:VChavers@dot.ga.gov) |
| :--- | :--- |
| Sent: | Monday, November 6, 2023 9:44 AM |
| To: | Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning) |
| Subject: | RE: Tentative Planning Agenda for December 4, 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 responses in red below.

## Veronica Chavers

DITO Civil Engineer 4

District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533.8488 office
706.818.4828 cell

From: Anael Dominguez (CDI: Planning) [adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)
Sent: Thursday, October 26, 2023 10:24 AM
Subject: Tentative Planning Agenda for December 4, 2023
Good morning -
Here is the Tentative Agenda and Maps for the Monday, December 4, 2023 Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by Thursday, November 2 ${ }^{\text {nd }}$. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

## CALL TO ORDER

## AGENDA REVIEW

## APPROVAL OF MINUTES - November 20, 2023

## NEW BUSINESS

1. 6143 White Oak Drive | Variance | 17.240 .010 to reduce the front yard setback requirement from 55 feet from centerline to 40 feet from centerline | on a $0.73 \pm$ acre tract located on the south side of White Oak Drive, at its
intersection with Oak Hill Drive | Zoned R-I, Tax Parcel 08102A000065 | Proposed Use: single-family residence | * Commission District 2 | Nikki Biggers - LVG Investments, LLC, applicant. No GDOT coordination required.
2. 4917 Gilstrap Circle | Variance ${ }^{2} 17.240 .010$ to reduce the front yard setback requirement from 55 feet from centerline to 49 feet from centerline ${ }^{\text {a }}$ on a $0.42 \pm$ acre parcel located on the south side of Gilstrap Circle, approximately 315 feet west of its intersection with Cleveland Highway | Zoned AR-IV; Tax Parcel 12020 000016A $\mid$ Proposed use: single-family residence ${ }^{*}$ Commission District 3 | Jarica Cardoso, applicant. No GDOT coordination required.
3. 3536 Atlanta Highway | Variance 17.420 .050 to vary the Gateway Corridors Overlay District (GCOD) standards Ion a $2.99 \pm$ acre parcel located on the north side of Atlanta Highway, approximately 170 feet west of its intersection with Wallis Road I Zoned H-B / GCOD, Tax Parcel 08047001004 | Proposed Use: office building ل * Commission District 1 | Gail Chapman, applicant. No GDOT coordination required.
4. 3210 Joe Parker Road | Amend conditions of PCD \| on a $20.19 \pm$ acre parcel located on the west side of Joe Parker Road, approximately 1,150 feet north of its intersection with Gillsville Highway | Zoned PCD; Tax Parcel 15023000055 | Proposed use: event facility | ${ }^{* *}$ Commission District 3 | EI Alamo Properties, LLC, applicant. No GDOT coordination required.
5. $\mathbf{2 5 9 5}$ Gillsville Highway ${ }^{2}$ Use Subject to County Commission Approval | 17.110.040(M) for a commercial kennel | on a $10.14 \pm$ acre parcel located on the north side of Gillsville Highway, approximately 1,300 feet west of its intersection with Jack Bryant Circle $\|$ Zoned AR-III \& AR-IV; Tax Parcel 15023000015 | Proposed use: commercial kennel | ** Commission District 3 | Sue Ann Buchanan, applicant. GDOT coordination required for driveway access to Gillsville Hwy
6. 5348 Grant Road | Use Subject to County Commission Approval $17.110 .040(\mathrm{M})$ for a commercial kennel ] on a 10.69 $\pm$ acre parcel located on the north side of Grant Road, approximately 590 feet west of its intersection with Lee Road \| Zoned AR-III; Tax Parcel 11085000005 B | Proposed use: commercial kennel| ** Commission District 2 | Megan Partrick - Bark Camp Farm, applicant. No GDOT coordination required.
[^19]Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is


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DIRECTOR
Srikanth Yamala

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

# Hall County Government COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PUBLIC WORKS AND UTILITIES 

MEMORANDUM

To: $\quad$ Randi Doveton, Director of Planning and Development

From: $\quad$ Bill Nash, Director of Public Works and Utilities

Date: $\quad$ November 2, 2023

Subject: December 4, 2023 - Hall County Planning Commission Agenda
Please be advised that our office has reviewed the Hall County Planning Commission agenda for the December 4, 2023 meeting. Upon review, we provide the following comments.

## NEW BUSINESS

1. 6143 White Oak Drive | Variance | 17.240 .010 to reduce the front yard setback requirement from 55 feet from centerline to 40 feet from centerline | on a $0.73 \pm$ acre tract located on the south side of White Oak Drive, at its intersection with Oak Hill Drive | Zoned R-I, Tax Parcel 08102A000065 | Proposed Use: single-family residence ** Commission District $2 \mid$ Nikki Biggers - LVG Investments, LLC, applicant.
a. Engineering: Show FEMA and Hall County studied Flood plains that are present on site
Variance will be needed for encroachment into 75' stream buffer It would be difficult to construct as shown without encroaching and distributions within the 50' stream buffer.
b. Traffic: No Comment
c. Utilities: permit from Environmental Health will be required for proposed septic system.
2. 4917 Gilstrap Circle | Variance | 17.240 .010 to reduce the front yard setback requirement from 55 feet from centerline to 49 feet from centerline on a $0.42 \pm$ acre parcel located on the south side of Gilstrap Circle, approximately 315 feet west of its intersection with Cleveland Highway | Zoned AR-IV; Tax Parcel 12020 000016A | Proposed use: single-family residence ${ }^{*}$ Commission District 3 | Jarica Cardoso, applicant.
a. Engineering: No Comment
b. Traffic: No Comment
c. Utilities: No Comment
3. 3536 Atlanta Highway | Variance | 17.420.050 to vary the Gateway Corridors Overlay District (GCOD) standards | on a $2.99 \pm$ acre parcel located on the north side of Atlanta Highway, approximately 170 feet west of its intersection with Wallis Road | Zoned H-B / GCOD, Tax Parcel

08047001004 | Proposed Use: office building | * Commission District 1 Gail Chapman, applicant.
a. Engineering: No Comment
b. Traffic: No Comment
c. Utilities: No Comment
4. $\mathbf{3 2 1 0}$ Joe Parker Road Amend conditions of PCD | on a $20.19 \pm$ acre parcel located on the west side of Joe Parker Road, approximately 1,150 feet north of its intersection with Gillsville Highway | Zoned PCD; Tax Parcel 15023000055 | Proposed use: event facility | ** Commission District 3 | El Alamo Properties, LLC, applicant.
a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
b. Traffic: No Comment
c. Utilities: Gainesville/ Hall sewer district- no sewer connection within feasible distance. Septic system requires permit from Environmental Health.
5. 2595 Gillsville Highway | Use Subject to County Commission Approval | 17.110.040(M) for a commercial kennel | on a 10.14 $\pm$ acre parcel located on the north side of Gillsville Highway, approximately 1,300 feet west of its intersection with Jack Bryant Circle | Zoned AR-III \& AR-IV; Tax Parcel 15023000015 | Proposed use: commercial kennel |
** Commission District 3 | Sue Ann Buchanan, 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 wrested vegetation not centerline of stream.
b. Traffic: Driveway permit from GDOT will be required.
c. Utilities: Gainesville/ Hall sewer district: no sewer connection within feasible distance.
6. 5348 Grant Road | Use Subject to County Commission Approval 17.110.040(M) for a commercial kennel | on a 10.69 $\pm$ acre parcel located on the north side of Grant Road, approximately 590 feet west of its intersection with Lee Road | Zoned AR-III; Tax Parcel 11085 000005B | Proposed use: commercial kennel | ${ }^{* *}$ Commission District 2 | Megan Partrick - Bark Camp Farm, 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
b. Traffic: No Comment
c. Utilities: No Comment

| From: | John Hornick (Fire Services) |
| :--- | :--- |
| Sent: | Tuesday, October 31, 2023 4:23 PM |
| To: | Anael Dominguez (CDI: Planning) |
| Cc: | Randi Doveton (CDI: Planning); Michael Vieira (Fire Services) |
| Subject: | Fire Comment |

Monday, December 4, 2023 Hall County Planning Commission Meeting.

1. 3210 Joe Parker Road | Amend conditions of PCD \| on a $20.19 \pm$ acre parcel located on the west side of Joe Parker Road, approximately 1,150 feet north of its intersection with Gillsville Highway | Zoned PCD; Tax Parcel 15023000055 | Proposed use: event facility | ** Commission District 3 | EI Alamo Properties, LLC, applicant.

Hall County Fire Marshal's Office comments:

1) Any amendments, revisions or changes to the approved site development plan / LDP will require a new development 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

## Print

## Planning Commission Comments - December 4, 2023 - Submission \#85867

## Date Submitted: 12/3/2023

Comments completed in the form below will be submitted into the record for the December 4, 2023 meeting of the Hall County Planning Commission.

| First Name* | Last Name* |
| :--- | :--- |
| John Barbieri <br>   |  |

Address1*
3204 Joe Parker Rd

## Address2

$\square$

| City* | State* $^{\text {Zip* }}$ |
| :--- | :--- | :--- | :--- |
| Gainesville GA 30507  <br>     |  |

## Zoning Item for Comment*

4. 3210 Joe Parker Road

Select from the list below which zoning item you would like to register a comment on. Items are listed in the order in which they appear on the agenda.

## Your Comments*

I would like to comment on the proposed event facility on Joe Parker Rd. I live at 3204 Joe Parker Rd, which is right next to where the event center would be. I think having an event center on our little road would be to much.

First off, this is a road with mostly (if not all) residential dwellings on it. On top of that, I believe most of the dwellings, if not all, are single family homes.

The road itself is already fairly narrow, but is also very busy already. There are some families with children (myself included), that live near the property, and having more traffic on the road would be a safety risk.

The noise could also be a nuisance. Our home is about 200' from the property, and we can easily hear anything going on, including all the work that has already been done on the site to prepare it. Before the property was sold, could also hear the previous owner when he was out working on his land, which didn't bother me because as a property owner you are entitled to doing what you want on your land, but there could be hundreds of people that don't own the property on it at one time, and the noise that could be generated would not be the normal land owner type of noise.

Between the road, traffic, and the noise, I do not think it is a good fit our area. I would also like to comment that there is already an event center not even 3/4 of a mile from this location, and it is currently closed (Lydia's Events, near 2672 Gillsville Highway). Would not want to see this business fail and then become run down like that property. While the land was listed for sale, there were already issues of crime, and having a failed business with dwellings could open up a whole can of worms.

To close, I feel like an event center is not the right fit for this area. It will drastically change the way of life for everyone on this road, even if they don't live next to it like myself.

Please write your comments in the box above.

## File Upload

Choose File No file chosen
If you have files, such as photos, videos or text documents to include with your comments, upload them in the box above.

## Would you like follow-up communication?

tenpin784@gmail.com

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


## AGENDA ITEM

## Public Hearing to amend Hall County's Zoning Map as follows:

| REPORT TO: | Work Session (01/08/24) |
| :---: | :---: |
| REPORT TO: | Voting Meeting (01/11/24) |
| ITEM NO: | 715/2023 |
| SUBJECT: | 4549, 4555, 4561, 4567, 4571, 4601, 4607, and 4611 Candlestick Lane \| Amend Conditions | of a Planned Residential Development (PRD) on a combined $3.89 \pm$ acres located on the north side of Candlestick Lane, across from its intersection with Shawnee Drive \| Zoned PRD, Tax Parcels 08067 000045, 000044, 000043, 000042, 000041, 000039, 000038, and 000037 I Proposed Use: 9-unit townhome development | Commission District 2 | RyRoMa Properties, LLC, applicant. |

## Meetings:

Work Session Date: 01/08/24

Executive Summary:
Presenter:
RD
Recommendation:

Voting Meeting Date: $\quad 01 / 11 / 24$

Approval, with conditions:

1. The property shall be developed in accordance with the project narrative submitted on September 8,2023 and site plan dated October 6, 2023 noting 16-foot wide drives on Building One.
2. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards or processes, in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.
3. All new residential building constructed within the subject area must adhere to the surrounding architectural styles, and shall be subject to final review and approval by the Director of Community Development and Infrastructure, or their designee. This includes the allowance of vinyl siding.
4. Only one (1) driveway access point shall serve a single building and all parking shall be properly maintained outside of the right-of-way, with the exception of Building One which may have separate driveways per unit or three if it's a triplex.
5. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
6. Upon completion of construction as described in the submitted plans dated October 6,2023 , an as-built survey shall be submitted prior to issuance of certificates of occupancy for units in each respective building.
7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."
```
Purpose of Request:
4549, 4555, 4561, 4567, 4571, 4601, 4607, and 4611
Candlestick Lane | Amend Conditions of PRD | 9-unit townhome
development | on a combined 3.89\pm acres located on the north side of
Candlestick Lane, across from its intersection with Shawnee Drive |
Zoned PRD, Tax Parcels: 08067 000045, 000044, 000043,
000042, 000041, 000039, 000038, and 000037 | Proposed Use:
9-unit townhome development | Commission District 2 | RyRoMa
Properties, LLC, applicant.
```


## Facts and Issues:

## Options:

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


## Approvals:

| Submit | Approve | Attorney | Administration |
| :---: | :---: | :---: | :---: |
| AD | RD | WLI | CR |
| Clerk |  |  |  |
| AO |  |  |  |

## Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Legal Descriptions
Environmental Health Comments
GDOT Comments
Public Works Comments
Fire Comments
Notice Sign Photo


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: 770.531.6809 | f: 770.531.3902

DIRECTOR<br>Srikanth Yamala<br>PLANNING AND DEVELOPMENT DIRECTOR<br>Randi Doveton<br>DIRECTOR

Randi Doveton

# Hall County Government COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT 

To:<br>Richard Higgins, Chairman<br>Kathy Cooper, District 1 Commissioner Billy Powell, District 2 Commissioner Gregg Poole, District 3 Commissioner Jeff Stowe, District 4 Commissioner<br>Randi Doveton, Director of Planning \& Development<br>December 26, 2023<br>Subject:<br>4549, 4555, 4561, 4567, 4571, 4601, 4607, and 4611 Candlestick Lane | Amend Conditions of PRD | 9-unit townhome development | on a combined $3.89 \pm$ acres | Proposed Use: 9-unit townhome development | RyRoMa Properties, LLC, applicant.

The request before you is the request of RyRoMa Properties, LLC to Amend Conditions of Planned Residential Development (PRD) to allow a 9-unit townhome development. This item is located within Commission District 2.

At their November 20, 2023 meeting, the Hall County Planning Commission voted to recommend approval with seven (7) conditions (5-0).

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

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

## Planning Commission Conditions:

1. The property shall be developed in accordance with the project narrative submitted on September 8, 2023 and site plan dated October 6, 2023 noting 16-foot wide drives on Building One.
2. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards or processes, in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.
3. All new residential building constructed within the subject area must adhere to the surrounding architectural styles, and shall be subject to final review and approval by the Director of Community Development and Infrastructure, or their designee. This includes the allowance of vinyl siding.
4. Only one (1) driveway access point shall serve a single building and all parking shall be properly maintained outside of the right-of-way, with the exception of Building One which may have separate driveways per unit or three if it's a triplex.
5. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
6. Upon completion of construction as described in the submitted plans dated October 6, 2023, an as-built survey shall be submitted prior to issuance of certificates of occupancy for units in each respective building.
7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

## HALL COUNTY PLANNING COMMISSION RECOMMENDATION REPORT


5. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
6. Upon completion of construction as described in the submitted plans dated October 6, 2023, an asbuilt survey shall be submitted prior to issuance of certificates of occupancy for units in each respective building.
7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

## Public Forum:

There were no comments in support or opposition.

## Summary Analysis

The applicant is requesting to amend conditions of a Planned Residential Development (PRD, 17.180.060) to allow for the construction of triplex-style townhouse units on a combined $3.89 \pm$ acres. The subject parcels were rezoned from Residential-II (R-II, 17.80) to Planned Residential Development (PRD, 17.180.060) on 01/17/1996 for single-family and two-family (duplex) dwelling units. The applicant is seeking to amend the existing conditions to construct three residential buildings, with each proposed to contain three one-story, attached dwelling units.

The property was rezoned from R-II to PRD due to a 1989 change in regulations that removed duplexes from the permitted uses within the R-II zoning district. The request to rezone the property to PRD was in order to allow the property to be developed consistently with the surrounding development.
The submitted site plan, dated 10/06/2023, depicts three townhome buildings, identified as Buildings 1, 2, and 3 , each containing three units, for a total of nine units. The three westernmost parcels will be combined and include Building 1, the two middle parcels will be combined for Building 2, and the three easternmost parcels (not contiguous to the rest of the development) will be combined for Building 3. The properties along Candlestick Lane are predominantly developed with duplexes and incorporated into the City of Oakwood.

All proposed buildings will be accessed solely from Candlestick Lane. Building 1 shows an individual driveway for each unit; however, only one driveway access point will be allowed by the Hall County Public Works Department. The site plan shows Buildings 2 and 3 with one driveway each to serve their respective units, ending in a 6-space parking lot directly in front of each building. This allows two spaces for each unit. The portion of Candlestick Lane fronting the proposed development is within the Residential-II (R-II, 17.80) district, in which on-street parking is prohibited (17.250.020), as is also true for the Planned Residential Development (PRD, 17.180.060) district. It should be noted that the portion of the parking area for building 3 that extends into the Candlestick Lane right-of-way will have to be relocated, per Hall County Traffic Engineering comments.

The rear of the property is traversed by a stream that runs roughly parallel to Candlestick Lane. This limits development to the front of the property in order to abide by the 75 -foot impervious stream buffer. Four of the nine proposed patios extend directly to, and potentially encroach upon, this buffer. The submitted plans
do not designate any specific areas as open space; however, with the presence of the stream and the associated 75 -foot impervious buffer, the proposed development will include additional open space.

The development standards for the project are described in the table below and are compared with the current PRD requirements, (17.180.060):

| Standard | PRD Requirement $(\underline{17.180 .060)}$ | Proposed Development |
| :---: | :---: | :---: |
| Site Area | 5 acre minimum | $3.89 \pm$ acres* |
| Number of Units | - | 9 attached townhome units |
| Density | 2 units per acre | 2.31 units per acre* |
| Min. Lot Area | 35,000 sq. ft. | 35,000 sq. ft. |
| Max. Building Height | - | Not specified |
| Min. Open Space | 30\% | Not specified |
| Exterior Buffer | 50 feet | Not specified |
| Front Setback | 25 feet | Building 1: 45 feet from centerline of road <br> Building 2: 65 feet from centerline of road <br> Building 3: 40 feet from property lines |
| Side Setback | 5 feet | 10 feet |
| Rear Setback | 20 feet | 20 feet |
| Parking | 2 spaces per dwelling unit (17.250.020) | 2 spaces per dwelling unit |
| Min. Heated Floor Space | - | Not specified |
| Garage - \% of front façade | $50 \%$ of the width of the townhome unit | Not specified |
| Minimum Sidewalk Width | 5 feet | Not specified |
| Note: Items marked with an asterisk (*) do not conform to $\underline{17.180 .060}$. |  |  |

No variances to the PRD code have been submitted as part of this request; however, the applicant is requesting to amend conditions of a PRD that was established prior to the current version of the PRD ordinance enforced today for new residential developments. The original approval allowed for single-family houses and duplexes, however, triplexes were not included. Additionally, the narrative and site plan indicate a 45 -foot front yard setback and 10-foot side yard setbacks; lot 34 was approved to be developed at a 35 -foot front yard setback and 7-foot side yard setback between lots 33 and 34 .

The proposed development is requesting to allow for 3 attached single story townhome units in contrast to five (5) 4-bedroom duplexes with a modified layout to accommodate septic systems. Additionally, Building 1 is proposed to be located 45 feet from centerline of road, Building 2 is 65 feet from centerline of road, and Building 3 is shown located 40 feet from front property line. No other modifications to the originallyapproved zoning conditions are being requested.

Based on the future land-use plan, staff finds the requested zoning designation is not consistent with the Hall County Comprehensive Plan. The Comprehensive Plan's future land use designation for the subject parcels is "Lake Area Residential." The intent of this land use category is to preserve established neighborhoods and create opportunities for permanent and vacation residences. Future development is envisioned to consist of detached single-family homes at a density of no greater than one unit per acre.

## Zoning Analysis

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

1. Whether the zoning proposal will permit a use that is suitable in view of the use, development and zoning of adjacent and nearby property; The proposed use associated with the requested amendment to the Planned Residential Development (PRD 17.180.060) is similar in use, development and zoning of adjacent and nearby properties; however, higher in density. Most of the nearby properties developed with attached housing units, similar to the proposal, are within the City of Oakwood. Nearby land uses within unincorporated Hall County consist of a mixture of agriculture, detached housing and attached housing.
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; The proposed use of 9 townhouse units will not adversely affect nearby properties. The predominant use of nearby properties along Candlestick Lane is duplex residences.
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, Planned Residential Development (PRD 17.180.060). The submitted rezoning site plan depicts the intent to construct three townhome buildings, each with three dwelling units, for a total of nine residences.
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, schools, police protection, fire protection, public health facilities or emergency medical service; The development of three townhome buildings, each with three dwelling units, should not cause an excessive or burdensome use of the existing streets, utilities or public services.
5. Whether the zoning proposal is in conformity with the policy and intent of the future land use plan for the physical development of the area; The proposed use of a townhome development is not consistent with the Comprehensive Plan's future land use classification of Lake Area Residential. In this land use classification, development is envisioned to consist of detached, single-family homes at a low density, not to exceed 1 dwelling unit per acre. The applicant is proposing attached residences at a density of $\mathbf{2 . 3 1}$ dwelling units per acre.
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. Often it is difficult to determine the effect of a development on adjacent properties until the development is completed.
8. The relative gain to the public as compared to the hardship imposed upon the individual property owner; Staff has not identified a hardship imposed on the property owner as the property is currently zoned.
9. The length of time the property has been vacant as zoned considered in the context of land development in the area in the vicinity of the property; Tax parcels $08067000045, \underline{000044}, \underline{000043}$,
 improvements upon the land. The subject parcels were rezoned from Residential-II (R-II, 17.80) to Planned Residential Development (PRD, 17.180.060) in 1996.
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; however, existing stream buffers limit the space for development of these lots.
11. Whether the change would create an isolated district unrelated to the surrounding districts; The current request is a conditional use request, and is intended to amend conditions of an existing PRD. Per the Official Code of Hall County, the Planned Development District (17.180) is to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment.
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 neighborhood or the county.
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; The Residential- Multi-Family (R-MF, 17.100) district permits the proposed use; however, utilizing the current Planned Residential Development (PRD $\underline{\text { 17.180.060 }}$ ) district may be more appropriate.
15. Whether the need for rezoning could be handled instead by a variance request to the zoning board of adjustment; No, the request could not be handled instead by a variance.
16. Whether there would be an ecological or pollution impact resulting from major modifications to the land if the request is granted; 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 are no anticipated ecological or pollution impacts 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.

A Planned Residential Development (PRD, 17.180.080) allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and encourages maximum use of natural features through proper site planning measures. The development should conform to the existing character and development pattern of the surrounding area.

### 17.350.040. - Submission requirements for a conditional use request

An application shall be submitted to the planning department at least 30 working days prior to the date of the planning commission meeting or zoning board of adjustment meeting at which the application is to be considered. The completed application shall be accompanied by payment of such fee prescribed in chapter 17.30 hereof to cover administrative and advertising costs. The following items of information shall be supplied by the applicant as set forth in chapter 17.350 . The applicant submitted to the planning department more than 30 days prior to the meeting date and has paid the application fee.

### 17.380.050. - Submission requirements for a rezoning request

A. Any person or persons requesting a change in the official zoning map or use subject to approval of the county commission shall file an application with a plat or map of the property attached thereto, together with payment of such fees set forth in chapter 17.30 to cover administrative and advertising costs, in the planning department office. Such person or persons or their authorized agent shall appear in person at the public hearing held to consider the district change. Proposal meets the requirement. Applicant has paid the appropriate fees and understands that someone must be present at both the Hall County Planning Commission meeting and the voting meeting of the Hall County Board of Commissioners.
B. All applications for a change of zoning classification or use subject to approval of the county commission shall include:

1. A narrative statement identifying the existing and proposed use of the property and addressing each of the criteria set forth in section 17.380.060.C of this section [chapter]. Proposal does provide a narrative outlining the intent of the master sign plan; 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. The applicant has submitted a rezoning site plan; however, information about adjacent properties has not been provided.
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 to the applicant's request.
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 standard is not applicable to the applicant's request.

## Development Support and Constraints

## Hall County Environmental Health

In an email dated October 17, 2023, Emily McGahee stated "Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. Submittal of required items to Environmental Health does not guarantee approval."

## Hall County Fire Marshal

In an email dated October 19, 2023, from John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated, "The Hall County Fire Marshal's Office has no comments as proposed."

## Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated October 19, 2023, Director Bill Nash stated the following:

## 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 wrested vegetation not centerline of stream.

## Traffic:

No parking on right-of-way permitted. A portion of the parking lot for building 3 is shown on the right-ofway and will need to be relocated. As shown, driveways for building 1 do not appear to meet driveway regulations (code 12.40).

## Utilities:

City of Oakwood sewer district.
Health department approval required for on-site septic.

## Georgia Department of Transportation

In an email dated October 16, 2023, Veronica Chavers, D1TO Civil Engineer III, stated that GDOT coordination would not be required for this request.

## $>$ Excerpts from the minutes of the November 20, 2023 meeting

## Applicant's Presentation:

Katie Greenway, Principal Planner, presented a summary of the request.

Reid Irwin, 945 Island Bluff Lane, Buford, presented the request.

## Public Forum:

There were no comments in support or opposition.

## Planning Commission Comments:

Mr. Hunt questioned whether the driveway standards are being met on Building 1. Ms. Garmon stated the application would have to go through Development Review and all regulations must be met.

Motion: A motion to approve, with conditions was made by Mr. Hunt and seconded by Ms. Pilcher. Vote: 50

Conditions:

1. The property shall be developed in accordance with the project narrative submitted on September 8, 2023 and site plan dated October 6, 2023 noting 16-foot wide drives on Building One.
2. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards or processes, in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.
3. All new residential building constructed within the subject area must adhere to the surrounding architectural styles, and shall be subject to final review and approval by the Director of Community Development and Infrastructure, or their designee. This includes the allowance of vinyl siding.
4. Only one (1) driveway access point shall serve a single building and all parking shall be properly maintained outside of the right-of-way, with the exception of Building One which may have separate driveways per unit or three if it's a triplex.
5. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
6. Upon completion of construction as described in the submitted plans dated October 6, 2023, an as-built survey shall be submitted prior to issuance of certificates of occupancy for units in each respective building.
7. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

## ZONING APPLICATION

## Applicant (Name \& Mailing Address)

| RyRoma Properties, LLC |
| :--- |
| 4890 Serene Shores Dr. |
| Gainesville, Georgia 30504 |
| Phone $770-543-8707$ |

Property Owner (Name \& Mailing Address) RyRoMa Properties, LLC
4890 Serene Shores Dr.
Gainesville, Georgia 30504
Phone


Email Address maxdecook1@gmail.com Email Address maxdecook1@gmail.com

Proposed Use Multi-Family development

Contact Person (Name \& Mailing Address)

## Max Decook

4890 Serene Shores Dr.
Gainesville, Georgia 30504
Phone 336-409-0931
Email Address maxdecook1@gmail.com

Status of Applicant
Owner

- Option to Purchase
- Area Resident
- Other

Requested Action
Existing Zoning: PRD
Rezone to: $\qquad$
Fee:\$
Receipt \#: $\qquad$
Check \#: $\qquad$

Tax Parcel Number $08067000037,38,39,41,-45$
Acreage 3.89

## Location Address Candlestick Lane. Hall County. Georgia

I hereby certify that the above information and all attached information are true and correct.
Sign $\qquad$ Date


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 <br> Staff Use Only

$\qquad$ Date: $\qquad$

## Application Date:

$\qquad$ Taken by: $\qquad$
Tentative Planning Commission Date: $\qquad$ Tentative County Commission Date: $\qquad$
County Commission District: $\qquad$

## 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** $\qquad$ I have not

within the two years immediately preceding this date, made any contributions) 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 Officials):
Dollar Amount:


Applicant's/Owner's Signature:
$\qquad$

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


Office: $\qquad$

Date of Contribution: $\qquad$
Date:


## Narrative

## Existing Use:

The property is currently an undeveloped site in a residential subdivision.

## Proposed Use:

The proposed use of the property is to propose 3 one-story multi-family developments on 8 lots, 3.89 acre, in a single-family residential neighborhood.

Current Zoning: PRD - Planned Residential Development
Proposed Zoning: PRD - Planned Residential Development

## Development Standards and Buffers:

Based on the Hall County PRD municode, the following setbacks are given for the subject property: A minimum front yard setback either $65^{\prime}$ from the centerline or $40^{\prime}$ from the property line whichever is greater, a minimum side yard setback from the property line of 10 feet, a minimum rear yard setback from the property line of 20 feet.

A minimum of two trees per lot shall be provided and/ or preserved in the front, side, and rear yard of the property.

A minimum area lot of 35,000 sf will apply.

## Proposed Signage:

There will be no additional signage proposed for the development.

## Proposed Lighting:

The development is part of an existing neighborhood, no additional lighting will be proposed.

## Traffic and Parking:

Every unit will have a separate driveway to keep the neighborhood uniform.

## Water and Wastewater:

Water will be provided by the City of Gainesville.
Wastewater will be handled with onsite septic. A level 4 report was conducted on our site to see if the soils are suitable for an onsite septic system. Lots 4555,4607 , and 4571 have soils suitable to handle the onsite septic system and the septic system will be placed on those lots.


## Kimley»)Horn





Applicant: RYROMA PROPERTIES, LLC
Tax Parcel \#: 08067 000045, 000044, 000043, 000042, 000041, 000039, 000038, \& 000037 Location: 4549, 4555, 4561, 4567, 4571, 4601, 4607,



Applicant: RYROMA PROPERTIES, LLC
Tax Parcel \#: 08067 000045, 000044, 000043, 000042, 000041, 000039, 000038, \& 000037
Location: 4549, 4555, 4561, 4567, 4571, 4601, 4607,
\& 4611 CANDLESTICK LANE, OAKWOOD, GA, 30566
Commission District $2 \quad$ PC Mtg. Date: 11/20/23

60

## LOT 4549 LEGAL DESCRIPTION

From the POINT OF BEGINNING; Thence, N $61^{\circ} 54{ }^{\prime} 10.7^{\prime \prime}$ E for a distance of 86.6085 feet to a point on a line.

Thence, $\mathrm{S} 62^{\circ} 48^{\prime} 02.1^{\prime \prime} \mathrm{E}$ for a distance of 15.3477 feet to a point on a line. Thence, S $20^{\circ} 57^{\prime} 08.6^{\prime \prime} \mathrm{E}$ for a distance of 200.3153 feet to a point on a line. Thence, $\mathrm{S} 77^{\circ} 06^{\prime} 51.4^{\prime \prime} \mathrm{W}$ for a distance of 100.0000 feet to a point on a line. thence $\mathrm{N} 20^{\circ} 05^{\prime} 00.6^{\prime \prime} \mathrm{W}$ a distance of 186.9651 feet to the POINT OF BEGINNING;

## LOT 4555 LEGAL DESCRIPTION

From the POINT OF BEGINNING; Thence, S $72^{\circ} 36^{\prime} 51.4^{\prime \prime} \mathrm{W}$ for a distance of 111.6000 feet to a point on a line. Thence, N $20^{\circ} 57^{\prime} 08.6^{\prime \prime} \mathrm{W}$ for a distance of 200.3153 feet to a point on a line. Thence, $\mathrm{S} 62^{\circ} 48^{\prime} 02.1^{\prime \prime} \mathrm{E}$ for a distance of 75.3349 feet to a point on a line. Thence, $\mathrm{N} 40^{\circ} 08^{\prime} 15.5^{\prime \prime} \mathrm{E}$ for a distance of 57.4612 feet to a point on a line. Thence, $\mathrm{N} 69^{\circ} 43^{\prime} 14.3^{\prime \prime} \mathrm{E}$ for a distance of 0.8205 feet to a point on a line. thence S $24^{\circ} 09^{\prime} 08.6^{\prime \prime}$ E a distance of 179.1884 feet to the POINT OF BEGINNING;

## LOT 4561 LEGAL DESCRIPTION

From the POINT OF BEGINNING; Thence, S $58^{\circ} 37^{\prime} 51.4^{\prime \prime} \mathrm{W}$ for a distance of 115.0000 feet to a point on a line.

Thence, $\mathrm{N} 24^{\circ} 09^{\prime} 08.6^{\prime \prime} \mathrm{W}$ for a distance of 179.1884 feet to a point on a line. Thence, $\mathrm{N} 69^{\circ} 43^{\prime} 14.3^{\prime \prime} \mathrm{E}$ for a distance of 52.6478 feet to a point on a line. Thence, $\mathrm{N} 06^{\circ} 11^{\prime} 52.1^{\prime \prime} \mathrm{E}$ for a distance of 46.5722 feet to a point on a line. Thence, $\mathrm{N} 56^{\circ} 14^{\prime} 18.0^{\prime \prime} \mathrm{E}$ for a distance of 6.9166 feet to a point on a line. thence S $32^{\circ} 54^{\prime} 45.7^{\prime \prime}$ E a distance of 204.9205 feet to the POINT OF BEGINNING;

## LOT 4567 LEGAL DESCRIPTION

From the POINT OF BEGINNING; Thence, S $53^{\circ} 52^{\prime} 51.4^{\prime \prime} \mathrm{W}$ for a distance of 104.0000 feet to a point on a line.

Thence, N $32^{\circ} 54^{\prime} 45.7^{\prime \prime} \mathrm{W}$ for a distance of 204.9205 feet to a point on a line. Thence, $\mathrm{N} 56^{\circ} 14^{\prime} 18.0^{\prime \prime} \mathrm{E}$ for a distance of 40.7982 feet to a point on a line. Thence, $\mathrm{N} 41^{\circ} 09^{\prime} 22.6^{\prime \prime} \mathrm{E}$ for a distance of 44.8249 feet to a point on a line. thence $\mathrm{S} 38^{\circ} 17^{\prime} 08.6^{\prime \prime}$ E a distance of 212.9473 feet to the POINT OF BEGINNING;

From the POINT OF BEGINNING; Thence, S $50^{\circ} 05^{\prime} 51.4^{\prime \prime} \mathrm{W}$ for a distance of 105.0000 feet to a point on a line.

Thence, N $38^{\circ} 17^{\prime} 08.6^{\prime \prime} \mathrm{W}$ for a distance of 212.9473 feet to a point on a line. Thence, $\mathrm{N} 41^{\circ} 09^{\prime} 22.6^{\prime \prime} \mathrm{E}$ for a distance of 10.0895 feet to a point on a line. Thence, $\mathrm{N} 56^{\circ} 38^{\prime} 45.7^{\prime \prime} \mathrm{E}$ for a distance of 73.5254 feet to a point on a line. Thence, $\mathrm{N} 04^{\circ} 38^{\prime} 53.1^{\prime \prime} \mathrm{W}$ for a distance of 10.2730 feet to a point on a line. Thence, $\mathrm{S} 42^{\circ} 29^{\prime} 05.4^{\prime \prime} \mathrm{E}$ for a distance of 31.7229 feet to a point on a line. thence $\mathrm{S} 42^{\circ} 36^{\prime} 11.5^{\prime \prime}$ E a distance of 182.9471 feet to the POINT OF BEGINNING;

From the POINT OF BEGINNING; Thence, N $36^{\circ} 45^{\prime} 18.6^{\prime \prime}$ E for a distance of 17.1466 feet to a point on a line.

Thence, $\mathrm{N} 61^{\circ} 53^{\prime} 51.8^{\prime \prime} \mathrm{E}$ for a distance of 50.3623 feet to a point on a line. Thence, $\mathrm{N} 34^{\circ} 27^{\prime} 23.2^{\prime \prime} \mathrm{E}$ for a distance of 36.9508 feet to a point on a line. Thence, N $37^{\circ} 16^{\prime} 31.0^{\prime \prime} \mathrm{E}$ for a distance of 6.1811 feet to a point on a line. Thence, $\mathrm{S} 39^{\circ} 31^{\prime} 55.6^{\prime \prime} \mathrm{E}$ for a distance of 21.4614 feet to a point on a line. Thence, S $39^{\circ} 31^{\prime} 55.6^{\prime \prime} \mathrm{E}$ for a distance of 198.0313 feet to a point on a line. Thence, $\mathrm{S} 50^{\circ} 12^{\prime} 51.4^{\prime \prime} \mathrm{W}$ for a distance of 100.0000 feet to a point on a line. Thence, $\mathrm{N} 41^{\circ} 33^{\prime} 56.9^{\prime \prime} \mathrm{W}$ for a distance of 194.5405 feet to a point on a line. thence $\mathrm{N} 41^{\circ} 25^{\prime} 14.5^{\prime \prime} \mathrm{W}$ a distance of 19.8410 feet to the POINT OF BEGINNING;

From the POINT OF BEGINNING; Thence, S $42^{\circ} 45{ }^{\prime} 51.4^{\prime \prime} \mathrm{W}$ for a distance of 34.8723 feet to a point on a line.

Thence, N $39^{\circ} 31^{\prime} 55.6^{\prime \prime} \mathrm{W}$ for a distance of 198.0313 feet to a point on a line. Thence, $\mathrm{N} 39^{\circ} 31^{\prime} 55.6^{\prime \prime} \mathrm{W}$ for a distance of 21.4614 feet to a point on a line. Thence, $\mathrm{N} 37^{\circ} 16^{\prime} 31.0^{\prime \prime} \mathrm{E}$ for a distance of 71.9504 feet to a point on a line. Thence, $\mathrm{N} 40^{\circ} 59^{\prime} 30.8^{\prime \prime} \mathrm{E}$ for a distance of 48.5620 feet to a point on a line. Thence, $\mathrm{S} 33^{\circ} 29^{\prime} 41.8^{\prime \prime} \mathrm{E}$ for a distance of 16.4890 feet to a point on a line. Thence, $\mathrm{S} 33^{\circ} 29^{\prime} 41.8^{\prime \prime} \mathrm{E}$ for a distance of 165.5300 feet to the beginning of a nontangential curve, Said curve turning to the left through $62^{\circ} 05^{\prime} 50.8^{\prime \prime}$, having a radius of 50.0000 feet, and whose long chord bears $\mathrm{S} 09^{\circ} 48^{\prime} 14.2^{\prime \prime} \mathrm{W}$ for a distance of 51.5767 feet to the beginning of a non-tangential curve.
Said curve turning to the right through $71^{\circ} 46^{\prime} 59.8^{\prime \prime}$, having a radius of 30.0000 feet, and whose long chord bears $\mathrm{S} 06^{\circ} 03^{\prime} 20.9^{\prime \prime} \mathrm{W}$ for a distance of 35.1753 feet to the POINT OF BEGINNING.

## LOT 4611 LEGAL DESCRIPTION

From the POINT OF BEGINNING; Thence, N $40^{\circ} 59^{\prime} 30.8^{\prime \prime} \mathrm{E}$ for a distance of 18.8835 feet to a point on a line.

Thence, $\mathrm{N} 45^{\circ} 31^{\prime} 40.2^{\prime \prime} \mathrm{E}$ for a distance of 37.9952 feet to a point on a line. Thence, $\mathrm{N} 00^{\circ} 20^{\prime} 10.5^{\prime \prime} \mathrm{E}$ for a distance of 78.7264 feet to a point on a line. Thence, $\mathrm{N} 20^{\circ} 37^{\prime} 30.1^{\prime \prime} \mathrm{E}$ for a distance of 27.5451 feet to a point on a line. Thence, S $31^{\circ} 13^{\prime} 08.6^{\prime \prime} \mathrm{E}$ for a distance of 368.7259 feet to a point on a line. Thence, $\mathrm{S} 72^{\circ} 47^{\prime} 51.4^{\prime \prime} \mathrm{W}$ for a distance of 55.0000 feet to the beginning of a nontangential curve, Said curve turning to the left through an angle of $141^{\circ} 07^{\prime} 23.7^{\prime \prime}$, having a radius of 50.0000 feet, and whose long chord bears $\mathrm{N} 68^{\circ} 35^{\prime} 08.6^{\prime \prime} \mathrm{W}$ for a distance of 94.3000 feet to a point of intersection with a non-tangential line.
Thence, $\mathrm{N} 33^{\circ} 29^{\prime} 41.8^{\prime \prime} \mathrm{W}$ for a distance of 165.5300 feet to a point on a line. thence N $33^{\circ} 29^{\prime} 41.8^{\prime \prime} \mathrm{W}$ a distance of 16.4890 feet to the POINT OF BEGINNING;

From: Emily McGahee (Environmental Health)<br>Sent: Tuesday, October 17, 2023 3:28 PM<br>To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)<br>Cc: Beth Garmon (CDI: Planning); Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)<br>Subject:<br>HCPC Tentative Agenda 11.20.23

Please find Environmental Health comments below:

Item 1, 6538 County Line Road, Montano: A 2 lot subdivision plat has been submitted to the Hall County Plat Review Team, which can be approved by Environmental Health. The 3 lot subdivision submitted has not been submitted to the Plat Review Team for review/approval. Additional soils and site visits will be required. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process.

Item 2A/2B, 5013 Pleasant View Circle, Hix: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available. An existing system evaluation/site visit will be required for system serving existing home on property.

Item 3, 3998 Sundown Drive, Randolph: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available. An existing system evaluation/site visit will be required for system serving existing home on property. Additional requirements apply if increasing the number of bedrooms.

Item 4, Candlestick Lane, RyRoMa: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. Submittal of required items to Environmental Health does not guarantee approval.

Item 5, 3955/4035 Leach Road, Shadowstone: The entire development (all pods) must be developed on public or EPD permitted sewer/septic system. No onsite sewage management systems to be permitted by Environmental Health. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

## Emily McGahee

Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973
(770) 531-6767 (fax)

| From: | Chavers, Veronica E [VChavers@dot.ga.gov](mailto:VChavers@dot.ga.gov) |
| :--- | :--- |
| Sent: | Monday, October 16, 2023 1:00 PM |
| To: | Anael Dominguez (CDI: Planning) |
| Subject: | RE: Tentative Planning Agenda for November 20, 2023 |

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

See comments below.

Veronica Chavers
DITO Civil Engineer 4

District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533 .8488 office
706.818 .4828 cell

From: Anael Dominguez (CDI: Planning) [adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)
Sent: Thursday, October 12, 2023 9:51 AM
Subject: Tentative Planning Agenda for November 20, 2023

Good morning -

Here is the Tentative Agenda and Maps for the Monday, November 20, 2023 Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development.
Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by Thursday, October 19 ${ }^{\text {th }}$. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

## CALL TO ORDER

## AGENDA REVIEW

## APPROVAL OF MINUTES - November 6, 2023

## NEW BUSINESS

1. 6538 County Line Road Variance $\mid 16.50 .040$ | to reduce the road frontage requirement from 90 feet to 50 feet | on a $1.97 \pm$ acre parcel located on the northwest side of County Line Road, across from its intersection with Booker

Farm Drive | Zoned AR-IV, Tax Parcel 15006D000005 (pt.) | Proposed Use: 3-lot subdivision | * Commission District 3 | Meden Montano, applicant. No GDOT coordination required
2. (A) 5013 Pleasant View Circle | Variance | 17.240 .010 | to reduce the right side yard setback from 10 feet to 5 feet I on a $0.46 \pm$ acre parcel located on the west side of Pleasant View Circle, approximately 206 feet north of its intersection with Stephens Road | Zoned R-I, Tax Parcel 08065000003 HH | Proposed Use: detached garage ل* Commission District 2 | Keith E. Hix, applicant. No GDOT coordination required
(B) 5013 Pleasant View Circle | Variance | 17.240.010 | to reduce the rear yard setback from 20 feet to 5 feet | on a $0.46 \pm$ acre parcel located on the west side of Pleasant View Circle, approximately 206 feet north of its intersection with Stephens Road | Zoned R-I, Tax Parcel 08065000003 HH | Proposed Use: detached garage |* Commission District $2 \mid$ Keith E. Hix, applicant. No GDOT coordination required
3. 3998 Sundown Drive | Variance | 17.240 .010 | to reduce the rear yard setback requirement from 20 feet to 1 foot Lon a $0.43 \pm$ acre tract, located on the north side of Sundown Drive, approximately 760 feet east of its intersection with Hardy Road | Zoned R-I, Tax Parcel 10121000025 | Proposed Use: residential addition | ${ }^{*}$ Commission District 2 Cedric \& Lynne Randolph, applicant. No GDOT coordination required
4. $4549,4555,4561,4567,4571,4601,4607$, and 4611 Candlestick Lane \| Amend Conditions of PRD |9-unit townhome development | on a combined $3.89 \pm$ acres located on the north side of Candlestick Lane, across from its intersection with Shawnee Drive | Zoned PRD, Tax Parcels: $08067000045,000044,000043,000042,000041$, 000039,000038 , and 000037 | Proposed Use: 9-unit townhome development |** Commission District 2 ل RyRoMa Properties, LLC, applicant. No GDOT coordination required
5. 3955 \& 4035 Leach Road | Rezone | from Agricultural Residential III (AR-III) and Residential I (R-I) to Planned Residential Development (PRD) | on a combined $174.44 \pm$ acres located on both the east and west sides of Leach Road, north of the intersection of Leach Road and Red Bird Circle | Zoned AR-III and R-I; Tax Parcels 10033 000001 \& 10050000008 | Proposed use: 307-Iot detached single-family development | ** Commission District 2 | Shadow Stone Partners, LLC, applicant. No GDOT coordination required
*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, January 11, 2024 at 6:00 p.m. at the Hall County Government Center, $2^{\text {nd }}$ 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, January 11, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, $2^{\text {nd }}$ 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


HALL COUNTY
路 Ameit all i=1 hall

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.


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

# Hall County Government COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PUBLIC WORKS AND UTILITIES 

MEMORANDUM

T0: $\quad$ Randi Doveton, Director of Planning and Development

From: $\quad$ Bill Nash, Director of Public Works and Utilities

Date: October 19, 2023
t: 770.531.6800 | f: 770.531.3945
Subject: $\quad$ November 20, 2023 - Hall County Planning Commission Agenda

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

## NEW BUSINESS

1. 6538 County Line Road | Variance | 16.50.040 | to reduce the road frontage requirement from 90 feet to 50 feet \| on a $1.97 \pm$ acre parcel located on the northwest side of County Line Road, across from its intersection with Booker Farm Drive | Zoned AR-IV, Tax Parcel 15006D000005 (pt.) | Proposed Use: 3-Iot subdivision | * Commission District 3 | Meden Montano, applicant.
a. Engineering: Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. Traffic: No Comment
c. Utilities: No Sewer utilities within feasible distance
2. (A) 5013 Pleasant View Circle | Variance 17.240 .010 | to reduce the right side yard setback from 10 feet to 5 feet $\mid$ on a $0.46 \pm$ acre parcel located on the west side of Pleasant View Circle, approximately 206 feet north of its intersection with Stephens Road | Zoned R-I, Tax Parcel 08065000003 HH | Proposed Use: detached garage | * Commission District 2 | Keith E. Hix, applicant. (B) 5013 Pleasant View Circle | Variance 17.240 .010 to reduce the rear yard setback from 20 feet to 5 feet $\mid$ on a $0.46 \pm$ acre parcel located on the west side of Pleasant View Circle, approximately 206 feet north of its intersection with Stephens Road I Zoned R-I, Tax Parcel 08065 $000003 \mathrm{HH} \mid$ Proposed Use: detached garage ${ }^{*}$ Commission District 2 Keith E. Hix, applicant.
a. Engineering: No Comment
b. Traffic: No Comment
c. Utilities: No Comment
3. 3998 Sundown Drive | Variance | $17.240 .010 \mid$ to reduce the rear yard setback requirement from 20 feet to 1 foot | on a $0.43 \pm$ acre tract, located on the north side of Sundown Drive, approximately 760 feet east of its intersection with Hardy Road | Zoned R-I, Tax Parcel 10121000025 | Proposed Use: residential addition ل* Commission District 2 |Cedric \& Lynne Randolph, applicant.
a. Engineering: No Comment
b. Traffic: No Comment
c. Utilities: No Comment
4. $4549,4555,4561,4567,4571,4601,4607$, and 4611 Candlestick Lane
$\mid$ Amend Conditions of PRD | 9-unit townhome development | on a combined $3.89 \pm$ acres located on the north side of Candlestick Lane, across from its intersection with Shawnee Drive \| Zoned PRD, Tax Parcels: $08067000045,000044,000043,000042,000041,000039$, 000038 , and 000037 | Proposed Use: 9-unit townhome development | ** Commission District 2 | RyRoMa Properties, LLC, applicant.
a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
Show FEMA and Hall County studied Flood plains that are present on site
b. Traffic: No parking on right-of-way permitted. A portion of the parking lot for building 3 is shown on the right-of-way and will need to be relocated. As shown, driveways for building 1 do not appear to meet driveway regulations (code 12.40).
c. Utilities: City of Oakwood sewer district

Health department approval required for on-site septic.
5. 3955 \& 4035 Leach Road | Rezone | from Agricultural Residential III (AR-III) and Residential I (R-I) to Planned Residential Development (PRD) on a combined $174.44 \pm$ acres located on both the east and west sides of Leach Road, north of the intersection of Leach Road and Red Bird Circle | Zoned AR-III and R-I; Tax Parcels 10033000001 \& 10050 000008 | Proposed use: 307-Iot detached single-family development [** Commission District 2 | Shadow Stone Partners, LLC, applicant.
a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
Show FEMA and Hall County studied Flood plains that are present on site.
b. Traffic: Recommend a condition that requires the recommendations outlined in the traffic impact study be implemented and all costs associated with the improvements be the financial responsibility of the applicant/ developer.
c. Utilities: Gainesville/ Hall sewer district: no sewer connection within feasible distance.

| From: | John Hornick (Fire Services) |
| :--- | :--- |
| Sent: | Thursday, October 19, 2023 4:29 PM |
| To: | Anael Dominguez (CDI: Planning) |
| Cc: | Randi Doveton (CDI: Planning) |
| Subject: | Fire Comment |

Monday, November 20, 2023 Hall County Planning Commission Meeting.

1. $4549,4555,4561,4567,4571,4601,4607$, and 4611 Candlestick Lane $\mid$ Amend Conditions of PRD ${ }^{\text {9-unit }}$ townhome development | on a combined $3.89 \pm$ acres located on the north side of Candlestick Lane, across from its intersection with Shawnee Drive I Zoned PRD, Tax Parcels: 08067 000045, 000044, 000043, 000042, 000041, 000039, 000038, and 000037 | Proposed Use: 9-unit townhome development ${ }^{* *}$ Commission District 2 RyRoMa Properties, LLC, 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



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

## AGENDA ITEM

## Public Hearing to amend Hall County's Zoning Map as follows:

## REPORT TO: <br> REPORT TO: <br> <br> Work Session (01/08/24) <br> <br> Work Session (01/08/24) <br> <br> Voting Meeting (01/11/24)

 <br> <br> Voting Meeting (01/11/24)}
## ITEM NO:

## SUBJECT:

712/2023
$\mathbf{3 9 5 5} \mathbf{\&} 4035$ Leach Road | Rezone | from Agricultural Residential III (AR-
III) and Residential I (R-I) to Planned Residential Development (PRD) | on
a combined $174.44 \pm$ acres Iocated on both the east and west sides of
Leach Road, north of the intersection of Leach Road and Red Bird Circle |
Zoned AR-III and R-I; Tax Parcels $1003300001 \& 10050000008$ |
Proposed use: $\mathbf{3 0 7 - l o t}$ detached single-family development
| Commission District 2 | Shadow Stone Partners, LLC, applicant.

## Meetings:

Work Session Date: 01/08/24

## Executive Summary:

## Presenter:

RD

## Recommendation:

Approval, with conditions:

1. Development is approved with a maximum density limited to 1.76 dwelling units per acre and as described in the project narrative, modified as necessary for compliance with development standards enforced at the time of site plan approval. The total number of lots in all phases shall not exceed 307. Minor changes can be approved by the Planning Director of Community Development and Infrastructure, or their designee provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards.
2. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards, or processes, in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.
3. The minimum heated floor area (HFA) shall be 1,900 square feet. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Final review and approval is subject to the Director of Community Development and Infrastructure, or their designee.
4. All lots shall access internal subdivision roads only. No lot shall have direct access to Leach Road, with the exception of lots designated as amenity site, drip fields, and open space.
5. Each phase of the development shall meet minimum access requirements, subject to review and approval by the Hall County Fire Marshals.
6. An access easement at a minimum of 10 feet in width shall be reserved for off-street pedestrian, bicycle, or similar modes of transportation to
accommodate connectivity between the phases. Access easements are required to be recorded prior to the sale of any home sites adjacent to the proposed points of access. Prior to the sale of any home sites in the project, it shall be clearly stated the intent to make the connection so potential buyers are made aware. The easement shall be owned and maintained by the Developer and then transferred to the HOA once one is established.
7. The recommendations of the traffic study conducted by Southeastern Engineering in August of 2023 shall be implemented as part of the development process. These improvements include those listed as the proposed driveway intersection improvements for Driveways $\mathrm{A}, \mathrm{B}$, and C as described in the application materials. All improvements shall be at the Developer's cost.
8. The development shall be limited to a maximum of three (3) model homes per phase prior to approval and recording of the final plat.
9. All amenities described in the submitted letter of intent are to be constructed within the development. The main amenity area shall be constructed before the final certificate of occupancy in the first phase is issued. Each phase is required to internally feature at least one of the following amenities, which shall be installed before $50 \%$ of the certificates of occupancy are issued for each respective phase:
a. Playground
b. Pocket Park
c. Walking trail/path connective to the rest of the development, separate from the five-foot sidewalk required adjacent to internal streets (17.180.060(B)(7)).
10. The 25 -foot and 50 -foot undisturbed stream buffers must be fully maintained on HOA common space and shall not encroach onto any individual residential building lot. However, individual residential lots may include the 75 -foot impervious setback limits associated with state waters.
11. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
12. No variances or development exceptions not specifically listed in these conditions of approval are granted. Relief is granted from the following requirement:
a. $\quad 17.180 .060(B)$. Setbacks. The front yard setback may be reduced from 25 feet to 20 feet for single family detached residences per the submitted site plan, no garage shall be closer than 25 feet from the back of sidewalk.
b. Density and Minimum Lot Size. The development shall have a maximum density of 1.76 units per acre, and a minimum lot area of 7,200 square foot.
c. Garages. The garage of each residence within the development shall not exceed $55 \%$ of the front façade of the home. The garage shall not be required to be a recessed design.
d. The required 50 -foot PRD transitional buffer allow for grading and replanting if needed.
13. Developer/HOA will maintain the Land Application System(LAS) and any conveyances to the Private Wastewater system. Perpendicular crossings within existing right-of-way shall be allowed, where necessary for required road crossings for installation/conveyance purposes. Should any portion of the system encroach into any proposed right-of-way within the development, all proposed rights-of-way within the development shall be privately owned and maintained.
14. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

## Purpose of Request:

## History:

3955 \& 4035 Leach Road | Rezone | from Agricultural Residential III (AR-III) and Residential I (R-I) to Planned Residential
Development (PRD) | on a combined $174.44 \pm$ acres located on both the east and west sides of Leach Road, north of the intersection of Leach Road and Red Bird Circle | Zoned AR-III and R-I; Tax Parcels 10033000001 \& 10050000008 | Proposed use: 307-lot detached single-family development | Commission District 2 | Shadow Stone Partners, LLC, applicant.

## Facts and Issues:

## Options:

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

Approvals:

| Submit | Approve | Attorney | Administration |
| :---: | :---: | :---: | :---: |
| AD | RD | WLI | CR |
| Clerk |  |  |  |
| AO |  |  |  |

## Attachments:

Board Memo
Recommendation Report
Application
Narrative
Site Plan
Maps
Traffic Study
Environmental Health Comments
GDOT Comments
Public Works Comments
Tax Assessors Comments
Fire Comments
Public Comments
Notice Sign Photos

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503
t: 770.531.6809 | f: 770.531.3902

DIRECTOR<br>Srikanth Yamala<br>PLANNING AND DEVELOPMENT<br>DIRECTOR<br>Randi Doveton

# Hall County Government COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PLANNING AND DEVELOPMENT 

To:<br>From:<br>Date:<br>Subject:

The request before you is the request of Shadow Stone Partners, LLC to Rezone from Agricultural Residential III (AR-III) and Residential I (R-I) to Planned Residential Development (PRD) to allow a 307-lot detached singlefamily development. This item is located within Commission District 2.

At their November 20, 2023 meeting, the Hall County Planning Commission voted to recommend approval with fourteen (14) conditions (5-0).

There was one (1) public comment submitted in advance of the Planning Commission meeting, one (1) person spoke in favor, and seven (7) people spoke in opposition during the public hearing.

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

## Planning Commission Conditions:

1. Development is approved with a maximum density limited to 1.76 dwelling units per acre and as described in the project narrative, modified as necessary for compliance with development standards enforced at the time of site plan approval. The total number of lots in all phases shall not exceed 307. Minor changes can be approved by the Planning Director of Community Development and Infrastructure, or their designee_provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards.
2. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede
development standards, or processes, in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.
3. The minimum heated floor area (HFA) shall be 1,900 square feet. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Final review and approval is subject to the Director of Community Development and Infrastructure, or their designee.
4. All lots shall access internal subdivision roads only. No lot shall have direct access to Leach Road, with the exception of lots designated as amenity site, drip fields, and open space.
5. Each phase of the development shall meet minimum access requirements, subject to review and approval by the Hall County Fire Marshals.
6. An access easement at a minimum of 10 feet in width shall be reserved for off-street pedestrian, bicycle, or similar modes of transportation to accommodate connectivity between the phases. Access easements are required to be recorded prior to the sale of any home sites adjacent to the proposed points of access. Prior to the sale of any home sites in the project, it shall be clearly stated the intent to make the connection so potential buyers are made aware. The easement shall be owned and maintained by the Developer and then transferred to the HOA once one is established.
7. The recommendations of the traffic study conducted by Southeastern Engineering in August of 2023 shall be implemented as part of the development process. These improvements include those listed as the proposed driveway intersection improvements for Driveways A, B, and C as described in the application materials._All improvements shall be at the Developer's cost.
8. The development shall be limited to a maximum of three (3) model homes per phase prior to approval and recording of the final plat.
9. All amenities described in the submitted letter of intent are to be constructed within the development. The main amenity area shall be constructed before the final certificate of occupancy in the first phase is issued. Each phase is required to internally feature at least one of the following amenities, which shall be installed before $50 \%$ of the certificates of occupancy are issued for each respective phase:
a. Playground
b. Pocket Park
c. Walking trail/path connective to the rest of the development, separate from the five-foot sidewalk required adjacent to internal streets (17.180.060(B)(7)).
10. The 25 -foot and 50 -foot undisturbed stream buffers must be fully maintained on HOA common space and shall not encroach onto any individual residential building lot. However, individual residential lots
may include the 75-foot impervious setback limits associated with state waters.
11. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
12. No variances or development exceptions not specifically listed in these conditions of approval are granted. Relief is granted from the following requirement:
a. $\quad 17.180 .060(B)$. Setbacks. The front yard setback may be reduced from 25 feet to 20 feet for single family detached residences per the submitted site plan, no garage shall be closer than 25 feet from the back of sidewalk.
b. Density and Minimum Lot Size. The development shall have a maximum density of 1.76 units per acre, and a minimum lot area of 7,200 square foot.
c. Garages. The garage of each residence within the development shall not exceed $55 \%$ of the front façade of the home. The garage shall not be required to be a recessed design.
d. The required 50-foot PRD transitional buffer allow for grading and replanting if needed.
13. Developer/HOA will maintain the Land Application System (LAS) and any conveyances to the Private Wastewater system. Perpendicular crossings within existing right-of-way shall be allowed, where necessary for required road crossings for installation/conveyance purposes. Should any portion of the system encroach into any proposed right-of-way within the development, all proposed rights-of-way within the development shall be privately owned and maintained.
14. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

## HALL COUNTY PLANNING COMMISSION RECOMMENDATION REPORT



## Planning Commission Conditions:

1. Development is approved with a maximum density limited to 1.76 dwelling units per acre and as described in the project narrative, modified as necessary for compliance with development standards enforced at the time of site plan approval. The total number of lots in all phases shall not exceed 307. Minor changes can be approved by the Planning Director of Community Development and Infrastructure, or their designee_provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards.
2. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards, or processes, in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.
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6. An access easement at a minimum of 10 feet in width shall be reserved for off-street pedestrian, bicycle, or similar modes of transportation to accommodate connectivity between the phases. Access easements are required to be recorded prior to the sale of any home sites adjacent to the proposed points of access. Prior to the sale of any home sites in the project, it shall be clearly stated the intent to make the connection so potential buyers are made aware. The easement shall be owned and maintained by the Developer and then transferred to the HOA once one is established.
7. The recommendations of the traffic study conducted by Southeastern Engineering in August of 2023 shall be implemented as part of the development process. These improvements include those listed as the proposed driveway intersection improvements for Driveways A, B, and C as described in the application materials. All improvements shall be at the Developer's cost.
8. The development shall be limited to a maximum of three (3) model homes per phase prior to approval and recording of the final plat.
9. All amenities described in the submitted letter of intent are to be constructed within the development. The main amenity area shall be constructed before the final certificate of occupancy in the first phase is issued. Each phase is required to internally feature at least one of the following amenities, which shall be installed before $50 \%$ of the certificates of occupancy are issued for each respective phase:
a. Playground
b. Pocket Park
c. Walking trail/path connective to the rest of the development, separate from the fivefoot sidewalk required adjacent to internal streets (17.180.060(B)(7)).
10. The 25 -foot and 50 -foot undisturbed stream buffers must be fully maintained on HOA common space and shall not encroach onto any individual residential building lot. However, individual residential lots may include the 75 -foot impervious setback limits associated with state waters.
11. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
12. No variances or development exceptions not specifically listed in these conditions of approval are granted. Relief is granted from the following requirement:
a. $\quad 17.180 .060(\mathrm{~B})$. Setbacks. The front yard setback may be reduced from 25 feet to 20 feet for single family detached residences per the submitted site plan, no garage shall be closer than 25 feet from the back of sidewalk.
b. Density and Minimum Lot Size. The development shall have a maximum density of 1.76 units per acre, and a minimum lot area of 7,200 square foot.
c. Garages. The garage of each residence within the development shall not exceed $55 \%$ of the front façade of the home. The garage shall not be required to be a recessed design.
d. The required 50 -foot PRD transitional buffer allow for grading and replanting if needed.
13. Developer/HOA will maintain the Land Application System (LAS) and any conveyances to the Private Wastewater system. Perpendicular crossings within existing right-of-way shall be allowed, where necessary for required road crossings for installation/conveyance purposes. Should any portion of the system encroach into any proposed right-of-way within the
development, all proposed rights-of-way within the development shall be privately owned and maintained.
14. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

## Public Forum:

Susan Doyle-Potrillo, 3721 Leach Road, Gainesville, spoke in favor. Spoke about developers meeting with the community and bringing city water to the area.

Lauren Brock, $\mathbf{3 7 4 7}$ Leach Road, Gainesville, spoke in opposition. Concerns were construction, health, wildlife, noise, environmental impact, school system, and safety.

Michael Webb, 3840 Leach Road, Gainesville, spoke in opposition. Concerns were traffic, school system, amenities, and proximity to property.

Virginia Martin, 5355 Elliot Crossing, Gainesville, spoke in opposition. Concerns were wetland, buildable space, nearby farms, traffic, and school system.

Michael Kirk, 4633 Willie Robinson Road, Gainesville, spoke in opposition. Concerns were traffic, widening of road, school system being overwhelmed, and hunting grounds.

Teresa England, 4123 Leach Road, Gainesville, spoke in opposition. Concerns were amount of homes, traffic, and safety.

Jane Lawson, 4989 Willie Robinson Road, Gainesville, spoke in opposition. Concerns were runoff water, privacy, farm disruption, traffic, and wildlife.

Dean Tripp, 4680 Giddon Martin Road, Gainesville, spoke in opposition. Concerns were property lines.

## Summary Analysis

The applicant is requesting to rezone a combined $174.44 \pm$ acres of property zoned Agricultural Residential III (AR-III 17.110) and Residential-I (R-I, 17.60) to Planned Residential Development (PRD, 17.180.060) for the purpose of constructing a three (3) phase 307 -lot single-family subdivision with a gross density of the development of $1.76 \pm$ units per acre. Most of the subject property is contiguous, except for $24.12 \pm$ acres to the east of Leach Road, belonging to tax parcel 10033000001 and proposed to be utilized as an amenity area and a portion of the regional septic system.

The property is currently vacant and forested, and features a 125 -foot-wide power line easement running east to west through the northern area of the property. A series of streams are also present on the property, which are protected with undisturbed buffers and impervious surface setbacks.

The project narrative states that the proposed residences will range from 1,900 square feet to 2,600 square feet. As part of the application materials, the applicant provided eight (8) different renderings to illustrate the style of homes proposed for the development. The dwelling units will feature board and batten and Hardie plank siding with varying accents of stone/brick. It should be noted that Section (17.180.060(B)(9)) of the PRD code requires that all homes have accents of brick or stone on the front of the homes, at a minimum; however, not all of the proposed renderings meet this requirement. Eight different home styles have been submitted as part of the proposal; seven styles feature front-entry garages and the eighth does not specify the garage orientation. Several of these home styles do not meet the garage recession and width requirements of the Planned Residential Development (PRD, 17.180.060) district, as they depict front-entry garages extending up to $55 \%$ of the width of the residence that are recessed less than 20 feet behind the front plane of the home ( $17.180 .060(B)(9))$. The applicant has not identified this as a variance from the PRD standards; therefore, without further action, either a variance is needed or the homes must comply with this provision at the time of permitting.

The preliminary site plan submitted by the applicant shows three separate access points to serve the three (3) proposed phases of the development. Phase one will feature 126 residential lots and the master amenity area. Phase one will feature 95 lots, and phase three, 86 lots. The Hall County Fire Marshal has provided comments regarding the lack of second entry which is required for a residential development of more than 120 units.

The development will include 5 -foot-wide sidewalks on both sides of the street, addressing pedestrian connectivity within each phase independently. Pedestrian access between phases, and to the master amenity area, will be provided with mulch paths, according to supporting documents. No location or layout proposals for pocket parks or walking paths/trails have been included in the submitted plans.

The narrative indicates that a monument-type sign with landscaping for the subdivision will be provided at each entrance to the development on Leach Road. Per county sign regulations, residential sign area is determined by the number of lots within a development. Based on the application materials, Phase 1 will be limited to 32 square feet in area, while Phases 2 and 3 are limited to 20 square feet in area. No signage for the entrance of the amenity area has been proposed at this time.

The proposed development standards for the project are described in the table below and are compared with the PRD requirements, (17.180.060):

| Standard | PRD Requirement (17.180.060) | Proposed Development |
| :--- | :---: | :---: |
| Site Area | 5 acre minimum | $174.44 \pm$ acres |
| Number of Units | - | 307 detached single-family residences |
| Density | 2 units per acre maximum | 1.78 units per acre |
| Min. Lot Area | 8,000 sq. ft. | $7,200 \mathrm{sq}. \mathrm{ft}.(60 \mathrm{ft} . \times 120 \mathrm{ft} .)^{*}$ |


| Max. Building Height | - | 30 feet |
| :---: | :---: | :---: |
| Min. Open Space | 30\% | 40\% (including drip-fields) |
| Exterior Buffer | 50 feet | 50 feet |
| Front Setback (Internal) | 25 feet | 20 feet* |
| Side Setback (Internal) | 5 feet | 5 feet |
| Rear Setback (Internal) | 20 feet | 25 feet |
| Parking | 2 spaces for each dwelling unit (17.250.020) | 4 spaces per dwelling unit (2 garage, 2 driveway) |
| Min. Heated Floor Space | - | 1,900 square feet |
| Garage - \% of front façade | $55 \%$ when recessed a minimum of 20 feet behind front wall plan of residence | $55 \%$ (flush with front wall plan of residence) * |
| Minimum Sidewalk Width | 5 feet | 5 feet |
| Cluster Mailbox Unit (CBU) | CBU with 13 short-term parking spaces | No CBU shown, 0 short-term parking spaces* |
| Note: Items marked with an asterisk (*) do not conform to 17.180.060. |  |  |

Amenities for the community will include a swimming pool, playground, covered gathering area such as a pavilion or gazebo, pickleball courts and a 70-space parking lot. The amenity area will be located on the east side of Leach Road, while all 307 homes will be constructed to the west of Leach Road, requiring residents to cross Leach Road, or travel to the main amenity area by car. The applicant proposes to construct the amenity area after Phase 1 residences are completed. Phases 2 and 3 will be constructed afterwards.

Per the submitted narrative, sanitary sewer will be provided onsite through the use of onsite septic tanks and a shared community sub-surface drip field that will be permitted through the Environmental Protection Division.

No variances have been submitted as part of this request; therefore, any deficiencies identified as part of the plan will be required to comply with the requirements of the PRD unless granted in the conditions of approval.

Based on the future land-use plan, staff finds the requested zoning designation is not consistent with the Hall County Comprehensive Plan future land use designation of "Lake Area Residential". This land use category is characterized by low-density residential development and neighborhoods. The intent of land use category is to preserve established neighborhoods and create new permanent and vacation residential development. Future development will continue to be detached, single family homes at low densities. The Lake Area Residential designation envisions a maximum density of 1 dwelling unit per acre, lower than the
maximum density requirement within a Planned Residential Development (PRD, 17.180.060) of 2 dwelling units per acre. The development has proposed a density of 1.76 units per acre.

## Zoning Analysis

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

1. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property; The zoning proposal may be suitable given the context of the surrounding area, though the proposed development is denser than the surrounding developments with an overall density of $1.76 \mathrm{du} /$ acre. The surrounding area consist of vacant land, low-density residential, and agricultural uses.
2. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property; No, it is not anticipated that the proposed residential use will adversely affect adjacent properties. A traffic study has been conducted, and the needed improvements to Leach Road have been identified. Right turn lanes are recommended into all three entrances, while left turn lanes are recommended for entry into phases one and two. No additional roadway improvements are recommended. As a result, no off-site mitigation is identified for the future build condition because of the proposed subdivision.
3. Whether the property to be affected by the zoning proposal has reasonable economic use as currently zoned. The property appears to have reasonable economic use as currently zoned.
4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, or utilities; A traffic study has been conducted, and the needed improvements to Leach Road have been identified. Right turn lanes are recommended into all three entrances, while left turn lanes are recommended for entry into phases one and two. No additional roadway improvements are recommended. As a result, no off-site mitigation is identified for the future build condition because of the proposed subdivision. The development will utilize an on-site sewer system. Water service will be provided by the City of Gainesville, if available with adequate capacity.
5. Whether the zoning proposal is in conformity with the policy and intent of the land use plan; The proposed use is not consistent with the Comprehensive Plan and the "Lake Area Residential" land use designation. Density is envisioned to be a maximum of one dwelling unit per acre. The proposed development is proposing a density of 1.76 dwelling units per acre.
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; Tax parcels 10033000001 and 10050000008 are currently undeveloped, with no record of past improvements upon the land.
10. Whether there are other existing or changing conditions affecting the use or development of the property which give supporting grounds for either approval or disapproval of the zoning proposal; Staff is not aware of any changing conditions that affect the use and development of the property.
11. Whether the change would create an isolated district unrelated to the surrounding districts; The proposed zoning is a Planned Residential Development (PRD, 17.180.080). Per the Official Code of Hall County, Planned Development Districts (17.180) are to be utilized as a "floating zone" which shall mean that areas will not be pre-designated as planned development districts but rather each such designation shall result from a specific and separate application for amendment. The proposed density is higher than that found on surrounding properties.
12. Whether the present zoning district boundaries are illogically drawn in relation to existing conditions in the area; There is no evidence that the present zoning district boundaries are illogically drawn.
13. Whether the change requested is out of scale with the needs of the county as a whole or the immediate neighborhood; The proposed density is higher than that found on immediately surrounding properties but in general the use does not appear to be out of scale with the needs of the County as a whole, as there is a need for additional housing.
14. Whether it is impossible to find adequate sites for the proposed use in districts permitting such use and already appropriately zoned; There are other properties within the County that support a moderatedensity single-family residential uses based on the Future Land Use Map, though the development as proposed cannot be developed in any of the existing residential or multi-family districts.
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.

A Planned Residential Development (PRD, 17.180.080) allows for more flexibility in the design and development of the property. This provides for a mixture of housing types and encourages maximum use of natural features through proper site planning measures. The development should conform to the existing character and development pattern of the surrounding area.

### 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 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 development 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. Proposal does meet the requirement. The applicant has provided a site plan and included the necessary information to properly assess the development.
C. For any application for a slow rate land treatment system (see chapter 17.20), the following additional requirements apply. The proposed development will utilize public water and a private sewer system, subject to EPD approval.
D. For any application proposing the development of 100 or more residential dwelling units, a traffic impact study shall be submitted prior to consideration of the application by the planning commission. At the applicant's expense, the traffic impact study shall be prepared by a professional engineer in accordance with requirements established by the Hall County Engineering Department. The engineering department shall review the traffic impact study and forward any comments to the Hall County Planning Commission. The proposal does meet the requirement. A traffic study has been conducted, identifying the needed improvements to Leach Road in the form of a series of left and right turn lanes. No additional roadway improvements are recommended. As a result, no off-site mitigation is identified for the future build condition as a result of the proposed subdivision.

## Development Support and Constraints

## Hall County Environmental Health

In an email dated October 17, 2023, Emily McGahee stated "The entire development (all pods) must be developed on public or EPD permitted sewer/septic system. No onsite sewage management systems to be permitted by Environmental Health. Any abandoned well shall be properly closed as per Water Well

Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled."

## Hall County Fire Marshal

In an email dated October 19, 2023, John Hornick, NPQ Fire Inspector 1, Plans Review Lieutenant stated the following:

IFC 2018 Edition add a new section, Appendix D 107.1, as follows: 120-3-3 Rules \& Regulations For The State Minimum Fire Safety Standards.
Developments of one- or two-family dwellings where the number of dwelling units exceeds 120 shall be provided with two separate and approved fire apparatus access roads.
Phase 1 exceeds the above International Fire Code requirement by proposing 126 dwellings and would be required to add an additional fire apparatus access.

## Hall County Public Works and Utilities

In a memorandum from Public Works and Utilities dated October 19, 2023, Bill Nash, Director, stated the following:

## 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 wrested vegetation not centerline of stream. Show FEMA and Hall County studied Flood plains that are present on site.

## Traffic:

Recommend a condition that requires the recommendations outlined in the traffic impact study be implemented and all costs associated with the improvements be the financial responsibility of the applicant/ developer.

## Utilities:

Gainesville/ Hall sewer district: no sewer connection within feasible distance.

## Georgia Department of Transportation

In an email dated October 16, 2023, Veronica Chavers, D1TO Civil Engineer 3, stated "No GDOT coordination required."

## Tax Assessor

In an email dated October 12, 2023, Steve Watson, Director/Chief Appraiser of Hall County Board of Assessors, stated the following:

On \#5. 10033000001 is currently under Conservation Use covenant. Will be okay to rezone, however, penalty would be pending any activity during calendar year 2023. Covenant expires 12/31/2023.

## $>$ Excerpts from the minutes of the November 20, 2023 meeting

## Applicant's Presentation:

Katie Greenway, Principal Planner, presented a summary of the request.

Erin Moore, 3120 Frontage Road, Gainesville, presented the request. The applicant stated that Fire Marshal comments were taken into consideration and they will be bumping six lots to another phase but still be no greater than 307 lots.

## Rebuttal

The applicant stated that they arranged a meeting inviting the nearby property owners to attend and speak about the development and six people showed up along with one phone call. The applicant stated that due to the meeting, they will be bringing city water and high speed internet to the community.

## Public Forum:

Susan Doyle-Potrillo, 3721 Leach Road, Gainesville, spoke in favor. Spoke about developers meeting with the community and bringing city water to the area.

Lauren Brock, 3747 Leach Road, Gainesville, spoke in opposition. Concerns were construction, health, wildlife, noise, environmental impact, school system, and safety.

Michael Webb, 3840 Leach Road, Gainesville, spoke in opposition. Concerns were traffic, school system, amenities, and proximity to property.

Virginia Martin, 5355 Elliot Crossing, Gainesville, spoke in opposition. Concerns were wetland, buildable space, nearby farms, traffic, and school system.

Michael Kirk, 4633 Willie Robinson Road, Gainesville, spoke in opposition. Concerns were traffic, widening of road, school system being overwhelmed, and hunting grounds.

Teresa England, 4123 Leach Road, Gainesville, spoke in opposition. Concerns were amount of homes, traffic, and safety.

Jane Lawson, 4989 Willie Robinson Road, Gainesville, spoke in opposition. Concerns were runoff water, privacy, farm disruption, traffic, and wildlife.

Dean Tripp, 4680 Giddon Martin Road, Gainesville, spoke in opposition. Concerns were property lines.

## Planning Commission Comments:

Mr. Braswell questioned if the phased construction would be staggered. The applicant stated that was correct. Mr. Varner questioned if there would be fencing around the development. The applicant stated they would comply with the requirements.

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

Conditions:

1. Development is approved with a maximum density limited to 1.76 dwelling units per acre and as described in the project narrative, modified as necessary for compliance with development standards enforced at the time of site plan approval. The total number of lots in all phases shall not exceed 307. Minor changes can be approved by the Planning Director of Community Development and Infrastructure, or their designee_provided there are no reductions in buffers, no changes in the structural design and materials, and the changes do not create the need for a variance from the Hall County development standards.
2. Standard Hall County Development Review and permitting processes shall be followed. Approval of this request does not supersede development standards, or processes, in effect when the plans are submitted for review. Such standards include, but are not limited to, stormwater management and emergency access requirements.
3. The minimum heated floor area (HFA) shall be 1,900 square feet. Building elevations shall be composed of a mixture of cement siding, stone, and/or brick façade, with a minimum of brick or stone accents on the front of the homes. The balance of the home may be the same material or of fiber-cement material. Vinyl siding is prohibited. Final review and approval is subject to the Director of Community Development and Infrastructure, or their designee.
4. All lots shall access internal subdivision roads only. No lot shall have direct access to Leach Road, with the exception of lots designated as amenity site, drip fields, and open space.
5. Each phase of the development shall meet minimum access requirements, subject to review and approval by the Hall County Fire Marshals.
6. An access easement at a minimum of 10 feet in width shall be reserved for off-street pedestrian, bicycle, or similar modes of transportation to accommodate connectivity between the phases. Access easements are required to be recorded prior to the sale of any home sites adjacent to the proposed points of access. Prior to the sale of any home sites in the project, it shall be clearly stated the intent to make the connection so potential buyers are made aware. The easement shall be owned and maintained by the Developer and then transferred to the HOA once one is established.
7. The recommendations of the traffic study conducted by Southeastern Engineering in August of 2023 shall be implemented as part of the development process. These improvements include those listed as the proposed driveway intersection improvements for Driveways $\mathrm{A}, \mathrm{B}$, and C as described in the application materials. All improvements shall be at the Developer's cost.
8. The development shall be limited to a maximum of three (3) model homes per phase prior to approval and recording of the final plat.
9. All amenities described in the submitted letter of intent are to be constructed within the development. The main amenity area shall be constructed before the final certificate of occupancy in the first phase is issued. Each phase is required to internally feature at least one of the following amenities, which shall be installed before $50 \%$ of the certificates of occupancy are issued for each respective phase:
a. Playground
b. Pocket Park
c. Walking trail/path connective to the rest of the development, separate from the fivefoot sidewalk required adjacent to internal streets (17.180.060(B)(7)).
10. The 25 -foot and 50 -foot undisturbed stream buffers must be fully maintained on HOA common space and shall not encroach onto any individual residential building lot. However, individual residential lots may include the 75 -foot impervious setback limits associated with state waters.
11. All conditions of zoning shall be made a part of any plats or construction plans created for the subdivision.
12. No variances or development exceptions not specifically listed in these conditions of approval are granted. Relief is granted from the following requirement:
a. $\quad$ 17.180.060(B). Setbacks. The front yard setback may be reduced from 25 feet to 20 feet for single family detached residences per the submitted site plan, no garage shall be closer than 25 feet from the back of sidewalk.
b. Density and Minimum Lot Size. The development shall have a maximum density of 1.76 units per acre, and a minimum lot area of 7,200 square foot.
c. Garages. The garage of each residence within the development shall not exceed $55 \%$ of the front façade of the home. The garage shall not be required to be a recessed design.
d. The required 50 -foot PRD transitional buffer allow for grading and replanting if needed.
13. Developer/HOA will maintain the Land Application System (LAS) and any conveyances to the Private Wastewater system. Perpendicular crossings within existing right-of-way shall be allowed, where necessary for required road crossings for installation/conveyance purposes. Should any portion of the system encroach into any proposed right-of-way within the development, all proposed rights-of-way within the development shall be privately owned and maintained.
14. The following statement regarding the potential impacts of agricultural operations in the area shall be made a part of any plat recorded on the property:
"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

## ZONING APPLICATION

|  | Property Owner (Name \& Mailing Address) |  |
| :---: | :---: | :---: |
| Shadow Stone Partners, LLC | Shadow Stone Parners, LLC / Fred Gober/Carolyn Gober Family LLP |  |
| 3120 Frontage Road | 3120 Frontage Road / | 2762 Dover Road NW |
| Gainesville, GA 30504 | Gainesville, GA 30504 / | Atlanta, GA 30327 |
| Phone 678-267-7138 | Phone 678-207-1500 |  |
| Email Address keith@thecookandcompany.com | Email Address info@thecookandcompany.com |  |
| Proposed Use Single-Family Detached Planned Residential Development |  |  |
| Contact Person (Name \& Mailing Address) | Status of Applicant Requested Action <br> $\Delta \quad$ Owner Existing Zoning: ${ }^{\text {R-1/AR-III }}$ |  |
| Keith Cook |  |  |
| 3120 Frontage Road | 凶 Option to Purchase Rezone to: PRD |  |
| Gainesville, GA 30504 | $\square$ Area Resident | Fee:\$ |
| Phone 678-207-1508 | $\square$ Other | Receipt \#: |
| Email Address keith@thecookandcompany.com |  | Check \#: |
| Tax Parcel Number 10050-000008 \& 10033-000001 | Acreage 174.44 Acres |  |
| Location Address 4035 \& 3955 Leach Road - Gainesville, GA 30506 |  |  |
| I hereby certify that the above information and all attached information are true and correct. <br> Sign $\qquad$ Date: 9/22/ |  |  |

> Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.

Application Withdrawal: I hereby withdraw the application.
Sign $\qquad$ Date:

## Staff Use Only

Application Date:
Tentative Planning Commission Date: $\qquad$ Taken by: Tentative County Commission Date:

County Commission District:

## AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

| Name of owners) | Shadow Stone Partners, LLC |
| :--- | :--- |
| Address | $\underline{3120}$ Frontage Road - Gainesville, GA 30504 |

Phone Number
(678) 207-1500

Name of applicants) Shadow Stone Partners, LLC
Address

$$
3120 \text { Frontage Road - Gainesville, GA } 30504
$$

Phone Number
(678) 207-1500

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.


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


## AUTHORIZATION OF PROPERTY OWNERS

Note: If the applicant is the property owner, please disregard this form.

| Name of owners) | H. Fred Gober and Carolyn M. Gober Family LLLP |
| :--- | :--- |
| Address | 2762 Dover Road - Atlanta, GA 30327 |

Phone Number $\qquad$

Name of applicants) Shadow Stone Partners, LLC
Address
3120 Frontage Road - Gainesville, GA 30504

Phone Number
(678) 207-1500

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)
 Managing General Partners
Elisabeth Ann Tedesco and
James A Goober
who swears that the information contained in this authorization is true and correct to the best of his/her knowledge and belief.


Notary Public


## 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:

$$
\text { I have**_ I have not } X
$$

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.


Office: $\qquad$
Date of Contribution: $\qquad$
Date: $\qquad$
Applicant's/Owner's Name (Printed): Shadow Stone Partners, LLC (Keith Cook - Agent)

## 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:

$$
\text { I have }{ }^{* *} \quad \text { I have not } X
$$

within the two years immediately preceding this date, made any contributions) 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.
$\qquad$ Office: $\qquad$
Dollar Amount: $\qquad$ Date of Contribution: $\qquad$
Applicent's/Owner's Signature:


Date: August 11,2023


Applieant's/Owner's Name (Printed): Carolyn M. Geber Family LL LP

$$
\begin{aligned}
& \text { By: Ann Gober Tedesco and } \\
& \text { James A Gober, } \\
& \text { Managing General Partners }
\end{aligned}
$$

Hall County
2875 Browns Bridge Road
Gainesville, GA 30504
(770) 531-6809

## LETTER OF INTENT

Rezoning for The Estates at Lathem Creek (Hall County, GA)
4035 \& 3955 Leach Road - Gainesville, GA 30506
Tax Parcel No. 10050-000008 \& 10033-000001 / L.L. 33 \& $50 / 10^{\text {th }}$ District

Shadow Stone Partners, LLC submits this Letter of Intent and attached application for the purpose of rezoning to the Hall County Planned Residential Development (PRD) Zoning Classification for the 174.44 -acre tract located along Leach Road in unincorporated Hall County. The subject property is currently undeveloped land and zoned AR-III and R-1.

Shadow Stone Partners, LLC proposes to develop a distinctive and attractive single-family detached neighborhood with amenities. The neighborhood will be developed in phases which will consist of 126 homes, 95 homes and 86 homes for a total of 307 Single-Family Homes at buildout. An anticipated buildout schedule is included with this submittal. Each home will have 1,900 S.F.+ of heated floor space and will include 3 bedrooms, 2.5 bathrooms and a two-car garage. An example of the homes being proposed for this development is included with this submittal. Amenities proposed for the development include a community pool with clubhouse/pavilion, playgrounds, pickleball courts, sidewalks with connected walking trails, pocket parks and attractive landscaping.

Access for the development will be provided along Leach Road with three separate entrances for each phase. A Traffic Impact study was prepared by Southeastern Engineers and all recommended improvements will be incorporated into the final design. Each entrance will have an attractive monument-type sign with landscaping. The provisions for water will be provided by the City of Gainesville. Sanitary Sewer for the development will be provided onsite through the use of onsite septic tanks and a shared community sub-surface drip field. The Land Application/Drip System will be permitted through the Environmental Protection Division.

The applicant and its representatives welcome the opportunity to meet with Hall County staff to answer any questions or concerns you may have. Shadow Stone Partners respectfully requests your approval of this application.

Respectfully,


Keith Cook (Shadow Stone Partners, LLC)

## The Estates at Lathem Creek - Requested Project Standards in the PRD Zoning District

1- Lot Area - Request a minimum lot size of 7,200 S.F.

2- Front Setback - Request a minimum of $20^{\prime}$ from Right-of-Way (25' From Back of Sidewalk).

3- 50' Exterior Buffer - Request to allow grading within the exterior buffer as needed and replanted to buffer standards.

4- Open Space - Request to allow Open Space to be utilized for land application systems in regards to the sub-surface onsite drip fields as generally described in the project information submittal.

5- One (1) Model Home Permit is requested for each individual phase of development as generally described in the project information submittal.

We feel the requested project standards are in-line with the current development patterns for single family detached neighborhoods within the county and would like to request approval as a part of the rezoning request.

| Standard | PRD Requirement (17.180.060) | Proposed Development |
| :---: | :---: | :---: |
| Site Area | 5 acre minimum | 174.44 acres |
| Number of Units | - | 307 units |
| Density | 2 units per acre | 1.76 units per acre |
| Min. Lot Area | 8,000 square feet | 7,200 square feet |
| Min. Lot Width | 50 feet | 60 feet |
| Front Yard Setback | 25 feet | 20 feet (25' From Back of Sidewalk) |
| Front Side Yard Setback (corner lot) | 25 feet | 20 feet |
| Side Yard Setback | 5 feet | 5 feet |
| Rear Yard Setback | 20 feet | 25 feet |
| Building Separation | - | 10 feet |
| Max. Building Height | - | 30 feet |
| Exterior Buffer | 50 foot | 50 feet (Graded and Replanted if Needed) |
| Min. Open Space | 30\% | 40\% (Includes Drip Fields) |
| Parking | 2 spaces for each dwelling unit $(\underline{17.250 .020})$ | 2-Car Garage (Min.) |
| Min. Heated Floor Space | - | 1,900 square feet |
| Garage - \% of front façade | $55 \%$ when recessed a minimum of 20 feet behind front wall plane of residence | 2-Car Front Entry Garage (Min.) 55\% Max of Front Facade <br> No Recession From Front Wall Plane See Included Architectural Examples |







Phase 3
86 lots
Estimated
8-10-month to
develop
Estimated 12-
month for
home
construction
Requesting
Model Home
Permit for
Phase 3





$$
\begin{aligned}
& \text {-Water by City of Gainesville } \\
& \text {-Electric provided by Jackson EMC } \\
& \text {-Internet/cable provided by AT\&T } \\
& \text {-Sewer by onsite system (explanation on upcoming slide) }
\end{aligned}
$$

Utilities

-Professionally landscaped sodded yards







THE PERRY


City of Gainesville
Water

Cook Communities to improve intersections as per recommendations
listed in report and cited below.
Driveway A should be two lanes, one entry and one exit lane. Driveway A should be full access and stop sign controlled. Provide a
southbound right turn-lane on Leach Road.
Driveway B should be two lanes, one entry and one exit lane. Driveway $B$ should be full access and stop sign controlled. Provide a northbound left-turn lane on Leach Road. Provide a southbound right turn-lane on Leach Road.
Driveway C should be two lanes, one entry and one exit lane. Driveway $C$ should be full access and stop sign controlled. Provide a
northbound left-turn lane on Leach Road.
Provide a southbound right turn-lane on Leach Road. No additional improvements to the existing roadway infrastructure are recommended.

## Constitution Objections

оғ ло ‘səsn ‘suo!
 for such rights, in violation of the Constitution of the State of Georgia of 1983 and the Due Process Clause of the Fourteenth Amendment to the United States Constitution.
Кue of ло ‘səsn ‘suo!!!puoכ ‘ио! development other than that proposed by the Applicant would result in unconstitutional, illegal, null, and void, constituting a taking and/or damaging of Applicant's Property by denying the Applicant all economically viable use of its land while not substantially advancing legitimate state interests in public health, safety and morals, in violation of the Constitution of the United States under the Just Compensation Clause of the Fifth Amendment and the Equal Protection and Due Process Clause of the Fourteenth Amendment and the Constitution of the State of Georgia of 1983. More specifically, a subdivision of similar sized and type homes on larger lots, does not meet existing demand for housing. Neighboring properties consist of single-family homes of similar size on larger lots but generally of less value per square foot. Refusal to zone the existing county properties which do not materially damage the surrounding single-family developments, commercial, transportation warehouse and light industrial properties deprives the owners of any reasonable return on the property without protecting adjoining owners.

 Constitution property housing needs are great in the area, other re-zonings are being granted for higher density single family detached homes, townhomes and apartments. Any refusal by the County to approve this application for the Property would be unconstitutional and discriminate in an arbitrary, capricious, and unreasonable manner between the Applicant and owners of similarly situated property in violation of the Constitution of the State of Georgia of 1983 and the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution.
The Applicant and stakeholders respectfully request approval of this application and are happy to respond to the County Commissioners as to any questions or concerns regarding the application.






Recorded July 28,1983 -H. Grady Watson, Clerk



Applicant: SHADOW STONE PARTNERS, LLC Tax Parcel \#: 10033000001 \& 10050000008
Location: 3955 \& 4035 LEACH ROAD, GAINESVILLE, GA 30506 Commission District 2


Applicant: SHADOW STONE PARTNERS, LLC Tax Parcel \#: 10033000001 \& 10050000008

## TRAFFIC IMPACT STUDY

FOR

## LEACH ROAD ASSEMBLAGE

## HALL COUNTY, GA

Prepared By:


SOUTHEASTERN ENGINEERING, INC.

2470 Sandy Plains Road
Marietta, GA 30066

August 29, 2023

## Table of Contents

LIST OF TABLES ..... ii
LIST OF FIGURES ..... ii
APPENDICES ..... ii
EXECUTIVE SUMMARY ..... iii
INTRODUCTION ..... 1
PROJECT DESCRIPTION ..... 1
Study Network ..... 2
Roadway Conditions ..... 2
EXISTING TRAFFIC CONDITIONS ..... 3
Historical Growth Rate ..... 3
Level of Service Methodology ..... 4
Existing Level of Service ..... 5
FUTURE CONDITIONS - WITHOUT THE PROPOSED DEVELOPMENT (NO - BUILD) ..... 7
Future No - Build Traffic Volumes ..... 7
Future No - Build Level of Service ..... 7
PROPOSED DEVELOPMENT ..... 9
Trip Generation ..... 9
Trip Distribution and Assignment ..... 9
Auxiliary Lane Analysis ..... 11
FUTURE CONDITIONS- WITH THE PROPOSED DEVELOPMENT (BUILD) ..... 12
Future Build Traffic Volumes ..... 12
Future Build Level of Service ..... 12
Conclusion and Recommendations ..... 15
APPENDICES ..... 16

## LIST OF TABLES

Table 1: Existing Traffic Volume ..... 3
Table 2: GDOT Historical Growth Rate ..... 4
Table 3: Georgia Governor's Office of Planning and Budget Annual Population Estimates ..... 4
Table 4: U.S. Census Bureau Annual Estimates of the Resident Population ..... 4
Table 5: Level of Service for Unsignalized Intersections ..... 5
Table 6: Level of Service and Delay for Existing Year (2023) ..... 5
Table 7: Future No - Build Level of Service (2030) ..... 7
Table 8: Proposed Site Trip Generation ..... 9
Table 9: Trip Generation by Development Pod ..... 9
Table 10: Left-Turn Lane Requirements ..... 11
Table 11: Right-Turn Lane Requirements ..... 11
Table 12: Auxiliary Lane Analysis Daily Volumes ..... 11
Table 13: Future Build Level of Service ..... 12
Table 14: LOS Comparison ..... 13
LIST OF FIGURES
Figure 1 Location Map ..... 1
Figure 2 Aerial of Study Area ..... 3
Figure 3 Existing (2023) Peak Hour Volumes ..... 6
Figure 4 Future No-Build (2030) Peak Hour Volumes ..... 8
Figure 5 Site-Generated Trip Distribution ..... 10
Figure 6 Future Build (2030) Peak Hour Volumes ..... 14

## APPENDICES

## Appendix A: Site Plan

Appendix B: Traffic Counts Summary Sheets
Appendix C: Growth Rate Summary
Appendix D: Synchro Reports
Appendix E: Trip Generation Report

## EXECUTIVE SUMMARY

The Leach Road development is a proposed residential development to be built on approximately 174 acres of undeveloped land in Hall County, GA. The development will be along the west side of Leach Road south of Willie Robinson Road and includes 307 single-family housing units. The development is split up into three pods and will have three new driveways, one for each pod, accessing Leach Road. The build-out of the development is planned for 2030. This study analyzed existing and future peak hour traffic operations and capacity analysis for the study intersections to determine if recommendations to the existing roadway network should be made to accommodate the new traffic and determine how the new driveways should be controlled.

This study analyzed the impacts the development's generated trips are expected to have on the surrounding roadway network and study intersections. The study intersections are listed below:

1. Leach Road at Willie Robinson Road
2. Leach Road at Chestatee Road
3. Willie Robinson Road at Ledan Extension
4. Willie Robinson Road at Cool Springs Road
5. Leach Road at Driveway A (New Intersection)
6. Leach Road at Driveway B (New Intersection)
7. Leach Road at Driveway C (New Intersection)

The ITE Trip Generation Manual, was referenced to estimate the trips generated by the land use to calculate the total gross trips expected to be generated from the residential development. The expected trips were added to the expected future volumes to analyze the delay and level of service at the study intersections in the build condition and compare to the existing and no-build conditions.

The existing study intersections are operating at an acceptable level of service in the existing and no-build conditions, prior to the addition of the development's traffic. The residential development is expected to have a nominal effect on the delay at the existing study intersections. The new driveways for the site are expected to operate at an acceptable level of service. The following is the recommended configuration and modifications to the driveway intersections:

## Leach Road at Driveway A

- Driveway A should be two lanes, one entry and one exit lane.
- Driveway A should be full access and stop sign controlled.
- Provide a southbound right turn-lane on Leach Road.


## Leach Road at Driveway B

- Driveway B should be two lanes, one entry and one exit lane.
- Driveway B should be full access and stop sign controlled.
- Provide a northbound left-turn lane on Leach Road.
- Provide a southbound right turn-lane on Leach Road.


## Leach Road at Driveway C

- Driveway C should be two lanes, one entry and one exit lane.
- Driveway C should be full access and stop sign controlled.
- Provide a northbound left-turn lane on Leach Road.
- Provide a southbound right turn-lane on Leach Road.

No additional improvements to the existing roadway infrastructure are recommended.

## INTRODUCTION

A traffic impact study was conducted by Southeastern Engineering, Inc. for the proposed Leach Road development located in Hall County, GA. The development will be built on approximately 174 acres of undeveloped land, located along the west side of Leach Road. The development will include 307 dwelling units and have three new driveways accessing Leach Road. The build-out of the development is planned for 2030. An overall location map of the area near the site location is shown in Figure 1.


Figure 1 Location Map
This study will identify the potential impacts of the proposed development traffic on the surrounding roadway network. The study includes the existing and future peak hour traffic operations and capacity analysis for the study intersections. As necessary, operational improvements will be identified and analyzed to mitigate the traffic impacts caused by the development. Based on the results of the analysis for the study intersections, recommendations will be made for intersection geometry and control method.

## PROJECT DESCRIPTION

The Leach Road residential development will include 307 single-family homes and three new driveways along Leach Road. The developments are split into three pods of houses, for this study they are identified as Pods A-C with corresponding driveway names. There is a driveway proposed
for a clubhouse that will align with Driveway C, which will not be analyzed as a part of this study. This study analyzes traffic impact upon the full built-out of the proposed development, which is planned for 2030. The site plan is attached in Appendix A.

## Study Network

The traffic study analyzes the current traffic operations for the intersections in the vicinity of the proposed development. Capacity analysis and level of service evaluations of the study intersections were conducted for the existing, future no-build, and build scenarios. The study intersections and their control type are listed below:

1. Leach Road at Willie Robinson Road - Minor-Street Stop-Control
2. Leach Road at Chestatee Road - Minor-Street Stop-Control
3. Willie Robinson Road at Ledan Extension - Minor-Street Stop-Control
4. Willie Robinson Road at Cool Springs Road - Minor-Street Stop-Control
5. Leach Road at Driveway A (New Intersection)
6. Leach Road at Driveway B (New Intersection)
7. Leach Road at Driveway C (New Intersection)

## Roadway Conditions

The roadway network adjacent to the development was examined for the existing roadway characteristics. An aerial of the study area is shown in Figure 2.

Leach Road
Leach Road is a two-lane facility with a posted speed limit of 40 miles per hour. It is classified by GDOT as a local road. It connects to Willie Robinson Road in the north and Chestatee Road to the south. There is no curb and gutter or sidewalk present along the road in the study area.

## Willie Robinson Road

Willie Robinson Road is a two-lane facility with a posted speed limit of 35 mph . It is classified by GDOT as a local road. It connects to Cool Springs Road to the west and Ledan Extension to the east. There is no curb and gutter or sidewalk present along the road in the study area.

## Chestatee Road

Chestatee Road is a two-lane facility with a posted speed limit of 45 mph . It is classified by GDOT as a local road. It connects to Sardis Road to the east and Cool Springs to the west. There is no curb and gutter or sidewalk present along the road in the study area.

## Ledan Extension

Ledan Extension is a two-lane facility with a posted speed limit of 45 miles per hour. It is classified by GDOT as a minor collector. It connects to SR 60 to the southeast and Cool Springs Road to the north. There is no curb and gutter or sidewalk present along the road in the study area.

## Cool Springs Road

Cool Springs Road is a two-lane facility with a posted speed limit of 50 miles per hour. It is classified by GDOT as a minor collector. It connects to SR 136 / Price Road to the north and ends near Latham Creek in the south. There is no curb and gutter or sidewalk present along the road in the study area.


Figure 2 Aerial of Study Area

## EXISTING TRAFFIC CONDITIONS

Existing traffic volumes at the study intersections were collected on Tuesday, August 15th, 2023. Peak hour turning movement counts were collected at the study intersections, and daily traffic volumes were collected on primary roadways near the development. Existing daily traffic volumes collected in the study area are summarized in Table 1, and the existing count data are attached in Appendix B. The existing AM and PM peak hour traffic volumes for the study area are shown in Figure 3.

| Table 1: Existing Traffic Volume |  |  |  |
| :---: | :---: | :---: | :---: |
| Location | Volume |  |  |
|  | Northbound/ <br> Eastbound | Southbound <br> /Westbound |  |
| Leach Rd s/o Willie Robinson Rd | 113 | 110 | 223 |
| Willie Robinson Rd e/o Leach Rd | 246 | 250 | 496 |

## Historical Growth Rate

A growth rate for the study area was calculated using annual volume statistics from GDOT's Traffic Analysis \& Data Application and Hall County census data. The growth rate calculated using GDOT's traffic data is summarized in Table 2. Historical counts and calculations from the stations are attached in Appendix C.

Table 2: GDOT Historical Growth Rate

| Station ID | Location | $\mathbf{5}$-Year Growth Rate | 10-Year Growth Rate |
| :---: | :---: | :---: | :---: |
| $139-8021$ | Green Hill Road n/o Chestatee Road | $-1.6 \%$ | $2.5 \%$ |
| $139-8165$ | Lawson Robison Road n/o Whelchel Mill Road | $9.5 \%$ | $5.9 \%$ |
| $139-7378$ | Chestatee Road n/o Summer Lake Drive | $-0.5 \%$ | $2.2 \%$ |
| $139-0336$ | Price Rd /o Elrod Rd | $4.3 \%$ | $2.8 \%$ |
| $139-0509$ | Sardis Rd n/o Allison Rd | $-0.2 \%$ | $1.0 \%$ |
|  | $\mathbf{5 - Y e a r}$ and 10 - Year Average | $\mathbf{2 . 3 \%}$ | $\mathbf{2 . 9 \%}$ |
| $\mathbf{2 . 6 \%}$ |  |  |  |

Population projection data obtained from the Georgia Governor's Office of Planning and Budget was used to calculate a growth rate for the study area. The Hall County data and estimated growth rate is shown in Table 3.

| Table 3: Georgia Governor's Office of Planning and Budget Annual Population Estimates |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Geographic Area | Average 5-Year Growth Rate from 2020 to 2050 |  |  |  |  |  |  |
| Hall County | $2020-2025$ | $2025-2030$ | $2030-2035$ | $2035-2040$ | $2040-2045$ | $2045-2050$ | Average |
|  | $1.6 \%$ | $1.4 \%$ | $1.3 \%$ | $1.1 \%$ | $1.0 \%$ | $1.0 \%$ | $1.2 \%$ |
| Geographic Area | Average 10-Year Growth Rate from 2020 to 2050 |  |  |  |  |  |  |
| Hall County | $2020-2030$ | $2030-2040$ | $2040-2050$ | Average |  |  |  |
|  | $1.3 \%$ |  | $1.3 \%$ | $1.1 \%$ | $1.2 \%$ |  |  |

Census data from the U.S. Census Bureau was used to calculate a growth rate for Hall County. The growth rate estimated using the U.S. Census Bureau data is shown in Table 4. Growth rate data from all sources is shown in Appendix C.

| Table 4: U.S. Census Bureau Annual Estimates of the Resident Population |  |  |  |
| :---: | :---: | :---: | :---: |
| Geographic Area | $\mathbf{2 0 1 0}$ Census | $\mathbf{2 0 2 0}$ Census | 10-Year Growth Rate |
| Hall County | 179,684 | 203,136 | $1.23 \%$ |

The overall growth rate for this study was calculated averaging the source data, and an average, annual growth rate of $1.6 \%$ was calculated for this study to project future year (2030) traffic volumes.

## Level of Service Methodology

Intersection capacity analyses were performed using the methodology outlined in the Highway Capacity Manual, $6^{\text {th }}$ Edition (HCM). This methodology is the industry standard for the evaluation of intersection capacity and delay. To facilitate the analysis, computer software Synchro 11 was used. This software conforms to the methodology of the HCM.

An analysis of peak hour traffic conditions was performed to determine the level of service (LOS) at the study intersections. LOS for an intersection is based on vehicular delay at the intersection and is a typical measure of effectiveness used to evaluate intersection operations. The HCM provides
ranges of delay for each LOS definition, spanning from very minimal delays (LOS A) to high delays (LOS F). LOS F is considered unacceptable for most drivers.

For unsignalized intersections, where a stop sign controls side streets or minor streets, the criterion for evaluating traffic operations is the LOS for the controlled turning movements at the intersection. Methodology from the HCM to determine the delay and LOS for these turning movements is based on the following input data: intersection geometry, lane configuration, and turning movement volumes.

Table 5 below indicates the relationship between delay and LOS for unsignalized intersections.

| Table 5: Level of Service for Unsignalized Intersections |  |
| :---: | :---: |
| Level of Service | Control Delay Per Vehicle (sec) |
| A | $\leq 10$ |
| B | $>10$ and $\leq 15$ |
| C | $>15$ and $\leq 25$ |
| D | $>25$ and $\leq 35$ |
| E | $>35$ and $\leq 50$ |
| F | $>50$ |

## Existing Level of Service

The level of service for the existing conditions was determined using Synchro 11, which follows the HCM methodology. The existing geometric configurations and intersection controls were used for the analysis. The peak hours identified for analysis were 0700-0800 for the AM peak hour and 17001800 for the PM Peak hour.

All existing intersections operate acceptably in the existing conditions (LOS A-B). Table 6 summarizes the results of the intersection capacity analysis for the existing conditions. Detailed Synchro reports are attached in Appendix D.

| Table 6: Level of Service and Delay for Existing Year (2023) |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Intersection | Control Type | Approach | Delay (LOS) |  |
|  |  |  | AM | PM |
| Leach Road at Willie Robinson Road | Minor-Street StopControl | NB | 9 (A) | 9 (A) |
| Leach Road at Chestatee Road | Minor-Street StopControl | NB | 0 (A) | 8 (A) |
|  |  | SB | 10 (B) | 10 (B) |
| Willie Robinson Road at Ledan Extension | Minor-Street StopControl | EB | 9 (A) | 9 (A) |
| Willie Robinson Road at Cool Springs Road | Minor-Street StopControl | WB | 9 (A) | 9 (A) |



## FUTURE CONDITIONS - WITHOUT THE PROPOSED DEVELOPMENT (NO - BUILD)

The impact of the proposed development on the roadway network was analyzed and evaluated in the future year (2030) without the proposed development (No-Build) to compare the future conditions with the proposed fully constructed development (Build).

## Future No - Build Traffic Volumes

The future background traffic volumes (2030) were calculated by applying the annual exponential growth rate over seven years to the existing background traffic volumes (2023). Future background traffic volumes are shown in Figure 4.

## Future No - Build Level of Service

The future 2030 background traffic volumes were used to analyze the future no-build level of service for the study intersections. The same LOS methodology discussed previously was applied to the 2030 background traffic to determine operations at the study intersection. Table 7 summarizes the results of the intersection capacity analysis for the future no-build year. The study intersections continue to operate acceptably in the no-build scenario, LOS A-B. Detailed Synchro reports are attached in Appendix D.

| Table 7: Future No - Build Level of Service (2030) |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Intersection | Control Type | Approach | Delay (LOS) |  |
|  |  |  | AM | PM |
| Leach Road at Willie Robinson Road | Minor-Street Stop-Control | NB | 9 (A) | 9 (A) |
| Leach Road at Chestatee Road | Minor-Street Stop-Control | NB | 0 (A) | 8 (A) |
|  |  | SB | 10 (B) | 11 (B) |
| Willie Robinson Road at Ledan Extension | Minor-Street Stop-Control | EB | 9 (A) | 9 (A) |
| Willie Robinson Road at Cool Springs Road | Minor-Street Stop-Control | WB | 10 (B) | 9 (A) |



## PROPOSED DEVELOPMENT

The development will include 307 single-family homes and three new driveways along Leach Road. The build-out of the development is planned for 2030. The development will be split into three pods, Pods A-C from north to south with corresponding driveway names.

## Trip Generation

The number of trips expected to be generated from the development were estimated based on the method defined in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. Due to land use of the development no pass-by or internal capture trip reductions are expected. The trip generation for the proposed development is summarized in Table 8. The trip generation report is attached in Appendix E.

| Table 8: Proposed Site Trip Generation |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Land Use (ITE Code) | Unit of Measure | Daily Traffic |  |  | AM Peak Hour |  |  | PM Peak Hour |  |  |
|  |  | Enter | Exit | Total | Enter | Exit | Total | Enter | Exit | Total |
| Single-Family Residential (210) | $\begin{aligned} & 307 \\ & \text { Units } \end{aligned}$ | 1,416 | 1,416 | 2,832 | 52 | 155 | 207 | 180 | 105 | 285 |

The generated trips were divided by pod to reflect the number of homes accessed by each driveway. The pods and driveways are labeled in the site plan attached in Appendix A. The trip generation by pod is shown in Table 9.

Table 9: Trip Generation by Development Pod

| Pod | Number of Houses | Daily Traffic |  |  | AM Peak Hour |  |  | PM Peak Hour |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  | Enter | Exit | Total | Enter | Exit | Total | Enter | Exit | Total |
| Pod A | 87 | 401 | 401 | 802 | 15 | 44 | 59 | 51 | 30 | 81 |
| Pod B | 95 | 438 | 438 | 876 | 16 | 48 | 64 | 56 | 32 | 88 |
| Pod C | 125 | 577 | 577 | 1,154 | 21 | 63 | 84 | 73 | 43 | 116 |

## Trip Distribution and Assignment

The trips expected to be generated from the proposed development were distributed on the roadway network in the study area. The proposed distribution is based on historical counts and observed traffic patterns in the area. Generated trips assigned to the adjacent street network are shown in Figure 5.


## Auxiliary Lane Analysis

The need for auxiliary lanes on Leach Road were evaluated at the new driveways based on the guidelines from GDOT's Regulations for Driveway and Encroachment Control. Auxiliary lanes are used on approaches to intersections when the projected turning traffic volumes exceed minimum levels. If the left turning volume meets or exceeds volume thresholds defined in the GDOT manual, a left-turn lane is recommended at a study intersection. Based on the GDOT manual a left-turn lane is recommended at an intersection if the threshold values as shown in Table 10 are met or exceeded.

| Table 10: Left-Turn Lane Requirements |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Posted Speed | 2 Lane Routes |  | More than 2 Lanes on Main Road |  |
|  | $<6,000$ | $\geq 6,000$ | $<10,000$ | $\geq 10,000$ |
|  | 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 |
| $\geq 55 \mathrm{MPH}$ | 200 LTV a day | 150 LTV a day | 250 LTV a day | 200 LTV a day |

Per the GDOT manual, a right-turn lane is warranted at an intersection approach if the daily rightturn volume meets or exceeds the values as shown in Table 11.

| Table 11: Right-Turn Lane Requirements |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
|  | 2 Lane Routes |  | More than 2 Lanes on Main Road |  |
|  | $<6,000$ | $\geq 6,000$ | $<10,000$ | $\geq 10,000$ |
|  | ADT | ADT |  |  |
| 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 |
| $\geq 65 \mathrm{MPH}$ | Always | Always | Always | Always |

Leach Road is a two-lane route, with an average daily traffic volume of approximately 496 vehicles per day (vpd) and has a posted speed limit of 40 miles per hour. Based on these characteristics the threshold for a left turn lane is set at 250 LTV per day, and the threshold for a right-turn lane is set at 150 RTV per day.

Based on the expected trip distribution, all auxiliary thresholds meet except for the left-turn threshold at Driveway A. The results of the analysis are shown in Table 12.

| Table 12: Auxiliary Lane Analysis Daily Volumes |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Intersection | Turn Lane Thresholds |  | Expected Daily Turn Volume |  |
|  | LT | RT | LT | RT |
| Leach Road at Driveway A | 250 | 150 | 215 | 185 |
| Leach Road at Driveway B | 250 | 150 | 275 | 165 |
| Leach Road at Driveway C | 250 | 150 | 380 | 200 |

## FUTURE CONDITIONS- WITH THE PROPOSED DEVELOPMENT (BUILD)

To assess the traffic impact of the development, the site-generated trips were added to the future background traffic, and the combined volumes were analyzed.

## Future Build Traffic Volumes

This future build analysis was conducted to determine any impacts to the study intersections resulting from traffic from the full build-out of the proposed development. The site-generated trips assigned to the adjacent roadway network were added to the background traffic volumes and are presented in
Figure 6.

## Future Build Level of Service

The level of service criteria discussed in the prior sections was applied to the study intersections to determine the impacts of 2030 background traffic volumes plus total site-generated volumes. All study intersections were analyzed with the existing geometry and intersection controls. The development driveways were modelled as full access stop sign controlled approaches, with one entry and one exit lane and turn lanes on Leach Road recommended as previously identified. The results of the intersection capacity analysis for the future year with the development are summarized in Table 13. Detailed Synchro reports are attached in Appendix D.

| Table 13: Future Build Level of Service |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Intersection | Control Type | Approach | Delay (LOS) |  |  |
| Leach Road at Willie Robinson Road | Minor-Street Stop- <br> Control | NB | 9 (A) | 9 (A) |  |
| Leach Road at Chestatee Road | Minor-Street Stop- <br> Control | NB | 0 (A) | 9 (A) |  |
|  | (A | SB | 11 (B) | 11 (B) |  |
| Willie Robinson Road at Ledan Extension | Minor-Street Stop- <br> Control | EB | 9 (A) | 9 (A) |  |
| Willie Robinson Road at Cool Springs Road | Minor-Street Stop- <br> Control | WB | 10 (B) | 10 (B) |  |
| Leach Road at Driveway A | Minor-Street Stop- <br> Control | EB | 9 (A) | 9 (A) |  |
| Leach Road at Driveway B | Minor-Street Stop- <br> Control | EB | 9 (A) | 9 (A) |  |
| Leach Road at Driveway C | Minor-Street Stop- <br> Control | EB | 9 (A) | 9 (A) |  |

Table 14 shows a comparison of the delays in all scenarios for the study intersections. The proposed development has a nominal effect on the delays at the study intersections. The development driveways are expected to operate at an acceptable level of service upon completion of the development.

| Table 14: LOS Comparison |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Intersection | Approach | Existing Delay |  | No-Build Delay |  | Build Delay |  |
|  |  | AM | PM | AM | PM | AM | PM |
| Leach Road at Willie Robinson Road | NB | 9 (A) | 9 (A) | 9 (A) | 9 (A) | 9 (A) | 9 (A) |
| Leach Road at ChestateeRoad | NB | 0 (A) | 8 (A) | 0 (A) | 8 (A) | 0 (A) | 9 (A) |
|  | SB | 10 (B) | 10 (B) | 10 (B) | 11 (B) | 11 (B) | 11 (B) |
| Willie Robinson Road at Ledan Extension | EB | 9 (A) | 9 (A) | 9 (A) | 9 (A) | 9 (A) | 9 (A) |
| Willie Robinson Road at Cool Springs Road | WB | 9 (A) | 9 (A) | 10 (B) | 9 (A) | 10 (B) | 10 (B) |
| Leach Road at Driveway A | EB |  |  |  |  | 9 (A) | 9 (A) |
| Leach Road at Driveway B | EB |  |  |  |  | 9 (A) | 9 (A) |
| Leach Road at Driveway C | EB |  |  |  |  | 9 (A) | 9 (A) |



## Conclusion and Recommendations

The Leach Road development is a proposed residential development to be built on approximately 174 acres of undeveloped land in Hall County, GA. The development will be along the west side of Leach Road south of Willie Robinson Road, and includes 307 single-family housing units split up into three pods, and will have three new driveways accessing Leach Road. The build-out of the development is planned for 2030. This study analyzed the impact of the development on the study intersections to determine feasible intersection controls to accommodate the development traffic along with growth of the Hall County.

Under existing conditions, all study intersections are operating at an acceptable level of service in the existing and no-build scenarios. The development will have a nominal effect on the delays at the existing intersections. The intersections will continue to operate at acceptable levels of service.

The new driveways for the site are expected to operate at an acceptable level of service upon completion of the development. Right-turn lanes should be provided on Leach Road at all of the driveways and left-turns lane are recommended at Driveways B and C.

The recommended driveway configuration and control types for the development driveways are listed below:

## Leach Road at Driveway A

- Driveway A should be two lanes, one entry and one exit lane.
- Driveway A should be full access and stop sign controlled.
- Provide a southbound right turn-lane on Leach Road.


## Leach Road at Driveway B

- Driveway B should be two lanes, one entry and one exit lane.
- Driveway B should be full access and stop sign controlled.
- Provide a northbound left-turn lane on Leach Road.
- Provide a southbound right turn-lane on Leach Road.


## Leach Road at Driveway C

- Driveway C should be two lanes, one entry and one exit lane.
- Driveway C should be full access and stop sign controlled.
- Provide a northbound left-turn lane on Leach Road.
- Provide a southbound right turn-lane on Leach Road.

No additional improvements to the existing roadway infrastructure are recommended.

## APPENDICES

## - Appendix A

- Site Plan
- Appendix B
- Traffic Counts Summary Sheets
- Appendix C
- Growth Rate Summary
- Appendix D
- Synchro Reports
- Appendix E
- Trip Generation Report

Appendix A Site Plan




## Appendix B

## Traffic Counts Summary Sheets

Turning Movement Counts Willie Robinson Road at Leach Road

| Tuesday, August 15, 2023 |  |
| :---: | :---: |
| Period | $0600-0800$ |
| Peak Hour | $0700-0800$ |






## Turning Movement Counts <br> Chestatee Road at Leach Road






## Turning Movement Counts <br> Ledan Ext at Willie Robinson Road






## Turning Movement Counts

Cool Springs Road at Willie Robinson Road

Peak Hour Turning Movement Count

| Tuesday, August 15, 2023 |  |
| :---: | :---: |
| Period | $0600-0800$ |
| Peak Hour | $0700-0800$ |

* the Peak Hour Diagram does not include Bikes






## 24-Hour Classification Count Leach Road south of Willie Robinson Road





Site 1
Leach Rd,
south of Willie Robinson Rd

Date
Tuesday, August 15, 2023

Lat/Long
$34.370315^{\circ}$, $-83.925416^{\circ}$

Weather
Mostly Cloudy
$80^{\circ} \mathrm{F}$

0000-2400 (Weekday 24h Session) (08-15-2023)
Volume Summary 15 min

|  | Volume Summary 15min |  | 15min | 60 min |
| :---: | :---: | :---: | :---: | :---: |
| TIME | NB | SB | Total | Total |
| 0000-0015 | 0 | 0 | 0 |  |
| 0015-0030 | 0 | 1 | 1 |  |
| 0030-0045 | 0 | 0 | 0 |  |
| 0045-0100 | 0 | 0 | 0 | 1 |
| 0100-0115 | 0 | 0 | 0 |  |
| 0115-0130 | 0 | 0 | 0 |  |
| 0130-0145 | 0 | 0 | 0 |  |
| 0145-0200 | 0 | 0 | 0 | 0 |
| 0200-0215 | 0 | 0 | 0 |  |
| 0215-0230 | 0 | 0 | 0 |  |
| 0230-0245 | 0 | 0 | 0 |  |
| 0245-0300 | 0 | 0 | 0 | 0 |
| 0300-0315 | 0 | 0 | 0 |  |
| 0315-0330 | 0 | 0 | 0 |  |
| 0330-0345 | 0 | 0 | 0 |  |
| 0345-0400 | 0 | 0 | 0 | 0 |
| 0400-0415 | 0 | 0 | 0 |  |
| 0415-0430 | 0 | 0 | 0 |  |
| 0430-0445 | 2 | 0 | 2 |  |
| 0445-0500 | 1 | 1 | 2 | 4 |
| 0500-0515 | 0 | 0 | 0 |  |
| 0515-0530 | 0 | 0 | 0 |  |
| 0530-0545 | 1 | 2 | 3 |  |
| 0545-0600 | 3 | 0 | 3 | 6 |
| 0600-0615 | 3 | 0 | 3 |  |
| 0615-0630 | 5 | 0 | 5 |  |
| 0630-0645 | 4 | 1 | 5 |  |
| 0645-0700 | 2 | 0 | 2 | 15 |
| 0700-0715 | 1 | 1 | 2 |  |
| 0715-0730 | 3 | 2 | 5 |  |
| 0730-0745 | 0 | 1 | 1 |  |
| 0745-0800 | 1 | 0 | 1 | 9 |
| 0800-0815 | 2 | 2 | 4 |  |
| 0815-0830 | 0 | 2 | 2 |  |
| 0830-0845 | 2 | 0 | 2 |  |
| 0845-0900 | 1 | 3 | 4 | 12 |
| 0900-0915 | 1 | 1 | 2 |  |
| 0915-0930 | 1 | 0 | 1 |  |
| 0930-0945 | 2 | 0 | 2 |  |
| 0945-1000 | 4 | 2 | 6 | 11 |
| 1000-1015 | 1 | 0 | 1 |  |
| 1015-1030 | 3 | 0 | 3 |  |
| 1030-1045 | 0 | 0 | 0 |  |
| 1045-1100 | 2 | 1 | 3 | 7 |
| 1100-1115 | 0 | 0 | 0 |  |
| 1115-1130 | 2 | 2 | 4 |  |
| 1130-1145 | 2 | 0 | 2 |  |
| 1145-1200 | 0 | 1 | 1 | 7 |


| Time | Volume Summary 15min |  | 15 min Total | 60min <br> Total |
| :---: | :---: | :---: | :---: | :---: |
|  | NB | SB |  |  |
| 1200-1215 | 1 | 0 | 1 |  |
| 1215-1230 | 1 | 3 | 4 |  |
| 1230-1245 | 0 | 1 | 1 |  |
| 1245-1300 | 0 | 2 | 2 | 8 |
| 1300-1315 | 2 | 1 | 3 |  |
| 1315-1330 | 2 | 1 | 3 |  |
| 1330-1345 | 2 | 1 | 3 |  |
| 1345-1400 | 2 | 1 | 3 | 12 |
| 1400-1415 | 2 | 3 | 5 |  |
| 1415-1430 | 0 | 4 | 4 |  |
| 1430-1445 | 0 | 0 | 0 |  |
| 1445-1500 | 2 | 6 | 8 | 17 |
| 1500-1515 | 6 | 4 | 10 |  |
| 1515-1530 | 2 | 0 | 2 |  |
| 1530-1545 | 1 | 0 | 1 |  |
| 1545-1600 | 1 | 2 | 3 | 16 |
| 1600-1615 | 3 | 1 | 4 |  |
| 1615-1630 | 1 | 3 | 4 |  |
| 1630-1645 | 2 | 5 | 7 |  |
| 1645-1700 | 3 | 2 | 5 | 20 |
| 1700-1715 | 2 | 1 | 3 |  |
| 1715-1730 | 1 | 1 | 2 |  |
| 1730-1745 | 4 | 6 | 10 |  |
| 1745-1800 | 1 | 3 | 4 | 19 |
| 1800-1815 | 2 | 4 | 6 |  |
| 1815-1830 | 0 | 2 | 2 |  |
| 1830-1845 | 0 | 2 | 2 |  |
| 1845-1900 | 2 | 4 | 6 | 16 |
| 1900-1915 | 1 | 2 | 3 |  |
| 1915-1930 | 6 | 5 | 11 |  |
| 1930-1945 | 3 | 1 | 4 |  |
| 1945-2000 | 4 | 1 | 5 | 23 |
| 2000-2015 | 0 | 1 | 1 |  |
| 2015-2030 | 0 | 1 | 1 |  |
| 2030-2045 | 0 | 0 | 0 |  |
| 2045-2100 | 1 | 0 | 1 | 3 |
| 2100-2115 | 0 | 1 | 1 |  |
| 2115-2130 | 1 | 5 | 6 |  |
| 2130-2145 | 2 | 1 | 3 |  |
| 2145-2200 | 0 | 0 | 0 | 10 |
| 2200-2215 | 0 | 2 | 2 |  |
| 2215-2230 | 1 | 2 | 3 |  |
| 2230-2245 | 0 | 0 | 0 |  |
| 2245-2300 | 0 | 0 | 0 | 5 |
| 2300-2315 | 0 | 1 | 1 |  |
| 2315-2330 | 0 | 0 | 0 |  |
| 2330-2345 | 0 | 1 | 1 |  |
| 2345-0000 | 0 | 0 | 0 | 2 |


| Session Total | 113 | 110 | $\mathbf{2 2 3}$ |  |
| :---: | :---: | :---: | :---: | :---: |
| Session Average | 1.18 | 1.15 | $\mathbf{2 . 3 2}$ |  |
| Session Percentage | 50.67 | 49.33 |  |  |
|  |  |  |  |  |

## 24-Hour Classification Count Willie Robinson Road east of Leach Road



$\qquad$


Date
$\frac{\text { laflong }}{3437108}$
$34.371087^{\circ},-83.924362^{\circ}$
$0000-2400$ (Weekday 24 h Session) (08-15-2023)

|  | Bi-Directional 15 min |  |  |  |  |  |  |  |  |  |  |  |  | 15 min | 60 min |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Time | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | Total | Total |
| 0000-0015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| 0015-0030 | 0 | 1 | 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 | 1 |  |
| 0045-0100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 0100-0115 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| 0115-0130 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| 0130-0145 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |  |
| 0145-0200 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 |
| 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 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 0300-0315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| 0315-0330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| 0330-0345 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| 0345-0400 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0400-0415 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| 0415-0430 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| 0430-0445 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |  |
| 0445-0500 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 5 |
| 0500-0515 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |  |
| 0515-0530 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| 0530-0545 | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |  |
| 0545-0600 | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 10 |
| 0600-0615 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 |  |
| 0615-0630 | 1 | 4 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 |  |
| 0630-0645 | 0 | 3 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |  |
| 0645-0700 | 0 | 5 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 26 |
| 0700-0715 | 0 | 4 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 |  |
| 0715-0730 | 0 | 8 | 3 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 12 |  |
| 0730-0745 | 0 | 4 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 |  |
| 0745-0800 | 0 | 8 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 38 |
| 0800-0815 | 0 | 7 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 |  |
| 0815-0830 | 0 | 5 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 |  |
| 0830-0845 | 0 | 6 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 |  |
| 0845-0900 | 0 | 4 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 33 |
| 0900-0915 | 0 | 1 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |  |
| 0915-0930 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |  |
| 0930-0945 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |  |
| 0945-1000 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 15 |
| 1000-1015 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |  |
| 1015-1030 | 0 | 6 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 |  |
| 1030-1045 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |  |
| 1045-1100 | 0 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 15 |
| 1100-1115 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |  |
| 1115-1130 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 |  |
| 1130-1145 | 0 | 1 | 5 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 |  |
| 1145-1200 | 0 | 4 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 21 |
| 1200-1215 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |  |
| 1215-1230 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |  |
| 1230-1245 | 0 | 6 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 |  |
| 1245-1300 | 0 | 3 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 22 |
| 1300-1315 | 0 | 5 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |  |
| 1315-1330 | 0 | 6 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 |  |
| 1330-1345 | 0 | 5 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 |  |
| 1345-1400 | 1 | 5 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 30 |
| 1400-1415 | 0 | 8 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 |  |
| 1415-1430 | 0 | 8 | 1 | 0 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 |  |
| 1430-1445 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |  |
| 1445-1500 | 0 | 6 | 3 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 37 |
| 1500-1515 | 0 | 7 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 |  |
| 1515-1530 | 0 | 6 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 |  |
| 1530-1545 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |  |
| 1545-1600 | 0 | 8 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 | 34 |
| 1600-1615 | 0 | 4 | 4 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 |  |
| 1615-1630 | 0 | 10 | 3 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 15 |  |
| 1630-1645 | 0 | 6 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 |  |
| 1645-1700 | 0 | 5 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 10 | 47 |
| 1700-1715 | 0 | 11 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13 |  |
| 1715-1730 | 0 | 6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |  |
| 1730-1745 | 0 |  | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 |  |
| 1745-1800 | 0 | 9 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 44 |
| 1800-1815 | 0 | 10 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 |  |
| 1815-1830 | 0 | 4 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |  |
| 1830-1845 | 0 | 3 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |  |
| 1845-1900 | 0 | 7 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 11 | 37 |
| 1900-1915 | 0 | 4 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 |  |
| 1915-1930 | 0 | 7 | 6 | 0 | 1 | - | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 |  |
| 1930-1945 | 0 | 2 | 3 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 6 |  |
| 1945-2000 | 1 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 7 | 32 |
| 2000-2015 | 0 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |  |
| 2015-2030 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |  |
| 2030-2045 | 0 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| 2045-2100 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 7 |
| 2100-2115 | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |  |
| 2115-2130 | 0 | 8 | 4 | 0 | 0 |  | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 12 |  |
| 2130-2145 | 0 |  | 3 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 9 |  |
| 2145-2200 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 26 |
| 2200-2215 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |  |
| 2215-2230 | 0 | 3 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 |  |
| 2230-2245 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |  |
| 2245-2300 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 |
| 2300-2315 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |  |
| 2315-2330 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| 2330-2345 | 0 |  | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |  |
| 2345-0000 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 3 |


| Session Total | 4 | 305 | 165 | 7 | 12 | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 496 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Session Average | 0.04 | 3.18 | 1.72 | 0.07 | 0.13 | 0.00 | 0.00 | 0.02 | 0.01 | 0.00 | 0.00 | 0.00 | 0.00 | 5.17 |
| Session Percentage | 0.81 | 61.49 | 33.27 | 1.41 | 2.42 | 0.00 | 0.00 | 0.40 | 0.20 | 0.00 | 0.00 | 0.00 | 0.00 |  |
| AM Peak Hour | $0530-0630$ | 0715-0815 | 0530-0630 | 0700-0800 | 0600-0700 | - | - | 0630-0730 | 0915-1015 | - | - | - | - | 0715-0815 |
| AM Peak Volume | 1 | 27 | 12 | 3 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 39 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Noon Peak Hour | 1300-1400 | 1330-1430 | 1130-1230 | 1415-1515 | 1000-1100 | - | - | - | 1000-1100 | - | - | - | - | 1330-1430 |
| Noon Peak Volume | 1 | 26 | 13 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 40 |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PM Peak Hour | 1900-2000 | 1700-1800 | 1600-1700 | 1530-1630 | 1530-1630 |  | - | 1845-1945 | - | - |  |  | - | 1615-1715 |
| PM Peak Volume | 1 | 35 | 18 | 2 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 50 |

Site 2
Willie Robinson Rd,
east of Leach Rd

Date
Tuesday, August 15, 2023

Lat/Long
$34.371087^{\circ}$, $83.924362^{\circ}$

Weather
Mostly Cloudy
$80^{\circ} \mathrm{F}$

0000-2400 (Weekday 24h Session) (08-15-2023)
Volume Summary 15 min

|  | Volume Summary 15min |  | 15min | 60 min |
| :---: | :---: | :---: | :---: | :---: |
| TIME | EB | WB | Total | Total |
| 0000-0015 | 0 | 0 | 0 |  |
| 0015-0030 | 0 | 1 | 1 |  |
| 0030-0045 | 0 | 1 | 1 |  |
| 0045-0100 | 0 | 0 | 0 | 2 |
| 0100-0115 | 0 | 0 | 0 |  |
| 0115-0130 | 0 | 0 | 0 |  |
| 0130-0145 | 0 | 1 | 1 |  |
| 0145-0200 | 1 | 0 | 1 | 2 |
| 0200-0215 | 1 | 0 | 1 |  |
| 0215-0230 | 0 | 1 | 1 |  |
| 0230-0245 | 0 | 0 | 0 |  |
| 0245-0300 | 0 | 0 | 0 | 2 |
| 0300-0315 | 0 | 0 | 0 |  |
| 0315-0330 | 0 | 0 | 0 |  |
| 0330-0345 | 0 | 0 | 0 |  |
| 0345-0400 | 0 | 0 | 0 | 0 |
| 0400-0415 | 0 | 0 | 0 |  |
| 0415-0430 | 0 | 0 | 0 |  |
| 0430-0445 | 2 | 0 | 2 |  |
| 0445-0500 | 2 | 1 | 3 | 5 |
| 0500-0515 | 1 | 0 | 1 |  |
| 0515-0530 | 0 | 0 | 0 |  |
| 0530-0545 | 2 | 2 | 4 |  |
| 0545-0600 | 5 | 0 | 5 | 10 |
| 0600-0615 | 5 | 0 | 5 |  |
| 0615-0630 | 7 | 1 | 8 |  |
| 0630-0645 | 5 | 1 | 6 |  |
| 0645-0700 | 7 | 0 | 7 | 26 |
| 0700-0715 | 6 | 2 | 8 |  |
| 0715-0730 | 9 | 3 | 12 |  |
| 0730-0745 | 3 | 4 | 7 |  |
| 0745-0800 | 11 | 0 | 11 | 38 |
| 0800-0815 | 6 | 3 | 9 |  |
| 0815-0830 | 4 | 4 | 8 |  |
| 0830-0845 | 7 | 0 | 7 |  |
| 0845-0900 | 5 | 4 | 9 | 33 |
| 0900-0915 | 2 | 1 | 3 |  |
| 0915-0930 | 4 | 2 | 6 |  |
| 0930-0945 | 2 | 0 | 2 |  |
| 0945-1000 | 2 | 2 | 4 | 15 |
| 1000-1015 | 1 | 0 | 1 |  |
| 1015-1030 | 6 | 1 | 7 |  |
| 1030-1045 | 2 | 0 | 2 |  |
| 1045-1100 | 3 | 2 | 5 | 15 |
| 1100-1115 | 1 | 1 | 2 |  |
| 1115-1130 | 2 | 3 | 5 |  |
| 1130-1145 | 4 | 3 | 7 |  |
| 1145-1200 | 2 | 5 | 7 | 21 |


| Time | Volume Summary 15min |  | 15 min Total | 60min <br> Total |
| :---: | :---: | :---: | :---: | :---: |
|  | EB | WB |  |  |
| 1200-1215 | 2 | 2 | 4 |  |
| 1215-1230 | 3 | 3 | 6 |  |
| 1230-1245 | 2 | 5 | 7 |  |
| 1245-1300 | 1 | 4 | 5 | 22 |
| 1300-1315 | 3 | 3 | 6 |  |
| 1315-1330 | 4 | 3 | 7 |  |
| 1330-1345 | 4 | 3 | 7 |  |
| 1345-1400 | 5 | 5 | 10 | 30 |
| 1400-1415 | 6 | 8 | 14 |  |
| 1415-1430 | 2 | 7 | 9 |  |
| 1430-1445 | 1 | 3 | 4 |  |
| 1445-1500 | 3 | 7 | 10 | 37 |
| 1500-1515 | 7 | 4 | 11 |  |
| 1515-1530 | 3 | 5 | 8 |  |
| 1530-1545 | 3 | 3 | 6 |  |
| 1545-1600 | 2 | 7 | 9 | 34 |
| 1600-1615 | 5 | 5 | 10 |  |
| 1615-1630 | 5 | 10 | 15 |  |
| 1630-1645 | 4 | 8 | 12 |  |
| 1645-1700 | 4 | 6 | 10 | 47 |
| 1700-1715 | 8 | 5 | 13 |  |
| 1715-1730 | 2 | 4 | 6 |  |
| 1730-1745 | 5 | 9 | 14 |  |
| 1745-1800 | 5 | 6 | 11 | 44 |
| 1800-1815 | 2 | 12 | 14 |  |
| 1815-1830 | 2 | 4 | 6 |  |
| 1830-1845 | 1 | 5 | 6 |  |
| 1845-1900 | 4 | 7 | 11 | 37 |
| 1900-1915 | 1 | 4 | 5 |  |
| 1915-1930 | 7 | 7 | 14 |  |
| 1930-1945 | 4 | 2 | 6 |  |
| 1945-2000 | 5 | 2 | 7 | 32 |
| 2000-2015 | 1 | 2 | 3 |  |
| 2015-2030 | 0 | 3 | 3 |  |
| 2030-2045 | 0 | 0 | 0 |  |
| 2045-2100 | 1 | 0 | 1 | 7 |
| 2100-2115 | 1 | 3 | 4 |  |
| 2115-2130 | 2 | 10 | 12 |  |
| 2130-2145 | 4 | 5 | 9 |  |
| 2145-2200 | 1 | 0 | 1 | 26 |
| 2200-2215 | 0 | 3 | 3 |  |
| 2215-2230 | 1 | 3 | 4 |  |
| 2230-2245 | 0 | 1 | 1 |  |
| 2245-2300 | 0 | 0 | 0 | 8 |
| 2300-2315 | 0 | 1 | 1 |  |
| 2315-2330 | 0 | 0 | 0 |  |
| 2330-2345 | 0 | 1 | 1 |  |
| 2345-0000 | 0 | 1 | 1 | 3 |


| Session Total | 246 | 250 | 496 |
| :---: | :---: | :---: | :---: |
| Session Average | 2.56 | 2.60 | $\mathbf{5 . 1 7}$ |
| Session Percentage | 49.60 | 50.40 |  |
|  |  |  |  |

## Appendix C

Growth Rate Summary


| GDOT Historical Growth Rate |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Location | Station ID | 2022 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014 | 2013 | 2012 | 2011 | 2010 | 2009 | 5 year | 10 year |
| Green Hill Road n/o Chestatee Road | 139-8021 | 2378 |  | 2532 |  |  |  | 1950 |  |  |  |  |  | -1.6\% | 2.5\% |
| Lawson Robison Road n/o Whelchel Mill Road | 139-8165 |  | 1266 |  |  | 965 |  |  |  | 848 |  |  |  | 9.5\% | 5.9\% |
| Chestatee Road n/o Summer Lake Drive | 139-7378 | 5652 | 5060 | 5586 |  | 5143 |  |  | 4663 |  |  |  |  | -0.5\% | 2.2\% |
| Price Rd /o Elrod Rd | 139-0336 |  | 8760 |  |  |  | 7394 |  | 6932 |  | 7270 | 6840 |  | 4.3\% | 2.8\% |
| Sardis Rd n/o Allison Rd | 139-0509 |  | 8973 |  |  | 9014 |  |  |  | 8358 |  |  |  | -0.2\% | 1.0\% |
| 5 \& 10-Year Average |  |  |  |  |  |  |  |  |  |  |  |  |  | 2.3\% | 2.9\% |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  | 2.6\% |  |


| Growth Rate BasedGeographic Area | Average 5-Year Growth Rate From 2020-2050 |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | 2020-2025 | 2025-2030 | 2030-2035 | 2035-2040 | 2040-2045 | 2045-2050 |
| Hall County | 1.6\% | 1.4\% | 1.3\% | 1.1\% | 1.0\% | 1.0\% |
|  | Average |  |  | 1.2\% |  |  |
|  |  |  |  | Average 10-Year Growth Rate From 2020-2050 |  |  |
|  | 2020-2030 |  | 2030-2040 |  | 2040-2050 |  |
|  | 1.3\% |  | 1.3\% |  | 1.1\% |  |
|  | Average |  |  | 1.2\% |  |  | $1.6 \%$

Appendix D
Synchro Reports

## Synchro Reports

Existing Year (2023)

| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 1.8 |  |  |  |  |  |
| Movement | EBT | EBR | WBL | WBT | NBL | NBR |
| Lane Configurations | 1 |  |  | -1 | 4. |  |
| Traffic Vol, veh/h | 24 | 0 | 4 | 5 | 0 | 5 |
| Future Vol, veh/h | 24 | 0 | 4 | 5 | 0 | 5 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | - | - | 0 | - |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 80 | 80 | 80 | 80 | 80 | 92 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 30 | 0 | 5 | 6 | 0 | 5 |




| Major/Minor | Major1 |  | Major2 |  |  | Minor1 |  | Minor2 |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Conflicting Flow All | 85 | 0 | 0 | 163 | 0 | 0 | 0250 | 252 | 163 | 249 | 249 | 82 |  |
| Stage 1 | - | - | - | - | - |  | 163 | 163 | - | 86 | 86 | - |  |
| Stage 2 | - | - | - | - | - |  | 87 | 89 | - | 163 | 163 |  |  |
| Critical Hdwy | 4.12 | - | - | 4.12 | - | - | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |  |
| Critical Hdwy Stg 1 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |  |
| Critical Hdwy Stg 2 | - | - | - | - | - | - | 6.12 | 5.52 | - | 6.12 | 5.52 | - |  |
| Follow-up Hdwy | 2.218 | - |  | 2.218 | - |  | - 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |  |
| Pot Cap-1 Maneuver | 1512 | - | - | 1416 | - | - | 703 | 651 | 882 | 705 | 654 | 978 |  |
| Stage 1 | - | - | - | - | - |  | 839 | 763 | - | 922 | 824 | - |  |
| Stage 2 | - | - | - | - | - |  | 921 | 821 | - | 839 | 763 | - |  |
| Platoon blocked, \% |  | - | - |  | - | - | - |  |  |  |  |  |  |
| Mov Cap-1 Maneuver | 1512 | - | - | 1416 | - | - | 702 | 650 | 882 | 704 | 653 | 978 |  |
| Mov Cap-2 Maneuver | - | - | - | - | - |  | 702 | 650 | - | 704 | 653 | - |  |
| Stage 1 | - | - |  | - | - |  | 839 | 763 | - | 922 | 823 | - |  |
| Stage 2 | - | - | - | - | - |  | 919 | 820 | - | 839 | 763 | - |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Approach | EB |  |  | WB |  |  | NB |  |  | SB |  |  |  |
| HCM Control Delay, s | 0 |  |  | 0.2 |  |  | 0 |  |  | 10.2 |  |  |  |
| HCM LOS |  |  |  |  |  |  | A |  |  | B |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Minor Lane/Major Mvm |  |  | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |  |  |  |  |
| Capacity (veh/h) |  | - | 1512 | - | - | 1416 | 6 | - | 717 |  |  |  |  |
| HCM Lane V/C Ratio |  | - | - | - |  | - 0.002 | 2 | - | 0.028 |  |  |  |  |
| HCM Control Delay (s) |  | 0 | 0 | - | - | 7.5 | 50 | - | 10.2 |  |  |  |  |
| HCM Lane LOS |  | A | A | - | - | A | A A | - | B |  |  |  |  |
| HCM 95th \%tile Q(veh) |  | - | 0 | - | - | 0 | 0 | - | 0.1 |  |  |  |  |


| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| $l$ |  |  |  |  |  |  |



| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |







| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 1.1 |  |  |  |  |  |
| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
| Lane Configurations | T |  |  | -1 | a |  |
| Traffic Vol, veh/h | 2 | 13 | 16 | 115 | 80 | 0 |
| Future Vol, veh/h | 2 | 13 | 16 | 115 | 80 | 0 |
| 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 | - | - | - | - | - |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 90 | 90 | 90 | 90 | 90 | 90 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 2 | 14 | 18 | 128 | 89 | 0 |



| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 0.4 |  |  |  |  |  |
| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
| Lane Configurations | 1 |  | l |  |  | $\uparrow$ |
| Traffic Vol, veh/h | 7 | 4 | 97 | 6 | 0 | 133 |
| Future Vol, veh/h | 7 | 4 | 97 | 6 | 0 | 133 |
| 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 | - | - | - | - | - |
| Veh in Median Storage, $\#$ | 0 | - | 0 | - | - | 0 |
| Grade, \% | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 95 | 95 | 95 | 95 | 95 | 95 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 7 | 4 | 102 | 6 | 0 | 140 |



Synchro Reports
No-Build Year (2030)

| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 1.7 |  |  |  |  |  |
| Movement | EBT | EBR | WBL | WBT | NBL | NBR |
| Lane Configurations | 1 |  |  | -1 | 4. |  |
| Traffic Vol, veh/h | 27 | 0 | 4 | 6 | 0 | 6 |
| Future Vol, veh/h | 27 | 0 | 4 | 6 | 0 | 6 |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | - | - | 0 | - |
| Veh in Median Storage, \# | 0 | - | - | 0 | 0 | - |
| Grade, \% | 0 | - | - | 0 | 0 | - |
| Peak Hour Factor | 80 | 80 | 80 | 80 | 80 | 92 |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 34 | 0 | 5 | 8 | 0 | 7 |


| Major/Minor M | Major1 |  | Major2 |  | Minor1 |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Conflicting Flow All | 0 | 0 | 34 | 0 | 52 | 34 |
| Stage 1 | - | - | - | - | 34 | - |
| Stage 2 | - | - | - | - | 18 | - |
| 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 | - | , | 1578 | - | 957 | 1039 |
| Stage 1 | - | - | - | - | 988 | - |
| Stage 2 | - | - | - | - | 1005 | - |
| Platoon blocked, \% | - | - |  | - |  |  |
| Mov Cap-1 Maneuver | - | - | 1578 | - | 954 | 1039 |
| Mov Cap-2 Maneuver | - | - | - | - | 954 | - |
| Stage 1 | - | - | - | - | 988 | - |
| Stage 2 | - | - | - | - | 1002 | - |
|  |  |  |  |  |  |  |
| Approach | EB |  | WB |  | NB |  |
| HCM Control Delay, s | 0 |  | 2.9 |  | 8.5 |  |
| HCM LOS |  |  |  |  | A |  |
|  |  |  |  |  |  |  |
| Minor Lane/Major Mvmt |  | NBLn1 | EBT | EBR | WBL | WBT |
| Capacity (veh/h) |  | 1039 | - | - | 1578 | - |
| HCM Lane V/C Ratio |  | 0.006 | - |  | 0.003 | - |
| HCM Control Delay (s) |  | 8.5 | - | - | 7.3 | 0 |
| HCM Lane LOS |  | A | - | - | A | A |
| HCM 95th \%tile Q(veh) |  | 0 | - | - | 0 | - |



| Major/Minor | Major1 |  | Major2 |  |  | Minor1 |  |  | Minor2 |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Conflicting Flow All | 96 | 0 | 0 | 183 | 0 | 0 | O 280 | 283 | 183 | 280 | 280 | 93 |  |
| Stage 1 | - | - | - | - | - |  | 183 | 183 | - | 97 | 97 | - |  |
| Stage 2 | - | - | - | - | - |  | 97 | 100 | - | 183 | 183 | - |  |
| Critical Hdwy | 4.12 | - | - | 4.12 | - |  | 7.12 | 6.52 | 6.22 | 7.12 | 6.52 | 6.22 |  |
| Critical Hdwy Stg 1 | - | - | - | - | - |  | 6.12 | 5.52 | - | 6.12 | 5.52 | - |  |
| Critical Hdwy Stg 2 | - | - | - | - | - |  | 6.12 | 5.52 | - | 6.12 | 5.52 | - |  |
| Follow-up Hdwy | 2.218 | - | - | 2.218 | - |  | - 3.518 | 4.018 | 3.318 | 3.518 | 4.018 | 3.318 |  |
| Pot Cap-1 Maneuver | 1498 | - | - | 1392 | - |  | 672 | 626 | 859 | 672 | 628 | 964 |  |
| Stage 1 | - | - | - | - | - |  | 819 | 748 | - | 910 | 815 | - |  |
| Stage 2 | - | - | - | - | - |  | 910 | 812 | - | 819 | 748 | - |  |
| Platoon blocked, \% |  | - | - |  | - |  | - |  |  |  |  |  |  |
| Mov Cap-1 Maneuver | 1498 | - | - | 1392 | - |  | 670 | 625 | 859 | 671 | 627 | 964 |  |
| Mov Cap-2 Maneuver | - | - | - | - | - |  | 670 | 625 | - | 671 | 627 | - |  |
| Stage 1 | - | - | - | - | - |  | 819 | 748 | - | 910 | 813 | - |  |
| Stage 2 | - | - | - | - |  |  | 907 | 810 | - | 819 | 748 | - |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Approach | EB |  |  | WB |  |  | NB |  |  | SB |  |  |  |
| HCM Control Delay, s | 0 |  |  | 0.2 |  |  | 0 |  |  | 10.4 |  |  |  |
| HCM LOS |  |  |  |  |  |  | A |  |  | B |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Minor Lane/Major Mvm |  |  | EBL | EBT | EBR | WBL | WBT | WBR | SBLn1 |  |  |  |  |
| Capacity (veh/h) |  | - | 1498 | - | - | 1392 | 2 | - | 683 |  |  |  |  |
| HCM Lane V/C Ratio |  | - | - | - |  | 0.002 | 2 | - | 0.033 |  |  |  |  |
| HCM Control Delay (s) |  | 0 | 0 | - | - | 7.6 | - 0 | - | 10.4 |  |  |  |  |
| HCM Lane LOS |  | A | A | - | - | A | A A | - | B |  |  |  |  |
| HCM 95th \%tile Q(veh) |  | - | 0 | - | - | 0 | 0 | - | 0.1 |  |  |  |  |





| Major/Minor | Minor1 | Major1 |  |  | Major2 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Conflicting Flow All | 316 | 226 | 0 | 0 | 231 | 0 |  |
| Stage 1 | 226 | - | - | - | - | - |  |
| Stage 2 | 90 | - | - | - | - | - |  |
| Critical Hdwy | 6.42 | 6.22 | - | - | 4.12 | - |  |
| Critical Hdwy Stg 1 | 5.42 | - | - | - | - | - |  |
| Critical Hdwy Stg 2 | 5.42 | - | - | - | - | - |  |
| Follow-up Hdwy | 3.518 | 3.318 | - | - | 2.218 | - |  |
| Pot Cap-1 Maneuver | 677 | 813 | - | - | 1337 | - |  |
| Stage 1 | 812 | - | - | - | - | - |  |
| Stage 2 | 934 | - | - | - | - | - |  |
| Platoon blocked, \% |  |  | - | - |  | - |  |
| Mov Cap-1 Maneuver | 677 | 813 | - | - | 1337 | - |  |
| Mov Cap-2 Maneuver | 677 | - | - | - | - | - |  |
| Stage 1 | 812 | - | - | - | - | - |  |
| Stage 2 | 934 | - | - | - | - | - |  |
|  |  |  |  |  |  |  |  |
| Approach | WB |  | NB |  | SB |  |  |
| HCM Control Delay, s | 10.1 |  | 0 |  | 0 |  |  |
| HCM LOS | B |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Minor Lane/Major Mvm |  | NBT | NBRV | VBLn1 | SBL | SBT |  |
| Capacity (veh/h) |  | - | - | 711 | 1337 | - |  |
| HCM Lane V/C Ratio |  | - | - | 0.011 | - | - |  |
| HCM Control Delay (s) |  | - | - | 10.1 | 0 | - |  |
| HCM Lane LOS |  | - | - | B | A | - |  |
| HCM 95th \%tile Q(veh) |  | - | - | 0 | 0 | - |  |




| Intersection |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Int Delay, s/veh | 0.2 |  |  |  |  |  |  |  |  |  |  |  |  |
| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |  |
| Lane Configurations |  | \$ |  |  | ¢ |  |  | \$ |  |  | \$ |  |  |
| Traffic Vol, veh/h | 2 | 96 | 0 | 0 | 164 | 16 | 0 | 0 | 1 | 3 | 0 | 0 |  |
| Future Vol, veh/h | 2 | 96 | 0 | 0 | 164 | 16 | 0 | 0 | 1 | 3 | 0 | 0 |  |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| Sign Control F | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |  |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |  |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |  |
| Veh in Median Storage, \# | \# | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |  |
| Grade, \% | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |  |
| Peak Hour Factor | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 | 90 |  |
| Heavy Vehicles, \% | 2 | 6 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |  |
| Mumt Flow | 2 | 107 | 0 | 0 | 182 | 18 | 0 | 0 | 1 | 3 | 0 | 0 |  |



| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | :--- |




| Major/Minor | Minor1 | Major1 |  |  | Major2 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Conflicting Flow All | 275 | 118 | 0 | 0 | 121 | 0 |  |
| Stage 1 | 118 | - | - | - | - | - |  |
| Stage 2 | 157 | - | - | - | - | - |  |
| Critical Hdwy | 6.42 | 6.22 | - | - | 4.12 | - |  |
| Critical Hdwy Stg 1 | 5.42 | - | - | - | - | - |  |
| Critical Hdwy Stg 2 | 5.42 | - | - | - | - | - |  |
| Follow-up Hdwy | 3.518 | 3.318 | - | - | 2.218 | - |  |
| Pot Cap-1 Maneuver | 715 | 934 | - | - | 1467 | - |  |
| Stage 1 | 907 | - | - | - | - | - |  |
| Stage 2 | 871 | - | - | - | - | - |  |
| Platoon blocked, \% |  |  | - | - |  | - |  |
| Mov Cap-1 Maneuver | 715 | 934 | - | - | 1467 | - |  |
| Mov Cap-2 Maneuver | 715 | - | - | - | - | - |  |
| Stage 1 | 907 | - | - | - | - | - |  |
| Stage 2 | 871 | - | - | - | - | - |  |
|  |  |  |  |  |  |  |  |
| Approach | WB |  | NB |  | SB |  |  |
| HCM Control Delay, s | 9.7 |  | 0 |  | 0 |  |  |
| HCM LOS | A |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Minor Lane/Major Mvm |  | NBT | NBR | VBLn1 | SBL | SBT |  |
| Capacity (veh/h) |  | - | - | 776 | 1467 | - |  |
| HCM Lane V/C Ratio |  | - | - | 0.016 | - | - |  |
| HCM Control Delay (s) |  | - | - | 9.7 | 0 | - |  |
| HCM Lane LOS |  | - | - | A | A | - |  |
| HCM 95th \%tile Q(veh) |  | - | - | 0.1 | 0 | - |  |

## Synchro Reports

Build Year (2030)



| Intersection |  |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Int Delay, s/veh | 3.7 |  |  |  |  |  |  |  |  |  |  |  |  |
| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |  |
| Lane Configurations |  | ¢ |  |  | $\uparrow$ |  |  | $\dagger$ |  |  | $\uparrow$ |  |  |
| Traffic Vol, veh/h | 7 | 148 | 0 | 2 | 72 | 32 | 0 | 0 | 0 | 77 | 0 | 42 |  |
| Future Vol, veh/h | 7 | 148 | 0 | 2 | 72 | 32 | 0 | 0 | 0 | 77 | 0 | 42 |  |
| Conflicting Peds, \#/hr | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |  |
| Sign Control F | Free | Free | Free | Free | Free | Free | Stop | Stop | Stop | Stop | Stop | Stop |  |
| RT Channelized | - | - | None | - | - | None | - | - | None | - | - | None |  |
| Storage Length | - | - | - | - | - | - | - | - | - | - | - | - |  |
| Veh in Median Storage, \# | \# | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |  |
| Grade, \% | - | 0 | - | - | 0 | - | - | 0 | - | - | 0 | - |  |
| Peak Hour Factor | 81 | 81 | 81 | 81 | 81 | 81 | 81 | 81 | 81 | 81 | 81 | 81 |  |
| Heavy Vehicles, \% | 2 | 2 | 2 | 2 | 8 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |  |
| Mvmt Flow | 9 | 183 | 0 | 2 | 89 | 40 | 0 | 0 | 0 | 95 | 0 | 52 |  |







| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |














| Major/Minor | Minor1 | Major1 |  |  | Major2 |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Conflicting Flow All | 310 | 125 | 0 | 0 | 136 | 0 |  |
| Stage 1 | 125 | - | - | - | - | - |  |
| Stage 2 | 185 | - | - | - | - | - |  |
| Critical Hdwy | 6.42 | 6.22 | - | - | 4.12 | - |  |
| Critical Hdwy Stg 1 | 5.42 | - | - | - | - | - |  |
| Critical Hdwy Stg 2 | 5.42 | - | - | - | - | - |  |
| Follow-up Hdwy | 3.518 | 3.318 | - | - | 2.218 | - |  |
| Pot Cap-1 Maneuver | 682 | 926 | - | - | 1448 | - |  |
| Stage 1 | 901 | - | - | - | - | - |  |
| Stage 2 | 847 | - | - | - | - | - |  |
| Platoon blocked, \% |  |  | - | - |  | - |  |
| Mov Cap-1 Maneuver | 674 | 926 | - | - | 1448 | - |  |
| Mov Cap-2 Maneuver | 674 | - | - | - | - | - |  |
| Stage 1 | 901 | - | - | - | - | - |  |
| Stage 2 | 838 | - | - | - | - | - |  |
|  |  |  |  |  |  |  |  |
| Approach | WB |  | NB |  | SB |  |  |
| HCM Control Delay, s | 10 |  | 0 |  | 0.6 |  |  |
| HCM LOS | B |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| Minor Lane/Major Mvm |  | NBT | NBR | BLn1 | SBL | SBT |  |
| Capacity (veh/h) |  | - | - | 755 | 1448 | - |  |
| HCM Lane V/C Ratio |  | - | - | 0.053 | 0.009 | - |  |
| HCM Control Delay (s) |  | - | - | 10 | 7.5 | 0 |  |
| HCM Lane LOS |  | - | - | B | A | A |  |
| HCM 95th \%tile Q(veh) |  | - | - | 0.2 | 0 | - |  |


| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |
| Int Delay, s/veh | 2.5 |  |  |  |  |  |
| Movement | EBL | EBR | NBL | NBT | SBT | SBR |
| Lane Configurations | 1 |  |  | $\mathbf{4}$ | 个 | $\mathbf{7}$ |
| Traffic Vol, veh/h | 18 | 12 | 27 | 55 | 57 | 24 |
| Future Vol, veh/h | 18 | 12 | 27 | 55 | 57 | 24 |
| 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 | 20 | 13 | 29 | 60 | 62 | 26 |



| Intersection |  |  |  |  |  |  |
| :--- | ---: | ---: | ---: | ---: | ---: | ---: |





## Appendix E

## Trip Generation Report

## Single-Family Detached Housing <br> (210)

Vehicle Trip Ends vs: Dwelling Units<br>On a: Weekday

## Setting/Location: General Urban/Suburban

Number of Studies: 174
Avg. Num. of Dwelling Units: 246
Directional Distribution: 50\% entering, 50\% exiting
Vehicle Trip Generation per Dwelling Unit


## Single-Family Detached Housing <br> (210)

Vehicle Trip Ends vs: Dwelling Units
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: 192
Avg. Num. of Dwelling Units: 226
Directional Distribution: 25\% entering, $75 \%$ exiting
Vehicle Trip Generation per Dwelling Unit


## Single-Family Detached Housing <br> (210)

Vehicle Trip Ends vs: Dwelling Units
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: 208
Avg. Num. of Dwelling Units: 248
Directional Distribution: 63\% entering, 37\% exiting
Vehicle Trip Generation per Dwelling Unit

| Average Rate | Range of Rates | Standard Deviation |
| :---: | :---: | :---: |
| 0.94 | $0.35-2.98$ | 0.31 |

Data Plot and Equation $\quad$| Enter | Exit | Total |
| :---: | :---: | :---: |
| 180 | 105 | 285 |



From: Emily McGahee (Environmental Health)<br>Sent: Tuesday, October 17, 2023 3:28 PM<br>To: Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)<br>Cc: Beth Garmon (CDI: Planning); Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)<br>Subject:<br>HCPC Tentative Agenda 11.20.23

Please find Environmental Health comments below:

Item 1, 6538 County Line Road, Montano: A 2 lot subdivision plat has been submitted to the Hall County Plat Review Team, which can be approved by Environmental Health. The 3 lot subdivision submitted has not been submitted to the Plat Review Team for review/approval. Additional soils and site visits will be required. Please note that Zoning approval does not imply approval from other county departments. Further determination will be made during the plat review process.

Item 2A/2B, 5013 Pleasant View Circle, Hix: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available. An existing system evaluation/site visit will be required for system serving existing home on property.

Item 3, 3998 Sundown Drive, Randolph: All proposed structures must meet all residential permitting requirements and/or required setbacks to existing septic system. Area for a feasible, full conventional recovery system must be available. An existing system evaluation/site visit will be required for system serving existing home on property. Additional requirements apply if increasing the number of bedrooms.

Item 4, Candlestick Lane, RyRoMa: Must meet all Environmental Health commercial septic system permitting requirements. Further determination will be made during the civil plan review process. Submittal of required items to Environmental Health does not guarantee approval.

Item 5, 3955/4035 Leach Road, Shadowstone: The entire development (all pods) must be developed on public or EPD permitted sewer/septic system. No onsite sewage management systems to be permitted by Environmental Health. Any abandoned well shall be properly closed as per Water Well Standards Act. Any abandoned septic tank shall be pumped by a State certified pumper/hauler and crushed/filled.

## Emily McGahee

Hall County Environmental Health
Hall County Government Center
2875 Browns Bridge Road
Mailing: PO Box 5901
Gainesville, GA 30504
(770) 531-3973
(770) 531-6767 (fax)

| From: | Chavers, Veronica E [VChavers@dot.ga.gov](mailto:VChavers@dot.ga.gov) |
| :--- | :--- |
| Sent: | Monday, October 16, 2023 1:00 PM |
| To: | Anael Dominguez (CDI: Planning) |
| Subject: | RE: Tentative Planning Agenda for November 20, 2023 |

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

See comments below.

Veronica Chavers
DITO Civil Engineer 4

District 1 Traffic Operations
1475 Jesse Jewell Pkwy
Suite 100
Gainesville, GA, 30501
770.533 .8488 office
706.818 .4828 cell

From: Anael Dominguez (CDI: Planning) [adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)
Sent: Thursday, October 12, 2023 9:51 AM
Subject: Tentative Planning Agenda for November 20, 2023

Good morning -

Here is the Tentative Agenda and Maps for the Monday, November 20, 2023 Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development.
Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by Thursday, October 19 ${ }^{\text {th }}$. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

## CALL TO ORDER

## AGENDA REVIEW

## APPROVAL OF MINUTES - November 6, 2023

## NEW BUSINESS

1. 6538 County Line Road Variance $\mid 16.50 .040$ | to reduce the road frontage requirement from 90 feet to 50 feet | on a $1.97 \pm$ acre parcel located on the northwest side of County Line Road, across from its intersection with Booker

Farm Drive | Zoned AR-IV, Tax Parcel 15006D000005 (pt.) | Proposed Use: 3-lot subdivision | * Commission District 3 | Meden Montano, applicant. No GDOT coordination required
2. (A) 5013 Pleasant View Circle | Variance | 17.240 .010 | to reduce the right side yard setback from 10 feet to 5 feet I on a $0.46 \pm$ acre parcel located on the west side of Pleasant View Circle, approximately 206 feet north of its intersection with Stephens Road | Zoned R-I, Tax Parcel 08065000003 HH | Proposed Use: detached garage ل* Commission District 2 | Keith E. Hix, applicant. No GDOT coordination required
(B) 5013 Pleasant View Circle | Variance | 17.240.010 | to reduce the rear yard setback from 20 feet to 5 feet | on a $0.46 \pm$ acre parcel located on the west side of Pleasant View Circle, approximately 206 feet north of its intersection with Stephens Road | Zoned R-I, Tax Parcel 08065000003 HH | Proposed Use: detached garage |* Commission District $2 \mid$ Keith E. Hix, applicant. No GDOT coordination required
3. 3998 Sundown Drive | Variance | 17.240 .010 | to reduce the rear yard setback requirement from 20 feet to 1 foot Lon a $0.43 \pm$ acre tract, located on the north side of Sundown Drive, approximately 760 feet east of its intersection with Hardy Road | Zoned R-I, Tax Parcel 10121000025 | Proposed Use: residential addition | ${ }^{*}$ Commission District 2 Cedric \& Lynne Randolph, applicant. No GDOT coordination required
4. $4549,4555,4561,4567,4571,4601,4607$, and 4611 Candlestick Lane \| Amend Conditions of PRD |9-unit townhome development | on a combined $3.89 \pm$ acres located on the north side of Candlestick Lane, across from its intersection with Shawnee Drive | Zoned PRD, Tax Parcels: $08067000045,000044,000043,000042,000041$, 000039,000038 , and 000037 | Proposed Use: 9-unit townhome development |** Commission District 2 ل RyRoMa Properties, LLC, applicant. No GDOT coordination required
5. 3955 \& 4035 Leach Road | Rezone | from Agricultural Residential III (AR-III) and Residential I (R-I) to Planned Residential Development (PRD) | on a combined $174.44 \pm$ acres located on both the east and west sides of Leach Road, north of the intersection of Leach Road and Red Bird Circle | Zoned AR-III and R-I; Tax Parcels 10033 000001 \& 10050000008 | Proposed use: 307-Iot detached single-family development | ** Commission District 2 | Shadow Stone Partners, LLC, applicant. No GDOT coordination required
*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within 30 days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, January 11, 2024 at 6:00 p.m. at the Hall County Government Center, $2^{\text {nd }}$ 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, January 11, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, $2^{\text {nd }}$ 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


HALL COUNTY
路 Ameit all i=1 hall

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.


POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

# Hall County Government COMMUNITY DEVELOPMENT AND INFRASTRUCTURE PUBLIC WORKS AND UTILITIES 

MEMORANDUM

T0: $\quad$ Randi Doveton, Director of Planning and Development

From: $\quad$ Bill Nash, Director of Public Works and Utilities

Date: October 19, 2023
t: 770.531.6800 | f: 770.531.3945
Subject: $\quad$ November 20, 2023 - Hall County Planning Commission Agenda

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

## NEW BUSINESS

1. 6538 County Line Road | Variance | 16.50.040 | to reduce the road frontage requirement from 90 feet to 50 feet \| on a $1.97 \pm$ acre parcel located on the northwest side of County Line Road, across from its intersection with Booker Farm Drive | Zoned AR-IV, Tax Parcel 15006D000005 (pt.) | Proposed Use: 3-Iot subdivision | * Commission District 3 | Meden Montano, applicant.
a. Engineering: Show stream buffer and impervious setback from wrested vegetation not centerline of stream
b. Traffic: No Comment
c. Utilities: No Sewer utilities within feasible distance
2. (A) 5013 Pleasant View Circle | Variance 17.240 .010 | to reduce the right side yard setback from 10 feet to 5 feet $\mid$ on a $0.46 \pm$ acre parcel located on the west side of Pleasant View Circle, approximately 206 feet north of its intersection with Stephens Road | Zoned R-I, Tax Parcel 08065000003 HH | Proposed Use: detached garage | * Commission District 2 | Keith E. Hix, applicant. (B) 5013 Pleasant View Circle | Variance 17.240 .010 to reduce the rear yard setback from 20 feet to 5 feet $\mid$ on a $0.46 \pm$ acre parcel located on the west side of Pleasant View Circle, approximately 206 feet north of its intersection with Stephens Road I Zoned R-I, Tax Parcel 08065 $000003 \mathrm{HH} \mid$ Proposed Use: detached garage ${ }^{*}$ Commission District 2 Keith E. Hix, applicant.
a. Engineering: No Comment
b. Traffic: No Comment
c. Utilities: No Comment
3. 3998 Sundown Drive | Variance | $17.240 .010 \mid$ to reduce the rear yard setback requirement from 20 feet to 1 foot | on a $0.43 \pm$ acre tract, located on the north side of Sundown Drive, approximately 760 feet east of its intersection with Hardy Road | Zoned R-I, Tax Parcel 10121000025 | Proposed Use: residential addition ل* Commission District 2 |Cedric \& Lynne Randolph, applicant.
a. Engineering: No Comment
b. Traffic: No Comment
c. Utilities: No Comment
4. $4549,4555,4561,4567,4571,4601,4607$, and 4611 Candlestick Lane
$\mid$ Amend Conditions of PRD | 9-unit townhome development | on a combined $3.89 \pm$ acres located on the north side of Candlestick Lane, across from its intersection with Shawnee Drive \| Zoned PRD, Tax Parcels: $08067000045,000044,000043,000042,000041,000039$, 000038 , and 000037 | Proposed Use: 9-unit townhome development | ** Commission District 2 | RyRoMa Properties, LLC, applicant.
a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
Show FEMA and Hall County studied Flood plains that are present on site
b. Traffic: No parking on right-of-way permitted. A portion of the parking lot for building 3 is shown on the right-of-way and will need to be relocated. As shown, driveways for building 1 do not appear to meet driveway regulations (code 12.40).
c. Utilities: City of Oakwood sewer district

Health department approval required for on-site septic.
5. 3955 \& 4035 Leach Road | Rezone | from Agricultural Residential III (AR-III) and Residential I (R-I) to Planned Residential Development (PRD) on a combined $174.44 \pm$ acres located on both the east and west sides of Leach Road, north of the intersection of Leach Road and Red Bird Circle | Zoned AR-III and R-I; Tax Parcels 10033000001 \& 10050 000008 | Proposed use: 307-Iot detached single-family development [** Commission District 2 | Shadow Stone Partners, LLC, applicant.
a. Engineering: This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.
Show stream buffer and impervious setback from wrested vegetation not centerline of stream.
Show FEMA and Hall County studied Flood plains that are present on site.
b. Traffic: Recommend a condition that requires the recommendations outlined in the traffic impact study be implemented and all costs associated with the improvements be the financial responsibility of the applicant/ developer.
c. Utilities: Gainesville/ Hall sewer district: no sewer connection within feasible distance.

| From: | Steve Watson (Real Property) |
| :--- | :--- |
| Sent: | Thursday, October 12, 2023 10:13 AM |
| To: | Anael Dominguez (CDI: Planning) |
| Cc: | Nicole Griffin (Tax Assessors); Susan Taylor (Tax Assessors) |
| Subject: | RE: Tentative Planning Agenda for November 20, 2023 |

From:
Sent:
To:

Subject:

Steve Watson (Real Property)
Thursday, October 12, 2023 10:13 AM
Anael Dominguez (CDI: Planning)
Nicole Griffin (Tax Assessors); Susan Taylor (Tax Assessors)
RE: Tentative Planning Agenda for November 20, 2023

On \#5.( 10033000001 is currently under Conservation Use covenant. Will be okay to rezone, however, penalty would be pending any activity during calendar year 2023. Covenant expires 12/31/2023.

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

## HALL COUNTY <br> We have it all in Hall

From: Anael Dominguez (CDI: Planning) [adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)
Sent: Thursday, October 12, 2023 9:51 AM
Subject: Tentative Planning Agenda for November 20, 2023

Good morning -

Here is the Tentative Agenda and Maps for the Monday, November 20, 2023 Hall County Planning Commission Meeting.

Please use the links to review the documents and respond with comments to Hall County Planning and Development. Failure to provide comments in a timely manner may result in the information not being included in the staff report.

When submitting comments, please include the name of the applicant along with the address of the property with the corresponding comment.

Comments are due by Thursday, October 19 ${ }^{\text {th. }}$. Email comments to Randi (rdoveton@hallcounty.org) and Ana (adominguez@hallcounty.org).

## CALL TO ORDER

## APPROVAL OF MINUTES - November 6, 2023

## NEW BUSINESS

1. 6538 County Line Road | Variance ${ }^{2} 16.50 .040$ | to reduce the road frontage requirement from 90 feet to 50 feet | on a $1.97 \pm$ acre parcel located on the northwest side of County Line Road, across from its intersection with Booker Farm Drive | Zoned AR-IV, Tax Parcel 15006D000005 (pt.)| Proposed Use: 3-lot subdivision | * Commission District 3 | Meden Montano, applicant.
2. (A) 5013 Pleasant View Circle | Variance 17.240 .010 |to reduce the right side yard setback from 10 feet to 5 feet I on a $0.46 \pm$ acre parcel located on the west side of Pleasant View Circle, approximately 206 feet north of its intersection with Stephens Road | Zoned R-I, Tax Parcel $08065000003 H H \mid$ Proposed Use: detached garage ${ }^{\text {* }}$ Commission District $2 \mid$ Keith E. Hix, applicant.
(B) 5013 Pleasant View Circle | Variance 17.240 .010 | to reduce the rear yard setback from 20 feet to 5 feet | on a $0.46 \pm$ acre parcel located on the west side of Pleasant View Circle, approximately 206 feet north of its intersection with Stephens Road | Zoned R-I, Tax Parcel $08065000003 \mathrm{HH} \mid$ Proposed Use: detached garage | * Commission District 2 | Keith E. Hix, applicant.
3. 3998 Sundown Drive | Variance |17.240.010| to reduce the rear yard setback requirement from 20 feet to 1 foot I on a $0.43 \pm$ acre tract, located on the north side of Sundown Drive, approximately 760 feet east of its intersection with Hardy Road | Zoned R-I, Tax Parcel 10121000025 | Proposed Use: residential addition | * Commission District 2 | Cedric \& Lynne Randolph, applicant.
4. $4549,4555,4561,4567,4571,4601,4607$, and 4611 Candlestick Lane | Amend Conditions of PRD | 9-unit townhome development | on a combined $3.89 \pm$ acres located on the north side of Candlestick Lane, across from its intersection with Shawnee Drive | Zoned PRD, Tax Parcels: $08067000045,000044,000043,000042,000041$, 000039, 000038, and 000037 | Proposed Use: 9-unit townhome development |** Commission District 2 ل RyRoMa Properties, LLC, applicant.
5. 3955 \& 4035 Leach Road | Rezone \| from Agricultural Residential III (AR-III) and Residential I (R-I) to Planned Residential Development (PRD) | on a combined $174.44 \pm$ acres located on both the east and west sides of Leach Road, north of the intersection of Leach Road and Red Bird Circle | Zoned AR-III and R-I; Tax Parcels 10033 000001 \& 10050000008 | Proposed use: 307 -lot detached single-family development | ** Commission District 2 | Shadow Stone Partners, LLC, applicant.
*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an
application with the Planning Department within 30 days of the Planning Commission's decision.
The Hall County Board of Commissioners will hear appeals at a public hearing Thursday, January 11, 2024 at 6:00 p.m. at the Hall County Government Center, $2^{\text {nd }}$ 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, January 11, 2024. The Board will meet at 6:00 p.m. at the Hall County Government Center, $2^{\text {nd }}$ 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

| From: | John Hornick (Fire Services) |
| :--- | :--- |
| Sent: | Thursday, October 19, 2023 2:56 PM |
| To: | Anael Dominguez (CDI: Planning) |
| Cc: | Randi Doveton (CDI: Planning) |
| Subject: | Fire Comments |

Monday, November 20, 2023 Hall County Planning Commission Meeting.

1. 3955 \& 4035 Leach Road | Rezone \| from Agricultural Residential III (AR-III) and Residential I (R-I) to Planned Residential Development (PRD)| on a combined $174.44 \pm$ acres located on both the east and west sides of Leach Road, north of the intersection of Leach Road and Red Bird Circle | Zoned AR-III and R-I; Tax Parcels 10033 000001 \& 10050000008 | Proposed use: 307-lot detached single-family development ${ }^{\text {** }}$ Commission District 2 | Shadow Stone Partners, LLC, applicant.

Hall County Fire Marshal's Office comments.
7. IFC 2018 Edition add a new section, Appendix D 107.1, as follows: 120-3-3 Rules \& Regulations For The State Minimum Fire Safety Standards.
Developments of one- or two-family dwellings where the number of dwelling units exceeds 120 shall be provided with two separate and approved fire apparatus access roads.
Phase 1 exceeds the above International Fire Code requirement by proposing 126 dwellings and would be required to add an additional fire apparatus access.

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


We the Undersigned do not wish to see the development of 3955 \& 4035 Leach Road | Rezone | from Agricultural Residential III (AR-III) and Residential I (R-I) to Planned Residential Development (PRD) | on a combined $174.44 \pm$ acres located on both the east and west sides of Leach Road, north of the intersection of Leach Road and Red Bird Circle | Zoned AR-III and R-I; Tax Parcels 10033000001 \& 10050000008 | Proposed use: 307-lot detached single-family development | ** Commission District 2 | Shadow Stone Partners, LLC, applicant.

Name $\qquad$ Jason, Tina, Thomas Black
Address $\qquad$ your leach Rel comesuilla Cu
$\qquad$
Name Donald, Dawn, Dylan, Courtney Bruce
Address 4088 leach Rel cures the $\mathrm{C}_{2}$.
$\qquad$

Name $\qquad$ CodyBruse Melonay William BRuce
Address $\qquad$
$\qquad$
Address $\qquad$ 4075 Leach Road

Name $\qquad$ Fran Pear lumen
Address 3840 leach road gainesville GA 3000

Name KURT MARTN
Address $\qquad$ $3826 \angle E A C A R D$
GوFWESVILCL 30506

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Name Steve Brock
Address 3947 leach Rd 30506 LI 55856

Name $\qquad$
Address $\qquad$

Name $\qquad$
address 3753 Leach Rd. Lt 54
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$\qquad$
Name Steve Brock
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Name Glen Lawson
Address 5019 Willie Robinson Rel, Gapesuille, GA

Name $\qquad$
Address $\operatorname{K}(37$ coot SpROGS RJ Oumesville, GA 30s06
Name Jenny Reynolds
Address 5817 Saddle club road
$\qquad$
$\qquad$
Name Ja Hess
Address 5206 H Themes Rd
Name Kyle Reed
Address 4 fry le lin eft
Name Will om Smelt
Address 3q48 Leach Rd Gainesville Ga 30506
$\qquad$
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I** Commission District 2 | Shadow Stone Partners, LLC, applicant.
name Selena manilla
Address 3956 Leach Rd
Name Tim. McMillan
Address 4000 Leach Rd
Gaivesull Ga 30500
Name


Address 3956 (each RAJ.
Gaiverill et 30506
Name DonnA memillan>
Address 3954 Leach
Gainesville Ga $3050 l$
Name JuDith Peck
Address 3840 Leach RD

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\text { Gaines rile GA } 30506
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Name Michael Webb
Address $\qquad$ 3840 Leach RD Gainesville GA 30506

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Name Paul Williams
Address 3604 Leach Rd
$\qquad$ Gainesville, GA 30506
Name TMLER Klemmetses
Address प 1079 LEACH RP
GANESVILE, GA 3OSO6

Name $\qquad$ Dewayne England + Teresa ENGIAND
Address 4123 leach Road
$\qquad$


Nam *LAUREN BRGCK *
andes $\frac{3747 \text { EACH RC. }}{\text { Gainesville, GA } 30506}$
Name $\qquad$
Address $\qquad$
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We the Undersigned do not wish to see the development of 3955 \& 4035 Leach Road | Rezone I from Agricultural Residential III (AR-III) and Residential I (R-I) to Planned Residential Development (PRD) | on a combined $174.44 \pm$ acres located on both the east and west sides of Leach Road, north of the intersection of Leach
Road and Red Bird Circle | Zoned AR-III and R-I; Tax Parcels 10033000001 \&
10050000008 | Proposed use: 307-lot detached single-family development
|** Commission District 2 | Shadow Stone Partners, LLC, applicant.

Name Alex Gaddis
Address 3756 Leach Road Gainesville, Ga 30506

Name $\qquad$ Address 3756 Leach Rd. Gainesville ga 30506
Name Jesus Manzo
Address 3767 Leach Rd Gainesville, GA 30506

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Name Chancre Dover
Address 3704 Kimberly Dr. Gainesville, Gen 305ke
$\qquad$

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Name Lynn Brooks
Address 4703 Willie Robinson Rd
Gainesville, Ga 30506
Name DoNAld couch
Address 4630 WIlliE ROBINSON Rd, GRINESV:IEE $\operatorname{GOSO}$

Name Danielle M. Nash a Zach Wojeck
Address 3840 Red Bird Cir
$\qquad$
Name Will: ane weather ford
Address 3844 Red Bird Circe
Gainesville, Ga. 30506
Name Tammy smith
Address 3802 Leach Rd Gamentle 30506
$\qquad$
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Name $\qquad$
Address 3729 Leach Fd $\qquad$
Gainesville, GA 305 of

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$\|^{* *}$ Commission District 2 | Shadow Stone Partners, LLC, applicant.

Name $\qquad$ maggie young
Address 8709 sad die with ed
$\qquad$
Name Alex Young 9 $\qquad$
Address 5709 saddle chis Red

Name $\qquad$
Address $\qquad$ 5755 Saddle club aferad

Name $\rightarrow$ aden $N$ Prune
Address $5 \% 26$ grant Ford Rd.
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Address 5726 grant Ford Rd.

Name $\qquad$
Address $\qquad$
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Name Paula Mote
Address 4124 Leach Rd 30506


Name $\qquad$
Address $\qquad$
$\qquad$

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Name Sheila Roberts
Address 3713 leach Rd Gainesville Ga 30506
Name Bill Freeman
Address 3742 Leach Curls Gainesville Ga. $3050 \%$
Name Cindy Ash roy
Address 326 Leach dr

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\text { caineguille, et } 35506
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- Name Dennis Ne Guthrie

Address 5759 LEACH CIRCLE GATNESUTLE, GA. 30 SO G
Name Dana Bryant
Address 3832 LEACH ROAD

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\text { Ganesuille GA } 30506
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Name Sheryl Williams
Address 3604 Leach Rd. Gainesville, GA 30506

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$\|^{* *}$ Commission District 2 | Shadow Stone Partners, LLC, applicant.
Name Jerry Berm.
Address 3940 leach Rd $\qquad$
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Name $\qquad$
Address 30 un leech Rel.
$\qquad$
Name brittany Moody
Address 394 le leach Rd $\qquad$
$\qquad$
Name Shame Denton
Address 3536 Leach Rod.
Name Wanda Elliott
Address 5306 Cod Springe Rd.
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Name Ala sloth
Address 5342 Elliott $x: n g$ $\qquad$
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Name Gill y Mar tex
Address 4 /10- Willie Robinson Rt
Gainoaill GA. 30506
Name Brian Hack
Address 4135 leach Road
Gainesville, GA 3050 C
Name Josh Mote
Address 4118, Leach Rd 30506
$\qquad$
Name Jacob Mote
Address 4124 Leach Rd 30506
$\qquad$

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Name Jessica Kleinhardt
Address SIII Elrod Rd.

$$
\text { Gainesville GA } 30506
$$

Name Shontema Johnson
Address 402A hidden harlow terrace, ganoswle sa 30506
Name
Address 5355 Elliott Gainesville, ga.


Name $\qquad$
Address $\qquad$

Name
Address $\qquad$
$\qquad$
Name $\qquad$
Address $\qquad$









[^0]:    List Alternative Deductions*:
    None

[^1]:    Chad Alexander Smith
    1485 Natchez Way
    Grayson GA 30017

[^2]:    Desired Supplier Name: Ten 8 Fire

[^3]:    Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of

[^4]:    *Monday - Saturday

[^5]:    Trade appraisals are estimated values. These values could increase or decrease based on condition, mileage and availability. The advertised price does not include sales tax, vehicle registration fees, finance charges, Georgia Lemon Law and any other fees required by law. All prices include all applicable factory rebates, factory discount, dealer discount and $\$ 899$ documentation fee. Krause Care $\$ 1,892$ price is not included in vehicle prices shown. Some discounts may require financing with Ford Credit. Prices subject to change without notice based on Ford Motor Company Incentives. However, there can be lag time between the sale of a vehicle and the update of the inventory. See dealer for full details on pricing, dealer discounts and Ford incentives. Limited availability while supplies last. Some exclusions may apply. Online price may include dealer financing incentive and offers that require (her of your request, not to exceed one week. Additionally, we currently in our inventory (Not in Stock) but can be made available to you at our location within a reasonable date from the time (https://www.safercar.gov). Please verify any information in question wannot guarantee that every vehicle sold will be recall-free. For questions about recalls, click here internet price, or you must specifically mention the internet price to the dealership and have the same referenced in your contract at the time of purchase moper a copy of this pag

    CHAT

[^6]:    Angela Krause Ford | 1575 Mansell Road , Alpharetta, GA 30009 | Sales: 678-853-6503 |
    AdChoices $\gg \quad$ (https://www.forddirect.com/adchoices)

[^7]:    ATTEST:
    Jennifer Rivera, County Clerk
    (SEAL)

[^8]:    ATTEST:
    Jennifer Rivera, County Clerk
    (SEAL)

[^9]:    *The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

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    Thank you,
    Ana Dominguez
    Planning Commission Clerk
    Hall County Community Development and Infrastructure
    (770) 531-6810 | www.hallcounty.org

    ## HALL COUNTY <br> 路 Ame it allith hall

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    Thank you,
    Ana Dominguez
    Planning Commission Clerk
    Hall County Community Development and Infrastructure

[^11]:    
    
    

[^12]:    *The LOS criteria apply to each lane on a given approach and to each approach on the minor street. LOS is not calculated for major-street approaches or for the intersection.

[^13]:    A \& R Engineering. Inc
    23-031 Joe Parker Special Events Facility at 3210 Joe Parker Road - GA

[^14]:    A \& R Engineering. Inc
    23-031 Joe Parker Special Events Facility at 3210 Joe Parker Road - GA

[^15]:    A \& R Engineering. Inc
    23-031 Joe Parker Special Events Facility at 3210 Joe Parker Road - GA

[^16]:    A \& R Engineering. Inc
    23-031 Joe Parker Special Events Facility at 3210 Joe Parker Road - GA

[^17]:    A \& R Engineering. Inc
    23-031 Joe Parker Special Events Facility at 3210 Joe Parker Road - GA

[^18]:    A \& R Engineering. Inc
    23-031 Joe Parker Special Events Facility at 3210 Joe Parker Road - GA

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