



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

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

**Streamed Live on Hall County Government's Website - [www.hallcounty.org](http://www.hallcounty.org)  
Monday, January 08, 2024 - 03:00 PM**

**Call to Order**

**Administration**

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

**Appointments for Consideration**

- 2 Approve the appointment of Commissioner Gregg Poole to serve as the 2024 Board of Commissioners Vice-Chairman.
- 3 Appointment to the Tax Allocation District Advisory Committee (TADAC). Chairman's Appointment.
- 4 Appointment to the Tax Allocation District Advisory Committee (TADAC). County Administrator's Appointment.

**Community Services and Parks**

- 5 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.
- 6 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.
- 7 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.

**County Attorney**

- 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 08153 000001 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.

## Elections

- 9 Approve the 2024 Qualifying Fees Resolution for the upcoming Election Cycle.

## Financial Services

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

## Fire Rescue

- 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.
- 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.
- 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.

## Planning and Development

- 14 **5348 Grant Road | Use Subject to County Commission Approval |** 17.110.040(M) for a commercial kennel | on a 10.69± 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.**
- 15 **4200 Cha Co Road | Rezone |** from Agricultural Residential III (AR-III) to Residential I (R-I) | on a 43.50± 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 10074 000004 | **Proposed Use: 32-lot subdivision | Commission District 2 | John Roberts, applicant.**
- 16 **3210 Joe Parker Road | Amend Conditions |** of a Planned Commercial Development (PCD) on a 20.19± 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 15023 000055 | **Proposed use: event facility | Commission District 3 | El Alamo Properties, LLC, applicant.**
- 17 **4549, 4555, 4561, 4567, 4571, 4601, 4607, and 4611 Candlestick Lane | Amend Conditions |** of a Planned Residential Development (PRD) on a combined 3.89± 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.**

- 18 **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± 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 & 10050 000008 | **Proposed use: 307-lot detached single-family development** | Commission District 2 | **Shadow Stone Partners, LLC, applicant.**

### **Public Defender**

- 19 Approve the 2024 Intergovernmental Agreement (IGA) between Hall and Dawson Counties which facilitates sharing the cost of two positions 50/50.

### **Public Works and Utilities**

- 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 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.
- 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.
- 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.

### **Sheriff's Office**

- 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.

### **UGA Extension**

- 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.

### **County Administrator**

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

### **Commission Time**

### **Adjourn**

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



## AGENDA ITEM

### Administration

**REPORT TO:** Work Session (01/08/24)

**REPORT TO:** Voting Meeting (01/11/24)

**ITEM NO:** 571/2023

**SUBJECT:** 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:** 01/08/24

**Voting Meeting Date:** 01/11/24

#### Executive Summary:

**Presenter:** ZP  
**Recommendation:** Approval

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

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

Approve	Attorney	Administration	Clerk
JR	WLI	CR	AO

**Attachments:**





## AGENDA ITEM

### Appointments for Consideration

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**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.

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#### Meetings:

**Work Session Date:** 01/08/24

**Voting Meeting Date:** 01/11/24

#### 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.

#### History:

Vice-Chairman History:

2019 - Commissioner Powell

2020 - Commissioner Echols

2021 - Commissioner Stowe

2022 - Commissioner Cooper

2023 - Commissioner Powell

#### Facts and Issues:

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

#### Options:

**Approvals:**

<b>Approve</b>	<b>Clerk</b>
JR	JR

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**Attachments:**



## AGENDA ITEM

### Appointments for Consideration

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**REPORT TO:** Work Session (01/08/24)  
**REPORT TO:** Voting Meeting (01/11/24)  
**ITEM NO:** 666/2023  
**SUBJECT:** Appointment to the Tax Allocation District Advisory Committee (TADAC).  
Chairman's Appointment.

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#### Meetings:

**Work Session Date:** 01/08/24      **Voting Meeting Date:** 01/11/24

#### Executive Summary:

**Presenter:** B  
**Recommendation:**  
N/A

**Purpose of Request:** Appointment to the Tax Allocation District Advisory Committee (TADAC). Chairman's Appointment.  
**History:**

**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.  
**Options:**

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

**Approvals:**

Approve	Clerk
JR	JR

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**Attachments:**

2007 TAD IGA

2009 TAD IGA - First Amendment

STATE OF GEORGIA  
COUNTY OF HALL

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of this 1<sup>st</sup> 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").

W I T N E S S E T H:

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 1<sup>st</sup>, 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 Gainesville, 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. §36-44-3(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. §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 permit 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 TAD, 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 (45) 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.

*on or before 3/14*  
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. §36-44-3(8)(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 3-year 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 members 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 this

Agreement 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 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 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.

SIGNATURES APPEAR ON SUBSEQUENT PAGES

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

By: *Robert L. Hamrick*  
Robert L. Hamrick, Mayor

Attest: *Denise O. Jordan*  
Denise Jordan, City Clerk

[SEAL]



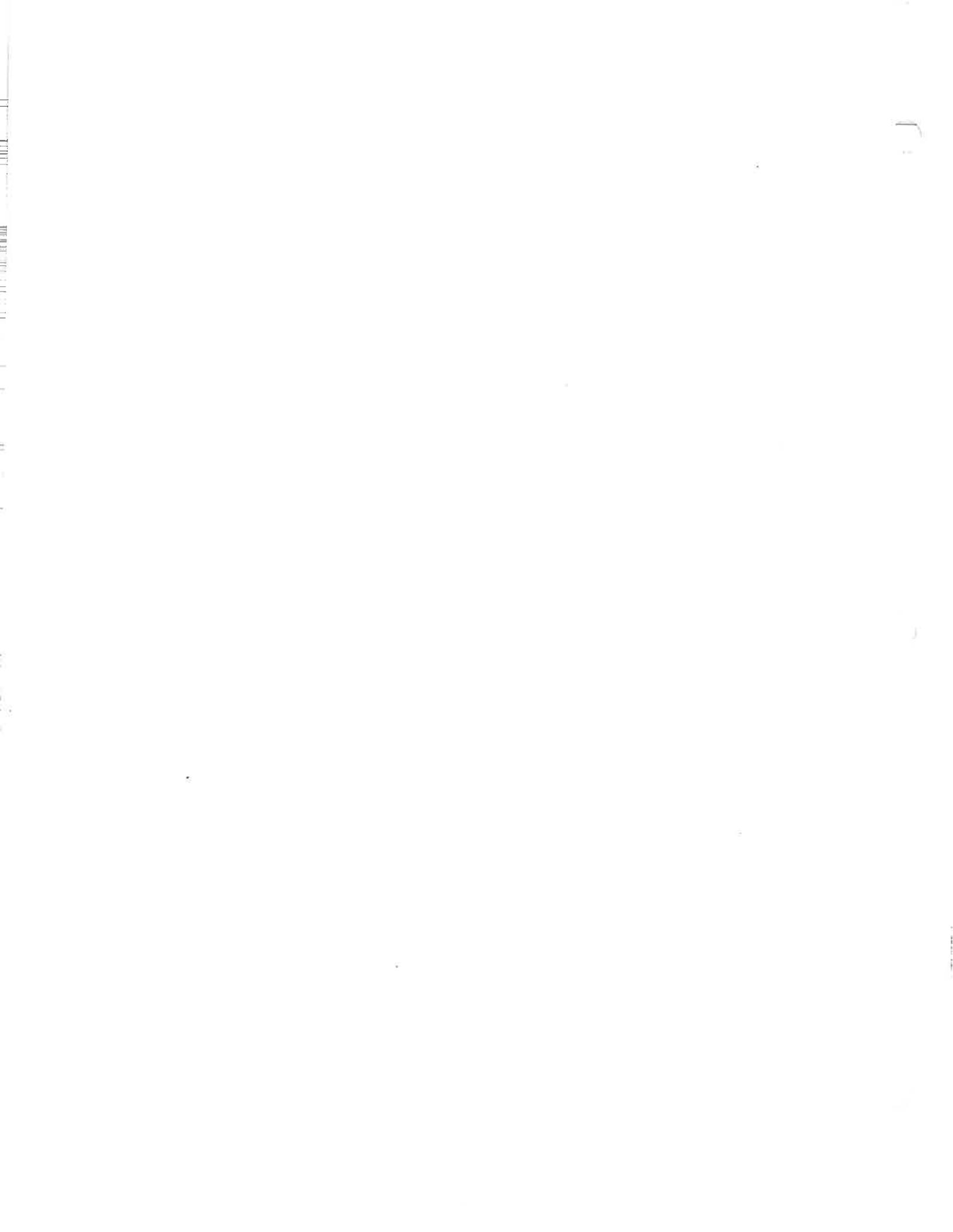
This 12<sup>th</sup> day of April, 2007.

**HALL COUNTY BOARD OF  
COMMISSIONERS**

By:   
Tom Oliver, Chairman

Attest:   
Michelle Smallwood, County Clerk

[SEAL]



**FIRST AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT**

---

This **FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT** ("Agreement"), is made and entered into as of this 18<sup>th</sup> 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. §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 \_\_\_\_\_, which became effective on April 22, 2009, repealing and reenacting the Redevelopment Powers Law, OCGA §§ 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. § 36-44-3(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 \_\_\_\_\_, 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. §36-44-3(9)(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. § 36-44-3(9)(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. §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
<b>City of Gainesville</b>	4 Appointees to include one representative of the Gainesville-Hall County Chamber of Commerce, and one resident of the City who is neither an elected official nor employee of the City.
<b>Gainesville City Board of Education</b>	3 Appointees to include the Superintendent, the Board Chair or those officials' designees, and 1 additional appointee

Hall County Commission	2 Appointees to include the Commission Chair and County Manager, or those officials' designees.
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**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

### 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<sup>th</sup> day of August, 2009.

**CITY OF GAINESVILLE, GEORGIA**

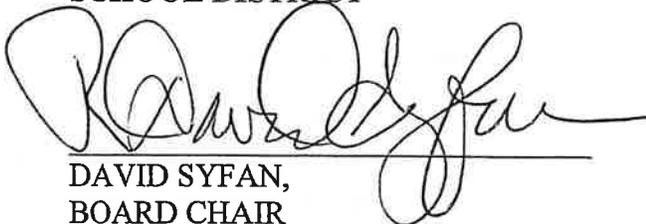
By: Myrtle W. Figueroa  
MYRTLE W. FIGUERAS, MAYOR

Attest: Denise O. Jordan  
DENISE JORDAN, City Clerk  
[SEAL]



This 17 day of August, 2009.

**GAINESVILLE CITY  
SCHOOL DISTRICT**



DAVID SYFAN,  
BOARD CHAIR

ATTEST:



DR. MERRI ANNE DYER, SUPERINTENDENT  
SECRETARY EX OFFICIO



## AGENDA ITEM

### Appointments for Consideration

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**REPORT TO:** Work Session (01/08/24)  
**REPORT TO:** Voting Meeting (01/11/24)  
**ITEM NO:** 667/2023  
**SUBJECT:** Appointment to the Tax Allocation District Advisory Committee (TADAC).  
County Administrator's Appointment.

---

#### Meetings:

**Work Session Date:** 01/08/24

**Voting Meeting Date:** 01/11/24

#### Executive Summary:

**Presenter:** B  
**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:

#### Facts and Issues:

#### Options:

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

Approvals:

<b>Approve</b>	<b>Clerk</b>
JR	JR

---

**Attachments:**

2007 TAD IGA

2009 TAD IGA - First Amendment

STATE OF GEORGIA  
COUNTY OF HALL

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT ("Agreement"), is made and entered into as of this 1<sup>st</sup> 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").

W I T N E S S E T H:

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 1<sup>st</sup>, 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 Gainesville, 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. §36-44-3(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. §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 permit 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 TAD, 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 (45) 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.

*on or before 3/14*  
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. §36-44-3(8)(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 3-year 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 members 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 this

Agreement 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 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 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.

SIGNATURES APPEAR ON SUBSEQUENT PAGES

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

By: *Robert L. Hamrick*  
Robert L. Hamrick, Mayor

Attest: *Denise O. Jordan*  
Denise Jordan, City Clerk

[SEAL]



This 12<sup>th</sup> day of April, 2007.

**HALL COUNTY BOARD OF  
COMMISSIONERS**

By:   
Tom Oliver, Chairman

Attest:   
Michelle Smallwood, County Clerk

[SEAL]



**FIRST AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT**

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This **FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT** ("Agreement"), is made and entered into as of this 18<sup>th</sup> 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. §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 \_\_\_\_\_, which became effective on April 22, 2009, repealing and reenacting the Redevelopment Powers Law, OCGA §§ 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. § 36-44-3(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 \_\_\_\_\_, 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. §36-44-3(9)(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. § 36-44-3(9)(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. §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
<b>City of Gainesville</b>	4 Appointees to include one representative of the Gainesville-Hall County Chamber of Commerce, and one resident of the City who is neither an elected official nor employee of the City.
<b>Gainesville City Board of Education</b>	3 Appointees to include the Superintendent, the Board Chair or those officials' designees, and 1 additional appointee

Hall County Commission	2 Appointees to include the Commission Chair and County Manager, or those officials' designees.
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**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

### 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<sup>th</sup> day of August, 2009.

**CITY OF GAINESVILLE, GEORGIA**

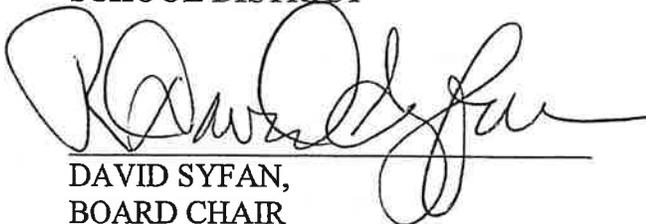
By: Myrtle W. Figueroa  
MYRTLE W. FIGUERAS, MAYOR

Attest: Denise O. Jordan  
DENISE JORDAN, City Clerk  
[SEAL]



This 17 day of August, 2009.

**GAINESVILLE CITY  
SCHOOL DISTRICT**



DAVID SYFAN,  
BOARD CHAIR

ATTEST:



DR. MERRI ANNE DYER, SUPERINTENDENT  
SECRETARY EX OFFICIO



## AGENDA ITEM

### Community Services and Parks

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**REPORT TO:** Work Session (01/08/24)

**REPORT TO:** Voting Meeting (01/11/24)

**ITEM NO:** 710/2023

**SUBJECT:** 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.

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#### Meetings:

**Work Session Date:** 01/08/24

**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.

**History:**

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

**Facts and Issues:**

**Options:**

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.

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.

Construction of eight (8) 12x20 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 26ga corrugated metal roofing on 2x6 metal beams with 2' steel strips. The side fencing would be 6ga vinyl chain link.

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

Replace/rewire 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 10x10, 6' tall, with a 6' gate.

<b>Funding Requested</b>	\$ 334,557.00
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Impact Fees Fund
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
MH	BH	BH	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
EW	WG	WLI	CR
<b>Clerk</b>			
AO			

**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 Government  
FINANCIAL SERVICES

CONTRACT FOR SERVICES

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT #030-44

For the provision of

Laurel Park Baseball Field  
Fencing

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t 770.535.8270 | f. 770.531.6711

DIRECTOR  
Wesley Geddings

**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 #030-44, 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 C – Mandatory 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 PROJECT MANAGER**

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

**COUNTY ISSUING OFFICER**

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

**CONTRACTOR'S CONTACT INFO**

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

**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 entitled to an equitable adjustment to the fees and other payments due to the Contractor under this Contract. If delay results from a subcontractor's negligent conduct or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.

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

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

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

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

**ARTICLE # 108 - TERMINATION:**

The County may terminate this Contract by providing sixty (60) days written notice to the other party at any time. Should either party terminate this Contract prior to the date of automatic termination pursuant to section four (4) above, Contractor shall provide the County with all deliverables up to the date of termination thirty (30) days after the Notice to Terminate is issued. The County shall pay the Contractor for all work properly performed in compliance with the terms of the Contract up to the date of termination.

- A. Termination for Convenience.** Following sixty (60) days written notice, either party may terminate the Contract in whole or in part for any reason without the payment of any penalty or incurring any further obligation to the Contractor.
- B. Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the County to declare the Contractor in default of its obligations under the Contract:
1. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the County's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor.
  2. The County determines that contractor's satisfactory performance of the Contract substantially endangered or that default is likely to occur.
  3. The Contractor fails to make substantial and timely progress toward performance of the Contract.
  4. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the County reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law.
  5. The Contractor has failed to comply with applicable federal, state and local laws, rules, County ordinances, regulations and orders when performing within the scope of the Contract.
  6. The Contractor has engaged in conduct that has or may expose the County or the State to liability, as determined in the County's sole discretion; or a material breach of the terms of the Contract by County upon County's failure to cure such material breach after written notice thereof has been delivered in accordance with ARTICLE #108.C. below constitutes cause for the Contractor to declare that the County is in default of its obligations under the Contract.
- C. Notice of Default.** If either party causes one or more of the default events set out in ARTICLE #108, then either party shall issue a written Notice-of-Default to the party that causes one or more of the default events, requesting that the breach or noncompliance be remedied within the period of time specified in the party's Notice-of-Default to the Contractor. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

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

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

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

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

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

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

**F.**

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

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

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

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

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

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

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

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall

also apply to third parties such as sub-Contractors, if allowed in writing by the County. Any Contract with a subcontractor must also preserve the rights of the County.

**ARTICLE #112 – SUPERSEDES FORMER CONTRACTS**

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

**ARTICLE #113 - SEVERABILITY:**

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

**ARTICLE # 114 - RECORDS:**

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

**ARTICLE # 115 - ADDITIONAL TERMS:**

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

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

**ARTICLE # 116 - WAIVER:**

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

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

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

**ARTICLE # 118- INSURANCE REQUIREMENTS:**

**Workers Compensation Insurance: Required for all contracts.**

- |  |               |
|--|---------------|
| a. \$500,000 Bodily Injury by Accident | Each Accident |
| b. \$500,000 Bodily Injury by Disease  | Each Disease  |
| c. \$500,000 Bodily Injury by Disease  | Each Employee |

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

**General Liability Insurance: Required for all contracts.**

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence
- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

**Commercial Auto Liability Insurance: Required for all contracts, except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.**

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

**Additional Provisions:**

- a. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

**Umbrella Liability Insurance: Required for all contracts**

- a. \$1,000,000 per Occurrence

**Additional Provisions:**

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

**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 Cyber Extortion/Ransom Payments

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

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

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

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

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

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

**ARTICLE # 119 – NO WAIVER:**

- A. **Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into and perform its obligations under the Contract and that the Contract constitutes a legal, valid, and binding obligation upon the Contractor in accordance with its terms. The representatives of the parties hereto also represent and warrant that they are authorized to sign this Contract on behalf of each party hereto."
- B. **Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- C. **Vehicles and Equipment.** With the exception of any specified County Owned Equipment and Vehicles listed herein, Contractor warrants that no Contractor employees, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

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

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

**ARTICLE # 121 - COMPENSATION:**

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

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

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

The Contractor shall not deliver any Services, equipment, devices, or components thereof until authorized in writing by the County through issuance of a PO, which shall provide a commencement Notice to Proceed date. Any work, including but not limited to travel, preliminary meetings, planning, etc.,

performed outside of the terms and conditions of and before the issuance of the PO will not be considered for payment. Contractors are not to begin work or ship any product on any verbal communication from within the County. The County will not be liable for payment for any work or product with the issuance of a verbal communication.

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

**B. Invoice/Payment.**

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

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

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay 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 funds to be withheld from compensation in compliance with Georgia law. Hall County may hold up to five-percent (5%) retainage throughout the entire project and will release said retainage at the point of completion and final acceptance by the County.

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT 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.

### **ARTICLE #133 – HOLD HARMLESS AGREEMENT**

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

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

1. All purchases must comply with The Official Code of Hall County Sections 3.10.010 – 3.10.190.
2. If any conflict or ambiguity arises between the Terms and Conditions herein, and The Official Code of Hall County, the latter will govern.
3. The Terms and Conditions set forth herein shall supersede and govern over all Contractor's Terms and Conditions or Service Level Agreements.
4. Hall County, Georgia, herein referred to as 'The County', retains the right to 'red-line' sections of the Supplier's Terms and Conditions if such are in conflict with the best interest of the County.
5. Acceptance of a Purchase Order (PO) and delivery of Goods or Services serves as the Supplier's full and complete acceptance of The County's Terms and Conditions.
6. The terms; supplier, vendor, bidder, offeror, Contractor, Contractor, designer, distributor, dealer or manufacturer or otherwise purveyor or source of supply or performance of service shall mean one-and-the-same, herein denoted as 'Supplier' for goods and 'Contractor' for services.
7. Furthermore, the terms; goods, materials, commodities, components, drawings, drafts, renderings, plans, physical or digital, software, SaaS, Engineering, Architectural, capital asset equipment, vehicles, heavy earth-moving or other equipment, purchased or leased, or other such deliverables are herein denoted as 'Goods' and shall mean one-and-the-same.
8. 'Services' shall mean all services, either financial, advisory, consultative, labor, staff augmentation, construction, rehabilitation, restoration, repair, support or maintenance, communication, telephony, internet, TV or streaming, pest control, grounds maintenance, custodial and janitorial, street or paved surfaces cleaning, drain cleaning or otherwise where services are offered for consideration.
9. The County's payment terms are Net 30 days.
10. The Supplier shall transfer and deliver all goods or services described on the attached PO for the consideration set forth herein.
11. The Supplier shall only deliver goods and services as described on the PO and within the Scope of Work and the Supplier's Bid Response.
12. The County holds no obligation to pay for goods delivered or services rendered unless specified on a written Purchase Order or a Change Order of such.
13. The Supplier shall not construe any verbal consent to purchase goods or services as valid.

- 
14. The County does not accept substitutions of services or goods that do not comply with the Scope of Work or Specifications set forth in the Purchase Order, Contract or Agreement, unless mutually agreed in writing by both parties.
  15. The County does not accept automatic contract renewals with the exception of monthly subscription services.
  16. The County only pays for services rendered in arrears. The County does not pay for services not yet rendered.
  17. The County does not pay deposits towards goods ordered. Exceptions exist for custom made items (such as window coverings and blinds, or carpet, tile etc.), fabrication, decoration, or otherwise custom designed specifically for the County.
  18. The County will accept backorders only if goods are out of stock and with prior written notice. Supplier's shall ship all quantities that it has in stock and hold orders for backorders.
  19. The County participates in Cooperative Purchasing Agreements, State of Georgia Statewide Contracts, and other state, local, Intergovernmental Agreements, Memorandums-of-Understanding and other such Agreements.
  20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
  21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
  22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
  23. Receipt of goods or services does not constitute acceptance.
  24. Title to the goods shall remain with the Supplier until acceptance by The County.
  25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
  26. The County shall have the right to inspect all goods or services at the time and place of delivery.
  27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
  28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
  29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
  30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
  31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
  32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
  33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.

34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

BLUE RIDGE FENCE, INC.

HALL COUNTY, GEORGIA

By: *Teresa Segars*

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

Print Name: Teresa Segars

Richard Higgins, Chairman

Title: Secretary

Hall County Board of Commissioners

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

Sworn to and subscribed before me this

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

26 Day of December, 2023

County Clerk

Notary Public: *Marie Brown*

Approved as to Form

*William J. Linkous III*

Notary commission expires: 5-22-27

William J. Linkous III, County Attorney

[Locus Sigilli – Seal or Stamp]



**IFB #030-44, LAUREL PARK BASEBALL FIELD FENCING**

ITEM NO.	ITEM DESCRIPTION	Hasbun Construction, LLC	Howell Fencing	Blue Ridge Fence, Inc.	Georgia Dreamscapes	Security Fence	Bravo Fence
		Alpharetta, GA	Saraland, AL	Lula, GA	Suwanee, GA	Braselton, GA	Marietta, GA
		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 12x20 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	
	<b>TOTAL COST</b>	\$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

INVITATION FOR BID  
IFB #030-44

For the provision of:

Laurel Park Baseball Field  
Fencing

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

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 (4<sup>th</sup>) 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) 12x20 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 26ga corrugated metal roofing on 2x6 metal beams with 2' steel strips. The side fencing would be 6ga 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 10x10, 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<sup>th</sup> 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:

\_\_\_\_\_ No Bid.

Please list reason for no bid below.

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# Hall County Government

FINANCIAL SERVICES

**Notice – Addendum 1**  
**Project Name: Laurel Park Baseball Field Fencing**  
**IFB#: 030-44**

**November 28, 2023**

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
**Wesley Geddings**

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 Government

FINANCIAL SERVICES

**Notice – Addendum 2**  
**Project Name: Laurel Park Baseball Field Fencing**  
**IFB#: 030-44**

**December 6, 2023**

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
**Wesley Geddings**

The following questions were submitted by various vendors after the 1<sup>st</sup> 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' 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' 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' high – 20' wide along the back with another 10' wide section that starts down the foul line. It then steps down to a 10' high section that is roughly 65' 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' wide along the back with another 10' wide section that starts down the foul line. It then steps down to a 10' high section that is roughly 65' long, then to a 6' 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 – 1 5/8"  
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 – 1 5/8", 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

### Community Services and Parks

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**REPORT TO:** Work Session (01/08/24)  
**REPORT TO:** Voting Meeting (01/11/24)  
**ITEM NO:** 703/2023  
**SUBJECT:** 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.

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#### Meetings:

**Work Session Date:** 01/08/24                      **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.

**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 ninety-nine (99) out of one-hundred (100) points.

**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.

#### Options:

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

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

2023-12-26

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
AP	BH	BH	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
EW	WG	WLI	CR
<b>Clerk</b>			
AO			

**Attachments:**

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





# Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT # 44-016

For the provision of

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

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

### ARTICLE #101 - INTRODUCTION

This Contract for Architectural & Engineering Design Services for East Hall Community Center Addition (hereinafter “Services”) as entered into on \_\_\_\_\_, and with an Effective Date of \_\_\_\_\_, 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 RFQ/P # 44-016, 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**

Brent Holloway  
Director of Parks and Community Services  
Hall County, Georgia  
  
Gainesville, GA  
bholloway@hallcounty.org  
Ph: (678) 997-5823

**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

**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-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 Consultant. If the breach or noncompliance is not remedied within the period specified in the written notice, the non-breaching party may:

1. Immediately terminate the Contract for default without additional written notice.
2. In the event of a breach by the 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,

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

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the

status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Consultant.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Consultant under the Contract.
4. 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
5. 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. § 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
- b. \$500,000 Bodily Injury by Disease Each Disease
- c. \$500,000 Bodily Injury by Disease Each Employee

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

**General Liability Insurance: Required for all contracts.**

- a. \$2,000,000 General Aggregate
- b. \$2,000,000 Products & Completed Operations Aggregate
- c. \$1,000,000 Each Occurrence

- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

**Commercial Auto Liability Insurance: Required for all contracts,** except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

**Additional Provisions:**

- a. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

**Umbrella Liability Insurance:** Required for all contracts

- a. \$1,000,000 per Occurrence

**Additional Provisions:**

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

**Cyber Insurance** (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 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](mailto:accountspayable@hallcounty.org) and only after the County inspects and accepts the Services provided. Receipt of the Services does not constitute acceptance. Invoice amounts shall not exceed the 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. §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 Hall 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-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.

31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its 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 pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]



Hall County Government  
FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT # 44-016

For the provision of

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

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

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: \_\_\_\_\_

*Chad A Smith*

(Signature)

Print Name: Chad A Smith

Title: President

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

Richard Higgins, Chairman  
Hall County Board of Commissioners

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

Sworn to and subscribed before me this

16 Day of October, 2023

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

County Clerk

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

*Candace Pulliam*

Approved as to Form

*William J. Linkous III*

William J. Linkous III, County Attorney

Notary Commission expires: 8/8/2028

[ocus on Seal or Stamp]





Hall County Government  
FINANCIAL SERVICES

EXHIBIT A

MANDATORY BID RESPONSE FORM

Bidders must complete and return this form with their bid

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

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: \_\_\_\_\_ Date: 10/26/2023

Print Name: Chad A Smith

Title: President

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

Phone Number: (678) 646 -7736

Email Address: csmith@casarc.com

Physical Address: 183 N Perry St, Lawrenceville, GA 30046

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

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 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 Services	5,000.00
Construction Cost Estimating	14,500.00
Construction Admin Services	32,500.00
Meetings with Owner Services	5,000.00
<b>Total</b>	<b><u>259,700.00</u></b>

Bid Signed by:

Charles Alexander Smith

Date: 10/26/2023

List Alternative Options\*:

None

List Alternative Deductions\*:

None



# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
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     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
Exempt payee code (if any) \_\_\_\_\_  
Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.  
1485 Natchez Way

**6** City, state, and ZIP code  
Grayson, GA 30017

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-					
--	--	--	---	--	--	--	--	--

or

**Employer identification number**

5	4	-	2	1	5	2	8	8	8
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**    Signature of U.S. person ▶     Date ▶ 10/16/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



Hall County Government
FINANCIAL SERVICES

EXHIBIT E
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:

POST OFFICE DRAWER 1435
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR
Wesley Geddings

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

433578

Federal Work Authorization User Identification Number

CAS Architecture, P.C.

Name of Contractor

7/21/2023

Date of Authorization

RFQ/P #44-016

Name of Project

Hall County, Georgia

Name of Public Employer

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

Executed on October 16th, 2023 in Lawrenceville (city), GA (state).

Signature of Authorized Officer or Agent

Chad A Smith, President

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 16th DAY OF October, 2023.

NOTARY PUBLIC

Candace Pulliam

My Commission Expires: 8/8/2028



[Locus Sigilli]



Hall County Government
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.
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.
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.
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.
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.
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.

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

Executed on October 16th, 2023 in Lawrenceville (city), GA (state) 30046 (Zip Code)

[Signature]
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the Day of 20

[Signature]
NOTARY PUBLIC

My Commission Expires: 8/8/2028

[Locus Signi]

www.hallcounty.org



# 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 our twentieth anniversary.
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 litigation against or by other owners.
3	Provide in-depth resumes of all project team members (25 maximum points)	Library 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 currently 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 technology 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 contact 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\*

Secretary of State

Filing Date: 1/6/2023 7:14:51 AM

#### BUSINESS INFORMATION

CONTROL NUMBER 0429269  
BUSINESS NAME CAS ARCHITECTURE, P.C.  
BUSINESS TYPE Domestic Professional Corporation  
EFFECTIVE DATE 01/06/2023  
ANNUAL REGISTRATION PERIOD 2023, 2024, 2025

#### PRINCIPAL OFFICE ADDRESS

ADDRESS 183 North Perry Street, Lawrenceville, GA, 30046, USA

#### REGISTERED AGENT

NAME	ADDRESS	COUNTY
CHAD ALEXANDER SMITH	183 North Perry Street, Lawrenceville, GA, 30046, USA	Gwinnett

#### OFFICERS INFORMATION

NAME	TITLE	ADDRESS
CHAD ALEXANDER SMITH	SECRETARY	183 North Perry Street, Lawrenceville, GA, 30046, USA
CHAD ALEXANDER SMITH	CFO	183 North Perry Street, Lawrenceville, GA, 30046, USA
CHAD ALEXANDER SMITH	CEO	183 North Perry Street, Lawrenceville, GA, 30046, USA

#### AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Chad Alexander Smith  
AUTHORIZER TITLE Authorized Person



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> RSC Insurance Brokerage, Inc. 1745 N. Brown Road Suite 250 Lawrenceville GA 30043	<b>CONTACT NAME:</b> Megan Willard <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> mwillard@risk-strategies.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Valley Forge Ins Co</td> <td>20508</td> </tr> <tr> <td>INSURER B:</td> <td>Continental Casualty Co</td> <td>20443</td> </tr> <tr> <td>INSURER C:</td> <td>American Casualty</td> <td>20427</td> </tr> <tr> <td>INSURER D:</td> <td>RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Valley Forge Ins Co	20508	INSURER B:	Continental Casualty Co	20443	INSURER C:	American Casualty	20427	INSURER D:	RLI Insurance Company	13056	INSURER E:			INSURER F:	
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<b>INSURED</b> Cas Architecture, P.C. 183 N PERRY ST LAWRENCEVILLE GA 30046																					

**COVERAGES**                      **CERTIFICATE NUMBER:** 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		5094633924	09/26/2022	09/26/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5094633924	09/26/2022	09/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5092208058	09/26/2022	09/26/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	5094634037	09/26/2022	09/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			RDP0044763	09/27/2022	09/27/2023	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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****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

*M B Chutkan*



A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

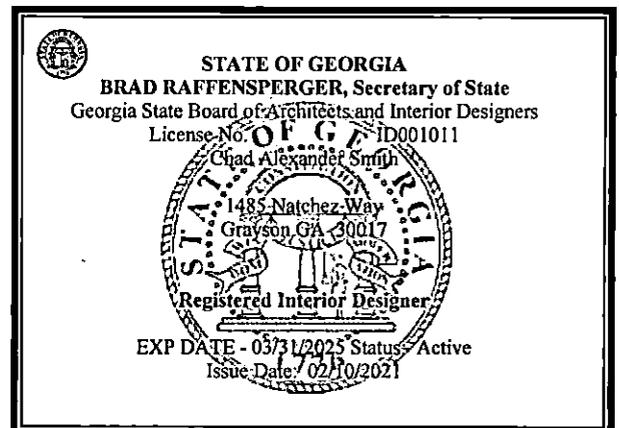
Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

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](http://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](http://www.sos.ga.gov/plb)

Chad Alexander Smith  
1485 Natchez Way  
Grayson GA 30017





# Hall County Government

FINANCIAL SERVICES

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT #44-016

## 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

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

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](mailto: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

<b>BIDDER</b>	<b>COST</b>
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

<b>BIDDER</b>	<b>TOTAL SCORE</b>
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

### Community Services and Parks

---

**REPORT TO:** Work Session (01/08/24)  
**REPORT TO:** Voting Meeting (01/11/24)  
**ITEM NO:** 697/2023  
**SUBJECT:** 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:** 01/08/24                      **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.

**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.

**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.

#### Options:

<b>Funding Requested</b>	\$ 389,000.00
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Impact Fees
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	2023-12-26

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
AP	BH	BH	AY
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
TS	WG	WLI	CR
<b>Clerk</b>			
AO			

---

**Attachments:**

Financial Supplement  
Quote  
Design  
Sourcewell Contract



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

**AGENDA ITEM 697/2023**

**Funds Requested:** \$ 389,000.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Impact Fees

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2024	301-IMPACT FEES FUND	6210-PARKS AND LEISURE SERVICES	522201-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

# Quote

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

Project: Alberta Banks Park  
Oakwood, GA  
Musco Project Number: 208000

## Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027  
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

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<b>All Fields – Per Design</b> .....	<b>\$ 389,000</b>
• <b>Pickleball Courts – Per Design</b> .....	<b>\$ 120,000</b>
• <b>Field 4 – Per Design</b> .....	<b>\$ 140,500</b>
• <b>Field 5 – Per Design</b> .....	<b>\$ 138,500</b>

*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™ with Total Light Control – TLC for LED™ technology

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#### Guaranteed Lighting Performance

- Guaranteed light levels and uniformity
- BallTracker® 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 luminaires, including BallTracker® 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® 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

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

**Installation Services Provided** - See attached scope of work

## Responsibilities of Buyer

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

## Payment Terms

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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 Knot  
Fax: 800-374-6402  
Email: [musco.contracts@musco.com](mailto:musco.contracts@musco.com)

**All purchase orders should note the following:**

**Sourcewell purchase – contract number: 041123-MSL**

## Delivery Timing

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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

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Quote is based on following conditions:

- Structural code and wind speed = 2018 IBC, 110 mi/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](mailto:rob.staples@musco.com)



**Alberta Banks Park  
Flowery Branch, GA  
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® by contacting Control-Link Central™ 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

Flowery Branch, GA

## Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1-A2	60'	60'	3	TLC-LED-550	1.62 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
A3-A4	60'	60'	3	TLC-LED-550	1.62 kW	B
		16'	1	TLC-BT-575	0.58 kW	B
B1-B2	70'	70'	4	TLC-LED-900	3.52 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
B3-B4	70'	70'	4	TLC-LED-900	3.52 kW	B
		16'	1	TLC-BT-575	0.58 kW	B
P1-P4	50'	50'	1	TLC-LED-550	0.54 kW	C
		50'	2	TLC-LED-900	1.78 kW	C
<b>12</b>			<b>48</b>		<b>34.44 kW</b>	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Field 4	12.58 kW	18
B	Field 5	12.58 kW	18
C	Pickleball	9.28 kW	12

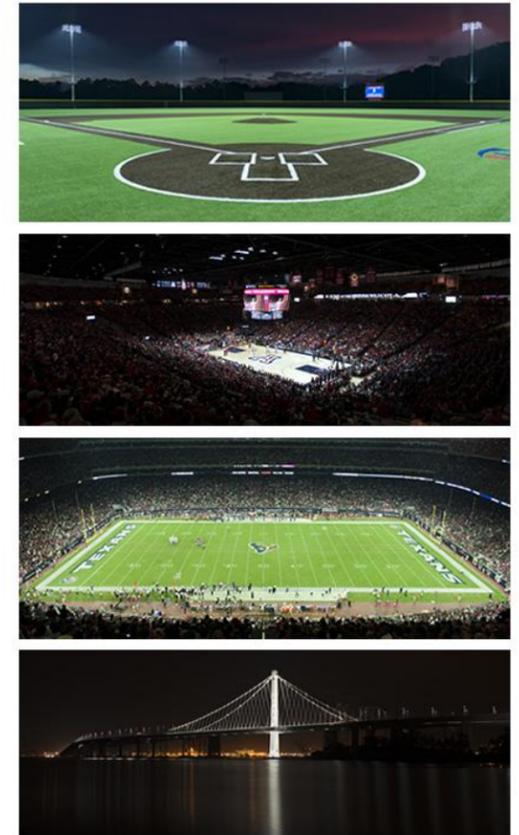
Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-900	LED 5700K - 75 CRI	890W	89,600	>120,000	>120,000	>120,000	8
TLC-LED-550	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	16
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	16
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	8

Single Luminaire Amperage Draw Chart							
Driver (.90 min power factor)	Max Line Amperage Per Luminaire						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage							
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	3.4	3.2	2.9	2.5	2.0	1.8	1.5

## Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Field 4 Spill/Glare - 150'	Horizontal Illuminance	0	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'	Max Vertical Illuminance Metric	0.01	0	0.05	228.89		A	18
Field 4 (Infield)	Horizontal Illuminance	33.6	22.7	42.2	1.86	1.48	A	18
Field 4 (Outfield)	Horizontal Illuminance	22.5	16.4	30.4	1.86	1.37	A	18
Field 5 Spill/Glare - 150'	Horizontal Illuminance	0	0	0.01	0.00		B	18
Field 5 Spill/Glare - 150'	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		B	18
Field 5 (Infield)	Horizontal Illuminance	33.5	22.7	42.2	1.86	1.48	B	18
Field 5 (Outfield)	Horizontal Illuminance	22.6	16.4	30.6	1.86	1.38	B	18
Pickleball Spill/Glare - 150'	Horizontal Illuminance	0	0	0	0.00		C	12
Pickleball Spill/Glare - 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

## From Hometown to Professional



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EQUIPMENT LIST FOR AREAS SHOWN									
Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
2	A1-A2	60'	-	15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-550	3	3	0	
2	B1-B2	70'	-	15.5'	TLC-BT-575	1	1	0	
				70'	TLC-LED-900	4	4	0	
4	TOTALS					18	18	0	

## Bobby Bailey Tennis Center

Flowery Branch, GA

GRID SUMMARY	
Name:	Field 4
Size:	200'/200'/200' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY		
MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield
<b>Guaranteed Average:</b>	<b>30</b>	<b>20</b>
Scan Average:	33.55	22.48
Maximum:	42.2	30.4
Minimum:	22.7	16.4
Avg / Min:	1.48	1.37
<b>Guaranteed Max / Min:</b>	<b>2.5</b>	<b>3</b>
Max / Min:	1.86	1.86
UG (adjacent pts):	1.28	1.55
CU:	0.67	
No. of Points:	25	71
LUMINAIRE INFORMATION		
Applied Circuits:	A	
<b>No. of Luminaires:</b>	<b>18</b>	
Total Load:	12.58 kW	

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A3-A4	60'	-	15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-550	3	3	0
2	B3-B4	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-900	4	4	0
4	TOTALS					18	18	0

## Bobby Bailey Tennis Center

Flowery Branch, GA

GRID SUMMARY	
Name:	Field 5
Size:	200'/200'/200' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

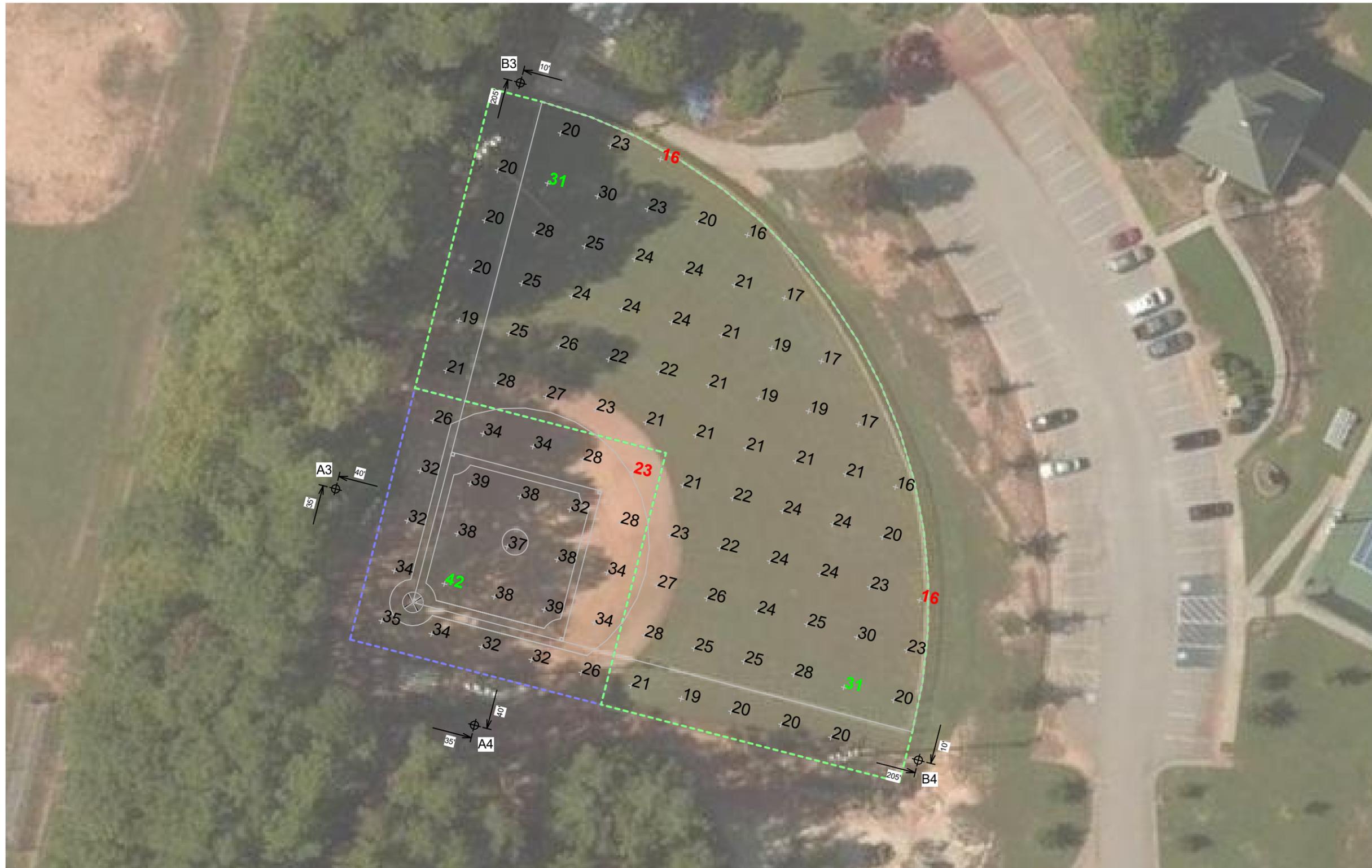
ILLUMINATION SUMMARY		
MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield
<b>Guaranteed Average:</b>	<b>30</b>	<b>20</b>
Scan Average:	33.54	22.56
Maximum:	42.2	30.6
Minimum:	22.7	16.4
Avg / Min:	1.48	1.38
<b>Guaranteed Max / Min:</b>	<b>2.5</b>	<b>3</b>
Max / Min:	1.86	1.86
UG (adjacent pts):	1.28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

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

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**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	P1-P4	50'	-	50'	TLC-LED-550	1	1	0
				50'	TLC-LED-900	2	2	0
4	TOTALS					12	12	0

## Bobby Bailey Tennis Center

Flowery Branch, GA

GRID SUMMARY	
Name:	Pickleball
Size:	120' x 200'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
	Entire Grid
<b>Guaranteed Average:</b>	<b>30</b>
Scan Average:	31.63
Maximum:	46.0
Minimum:	20.2
Avg / Min:	1.57
<b>Guaranteed Max / Min:</b>	<b>2.5</b>
Max / Min:	2.28
UG (adjacent pts):	1.28
CU:	0.73
No. of Points:	240
LUMINAIRE INFORMATION	
Applied Circuits:	C
<b>No. of Luminaires:</b>	<b>12</b>
Total Load:	9.28 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s)  $\oplus$  dimensions are relative to 0,0 reference point(s)  $\otimes$



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-550	3	3	0
2	B1-B2	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-900	4	4	0
4	TOTALS					18	18	0

## Bobby Bailey Tennis Center

Flowery Branch, GA

GRID SUMMARY	
Name:	Field 4 Spill/Glare - 150'
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
HORIZONTAL FOOTCANDLES	
Scan Average:	Entire Grid 0.0025
Maximum:	0.008
Minimum:	0.000
No. of Points:	56
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	18
Total Load:	12.58 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-550	3	3	0
2	B1-B2	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-900	4	4	0
4	TOTALS					18	18	0

## Bobby Bailey Tennis Center

Flowery Branch, GA

GRID SUMMARY	
Name:	Field 4 Spill/Glare - 150'
Spacing:	30.0'
Height:	3.0' above grade

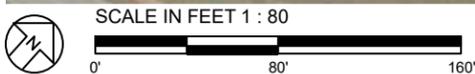
ILLUMINATION SUMMARY	
MAX VERTICAL FOOTCANDLES	
Scan Average:	Entire Grid 0.0116
Maximum:	0.045
Minimum:	0.000
No. of Points:	56
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	18
Total Load:	12.58 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-550	3	3	0
2	B1-B2	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-900	4	4	0
4	TOTALS					18	18	0

## Bobby Bailey Tennis Center

Flowery Branch, GA

GRID SUMMARY	
Name:	Field 4 Spill/Glare - 150'
Spacing:	30.0'
Height:	3.0' above grade

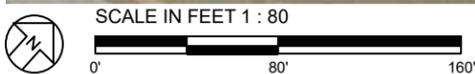
ILLUMINATION SUMMARY	
CANDELA (PER FIXTURE)	
Scan Average:	Entire Grid 1316.3743
Maximum:	6223.881
Minimum:	25.806
No. of Points:	56
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	18
Total Load:	12.58 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A3-A4	60'	-	15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-550	3	3	0
2	B3-B4	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-900	4	4	0
4	TOTALS					18	18	0

## Bobby Bailey Tennis Center

Flowery Branch, GA

GRID SUMMARY	
Name:	Field 5 Spill/Glare - 150'
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
HORIZONTAL FOOTCANDLES	
Scan Average:	Entire Grid 0.0023
Maximum:	0.008
Minimum:	0.000
No. of Points:	56
LUMINAIRE INFORMATION	
Applied Circuits:	B
No. of Luminaires:	18
Total Load:	12.58 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A3-A4	60'	-	15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-550	3	3	0
2	B3-B4	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-900	4	4	0
4	TOTALS					18	18	0

## Bobby Bailey Tennis Center

Flowery Branch, GA

GRID SUMMARY	
Name:	Field 5 Spill/Glare - 150'
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAX VERTICAL FOOTCANDLES	
Scan Average:	Entire Grid 0.0105
Maximum:	0.045
Minimum:	0.000
No. of Points:	56
LUMINAIRE INFORMATION	
Applied Circuits:	B
No. of Luminaires:	18
Total Load:	12.58 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A3-A4	60'	-	15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-550	3	3	0
2	B3-B4	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-900	4	4	0
4	TOTALS					18	18	0

## Bobby Bailey Tennis Center

Flowery Branch, GA

GRID SUMMARY	
Name:	Field 5 Spill/Glare - 150'
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
CANDELA (PER FIXTURE)	
Scan Average:	Entire Grid 1206.0612
Maximum:	6223.865
Minimum:	19.065
No. of Points:	56
LUMINAIRE INFORMATION	
Applied Circuits:	B
No. of Luminaires:	18
Total Load:	12.58 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	P1-P4	50'	-	50'	TLC-LED-550	1	1	0
				50'	TLC-LED-900	2	2	0
4	TOTALS					12	12	0

## Bobby Bailey Tennis Center

Flowery Branch, GA

GRID SUMMARY	
Name:	Pickleball Spill/Glare - 150'
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
HORIZONTAL FOOTCANDLES	
Scan Average:	Entire Grid 0.0003
Maximum:	0.002
Minimum:	0.000
No. of Points:	53
LUMINAIRE INFORMATION	
Applied Circuits:	C
No. of Luminaires:	12
Total Load:	9.28 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	P1-P4	50'	-	50'	TLC-LED-550	1	1	0
				50'	TLC-LED-900	2	2	0
4	TOTALS					12	12	0

## Bobby Bailey Tennis Center

Flowery Branch, GA

GRID SUMMARY	
Name:	Pickleball Spill/Glare - 150'
Spacing:	30.0'
Height:	3.0' above grade

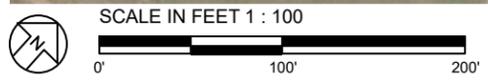
ILLUMINATION SUMMARY	
MAX VERTICAL FOOTCANDLES	
Scan Average:	Entire Grid 0.0021
Maximum:	0.011
Minimum:	0.000
No. of Points:	53
LUMINAIRE INFORMATION	
Applied Circuits:	C
No. of Luminaires:	12
Total Load:	9.28 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
4	P1-P4	50'	-	50'	TLC-LED-550	1	1	0
				50'	TLC-LED-900	2	2	0
4	TOTALS					12	12	0

## Bobby Bailey Tennis Center

Flowery Branch, GA

GRID SUMMARY	
Name:	Pickleball Spill/Glare - 150'
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
CANDELA (PER FIXTURE)	
Scan Average:	Entire Grid 162.5051
Maximum:	939.424
Minimum:	17.141
No. of Points:	53
LUMINAIRE INFORMATION	
Applied Circuits:	C
No. of Luminaires:	12
Total Load:	9.28 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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# Bobby Bailey Tennis Center

Flowery Branch, GA

## EQUIPMENT LAYOUT

### INCLUDES:

- Field 4
- Field 5
- Pickleball

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

## EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole		Luminaires		QTY / POLE
		CLASS	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	
4	A1-A4	LSS60AA	-	15.5' 60'	TLC-BT-575 TLC-LED-550	1 3
4	B1-B4	LSS70AA	-	15.5' 70'	TLC-BT-575 TLC-LED-900	1 4
4	P1-P4	LSS50AB	-	50'	TLC-LED-550 TLC-LED-900	1 2
12	TOTALS					48

## SINGLE LUMINAIRE AMPERAGE DRAW CHART

Driver (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
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	3.4	3.2	2.9	2.5	2.0	1.8	1.5



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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Sourcewell

Awarded Contract

Contract # 041123-MSL

**Sourcewell**

**Customer Information Package**



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



# 1. 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](http://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](mailto: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



**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 Sourcwell 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 Sourcwell 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 tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, 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 government-owned 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 e-commerce 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:

1. Nonperformance of contractual requirements, or
2. 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 Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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 Sourcwell 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. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. 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.

Sourcewell  
DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 6/16/2023 | 2:10 PM CDT

Musco Sports Lighting, LLC  
DocuSigned by:  
*James M. Hansen*  
By: 05A9E224EF374DF...  
James M. Hansen  
Title: Secretary  
Date: 6/23/2023 | 2:36 PM CDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 48BAF71B0894454...  
Chad Coquette  
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



# 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



### 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 Sourcwell member ID number electronically and a welcome packet by mail.

- Online at: [www.sourcwell-mn.gov/become-member](http://www.sourcwell-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 Sourcwell contract, OR use our expertise — contact our membership team. We want to be your guide.

For more information, contact our membership team:

877-585-9706

[membership@sourcwell-mn.gov](mailto:membership@sourcwell-mn.gov)

# 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](http://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](http://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](mailto:membership@sourcewell-mn.gov).

# Frequently asked questions

Q. Who is Sourcewell?

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.

Q. What is Sourcewell's primary purpose?

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.

Q. Is cooperative purchasing one of Sourcewell's authorized activities?

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 § 471.345, to solicit, evaluate, and award these contracts.

Q. How is Sourcewell governed?

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.

Q. Who is eligible for membership, and how much does it cost?

A. Membership is free and available to all government, education, and nonprofit entities.

Q. How do we join Sourcewell?

A. You can join by submitting an online membership application at: [Sourcewell-mn.gov/join](https://sourcewell-mn.gov/join) or by submitting a paper application.

Q. What specific statute gives my agency the authority to participate?

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@sourcewell-mn.gov](mailto:contract.administration@sourcewell-mn.gov).

Q. Can my agency use Sourcewell contracts without issuing our own solicitation?

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)?**

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](mailto:contract.administration@sourcewell-mn.gov).

**Q. How do I obtain copies of the legal documents associated with each contract?**

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.

**Q. As a Sourcewell member, are we able to buy from other contracts?**

A. Sourcewell membership and contracts are nonexclusive with no obligation to purchase.

**Q. How is Sourcewell funded?**

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](https://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](mailto:membership@sourcewell-mn.gov)



## AGENDA ITEM

### County Attorney

**REPORT TO:** Work Session (01/08/24)

**REPORT TO:** Voting Meeting (01/11/24)

**ITEM NO:** 709/2023

**SUBJECT:** 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 08153 000001 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:** 01/08/24

**Voting Meeting Date:** 01/11/24

#### Executive Summary:

**Presenter:** WJLI

**Recommendation:**

#### Purpose of Request:

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 08153 000001 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.

#### History:

#### Facts and Issues:

#### Options:

<b>Funding Requested</b>	\$ 0.00
<b>Are funds within current budget?</b>	No
<b>Source of Funds</b>	
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	2024-01-11

**Approvals:**

<b>Submit</b>	<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>
JL	EW	WG	WLI
<b>Administration</b>		<b>Clerk</b>	
CR		AO	

---

**Attachments:**

Resolution Objecting to Buford's Annexation of Tax Parcel 08153 000001

STATE OF GEORGIA

COUNTY OF HALL

**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 08153 000001**

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 08153 000001 (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 08153 000001 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 ± 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.

[SIGNATURES ON FOLLOWING PAGE]

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 08153 000001 this the 11<sup>th</sup> day of January, 2024.

**HALL COUNTY BOARD OF COMMISSIONERS**

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

By: \_\_\_\_\_  
Kathy Cooper, Commissioner, District 1

By: \_\_\_\_\_  
Billy Powell, Commissioner, District 2

By: \_\_\_\_\_  
Gregg Poole, Commissioner, District 3

By: \_\_\_\_\_  
Jeff Stowe, Commissioner, District 4

ATTEST:

By: \_\_\_\_\_  
Jennifer Rivera, Commission Clerk

(SEAL)

APPROVED AS TO FORM:

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

RECEIVED

DEC 07 2023

Planning & Zoning Department

CHANDLER, BRITT & JAY, LLC

ATTORNEYS AT LAW

4350 South Lee Street, Buford, Georgia 30518  
P.O. Box 1749, Buford, Georgia 30515  
Phone 770.271.2991  
Fax 770.271.9641

Richard B. Chandler Jr., P.C.  
Walt M. Britt, P.C.  
Gregory D. Jay, P.C.  
Amy L. Allen

Sender's email: gjay@cbjblawfirm.com

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:

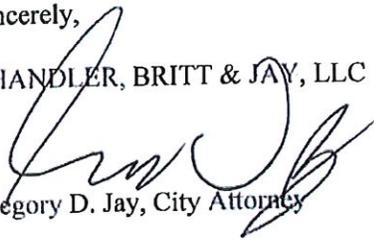
Notice is hereby given, pursuant to O.C.G.A. § 36-36-6, that the City of Buford has accepted a petition for annexation pursuant to O.C.G.A. § 36-36-20, et seq. (Article II or 100% Application Method). Enclosed is a copy of the written Application for Annexation which includes a surveys and/or map showing 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.

Sincerely,

CHANDLER, BRITT & JAY, LLC

  
Gregory D. Jay, City Attorney

Enclosures

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

EXHIBIT A

**EXHIBIT "A"**

**APPLICATIONS FOR ANNEXATION TO THE CITY OF BUFORD, GEORGIA  
HALL COUNTY**

<u>Tax Parcel No.</u>	<u>Property Address</u>	<u>Owners</u>	<u>Proposed Rezoning</u>
08153 000001	4470 Bennet Rd	Amy L. Barfield Christopher W. Watford	S-S/AR-III to C-2

**CITY OF BUFORD**  
Planning & Zoning Department  
2300 Buford Highway  
Buford, Georgia 30518  
(770) 945-6761

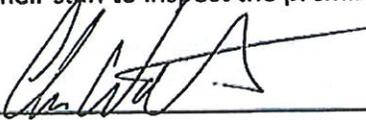
**APPLICATION FOR ANNEXATION**

Tax Map Number: 08153 - 000001 Date: 11-12-23  
Present Zoning: SS AR III Requested Zoning: Commercial, (C-2)  
Address of subject property: 4470 Bennett Rd Buford, GA  
Owner of property: Chris Watford Amy Barfield  
Telephone number: 404 992 5801 cell: \_\_\_\_\_ email: cwwatford@yahoo.com  
Housing Units: 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 # 685

For office use only:  
Application received: 11-29-23  
Date Annexation will become effective and official: \_\_\_\_\_  
Fee received: \$ 800.00

Exhibit "A"

PETITION REQUESTING ANNEXATION

CITY OF BUFORD, GEORGIA

DATE 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 Road Buford GA

Tax Map Number: 08153-000001

See description attached.

3. It is requested that this territory to be annexed shall be zoned: Commercial (C-2)

For the following reasons:

Highest and best use, Neighboring properties

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.

Respectfully submitted,

[Signature]

Amy Denfield

Owner(s)

Exhibit "B"

**AUTHORIZATION BY PROPERTY OWNER**

**Application for Annexation**

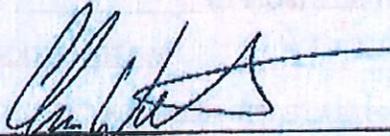
I swear that I am the owner of the property which is the subject matter of the attached application as s in the records of Hall County, Georgia. I authorize the person named below to act a applicant in the pursuit of an annexation request of this property.

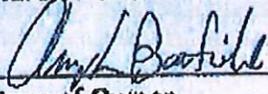
Name of Applicant: Christopher William Buford

Address: 205 Shadowbrook Drive  
Roswell, GA 30075

Telephone number: 404 992 5801 cell: 404 992 5801

Email address: cwwatford@yahoo.com

  
\_\_\_\_\_  
Signature of Owner

  
\_\_\_\_\_  
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.



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

APPLICANT Chris Watford PROPERTY OWNER Chris Watford  
ADDRESS 205 Shadowbrook Dr ADDRESS 205 Shadowbrook Dr  
Roswell ZIP 30075 Roswell GA ZIP 30075  
PHONE NUMBER 404 992 5801 PHONE NUMBER 404 992 5801  
CONTACT PERSON Chris Watford

ADDRESS OF PROPERTY 4470 Bennett Road Buford GA  
PRESENT ZONING DISTRICT SS/AR-III REQUESTED ZONING DISTRICT C-2  
CITY OF BUFORD LIMITS: YES \_\_\_\_\_ NO Pending  
LAND DISTRICT \_\_\_\_\_ LAND LOT \_\_\_\_\_ PARCEL 08153 ACREAGE 31  
PROPOSED USE Commercial zoning to allow Buford Corn Maze to continue operation through lease duration  
000001

RESIDENTIAL

NON-RESIDENTIAL

NUMBER OF LOTS/DWELLING UNITS \_\_\_\_\_ NUMBER OF BUILDINGS/LOTS \_\_\_\_\_  
DWELLING UNIT SIZE (SQ. FT.) \_\_\_\_\_ SQUARE FEET \_\_\_\_\_

JUSTIFICATION FOR REZONING

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

Currently zoned Commercial in Hill County. Need commercial zoning in Buford to allow continued operation of Corn Maze

Chris Watford 11/20/23  
SIGNATURE OF APPLICANT DATE  
Chris Watford  
TYPED OR PRINTED NAME AND TITLE

Chris Watford 11/20/23  
SIGNATURE OF OWNER DATE  
Chris Watford  
TYPED OR PRINTED NAME AND TITLE

Jukeita Serrano 11/20/2023  
NOTARY PUBLIC DATE

Jukeita Serrano 11/20/2023  
NOTARY PUBLIC

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT UNDER PENALTY OF PERJURY.  
NOTARY PUBLIC

Chris Watford 11/20/23  
SIGNATURE DATE



PLANNING DEPARTMENT USE ONLY

CASE # 24-01 DATE RECEIVED 11-29-23 RECEIVED BY KW RECEIPT # 309165 FEE \$200.00  
08-153-000001 1-9-24  
2-5-24

## REZONING APPLICANT'S 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 Buford Corn Maze currently operates under a C-3 zoning in Hall County*

- (B) Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property:

*Has no additional effect on neighboring property. Corn Maze currently operating.*

- (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:

*The corn maze is not the highest and best use of land. City of Buford master plan leans toward M-1 Industrial for this property*

- (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 most likely be zoned M1 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 01 Land Lot \_\_\_\_\_ Parcel 08153-000001  
(Map Reference Number)

  
Signature of Applicant Date 11/29/23

Chris Waitford  
Type or Print Name

*All Hall County taxes are paid in full. Property in process of  
Annexation into City of Buford. 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 \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

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.

No (yes/no)



Signature of Applicant

11/20/23  
Date

Chris Watford

Type or Print Name

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

Name and Official position of government official	Contribution (list all which aggregate to \$250 or more)	Date contribution was made (within last two years)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

From:  
Chris Watford  
205 Shadowbrook Drive  
Roswell, GA 30075

Nov 20, 2023

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  
404 992 5801

**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:**

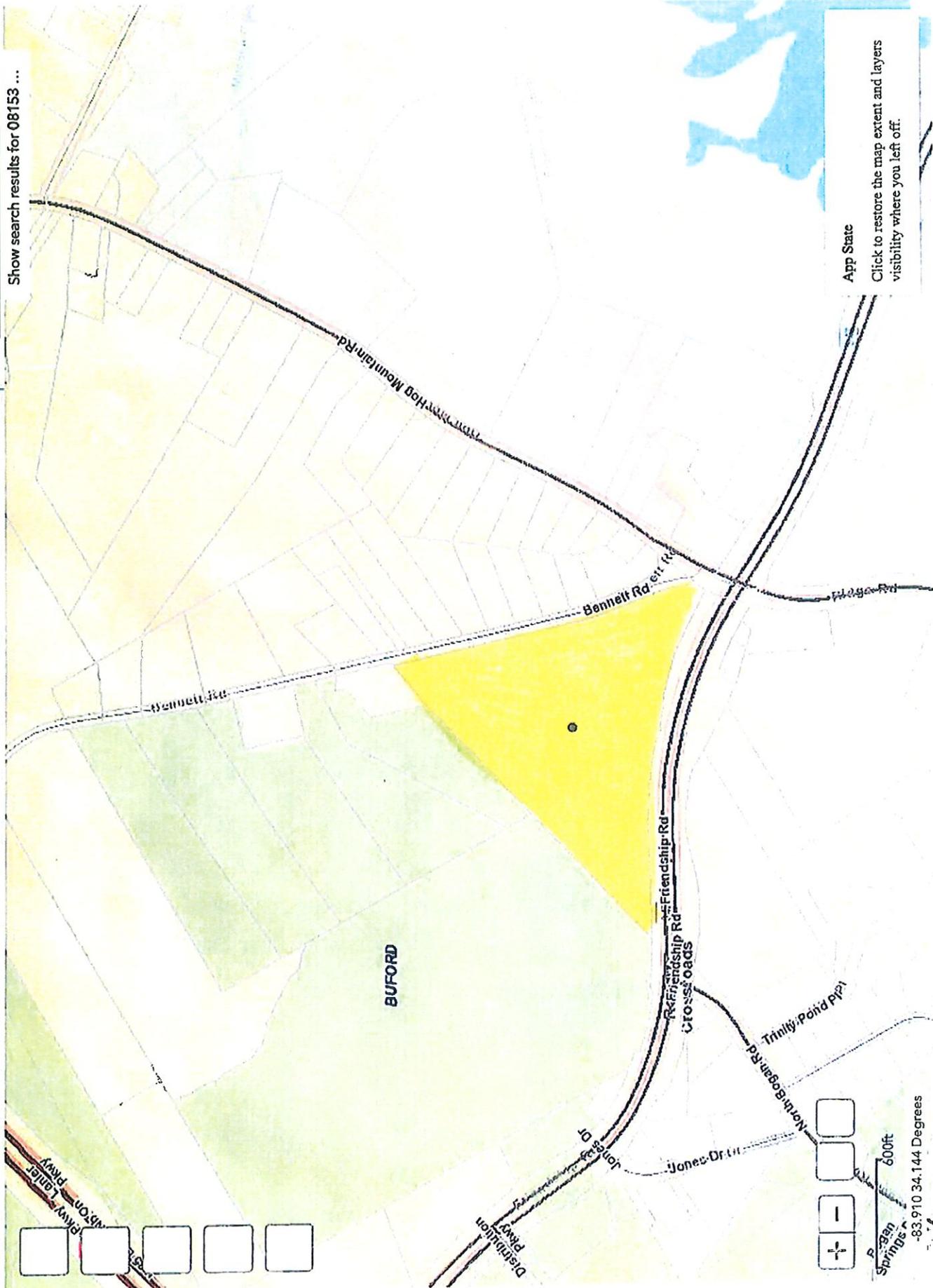
**BEGINNING at the northern corner of Buford Road (later called Roberts Cross Road and now known as Friendship Road) and the Gainesville Road, run thence East along the northeast side of Gainesville Road to the western side of Mount Salem Church Road to J.W. Parks land; run thence South 46.5 degrees 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.**



08153 000001 X Q

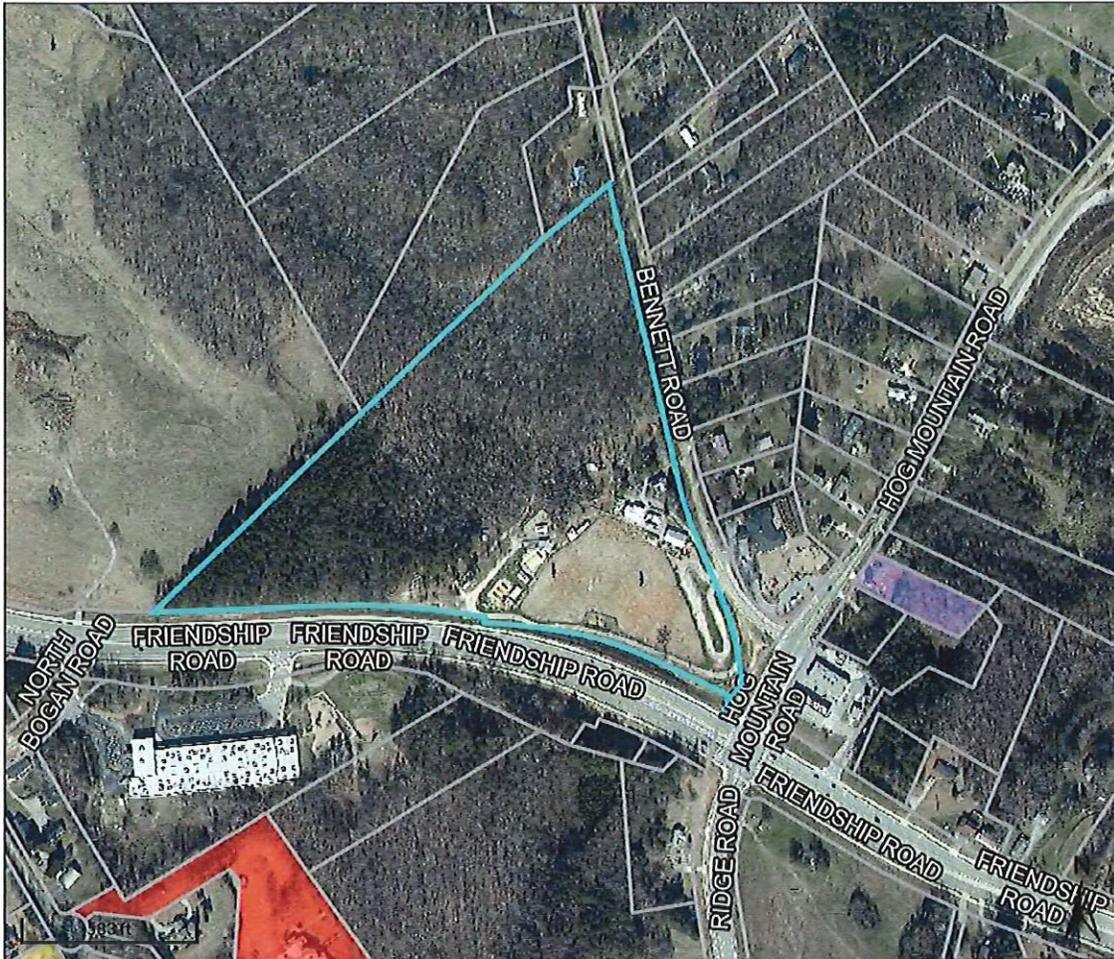
Show search results for 08153 ...

Hall County GIS



Spring Springs  
800ft  
-83.910 34.144 Degrees

App State  
Click to restore the map extent and layers visibility where you left off.



Overview



Legend

Parcels

Qualified Sales

2020

2021

2022

2023

Roads

Parcel ID 08153 000001  
 Class Code Commercial  
 Taxing District COUNTY  
 Acres 30.98

Owner AMY L BARFIELD  
 423 SUNFLOWER RIDGE  
 CANTON, GA 30115  
 Physical Address 4470 BENNETT RD  
 Assessed Value Value \$2140600

Last 2 Sales			
Date	Price	Reason	Qual
9/17/2021	0	5	U
5/3/2005	0	5	U

(Note: Not to be used on legal documents)

Date created: 12/20/2023  
 Last Data Uploaded: 12/19/2023 10:58:46 PM

Developed by Schneider  
 GEOSPATIAL

## CHAPTER 17.110. - AGRICULTURAL- RESIDENTIAL-III 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 (see chapter 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)

<u>17.140.010.</u>	Permitted uses.
<u>17.140.020.</u>	Uses permitted subject to approval of planning commission.
<u>17.140.030.</u>	Conditional uses subject to zoning board of adjustment approval.
<u>17.140.040.</u>	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.

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:

1. Accounting offices.
2. Architecture or engineering offices.
3. Doctor, dentist or chiropractor offices.
4. Insurance offices.
5. Law offices.
6. Medical clinics.

7. Other public or professional offices.

8. 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 and 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 plan, 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 pick-up. 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.

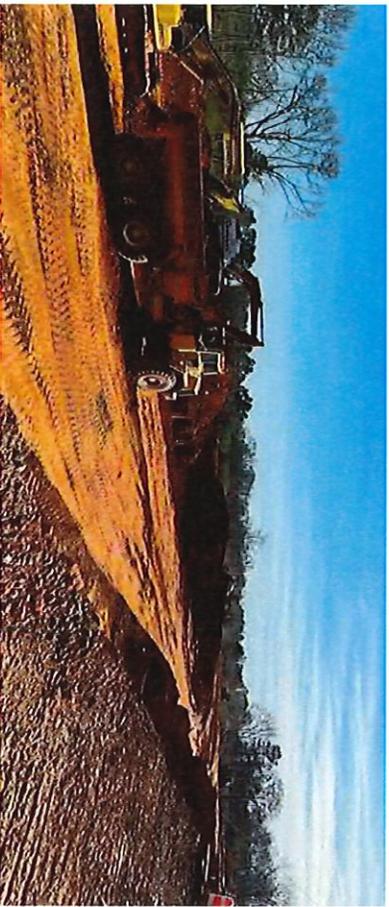
Section 1308.1 C-2 General Business District - Permitted Uses - Retail and Services Uses (36) Hotel and Motels shall be subject to the following development regulations, to wit:

- 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.

# FUTURE DEVELOPMENT GUIDE *Chapter 4*



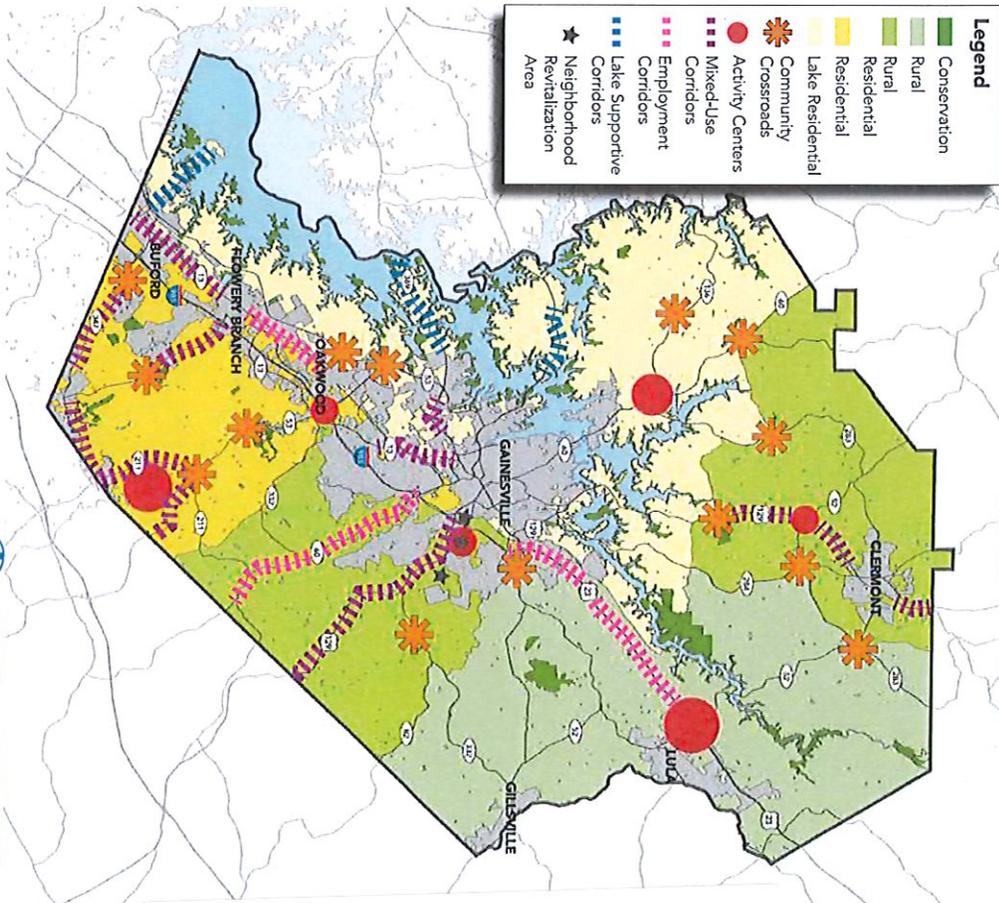
A key component of the comprehensive planning process is the creation of the Future Development Guide. The guide includes the Future Development Map, which depicts unique Character Areas that describe the type of development and land uses desired for particular areas. This guide – in addition to the goals and strategies presented in Chapter 3 – explains and helps illustrate the ‘community vision’ for growth and development in Hall County.

- The Future Development Guide includes the three section shown below:**
- Future Development Map
  - Character Area-Based Planning
  - Character Area Policy

## Future Development Map

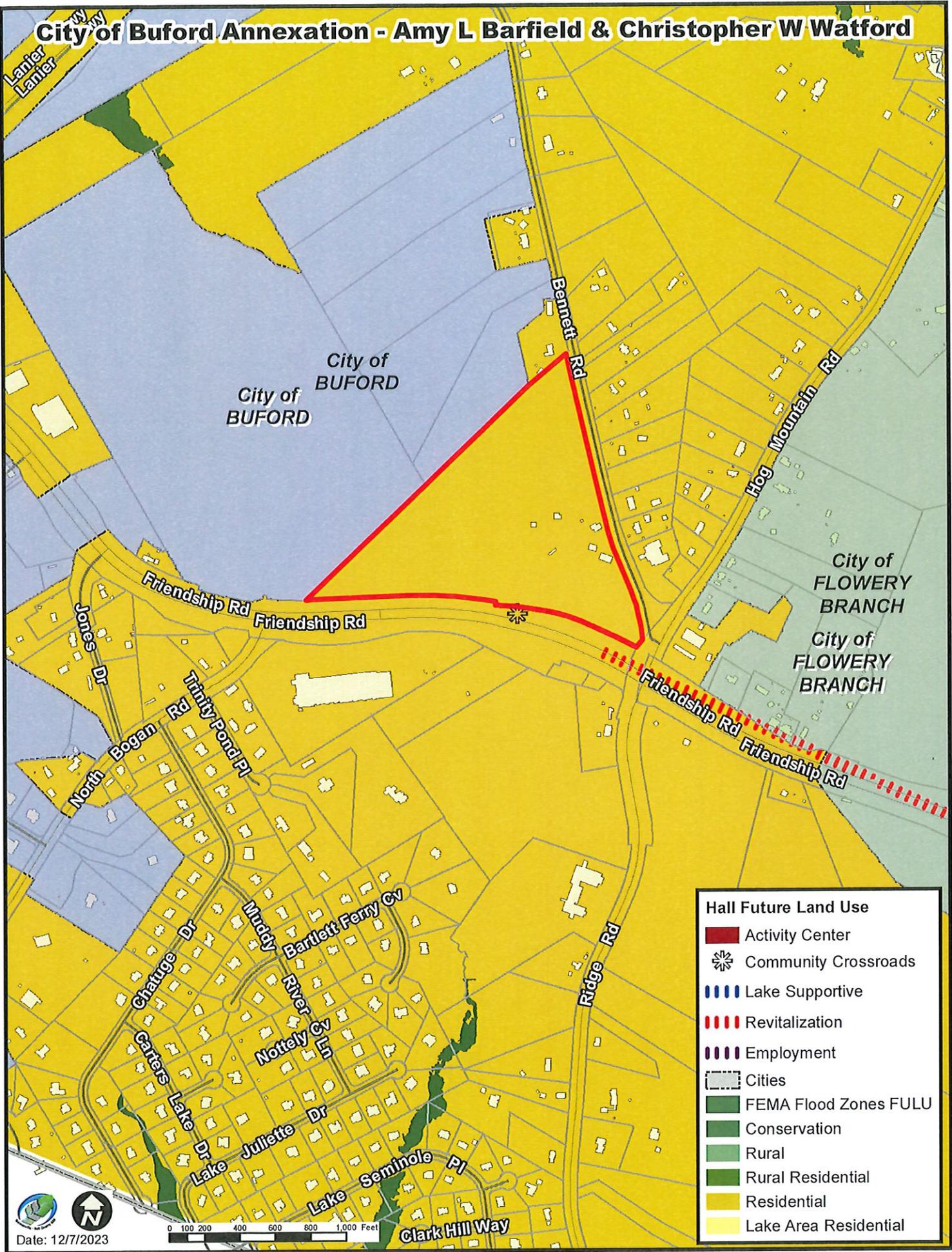
The Future Development Map is used to identify the geographic location of the Character Areas within Hall County. The Character Areas are described in detail later in this chapter. The Future Development Map is intended to help guide decision making related to the physical location of development and where the most appropriate scale and intensity of development should occur. While the map recommends land uses and development patterns for a 20-year planning horizon, it is important that it is regularly reviewed to determine if amendments are needed based on changing market and demographic trends or local goals. At a minimum, the plan is required by the Georgia Department of Community Affairs to be updated every five years.

Hall County Future Development Map



Adapted from 2017 Hall County Forward Plan, Date Future Development Guide | 18

# City of Buford Annexation - Amy L Barfield & Christopher W Watford



Hall Future Land Use	
	Activity Center
	Community Crossroads
	Lake Supportive
	Revitalization
	Employment
	Cities
	FEMA Flood Zones FULU
	Conservation
	Rural
	Rural Residential
	Residential
	Lake Area Residential

## Residential

**Intent:** PRESERVE established neighborhoods and CREATE new residential development consistent with surrounding suburban densities.

**General Characteristics:** Residential Areas are characterized by moderate-density residential development and neighborhoods. Street networks are defined by curvilinear streets and green space is largely provided on individual lots but neighborhood open space and/or park amenities may also be provided. Pedestrian connectivity is moderate, where sidewalks may be internal to a neighborhood but may not currently connect nearby parks and schools.

Future development will continue to be detached, single-family homes at moderate densities, with opportunities for variations in housing size and types through the Planned Development District zoning classification.

New development should provide opportunities for open space/greenspace, including shared areas for the benefit of residents and ample tree cover.

**Application:** Residential Areas are located in South Hall County. This area is located inside the County's sewer service area and is currently served by public sewer or will have access to it as infrastructure continues to be installed by the County.

### Primary Future Land Uses

- Moderate density residential uses
- Greenways and trails
- Civic benefit uses such as community centers, libraries, places of worship and schools

### Implementation Strategies (see Chapter 3)

- SED 1.4
- DP 2.1, DP 2.2, DP 3.1, DP 3.2, DP 3.4, DP 4.1, DP 5.1, DP 5.2, DP 6.2
- RC 3.1, RC 3.3

## DESIGN PRINCIPLES

### Density/Intensity

- Moderate density
- 2 dwellings per acre
- Residential subdivision design should set aside a high percentage of open space

### Greenspace

- Formal landscaping with built areas; informal landscaping with passive use areas
- Maintain and create connections between natural features
- Neighborhood and community parks

### Transportation

- Moderate to high pedestrian connectivity with sidewalks, greenways and pedestrian paths
- Moderate vehicular connectivity with curvilinear streets and generous to moderate distance between intersections

### Infrastructure

- Public water and sewer



Note: Images are for example purposes only and may not be located in unincorporated Hall County.

## Community Crossroads

**Intent:** MAINTAIN and CREATE access to local goods and services at major intersections throughout the community.

**General Characteristics:** Community Crossroads are characterized by clustered commercial development around the intersection of prominent roads. The general development pattern is compact, with stand-alone or multiple businesses on a site, depending on the location. In more rural areas, a single business typically occupies a property; the building is located close to the street with parking that may be located to the front, side or rear. In developed, suburban areas, buildings may be located in a small shopping center and vehicular and pedestrian access is available to multiple businesses.

In areas designated as "Rural" future development of Community Crossroads should emphasize the compact, small scale development that supports the immediate surrounding area, including residences and agricultural uses. In "Neighborhood" designated areas, future development of Community Crossroads should emphasize connectivity and be organized in a compact form around a major intersection.

**Application:** Community Crossroads are found at intersections of prominent roads in Rural, Rural Residential, and Residential areas where some commercial development is currently concentrated or there is the potential to serve the local area.

### Primary Future Land Uses

- Neighborhood commercial uses (smaller-scale retail and services serving nearby residents)
- Civic benefit uses such as places of worship, parks and community centers

### Implementation Strategies (see Chapter 3)

- SED 1.3, SED 1.5
- DP 1.1, DP 2.1, DP 2.2, DP 3.1, DP 3.2, DP 4.2, DP 4.3
- RC 1.6, RC 4.1

## DESIGN PRINCIPLES

### Density/Intensity

- Low (Rural and Rural Residential areas); oriented around an intersection, where up to 2 contiguous parcels at each quadrant may be developed unless more specifically shown on the Future Development Map
- Moderate (Residential areas)

### Greenspace

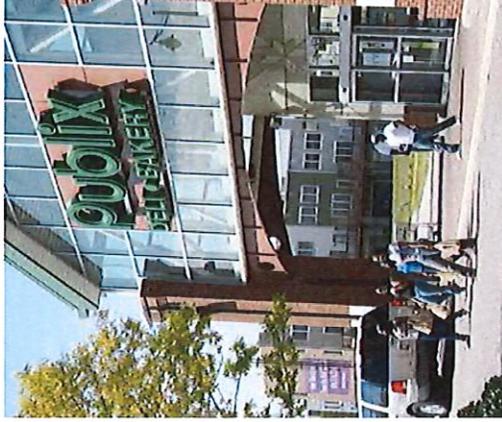
- Formal landscaping with built areas

### Transportation

- Internal vehicular and pedestrian connectivity (Residential areas)

### Infrastructure

- Water with no public sewer (Rural and Rural Residential areas)
- Public sewer availability (Residential areas)



Note: Images are for example purposes only and may not be located in unincorporated Hall County.



## AGENDA ITEM

### Elections

**REPORT TO:** Work Session (01/08/24)

**REPORT TO:** Voting Meeting (01/11/24)

**ITEM NO:** 722/2023

**SUBJECT:** Approve the 2024 Qualifying Fees Resolution for the upcoming Election Cycle.

#### Meetings:

**Work Session Date:** 01/08/24                      **Voting Meeting Date:** 01/11/24

#### Executive Summary:

**Presenter:** PAT

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

**Purpose of Request:**    **History:**

**Facts and Issues:**    **Options:**

<b>Funding Requested</b>	\$ 0.00
<b>Are funds within current budget?</b>	No
<b>Source of Funds</b>	
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	2024-02-01

#### Approvals:

Submit	Approve	Budget	Finance
PT	LW	EW	WG
Attorney	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. § 21-2-131 to this Resolution;

**NOW THEREFORE**, the following qualifying fees are fixed and established for the offices set forth below:

<u>Office</u>	<u>Fee</u>
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

[SIGNATURES AND ATTESTATION ON FOLLOWING PAGE]

This \_\_\_\_\_ day of January, 2024.

**HALL COUNTY BOARD OF  
COMMISSIONERS**

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**Chairman, Richard Higgins**

ATTEST:

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

APPROVED AS TO FORM:

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



## AGENDA ITEM

### Financial Services

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**REPORT TO:** Work Session (01/08/24)

**REPORT TO:** Voting Meeting (01/11/24)

**ITEM NO:** 700/2023

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

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#### Meetings:

**Work Session Date:** 01/08/24

**Voting Meeting Date:** 01/11/24

#### Executive Summary:

**Presenter:** WG

**Recommendation:**  
Approve.

#### Purpose of Request:

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

#### History:

IFB #027-44 was competitively bid with three (3) contractor bids. Smoother 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.

#### Facts and Issues:

##### Funding Source:

DCA - Dept. of Community Affairs

USDOH - US Dept of Housing

7323 – CHIP Program

G2019 - 111 CHIP GRANTS

#### Options:

**Funding Requested**

\$ 213,414.41

**Are funds within current budget?**

Yes

**Source of Funds**

Grant 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?**

2023-12-26

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Purchasing</b>	<b>Budget</b>
CW	WG	AP	EW
<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
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 BOARD OF COMMISSIONERS  
FINANCIAL SUPPLEMENT REPORT**

**AGENDA ITEM 700/2023**

**Funds Requested:** \$ 213,414.41

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Grant Funds

No

**Funding Source Items:**

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

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** SG

**Phone:** 770-297-5503



# Hall County Government

FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT # 027-44

For the provision of

## Hall County CHIP Single-Family Home Repair Projects

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

### 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

**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

**CONTRACTOR'S CONTACT INFO**

Timothy Rucker  
Owner  
Smooth Stroke Contracting  
997 S. Enota Drive  
Gainesville, GA 30501  
[smoothestroke@gmail.com](mailto:smoothestroke@gmail.com)  
Ph: (404) 569-9785

**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:

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

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

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and

conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

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

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

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

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
  5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

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

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

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

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

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

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

**ARTICLE #112 – SUPERSEDES FORMER CONTRACTS**

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

**ARTICLE #113 - SEVERABILITY:**

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

**ARTICLE # 114 - RECORDS:**

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

**ARTICLE # 115 - ADDITIONAL TERMS:**

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

**ARTICLE # 116 - WAIVER:**

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

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

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

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
  
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

**ARTICLE # 118– INSURANCE REQUIREMENTS:**

**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 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. 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, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

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

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

**ARTICLE # 121 - COMPENSATION:**

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

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

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

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

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

**B. Invoice/Payment.**

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

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

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

the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay 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 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. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
  
- B. Contractor further certifies its compliance with the aforementioned federal and state immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

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

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

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

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

The Parties mutually acknowledge that 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-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.

25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

COMPANY'S FULL LEGAL NAME

Smathe Stroke Contracting

HALL COUNTY, GEORGIA

By: [Signature]

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

Print Name: Richard Higgins  
Title: Chairman

Richard Higgins, Chairman  
Hall County Board of Commissioners

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

Sworn to and subscribed before me this  
15 Day of December, 2023

Attestment: \_\_\_\_\_  
County Clerk

Approved as to Form

Notary Public: [Signature]  
William J. Linkous III, County Attorney

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

[Locus Sigilli - Seal of State]  
Betty Louise Maxey  
NOTARY PUBLIC  
Hall County, GEORGIA  
My Commission Expires 12/08/2025



Hall County Government  
FINANCIAL SERVICES

EXHIBIT B – CONTRACT FOR SERVICES

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT # 027-44

For the provision of

Hall County CHIP Single-Family  
Home Repairs Projects

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

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

**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

**CONTRACTOR'S CONTACT INFO**

Victor Wills  
CEO  
Quality Construction & Improvement of Atlanta  
4299 Sherwood Oaks Drive  
Decatur, GA 30034  
[ceo@qualityimprove.com](mailto:ceo@qualityimprove.com)  
Ph: (678) 725-2783

**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:

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

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

This Contract will terminate immediately and absolutely if the County determines that adequate funds are de-appropriated such that the County cannot fulfill its obligations under the Contract, such determination being at the County's sole discretion and

conclusive. County agrees to provide prompt written notice to Contractor in the event of any de-appropriation.

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

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

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

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.
2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.

4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
  5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.
- H. **Liquidated Damages.** In the event that the Contractor unreasonably delays completion of the project, or who abandons the project before completion, the Contractor shall pay the County liquidated damages an amount equal to the percentage of work not completed.

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

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

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

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

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

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

**ARTICLE #112 – SUPERSEDES FORMER CONTRACTS**

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

**ARTICLE #113 - SEVERABILITY:**

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

**ARTICLE # 114 - RECORDS:**

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

**ARTICLE # 115 - ADDITIONAL TERMS:**

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

**ARTICLE # 116 - WAIVER:**

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

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

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

- B. The County has the right to require the Contractor to reassign or remove any employee or subcontractor's employee from the premises temporarily or permanently when, in the County's sole opinion, the employee is not suitable. The County's decision on this matter shall be final, and Contractor will remove this employee immediately and replace with a person of at least equivalent training, experience and requisite qualifications as quickly as possible, subject to the County's prior approval.
  
- C. Contractor agrees to obtain prior written approval from the County for the use of sub-Contractors to provide the Services described in *SCOPE OF SERVICES* prior to subcontractor's performance of work.

**ARTICLE # 118- INSURANCE REQUIREMENTS:**

**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 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. 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, sub-contractors or others will not use County owned vehicles or equipment in the performance of this Contract without express written consent. Contractor shall be responsible for providing all transportation necessary to deliver Services under the Contract.

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

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

**ARTICLE # 121 - COMPENSATION:**

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

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

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

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

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

**B. Invoice/Payment.**

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

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

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

the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay 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 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. § 1324a and the Georgia Security and Immigration Compliance Act (O.C.G.A. §13-10-90 et seq.), as amended by the Illegal Immigration Reform and Enforcement Act of 2011, regarding the verification of employment eligibility of employees under the Immigration Reform and Control Act of 1986. Contractor will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this Contract or any subcontract or sub-subcontract hereunder.
  
- B. Contractor further certifies its compliance with the aforementioned federal and state Immigration laws set forth by signing a sworn affidavit, the Georgia Security and Immigration Compliance Act Affidavit, notarized by an Official Notary Public, and obtaining the same affidavits from any sub-contractor providing services pursuant to this Contract.

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

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

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

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

The Parties mutually acknowledge that 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-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.

25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.
30. All goods and services supplied pursuant to this PO shall, unless otherwise noted, must conform exactly to all of the descriptions, specifications, Exhibits and attachments contained in the Bid Solicitation upon which a PO is based and all the terms, conditions, and specifications of the Bid Solicitation are incorporated herein by reference and made a part hereof.
31. Any-and-all media production, recordings, videos, photography, artwork, plates, engravings, and other printed or digital media materials paid in full by The County is considered County property and shall be delivered to The County upon request.
32. Invoices submitted to The County will reflect the language of the PO with the PO Number printed on each invoice submitted.
33. In the event that a PO has an attached Contract or Agreement, the terms and conditions of the latter shall govern in the event of any conflict with these terms and conditions.
34. The Supplier may be suspended, terminated, or debarred if it is determined that the Supplier has made false certification(s) or has violated such certification(s) by failure to carry out the requirements herein.
35. The Supplier certifies that it and its subcontractors are not been debarred, suspended, or declared ineligible by any agency of the County, or State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4.
36. The Supplier certifies that the Supplier is not currently engaged in an active or pending lawsuit or other grievance, injunction, or levy against the County.
37. Goods are Free-On-Board (F.O.B.) destination and freight, shipping and delivery shall be pre-paid and added to the invoice as a separate line item.
38. The County does not pay late fees nor interest charges.
39. The Supplier shall charge the County the exact amount of freight, delivery, handling and insurance charges.
40. The County is not bound to any minimum or maximum quantity or dollar amount set by the Supplier
41. In the event there is a discrepancy between the unit price and extended price, the unit price shall govern.

[Signature Page Follows]

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

COMPANY'S FULL LEGAL NAME

Quality Construction and Improvement of Atlanta Inc

HALL COUNTY, GEORGIA

By: Victor Wills  
(Signature)

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

Print Name: Victor Wills

Richard Higgins, Chairman  
Hall County Board of Commissioners

Title: C.E.O.

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

Sworn to and subscribed before me this

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

19th Day of December, 2023

County Clerk

Notary Public Laura A. Brown

Approved as to Form  
William J. Linkous III

Notary commission expires: 6/11/25

William J. Linkous III, County Attorney

[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: Smoothie Stroke Contracting  
Bidder's Name: TIMOTHY RUCKER  
Bidder Signature: [Signature] Date: 11-9-23

**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
<b>01</b>	<b>Site Preparation</b>				
	Obtain all permits (building, plumbing, mechanical, electrical, etc.) determined necessary by Hall County Inspections.	LS	1	375.00	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	850.00
<b>02</b>	<b>Siding</b>				
	Replace missing or rotten trim with dimensional pine stock. Wrap all exposed trim with aluminum coil and install vented soffit (Right gable).	LF	17	21.68	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	4303.09
	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	433.70
	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	350.00

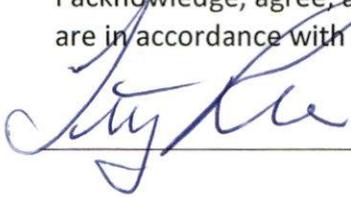
Task #	Specification	Unit of Measure	No. of Units	Unit Cost	Line item Cost
<b>03</b>	<b>Windows/Doors</b>				
	Remove window components back to framing members with a minimum of damage to structure. Remove debris from site and haul to a legal landfill. Broom clean adjacent rooms (main floor).	EA	10	34.19	<del>344.88</del>
	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	5480.00
	Install an aluminum combination storm and screen door with white baked enamel aluminum finish and top chain.	EA	2	300.00	600.00
<b>04</b>	<b>HVAC</b>				
	Detach and reset HVAC registers on main floor.	EA	8	28.10	224.80
<b>05</b>	<b>Electrical</b>				
	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	10,000.00
	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	910.00

Task #	Specification	Unit of Measure	No. of Units	Unit Cost	Line item Cost
<b>06</b>	<b>Plumbing</b>				
	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	2638.70	5277.40
	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
<b>07</b>	<b>Kitchen Cabinet</b>				
	Repair base cabinet around sink area and touch up paint as needed.	LS	1	3906.40	3906.40
<b>08</b>	<b>Interior</b>				
	Hang, tape and 3 coat finish 3/8" drywall over main floor ceiling. Apply a 3/8" bead of adhesive to framing member and screw or nail 8" on center. Wet sand ready for paint.	SF	1040	4.55	4736.25
	Apply knockdown texture ceiling on main floor.	SF	1040	1.27	1315.62
	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". 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
<b>08</b>	<b>Interior (CONTINUED)</b>				
	Match existing paint and touch up areas affected by electrical, plumbing, and mechanical work in interior areas and paint ceiling.	RM	9	99.11	892.00
<b>09</b>	<b>Flooring (Kitchen, LR, Hall &amp; Bath)</b>				
	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 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	Approx. 950-SF	9.53	9056.25
<b>10</b>	<b>Exterior</b>				
	Remove deteriorated porch. Construct 6"x 6" treated posts, 2"x 10" joists with 5/4" decking board flooring to support child-proof wood railing and 6"x 6" posts for roof. Construct roof structure with 2"x 8" rafters, 1/2" 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
<b>11</b>	<b>Post Construction</b>				
	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	<b>Post Construction (CONTINUED)</b>				
	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	270.32	270.32
				Sub-Total =	63,704.51
				P&O @ 20 % =	12,740.90
				TOTAL =	76,445.41

I acknowledge, agree, and consent that the above listed tasks, including sizes and materials are in accordance with my participation agreement.



Signature

Date: 11-9-13

**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: Victor Wills

Date: 1/3/2024

**CHIP WORK WRITE-UP BID FORM PROJECT 2**

**GRANT RECIPIENT:** Hall County

**GRANT #** 2019-111

**OWNERS NAME:**

**PHONE #:**

**ADDRESS:** 3516 Shoreland Drive

**CITY:** Buford

**STATE:** GA

**ZIP:** 30518

**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
<b>01</b>	<b>Miscellaneous / Site Preparation</b>				
	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
<b>02</b>	<b>Siding</b>				
	Hang Alside Conquest vinyl clapboard siding including all cornice, corner, door and window trim after replacing all deteriorated exterior building components.	SQ	10	620.60	6206
	Wrap home with Tyvek 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 dimensional pine stock. Wrap all exposed trim with aluminum coil and install vented soffit.	LF	130	20.54	2670
<b>03</b>	<b>Windows/Doors</b>				
	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 measure, order and install vinyl, single-hung, double-glazed, one-over-one windows and jamb including screen, caulk, interior casing and exterior trim. Install half screen.	EA	7	500	3500

Task #	Specification	Unit of Measure	No. of Units	Unit Cost	Line item Cost
	<b>Windows/Doors (CONTINUED)</b>				
	Dispose of door and frame. Install a pre-hung 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
<b>04</b>	<b>Roof</b>				
	Remove and dispose of all roofing and felt. Cut a 1-inch wide vent at ridge board. Staple 15-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
<b>05</b>	<b>Foundation</b>				
	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 x 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 x 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 x 16-inch x 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
<b>06</b>	<b>Termites</b>				
	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
<b>07</b>	<b>HVAC</b>				
	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
<b>08</b>	<b>Electrical</b>				
	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 all 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 Measure	No. of Units	Unit Cost	Line item Cost
06	<b>Plumbing</b>				
	Install a 5-foot, Sterling (or equivalent) 4-piece, fiberglass tub and shower unit 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	1	3200	3200
	Detach and reset toilets. If toilet is unable to be reset, install 2-piece, close coupled, white, vitreous china, comfort height commode. Include plastic white seat, plastic supply pipe, shut-off valve, flap valve and wax seal. Use 14-inch rough-in when replacing wall hung commode, and 12-inch rough-in to replace close-coupled commode.	EA	1	1500	1500
	Install a minimum 24-inch vanity complete with plywood cabinet, laminate top, dual control, brass bodied, single-lever faucet, supply risers, shut-off valves and all required waste connectors to complete the installation.	EA	1	1500	1500
	Install a 33-inch x 22-inch x 5-inch 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	1800	1800
	Dispose of water heater in legal dump. Install a 40-gallon electric water heater with 7-year warranty. Include pressure and temperature relief valve, discharge tube to within 6-inches of floor or to outside of structure, shut-off valve and electric supply.	EA	1	1800	1800
	Install CPVC or PEX water supply lines to fixtures. Install to manufacturer guidelines. Size pipe to current local and/or state code. Install PVC or brass shut-off valves at all fixtures	LF	125	25.60	3200

Task #	Specification	Unit of Measure	No. of Units	Unit Cost	Line item Cost
	<b>Plumbing (CONTINUED)</b>				
	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
<b>10</b>	<b>Attic</b>				
	Cut and frame an attic access opening to fit an Energy Star-rated disappearing staircase (for conditioned space) or fire-rated disappearing staircase (for garage). Install appropriate door for location selected.	EA	1	890	890
<b>11</b>	<b>Cabinets</b>				
	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 in-stock 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, 1/4-inch 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
	<b>Cabinets (CONTINUED)</b>				
	Install hardware on cabinets.	EA	20	8.80	176
<b>12</b>	<b>Flooring 2</b>				
	Dispose of existing flooring. Measure floor areas to confirm size and dimensions. Install A&A Surfaces "Woodland 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
<b>13</b>	<b>Interior</b>				
	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 8-inch 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
	<b>Interior (CONTINUED)</b>				
	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
<b>10</b>	<b>Exterior</b>				
	Dispose of existing steps and landing. Construct a replacement unit with three 2-inch x 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 x 6-foot landing, of 2" x 6"s and 2"x 4" 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 pre-painted pine lattice molding. Replace rotten wood framing at both porches.	SF	248	22	5456
<b>11</b>	<b>Post Construction</b>				
	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

Task #	Specification	Unit of Measure	No. of Units	Unit Cost	Line item Cost
	<b>Post Construction (CONTINUED)</b>				
	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	600	600
		<b>Sub-Total =</b>			130402
		<b>P&amp;O @ 5.036</b>			6567
		<b>% = TOTAL =</b>			136969

I acknowledge, agree, and consent that the above listed tasks, including sizes and materials are in accordance with my participation agreement.

*Victor Wills*

Signature

Date: 1/3/2024

<b>SUMMATION OF BIDS RECEIVED</b>	<b>Corporate Vision</b>	<b>Quality Construction &amp;</b>	<b>Smoothe Stroke</b>
<b>IFB # 027-44</b>	<b>Company has been removed from bidding</b>	<b>Improvement of Atlanta</b>	<b>Construction</b>
<b>Single-Family Home Repair Project(s) Project 1 - Crescent Drive</b>	<b>Douglasville, GA</b>	<b>Decatur, GA</b>	<b>Gainesville, GA</b>
	(disqualified)		
<b>Total Bid</b>	<b>\$83,580.000</b>	<b>\$95,212.920</b>	<b>\$76,445.410</b>
<b>Grants Department recommendation is:</b>	<b><u>Smoothe Stroke Construction</u></b>		
<b>BIDS MAILED: 7 (H)1</b>			
<b>BIDS RECEIVED: 3 (H) 0 No bids (0)</b>			
<b>DEPARTMENT: Grants Department</b>			
CHiP Program			
Corporate Vision was disqualified because of a review that stated:			
"The Contractor was previously removed from a Housing Authority project for non-completion and replace with another Contractor".			

	12/20/2023			
IFB #027-44	Corporate Vision	Quality Construction &	Smoothe Stroke	
	Company has been removed from bidding	Improvement of Atlanta	Construction	
Single-Family Home Repair Project(s) Project 2 - Shoreland Drive	Douglasville, GA	Decatur, GA	Gainesville, GA	
	(disqualified)			
<b>Total Bid</b>	<b>\$130,843.750</b>	<b>\$136,969.000</b>	<b>\$140,558.460</b>	
<b>Grants Department recommendation is:</b>	<b><u>Quality Construction &amp; Improvement of Atlanta</u></b>			
<b>BIDS MAILED: 7 (H)1</b>				
<b>BIDS RECEIVED: 3 (H) 0 No bids (0)</b>				
<b>DEPARTMENT: Grants Department</b>				
CHiP Program				
Corporate Vision was disqualified because of a review that stated:				
"The Contractor was previously removed from a Housing Authority project for non-completion and replace with another Contractor".				



Hall County Government  
FINANCIAL SERVICES

INVITATION FOR BID  
IFB #027-44

For the provision of:

SINGLE-FAMILY HOME  
REPAIR PROJECT

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

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](mailto: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<sup>th</sup>) 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 x 22-in x 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 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.

#### **10 Exterior:**

1. Remove deteriorated rear porch. Construct 6-inch x 6-inch treated posts, 2-inch x 10-inch joists with 5/4-inch decking board flooring to support child-proof wood railing and 6-inch x 6-inch posts for roof. Construct roof structure with 2-inch x 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

- 2.04 Bidders are responsible to review and comply any Addenda regarding this IFB posted on the County Website.
- 2.05 All bids must be submitted in a sealed envelope.
- 2.06 N/A
- 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:

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<sup>th</sup> 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:

\_\_\_\_\_ No Bid.

Please list reason for no bid below.

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**Approvals:**

<b>Buyer</b>	<b>submit</b>	<b>approve</b>	<b>Purchasing</b>
AP	JS	JS	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
EW	WG	WLI	CR
<b>Clerk</b>			
AO			

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**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

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Capital Projects

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2028	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	542200-MOTOR 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: 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

- |  |                                  |
|--|----------------------------------|
| <input type="checkbox"/> Price Increase Requested      | Percentage Increase: n/a         |
| <input type="checkbox"/> Demand Service Contract       | Previous Spend:                  |
| <input checked="" type="checkbox"/> 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.

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
**Wesley Geddings**

## PRICE INCREASE DETAILS

Bid/Contract No: PS20240

Bid/Contract Name: Fire Apparatus (RFP 1905)



IN SERVICE TO SERVE YOU

**Equipment Proposal**

**Proposal # 122623-02**

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: 2875 Brown's Bridge Road, Gainesville, Ga. 30504**

Qty	Product Description & Options	Price
1	Pierce Enforcer 100' Mid-mount Aerial Platform based on the attached specifications	\$2,063,514.00
<p>** Pricing is subject to change as follows:</p> <p>(a) Commercial chassis price is an estimate; final chassis price will be determined when chassis is delivered by the manufacturer to the original equipment manufacturer ("OEM"). The OEM will notify Company of its final price, and Company will notify Customer of the final price.</p> <p>(b) Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month the OEM accepts this order ("Order Month") and a month 14 months prior to the then predicted "ready for pick up" date ("Evaluation Month"), then Company may update the pricing in an amount equal to the increase in PPI over 5.0% in each year or fractional year between the Order Month and the Evaluation Month. Company will document any such updated price for Customer's approval, and Company will provide to Customer the option to cancel this Order for 45 days if Customer does not accept the updated price. If Customer accepts or fails to respond within such 45 day period, Customer will be obligated to complete the Product purchase at the updated Total price.</p>		<p style="text-align: right;"><b>Total:</b></p> <p><b>\$2,063,514.00</b></p>

**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<sup>th</sup>, 2024.**

Unless accepted within **24** 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

Ten-8 Fire & Safety, LLC

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

By: *Gay R. Binion*

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

Title: **Authorized Sales Representative**

Print: \_\_\_\_\_

Print: *Gay R. Binion*

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

Date: *1-5-24*

APPROVED AS TO FORM  
*Justin R. Lawhon*  
Justin R. Lawhon,  
Senior Assistant County Attorney

**EXHIBIT A**  
**PROPOSAL OPTION LIST**

**EXHIBIT B**  
**WARRANTY**

**SEE SPECIFICATIONS PROVIDED**

**EXHIBIT C**

**PURCHASING TERMS AND CONDITIONS**

## PURCHASING TERMS 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 non-party 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 DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL 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, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH 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 THIS 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 government, inability or delay of Company or manufacture in obtaining necessary labor or adequate or suitable manufacturing components at reasonable prices, allocation 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 partner, 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.

January 3, 2024

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,

DocuSigned by:

*Patricia M. Mulvihill*

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Patricia M. Mulvihill

Executive Director

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 apparatus from bumper to bumper. The full spectrum of vehicles is available including:

- Aerial
- Tanker
- Pumper
- Custom Options
- Rescue

### Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to [nppgov.com](http://nppgov.com).

### Contract Details

- Log into [nppgov.com](http://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



Lead Public Agency: League of Oregon Cities  
RFP #1905

**CONTRACT TERM**  
**CONTRACT NUMBER: PS20240**  
Effective Date: 05/27/2020  
Initial expiration: 05/27/2023

### NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support



[nppgov.com](http://nppgov.com)  
customerservice@nppgov.com  
877.329.8847

## **Tenth Amendment to Master Price Agreement for FIRE APPARATUS**

### **Pricing Update**

This Amendment to the Master Price Agreement is entered into this 11<sup>th</sup> 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

- Pricing Update.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list:

### ATTACHMENT A to Master Price Agreement by and between VENDOR and PURCHASER. PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

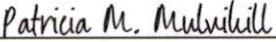
npp gov		NPPGOV CONTRACT #PS20240 PIERCE MFG INC. : PRODUCT & PRICE LISTING	Effective 08/04/2023
Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the NPPGOV contact.			
<b>1.0 AERIAL PRODUCTS</b>			
Bid	ID #	Description	Effective 08/04/2023
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$1,191,212.84
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,337,853.06
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,419,106.86
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,422,606.62
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,494,586.77
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$1,736,374.16
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$1,811,120.48
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$1,713,998.75
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$1,417,529.17
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$1,456,530.29
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$1,600,604.72
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$1,743,090.15
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	\$1,276,039.45
<b>2.0 Pumper Products</b>			
Bid	ID #	Description	Effective 08/04/2023
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$745,370.27
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$835,300.56
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$684,244.95
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$392,068.81
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$810,971.56
232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$912,270.13
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$341,935.56
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$811,773.03
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$338,080.81
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$980,521.97
<b>3.0 Tanker Products</b>			
Bid	ID #	Description	Effective 08/04/2023
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$369,833.82
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$363,429.90
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$1,150,793.99
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$1,027,384.35
<b>4.0 Special Service Apparatus</b>			

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
<b>5.0 Wildland Fire Apparatus (Brush Fire)</b>			
Bid	ID #	Description	Effective 08/04/2023
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$507,461.46
<b>6.0 Other</b>			
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

DocuSigned by:  
  
 Date September 21, 2023 | 8:36 AM PDT  
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 BY: Patricia M. Mulvihill  
 ITS: Executive Director

PIERCE MANUFACTURING, INC.

DocuSigned by:  
  
 Date September 26, 2023 | 7:54 AM PDT  
62EC739C45CD428...  
 BY: Charley Hopp  
 ITS: Manager - Contracts and Sales Support

**Certificate Of Completion**

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Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	
Envelope Stamping: Enabled	
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	
	Envelope Originator:
	Marshall Stiles
	17930 International Boulevard
	Suite 900
	SeaTac, WA 98188
	marshall.stiles@mynpp.com
	IP Address: 76.147.185.145

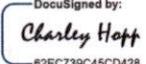
**Record Tracking**

Status: Original	Holder: Marshall Stiles	Location: DocuSign
9/21/2023 8:25:40 AM	marshall.stiles@mynpp.com	

**Signer Events**

Charley Hopp  
 chop@piercemfg.com  
 Manager - Contracts and Sales Support  
 Security Level: Email, Account Authentication (None)

**Signature**

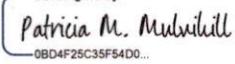
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 Using IP Address: 198.190.231.15

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 Signed: 9/26/2023 7:54:58 AM

**Electronic Record and Signature Disclosure:**  
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Patricia M. Mulvihill  
 pmulvihill@orcities.org  
 Executive Director  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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 Signature Adoption: Pre-selected Style  
 Using IP Address: 76.138.189.90

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 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

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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  
 edorcey@piercemfg.com  
 Security Level: Email, Account Authentication (None)

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Sent: 9/21/2023 1:01:49 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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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
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Electronic Record and Signature Disclosure
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## **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](mailto: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](mailto: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](mailto: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](mailto: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' 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' ASL Steel Ladder	\$ 1,067,167.00
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' 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	\$ 276,371.00
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$ 271,560.00
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dry side	\$ 880,639.00
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$ 764,931.00

**5.0 SPECIAL SERVICE APPARATUS**

Bid	ID #	Description	2020 Pricing
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$ 535,268.00
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$ 611,038.00
256	5.03	Enforcer, Tandem, Combination, HDR	\$ 773,937.00
255	5.04	Enforcer, Single, Walk-In, HDR	\$ 755,003.00
254	5.05	Freightliner, Single Axle, ENCORE	\$ 291,410.00

**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	\$ 221,766.00
	8.02	Pierce Situational Awareness - Fotokite Modem Portable	\$ 43,475.00
	8.03	Pierce Situational Awareness - Fotokite - Compartment Mounted	\$ 48,450.00
*	8.04	Pierce Situational Awareness - Fotokite - Roof Mount	\$.....52,778.00
*	8.05	HAAS R2V: Responder-to-Vehicle	\$ 2,499.00
*	8.06	HAAS R2R: Responder-to-Responder - R2R (Add on to R2V)	\$ 3,399.00
*	8.07	HAAS R2V + R2R	\$ 3,999.00
*	8.08	HAAS R2V: Responder-to-Vehicle 10 Year	\$ 1,999.00
*	8.09	HAAS R2V + R2R 10 Year	\$ 2,799.00

**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



# Option List

12/25/2023

**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:**  
**Number of Units:** 1  
**Bid Date:** 12/29/2023  
**Stock Number:**  
**Price Level:** 47 (Current: 47)  
**Lane:**

Line	Option	Type	Option Description	Qty
1	0769372		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	1
2	0018180		Single Source Compliance, Aerials	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533351		Quint Fire Apparatus	1
8	0588612		Vehicle Certification, Aerial w/Pump	1
9	0681278		Agency, Apparatus Certification, Aerial w/Pump, U.L.	1
10	0891947		Certification, Vehicle Inspection Program, NFPA 1901	1
11	0799172		FLEET CUSTOMER	1
12	0733614		Consortium, NPPGov (LOC)	1
13	0537375		Unit of Measure, US Gallons	1
14	0529326		Bid Bond, 10%, Pierce Built Chassis	1
15	0816569		Performance Bond, Not Requested, PPI Terms	1
16	0000007		Approval Drawing	1
17	0611571	SP	Drawing, As Built, At Delivery a Revised Print w/ Changes, FLEET	1
18	0727746	SP	Drawing, Compartment Layout, FLEET	1
19	0002928		Electrical Diagrams	1
20	0729149		Enforcer Chassis, 100AAT	1
21	0000110		Wheelbase Wheelbase - 271.00"	1
22	0000070		GVW Rating GVW rating - 78,000 #	1
23	0729280		Frame Rails, 13.38 x 3.50 x .375, Enforcer	1
24	0889473		Frame Liner, "C/Inv L" 12.50" x 3.00" x .25", AXT/Vel/Imp/Enf, 57" Qval	1
25	0796912		Axle, Front, Oshkosh TAK-4, Non Drive, 24,000 lb, Enforcer	1
26	0090914		Suspension, Front TAK-4, 24,000 lb, DLX/Qtm/AXT/Vel/Enf/SFR	1
27	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
28	0000322		Oil Seals, Front Axle	1
29	0802640		Tires, Front, Goodyear, Armor Max MSA, 445/65R22.50, 20 ply	1
30	0019618		Wheels, Front, Alcoa, 22.50" x 13.00", Aluminum, Hub Pilot	1
31	0728953		Axle, Rear, Meritor RT52-185, 54,000 lb, Enf, 100AAT	1
32	0544244		Top Speed of Vehicle, 60 MPH/96 KPH	1
33	0660628		Suspen, Rear, Air Link, AL- 520, Air Ride, 54,000 lb	1
34	0000485		Oil Seals, Rear Axle	1
35	0782551		Tires, Rear, Goodyear, Endurance RSA, 12R22.50, LRH, Tandem	1
36	0654791		Wheels, Rear, Alcoa-Accuride, 22.50" x 8.25", Aluminum-Steel, Hub Pilot, Tandem	1
37	0568081		Tire Balancing, Counteract Beads	1
38	0620569		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Tandem Axle Qty, Tire Pressure Ind - 10	1
39	0742343		Mud Flap, Full Width, Rear, Custom Logo	1
40	0002045		Mud Flap, Front and Rear, Pierce Logo	1
41	0760616		Chains, Onspot Automatic Tire, Custom, Locking Switch	1

Line	Option	Type	Option Description	Qty
42	0766669		Chocks, Wheel, SAC-44-E, Folding, 100AAT Qty, Pair - 01	1
43	0766668		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal, 100AAT Qty, Pair - 01 Location, Wheel Chocks - Left Side Rear Tire, Rearward	1
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 Paint Color, Air Tanks - Frame color	1
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 Location, Air Coupling(s) - h) DS Pump Panel Qty, Air Coupling (s) - 1	1
52	0070810		All Wheel Lockup (Aerial/Tanker Chassis)	1
53	0014130		Air Tank, Additional for Extra Air Horn Capacity Paint Color, Air Tanks - Black #101	1
54	0891350		Compressor, Air, Kussmaul 091-9B-4, 120V Brake System Location - behind driver's seat	1
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 Switch, Engine Brake - MX13	1
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 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)	1
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 Door, Material & Finish, DEF Tank - Brushed Stainless	1
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 Text, Row (1) One - Hall Text, Row (2) Two - County Text, Row (3) Three - Fire	1
81	0725710		Bumper, 15" Extended, Alum, Painted, Integrated, 100AAT, Enforcer	1
82	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
86	0747442		Engine Tunnel, X12, MX13, Enforcer	1

Line	Option	Type	Option Description	Qty
87	0887601		Cab Insulation, Enforcer/Saber FR	1
88	0610508		Rear Wall, Interior, Adjustable Seating, Not Available	1
89	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer Material, Exterior Rear Wall - Brushed Stainless Steel	1
90	0728890		Cab Lift, Elec/Hyd, Manual Override, Stabilizer Interlock, Enforcer 100AAT	1
91	0695930		Grille, Bright Finished, Front of Cab, Enforcer	1
92	0631566		Scuffplates, S/S At Cab Door Jambs, Quantity Location - crew cab doors Qty, - 02	2
93	0772939		Material Trim/Scuffplate - b) S/S, Brushed Scuffplates, S/S At Cab Door Jambs and Handrails, Qty Location - driver's and passenger's cab door Qty, - 02 Material Trim/Scuffplate - b) S/S, Brushed	2
94	0817874		Seal, Caulk Top Edge, Exterior Cab Rear Wall	1
95	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Saber/Enforcer	1
96	0015440		No Chrome Molding, On side of cab	1
97	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
98	0648171		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Level Roof Key Model, Cab Doors - 751 Cab, Exterior Door Handle, Finish - 4-Door, Chrome/Black	1
99	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
100	0528958		Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer	1
101	0620344		Steps, 4-Door Cab, Dual, Saber FR/Enforcer Light, Step, Additional - P25 LED Step Well Material - Brushed	1
102	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
103	0892638		Lights, Cab & Crw Cab Acs Stps, P25, LED w/Bezel, 6lts Color, Trim - Chrome Housing	1
104	0040475		Crowns, Front Fender, Rubber	1
105	0660261		Grab Hole Red Webbed, Added to Front Cab Door Webstrap	1
106	0042105		No Windows, Side of Crew Cab	1
107	0898656		Compt, Transverse Crew Cab, RS Double Pan/LS Drop Down, DEF, 70"Enf Light, Short Transverse Compt - Pierce, 2 Sect, Hinged Side Louvers - no louvers 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	1
108	0650191		Mounting Only, Pike Poles Fire Hooks Unlimited, Hooks Nest 4/PAC Handlelok Location - one on each side on back of cab Qty, - 02	2
109	0722796		Dash, Poly, Saber FR/Enforcer	1
110	0607217		Mounting Provisions, 3/16" Alum, Full Engine Tunnel, Saber FR/Enforcer Mounting Provision Spacing - .75" Material Finish, Cab Interior - Painted	1
111	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Engine Tunnel Cover - Dark Silver Gray Endure Vinyl Cab Interior Rear Wall Material - Painted Aluminum	1
112	0753903		Cab Interior, Paint Color, Saber FR/Enforcer Color, Cab Interior Paint - i) fire smoke gray	1
113	0612410		Floor, Rubber Padded/Treadplate, Cab & Crew Cab, Saber/Enf	1
114	0817805		HVAC, Heavy-Duty, Enforcer, Paccar, CARE 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	1

Line	Option	Type	Option Description	Qty
115	0639675		Sun Visor, Smoked Lexan, AXT, Imp/Vel, Saber FR/Enforcer Sun Visor Retention - Thumb Latch	1
116	0634328		Grab Handles, Driver and Officer Door Posts, Saber FR/Enforcer	1
117	0002526		Light, Engine Compt, All Custom Chassis	1
118	0622545		Fluid Check Access, Restricted Access, Saber FR/Enforcer, Arrow XT Latch, Door, Storage - Southco C2 Chrome Raised	1
119	0583042		Side Roll and Frontal Impact Protection	1
120	0622619		Seating Capacity, 4 Seats	1
121	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer	1
122	0632926		Seat, Officer, Pierce PSV, Air Ride, SCBA, Safety, Saber FR/Enforcer	1
123	0002517		Not Required, Radio Compartment	1
124	0757986		Cabinet, Rear Facing, LS, 23 W x 40.25 H x 26.75 D, Web, SFR/Enf 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	1
125	0102783		Not Required, Seat, Rr Facing C/C, Center	1
126	0820061	SP	Cabinet, Rear Facing, RS, 22 W x 40.25 H x 26.75 D, Web, Ext Acc, SFR/Enf 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	1
127	0623856		Seat, Forward Facing C/C, DS Outboard, Pierce PSV, SCBA, Safety, SFR/Enf	1
128	0896058		Cabinet, Forward Facing, Center, 38.50 W x 40 H x 28 D, Web, SFR/Enf 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	1
129	0623846		Seat, Forward Facing C/C, PS Outboard, Pierce PSV, SCBA, Safety, SFR/Enf	1
130	0737360	SP	Cabinet, Rear Facing, Top Eng Tnl, 44 W x 18 H x 13 D, Web, Enf 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	1
131	0766467		Upholstery, Seats In Cab, All Vinyl, Seats Inc, CARE Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray Qty, - 04	4
132	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats Qty, - 03	3
133	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer Seat Belt Color - Orange	1
134	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
135	0647647		Lights, Dome, FRP Dual LED 4 Lts 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	1
136	0896451		Enhanced Software for Cab and Crew Cab Dome Lts	1
137	0774463		Handlts, (4) Streamlight, Vulcan 180, 44315, 12v, Orange Location, Portable Hand Light - One in LS4 and 3 in cab	1
138	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX Emergency Switching - E-Master Only	1
139	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1

Line	Option	Type	Option Description	Qty
140	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Steady Alarm	
141	0743386		Messages, Open Dr/DNMT, Color Dsply, 100AAT	1
142	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
143	0802940		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
			Location, Wiper Control - Above Ignition	
144	0731813		Hour Meter, Aerial, Included in Information Centers, ASL, AAT, ASP	1
145	0002615		Switch, Aerial 12V Master	1
146	0002617		PTO switch, w/light - aerial	1
147	0548015		Wiring, Spare, 30 A 12V DC 1st	1
			Qty, - 01	
			12vdc power from - Battery switched	
			Wire termination - Butt Splice	
			Location, Spare Wiring - behind overhead console, passenger's side	
148	0547505		Wiring, Spare, 10 A 12V DC 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - coiled at officer's dash, right front corner	
149	0610968		Wiring, Spare, 2.0 A 12V DC, USB Termination Blue Sea 1016 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - center console	
150	0548004		Wiring, Spare, 15 A 12V DC 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location, Spare Wiring - Officer Dash	
151	0548006		Wiring, Spare, 15 A 12V DC 2nd	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - forward facing EMS cabinet	
152	0548007		Wiring, Spare, 15 A 12V DC 3rd	2
			Qty, - 02	
			12vdc power from - Battery direct	
			Wire termination - Butt Splice	
			Location - at rear of engine tunnel coiled under engine tunnel mounting	
			plate	
153	0773343		Box, Mounting, 3 Push Buttons, PS, Painted	1
			Location - officer's side engine tunnel, match 37617	
			Qty, - 01	
154	0814201		Vehicle Information Center, 7" Color Display, Touchscreen, MUX, CL714	1
			System Of Measurement - US Customary	
155	0816633		Collision Mitigation, HAAS Alert (R2V), HA7	1
			Subscription, HAAS R2V - R2V - 5 Year Data Plan Subscription	
156	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
157	0808297		Intercom, Firecom 5100D Single Radio, 1 Wireless Base Station, 1-5 Wireless	1
			Location - Match 37617	
158	0006240		Cable, Radio to Intercom Interface, Firecom, 1 Radio	1
			Radio, First Two-Way Make - Motorola High Power	
			Radio, First, Two-Way Model - Motorola APX 7500 HP	
159	0602376		Headset, Firecom, Wireless, UHW-505 Under Helmet, Radio Transmit	2
			Qty, - 02	
			Location, Headset - Driver Seat and Officer Seat	
160	0602027		Headset, Firecom, Wireless, UHW-503 Under Helmet, Intercom Only	2
			Qty, - 02	
			Location - DS and PS forward facing seats	
161	0819255		Hangers For Headsets, NFPA Each, 23	4
			Qty, - 04	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrd	
			Fcng Seat and PS Outbrd, Fwrd Fcng Seat	
162	0696443		Antenna Mount, Custom Chassis, Cable Routed to Overhead Switch Area	1
			Location - right side	

Line	Option	Type	Option Description	Qty
162			Qty, - 01	
163	0808099		Camera, Pierce, 7" HD, R, Camera, AHD Color - 1) black Location, Camera Monitor - Driver Side Dash	1
164	0814831		Not Required, Camera Switcher	1
165	0890416		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi CZT Color, Antenna - Black Antenna Module Housings - Black Housing with Power and Status Ind	1
166	0896456		Prognostics, Electrical System	1
167	0733539		Electrical System, Enf MUX ESP	1
168	0079166		Batteries, (4) Stryten/Exide Grp 31, 950 CCA ea, Threaded Stud	1
169	0008621		Battery System, Single Start, All Custom Chassis	1
170	0002698		Battery Compartment, Saber/Enforcer	1
171	0813848		Charger, Sngl Sys, IOTA, DLS-75, 75 amp, IQ4 Controller	1
172	0814869		Location, Cab, Charger, Behind Driver Seat	1
173	0814965		Location, Cab, Ind/Remote, LS Behind Cab Door	1
174	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super Qty, - 01 Color, Kussmaul Cover - b) red Shoreline Connection - battery charger and receptacles	1
175	0026800		Shoreline Location Location, Shoreline(s) - DS Cab Side	1
176	0515090		Display, Kussmaul Single Bat Status Ind 091-94-12, Wired to Batteries Location - behind DS door	1
177	0647728		Alternator, 430 amp, Delco Remy 55SI	1
178	0092582		Load Manager/Sequencer, MUX Enable/Disable Hi-Idle - e)High Idle enable	1
179	0736670		Headlights, Rect LED, HiViz FT-4X6-4KIT, AXT/DCF/Enf/Imp/Sab/Vel, Halo Alt Flash Color, Headlight Bez - Chrome Bezel	1
180	0802935		Light, Directional, WIn M62T* LED, Cmn Bzl, Above Headlights, Sab/Enf Color, Lens, LED's - Clear Color, Q Bezel and Trim - Polished Chrome Flash Pattern, Directional Lts - Steady On (Arrow)	1
181	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
182	0735474		Lights, Clearance/Marker/ID, Front, P25 LED 7 Lts, Saber FR/Enforcer Light Guard - No Guards	1
183	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
184	0670831		Lights, Clearance/Marker/ID, Rear, P25 LED 7Lts, 100AAT	1
185	0602938		Light, Marker End Outline, Rubber Arm, LED Marker Lamp, Rear Body Qty, Lights, Pair - 1	1
186	0804514		Lights, Tail, WIn M62BTT* Red Stop/Tail & M62* Amber Dir Arw For Hsg Color, Lens, LED's - Clear Flash Pattern, Directional Lts - Steady On (Arrow)	1
187	0806466		Lights, Backup, WIn M62BU, LED, For Tail Lt Housing	1
188	0889577		Bracket, License Plate & Light, P25 LED, Stainless Brkt Color, Trim - Chrome Housing	1
189	0556842		Bezels, WIn, (2) M6 Chrome Pierce, For mtg (4) WIn M6 lights	1
190	0805463		Light, Brake Lt, Additional, WIn M62BTT*, Pair, Rear Body Location - Rear bulkhead, upper section, one each side Color, Lens - Clear Color, Trim - Chrome Trim	1
191	0589905		Alarm, Back-up Warning, PRECO 1040	1
192	0653959		Lights, Perimeter Cab, Truck-Lite 60354C LED 4Dr, Grommet Mt	1
193	0616639		Lights, Perimeter Pump House, Truck-Lite 60354C LED 1lt	1
194	0747705	SP	Lights, Perimeter Body, Truck-Lite 60354C LED 3lts Control, Perimeter Lts - Parking Brake Applied	1
195	0896454		Enhanced Software for Perimeter Lts	1
196	0735865		Step Illumination, Pump Panel Light Shield, 100AAT, w/Pump	1
197	0776357		Light, Visor, WIn, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered	1

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	
198	0773358		Lights, HiViz FT-B-46-*-* LED, 2nd Location - PS on top of catwalk Qty, - 01 Control, Scene Lts - Cab Sw Panel DS and Pump Panel Sw LS	1
199	0773362		Lights, HiViz FT-B-46-*-* LED, 1st 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	1
200	0766802		Not Required, Deck Lights, Other Hose Bed & Rear Lighting, 100AAT	1
201	0729276		Lights, Hose Bed, Front/Rear, Light Strips, AAT Control, Hose Bed Lts - Cup Switch At Rear	1
202	0645677		Lights, Not Required, Rear Work, Alt. 12 Volt Lights At Rear Body	1
203	0892702		Lights, Walk Surf, Amdor AY-LB-12HW020, P25 LED, 100AAT Color, Trim - Black Housing	1
204	0771870		Aerial, 100AAT, Alum Body	1
205	0554271		Body Skirt Height, 20"	1
206	0769002		Tank, Water, 300 Gallon, Poly, 100AAT	1
207	0751917		Overflow, 3.00" Water Tank, Poly	1
208	0028107		Not Required, Foam Cell Modification	1
209	0003429		Not Required, Direct Tank Fill	1
210	0769016		Hose Bed, Alum, Right Side, 100AAT	1
211	0723546		DA Finished Hose Bed/Cargo Area	1
212	0555137		Hose Bed Capacity 800' of 5.00", 100AAT, 100' RMAP	1
213	0748063		Hose Restraint, Front Vinyl/Treadplate, 1" Heavy Nylon Web Rear, RS, 100AAT Color, Vinyl Cover - c) black	1
214	0003512		Running Boards, Ascendant, PAL	1
215	0735582		Turntable Steps, Swing-Down, Left Side, 100AAT Step, Flip - Flip Step, One Step Assembly Body Handrail Finish - knurled aluminum Step Surface, Turntable - Punched Grip	1
216	0889980		Lights, Step (3), P25 LED, One Side Control, Scene Lts - Park Brake	1
217	0690023		Wall, Rear, Smooth Aluminum	1
218	0074515		Tow Eyes (2), Painted Lower Job Color, 100AAT, Ascendant Single Axle, 75' HAL	1
219	0590926		Hose Restraint, Running Board, Velcro Straps Location, Hose Tray, Running Board - Right Side Qty, Tray, Hose - 1	1
220	0731541		Tray, Hose, Running Board, w/42.00" Pump House, 100AAT	1
221	0769019		Construction, Compt, Alum, 100AAT	1
222	0771234		Compt, Left Side, Lap, 100AAT Latch, Door, Access - SouthCo C2 chrome raised, pair	1
223	0771230		Compt, Right Side, Lap, 100AAT	1
224	0771213		Doors, Lap w/"D" Handles, Aluminum, Side Compartments	1
225	0740006		Bumper, Rear, 3", Counterweight, Steel, Full 45 Degree Angled Corners, 100AAT	1
226	0731558		Pull Strap for Liftup Doors Qty, Door Accessory - 02 Location, Door Accessory - LS3, RS3 Color, Strap - Black Length, Pull Strap - 10.00"	2
227	0074012		Scuffplate, Brushed S/S, Inside Compartment Door Qty, Door Accessory - 11 Location, Door Accessory - LS1, LS2, LS4, RS1, RS2, RS4, and RS5	11
228	0603083		Lights, Compt,Pierce LED,Dual Light Strips,Each Side Dr,Ascend TA,75'HAL,PAP,HDL Qty, - 09 Location, Compartment Lights - All Body Compts	9
229	0687145		Shelf Tracks, Recessed, PUC/3rd Generation	1

Line	Option	Type	Option Description	Qty
230	0600289		Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations, Aerial Qty, Shelf - 09 Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - * Locations To Be Determined At A Later Date	9
231	0083986		Tray, 215 lb, Tilt/Slide-Out, 30 Deg, Adj Qty, Tray (slide-out) - 01 Location, Tray - LS2	1
232	0770980		Tray, Floor Mounted, Slide-Out 500lb, 2.00" Sides, 3 Slides, 3G Qty, - 04 Location, Tray Slide-Out, Floor Mounted - RS1, RS2, LS1 and LS2 Material Finish, Tray - Painted - Spatter Gray	4
233	0725655		Cabinet, Drawer Assembly, CTECH, One Drawer, Up To 36" Wide Qty, - 01 Location - LS4 Size, Drawer Height 1 (Top) - 8.00"	1
234	0728468	SP	Toolboard, Alum, .188", Peg Board, w/ Top Guide, Added to Slide-Out Tray location - LS1 and RS1 Qty - 2 Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray	2
235	0641410	SP	Toolboard, Swing-out, Alum, .188", Peg Board, 3G 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	1
236	0726457		Partition, Vertical Compt, Predefined Locations Qty, Partition - 01 Location, Partition/Toolboard, Predefined - LS3- 50.00" From Forward Door Frame Material Finish, Partition - Painted - Spatter Gray	1
237	0589611		Seal, All Wire Harness Holes in Body Compartment Corners	1
238	0061917		Rub Rail, Aluminum Extruded, 3.12", Side of Body	1
239	0741457		Fender Crowns, Rear, Rubber, w/Removable Painted Fender Liner, Tandem Aerial,3G Material Finish, Fender Liner - Painted Lower Body	1
240	0519849		Not Required, Hose, Hard Suction	1
241	0893756		Handrails, Side Pump Panels, Per Print, Aerial Step, Runningboard - step	1
242	0758388		Compt, Air Bottle, Fender Panel Corner,Two Bottles,Tri Door, Front Only,100AAT 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	1
243	0765324		Compt, Air Bottle/Extinguisher,Between Tandems,Three (3),w/Straps,100AAT,Bolt- In 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	1
244	0760668		Compt, Equipment/Air Pack, Betw Tandems, No Dividers, w/Strap, 100AAT, Bolt-In 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	1
245	0636301		Compt, Extinguisher (2) Fender Panel, Triangular Door, 8" Dia Location, Bracket/comp. - RS rearward of tire	1

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	
246	0795333		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	
247	0768635		Ladder, 35' Duo-Safety 1200A 2-Sect	2
248	0010406		Ladder, 28' Duo-Safety 1200A 2-Section	2
			Qty, - 02 Location, Extension Ladder - torque box	
249	0024232		Ladder, 16' Duo-Safety 875A Roof	2
250	0648681		Ladder, 14' Duo-Safety 875-DR Roof	1
			Qty, - 01 Location - fly section	
251	0024233		Not Required, Attic Extension Ladder	1
252	0768634		Ladder, 10' Duo-Safety Folding, 585A	1
			Qty, - 01 Location, Folding Ladder Aerial - torque box	
253	0806199		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	
254	0766602		Lights, Torque Box Ladder Storage, Pierce LED Strip Lights, 2 Lts, 100AAT	1
255	0092155		Ladder, 14' Duo-Safety Combo, 35-B	1
			Location, Folding Ladder - Ladder Compartment	
256	0658169		Ladders, Nested, Left Side Ground Ladder Storage	1
257	0775907		Pike Pole, 12' DUO Safety, Fiberglass	2
			Qty, - 02	
258	0789564		Pike Pole, 8' DUO Safety, Fiberglass, Aerial	2
			Qty, - 02	
259	0789566		Pike Pole, 6' DUO Safety, Fiberglass, Aerial	1
			Qty, - 01	
260	0789586		Pike Pole, 3' DUO Safety, Fiberglass, w/D Handle	2
			Qty, - 02	
261	0770578		Pike Pole Tubes, in Torque Box/Ladder Storage, ABS	6
			Qty, - 06	
262	0611189		Label, Indicator Lamp Symbols, Sun Visor	1
			Location - DS sunvisor	
263	0765390		Pump House, Side Control, 42", 100AAT, Control Zone	1
264	0767048		Pump House Structure	1
265	0767622		Pump, Waterous, S100, 2000 GPM, Single Stage, 100' AAT	1
266	0504116		Seal, Mechanical, Waterous, w/S100 Pump	1
267	0816450		Trans, Pump, Waterous C22, S100 Pump Only	1
268	0635600		Pumping Mode, Stationary Only	1
269	0605126		Pump Shift, Air Mnl Override, Split Shaft, Interlocked, Waterous	1
270	0003148		Transmission Lock-up, EVS	1
271	0004547		Auxiliary Cooling System	1
272	0014486		Not Required, Transfer Valve, Single Stage Pump	1
273	0746508		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	
274	0692045		Controller, Pressure, FRC, Pump Boss, PBA400	1
275	0072153		Primer, Trident, Air Prime, Air Operated	1
276	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
277	0602492		Plumbing, Stainless Steel and Hose, Single Stage Pump, 100AAT	1

Line	Option	Type	Option Description	Qty
278	0089437		Plumbing Without Foam System	1
279	0758412		Inlets, 6.00", (2) Right Side, 1500-2000 GPM Pump, 100AAT	1
280	0014650		Pump Suction Tube(s), Short, All	1
281	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
282	0084610		Valves, Akron 8000 series- All	1
283	0016158		Valve, Inlet(s) Recessed, Side Cntrl, "Control Zone"	1
			Qty, Inlets - 1	
284	0004700		Control, Inlet, at Valve	1
285	0004660		Inlet (1), Left Side, 2.50"	1
286	0029147		Not Required, Inlet, Right Side	1
287	0034720		Anode, Zinc, Pair, Pump Inlets	1
288	0723049		Valve, .75" Bleeder, Aux. Side Inlet, "T" Swing Handle	1
289	0767284		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing, 100AAT	1
290	0004905		Outlet, Tank Fill, 1.50"	1
291	0062133		Control, Outlets, Manual, Pierce HW if applicable	1
292	0890913		Outlet, Left Side, 2.50", 100AAT	1
			Qty, Discharges - 01	
293	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
294	0004945		Outlet, Right Side, 2.50"	2
			Qty, Discharges - 02	
295	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
296	0767613		Outlet, 4" w/4" Right, Sm Handwheel, 100AAT	1
			Valve, Brand - Akron	
297	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
298	0092572		Not Required, Outlet, Front	1
299	0752096		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Vinyl Covered Cable	1
300	0723042		Valve, 0.75" Bleeder, Discharges, "T" Swing Handle	1
301	0029106		Not Required, Deluge Outlet	1
302	0767110		Waterway Outlet & Control, 4" Akron, Sm HW, 100AAT	1
303	0762277		Crosslays Sngl Sheet Unpainted, (1+) 1.50" Std. Cap, 100AAT	2
			Qty, Crosslays - 2	
304	0762275		Crosslays Sngl Sheet Unpainted, (1) 2.50" Std Cap, 100AAT	1
305	0625777		Hose Rest, Crosslays, 2" Nylon Web, Seat Belt Buckle in Corner, Tether, Sides	3
			Qty, - 03	
306	0044333		Not Required, Foam System	1
307	0012126		Not Required, CAF Compressor	1
308	0552517		Not Required, Refill, Foam Tank	1
309	0042573		Not Required, Foam System Demonstration	1
310	0045465		Not Required, Foam Tanks	1
311	0091110		Not Required, Foam Tank Drain	1
312	0091112		Not Required, Foam Tank #2 Drain	1
313	0738111		Approval Dwg, All Pump Panel(s), Includes Color And Label Tags, FLEET	1
			Num Of Truck(s) or Sim Unit, ALL Pump Pnl, Dwg - 37617	
314	0032479		Pump Panel Configuration, Control Zone	1
315	0747651		Step, Slide-Out/Fold-Out, Pump Operator Platform, 100AAT	1
316	0667186		Light, Slide-Out Pump Operator Step, On Scene Solutions Access LED, Short Step	1
317	0629252		Material, Pump Panels, Side Control Black Vinyl	1
			Material Finish, Pump Panel, Side Control - Black Vinyl	
			Material, Pump Panel, Side Control - Aluminum	
318	0723264		Panel, Pump Access - Right Side Only, 100AAT	1
			Latch, Pump Panel Access, Side Mount - Flush Lift and Turn, Chrome, AAT	
319	0005945		Light, Pump Compt	1
320	0586382		Gauges, Engine, Included With Pressure Controller	1
321	0005601		Throttle, Engine, Incl'd w/Press Controller	1
322	0739224		Indicator Light @ Pump Panel, Throttle Ready, Incl w/Pressure Gov/Throttle, Green	1
323	0549333		Indicators, Engine, Included with Pressure Controller	1
324	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
325	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
326	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
327	0607159		Gauge, Water Level, FRC, WLA 300-A00, TankVision Pro	1

Line	Option	Type	Option Description	Qty
328	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	2
329	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, Wln 295SLSA1, 100 or 200 Watt	1
337	0510206		Location, Elect Siren, Recessed Overhead In Console Location, Elec Siren - Overhead, DS Inside Sw Pnl	1
338	0076157		Control, Elec Siren, Horn Ring	1
339	0601304		Speaker, (2) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt Connection, Speaker - siren head	1
340	0601558		Location, Speaker, Frt Bumper, Recessed, Ea Side, Outside Frame, Inbrd (Pos 2/6)	1
341	0895382		Siren, Federal Q2B, Enforcer, 100AAT Finish, Q2B Siren - Chrome	1
342	0816506		Siren, Mechanical, Mounted Above Deckplate, Swivel, 100AAT, Finish Feature Finish, Bracket - Chrome plated	1
343	0748305		Control, Mech Siren, Multi Select	1
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
348	0607496		Lightbar, Wln, Freedom IV-Q, 81", RRRRRRRWRRWRRRRRRR Filter, Whl Freedom Ltbrs - No Filters	1
349	0751906		Lights, Side Basket, Wln, M6** LED, 100AAT 1st Qty, - 02 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)	2
350	0540384		Lights, Front Zone, Wln M6*C LED, Clear Lens, in Common Bzl Color, Lt DS Front - Red Color, Lt PS Front - Red	1
351	0558676		Daytime Running Lights, Headlights, Qtm, Vel/Imp, Enf/AXT-MUX, DCF (Low Beam)	1
352	0653937		Flasher, Headlight Alternating Headlt flash deactivation - a)w/high beam	1
353	0747228		Lights, Side Zone Lower, Wln M6**, M6**, M6**, 6Lts 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	1
354	0896616		Lights, Door Interior Flash, 4 Dr Cab, Weldon 8401-0000-20 Strip Light Control, Door Int Flash - None (Doors only) Location, Light, Door Int Flash - Over Window	1
355	0815847		Connectors, Door Interior Flash, All Cabs, Weatherproof	1
356	0728642	SP	Lights, Side, Wln PS*01FCR LED, Recessed In Rr Bdy Rub Rail 2nd Location, Lights - Centered under LS2 and RS2 in rub rail Qty, - 02 Color, Lights, Warning - Red Flashing Color, Trim - Chrome Trim	2

Line	Option	Type	Option Description	Qty
357	0622914		Lights, Side, WIn M9V2** 1st Location, Lights - DS 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, DS	1
358	0622791		Lights, Side, WIn M9V2** 2nd 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, PS	1
359	0750405		Lights, Side, WIn PS*01FCR LED, Recessed In Rr Bdy Rub Rail Location, Lights - Centered under LS4 and RS4 in rub rail Qty, - 02 Color, Lights, Warning - Amber Flashing Color, Trim - Chrome Trim	2
360	0564654		Lights, Rear Zn Lwr, WIn M6*, Colored Lens, For Tail Light Housing Color, Lt DS Rear - r) DS Rear Lt Red Color, Lt PS Rear - r) PS Rear Lt Red	1
361	0625131		Lights, Rear, WIn M9V2** Warning Scene LED 1st Location - Upper rear bulkhead, one each side Color, Light - red Qty, - 02 Control, Light - a) rear upper warning Color, Lens, LED's - c)clear	2
362	0641361		Light, Rear Zone Up, WIn Rota-Beam R316*F LED Bcn, Clr Lns Color, Lts, Rear Zone Upper - r)red	1
363	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
364	0791501		Light, Traffic Directing, WIn TAL65, 36" Long LED, Aerials Activation, Traffic Dir L - Aux Flash with Emergency Master	1
365	0530074		Location, TDL, On Top of Body Below Turntable w/Treadplate Box	1
366	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
367	0781579		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Cab 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)	2
368	0779722		Receptacle, 15/20A 120V 3-Pr 3-Wr, NEMA 5-20R SB Dup, 1st, Interior Body Qty, - 01 Location 1 - LS2 compartment AC Power Source - Shoreline Cover, Receptacle - Interior SS Wall Plate(s)	1
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 Paint Color, Predefined - #101 black	1
373	0526890		Not Required, Indicator, Extension	1
374	0688232		Rung Covers, Aerial Device Rung Cover Color - Black	1
375	0728982		Box, Saw Storage, w/Cover, Base Section Above Boom Panel, 100AAT, Door Sw Qty, - 01 Finish - Painted, Aerial Device Color Latch, Door, Storage - "D" Handle Latch Location, Aerial Device - right side Louvers - no louvers	1
376	0678539		Brackets Only, Roof/Wall Ladder, Aerial Fly Section Finish - DA Finish	1

Line	Option	Type	Option Description	Qty
376			Roof Ladder, Make/Model - 14' Duo-Safety 875-A-DR	
377	0678641		Brackets Only, Pike Pole, Aerial Fly Section	1
			Qty, - 01	
378	0766887		Pike Pole Make/Model - Duo-Safety 12' Pike Pole	
			Brackets, Stokes Storage, Base Section Above Boom Panel, 100AAT	1
			Qty, - 01	
			Finish - Painted, Aerial Device Color	
			Location, Aerial Device - right side	
379	0623645		Aerial Stability Test, Maximum Tip Options	1
380	0770598		Basket, 100AAT	1
381	0662436		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	
382	0677439		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"	
383	0803225		Lights, Turntable Walkway, P25, On Scene, LED, 100AAT	1
			Color, Trim - Chrome Housing	
384	0767535		Light, Turntable Console, TecNiq E-10, LED	1
385	0635913		Turntable Walking Surface, Black	1
386	0732762		Basket Heat Shields, 100AAT	1
387	0814210		Control Stations, 100AAT, CL714	1
388	0815152		Lights, Basket Interior, 100AAT	1
389	0771862		Stabilizers, 100AAT, Three Sets	1
390	0729051		Stabilizer Pan and Trim Material	1
			Stabilizer Panels - brushed stainless steel	
			Stabilizer Trim - brushed stainless steel	
391	0746173		Door, Stabilizer Control Box, Aerial MUX, 100AAT	1
			Latch, Door, Storage - Southco C2 Chrome Raised	
			Hinge Location - Inboard	
			Door, Material & Finish, Stabilizer - Smooth aluminum	
392	0615058		Stabilizer Placement, Cameras w/Command Zone Color Display, 1 Set	1
393	0771218		Hydraulic System, 100AAT	1
394	0767932		Swivels, w/Encoder, 36, 100AAT	1
395	0767931		Electrical System, 100AAT	1
396	0783178		Lights, Tip, WIn MPB* LED, Front of Basket 2lts	1
			Color, WIn Lt Housing - Black Paint	
397	0752453		Lights, Tracking, WIn MPB* LED, 100AAT 2lts	1
			Color, WIn Lt Housing - Black Paint	
			Scene Lt Optics LH Base - L Spot	
			Scene Lt Optics RH Base - R Spot	
398	0743431		Basket Access, w/ Flip Down Step, Lift Bar Latch, 100AAT	1
			Finish, Step Well - brushed stainless steel	
399	0894586		Lights, Step (4), P25, Ladder Style Access Steps, Both Sides	1
			Control, Light - i) park brake	
			Color, Trim - Chrome Housing	
400	0741191	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	
401	0540743		Lights, Stabilizer Warn (2) Sets, WIn M6*C LED, Clear Lens	1
			Color, Lt Rr Stabilzr Pan - r) Pan Light Red	
			Color, Lt Fr Stabilzr Pan - r) Pan Light Red	
402	0068703		Lights, Grote Supernova LED, Stabilizer Beam, (1) Set	1
403	0762387		Lights, Stabilizer Scene, (3) sets, Amdor AY-LB-12HW012, 100AAT	1
404	0741714		DC Power To Tip, 20.48 Amp, 100AAT	1
405	0737244	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
405			Scene Light Optics - flood Location, Lts Under 100'AAT Steps - LS Under Corner Step Center (US5) and RS Under Corner Step Center (US11)	
406	0737181		Intercom, 2-Way Fire Research ICA910 Hands Free	1
407	0540918		Not Required, Breathing Air to Tip, Aerial Platform	1
408	0024742		Not Required, Mask, Breathing Air To Tip	1
409	0767396		Aerial Pedestal, 100AAT	1
410	0766834		Lyfe Brackets, 3-In-1, Used w/Duo-Safety 875 Ladders ONLY, 100AAT	1
411	0767148		Turntable Access, ManSaver Bar, Red	1
412	0804860		Waterway, 100AAT	1
413	0729406		Aerial Waterway Drain 100AAT - Standard Location, Right Side Valve, (1) TFT VUM (Valve Under Monitor), Manual	1
414	0683601		Monitor, TFT Monsoon Y4-EP1A-P Electric, (Use w/ VUM)	1
415	0086971		Nozzle, Monitor 1, PAP - TFT M-ERP2000 Electric 2000 gpm Flowmeter, Waterway, MUX, PAP	1
416	0009364		Inlet, 5.00", S/S, w/ Pump, Right Side, 100AAT	1
417	0047901		Not Required, Tools, Aerial, PAL/PAP	1
418	0559491		Manuals and Training, 3 Consecutive Days, Platform	1
419	0007150		Bag of Nuts and Bolts	1
420	0602497		Qty, Bag Nuts and Bolts - 1 NFPA Required Loose Equipment, Quint, NFPA 2016, Provided by Fire Department	1
421	0602397		Soft Suction Hose, Provided by Fire Department, Quint NFPA 2016 Classification	1
422	0027023		No Strainer Required	1
423	0602534		Extinguisher, Dry Chemical, Quint NFPA 2016, Provided by Fire Department	1
424	0602352		Extinguisher, 2.5 Gal. Pressurized Water, Quint, NFPA 2016, Provided by Fire Dept	1
425	0007482		Not Required, Crowbars	1
426	0007484		Not Required, Claw Tools	1
427	0602883		Axe, Flathead, Quint NFPA 2016, Provided by Fire Department	1
428	0602670		Axe, Pickhead, Quint NFPA 2016, Provided by Fire Department	1
429	0007494		Not Required, Sledgehammers	1
430	0741569		Paint Process / Environmental Requirements, Appleton	1
431	0709566		Paint, Two-Tone Color, Enforcer	1
432	0709845		Paint Color, Upper Area, Predefined - #101 Black Shield, Cab - Standard Shield Paint Color, Lower Area, Predefined - #90 Red Paint Break, Cab - Standard Two-Tone Cab Break Paint, Single Color, Body	1
433	0646901		Paint, Body - Match Lower Cab Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
434	0693797		Paint Color, Frame Assembly, Predefined - Standard Black No Paint Required, Aluminum Front Wheels	1
435	0687652		Paint, Rear Wheels, Tandem Axle, Alum-Stl	1
436	0733739		Paint, Wheels - Powder Coat Black #101 Paint, Axle Hubs	1
437	0007230		Paint, Axle Hub - Black #101 Compartment, Painted, Spatter Gray	1
438	0792638		Aerial Platform Paint	1
439	0808706	SP	Paint Color, Aerial Device - Black 101 Paint Color, Turntable - Black 101 Paint Color, Boom Support - gloss black primer Paint Color, Cylinders - black 101 Paint Color, Aerial Torque Box - gloss black primer Paint Color, Aerial Stabilizers - black 101 Paint Color, Aerial Basket - black 101 Paint Color, Aerial Rotation Motor - Black Paint Color, Aerial Control Console - black 101 Reflective Band, 4"- 7" w/ 1" Gap	1
440	0547618		Color, Reflect Band - A - e) black Color, Reflect Band - B - p) black Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06 Color, Chevron DG - Fluorescent Yellow-Green 983-23	

Line	Option	Type	Option Description	Qty
441	0583454		Stripe, Chevron, Rear, Diamond Grade, Aerial Color, Rear Chevron DG - fluorescent yellow green	1
442	0598754		Stripe, Reflective/Diamond Grade, 4.00" on Stabilizers Color, Reflect Band - A - p) fluorescent yellow green diamond grade	1
443	0079341		Jog, In Reflective Stripe "Hockey Stick" Qty, - 01	1
444	0008618		Stripe, .50" Reflective Outline on Reflective Band Color, Reflect Band - A - i) gold Qty, - 02	2
445	0087349		Stripe, Reflective, 4" Inside Compt Door Location - LS1, LS2, LS4, RS1, RS2, RS4, and RS5 Color, Reflect Band - A - a) white Qty, - 07	7
446	0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade Color, Reflect Band - A - r) red diamond grade Size, Chevron Striping - 04 Color, Reflect Chev - A - t) fluorescent yellow green diamond grade	1
447	0679794		Stripe, Reflective, Two-Tone Paint Break with Shield, IPO Chrome Molding	1
448	0594559		Lettering Specifications, (Sign Gold Process)	1
449	0685932		Lettering, Sign Gold, 3.00", (41-60) Outline, Lettering - Outline and Shade	1
450	0686025		Lettering, Reflective, 4.00", (61-80) Outline, Lettering - No Outline or Shade	1
451	0685793		Lettering, Sign Gold, 7.00", Each Qty, Lettering - 06 Outline, Lettering - Outline and Shade	6
452	0686084		Lettering, Reflective, 3.00", Each Qty, Lettering - 16 Outline, Lettering - No Outline or Shade	16
453	0686004		Lettering, Reflective, 7.00", (41-60)	1
454	0686005		Lettering, Reflective, 7.00", (21-40) Outline, Lettering - No Outline or Shade	1
455	0685828		Lettering, Sign Gold, 2.00", (61-80) Outline, Lettering - Outline	1
456	0686078		Lettering, Reflective, 3.00", (61-80) Outline, Lettering - No Outline or Shade	1
457	0686006		Lettering, Reflective, 7.00", (1-20) Outline, Lettering - No Outline or Shade	1
458	0685791		Lettering, Sign Gold, 7.00", (21-40) Outline, Lettering - Outline and Shade	1
459	0685814		Lettering, Sign Gold, 4.00", (21-40) Outline, Lettering - Outline and Shade	1
460	0655896		Sign Kit, Painted, Holder and Insert, Each Location - TBD Qty, - 04 Size - TBD	4
461	0741843		Lettering, Reflective, Full Width Mud Flap, 1 Color Configuration - HALL COUNTY Font, Lettering, Mud Flap - Full Block Outline, Lettering, Mud Flap - Gold outline Color, Lettering, Mud Flap - Red	1
462	0726273	SP	Emblem, Maltese Cross, Reflective, 40" -46", Each Qty, - 02 Location, Emblem - TBD	2
463	0755303		Artwork File, Provided on Custom USB Drive	1
464	0695610		Emblem, Reflective, Per Dept. Submittal, Each Qty, - 02 Location, Emblem - TBD Size, Dept Seal, Reflect - 16" - 18"	2
465	0769753		Emblem, American Flag Painted on Cab Grille, All Custom Chassis	1
466	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom Qty, - 01	1

Line	Option	Type	Option Description	Qty
467	0772037		Manual, Chassis Service, USB Flash Drive, Custom Qty, - 01	1
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

2600 AMERICAN DRIVE  
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](http://www.ten8fire.com).

Sincerely,

A handwritten signature in black ink that reads "Charley Hopp".

Charley Hopp  
Manager – Contracts and Sales Support  
Pierce Manufacturing Inc.



HALL COUNTY  
G E O R G I A

## Sole-Source/Brand Justification

### Request Submitted By

Name:	
Job Title:	
Department:	
E-Mail Address:	
Date of Request:	

### Request Details

**Sole-Source:** Any contract entered into without a competitive solicitation process, based on a justification that only one known source exists or that only one single supplier can fulfill the requirements of the County.

**Sole-Brand:** A purchasing situation in which only one brand of equipment/supply, etc. will meet the requirements of the County.

*Identify efforts made to locate other possible sources.*

--

Desired Supplier Name:
Desired Supplier Email:
Desired Supplier Phone Number:

## Scope of Work

Provide a detailed description of commodities/services to be provided. Also, include the following details: exact or estimated quantity, per unit price, and the total estimated cost.

**Exclusive Capability: Justifying a Sole Source/Sole Brand**

**Provide an explanation why only a particular style, model, type or manufacturer is required (i.e. why the commodity is the only commodity which will meet the County needs).**

**Provide a detailed description of proposed source's unique capabilities and/or personnel to perform the work and why this is the only source.**

**Letter from Original Equipment Manufacturer (required):**

**Attached**

**Purchasing Use Only**

**Buyer:**

**Buyer E-Mail Address:**

**Buyer Telephone:**

**Contract #:**

**Contract Name:**

**If publicly solicited, number of protests:**

**Outcome:**

**Bid # (if competitively bid):**

**Purchase Order #:**



## AGENDA ITEM

### Fire Rescue

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**REPORT TO:** Work Session (01/08/24)  
**REPORT TO:** Voting Meeting (01/11/24)  
**ITEM NO:** 719/2023  
**SUBJECT:** 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.

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#### Meetings:

**Work Session Date:** 01/08/24                      **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.

**History:**

The contract award was approved as Agenda Item #664/2022 consent agenda on Voting Meeting 2023-01-12.

**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.

**Options:**

<b>Funding Requested</b>	\$ 250,000.00
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Emergency Services
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

**Approvals:**

<b>Buyer</b>	<b>submit</b>	<b>approve</b>	<b>Purchasing</b>
AP	JS	JS	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
EW	WG	WLI	CR
<b>Clerk</b>			
AO			

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**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

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Emergency Services

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2024	271-EMERGENCY SERVICES FUND	3630-EMS	521000-PROFESSIONAL SERVICES	\$125,000.00
2025	271-EMERGENCY SERVICES FUND	3630-EMS	521000-PROFESSIONAL SERVICES	\$125,000.00
2024	271-EMERGENCY SERVICES FUND	3630-EMS	342600-EMS 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

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
- Demand Service Contract      Previous Spend: \$103,418.71
- Commodity Contract      Requested Amount: 3.59%

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.

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
**Wesley Geddings**

## 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

FINANCIAL SERVICES

State of Georgia  
County of Hall

Contract #43-015-1

## Supplement Agreement #1

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

EMS Billing and Collection Services

December 27, 2023

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

**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.

[Signature Page follows]

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

DIGITECH COMPUTER LLC

HALL COUNTY, GEORGIA

By: [Signature]  
Print Name: Walter C. Pickett II  
Title: Chief Operating Officer

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

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

Sworn to and subscribed before me this  
2<sup>nd</sup> Day of January, 2023

Attestment: \_\_\_\_\_  
County Clerk

Notary Public: [Signature]

Approved as to Form  
[Signature]  
William J. Linkous III, County Attorney

Notary commission expires: 10/29/2026

[Locus Sigilli – Seal or Stamp]

AMANDA COMPTON  
NOTARY PUBLIC-STATE OF NEW YORK  
No 01CO6382673  
Qualified in Westchester County  
My Commission Expires 10-29-2026



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 \_\_\_\_\_ (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

COUNTY ISSUING OFFICER

Attn: Andy Penick
Department: Purchasing
Email: apenick@hallcounty.org
Phone: (770) 531-4939

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: smetalf@digitechcomputer.com

REMIT-TO ADDRESS

Company's FEIN #: 11-2693136
Digitech Computer LLC
Mailing Address: 480 Bedford Rd.
Bldg. 600 2nd Floor
City State Zip: Chappaqua, NY 10514
Phone: \_\_\_\_\_
accountsreceivable@digitechcomputer.com

CONTRACT # 43-015 EMS BILLING AND COLLECTION SERVICES

**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.

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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.

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G. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the County, the Contractor shall:

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

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

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

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

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

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

This Contract is for the benefit of the parties hereto only and is not intended to benefit any third-party or give rise to any duty or causes of action for any third party. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to third parties such as 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.

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**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, 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 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.

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**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 companies 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.

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- 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

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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 PO(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](mailto: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.

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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 #122* or terminate the Contract (*ARTICLE #108 – TERMINATION PROVISIONS*).
2. **Delay of Payment Due to Contractor's Failure.** If the County determines that the Contractor has failed to perform or deliver any Services as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such Services are delivered and accepted. In this event, the County may withhold that portion of the Contractor's compensation, which represents payment for Services that were not delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the County to incur costs, the County may deduct the amount of such incurred costs from any amounts payable to Contractor. The County's authority to deduct such incurred costs shall not in any way affect the County's authority to terminate the Contract.

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

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

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

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

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**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 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 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

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### **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

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- 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.

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- 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/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

HALL COUNTY, GEORGIA

By: [Signature] (s)

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

Title: Chief Operating Officer

Richard Higgins, Chairman  
Hall County Board of Commissioners

Print Name: Walter C. Pickett II

Attestment: \_\_\_\_\_  
County Clerk, Deputy County Clerk

Sworn to and subscribed before me this

Sworn to and subscribed before me this

9<sup>th</sup> Day of December, 2022

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

Notary Public: [Signature]

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

Notary commission expires: 10/3/2026

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

[Locus Sigilli]

[Locus Sigilli]

APPROVED AS TO FORM:

JOHN TSANTAKIS  
Notary Public, State of New York  
No. 01TS5034050  
Qualified in Putnam County  
Commission Expires October 3, 2026

\_\_\_\_\_  
Van Stephens, County Attorney  
William Linkous, Deputy County Attorney



## AGENDA ITEM

### Fire Rescue

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**REPORT TO:** Work Session (01/08/24)  
**REPORT TO:** Voting Meeting (01/11/24)  
**ITEM NO:** 702/2023  
**SUBJECT:** 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.

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#### Meetings:

**Work Session Date:** 01/08/24                      **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.

**History:**  
DeHart and Hill Electric has included an additional four (4) years on the warranty at no additional cost to the County.

**Facts and Issues:**  
This IFB #029-44 is to replace the existing 35KW Kohler generator currently in use. Two bids were received from DeHart and Hill Electric and Capital City Electrical Services.

**Options:**

Staff recommends awarding this IFB to DeHart and Hill in the amount of \$70,889.00 as their new unit will be larger (48KW) 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.

**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.?** Yes

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

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

**Approvals:**

<b>Buyer</b>	<b>submit</b>	<b>approve</b>	<b>Purchasing</b>
AY	JS	JS	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
TS	WG	WLI	CR
<b>Clerk</b>			
AO			

**Attachments:**

Financial Supplement

Contract

IFB

Bid Tab



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

**AGENDA ITEM 702/2023**

**Funds Requested:** \$ 70,889.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Fire Services

No

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	3520-FIRE RESCUE	542500-OTHER EQUIPMENT	\$70,889.00

**Budget Transfer Items:**

**Additional Information/Comments:**

Lamar Jones, 770-531-6823

**Contact for Questions:** BM

**Phone:**

770-531-6774



# Hall County Government

FINANCIAL SERVICES

CONTRACT FOR SERVICES

CONTRACT # 029-44

STATE OF GEORGIA  
COUNTY OF HALL

For the provision of

## FURNISH AND INSTALL ONE REPLACEMENT GENERATOR

### At Hall County Fire Station #9

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

#### 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 \_\_\_\_\_, 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

**CONTRACTOR'S CONTACT INFO**

Name Shawn J. Hill  
Title Owner  
Company Name DeHart and Hill Electric, Inc  
Address 1 455 Tolbert St  
Address 2 Cumming, GA 30040  
Email sjhill@dehartandhillelectric.com  
Phone (678) 947-3650

**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 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:
1. Immediately terminate the Contract for default without additional written notice.
  2. In the event of a breach by the Contractor, the County may procure substitute Services from another source and charge the difference

between the Contract and the substitute Contract to the defaulting Contractor; and/or,

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

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

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

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

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

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

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

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

1. Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report within thirty (30) days of the date of notice of termination, describing the

status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the County may require.

2. Immediately cease using and return to the County, any personal property or materials, whether tangible or intangible, provided by the County to the Contractor.
3. Comply with the County's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract.
4. Cooperate in good faith with the County, its employees, agents, and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
5. Contractor is to immediately return any payments made by the County for goods and services that were not delivered by the Contractor.

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

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

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

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

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

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

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

**ARTICLE #112 – SUPERSEDES FORMER CONTRACTS**

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

**ARTICLE #113 - SEVERABILITY:**

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

**ARTICLE # 114 - RECORDS:**

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

**ARTICLE # 115 - ADDITIONAL TERMS:**

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

**ARTICLE # 116 - WAIVER:**

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

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

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

**ARTICLE # 118- INSURANCE REQUIREMENTS:**

**Workers Compensation Insurance: Required for all contracts.**

- a. \$500,000 Bodily Injury by Accident    Each Accident
- b. \$500,000 Bodily Injury by Disease    Each Disease
- c. \$500,000 Bodily Injury by Disease    Each Employee

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

**General Liability Insurance: Required for all contracts.**

- a. \$2,000,000    General Aggregate
- b. \$2,000,000    Products & Completed Operations Aggregate
- c. \$1,000,000    Each Occurrence

- d. \$1,000,000 Personal & Advertising Injury
- e. \$500,000 Damages to Premises / Fire / Legal
- f. \$5,000 Medical Payments

**Commercial Auto Liability Insurance: Required for all contracts,** except for Goods and/or Services that are remote in nature and/or are delivered by a professional delivery service.

- a. \$1,000,000 Combined Single Limit OR
- b. \$500,000 per Person
- c. \$500,000 per Occurrence
- d. \$100,000 Property Damage
- e. \$1,000 for Medical Payments (no fault coverage)

**Additional Provisions:**

- a. Uninsured motorists coverage should be equal to the per occurrence limit except for contracts with other governmental entities
- b. Coverage shall be included for any owned, leased, hired, or non-owned autos
- c. For any contracts involving the transportation of hazardous materials, limited pollution endorsement ISO form CA9948 or its equivalent shall be on the policy

**Umbrella Liability Insurance:** Required for all contracts

- a. \$1,000,000 per Occurrence

**Additional Provisions:**

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

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

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

The Scope of Services shall remain in effect from the Notice to Proceed to completion of the project. The Parties agree that the County will not pay or otherwise compensate the Contractor for any Services, materials, equipment, devices or components thereof outside of the Scope of Work and/or beyond the term of this Contract, unless specifically authorized in writing as evidenced by an

amendment (see *ARTICLE #106 - CONTRACT AMENDMENTS &, MODIFICATION*), a time extension letter, or as otherwise authorized by the County.

**B. Invoice/Payment.**

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

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

1. If the County determines that the quality of the Services provided are deficient, unacceptable, or unsatisfactory, the County's Project Manager identified in *ARTICLE #103* shall issue a written notice to Contractor. Contractor agrees that upon receipt of the written notice, it shall make every effort to correct the deficiency (ies) within the timeframe prescribed therein. If the Contractor fails to timely correct the deficiencies, the County reserves the right to delay 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 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 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 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-of-Understanding and other such Agreements.
20. In all cases, the jurisdiction shall be the State of Georgia, County of Hall, for arbitration or other legalities
21. Deliveries go to the ship-to addresses listed on the PO and within the time specified. The Supplier must follow instructions if multiple ship-to address exist on the PO.
22. Risk of loss of the goods shall pass to The County upon inspection and acceptance only.
23. Receipt of goods or services does not constitute acceptance.
24. Title to the goods shall remain with the Supplier until acceptance by The County.
25. The Supplier warrants that the goods are merchantable and that the Supplier has a legal right to deliver the goods and services and as described herein.
26. The County shall have the right to inspect all goods or services at the time and place of delivery.
27. Vendor agrees not to assign in full or part of the Contract to another party without the County's express written consent. Any attempted assignment or delegation shall void and make ineffectual for all purposes unless made in conformity with this paragraph.
28. The County is exempt from Federal Excise Tax and Georgia Sales and Use Tax.
29. This issuance of the PO shall not violate the Code of Ethics and Conflicts of Interest for Public Officers and Employees for Government Service set forth in the 2020 Section 45-1020 *et seq.* of the Official Code of Georgia Annotated and the Official Code of Hall County Section 3.10.070 governing Ethics.

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



Hall County Government  
FINANCIAL SERVICES

EXHIBIT C  
IFB # 029-44

Furnish And Install One (1) Replacement  
Generator At Hall County Fire Station #9

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

Company Name: DeHart and Hill Electric, Inc.  
Bidder's Name: Shaun J. Hill  
Bidder's Signature: [Signature]  
Date: 12/4/23

Instructions:

Line	Lump Sum
Replace One (1) Standby Generator per specifications	\$70,889.00
Alternate/add #1 Higher KW not to exceed 200 amp transfer switch option	N/A
Alternate/add #2 Preventive Maintenance Agreement Years 2 – 5 option	N/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 FULL LEGAL NAME

HALL COUNTY, GEORGIA

DeHart and Hill Electric, Inc.

By: [Signature]  
Print Name: Shawn J. Hill  
Title: Owner

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

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

Sworn to and subscribed before me this

Attestment: \_\_\_\_\_  
County Clerk

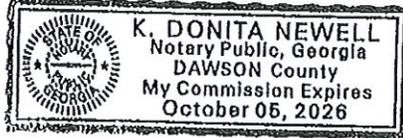
19<sup>th</sup> Day of December, 2023

Approved as to Form  
[Signature]  
William J. Linkous III, County Attorney

Notary Public: [Signature]

Notary commission expires: 10/5/2026

[Locus Sigilli – Seal or Stamp]





Hall County Government  
FINANCIAL SERVICES

INVITATION TO BID  
IFB #029- 44

For the provision of services to:  
**FURNISH AND INSTALL ONE  
REPLACEMENT GENERATOR  
At Hall County Fire Station #9**

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

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<sup>th</sup>) 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:
  1. Lube, oil, and filter change
  2. Fuel filter change
  3. Engine tune-up with parts
  4. Service/replace air cleaner
  5. Check the coolant level
  6. Test anti-freeze and adj.
  7. Inspect cooling system hoses
  8. Service/replace belts as required
  9. Check engine heater operation
  10. Check the generator set for fuel, oil, and coolant leaks
  11. Check air intakes and outlets
  12. Drain exhaust line
  13. Inspect silencer
  14. Check battery charger operation and charge rate
  15. Check battery electrolyte levels and specific gravity
  16. Emergency system operation with load applied for one one-hour period
  17. Frequency check/governor adj.
  18. Check the transfer switch and accessory operation

- 19. Check engine alternator charge rate
- 20. Check engine-generator gauge and indicator operation
- 21. Check generator set controller operation including shutdown functions and emergency stop
- 22. 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.
- 1. 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 cyler 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)
    - l. 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:
  - 1. 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 corrosion-resistant 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.
- 2.02 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.
- 2.03 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

2.06 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:

\_\_\_\_\_ No Bid. List reason for no bid \_\_\_\_\_



**029-44 Furnish and Install 1 Replacement Generator at  
Hall County Fire Station #9**

ITEM DESCRIPTION	PRICE	PRICE	PRICE
Generator			
Extended Warranty (for years 2-5)			

**ENDED AWARD:**

**AMOUNT:**

**AWARDED AMOUNT:**

**LED: HALL:**

**RECEIVED: 2 (0 -NO BIDS) HALL:**

**029-44 Furnish and Install 1 Replacement Generator at  
Hall County Fire Station #9**

ITEM DESCRIPTION	PRICE
Generator	
Extended Warranty (for years 2-5)	

**ENDED AWARD:**

**AMOUNT:**

**AWARDED AMOUNT:**

**LED: HALL:**

**RECEIVED: 2 (0 -NO BIDS) HALL:**



## AGENDA ITEM

### Planning and Development

---

**REPORT TO:** Work Session (01/08/24)

**REPORT TO:** Voting Meeting (01/11/24)

**ITEM NO:** 714/2023

**SUBJECT:** **5348 Grant Road | Use Subject to County Commission Approval |** 17.110.040(M) for a commercial kennel | on a 10.69± 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:** 01/08/24

**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± 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:

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

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Attorney</b>	<b>Administration</b>
AD	RD	WLI	CR
<b>Clerk</b>			
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



# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
**Srikanth Yamala**

PLANNING AND DEVELOPMENT  
DIRECTOR  
**Randi Doveton**

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

**From:** Randi Doveton, Director of Planning & Development

**Date:** December 26, 2023

**Subject:** **5348 Grant Road | Use Subject to County Commission Approval | 17.110.040(M) for a commercial kennel | on a 10.69± acre parcel | Proposed use: commercial 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.

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

RECEIVED

OCT 06 2023

Planning & Zoning Department



HALL COUNTY  
GEORGIA  
We have it all in Hall

CONDITIONAL USE APPLICATION

Applicant (Name & Mailing Address)

Property Owner (Name & Mailing Address)

Megan Partrick-Bark Camp Farm  
143 Woodlake Dr  
Gainesville, GA 30506

Cleghorn Penn  
5348 Grant Road  
Murrayville, GA 30564

Phone 770-530-5647

Phone

Email Address megan@barkcampfarm.com

Email Address

Proposed Use Farm-style dog daycare & boarding

Contact Person (Name & Mailing Address)

Megan Partrick  
143 Woodlake Dr  
Gainesville, GA 30506

Phone 770-530-5647

Email Address megan@barkcampfarm.com

Status of Applicant

Requested Action

Owner

Permissive Use:

Option to Purchase

HCPC  HCC

Area Resident

Fee: \$

Other

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

Zoning: AR 111

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

Tax Parcel Number 11-00085-00-005B

Acreage 11.5

Location Address 5348 Grant Road Murrayville, GA 30564

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

Sign *Megan Partrick*

Date: 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 *Megan Partrick*

Date: 11/21/23

Staff Use Only

Application Date: 10/6/23

Taken by: *B. W. ...*

Tentative Planning Commission Date: \_\_\_\_\_

Tentative County Commission Date: \_\_\_\_\_

County Commission District: \_\_\_\_\_

**AUTHORIZATION OF PROPERTY OWNERS**

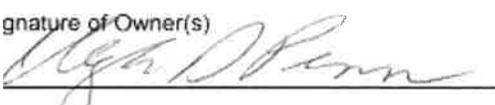
*Note: If the applicant is the property owner, please disregard this form*

Name of owner(s) CLEGGHORN D. PENN  
Address 5348 GRANT ROAD  
MURRAYVILLE, GA 30564  
Phone Number 678-429-0927

Name of applicant(s) Megan Partrick-Bark Camp Farm  
Address 143 Woodlake Dr.  
Gainesville, GA 30506  
Phone Number 770-530-5647

**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)  Clegg Horn D Penn 10-3-23  
Personally appeared before me \_\_\_\_\_

**I do swear that the information contained in this authorization is true and correct to the best of his/her knowledge and belief**

 10-3-2023  
Notary Public Date



### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

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

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

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

I have\*\* \_\_\_\_\_ I have not

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

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

Name of Official(s): N/A

Office: N/A

Dollar Amount: N/A

Date of Contribution: N/A

Applicant's/Owner's Signature: Cleghorn D Penn

Date: 10-06-2023

Applicant's/Owner's Name (Printed): CLEGHORN D. PENN



### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

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

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: Megan Partrick

Date: 10/5/23

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

# 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.

## Anael Dominguez (CDI: Planning)

---

**From:** Megan Partrick <megan@barkcampfarm.com>  
**Sent:** Wednesday, October 18, 2023 4:40 PM  
**To:** Katie L. Greenway (CDI: Planning)  
**Subject:** Re: - Commercial Kennel - Bark Camp Farm

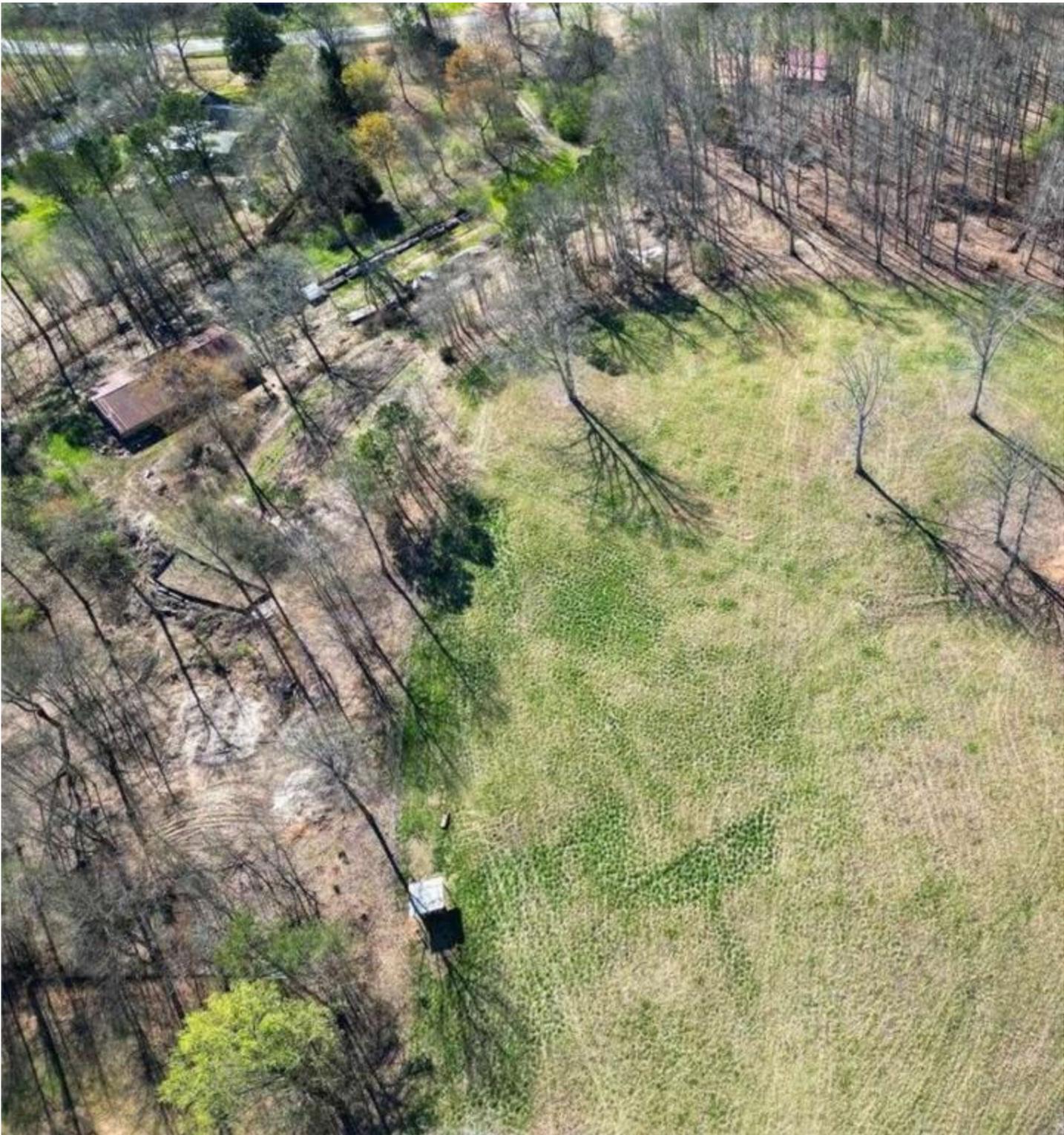
CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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 50ft 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 50ft 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 50ft 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>

**Date:** October 18, 2023 at 12:46:28 PM EDT

**To:** Megan Partrick <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](mailto:klgreenway@hallcounty.org)  
<image001.jpg>

---

**From:** Megan Partrick <megan@barkcampfarm.com>  
**Sent:** Wednesday, October 18, 2023 12:29 PM  
**To:** Katie L. Greenway (CDI: Planning) <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

70 ft Grant Road

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

- - - - Proposed fencing

1070 ft

55ft

60ft

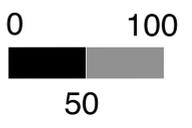
648.1

60ft

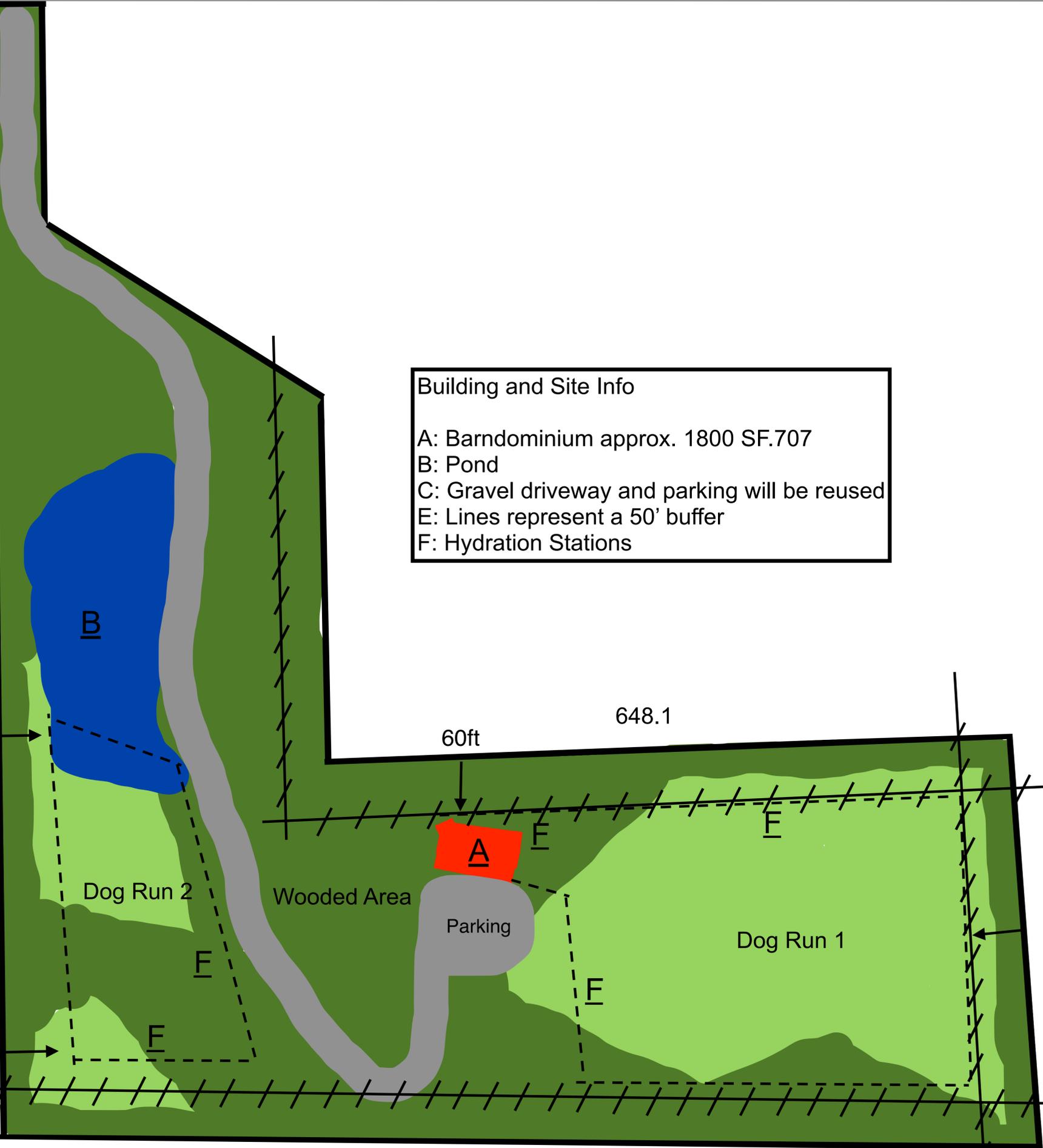
50ft

374.5 ft

Scale



958.9 ft



B

A

Dog Run 2

Wooded Area

Parking

Dog Run 1

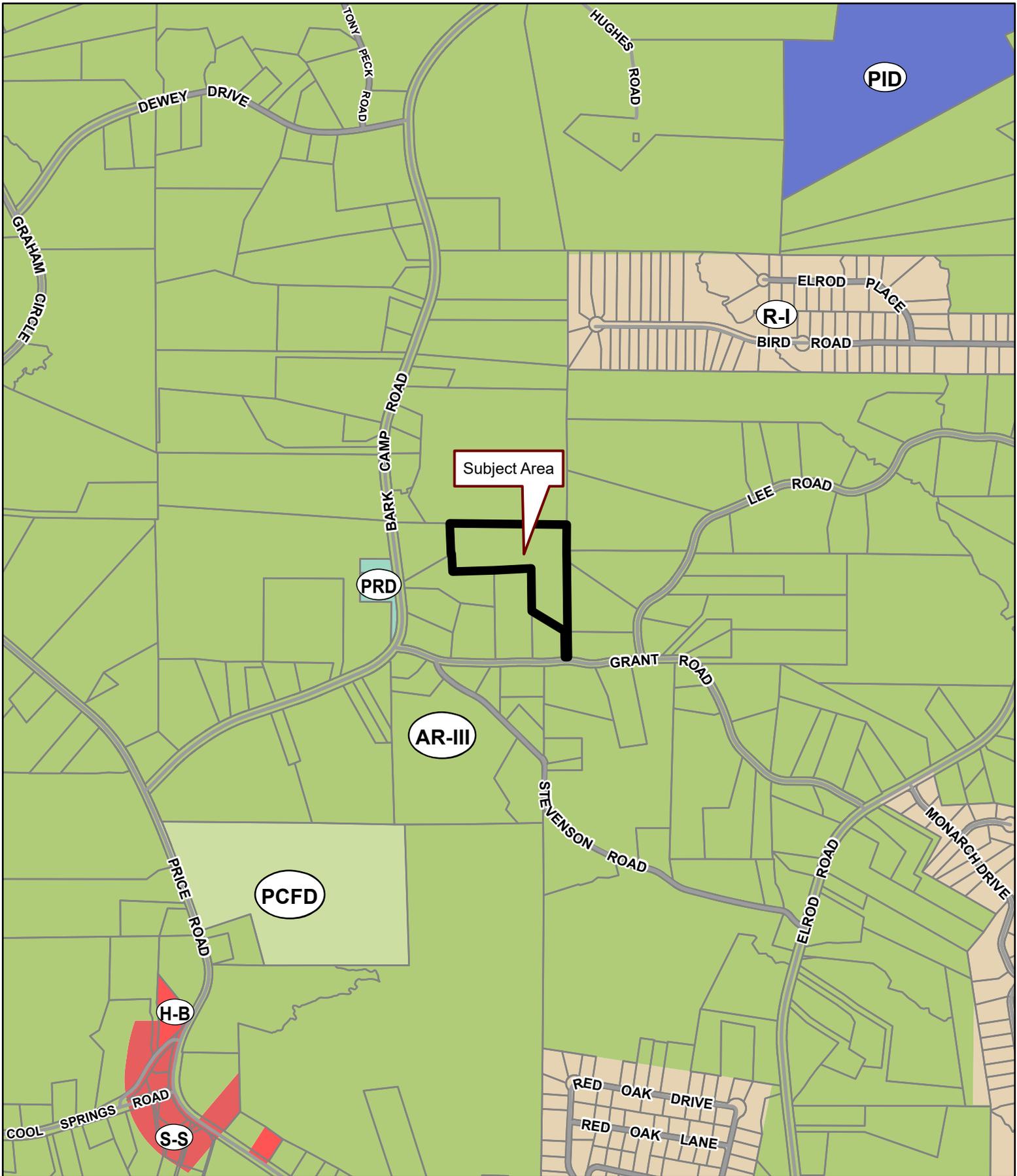
F

F

E

E

F



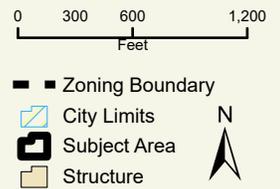
**Applicant:** MEGAN PARTRICK – BARK CAMP FARM

**Tax Parcel #:** 11085 000005B

**Location:** 5348 GRANT ROAD, MURRAYVILLE, GA 30564

**Commission District 2**

**PC Mtg. Date:** 12/04/23





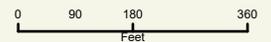
**Applicant:** MEGAN PARTRICK – BARK CAMP FARM

**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
- Structure





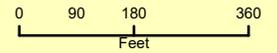
**Applicant:** MEGAN PARTRICK – BARK CAMP FARM

**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
- N
- 

HALL COUNTY, Georgia  
Real Estate Transfer Tax

Paid \$ 185.00

Date 8-16-04

DWIGHT S. WOOD  
Clerk Superior Court

By gs

GEORGIA, HALL COUNTY, CLERK  
SUPERIOR COURT FILED IN OFFICE  
AND RECORDED IN BOOK 5060  
PAGE(S) 250 THIS 16  
DAY OF Aug 2004 AT 10:25AM  
DWIGHT S. WOOD, CLERK BY gs  
103310, 12

029584

Record and Return to:  
JACKSON AND HARDWICK  
253 MAIN STREET  
LOGANVILLE, GEORGIA 30052  
04-LGAN-11664/EARP

000250

WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF WALTON

THIS INDENTURE, Made the 6th day of August, 2004, between

RICHARD 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 MARSHA L. EARP,  
AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 85 OF THE 11TH DISTRICT, HALL COUNTY, GEORGIA, BEING LOT 5, BLOCK B, AS PER PLAT RECORDED IN PLAT BOOK 45, PAGE 112, HALL COUNTY, GEORGIA RECORDS, WHICH RECORDED PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION.

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 Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

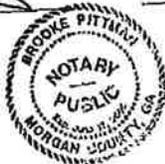
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

Signed, sealed and delivered in presence of:

[Signature]  
Unofficial Witness

[Signature] [SEAL]  
RICHARD Q. STEPHENS

[Signature]  
Notary Public



[SEAL]

653  
617

000617

GEORGIA, HALL COUNTY, CLERK SUPERIOR COURT  
Filed in office, this 13 day of January  
20 10 at 11:44 AM. Recorded in Deed  
Book 6653 Page(s) 617  
Charles Baker, Clerk By ER

000684

HALL COUNTY, Georgia  
Real Estate Transfer Tax

Paid \$ 0

Date 1/13/10

Charles Baker  
Superior Court Clerk

By ER

PT61 069-2010-000209

Return Recorded Document to:  
Alexander, Royston, Hardman, Shinall & Strickland, LLP  
Attorneys at Law  
1116 Clark Street  
Covington, Georgia 30014

### WARRANTY DEED

STATE OF GEORGIA

COUNTY OF NEWTON

File #: 427.0000

This Indenture made this 28th day of December 2009 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 "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of 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 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, my one-half (1/2) undivided interest in 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<sup>TH</sup> DISTRICT, HALL COUNTY, GOERGIA, BEING LOT 5, BLOCK B, AS PER PLAT RECORDED IN PLAT BOOK 45, PAGE 112, HALL COUNTY, GEORGIA RECORDS, WHICH RECORDED PLAT IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART OF THIS DESCRIPTION.

This Deed is given subject to all easements and restrictions of record, if any.

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

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

[Signature]  
Witness

[Signature] (SEAL)  
Leonard Earp

[Signature]  
Notary Public  
My commission expires:



# WARRANTY DEED

WHEZCHEL DUNLAP & GONELLIAT  
Attorneys at Law  
Columbus, Georgia

GEORGIA, HALL COUNTY:

THIS INDENTURE, Made the 22nd day of January In the year of our Lord One Thousand Nine Hundred and Seventy-ONE, between QUINTON STEPHENS Grantor, and RICHARD Q. STEPHENS Grantee,

WITNESSETH, that the said Grantor, for and in consideration of TEN (\$10.00) DOLLARS AND OTHER VALUABLE CONSIDERATIONS in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the Grantee, all that tract or parcel of land, together with all improvements thereon, lying and being in Land Lot No. 85 of the 11th Land District of Hall County, Georgia, and as more fully shown on survey of the property of Richard Q. Stephens prepared by Henry Grady Jarrard, Registered Surveyor, dated December, 1970, recorded Plat Book 45, page 112 of the Hall County Records, and being more fully described according to said Jarrard Survey as follows:

BEGINNING at an iron pin corner on the Northerly right-of-way of Stephens Road, where said right-of-way intersects the original East line of Land Lot No. 85, and running thence from said beginning corner along the right-of-way of Stephens Road South 86 degrees 20 minutes West 298.5 feet to an iron pin corner; thence running North 01 degree 31 minutes West 730 feet to an iron pin corner; thence running South 86 degrees 20 minutes West 648.1 feet to an iron pin corner; thence running North 3 degrees 40 minutes West 374.5 feet to an iron pin corner; thence running North 88 degrees 18 minutes East along the original North line of Land Lot No. 85 958.9 feet to the Northeast corner of said Land Lot No. 85; thence following the original East line of said lot South 01 degree 42 minutes East 1,070.0 feet to the point of beginning on the right-of-way of Stephens Road; and being a portion of the property described and conveyed in a Warranty Deed from Richard Quinton Stephens to Quinton Stephens dated January 2, 1968, recorded Deed Book 361, page 313 of the Hall County Records.

TO HAVE AND TO HOLD the said premises, together with all rights and appurtenances unto the said Grantee, forever in FEE SIMPLE, and the said Grantor WARRANTS the title to same against the lawful claims of all persons whomsoever.

Wherever there is a reference herein to the Grantor or the Grantee, the singular includes the plural and the masculine includes the feminine and the neuter, and said terms include and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

In witness whereof, the Grantor has hereunto set his hand and affixed his seal the day and year above written.



Witnessed, sealed and delivered in the presence of

*Quinton Stephens*  
Quinton Stephens (SEAL)

*Henry Grady Jarrard*  
Notary Public (SEAL)

Clerk's Office. Hall Superior Court.  
Filed for record at 3:40 o'clock P.M.  
January 22, 1971  
Recorded in Deed Book 441 Page 277  
January 25, 1971  
H. Grady Jarrard Clerk

HALL COUNTY, Georgia  
Real Estate Treasurer  
Paid \$ 20.00  
Date January 22, 1971  
G. GRADY WATSON  
Clerk of Superior Court  
By: *[Signature]*



Hall County Government  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PUBLIC WORKS AND UTILITIES

MEMORANDUM

**To:** Randi Doveton, Director of Planning and Development  
**From:** Bill Nash, Director of Public Works and Utilities  
**Date:** November 2, 2023  
**Subject:** December 4, 2023 - Hall County Planning Commission Agenda

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR  
Srikanth Yamala

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

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the 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± acre tract located on the south side of White Oak Drive, at its intersection with Oak Hill Drive | Zoned R-1, Tax Parcel 08102A000065 | Proposed Use: single-family residence | \\* Commission District 2 | 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± 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± 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](#)

[08047 001004 | Proposed Use: office building | \\* Commission District 1 | Gail Chapman, applicant.](#)

- a. **Engineering:** No Comment
- b. **Traffic:** No Comment
- c. **Utilities:** No Comment

4. [3210 Joe Parker Road | Amend conditions of PCD | on a 20.19± 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 15023 000055 | 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 wretched 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± 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 15023 000015 | 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 wretched 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± 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

## Anael Dominguez (CDI: Planning)

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**From:** Chavers, Veronica E <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

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**From:** Anael Dominguez (CDI: Planning) <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<sup>nd</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

### **CALL TO ORDER**

### **AGENDA REVIEW**

### **APPROVAL OF MINUTES – November 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± 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** | 17.240.010 to reduce the front yard setback requirement from 55 feet from centerline to 49 feet from centerline | on a 0.42± 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. No GDOT coordination required.**
  
3. **3536 Atlanta Highway | Variance** | 17.420.050 to vary the Gateway Corridors Overlay District (GCOD) standards | on a 2.99± 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 08047 001004 | **Proposed Use: office building** | \* Commission District 1 | **Gail Chapman, applicant. No GDOT coordination required.**
  
4. **3210 Joe Parker Road | Amend conditions of PCD** | on a 20.19± 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 15023 000055 | **Proposed use: event facility** | \*\* Commission District 3 | **EI Alamo Properties, LLC, applicant. No GDOT coordination required.**
  
5. **2595 Gillsville Highway | Use Subject to County Commission Approval** | 17.110.040(M) for a commercial kennel | on a 10.14± 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 15023 000015 | **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(M) for a commercial kennel | on a 10.69± 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. 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 five working 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<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

\*\*The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, January 11, 2024**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,  
Ana Dominguez  
Planning Commission Clerk  
Hall County Community Development and Infrastructure  
(770) 531-6810 | [www.hallcounty.org](http://www.hallcounty.org)



## Anael Dominguez (CDI: Planning)

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**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)

## Anael Dominguez (CDI: Planning)

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**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± 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.](#)

**The Hall County Fire Marshal's Office has no comments as proposed.**

Regards,

**John Hornick, NPQ Fire Service Plans Examiner 1**  
Lieutenant, Hall County Fire Rescue  
Hall County Government  
Main: 770-531-6838 | Cell: 404-597-0083  
Website: [www.Hallcounty.org](http://www.Hallcounty.org)



**ZONING NOTICE**  
AN APPLICATION HAS BEEN FILED WITH THE PLANNING AND ZONING COMMISSION AS TO THE  
THE ZONING REGULATIONS APPLICABLE TO THIS PROPERTY.  
THE APPLICANT IS: **BRUNN**  
ADDRESS: **10541 WINTERBURN - DIRT CAMP PARK**  
CITY: **APPROX. 10541 WINTERBURN - DIRT CAMP PARK**  
COUNTY: **APPROX. 10541 WINTERBURN - DIRT CAMP PARK**  
DATE: **Oct. 2, 2023** TIME: **10:00 AM**  
FOR MORE INFORMATION CALL: **770-431-6888**



## AGENDA ITEM

### Planning and Development

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**REPORT TO:** Work Session (01/08/24)

**REPORT TO:** Voting Meeting (01/11/24)

**ITEM NO:** 711/2023

**SUBJECT:** **4200 Cha Co Road | Rezone** | from Agricultural Residential III (AR-III) to Residential I (R-I) | on a 43.50± 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 10074 000004 | **Proposed Use: 32-lot subdivision** | Commission District 2 | **John Roberts, applicant.**

---

#### Meetings:

**Work Session Date:** 01/08/24

**Voting Meeting Date:** 01/11/24

#### 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± 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: 10074 000004 | **Proposed Use: 32-lot subdivision** | Commission District 2 | **John Roberts, applicant.**

#### History:

#### Facts and Issues:

#### Options:

**Funding Requested**

\$ 0.00

**Are funds within current budget?**

No

**Source of Funds**

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

No

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

Yes

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

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Attorney</b>	<b>Administration</b>
AD	RD	WLI	CR
<b>Clerk</b>			
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



# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
**Srikanth Yamala**

PLANNING AND DEVELOPMENT  
DIRECTOR  
**Randi Doveton**

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

**From:** Randi Doveton, Director of Planning & Development

**Date:** December 26, 2023

**Subject:** **4200 Cha Co Road | Rezone** | from Agricultural Residential III (AR-III) to Residential I (R-I) | on a 43.50± acre parcel | **Proposed Use: 32-lot subdivision | John 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 678-316-6774  
 Email Address jwr1247@gmail.com  
 Proposed Use Residential Subdivision

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

Estate of Carrie Hatfield  
Thomas Hensley, Trustee  
P.O. Box 158, Baldwin, GA. 30506  
 Phone 706-770-5700  
 Email Address Tomhensley@fielddale.com

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

John Roberts  
Po Box 32  
Gainesville, GA 30503  
 Phone 678-316-6774  
 Email Address jwr1247@gmail.com  
 Tax Parcel Number 10074 000004  
 Location Address 4200 Chaco Rd. Gainesville 30506

**Status of Applicant**

- Owner
- Option to Purchase
- Area Resident
- Other

**Requested Action**

Existing Zoning: AR-III  
 Rezone to: R-1  
 Fee: \$ \_\_\_\_\_  
 Receipt #: \_\_\_\_\_  
 Check #: \_\_\_\_\_

Acreage 43.51

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

Sign [Signature] Date: 8-25-2023

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

**Application Withdrawal:** I hereby **withdraw** the application.

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

**Staff Use Only**

Application Date: \_\_\_\_\_ Taken by: \_\_\_\_\_  
 Tentative Planning Commission Date: \_\_\_\_\_ Tentative County Commission Date: \_\_\_\_\_  
 County Commission District: \_\_\_\_\_



**AUTHORIZATION OF PROPERTY OWNERS**

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) Thomas M. Hensley, Jr., Trustee Carrie M. Hatfield  
Address POB 535  
Baldwin, GA 30506  
Phone Number 706-770-5700

Name of applicant(s) John Roberts  
Address P.O. Box 32  
Gainesville, GA 30503  
Phone Number 678-316-6774

**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)  
Thomas M. Hensley, Jr.

Personally appeared before me  
Thomas M. Hensley, Jr.

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

Lynne Graves Ramsaur  
Notary Public

April 12, 2024  
Date



### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

I have\*\* \_\_\_\_\_ I have not

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

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

Name of Official(s): \_\_\_\_\_ Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_ Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: \_\_\_\_\_ Date: 8-11-2023

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

PLANNING AND DEVELOPMENT DEPARTMENT  
2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA 30504  
MAILING ADDRESS: PO BOX 1435, GAINESVILLE, GA 30503  
T 770-531-6669 F 770-531-3972



**CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM**

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

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

- (b) When any applicant for zoning action has made, within two years immediately preceding the filing of the applicant's application for the zoning action, campaign contributions aggregating \$250.00 or more to a local government official who will consider the application, it shall be the duty of the applicant to file a disclosure report with the governing authority of the respective local government showing:
  - (3) The name and official position of the local government official to whom the campaign contribution was made; and
  - (4) The dollar amount and description of each campaign contribution made by the applicant to the local government official during the two years immediately preceding the filing of the application for the rezoning action and the date of each such contribution.

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

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

I have\*\*  I have not

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

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

Name of Official(s): \_\_\_\_\_ Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_ Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: Thomas M Hensley, Jr. Date: 8/12/2023

Applicant's (Owner's) Name (Printed): Thomas M. Hensley, Jr.

**NARRATIVE  
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 10074 000004 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: 10074 000004

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**  
**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 10074 000004 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: 10074 000004

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 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:

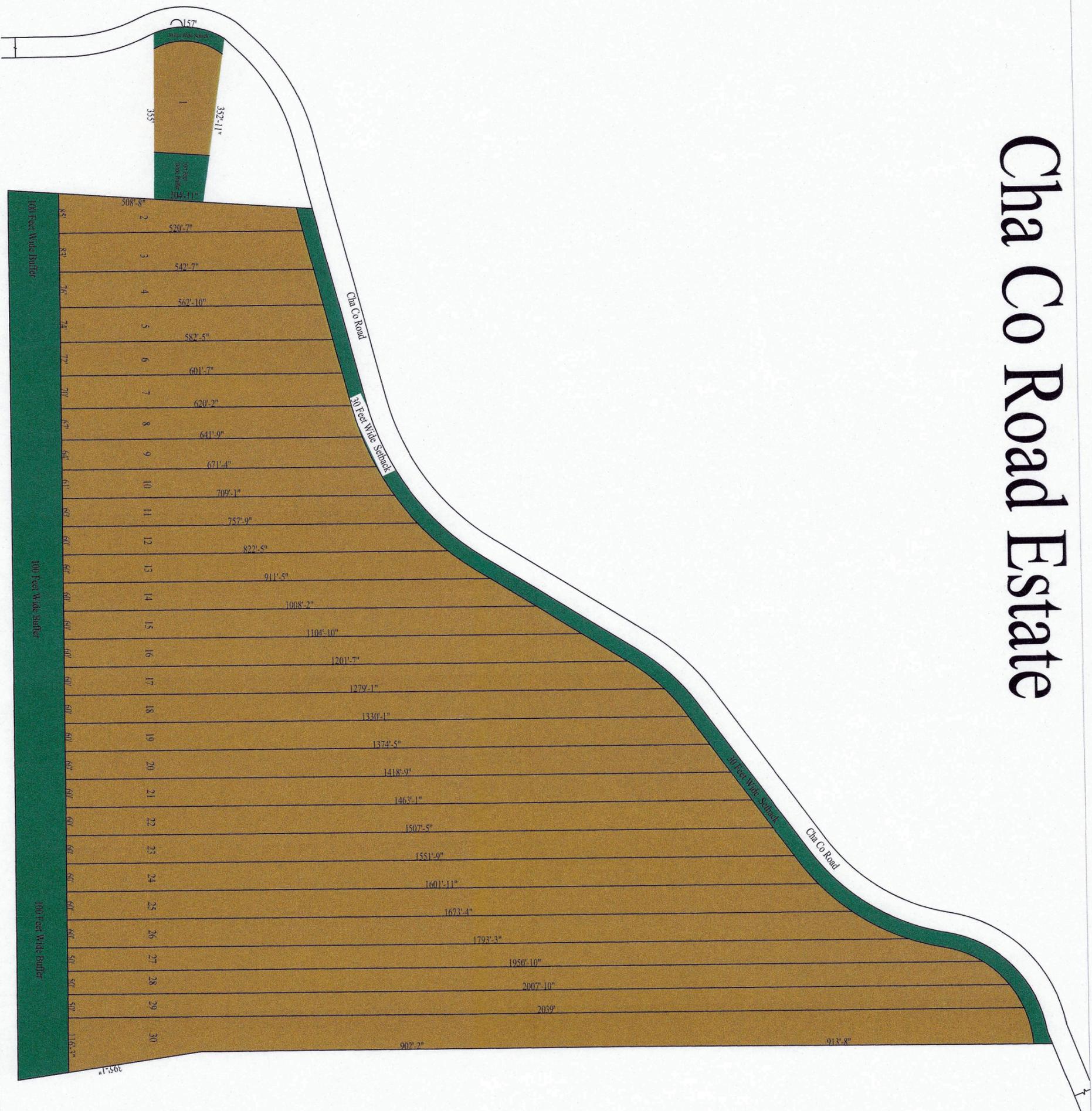
The following statement shall be made a part of any plat recorded for the property:

"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."





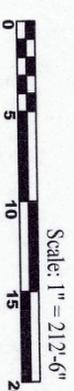
# Cha Co Road Estate



Drawn By  
 Waleed Akbar  
 WWW.Fiverr.Com/Walid\_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



BK 7695 PG 474

HALL COUNTY, Georgia  
Real Estate Transfer Tax

FILED  
HALL CO., GA

Paid \$ 0

16 MAY -6 PM 12:42

Date 5/6/16

Charles Baker  
Superior Court Clerk

CHARLES BAKER, CLERK  
SUPERIOR STATE COURT

By ER

BY ER

PT61 069-2016-002982

TRUSTEE'S DEED

008849

Return to  
SMITH, GILLIAM, WILLIAMS & MILES, P A  
P O BOX 1098  
GAINESVILLE, GEORGIA 30503

STATE OF GEORGIA,

COUNTY OF HALL.

THIS INDENTURE made this 4th day of May, 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-of-  
way of Cochran Road N 3° 07' W 200 feet to a point; thence along the Southeast side of the right-  
of-way of Cochran Road N 3° 40' 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° 42' E 314.3 feet to an iron pin; thence  
along the property line of Charlie G. Cochran N 6° 04' 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° 19' E 482 feet to a point; thence along the Southeast side of the right-of-way  
of Cochran Road N 51° 26' E 230 feet to a point; thence along the Southeast side of the right-of-  
way of Cochran Road N 35° 30' 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° 20' E 500 feet to a point; thence along the Southeast side of the right-of-way of Cochran Road N 23° 26' E 300 feet to a point; thence along the Southeast side of the right-of-way of Cochran Road N 57° 45' 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° 32' E 634.1 feet to an iron pin; thence along the property line of Lawton Peck S 1° 25' W 933.5 feet to an iron pin; thence along the Stowers property line S 7° 06' 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 N 88° 40' 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.

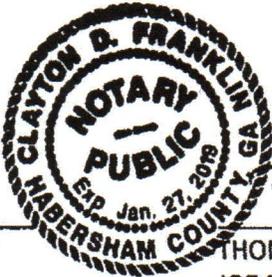
IN WITNESS WHEREOF, the said Party of the First Part has hereunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered this 4th day of May 2016, in the presence of:

*[Signature]*

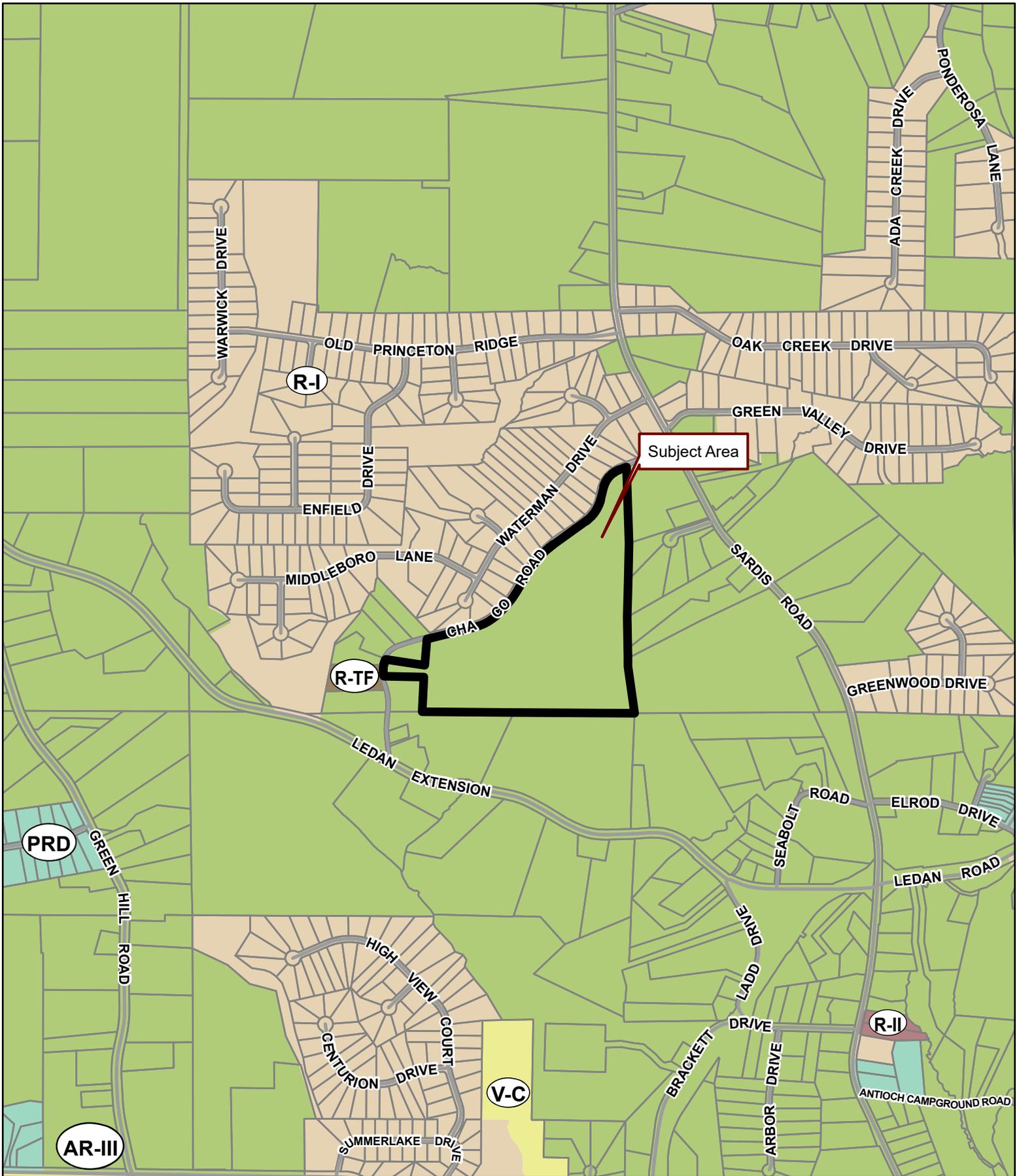
Witness NOTARY PUBLIC

*[Signature]*  
Notary Public WITNESS



*[Signature]*

(SEAL)  
THOMAS M. HENSLEY, JR. TRUSTEE OF THE  
JOE S. HATFIELD, JR. RESIDUARY TRUST



**Applicant:** JOHN ROBERTS

**Tax Parcel #:** 10074 000004

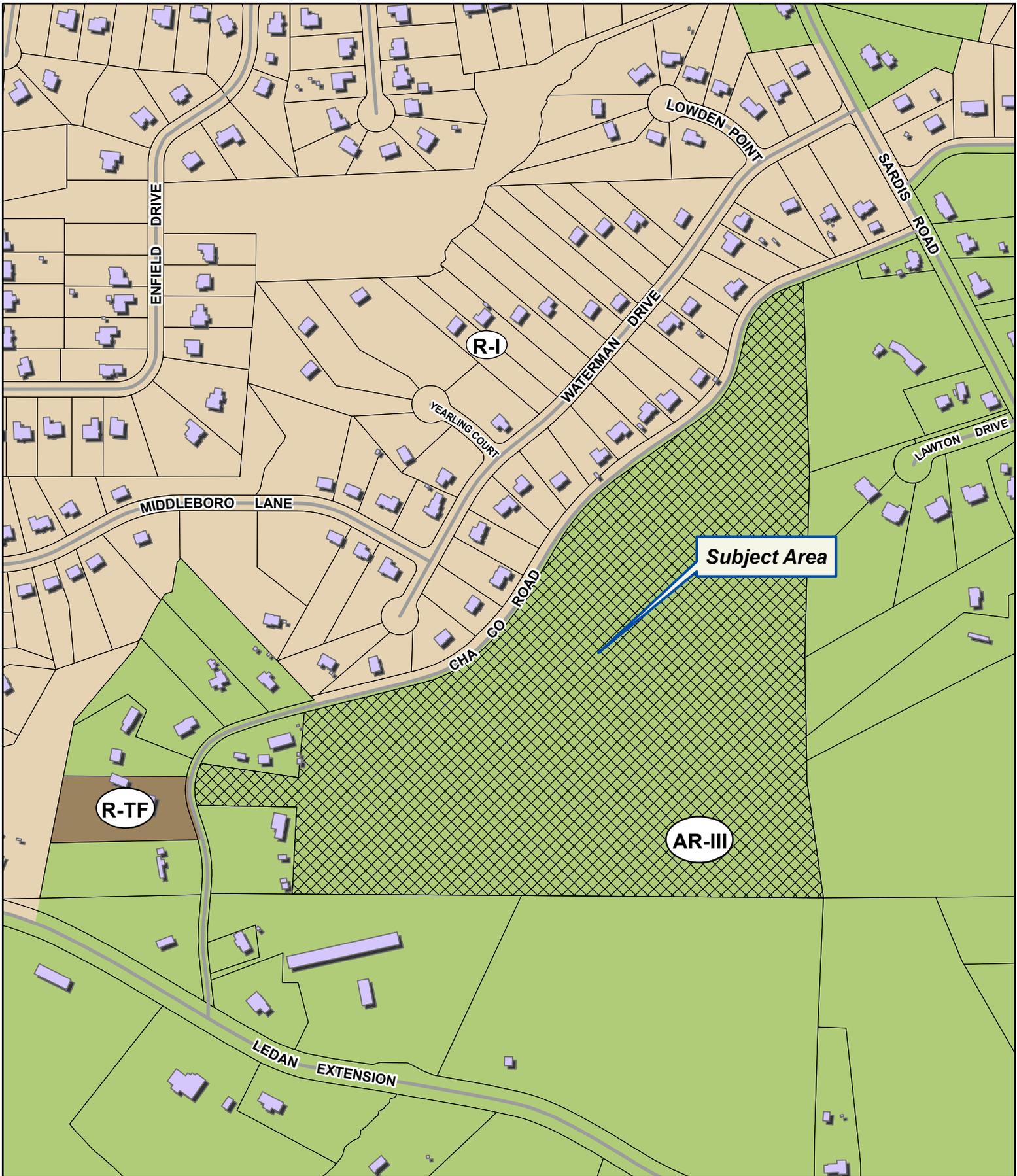
**Location:** 4200 CHA CO ROAD, GAINESVILLE, GA 30506

**Commission District 2**

**PC Mtg. Date:** 10/16/23



- Zoning Boundary
  - ▭ City Limits
  - ◻ Subject Area
  - Structure
- N  
↑



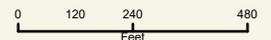
**Applicant:** JOHN ROBERTS

**Tax Parcel #:** 10074 000004

**Location:** 4200 CHA CO ROAD, GAINESVILLE, GA 30506

**Commission District 2**

**PC Mtg. Date: 10/16/23**



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





**Applicant:** JOHN ROBERTS

**Tax Parcel #:** 10074 000004

**Location:** 4200 CHA CO ROAD, GAINESVILLE, GA 30506

**Commission District 2**

**PC Mtg. Date:** 10/16/23



— Zoning Boundary

City Limits

Subject Area



## Anael Dominguez (CDI: Planning)

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**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)

## Anael Dominguez (CDI: Planning)

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**From:** Chavers, Veronica E <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

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**From:** Anael Dominguez (CDI: Planning) <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<sup>th</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

### **CALL TO ORDER**

### **AGENDA REVIEW**

### **APPROVAL OF MINUTES - October 2, 2023**

### **OLD BUSINESS**

1. [5463 River Chase Drive | Variance | from 17.240.010 to reduce the front yard setback from 30 feet to 7 feet | on a 0.63± 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** | from Agricultural Residential-IV (AR-IV) to Heavy Industrial (I-II) within the Gateway Corridors Overlay District (GCOD) on a 51.47± acre tract located on the west side of Candler Road approximately 1840 feet from its intersection with Lee Land Road | Zoned AR-IV; Tax Parcel 15031A000001 | **Proposed use: welding service** | \*\* Commission District 3 | **Paden M. Dunagan, applicant. 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± acre parcel located on the east side of Sargent Circle approximately 210 feet from its intersection with Cochran Road | Zoned R-I; Tax Parcel 10120 000071 | **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± acre tract located on the south side of Dawsonville Highway, across from its intersection with Vaughndale Circle | Zoned AR-III; Tax Parcel 10085 000096 (pt.) | **Proposed Use 2-lot subdivision** | \* Commission District 2 | **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± acre tract located on the south side of Dawsonville Highway, across from its intersection with Vaughndale Circle | Zoned AR-III; Tax Parcel 10085 000096 (pt.) | **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 | on a 0.55± acre parcel located on the southeast side of Scenic Drive, at its terminus | Zoned V-C; Tax Parcel 10139 000086 | **Proposed use: residential addition** | \* Commission District 3 | **Jeff Miller, applicant. No GDOT coordination required**
6. **4200 Cha Co Road | Rezone** | from Agricultural Residential III (AR-III) to Residential I (R-I) | on a 43.50± 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: 10074 000004 | **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**

\*The Planning Commission's decision will be the final action taken unless appealed to the Board of Commissioners. To do so, file an application with the Planning Department within five working days of the Planning Commission's decision.

The Hall County Board of Commissioners will hear appeals at a public hearing **Thursday, December 14, 2023** at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

\*\*The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, December 14, 2023**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,  
Ana Dominguez  
Planning Commission Clerk  
Hall County Community Development and Infrastructure  
(770) 531-6810 | [www.hallcounty.org](http://www.hallcounty.org)



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Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PUBLIC WORKS AND UTILITIES

MEMORANDUM

**To:** Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** September 15, 2023

t: 770.531.6800 | f: 770.531.3945

**Subject:** October 16, 2023 - Hall County Planning Commission Agenda

DIRECTOR  
Srikanth Yamala

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.

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

**OLD BUSINESS**

1. [5463 River Chase Drive | Variance | from 17.240.010 to reduce the front yard setback from 30 feet to 7 feet | on a 0.63± 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± acre tract located on the west side of Candler Road approximately 1840 feet from its intersection with Lee Land Road | Zoned AR-IV; Tax Parcel 15031A000001 | Proposed use: welding service | \\*\\* Commission District 3 | Paden M. Dunagan, applicant.](#)
  - a. **Engineering:** The site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage. Show stream buffer and impervious setback from wretched 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± acre parcel located on the east side of Sargent Circle approximately 210 feet from its intersection with Cochran Road | Zoned R-I; Tax Parcel 10120 000071 | 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± acre tract located on the south side of Dawsonville Highway, across from its intersection with Vaughndale Circle | Zoned AR-III; Tax Parcel 10085 000096 \(pt.\) | Proposed Use 2-lot subdivision | \\* Commission District 2 | 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± acre tract located on the south side of Dawsonville Highway, across from its intersection with Vaughndale Circle | Zoned AR-III; Tax Parcel 10085 000096 \(pt.\) | Proposed Use 2-lot subdivision | \\* Commission District 2 | 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± acre parcel located on the southeast side of Scenic Drive, at its terminus | Zoned V-C; Tax Parcel 10139 000086 | 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 | from Agricultural Residential III \(AR-III\) to Residential I \(R-I\) | on a 43.50± 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: 10074 000004 | 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

## Anael Dominguez (CDI: Planning)

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**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± 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: 10074 000004 | 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](http://www.Hallcounty.org)



**ZONING NOTICE**

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

APPLICANT: JOHN ROBERTS

REQUEST: REZONE FROM AR-III TO R-1 FOR A 32-LOT SUBDIVISION.

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	&	COUNTY COMMISSION
Date: <u>NOV 20, 2023</u>		Date: <u>JAN 11, 2024</u>
Time: <u>2:15 P.M.</u>		Time: <u>6:00 P.M.</u>

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Oct 17, 2023 12:03:20  
4121 Cha Co Road  
Gainesville  
Hall County  
Georgia

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

APPLICANT: JOHN ROBERTS  
REQUEST: REZONE FROM AR-III TO R-1 FOR A 32-LOT SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION	&	COUNTY COMMISSION
Date: NOV 20, 2023		Date: FEB 11, 2024
Time: 5:15p.m.		Time: 6:00p.m.

HALL COUNTY GOVERNMENT CENTER, 205 BROWN'S BRIDGE ROAD, GAINESVILLE, GA  
FOR MORE INFORMATION CALL: (770) 531-6809

Oct 17, 2023 12:06:09  
4200 Cha Co Road  
Gainesville  
Hall County  
Georgia

**ZONING NOTICE**  
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY  
APPLICANT: JOHN ROBERTS  
REQUEST: REZONE FROM AR-III TO R-1 For A 32-LOT SUBDIVISION  
PUBLIC HEARINGS WILL BE HELD ON:  
PLANNING COMMISSION Date: Nov 20, 2023 & COUNTY COMMISSION Date: Dec 11, 2024  
Time: 5:15 P.M. Time: 6:00  
HALL COUNTY GOVERNMENT CENTER, 245 BROWN'S BRIDGE ROAD, GAINESVILLE, GA 30602  
FOR MORE INFORMATION CALL: (770) 531-6809

Oct 17, 2023 12:35:22  
4417 Waterman Drive  
Gainesville  
Hall County  
Georgia

# ZONING NOTICE

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

APPLICANT: JOHN ROBERTS

REQUEST: REZONE FROM AR-III TO R-1 FOR A 32-LOT SUBDIVISION.

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: NOV 30, 2023

Time: 5:15 p.m.

&

COUNTY COMMISSION

Date: JAN 11 2024

Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

Oct 17, 2023 12:37:41  
4437 Waterman Drive  
Gainesville  
Hall County  
Georgia



## AGENDA ITEM

### Planning and Development

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**REPORT TO:** Work Session (01/08/24)

**REPORT TO:** Voting Meeting (01/11/24)

**ITEM NO:** 713/2023

**SUBJECT:** **3210 Joe Parker Road | Amend Conditions** | of a Planned Commercial Development (PCD) on a 20.19± 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 15023 000055 | **Proposed use: event facility** | Commission District 3 | **El Alamo Properties, LLC, applicant.**

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#### Meetings:

**Work Session Date:** 01/08/24

**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:**

**3210 Joe Parker Road | Amend Conditions** | of a Planned Commercial Development (PCD) on a 20.19± 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 15023 000055 | **Proposed use: event facility** | Commission District 3 | **El Alamo Properties, LLC, applicant.**

**History:**

**Facts and Issues:**

**Options:**

**Funding Requested**

\$ 0.00

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

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Attorney</b>	<b>Administration</b>
AD	RD	WLI	CR
<b>Clerk</b>			
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



# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
Srikanth Yamala

PLANNING AND DEVELOPMENT  
DIRECTOR  
Randi Doveton

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

**From:** Randi Doveton, Director of Planning & Development

**Date:** December 26, 2023

**Subject:** **3210 Joe Parker Road | Amend conditions of PCD | on a 20.19± acre parcel | Proposed use: event facility | El Alamo Properties, LLC, applicant.**

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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 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.

**HALL COUNTY PLANNING COMMISSION  
RECOEMMENDATION REPORT**

**Applicant** ..... El Alamo Properties, LLC

**Request** ..... Use Subject to County Commission Approval |  
Amend conditions of Planned Commercial  
Development (PCD, [17.180.080](#))

**Proposed Use** ..... Event Facility

**Size** ..... 20.19± acres

**Zoning** ..... Planned Commercial Development (PCD,  
[17.180.080](#))

**Location** ..... **3210 Joe Parker Road** | Tax Parcel 15023 000055

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

**Planning Commission Date** ..... December 4, 2023

**Staff Recommendation** ..... **Approval**, as the proposed change in conditions is  
consistent with the surrounding architectural style  
of the community.

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

**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.

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**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± 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
<ul style="list-style-type: none"> <li>The development of the site shall occur as generally depicted and described in the concept and landscape plans, architectural exhibits...</li> </ul>	<ul style="list-style-type: none"> <li>Spanish Colonial Revival architecture</li> </ul>	<ul style="list-style-type: none"> <li>Barn Style architecture</li> </ul>	<ul style="list-style-type: none"> <li>The proposed structures will consist of metal roofing and siding.</li> <li>The building will feature a water table 2 feet in height on all four sides.</li> </ul>
<ul style="list-style-type: none"> <li>...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...</li> </ul>	<ul style="list-style-type: none"> <li>6-foot privacy fence, unspecified material</li> </ul>	<ul style="list-style-type: none"> <li>4-foot-high wooden split rail fencing.</li> <li>Fencing will extend for 300 feet along the side property lines from the front.</li> </ul>	<ul style="list-style-type: none"> <li>The proposed fence will be interrupted by brick columns in 40-foot intervals.</li> <li>The fence materials will come from trees downed on the property.</li> </ul>
<p>Note: the previous proposal included the construction of soccer fields, which has been removed from the new proposal.</p>			

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 25-foot 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 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**

- 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: 5-0**

*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.

**CONDITIONAL USE APPLICATION**

**Applicant (Name & Mailing Address)**

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

EL ALAMO PROPERTIES, LLC  
3210 JOE PARKER ROAD  
GAINESVILLE, GA 30507

LETICIA CAMACHO  
4943 WEAVER ROAD  
GAINESVILLE, GA 30507

Phone 678 936 4498

Phone 404 392 2688

Email Address loalmaguermar@gmail.com

Email Address camalet31@gmail.com

Proposed Use EVENT FACILITY

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

**Status of Applicant**

**Requested Action**

LORENA ALMAGUER  
3415 Spartan Ct.  
Gainesville, GA 30507

- Owner
- Option to Purchase
- Area Resident
- Other

- Permissive Use:
- HCPC
  - HCC
- Fee: \$ \_\_\_\_\_
- Receipt #: \_\_\_\_\_
- Check #: \_\_\_\_\_

Phone 678 936 4498

Email Address loalmaguermar@gmail.com

Zoning: PCD

Tax Parcel Number \_\_\_\_\_

Acreage 20.01

Location Address 3210 JOE PARKER ROAD, GAINESVILLE, GA 30507

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

Sign *[Signature]* 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 \_\_\_\_\_ Date: \_\_\_\_\_

**Staff Use Only**

Application Date: \_\_\_\_\_ Taken by: \_\_\_\_\_

Tentative Planning Commission Date: \_\_\_\_\_ 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 owner(s) LETICIA CAMACHO

Address 4943 WEAVER ROAD  
GAINESVILLE, GA 30507

Phone Number 404 392 2688

Name of applicant(s) EL ALAMO PROPERTIES, LLC

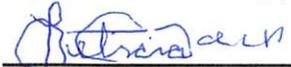
Address 3210 JOE PARKER ROAD  
GAINESVILLE, GA 30507

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 Owner(s)



Personally appeared before me

B/ ~~LETICIA~~ & Brendon Coats

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



Notary Public

10/04/2023  
Date

BRENDON COATS  
NOTARY PUBLIC  
Hall County  
State of Georgia  
My Comm. Expires Aug. 23, 2025

AUTHORIZATION OF PROPERTY OWNERS  
I, the undersigned, being the owner of the property described in this form:

Name of owner(s) \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Name of applicant(s) \_\_\_\_\_

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

I swear that the above named property is the subject matter of the unpaid application as shown in the records of said County, Wyoming.

I authorize the person named above to act as applicant in the purchase of a recording certificate in the name of this property.

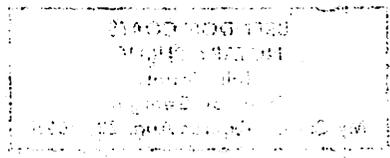
Signature of Owner(s)

Personally signed before me  
 \_\_\_\_\_  
 Notary Public

I who am not the applicant named above in this application and in the name of the last of them who are named above, I do hereby certify that the above named property is the subject matter of the unpaid application as shown in the records of said County, Wyoming.

Date \_\_\_\_\_

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



**AUTHORIZATION OF PROPERTY OWNERS**

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) ARMANDO BALLESTEROS

Address 4943 WEAVER ROAD  
GAINESVILLE, GA 30507

Phone Number 404 391 5340

Name of applicant(s) EL ALAMO PROPERTIES, LLC

Address 3210 JOE PARKER ROAD  
GAINESVILLE, GA 30507

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 Owner(s)

Armando Ballesteros

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.

Cristel Vivaldo

Notary Public



10-04-2023  
Date

YANUARY 1991

THE STATE OF GEORGIA  
COUNTY OF DEKALB

**AUTHORIZATION OF PROPERTY OWNERS**  
State: If the applicant is the property owner, please check this box.

\_\_\_\_\_  
(Name of owner)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/County/State)

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Signature of applicant)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/County/State)

\_\_\_\_\_  
(Phone Number)

I hereby authorize the applicant to apply for a zoning change for the property described above in the zoning ordinance of the County of DeKalb, Georgia, and to execute all necessary documents in connection therewith.

I understand that the zoning change is subject to the approval of the Board of Commissioners of the County of DeKalb, Georgia.

(Signature of Owner)

\_\_\_\_\_  
(Signature of Applicant)

\_\_\_\_\_  
(Name of Applicant)

I hereby certify that the information contained in the application is true and correct to the best of my knowledge.

\_\_\_\_\_  
(Signature of Clerk)

\_\_\_\_\_  
(Name of Clerk)



\_\_\_\_\_  
(Signature of Clerk)

\_\_\_\_\_  
(Name of Clerk)

**AUTHORIZATION OF PROPERTY OWNERS**

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) Francisco Javier Ballesteros  
Address 4943 Weaver Road Gainesville GA 30507  
Phone Number 678-522-6304  
Name of applicant(s) El Alamo Property  
Address 3210 Joe Parker Road  
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 Owner(s)

Francisco J. Ballesteros

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.

Joshua D. Dixon  
Notary Public

10/4/23  
Date

JOSHUA D. DIXON  
NOTARY PUBLIC  
Hall County  
State of Georgia  
My Comm. Expires Apr. 18, 2025

HALL COUNTY

STATE OF MISSISSIPPI  
DEPARTMENT OF REVENUE  
PROPERTY TAX

**AUTHORIZATION OF PROPERTY OWNERS**  
Total if the applicant is the property owner please disregard this form.

Name of owner \_\_\_\_\_ (Print or type)

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Name of applicant(s) \_\_\_\_\_ (Print or type)

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

I warrant that I am the owner of the property which is the subject matter of the several applications as shown in the records of Hall County, Georgia.

I authorize the person named above to act as applicant in the event of a reasoning, persuasive use or variance of this property.

Signature of Owner(s)

\_\_\_\_\_

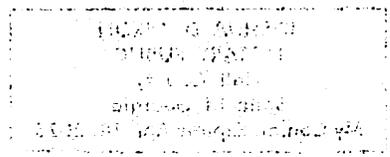
\_\_\_\_\_

to be filed before me

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
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:

I have\*\* \_\_\_\_\_

I have not  \_\_\_\_\_

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

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

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: Leticia Camacho

Date: 10-04-2023

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

### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

I have\*\*  I have not

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

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

Name of Official(s): \_\_\_\_\_ Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_ Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: Armando Balcastros Date: 10-04-2023

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

### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

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

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

---

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

I have\*\* \_\_\_\_\_ I have not ✓

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

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

Name of Official(s): \_\_\_\_\_ Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_ Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: Francisco J. Balkesteros Date: 10/04/23

Applicant's/Owner's Name (Printed): Francisco J. Balkesteros

# **EL ALAMO PROPERTIES, LLC**

**Special Events Venue  
3210 Joe Parker Road  
Gainesville, GA 30507**



## **OWNERS:**

**Leticia Camacho  
Armando Ballesteros  
Francisco Ballesteros**

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## **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 area 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.

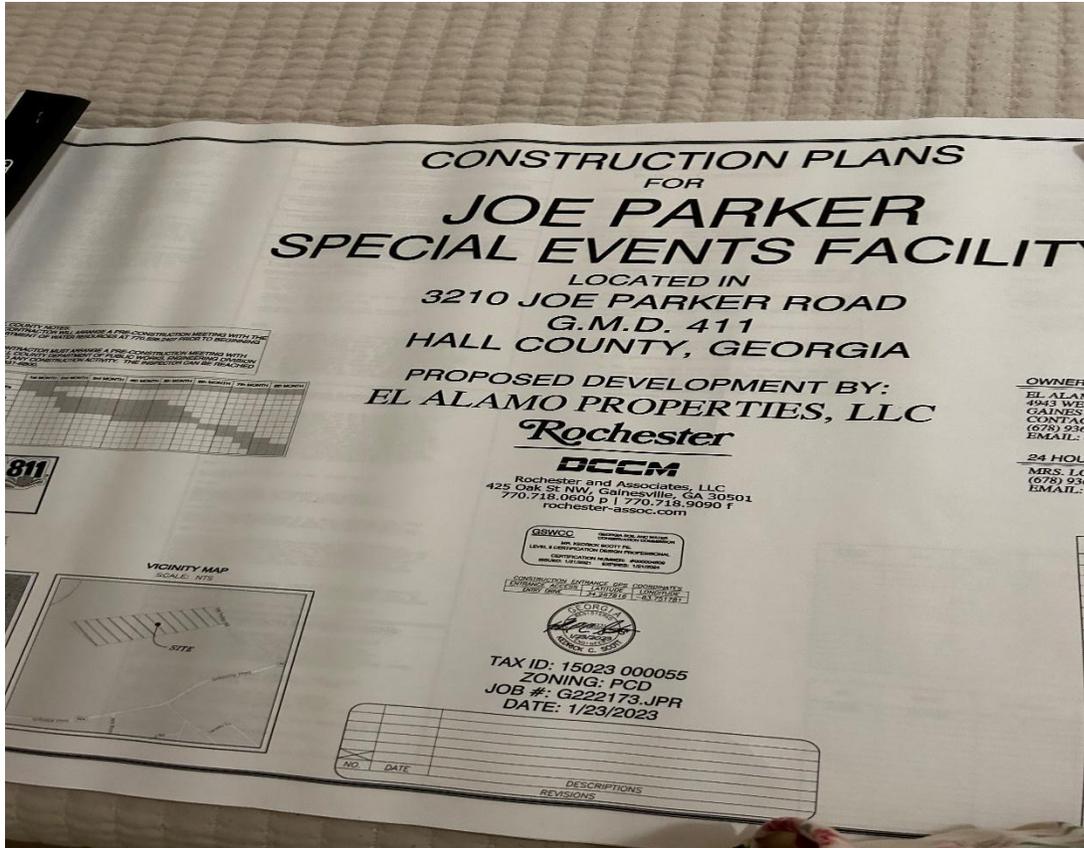


retention pond - split rail fence at the top of the hill with no columns.



Chain link shade screen fence currently placed in front of the property. To be moved once construction is complete.



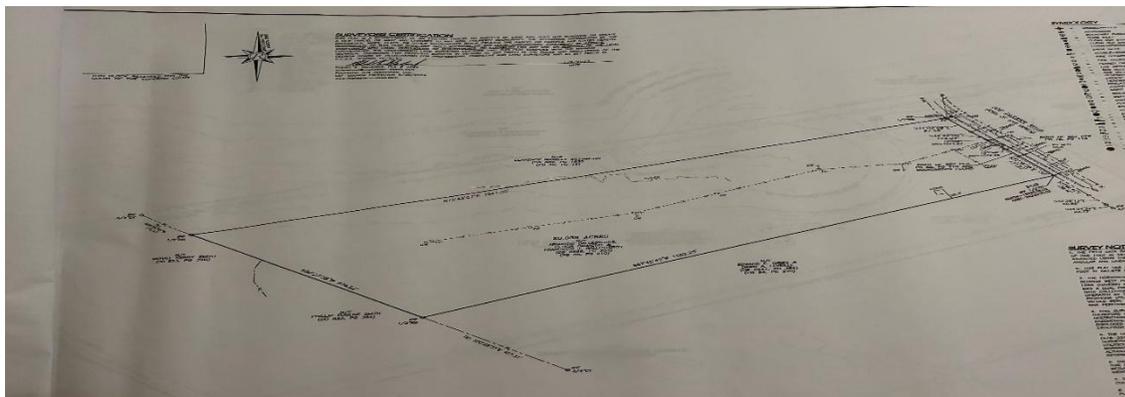


**Identification of Property**

The map below identifies the parcel involved in this request to amend zoning conditions.

Parcel (1) 3210 Joe Parker Road 15023 000055

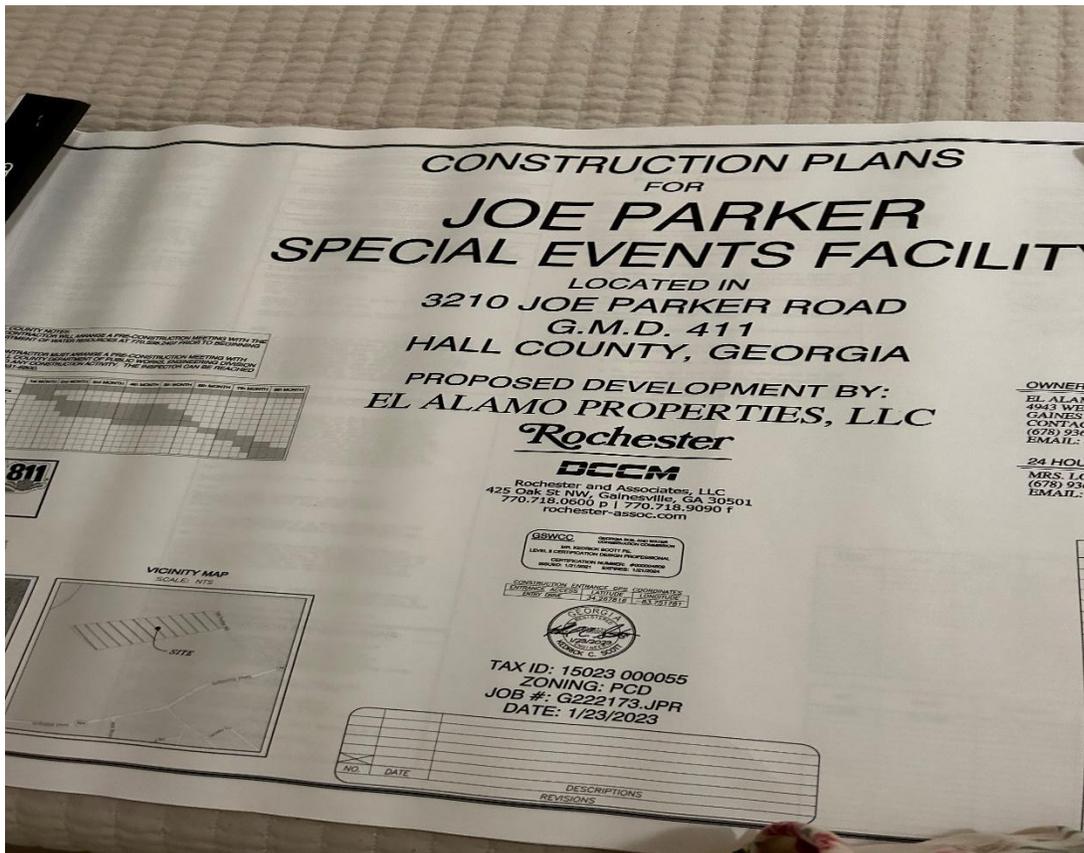
Parcel (1) is owned by: Leticia Camacho, Armando Ballesteros and Francisco Ballesteros





**Provisions for Water and Sewer**

Please see construction site plans.



**Proposed Access to the Property:**

Access to the property would be 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.

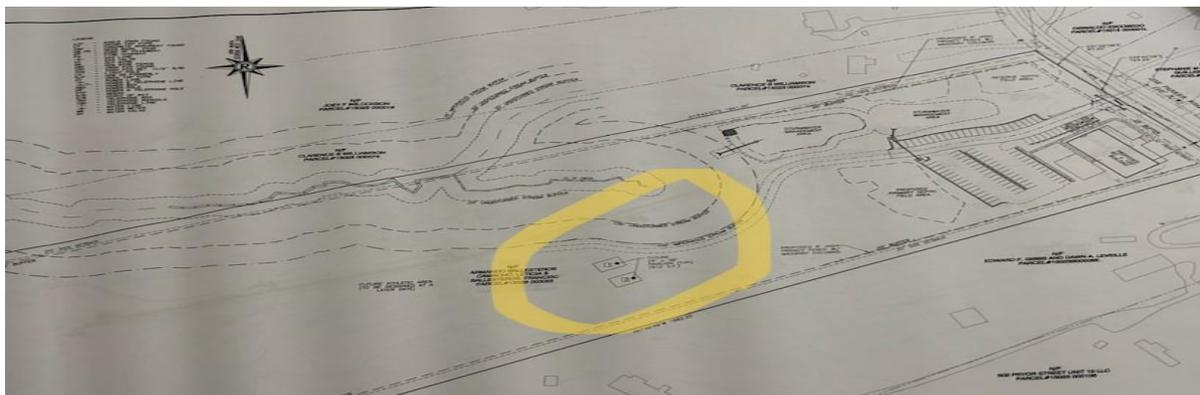
The rear and sides of the property would remain undisturbed and heavily wooded.

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.

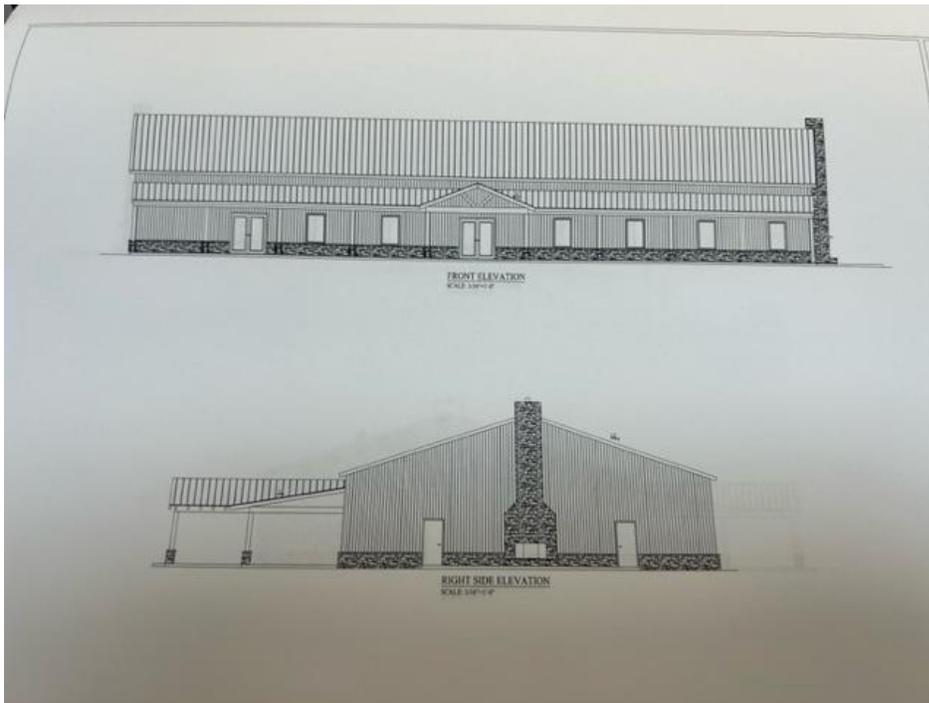
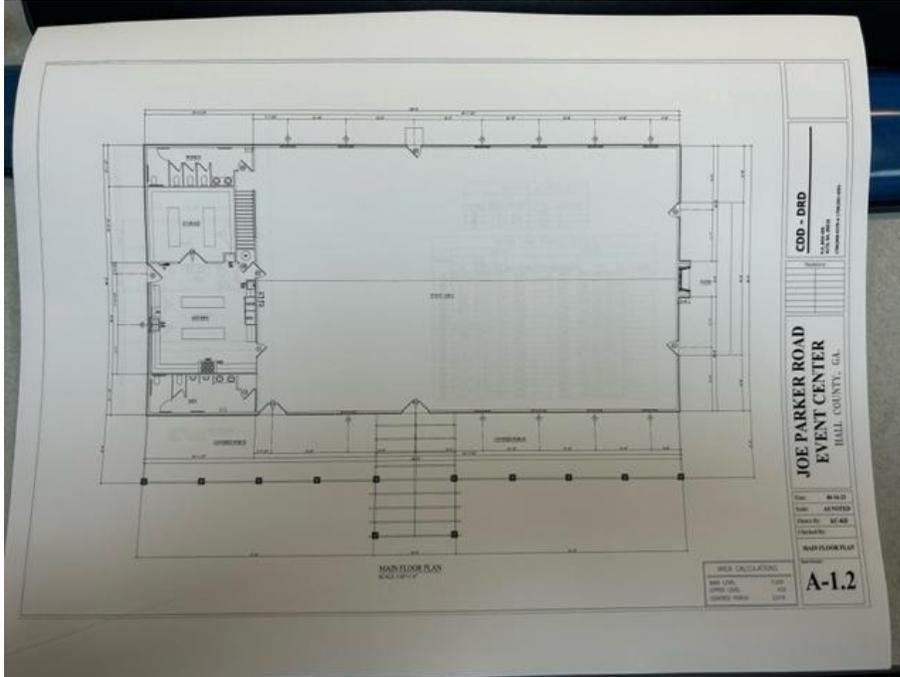
The maximum building facility would be 375 people.

The Special Events Facility building would have a total footprint of approximately 60 X 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, 8ft tall and 24 square ft (4X6) 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.

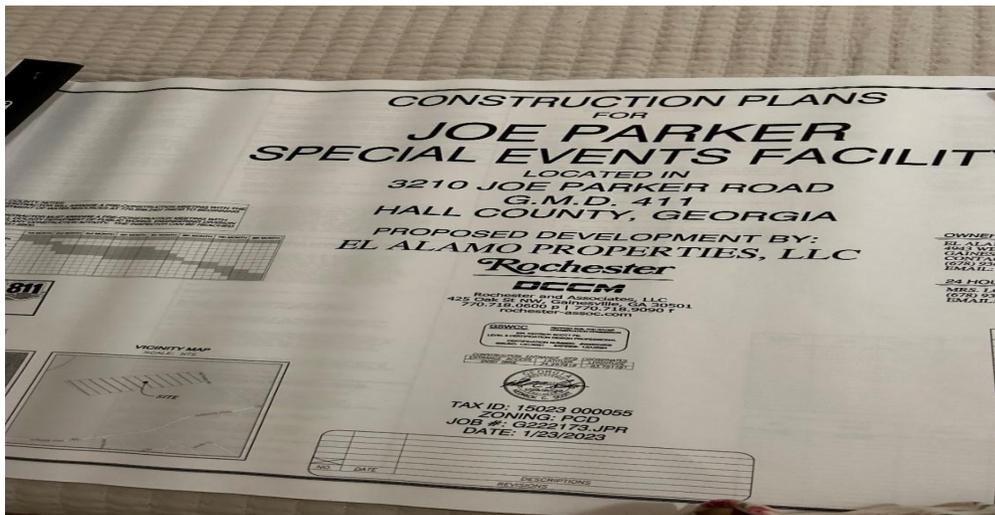
Hours of operation and fees charged will be similar to those of the Gainesville Civic Center.

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. Their 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







**SURVEYORS CERTIFICATION**

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

Robert S. Cleveland, PLS # 2884  
 scleveland@rochester-assoc.com  
 Rochester and Associates, LLC  
 LSF-000484 EXPIRATION 6/30/2024  
 www.rochester-assoc.com

1/9/2023  
 DATE

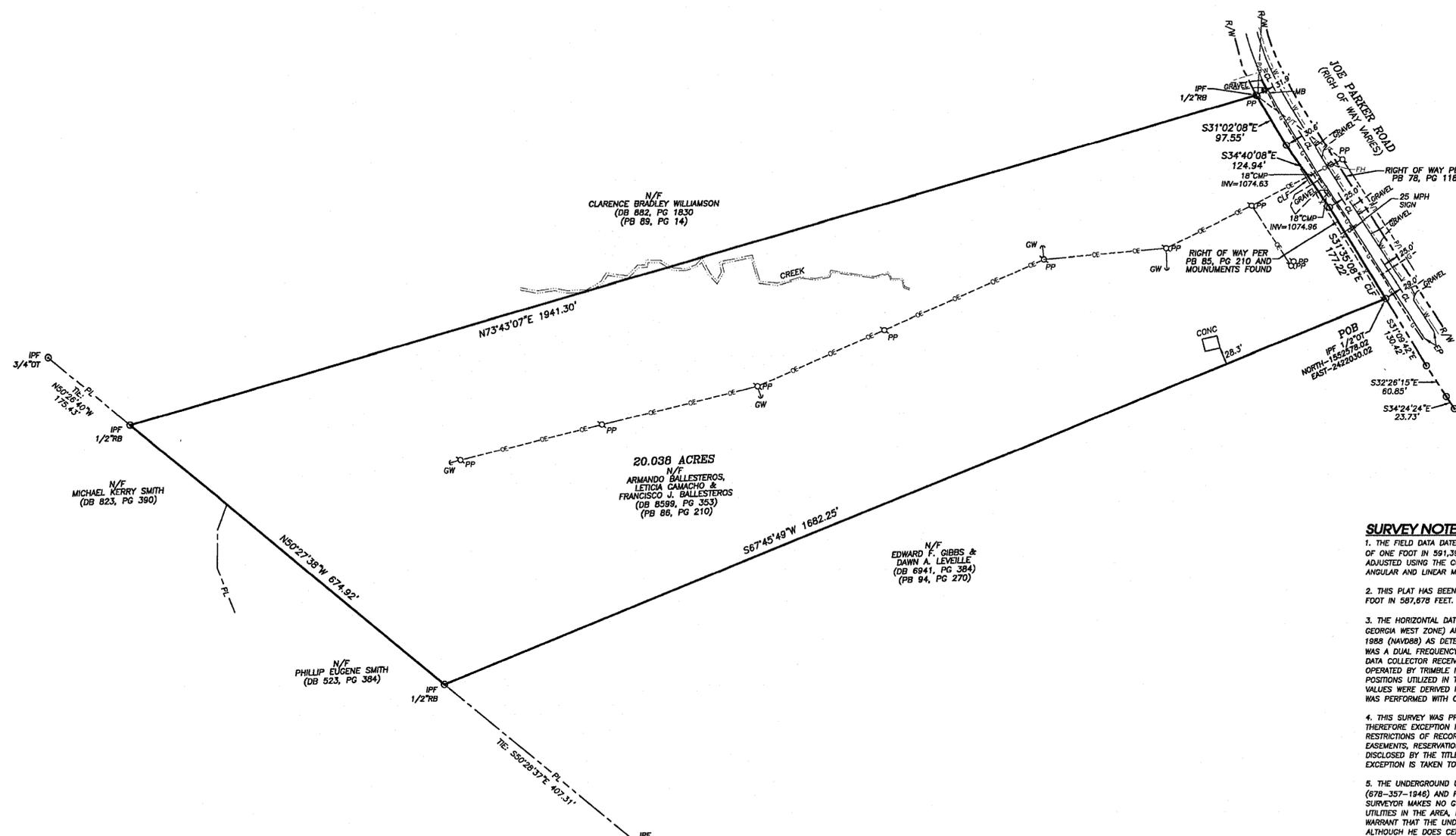
THIS BLOCK RESERVED FOR THE  
 CLERK OF THE SUPERIOR COURT

**SYMBOLY**

- ⊕ MISCELLANEOUS
- ⊙ BENCHMARK
- ⊗ BOUNDARY EVIDENCE FOUND
- ⊙ CURB INLET
- ⊙ CLEAN OUT STORM
- ⊙ CLEAN OUT SANITARY
- ⊙ COMMUNICATION MANHOLE
- ⊙ DROP INLET
- ⊙ DOUBLE-WING CATCH BASIN
- ⊙ FIRE DEPARTMENT CONNECTION
- ⊙ FIRE HYDRANT
- ⊙ FLARED END SECTION
- ⊙ GAS METER
- ⊙ GAS REGULATOR
- ⊙ GAS VALVE
- ⊙ GENERATOR
- ⊙ GREASE TRAP
- ⊙ HEADWALL
- ⊙ IRRIGATION CONTROL VALVE
- ⊙ JUNCTION BOX
- ⊙ LIGHT POLE
- ⊙ MAILBOX
- ⊙ MONUMENT
- ⊙ OVERFLOW CONTROL STRUCTURE
- ⊙ POWER BOX
- ⊙ POWER METER
- ⊙ POWER POLE
- ⊙ SANITARY MANHOLE
- ⊙ SIGN
- ⊙ SINGLE-WING CATCH BASIN
- ⊙ SINGLE-WING CATCH BASIN
- ⊙ TELEPHONE BOX
- ⊙ TRANSFORMER
- ⊙ TRAFFIC SIGNAL POLE
- ⊙ WATER MANHOLE
- ⊙ WATER METER
- ⊙ WATER VALVE
- ⊙ WATER VAULT
- ⊙ WEIR INLET

**LEGEND**

- AI - ANGLE IRON FOUND
- AKA - ALSO KNOWN AS
- BC - BACK OF CURB
- BL - BUILDING SETBACK LINE
- BWF - BARBED WIRE FENCE
- C&G - CURB & CUTTER
- CBX - CABLE BOX
- CCM - CONCRETE NAIL
- CTP - CRIMP TOP PIPE
- CI - CURB INLET
- CL - CENTER LINE
- CLF - CHAIN LINK FENCE
- CMF - CONCRETE MONUMENT FOUND
- CMP - CORRUGATED METAL PIPE
- CO - CLEANOUT
- CONC - CONCRETE
- CTP - CRIMP TOP PIPE FOUND
- DB,PG - DEED BOOK, PAGE
- DE - DRAINAGE EASEMENT
- DI - DROP INLET
- DIP - DUCTILE IRON PIPE
- DIR - DIRECTION
- DWCB - DOUBLE-WING CATCH BASIN
- EP - EDGE OF PAVEMENT
- FES - FLARED END SECTION
- FFE - FINISHED FLOOR ELEVATION
- FH - FIRE HYDRANT
- GL - GAS LINE
- GM - GAS METER
- GP - GUY POLE
- GT - GREASE TRAP
- GV - GAS VALVE
- GW - GUY WIRE
- HC - HANDICAP PARKING SPACE
- HW - HEADWALL
- IPS - IRON PIN SET (1/2" REBAR)
- JB - JUNCTION BOX
- LL - LAND LOT
- LLL - LAND LOT LINE
- LP - LIGHT POLE
- MH - MANHOLE
- MON - MONUMENT
- N/F - NOW OR FORMERLY
- OCS - OUTLET CONTROL STRUCTURE
- PL - POWER LINE
- PT - POWER & TELEPHONE LINE
- PBX - POWER BOX
- PF - PIPE FOUND
- PL - PROPERTY LINE
- PM - POWER METER
- POB - POINT OF BEGINNING
- PP - POWER POLE
- PS - PARKING SPACES
- PLP - POWER & LIGHT POLE
- PTLP - POWER, TELEPHONE & LIGHT POLE
- PTP - POWER & TELEPHONE POLE
- PP - POLYMER CHLORIDE PIPE
- PV - PAVEMENT
- RBF - REBAR FOUND
- RCP - REINFORCED CONCRETE PIPE
- R/W - RIGHT OF WAY
- N/F - NOW OR FORMERLY
- S - SANITARY SEWER LINE
- SSE - SANITARY SEWER EASEMENT
- S/W - SIDEWALK
- SWCB - SINGLE-WING CATCH BASIN
- TBM - TEMPORARY BENCHMARK
- TBX - TELEPHONE BOX
- TMH - TELEPHONE MANHOLE
- TP - TELEPHONE POLE
- TPB - TRUE POINT OF BEGINNING
- TSP - TRAFFIC SIGNAL POLE
- TL - TELEPHONE LINE
- UC - UNDERGROUND COMMUNICATION
- UE - UNDERGROUND ELECTRIC
- UP - UNDERGROUND POWER
- UT - UNDERGROUND TELEPHONE
- WI - WEIR INLET
- WL - WATER LINE
- WM - WATER METER
- WMH - WATER MANHOLE
- WV - WATER VALVE
- PS - PARKING SPACE NUMBER



**SURVEY NOTES**

1. THE FIELD DATA DATED 1/6/2023 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 591,391 FEET AND AN ANGULAR ERROR OF 10" SECONDS PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE. A TRIMBLE S-SERIES ROBOTIC TOTAL STATION WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS.
2. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 587,678 FEET.
3. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE NORTH AMERICAN DATUM OF 1983 (NAD 83 GEORGIA WEST ZONE) AND THE VERTICAL DATUM USED IS THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAV88) AS DETERMINED BY UTILIZING GPS. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE (R8, R6, OR R12) GNSS GPS RECEIVER WITH A TRIMBLE TSC7 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM BASE STATIONS OPERATED BY TRIMBLE NAVIGATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POSITIONS UTILIZED IN THIS SURVEY WAS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL. THESE VALUES WERE DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL EQUIPMENT AS DESCRIBED ABOVE.
4. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT; THEREFORE EXCEPTION IS MADE HEREIN TO ANY EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, WHICH MAY EXIST. FURTHERMORE, THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY, OR RESTRICTIONS, WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN TO THE SURVEYOR; THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
5. THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN MARKED BY UTILITY MARKING (678-357-1948) AND FIELD LOCATED BY ROCHESTER & ASSOCIATES, LLC. PERSONNEL. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.
6. THIS PROPERTY MAY OR MAY NOT CONTAIN WETLAND AREAS. NO EFFORTS HAVE BEEN MADE BY THIS SURVEYOR TO IDENTIFY OR LOCATE ANY WETLAND AREAS ON THIS PROPERTY. A QUALIFIED WETLAND SPECIALIST OR BIOLOGIST, PRIOR TO ANY LAND DISTURBANCE, SHOULD PERFORM WETLAND IDENTIFICATION AND DELINEATION.
7. THIS PROPERTY IS LOCATED IN ZONE "X" AS PER F.E.M.A. INSURANCE RATE MAP OF HALL COUNTY, GEORGIA. COMMUNITY PANEL NO. 13139C0195H, EFFECTIVE DATE DECEMBER 1, 2022.
8. ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATES A 1/2" REBAR PLACED WITH A YELLOW PLASTIC CAP STAMPED "ROCHESTER-LSF000484", UNLESS OTHERWISE NOTED.
9. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON; ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
10. ALL DISTANCES AS SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET (39.37 INCHES = 1 METER).

**Rochester** | **PLCCM**  
 Rochester and Associates, LLC  
 435 Rockledge NW, Gainesville, GA 30601  
 770.718.0600 P | www.rochester-assoc.com

SURVEY FOR:  
**JOE PARKER SPECIAL EVENTS FACILITY**  
 LOCATED IN  
 3210 JOE PARKER ROAD  
 G.A.M.D. 411  
 HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION	REVISIONS

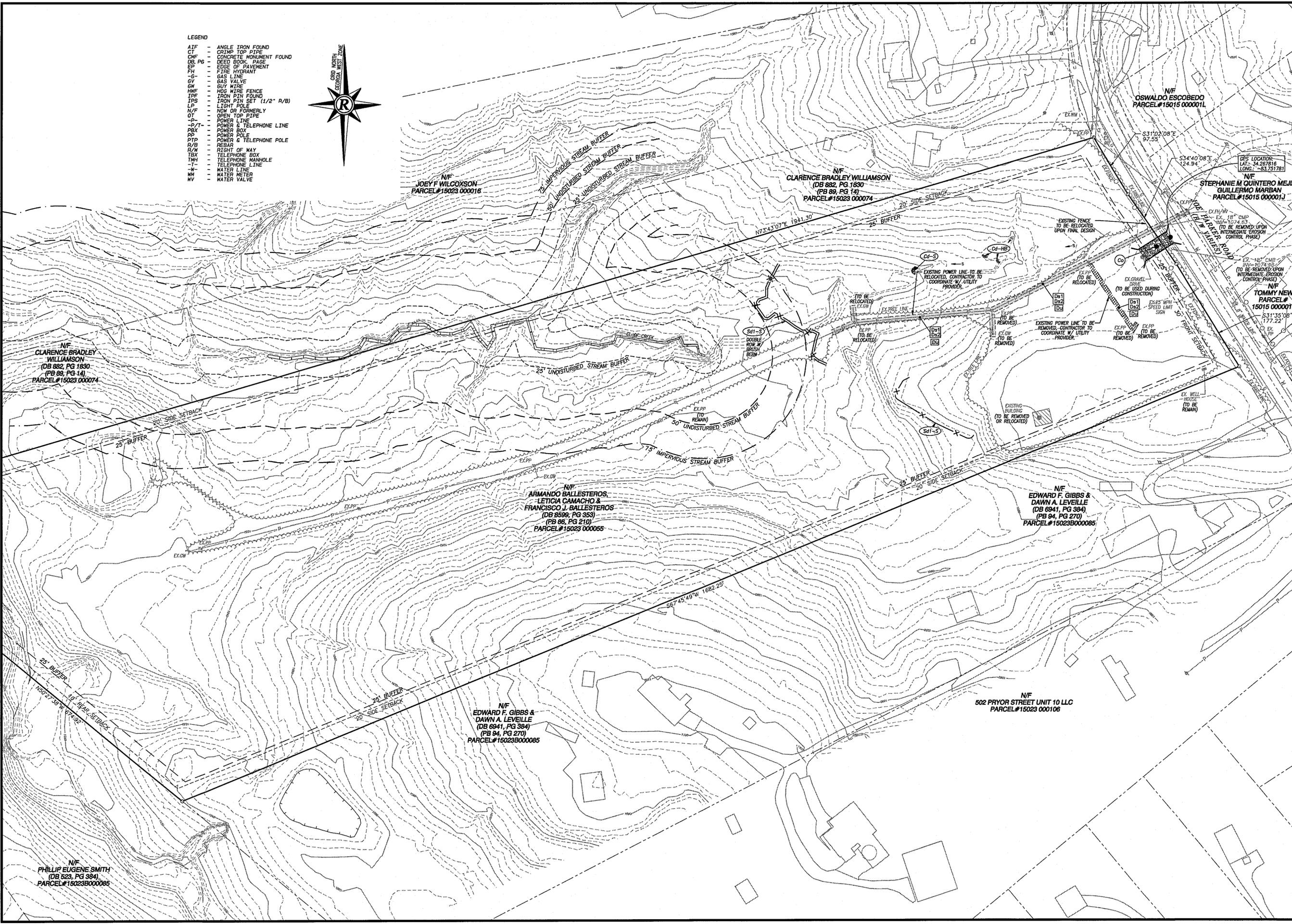
ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF ROCHESTER & ASSOCIATES, LLC, SHALL BE AT THE USER'S OWN RISK. ROCHESTER & ASSOCIATES, LLC, ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS ARISING FROM INFORMATION PROVIDED BY THE CLIENT OR FROM ANY CHANGES TO THE INFORMATION PROVIDED BY THE CLIENT.



SHEET  
**3**  
 OF  
**25**  
 DATE: 1/9/2023  
 SCALE: N.T.S.  
 JOB NO.: 0222173.JPR  
 FILE NO.: \*CNST1730  
 DRAWN BY: SWS



- LEGEND
- AIF - ANGLE IRON FOUND
  - CT - CRIMP TOP PIPE
  - CMF - CONCRETE MONUMENT FOUND
  - DB PG - DEED BOOK PAGE
  - EP - EDGE OF PAVEMENT
  - FH - FIRE HYDRANT
  - GL - GAS LINE
  - GV - GAS VALVE
  - GW - GUY WIRE
  - HMF - HOG WIRE FENCE
  - IPF - IRON PIM FOUND
  - IPB - IRON PIM SET (1/2" R/B)
  - LP - LIGHT POLE
  - N/F - NOW OR FORMERLY
  - OT - OPEN TOP PIPE
  - P - POWER LINE
  - P/T - POWER & TELEPHONE LINE
  - PB - POWER BOX
  - PP - POWER POLE
  - PTP - POWER & TELEPHONE POLE
  - R/B - REBAR
  - R/W - RIGHT OF WAY
  - TBX - TELEPHONE BOX
  - TMH - TELEPHONE MANHOLE
  - T - TELEPHONE LINE
  - W - WATER LINE
  - WM - WATER METER
  - WV - WATER VALVE



**Rochester** | **PECCM**

Rochester and Associates, LLC  
 435 Oak St NW, Gainesville, GA 30501  
 770.718.0600 P | www.rochester-assoc.com

EXISTING CONDITIONS/ DEMO PLAN  
 FOR:  
**JOE PARKER**  
 SPECIAL EVENTS FACILITY  
 LOCATED IN  
 3210 JOE PARKER ROAD  
 G.M.D. 411  
 HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION	REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF ROCHESTER & ASSOCIATES, LLC ARE VOID. THE ENGINEER HEREON AND ANY LIABILITY ASSOCIATED HERETO SHALL BE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE  
 0' 30' 60' 120'



SHEET  
**5**  
 OF  
**25**

DATE: 4/3/2023  
 SCALE: 1" = 60'  
 JOB NO.: 022173.JPR  
 FILE NO.: \*CNST1.PRO  
 DRAWN BY: SWS

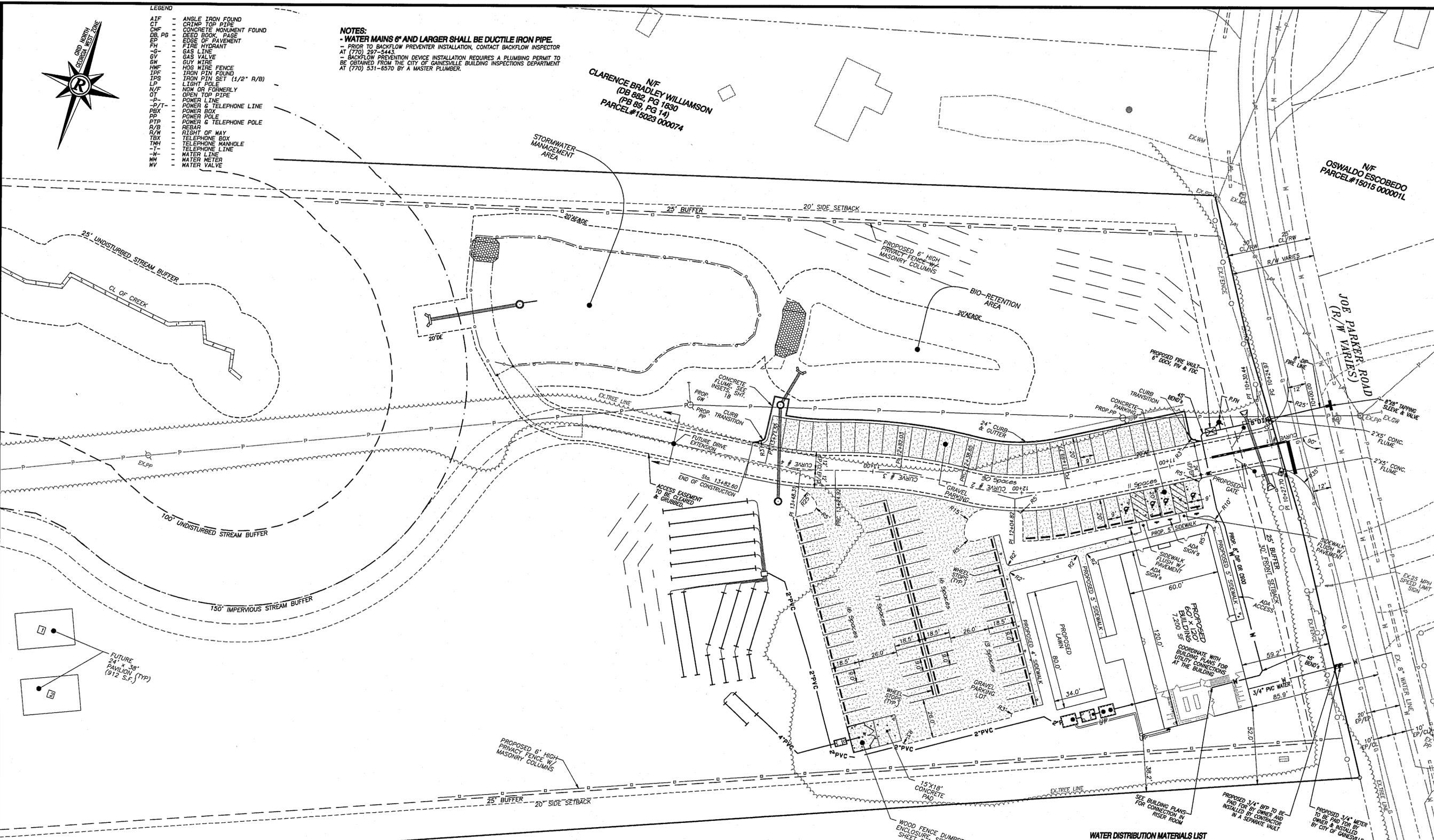


- LEGEND**
- ATF - ANGLE IRON FOUND
  - CT - CONCRETE TOP PIPE
  - CMF - CONCRETE MONUMENT FOUND
  - DB PG - DEED BOOK - PAGE
  - EP - EDGE OF PAVEMENT
  - FH - FIRE HYDRANT
  - GL - GAS LINE
  - GV - GAS VALVE
  - GW - GUY WIRE
  - HWF - HOOD WIRE FENCE
  - IPF - IRON PIN FOUND
  - IPS - IRON PIN SET (1/2" R/B)
  - LP - LIGHT POLE
  - N/F - NDN OR FORMERLY
  - OT - OPEN TOP PIPE
  - P - POWER LINE
  - P/T - POWER & TELEPHONE LINE
  - PBX - POWER BOX
  - PP - POWER POLE
  - PTP - POWER & TELEPHONE POLE
  - REGAR - REGAS
  - R/W - RIGHT OF WAY
  - TBX - TELEPHONE BOX
  - TMH - TELEPHONE MANHOLE
  - TL - TELEPHONE LINE
  - W - WATER LINE
  - WM - WATER METER
  - WV - WATER VALVE

**NOTES:**  
 - WATER MAINS 6" AND LARGER SHALL BE DUCTILE IRON PIPE.  
 - PRIOR TO BACKFLOW PREVENTER INSTALLATION, CONTACT BACKFLOW INSPECTOR AT (770) 297-5443.  
 - BACKFLOW PREVENTION DEVICE INSTALLATION REQUIRES A PLUMBING PERMIT TO BE OBTAINED FROM THE CITY OF GAINESVILLE BUILDING INSPECTIONS DEPARTMENT AT (770) 531-8370 BY A MASTER PLUMBER.

CLARENCE BRADLEY WILLIAMSON  
 N/F  
 (DB 892, PG 1630  
 (PB 89, PG 14)  
 PARCEL#15023 000074

OSWALDO ESCOBEDO  
 N/F  
 PARCEL#15015 00001L



**Rochester DEEM**  
 Rochester and Associates, LLC  
 425 Oak St NW, Gainesville, GA 30501  
 770.718.0600 P | www.rochester-assoc.com

**JOE PARKER SPECIAL EVENTS FACILITY**  
 SITE & UTILITY PLAN  
 FOR:  
 JOE PARKER ROAD  
 LOCATED IN  
 HALL COUNTY, GEORGIA  
 3210 JOE PARKER ROAD  
 G.M.D. 411

NO.	DATE	DESCRIPTION	REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE SIGNATURE OF THE ENGINEER OR ARCHITECT ASSOCIATES, LLC, VIOLATES THE SEAL SHOWING HEREON AND ANY LIABILITY ASSOCIATED WITH THESE DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE  
 15' 0' 30' 60'

**GEORGIA REGISTERED PROFESSIONAL ENGINEER**  
 EDWARD F. GIBBS  
 442028  
 EDWARD F. GIBBS  
 EDWARD F. GIBBS

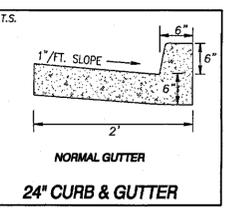
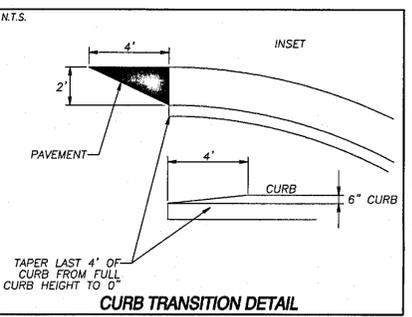
SHEET  
**6**  
 OF  
**25**

DATE: 4/23/2023  
 SCALE: 1" = 30'  
 JOB NO.: G222172-JPR  
 FILE NO.: 025172-PRP  
 DRAWN BY: SWS

**ENTRANCE DRIVE CURVE DATA**

CURVE #1	CURVE #2
P.I. Station = 10+27.70	P.I. Station = 12+04.82
North = 1552771.5421	North = 1552681.8011
East = 2421907.0811	East = 2421754.3744
Delta = 1°34'03" Rt.	Delta = 26°18'35" Rt.
Arc = 5.47'	Arc = 68.89'
Radius = 200.00'	Radius = 150.00'
Chord = 5.47'	Chord = 68.27'
Tangent = 2.74'	Tangent = 35.06'

CURVE #3	CURVE #4
P.I. Station = 12+82.03	P.I. Station = 13+48.31
North = 1552676.1493	North = 1552654.4041
East = 2421676.1376	East = 2421613.0091
Delta = 14°52'30" Lt.	Delta = 12°44'14" Rt.
Arc = 86.28'	Arc = 46.58'
Radius = 332.33'	Radius = 209.52'
Chord = 86.04'	Chord = 46.48'
Tangent = 43.36'	Tangent = 23.39'



N/F  
 EDWARD F. GIBBS &  
 DAWN A. LEVIELLE (DB 6841, PG 384)  
 (PB 94, PG 270)  
 PARCEL#15023B000085

**WATER DISTRIBUTION MATERIALS LIST**

MATERIAL	QUANTITY	UNIT
8"x6" TAPPING SLEEVE	1	EA
6" DIP	286	LF
Fire Hydrant Assembly	1	EA

NOTE: SEE SHEET 25 OF THIS SET FOR WATER NOTES.

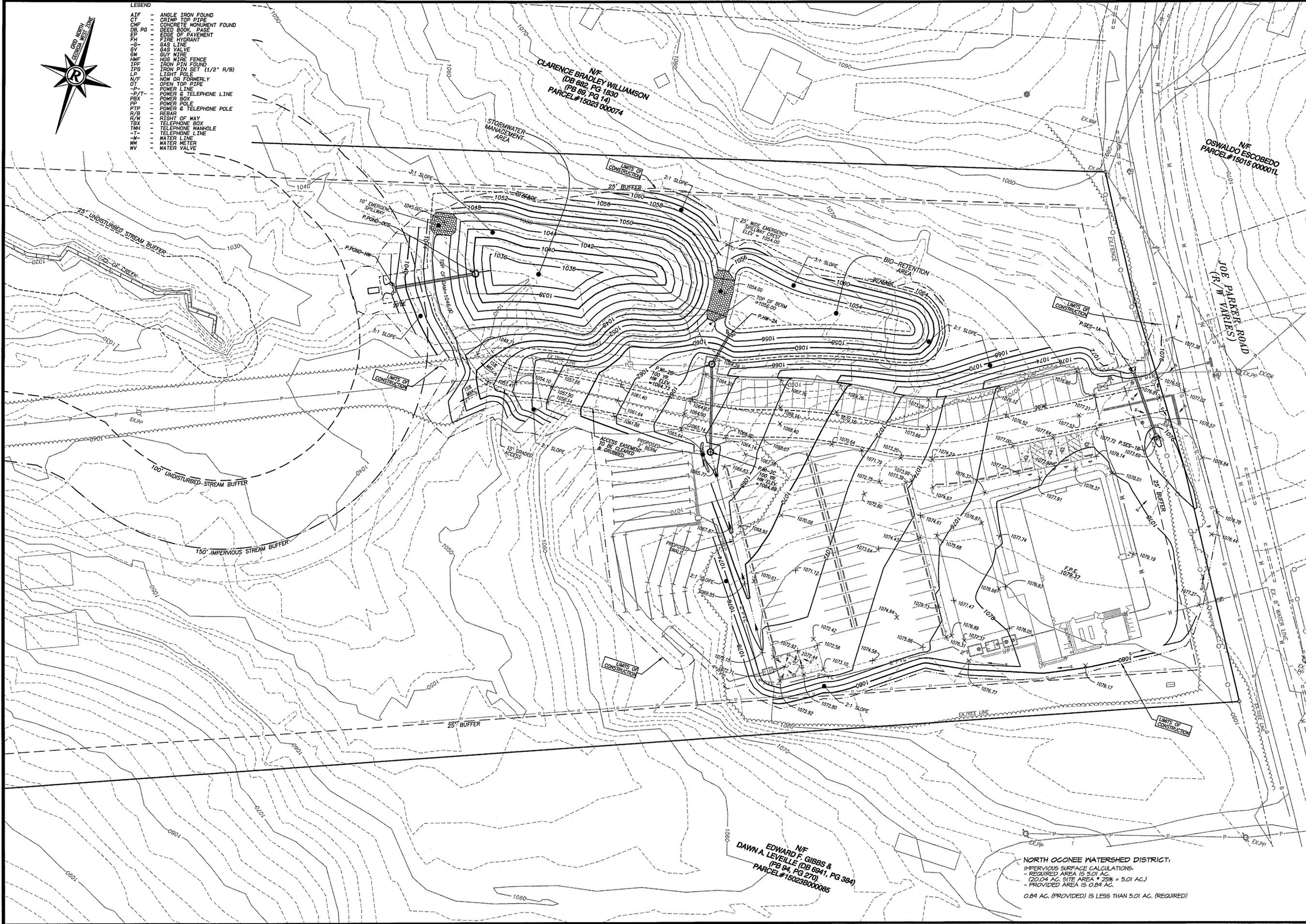
**PARKING CALCULATIONS:**  
 GROSS BUILDING AREA: 1,200 SF  
 PUBLIC ASSEMBLY AREA: 5,630 SF  
 USEABLE FLOOR AREA: 3,475 SF

REQUIRED: 1 SPACE PER 3 SEATS OF PLACES OF PUBLIC ASSEMBLY (241 SEATS / 3 PER SPACE) = 99 SPACES  
 PROVIDED: 99 SPACES (INCLUDING 4 HANDICAP)  
 HANDICAP SPACES REQUIRED: 4 SPACES  
 HANDICAP SPACES PROVIDED: 4 SPACES

**SETBACKS:**  
 FRONT: 25' BUFFER, 30' BUILDING SETBACK  
 SIDE: 25' BUFFER, 20' BUILDING SETBACK  
 REAR: 25' BUFFER, 10' BUILDING SETBACK



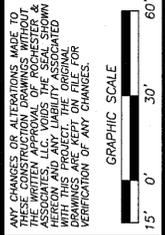
- LEGEND**
- AIF ANGLE IRON FOUND
  - CT CONCRETE TOP PIPE
  - CMF CONCRETE MONUMENT FOUND
  - DB PG DEED BOOK PAGE
  - EP EDGE OF PAVEMENT
  - FH FIRE HYDRANT
  - G GAS LINE
  - GV GAS VALVE
  - GW GUY WIRE
  - HWF HOOD WIRE FENCE
  - IPF IRON PIN FOUND
  - IPF IRON PIN SET (1/2" R/B)
  - LP LIGHT POLE
  - N/F NOD OR FORMERLY
  - OP OPEN TOP PIPE
  - P POWER LINE
  - P/T POWER & TELEPHONE LINE
  - PBX POWER BOX
  - PP POWER POLE
  - PTP POWER & TELEPHONE POLE
  - R/B REAR BERM
  - R/W RIGHT OF WAY
  - TBX TELEPHONE BOX
  - TMH TELEPHONE MANHOLE
  - T TELEPHONE LINE
  - W WATER LINE
  - WM WATER METER
  - WV WATER VALVE



**Rochester** | **BCEM**  
 Rochester and Associates, LLC  
 425 Oak St NW, Gainesville, GA 30501  
 770.718.0600 p | www.rochester-assoc.com

GRADING PLAN  
 FOR  
**JOE PARKER  
 SPECIAL EVENTS FACILITY**  
 LOCATED IN  
 3210 JOE PARKER ROAD  
 HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION	REVISIONS



SHEET  
**7**  
 OF  
**25**

DATE: 4/1/2023  
 SCALE: 1" = 30'  
 JOB NO.: C223173.PPR  
 FILE NO.: C223173.PPR  
 DRAWN BY: SWS

**NORTH OCOONEE WATERSHED DISTRICT:**  
 IMPERVIOUS SURFACE CALCULATIONS:  
 - REQUIRED AREA IS 5.01 AC.  
 - 22.04 AC. SITE AREA \* 25% = 5.01 AC.  
 - PROVIDED AREA IS 0.84 AC.  
 0.84 AC. (PROVIDED) IS LESS THAN 5.01 AC. (REQUIRED)

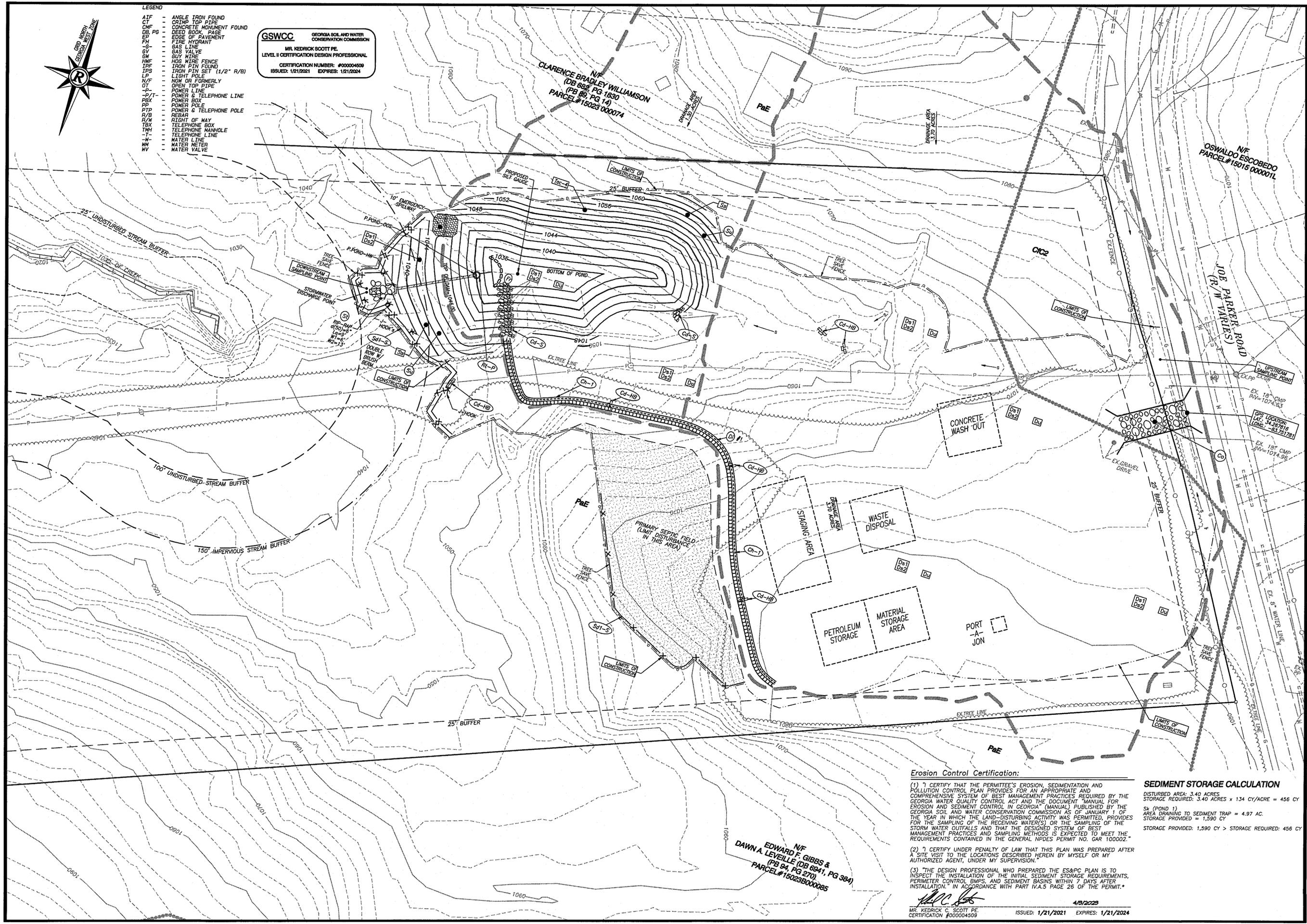


- LEGEND**
- ATF ANGLE IRON FOUND
  - CTF CONCRETE TOP PIPE
  - DB PG DEED BOOK PAGE
  - EP EDGE OF PAVEMENT
  - PH FIRE HYDRANT
  - SL GAS LINE
  - GV GAS VALVE
  - BN GUY WIRE
  - HWF HOOD WIRE FENCE
  - IPF IRON PIN FOUND
  - IPFS IRON PIN SET (1/2" R/B)
  - LP LIGHT POLE
  - N/F NOW OR FORMERLY
  - OT OPEN TOP PIPE
  - P POWER LINE
  - P/T POWER & TELEPHONE LINE
  - PBX POWER BOX
  - PP POWER POLE
  - PTP POWER & TELEPHONE POLE
  - R/W REAR
  - R/W RIGHT OF WAY
  - TBX TELEPHONE BOX
  - TMH TELEPHONE MAINHOLE
  - T WATER LINE
  - W WATER METER
  - WV WATER VALVE

**GSWCC** GEORGIA SOIL AND WATER CONSERVATION COMMISSION

MR. KEDRICK SCOTT PE.  
LEVEL II CERTIFICATION DESIGN PROFESSIONAL

CERTIFICATION NUMBER: #000004509  
ISSUED: 1/21/2021 EXPIRES: 1/21/2024



**Erosion Control Certification:**

- (1) "I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT 'MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA' PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR 100002."
- (2) "I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT, UNDER MY SUPERVISION."
- (3) "THE DESIGN PROFESSIONAL WHO PREPARED THE E&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS, PERIMETER CONTROL BMPs, AND SEDIMENT BASINS WITHIN 7 DAYS AFTER INSTALLATION." IN ACCORDANCE WITH PART I.V.A.5 PAGE 26 OF THE PERMIT."

**SEDIMENT STORAGE CALCULATION**

DISTURBED AREA: 3.40 ACRES  
STORAGE REQUIRED: 3.40 ACRES x 134 CY/ACRE = 456 CY

S# (POND 1)  
AREA DRAINING TO SEDIMENT TRAP = 4.97 AC.  
STORAGE PROVIDED = 1,590 CY

STORAGE PROVIDED: 1,590 CY > STORAGE REQUIRED: 456 CY

**Rochester** **DEEM**

Rochester and Associates, LLC  
425 Oak St NW, Gainesville, GA 30501  
770.718.0600 p | www.rochester-assoc.com

FOR: **JOE PARKER SPECIAL EVENTS FACILITY**

EROSION CONTROL PHASE 1 - INITIAL

LOCATED IN: 3210 JOE PARKER ROAD, HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION	REVISIONS

GRAPHIC SCALE: 1" = 30', 0" = 60'

REGISTERED PROFESSIONAL ENGINEER  
KEDRICK C. SCOTT  
1/21/2021

SHEET **8** OF **25**

DATE: 4/2/2023  
SCALE: 1" = 30'  
JOB NO.: 022173LPR  
FILE NO.: 4CONSLPR  
DRAWN BY: SVS

MR. KEDRICK C. SCOTT PE. ISSUED: 1/21/2021 EXPIRES: 1/21/2024  
CERTIFICATION #000004509

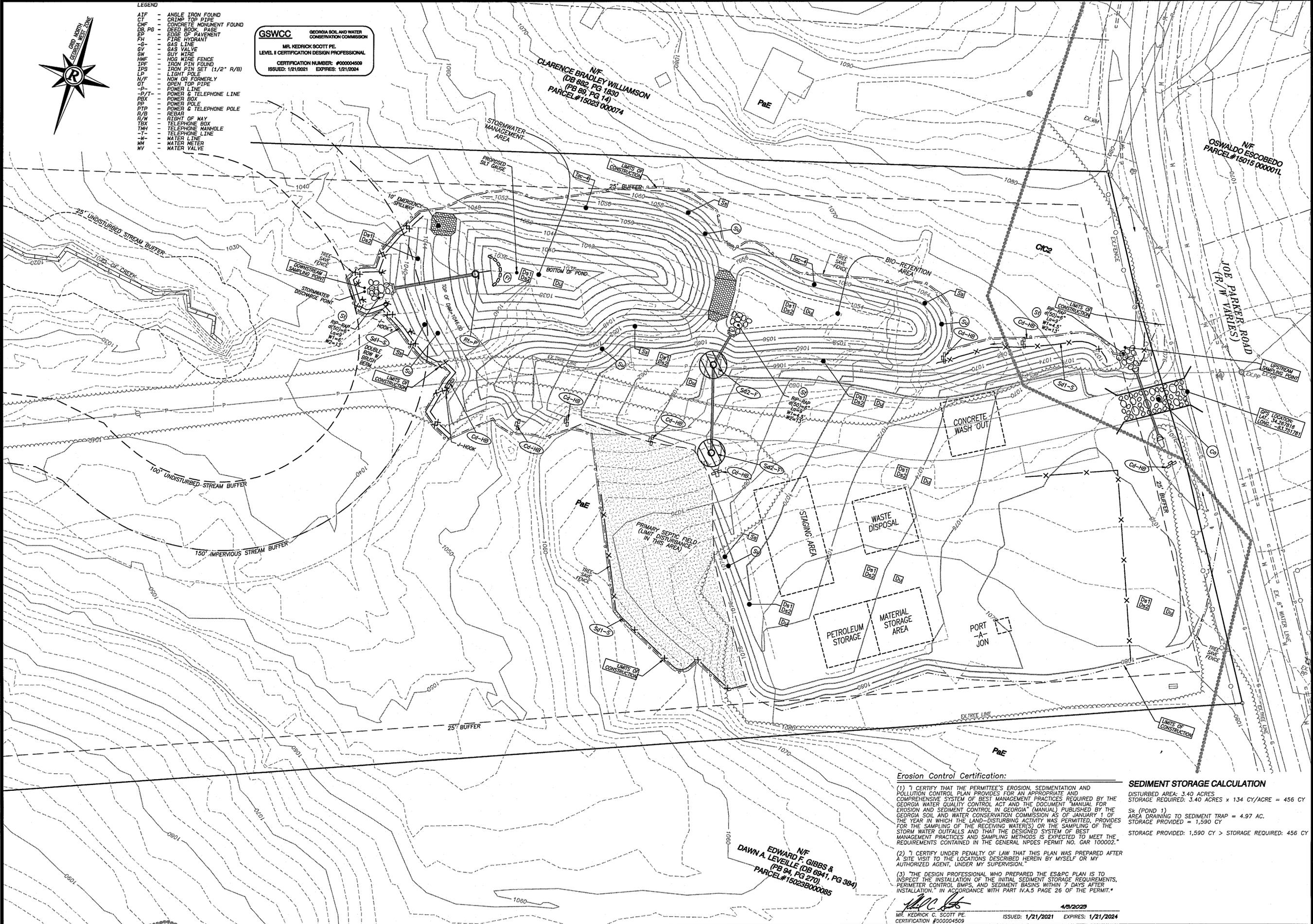


- LEGEND**
- ATF ANGLE IRON FOUND
  - CT CRIMING TOP PIPE
  - CMF CONCRETE MONUMENT FOUND
  - DB, PG DEED BOOK, PAGE
  - EP EDGE OF PAVEMENT
  - FH FIRE HYDRANT
  - GL GAS LINE
  - GV GAS VALVE
  - GW GUY WIRE
  - HWF HOUS WIRE FENCE
  - IPF IRON PIN FOUND
  - LP LIGHT POLE
  - LF LIGHT POLE
  - N/F NOW OR FORMERLY
  - OT OPEN TOP PIPE
  - P POWER LINE
  - P/T POWER & TELEPHONE LINE
  - PBX POWER BOX
  - PP POWER POLE
  - PTP POWER & TELEPHONE POLE
  - REBAR REBAR
  - RLM RIGHT OF WAY
  - TBX TELEPHONE BOX
  - THH TELEPHONE MANHOLE
  - T TELEPHONE LINE
  - W WATER METER
  - WV WATER VALVE

**GSWCC** GEORGIA SOIL AND WATER CONSERVATION COMMISSION

MR. KEDRICK SCOTT PE  
LEVEL II CERTIFICATION DESIGN PROFESSIONAL

CERTIFICATION NUMBER: #000004508  
ISSUED: 1/21/2021 EXPIRES: 1/21/2024



**Erosion Control Certification:**

- (1) I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA," (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR 100002.
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- (3) THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS, PERIMETER CONTROL BMPs, AND SEDIMENT BASINS WITHIN 7 DAYS AFTER INSTALLATION." IN ACCORDANCE WITH PART IV.A.5 PAGE 26 OF THE PERMIT.

*K.C. Scott*  
MR. KEDRICK C. SCOTT PE  
ISSUED: 1/21/2021 EXPIRES: 1/21/2024  
CERTIFICATION #000004508

**SEDIMENT STORAGE CALCULATION**

DISTURBED AREA: 3.40 ACRES  
STORAGE REQUIRED: 3.40 ACRES x 134 CY/ACRE = 456 CY

SK (POND 1)  
AREA DRAINING TO SEDIMENT TRAP = 4.97 AC.  
STORAGE PROVIDED = 1,590 CY

STORAGE PROVIDED: 1,590 CY > STORAGE REQUIRED: 456 CY

**Rochester** | **DCCM**

Rochester and Associates, LLC  
425 Oak St NW, Gainesville, GA 30501  
770.718.0600 p | www.rochester-assoc.com

EROSION CONTROL PHASE 2 - INTERMEDIATE

FOR:

**JOE PARKER SPECIAL EVENTS FACILITY**

LOCATED IN C.M.D.# 14  
3210 JOE PARKER ROAD  
HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION	REVISIONS



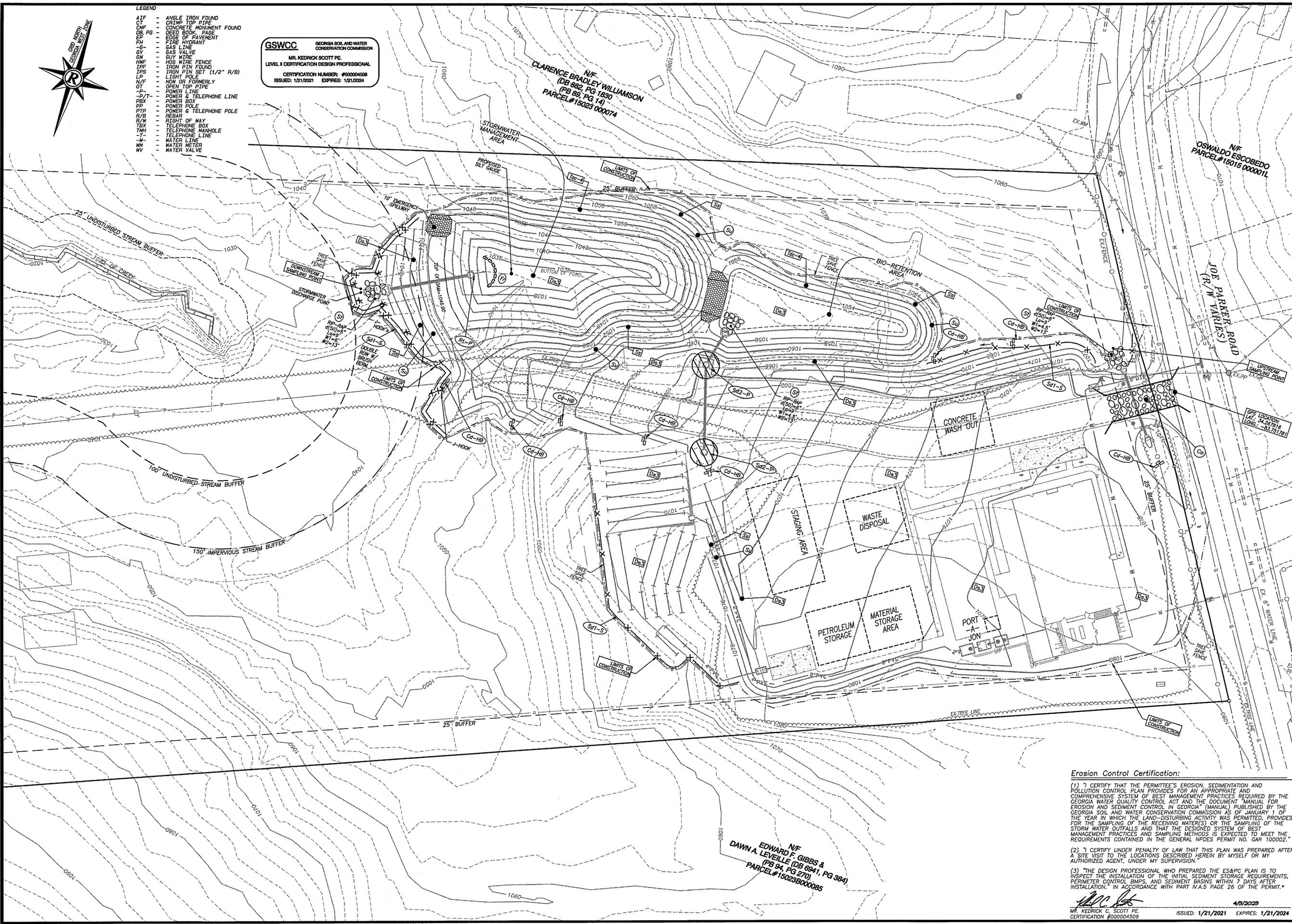
SHEET  
**9**  
OF  
**25**

DATE: 4/7/2023  
SCALE: 1" = 30'  
FILE NO.: C2023174.DWG  
DRAWN BY: SWS



- LEGEND**
- ATF ANGLE IRON FOUND
  - CTF CONCRETE TOP PIPE
  - CMF CONCRETE MONUMENT FOUND
  - DB PG DEED BOOK PAGE
  - EP EDGE OF PAVEMENT
  - FH FIRE HYDRANT
  - GL GAS LINE
  - GV GAS VALVE
  - GW GUY WIRE
  - HWF HOG WIRE FENCE
  - IPF IRON PIN FOUND
  - LP LIGHT POLE
  - IPF IRON PIN FOUND
  - LP LIGHT POLE (1/2" R/B)
  - N/F NOW OR FORMERLY
  - OP OPEN TOP PIPE
  - PT POWER & TELEPHONE LINE
  - PBX POWER BOX
  - PP POWER POLE
  - PTP POWER & TELEPHONE POLE
  - R/B REBAR
  - R/W RIGHT OF WAY
  - TBX TELEPHONE BOX
  - TMH TELEPHONE MANHOLE
  - T- TELEPHONE LINE
  - H- WATER LINE
  - WM WATER METER
  - WV WATER VALVE

**GSWCC** GEORGIA SOIL AND WATER CONSERVATION COMMISSION  
 MR. KEDRICK SCOTT PE.  
 LEVEL II CERTIFICATION DESIGN PROFESSIONAL  
 CERTIFICATION NUMBER: #000004509  
 ISSUED: 1/21/2021 EXPIRES: 1/21/2024



**Rochester** | **DCCM**  
 Rochester and Associates, LLC  
 425 Oak St NW, Gainesville, GA 30501  
 770.718.0600 p | www.rochester-assoc.com

EROSION CONTROL PHASE 3 - FINAL  
 FOR:  
**JOE PARKER SPECIAL EVENTS FACILITY**  
 LOCATED IN C.M.D.# 4 ROAD  
 3210 JOE PARKER ROAD  
 HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION	REVISIONS

GRAPHIC SCALE: 1" = 30', 0', 30', 60'



**Erosion Control Certification:**

(1) I CERTIFY THAT THE PERMITTEE'S EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN PROVIDES FOR AN APPROPRIATE AND COMPREHENSIVE SYSTEM OF BEST MANAGEMENT PRACTICES REQUIRED BY THE GEORGIA WATER QUALITY CONTROL ACT AND THE DOCUMENT "MANUAL FOR EROSION AND SEDIMENT CONTROL IN GEORGIA" (MANUAL) PUBLISHED BY THE GEORGIA SOIL AND WATER CONSERVATION COMMISSION AS OF JANUARY 1 OF THE YEAR IN WHICH THE LAND-DISTURBING ACTIVITY WAS PERMITTED, PROVIDES FOR THE SAMPLING OF THE RECEIVING WATER(S) OR THE SAMPLING OF THE STORM WATER OUTFALLS AND THAT THE DESIGNED SYSTEM OF BEST MANAGEMENT PRACTICES AND SAMPLING METHODS IS EXPECTED TO MEET THE REQUIREMENTS CONTAINED IN THE GENERAL NPDES PERMIT NO. GAR 100002.

(2) I CERTIFY UNDER PENALTY OF LAW THAT THIS PLAN WAS PREPARED AFTER A SITE VISIT TO THE LOCATIONS DESCRIBED HEREIN BY MYSELF OR MY AUTHORIZED AGENT UNDER MY SUPERVISION.

(3) THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS, PERIMETER CONTROL BMPs, AND SEDIMENT BASINS WITHIN 7 DAYS AFTER INSTALLATION, IN ACCORDANCE WITH PART IV.A.5 PAGE 26 OF THE PERMIT.

MR. KEDRICK C. SCOTT PE. ISSUED: 1/21/2021 EXPIRES: 1/21/2024  
 CERTIFICATION #000004509

SHEET 10 OF 25  
 DATE: 4/9/2023  
 SCALE: 1" = 30'  
 JOB NO.: 022317LJPR  
 FILE NO.: CENST.ppt  
 DRAWN BY: SWG

EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST STAND ALONE CONSTRUCTION PROJECTS											
Project Name: JOE PARKER SPECIAL EVENTS FACILITY Address: 3210 JOE PARKER ROAD City/County: Gainesville/Hall County Date on Plan: 4/3/2023 Name & email of person filling out checklist: Stephen Scott krdick@rochester-assoc.com											
Plan Page #	Included Y/N	TO BE SHOWN ON ES&PC PLAN									
11	Y	1. The applicable Erosion, Sedimentation and Pollution Control Plan Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.									
8-11	Y	2. Level II certification number issued by the Commission, signature and seal of the certified design professional.									
N/A	Y	3. Limits of disturbance shall be no greater than 50 acres at any one time without prior written authorization from the EROSION CONTROL DISTRICT. If the disturbed area is greater than 50 acres at any one time, the Plan must include at least 4 of the BMPs listed in Appendix 1 of this checklist.									
1411	Y	4. The name and phone number of the 24-hour local contact responsible for erosion, sedimentation and pollution controls.									
1411	Y	5. Provide the name, address, email address, and phone number of primary permittee.									
2411	Y	6. Note total and disturbed acreage of the project or phase under construction.									
1.8-10	Y	7. Provide the GPS location of the construction exit for the site. Give the Latitude and Longitude in decimal degree.									
ALL	Y	8. Initial date of the Plan and the dates of any revisions made to the Plan including the entity who requested the revisions.									
11	Y	9. Description of the nature of construction activity.									
1	Y	10. Provide vicinity map showing site location to surrounding areas. Include designation of specific phases, if necessary.									
11	Y	11. Identify the project receiving waters and describe all sensitive adjacent areas including streams, lakes, residential areas, wetlands, marshlands, etc. which may be affected.									
8-11	Y	12. Design professional's certification statement and signature that the site was visited prior to development of the ES&PC Plan as stated on Part IV page 19 of the permit.									
8-11	Y	13. Design professional's certification statement and signature that the permittee's ES&PC Plan provides for an appropriate and comprehensive system of BMPs and sampling to meet permit requirements as stated on Part IV page 19 of the permit.									
8-11	Y	14. Clearly note the statement that "The design professional who prepared the ES&PC Plan is to inspect the installation of the initial sediment storage requirements and perimeter control BMPs within 7 days after installation."									
11	Y	15. Clearly note the statement that "Non-empt activities shall not be conducted within the 25 or 50-foot undisturbed stream buffers as measured from the point of treated vegetation or within 25-foot of the coastal marshland buffer as measured from the Jurisdictional Determination Line without first acquiring the necessary variances and permits."									
11	Y	16. Provide a description of any buffer encroachments and indicate whether a buffer variance is required.									
11	Y	17. Clearly note the statement that "Amendments/revisions to the ES&PC Plan which have a significant effect on BMPs with a hydraulic component must be certified by the design professional."									
11	Y	18. Clearly note the statement that "Waste materials shall not be discharged to waters of the State, except as authorized by a Section 404 permit."									
11	Y	19. Clearly note the statement that "The escape of sediment from the site shall be prevented by the installation of erosion and sediment control measures and practices prior to land disturbing activities."									
11	Y	20. Clearly note the statement that "Erosion control measures will be maintained at all times. If full implementation of the approved plan does not provide for effective erosion control, additional erosion and sediment control measures shall be implemented to control or treat the sediment source."									
11	Y	21. Clearly note the statement "Any disturbed area left exposed for a period greater than 14 days shall be stabilized with mulch or temporary seeding."									
11	Y	22. Any construction activity which discharges storm water into an Impaired Stream Segment, or within 1 linear mile upstream of and within the same watershed as, any portion of an Impaired Stream Segment must comply with Part B.5 of the Permit. Include the completed Appendix 1 listing of the BMPs that will be used for those areas of the site which discharge to the Impaired Stream Segment.									
11	Y	23. If a TMDL Implementation Plan for sediment has been finalized for the Impaired Stream Segment (identified in Item 22 above) at least six months prior to submitting a NOI, the ES&PC Plan must address any site-specific conditions or requirements included in the TMDL Implementation Plan.									
8-10	Y	24. BMPs for concrete washdown of tools, concrete mixer chutes, hoppers and the rear of the vehicles. Washout of the drum at the construction site is prohibited.									
8-10,11	Y	25. Provide BMPs for the remediation of oil petroleum spills and leaks.									
11	Y	26. Description of the measures that will be installed during the construction process to control pollutants in storm water that will occur after construction operations have been completed.									
11	Y	27. Description of practices to provide cover for building materials and building products on site.									
11	Y	28. Description of the practices that will be used to reduce the pollutants in storm water discharges.									
1	Y	29. Description and chart or timeline of the intended sequence of major activities which disturb soils for the major portions of the site (i.e., initial perimeter and sediment storage BMPs, clearing and grubbing activities, excavation activities, utility activities, temporary and final stabilization).									
11	Y	30. Provide complete requirements of inspections and record keeping by the primary permittee.									
11	Y	31. Provide complete requirements of sampling frequency and reporting of sampling results.									
11	Y	32. Provide complete details for retention of records as per Part IV.F. of the permit.									
11	Y	33. Description of analytical methods to be used to collect and analyze the samples from each location.									
8-10	Y	34. Appendix B Rationale for NTU values of all outfall sampling points where applicable.									
8-10	Y	35. Delineate all sampling locations, perennial and intermittent streams and other water bodies into which storm water is discharged.									
8-10	Y	36. A description of appropriate controls and measures that will be implemented at the construction site including: (1) Initial sediment storage requirements and perimeter control BMPs; (2) Final perimeter control BMPs; (3) Final sediment storage BMPs; (4) Final stabilization BMPs; (5) Final mulch or temporary seeding BMPs; and (6) Final stabilization BMPs. For construction sites where there will be no more grading and the final perimeter control BMPs, intermediate grading and drainage BMPs, and final BMPs on the same, the Plan may combine all of the items into a single phase.									
ALL	Y	37. Graphic scale and north arrow.									
8-10	Y	38. Existing and proposed contour lines with contour lines drawn at an interval in accordance with the following: <table border="1" style="margin-left: 20px;"> <thead> <tr> <th>Map Scale</th> <th>Field Slope</th> <th>Contour Interval, Ft.</th> </tr> </thead> <tbody> <tr> <td>1 inch = 100 ft or larger scale</td> <td>0.5 or 1</td> <td>1 or 2</td> </tr> <tr> <td>1 inch = 200 ft or smaller scale</td> <td>0.5 or 1</td> <td>2.5 or 10</td> </tr> </tbody> </table>	Map Scale	Field Slope	Contour Interval, Ft.	1 inch = 100 ft or larger scale	0.5 or 1	1 or 2	1 inch = 200 ft or smaller scale	0.5 or 1	2.5 or 10
Map Scale	Field Slope	Contour Interval, Ft.									
1 inch = 100 ft or larger scale	0.5 or 1	1 or 2									
1 inch = 200 ft or smaller scale	0.5 or 1	2.5 or 10									
11	N/A	39. Use of alternative BMPs whose performance has been documented to be equivalent to or superior to conventional BMPs as certified by a Design Professional (unless approved by EPA or the Georgia Soil and Water Conservation Commission). Alternative BMPs shall be located at www.gswcc.com.									
11	N/A	40. Use of alternative BMP for application to the Equivalent BMP List. Please refer to Appendix A-2 of the Manual for Erosion and Sediment Control in Georgia 2016 Edition.									
8-10	Y	41. Delineation of the applicable 25-foot or 50-foot undisturbed buffers adjacent to state waters and any additional buffers required by the permit. Clearly note and delineate all areas of impact to the 25-foot or 50-foot undisturbed buffers.									
8-10	Y	42. Delineation of on-site wetlands and all State waters located on and within 200 feet of the project site.									
8-10	Y	43. Delineation and acreage of contributing drainage basins on the project site.									
11	Y	44. Provide hydrology study and maps of drainage basins for both the pre- and post-development conditions.									
11	Y	45. An estimate of the runoff coefficient or peak discharge flow of the site prior to and after construction activities are completed.									
16	Y	46. Storm-drain pipe and wall velocities with appropriate outlet protection to accommodate discharges without erosion. Identify/delineate all storm water discharge points.									
8-10,13	Y	47. Soil series for the project site and their delineation.									
8-11	Y	48. The limits of disturbance for each phase of construction.									
8-9	Y	49. Provide a minimum of 67 cubic yards of sediment traps per acre drained using a temporary sediment basin, retrofitted detention pond, and/or excavated inlet sediment traps for each common drainage location. Sediment storage volume must be in place prior to and during all land disturbance. Stabilization of the site has been achieved. A written justification explaining the decision to use equivalent controls when a sediment basin is not attainable must be included in the plan for each common drainage location. If a sediment basin is not provided, a written justification as to why 67 cubic yards of storage is not attainable must also be given. Washwaters from the Manual must be included for structural BMPs and all calculations used by the design professional to obtain the required sediment storage when using equivalent controls. When discharging from sediment basins and impoundments, permittees are required to install silt traps and other structures that stabilize water on the surface area. If such structures stabilize water on the surface area is not feasible, a written justification explaining this decision must be included in the plan.									
12-16	Y	50. Location of Best Management Practices that are consistent with, and no less stringent than, the Manual for Erosion and Sediment Control in Georgia. Use uniform coding symbols from the Manual, Chapter 6, with legend.									
12-16	Y	51. Provide detailed drawings for all structural practices. Specifications must, at a minimum, meet the guidelines set forth in the Manual for Erosion and Sediment Control in Georgia.									
12-16	Y	52. Provide vegetative plan, noting all temporary and permanent vegetative practices. Include species, planting dates and seeding rates. Note the planting and maintenance plan site specific for appropriate time of year that seeding will take place and for the appropriate geographic region of Georgia.									
* If using this checklist for a project that is less than 1 acre and not part of a common development within 200 feet of a perennial stream, the "checkbox" items need not be N/A.		Effective January 1, 2023									

CONSTRUCTION CHECKLIST NOTES:	
7. CONSTRUCTION EXIT GPS LOCATIONS: SHOWN ON EROSION PLANS.	
9. DESCRIPTION OF CONSTRUCTION ACTIVITY: ENTRY DRIVE TO EVENT FACILITY WITH PARKING.	
11(A). RECEIVING WATERS: TRIBUTARY NO. 22 OF NORTH COONEE RIVER.	
14. THE DESIGN PROFESSIONAL WHO PREPARED THE ES&PC PLAN IS TO INSPECT THE INSTALLATION OF THE INITIAL SEDIMENT STORAGE REQUIREMENTS AND PERIMETER CONTROL BMPs WITHIN 7 DAYS AFTER INSTALLATION.	
15. NON-EMPT ACTIVITIES SHALL NOT BE CONDUCTED WITHIN THE 25 OR 50-FOOT UNDISTURBED STREAM BUFFERS AS MEASURED FROM THE POINT OF TREATED VEGETATION OR WITHIN 25-FEET OF COASTAL MARSHLAND BUFFER AS MEASURED FROM THE JURISDICTIONAL DETERMINATION LINE WITHOUT FIRST ACQUIRING THE NECESSARY VARIANCES AND PERMITS.	
16. THERE IS NO STREAM BUFFER VARIANCE REQUIRED. NO STREAM CROSSING WILL BE CONSTRUCTED UNDER THIS SET OF PLANS. CROSSING SHOWN WILL BE IN A FUTURE DEVELOPMENT.	
17. AMENDMENTS/REVISIONS TO THE ES&PC PLAN WHICH HAVE A SIGNIFICANT EFFECT ON BMPs WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.	
18. WASTE MATERIALS SHALL NOT BE DISCHARGED TO WATERS OF THE STATE, EXCEPT AS AUTHORIZED BY A SECTION 404 PERMIT.	
19. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES AND PRACTICES PRIOR TO LAND DISTURBING ACTIVITIES.	
20. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.	
21. ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 14 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.	
22. THE PROJECT SITE IS NOT LOCATED WITHIN 1 LINEAR MILE FROM AN IMPAIRED STREAM.	
23. N/A	
24. BMPs FOR CONCRETE WASHDOWN OF TOOLS, MIXER CHUTES, AND REAR OF VEHICLES ARE SHOWN ON THE ES&PC PLANS. CONCRETE TRUCK DRUMS MAY NOT BE WASHED OUT ON-SITE.	
25. SOIL CLEANUP AND CONTROL PRACTICES FOR SPILLS & LEAKS	
* LOCAL, STATE AND MANUFACTURER'S RECOMMENDED METHODS FOR SOIL CLEANUP WILL BE CLEARLY POSTED AND PROCEDURES WILL BE MADE AVAILABLE TO SITE PERSONNEL.	
* MATERIAL AND EQUIPMENT NECESSARY FOR SPILL CLEANUP WILL BE KEPT IN THE MATERIAL STORAGE AREAS. TYPICAL MATERIAL AND EQUIPMENT INCLUDES, BUT IS NOT LIMITED TO, BROOMS, DUSTPANS, MOPS, GLOVES, GOGGLES, CAT LITTER, SAND, SAWDUST AND PROPERLY LABELED PLASTIC AND METAL WASTE CONTAINERS.	
* SPILL PREVENTION PRACTICES AND PROCEDURES WILL BE REVIEWED AFTER A SPILL AND ADJUSTED AS NECESSARY TO FUTURE SPILLS.	
* ALL SPILLS WILL BE CLEANED UP IMMEDIATELY UPON DISCOVERY. ALL SPILLS WILL BE REPORTED AS REQUIRED BY LOCAL, STATE AND FEDERAL REGULATIONS.	
* FOR SPILLS THAT IMPACT SURFACE WATER (LEAVE A SHEEN ON SURFACE WATER), THE NATIONAL RESPONSE CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 1-800-424-8802.	
* FOR SPILLS OF AN UNKNOWN AMOUNT, THE NATIONAL CENTER (NRC) WILL BE CONTACTED WITHIN 24 HOURS AT 1-800-424-8802.	
* FOR SPILLS GREATER THAN 25 GALLONS AND NO SURFACE WATER IMPACTS, THE GEORGIA EPD WILL BE CONTACTED WITHIN 24 HOURS.	
* FOR SPILLS LESS THAN 25 GALLONS AND NO SURFACE WATER IMPACTS, THE SPILL WILL BE CLEANED UP AND LOCAL AGENCIES WILL BE CONTACTED AS REQUIRED.	
* MORE THAN 1320 GALLONS OF EQUIPMENT OR IF ANY ONE PIECE OF EQUIPMENT HAS A CAPACITY GREATER THAN 500 GALLONS, THE CONTRACTOR WILL NEED A SPILL PREVENTION CONTAINMENT AND COUNTER MEASURES PLAN BY THAT LICENSED PROFESSIONAL.	
26. BMPs INSTALLED IN THE FINAL PHASE 3 PLAN ARE INTENDED TO CONTROL POLLUTANTS IN STORM WATER AFTER CONSTRUCTION IS COMPLETE.	
27. FOR BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS PRESENT ON THE SITE, PERMANENT SHEETING, TEMPORARY ROOFS TO MINIMIZE THE EXPOSURE OF THESE PRODUCTS TO PRECIPITATION AND TO STORMWATER, OR TEMPORARILY EFFECTIVE MEANS DESIGNED TO MINIMIZE THE EXPOSURE OF THESE AREAS. MINIMIZATION OF EXPOSURE IS NOT REQUIRED IN CASES WHERE EXPOSURE TO PRECIPITATION AND TO STORMWATER WILL NOT RESULT IN A DISCHARGE OF POLLUTANTS, OR WHERE EXPOSURE OF A SPECIFIC MATERIAL OR PRODUCT POSSES LITTLE RISK TO STORMWATER CONTAMINATION (SUCH AS FINAL PRODUCTS AND MATERIALS INTENDED FOR OUTDOOR USE).	
28. EROSION CONTROL BMPs ARE UTILIZED TO REDUCE POLLUTANTS IN STORM WATER DISCHARGES. THESE INCLUDE SEDIMENT TRAPS, PONDS, PERIMETER CONTROLS, AND TEMPORARY & PERMANENT VEGETATIVE COVER.	
PETROLEUM BASED PRODUCTS-CONTAINERS FOR PRODUCTS SUCH AS FUELS, LUBRICANTS, AND TARS WILL BE INSPECTED DAILY FOR LEAKS AND SPILLS. THIS INCLUDES ON-SITE VEHICLE AND MACHINERY DAILY INSPECTIONS AND REGULAR PREVENTATIVE MAINTENANCE OF SUCH EQUIPMENT. MAINTENANCE AREAS WILL BE LOCATED AWAY FROM STATE WATER, NATURAL DRAINS AND STORMWATER DRAINAGE INLETS. IN ADDITION, TEMPORARY FUELING TANKS SHALL HAVE A SECONDARY CONTAINMENT LAYER TO PREVENT OR MINIMIZE SITE CONTAMINATION. DISCHARGE OF OILS, FUELS, LUBRICANTS IS PROHIBITED. PROPER DISPOSAL METHODS WILL INCLUDE COLLECTION IN A SUITABLE CONTAINER AND DISPOSAL AS REQUIRED BY LOCAL AND STATE REGULATIONS.	
PAINTS/FINISHES/SOLVENTS-ALL PRODUCTS WILL BE STORED IN TIGHTLY SEALED ORIGINAL CONTAINERS WHEN NOT IN USE. EXCESS PRODUCT WILL NOT BE DISCHARGED TO THE STORM WATER COLLECTION SYSTEM. EXCESS PRODUCT, MATERIALS USED WITH THESE PRODUCTS AND PRODUCT CONTAINERS WILL BE DISPOSED OF ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.	
CONCRETE TRUCK WASHING-NO CONCRETE TRUCKS WILL BE ALLOWED TO WASH OUT THE DRUM ON-SITE.	
FERTILIZER/HERBICIDES-THese PRODUCTS WILL BE APPLIED AT RATES THAT DO NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS OR ABOVE THE GUIDELINES SET FORTH IN THE CROP ESTABLISHMENT OR IN THE GSWCC MANUAL FOR EROSION CONTROL. ANY STORAGE OF THESE MATERIALS WILL BE UNDER ROOF IN SEALED CONTAINERS.	
29. TIMELINE SCHEDULE SHOWN ON THE COVER SHEET C1.1	
Soil Cleanup and Control Practices	
* Local state and manufacturer's recommended methods for spill cleanup will be clearly posted and made available to site personnel.	
* Material and equipment necessary for spill cleanup will be kept in the material storage areas. Typical materials and equipment includes, but is not limited to, brooms, dustpans, mops, rags, gloves, goggles, cat litter, sand, sawdust and properly labeled plastic and metal waste containers.	
* Spill prevention practices and procedures will be reviewed after a spill and adjusted as necessary to prevent future spills.	
* All spills will be cleaned up immediately upon discovery. All spills will be reported as required by local state, and federal regulations.	
* For spills that impact surface water (leave a sheen on surface water), the national response center (nrc) will be contacted within 24 hours at 1-800-424-8802.	
* For spills of an unknown amount, the national response center (nrc) will be contacted within 24 hours at 1-800-424-8802.	
* For spills greater than 25 gallons and no surface water impacts occur, the georgia epd will be contacted within 24 hours.	
* For spills less than 25 gallons and no surface water impacts occur, the spill will be cleaned up and local agencies will be contacted as required.	
* More than 1320 gallons of equipment or if any one piece of equipment has a capacity greater than 500 gallons, the contractor will need a spill prevention containment and counter measures plan prepared by that licensed professional.	
PROTECTION OF BUILDING MATERIAL STORAGE	
PLASTIC SHEETING & TARPS SHALL BE USED TO COVER BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE, AND OTHER MATERIALS IN ORDER TO MINIMIZE EXPOSURE TO PRECIPITATION AND TO STORMWATER.	

30. INSPECTIONS & RECORD KEEPING (GAR10001-IND.4.0)	
a. Permittee requirements.	
(1). Each day when any type of construction activity has taken place at a primary permittee site, certified personnel provided by the primary permittee shall inspect (a) all areas of the primary permittee site where petroleum products are stored, used, or handled for spills and leaks from vehicles and equipment and (b) all locations of the primary permittee site where vehicles enter or exit the site for evidence of off-site sediment tracking. These inspections must be conducted until a Notice of Termination is submitted.	
(2). Measure and record rainfall within disturbed areas of the site that have not met final stabilization every 24 hours except any non-working Saturday, non-working Sunday and non-working Federal holiday. Measurements of rainfall may be suspended if all areas of the site have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region.	
(3). Certified personnel (provided by the primary permittee) shall inspect the following at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inches rainfall or greater (unless such storm ends after 5:00 PM on any Friday or on any non-working Saturday, non-working Sunday or any non-working Federal holiday) in that area that was not inspected by the end of the next business day and/or working day, whichever occurs first: (a) disturbed areas of the primary permittee construction site; (b) areas used by the primary permittee for storage of materials that are exposed to precipitation; and (c) structural control measures, erosion and sediment control measures identified in the Plan applicable to the primary permittee site shall be observed to ensure that they are operating correctly; (d) structural control measures, erosion and sediment control measures identified in the Plan shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters; (e) for areas of a site that have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region, the permittee must comply with Part IV.D.4.(4). These inspections must be conducted until a Notice of Termination is submitted.	
(4). Certified personnel (provided by the primary permittee) shall inspect at least once per month during the term of this permit (i.e., until a Notice of Termination has been submitted) the areas of the site that have undergone final stabilization or established a crop of annual vegetation and a seeding of target perennials appropriate for the region. These areas shall be inspected for evidence of, or the potential for, pollutants entering the drainage system and the receiving water(s). Erosion and sediment control measures identified in the Plan shall be observed to ensure that they are operating correctly. Where discharge locations or outfalls are identified, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving water(s).	
(5). Based on the results of each inspection, the site description and the pollution prevention and control measures identified in the Erosion, Sedimentation and Pollution Control Plan, the Plan shall be revised as appropriate not later than seven (7) calendar days following each inspection. Implementation of such changes shall be made as soon as practical but in no case later than seven (7) calendar days following each inspection.	
(6). A report of each inspection that includes the name(s) of certified personnel making each inspection, the date(s) of each inspection, construction phase (i.e., initial, intermediate or final), major observations relating to the implementation of the Erosion, Sedimentation and Pollution Control Plan, and actions taken in accordance with Part IV.D.4.(5) of the permit shall be made and retained at the site or be readily available at a designated alternate location until the entire site or that portion of a construction site that has been inspected has undergone final stabilization and a Notice of Termination is submitted to EPD. Such reports shall be readily available by end of the second business day and/or working day and shall identify all incidents of best management practices that have not been properly installed and/or maintained as described in the Plan. Where the report does not identify any incidents, the inspection report shall contain a certification that the best management practices are in compliance with Part IV.G.2. of this permit.	
31a. SAMPLING FREQUENCY (GAR 10001 IND.6.0)	
(1). The primary permittee must sample in accordance with the Plan at least once for each rainfall event described below. For a qualifying event, the permittee shall sample at the beginning of any stormwater discharge to a monitored receiving water(s) or from a monitored outfall location within in forty-five (45) minutes or as soon as possible.	
(2). However, where manual and automatic sampling is impossible (as defined in this permit), or are beyond the permittee control, the permittee shall take samples as soon as possible, but in no case more than twelve (12) hours after the beginning of the stormwater discharge.	
(3). Sampling by the permittee shall occur for the following qualifying events:	
(a). For each area of the site that discharges to a receiving water or from an outfall, the first rain event that reaches or exceeds 0.5 inch with a stormwater discharge that occurs during normal business hours as defined in this permit after all clearing and grubbing operations have been completed, but prior to completion of mass grading operations, in the drainage area of the location selected as the sampling location;	
(b). In addition to (a) above, for each area of the site that discharges to a receiving water or from an outfall, the first rain event that reaches or exceeds 0.5 inch with a stormwater discharge that occurs during normal business hours as defined in this permit either 90 days after the first sampling event or after all mass grading operations have been completed, but prior to submittal of a NOI, in the drainage area of the location selected as the sampling location, whichever comes first;	
(c). At all times of sampling performed pursuant to (a) and (b) above, if BMPs in any area of the site that discharges to a receiving water or from an outfall are not properly installed, installed and maintained, corrective action shall be defined and implemented within two (2) business days, and turbidity samples shall be taken from discharges from that area of the site for each subsequent rain event that reaches or exceeds 0.5 inch during normal business hours* until the selected turbidity standard is attained, or until post-storm event inspections determine that BMPs are properly designed, installed and maintained;	
(d). Where sampling pursuant to (a), (b) or (c) above is required but not possible (or not performed) due to the permittee's inability to access the sampling location, the permittee, in accordance with Part IV.D.4.(6), must include a written justification in the inspection report of why sampling was not performed. Providing this justification does not relieve the permittee of any subsequent sampling obligations under (a), (b) or (c) above; and	
(e). Existing construction activities, i.e., those that are occurring on or before the effective date of this permit that have met the sampling required by (a) above shall sample in accordance with (b). Those existing construction activities that have met the sampling required by (b) above shall not be required to conduct additional sampling other than as required by (c) above.	
*The permittee may choose to meet the requirements of (a) and (b) above by collecting turbidity samples from any rain event that reaches or exceeds 0.5 inch and allows for sampling at any time of the day or week.	
31b. REPORTING (GAR 10001 IV.F)	
1. The applicable permittee are required to submit the sampling results to the EPD at the address shown in Part II.C. by the fifteenth day of the month following the reporting period. Reporting periods are monthly during which samples are taken. If sampling occurs on a date other than the first day of the month, the sampling results shall be reported in a clearly legible format. Upon written notification, EPD may require the applicable permittee to submit the sampling results on a more frequent basis. Sampling and analysis of any stormwater discharge(s) or the receiving water(s) beyond the sampling location stated in this permit must be reported in a similar manner to the EPD. The sampling reports must be signed in accordance with Part V.G.2. Sampling reports must be submitted to EPD using the electronic submittal service provided by EPD. Sampling reports must be submitted to EPD until such time as a NOI is submitted in accordance with Part VI.	
2. All sampling reports shall include the following information:	
a. The rainfall amount, date, exact place and time of sampling or measurements;	
b. The name(s) of the certified personnel who performed the sampling and measurements;	
c. The date(s) analyses were performed;	
d. The (m/s) of analyses were performed;	
e. The name(s) of the certified personnel who performed the analyses;	
f. References and written procedures, when available, for the analytical techniques or methods used;	
g. The results of such analyses, including the bench sheets, instrument readings, computer disks or tapes, etc., used to determine these results;	
h. Results which exceed 1000 NTU shall be reported as "exceeds 1000 NTU"; and	
i. Certification statement that sampling was conducted as per the Plan.	
3. All written correspondence required by this permit shall be submitted by return receipt certified mail (or similar service) to the appropriate District Office of the EPD according to the schedule in Appendix A of this permit. The permittee shall retain a copy of the proof of submittal at the construction site or the proof of submittal shall be readily available at a designated location from commencement of construction until such time as a NOI is submitted in accordance with Part VI.	
32. RETENTION OF RECORDS (GAR 10001 IV.F)	
1. The primary permittee shall retain the following records at the construction site or the records shall be readily available at a designated alternate location from commencement of construction until such time as a NOI is submitted in accordance with Part VI:	
a. A copy of all Notices of Intent submitted to EPD;	
b. A copy of all Erosion, Sedimentation and Pollution Control Plans required by this permit;	
c. The design professional's report of the results of the inspection conducted in accordance with Part IV.A.5. of this permit;	
d. A copy of all sampling information, results, and reports required by this permit;	
e. A copy of all inspection reports generated in accordance with Part IV.D.4. of this permit;	
f. A copy of all violation summaries and violation summary reports generated in accordance with Part III.B.2. of this permit;	
g. Daily rainfall information collected in accordance with Part IV.D.4.(2). of this permit.	
2. Copies of all Notices of Intent, Notices of Termination, inspection reports, sampling reports (including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation) or other reports requested by the EPD, Erosion, Sedimentation and Pollution Control Plans, records of all data used to complete the Notice of Intent to be covered by this permit and all other records required by this permit shall be retained by the permittee who without exception shall be retained for a period of at least three years from the date the NOI is submitted in accordance with Part VI. of this permit. These records must be maintained at the permittee's primary place of business or at a designated alternate location once the construction activity has ceased at the permitted site. This period may be extended by request of the EPD at any time upon written notification to the permittee.	

33. SAMPLING ANALYSIS METHODS	
ALL SAMPLING SHALL BE COLLECTED BY "DIRTY SAMPLES" AND THE ANALYSIS OF THESE SAMPLES MUST BE CONDUCTED IN ACCORDANCE WITH METHODOLOGY AND TEST PROCEDURES ESTABLISHED BY 40 CFR PART 136 (UNLESS OTHER TEST PROCEDURES HAVE BEEN APPROVED); THE GUIDANCE DOCUMENTS THAT MAY BE PREPARED BY THE EPD.	
(1). SAMPLE CONTAINERS SHOULD BE LABELED PRIOR TO COLLECTING THE SAMPLES.	
(2). SAMPLES SHOULD BE WELL MIXED BEFORE TRANSFERRING TO A SECONDARY CONTAINER.	
(3). LARGE MOUTH, WELL CLEANED AND RINSED GLASS OR PLASTIC JARS SHOULD BE USED FOR COLLECTING SAMPLES. THE JARS SHOULD BE CLEANED THOROUGHLY TO AVOID CONTAMINATION.	
(4). MANUAL, AUTOMATIC OR RISING STAGE SAMPLING MAY BE UTILIZED. SAMPLES REQUIRED BY THIS PERMIT SHOULD BE ANALYZED IMMEDIATELY, BUT IN NO CASE LATER THAN 48 HOURS AFTER COLLECTION. HOWEVER, SAMPLES FROM AUTOMATIC SAMPLERS MUST BE COLLECTED NO LATER THAN THE NEXT BUSINESS DAY AFTER THEIR ACCUMULATION, UNLESS FLOW THROUGH AUTOMATED ANALYSIS IS UTILIZED. IF AUTOMATIC SAMPLING IS UTILIZED AND THE AUTOMATIC SAMPLER IS NOT ACTIVATED DURING THE QUALIFYING EVENT, THE PERMITTEE MUST UTILIZE MANUAL SAMPLING OR RISING STAGE SAMPLING DURING THE NEXT QUALIFYING EVENT. DILUTION OF SAMPLES IS NOT REQUIRED. SAMPLES MAY BE ANALYZED DIRECTLY WITH A PROPERLY CALIBRATED TURBIDIMETER. SAMPLES ARE NOT REQUIRED TO BE COOLED.	
(5). SAMPLING AND ANALYSIS OF THE RECEIVING WATER(S) OR OUTFALLS BEYOND THE MINIMUM FREQUENCY STATED IN THIS PERMIT MUST BE REPORTED TO EPD AS SPECIFIED IN PART IV.E.	
34. APPENDIX B RATIONALE FOR NTU VALUES	
STORM WATER IS TO BE SAMPLED FOR NEPHELOMETRIC TURBIDITY UNITS (NTU) AT THE OUTFALL LOCATION. A DISCHARGE OF STORM WATER RUNOFF FROM DISTURBED AREAS WHERE BEST MANAGEMENT PRACTICES HAVE NOT BEEN PROPERLY DESIGNED, INSTALLED AND MAINTAINED SHALL CONSTITUTE A SEPARATE VIOLATION FOR EACH DAY ON WHICH SUCH CONDITION RESULTS IN THE TURBIDITY OF THE DISCHARGE EXCEEDING 50. THE VALUE THAT WAS SELECTED FROM APPENDIX B IN PERMIT NO. GAR 10001 IND.6.0 IS BASED ON THE ASSUMPTION THAT THE DISCHARGE OF STORM WATER FROM THE PROJECT SITE, THE SURFACE WATER DRAINAGE OF 0.49 SQUARE MILES, AND RECEIVING WATER WHICH SUPPORTS WARM WATER FISHERIES. THE RECEIVING WATER IS TRIBUTARY NO. 22 OF NORTH COONEE RIVER.	
35. SAMPLING LOCATIONS SHOWN ON THE ES&PC PLANS.	
39. NO ALTERNATE BMPs ARE NEEDED ON SITE.	
40. NO ALTERNATE BMPs ARE NEEDED ON SITE.	
41. THERE ARE STREAM BUFFERS REQUIRED ON SITE.	
42. THERE ARE STREAMS, & WETLANDS ON THE SITE OR WITHIN 200' OF THE PROPERTY BOUNDARY.	
43. THE STORMWATER MANAGEMENT REPORT IS TO BE PROVIDED AS A SEPARATE ATTACHMENT.	
44. PRE-DEVELOPED COMPOSITE CN: 55 POST-DEVELOPED COMPOSITE CN: 58	
WASTE DISPOSAL PRACTICES:	
WASTE MATERIALS - ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN A SECURELY LIDDED METAL DUMPSTER RENTED FROM A LICENSED SOLID WASTE MANAGEMENT COMPANY. THE DUMPSTER WILL BE MAINTAINED AND KEPT FULLY OPERATIONAL THROUGHOUT THE CONSTRUCTION PERIOD. CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. THE DUMPSTER WILL BE EMPTIED A MINIMUM OF TWICE PER WEEK OR MORE OFTEN IF NECESSARY AND THE TRASH WILL BE MAILED TO A CURB OR CONSTRUCTION WASTE MATERIALS WILL BE BURIED ON-SITE. ALL PERSONNEL WILL BE INSTRUCTED REGARDING THE CORRECT PROCEDURE FOR WASTE DISPOSAL. NOTICES STATING THESE PRACTICES WILL BE POSTED AND THE INDIVIDUAL WHO MANAGES THE DAY TO DAY SITE OPERATIONS WILL BE RESPONSIBLE FOR SEEING THAT THESE PROCEDURES ARE FOLLOWED.	
HAZARDOUS WASTE - ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL, STATE, AND/OR FEDERAL REGULATIONS AND BY THE MANUFACTURER OF SUCH PRODUCTS. THE JOB SUPERINTENDENT, WHO WILL ALSO BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED, WILL INSTRUCT PERSONNEL IN THE PROPER HANDLING OF HAZARDOUS WASTE MATERIALS (MSDS'S) FOR EACH SUBSTANCE WITH HAZARDOUS PROPERTIES THAT IS USED ON THE JOB SITE WILL BE OBTAINED AND USED FOR THE PROPER MANAGEMENT OF POTENTIAL WASTES THAT MAY RESULT FROM THESE PRODUCTS. ALL MSDS WILL BE POSTED IN THE IMMEDIATE AREA WHERE SUCH PRODUCT IS STORED AND/OR USED AND ANOTHER COPY OF EACH MSDS WILL BE MAINTAINED IN THE ES&PC PLAN AT THE JOB SITE CONSTRUCTION TRAILER OFFICE. EACH EMPLOYEE WHO MUST HANDLE SUBSTANCE WITH HAZARDOUS PROPERTIES WILL BE INSTRUCTED ON THE USE OF MSDS SHEETS AND THE SPECIFIC INFORMATION IN THE APPLICABLE MSDS FOR THE PRODUCT HE/SHE IS USING, PARTICULARLY REGARDING SPILL CONTROL TECHNIQUES.	
THE CONTRACTOR WILL IMPLEMENT THE SPILL PREVENTION CONTROL AND COUNTERMEASURES (SPCC) PLAN FOUND WITHIN THE ES&PC PLAN AND TRAIN ALL PERSONNEL IN THE PROPER CLEAN UP AND HANDLING OF SPILLED MATERIALS. NO SPILLED HAZARDOUS MATERIALS OR HAZARDOUS WASTES WILL BE ALLOWED TO COME IN CONTACT WITH STORM WATER DISCHARGES. IF SUCH CONTACT OCCURS, THE STORM WATER DISCHARGE WILL BE CONTAINED ON SITE UNTIL APPROPRIATE MEASURES IN COMPLIANCE WITH STATE AND FEDERAL REGULATIONS ARE TAKEN TO DISPOSE OF SUCH CONTAMINATED STORM WATER. IT SHALL BE THE RESPONSIBILITY OF THE JOB SITE SUPERINTENDENT TO PROPERLY TRAIN ALL PERSONNEL IN THE USE OF:	
SANITARY WASTE - A MINIMUM OF ONE PORTABLE SANITARY UNIT WILL BE PROVIDED FOR EVERY (10) WORKERS ON THE SITE. ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE SANITARY UNITS A MINIMUM OF ONE TIME PER WEEK BY A LICENSED PORTABLE FACILITY PROVIDER IN COMPLETE COMPLIANCE WITH LOCAL AND STATE ORDINANCES.	
ALL SANITARY WASTE UNITS WILL BE LOCATED IN AN AREA WHERE THE LIKELIHOOD OF THE UNIT CONTRIBUTING TO STORM WATER DISCHARGE IS NEGLIGIBLE. ADDITIONAL CONTAINMENT BMPs MUST BE IMPLEMENTED, SUCH AS GRAVEL BAGS OR SPECIALLY DESIGNED PLASTIC BINS CONTAINERS AROUND THE BASE, TO PREVENT WASTES FROM CONTRIBUTING TO STORM WATER DISCHARGES. THE LOCATION OF STORM WATER DISCHARGE WILL BE IDENTIFIED ON THE EPC PLANS GRADING SHEET 12 & 13 BY THE CONTRACTOR ONCE THE LOCATIONS ARE DETERMINED.	
SANITARY SEWER SERVICE WILL BE PROVIDED BY GRAVITY SEWER AT THE PROJECT'S COMPLETION.	
OFFSITE VEHICLE TRACKING: A STABILIZED CONSTRUCTION ENTRANCE HAS BEEN PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENT. THE PASSENGER ENTRANCE TO THE SITE ENTRANCE WILL BE SWEEP DAILY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK TRACKED FROM THE SITE. DUMP TRUCKS HAULING MATERIAL FROM THE CONSTRUCTION SITE WILL BE COVERED WITH A TAHOULIN.	
SPILL PREVENTION: THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO	

**DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)** **Ds1**

**DEFINITION**  
Applying plant residue or other suitable materials, produced on the site if possible, to the soil surface.

**PURPOSE**  
-To reduce runoff and erosion  
-To conserve moisture  
-To prevent surface compaction or crusting  
-To control undesirable vegetation  
-To modify soil temperature  
-To increase biological activity in the soil

**REQUIREMENT FOR REGULATORY COMPLIANCE**  
Mulch or temporary greening shall be applied to all exposed areas within 14 days of disturbance. Mulch can be used as a singular erosion control device for up to six months, but it shall be applied at the appropriate depth, depending on the material used, anchored and have a continuous 90% cover or greater of the soil surface.

Maintenance shall be employed to maintain appropriate depth and 90% cover. Temporary vegetation may be required instead of mulch if the area will remain undisturbed for less than six months.

If any area will remain undisturbed for greater than six months, permanent vegetative techniques shall be employed. Refer to Disturbed Area Stabilization (With Temporary Seeding), Disturbed Area Stabilization (With Permanent Seeding), and Disturbed Area Stabilization (With Sodding).

**SPECIFICATIONS**  
Mulching Without Seeding  
This standard applies to graded or cleared areas where seedlings may not have a suitable growing season to produce an erosion retardant cover, but can be stabilized with a mulch cover.

Site Preparation  
-Grade to permit the use of equipment for applying and anchoring mulch.  
-Install needed erosion control measures as required such as dikes, diversions, berms, terraces and sediment barriers.  
-Loosen compact soil to a minimum depth of 3 inches.

Mulching Materials  
Select one of the following materials and apply at the depth indicated:  
-Dry straw or hay shall be applied at a depth of 2 to 4 inches providing complete soil coverage. One advantage of this material is easy application.  
-Wood waste (chips, sawdust or bark) shall be applied at a depth of 2 to 3 inches. Organic material from the clearing stage of development must remain on site, be chipped, and applied as mulch. This method of mulching can greatly reduce erosion control costs.  
-Polyethylene film shall be secured over banks or stockpiled soil material for temporary protection. This material can be salvaged and re-used.  
-Apply polyethylene film on exposed areas.

Anchoring Mulch  
-Straw or hay mulch can be pressed into the soil with a disk harrow with the disk set straight or with a special "beaver disk." Disks may be smooth or serrated and should be 20 inches or more in diameter and 8 to 12 inches apart. The edge of the disk should be dull enough not to cut the mulch but to press it into the soil leaving much of it in an erect position. Straw or hay mulch shall be anchored immediately after application.

Stew or hay mulch spread with special blower-type equipment may be anchored. Tackifiers, binders and hydraulic mulch with seedler specifically designed for seeding straw can be substituted for emulsified asphalt. Please refer to specification Tack-Tackifiers, Plastic mesh or netting with mesh no larger than one inch by one inch shall be installed according to manufacturer's specifications.  
-Netting of the appropriate size shall be used to anchor wood waste. Openings of the netting shall not be larger than the average size of the wood waste chips.  
-Polyethylene film shall be anchored trenched at the top as well as incrementally as necessary.

**DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)** **Ds2**

**DEFINITION**  
The establishment of temporary vegetative cover with fast growing seedlings for seasonal protection on disturbed or denuded areas.

**PURPOSE**  
-To reduce runoff and sediment damage of down stream resources  
-To protect the soil surface from erosion  
-To improve wildlife habitat  
-To improve aesthetics  
-To improve infiltration and aeration as well as organic matter for permanent plantings

**REQUIREMENT FOR REGULATORY COMPLIANCE**  
Mulch or temporary greening shall be applied to all exposed areas within 14 days of disturbance. Temporary greening, instead of mulch, can be applied to rough graded areas that will be exposed for less than six months. If an area is expected to be undisturbed for longer than six months, permanent perennial vegetation shall be used. If optimum planting conditions for temporary greening is lacking, mulch can be used as a singular erosion control device for up to six months, but it shall be applied at the appropriate depth, anchored, and have a continuous 90% cover or greater of the soil surface. Refer to specification Disturbed Area Stabilization (With Temporary Seeding).

**CONDITIONS**  
Temporary vegetative measures should be coordinated with permanent measures to assure economical and effective stabilization. Most types of temporary vegetation are ideal to use as companion crops until the permanent vegetation is established. Note: Some species of temporary vegetation are not appropriate for companion crop plantings because of their potential to out-compete the desired species (e.g. annual ryegrass). Contact NFCS or the local SWCD for more information.

**SPECIFICATIONS**  
Grading and Seeding  
Excessive water run-off shall be reduced by properly designed and installed erosion control practices such as cleared drains, ditches, dikes, diversions, sediment barriers and others.  
No shaping or grading is required if slopes can be stabilized by hand-seeded vegetation or if hydraulic seeding equipment is to be used.  
Seedbed Preparation  
When a hydraulic seeder is used, seedbed preparation is not required. When using conventional or hand-seeding, seedbed preparation is not required if the soil material is loose and not sealed by rainfall.  
When soil has been seeded by rainfall or con-ets of smooth soil slopes, the soil shall be pitted, trenched or otherwise scarified to provide a place for seed to lodge and germinate.

Line and Fertilizer Application  
Agricultural lime is required unless soil tests indicate otherwise. Apply agricultural lime at a rate determined by soil test for pH. Quick acting lime should be incorporated to modify pH during the germination period. Six months should be considered when there is less than 2% organic matter in the soil. Graded areas require lime application. Soils must be tested to determine required amount of fertilizer and amendments. Fertilizer should be applied before land preparation and incorporated with a disk, spade, or chisel. On slopes too steep for or inaccessible to equipment, fertilizer shall be hydraulically applied, preferably in the first pass with seed and some hydraulic mulch, then topped with the remaining required application rate.

Seeding  
Select a grass or grass-legume mixture suitable to the area and season of the year. Seed shall be applied uniformly by hand, cyclone seeder, drill, cut-packer seeder, or hydraulic seeder (including seeding and fertilizer). Drill or cut-packer seeders should normally place seed one-quarter to one-half inch deep. Appropriate depth of planting is ten times the seed diameter. Soil should be "raked" lightly to cover seed with soil if seeded by hand. See Table 6-4-1.

Mulching  
Temporary vegetation can, in most cases, be established without the use of mulch, provided there is little to no erosion potential. However, the use of mulch can often accelerate and enhance germination and vegetation establishment. Mulch without seeding should be considered for short term protection. Refer to Disturbed Area Stabilization (With Mulching Only).

Infiltration  
During times of drought, water shall be applied at a rate not causing runoff and erosion. The soil shall be thoroughly wetted to a depth that will insure germination of the seed. Subsequent applications should be made when needed.

**DISTURBED AREA STABILIZATION (WITH PERMANENT VEGETATION)** **Ds3**

**DEFINITION**  
The planting of perennial vegetation such as trees, shrubs, vines, grasses, or legumes on exposed areas for final permanent stabilization. Permanent perennial vegetation shall be used to achieve final stabilization.

**PURPOSE**  
-To protect the soil surface from erosion  
-To reduce damage from sediment and runoff to down-stream areas  
-To control undesirable vegetation  
-To improve aesthetics

**REQUIREMENT FOR REGULATORY COMPLIANCE**  
This practice shall be applied immediately to rough graded areas that will be undisturbed for longer than six months. This practice or sodding shall be applied immediately to all areas at final grade. Final stabilization means that all soil disturbing activities at the site have been completed, and that for unpeaked areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by the GA EPD for waste disposal, 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or landscaped according to the Plan (uniformly covered with landscaping materials in planned landscaped areas), or equivalent permanent stabilization measures. Permanent vegetation shall consist of planted trees, shrubs, perennial vines, or a crop of perennial vegetation appropriate for the region, such that within the growing season a 70% coverage by perennial vegetation shall be achieved. Final stabilization applies to each phase of construction. For tree construction projects on land used for agricultural or silvicultural purposes, final stabilization may be accomplished by stabilizing the disturbed land for its agricultural or silvicultural use. Until the standard is satisfied and permanent control measures and facilities are operational, intermediate erosion and sediment control measures shall not be removed.

**CONDITIONS**  
Permanent perennial vegetation is used to provide a protective cover for exposed areas including cuts, fills, ditches, and other denuded areas.

**PLANNING CONSIDERATIONS**  
-Use conventional planting methods where possible.  
-When mixed plantings are done during marginal planting periods, companion crops shall be used.  
-No-ill planting is effective when planting is done following a summer or winter annual cover crop. Before seedbed preparation no-ill stands of rye is an excellent procedure.  
-Block sod provides immediate cover. It is especially effective in eroding erosion adjacent to concrete basins and other structures. Refer to Specification Disturbed Area Stabilization (With Sodding).  
-Ingrain should be used when the soil is dry or when summer plantings are done.  
-Low maintenance plants, as well as natives, should be used to ensure long-lasting erosion control.  
-Mowing should not be performed during the quail nesting season (May to September).  
-Wildlife plantings should be included in critical area plantings.  
Commercially available plants beneficial to wildlife species include the following:  
-Meal Seeding Tree  
-Beech, Black Cherry, Blackgum, Chestnut, Chickpea, Hickory, Honey Locust, Native Oak, Persimmon, Sawtooth Oak and Sweetgum.  
-All trees that produce nuts or fruits are favored by many game species. Hickory provides nuts used mainly by squirrels and deer.  
-Shrubs and Small Trees  
-Bayberry, Bicolor Leaved, Crabapple, Dog-wood, Huckleberry or Native Blueberry, Mountain Laurel, Native Holly, Red Cedar, Red Mulberry, Sumac, Wax Myrtle, Wild Plum and Blackberry.  
-Plant in patches without tall trees to develop stable shrub communities. All produce fruits used by many kinds of wildlife, except leopards which produce seeds used by quail and songbirds.  
-Grasses, Legumes, Vines and Temporary Cover  
-Bahia grasses, Bermudagrass, Green-Legume mixtures, Partridge Pea, Annual Leaved, Orchardgrass (for mountains), Bromus Millet (for temporary cover), and Native grasses.  
-Provide herbaceous cover in clearings for a game bird brood-rearing habitat. Appropriate legumes such as vetches, clovers, and lespedeza may be mixed with grass, but they may die out after a few years.

**CONSTRUCTION SPECIFICATIONS**  
Grading and Seeding  
Grading and seeding may not be required when hydraulic seeding and fertilizing equipment is to be used. Vertical bars shall be spaced to enable plant establishment.  
When conventional seeding and fertilizing are to be done, grade and slope when feasible and practical, so that equipment can be used safely and efficiently during seedbed preparation, seeding, mulching and maintenance of the vegetation.  
Concentrations of water that will cause excessive soil erosion shall be diverted to a safe outlet. Diversions and other treatment practices shall conform with the appropriate standards and specifications.  
Line and Fertilizer Rate and Analysis  
Agricultural lime is required at the rate of one to two tons per acre unless soil tests indicate otherwise. Graded areas require lime application. If lime is applied within six months of planting permanent perennial vegetation, additional lime is not required. Agricultural lime shall be within the specifications of the Georgia Department of Agriculture.  
Line spread by conventional equipment shall be "ground limestone." Ground limestone is calcitic or dolomitic limestone ground to no less than 80 percent of the material will pass through a 10-mesh sieve, not less than 50 percent will pass through a 60-mesh sieve and not less than 25 percent will pass through a 100-mesh sieve.  
Fast-acting lime spread by hydraulic seeding equipment should be "finely ground limestone" separating from the 180 micron size to the 5 micron size. Finely ground limestone is calcitic or dolomitic limestone ground so that 95 percent of the material will pass through a 100-mesh sieve.  
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It is desirable to use dolomite limestone in the Sand Hills, Southern Coastal Plain and Atlantic Coast Piedmont MLRA. (See Figure 6-4-1.)  
Agricultural lime is generally not required where only trees are planted.

Initial fertilization, nitrogen, topdressing, and maintenance fertilizer requirements for each species or combination of species are listed in Table 6-5-1.

Line and Fertilizer Application  
When hydraulic seeding equipment is used, the initial fertilizer shall be mixed with seed, inoculant (if needed), and wood cellulose or wood pulp fiber mulch and applied in a slurry. The inoculant, if needed, shall be mixed with the seed prior to being placed into the hydraulic seeder. The slurry mixture will be agitated during application to keep the ingredients thoroughly mixed. The mixture will be spread uniformly over the area within one hour after being placed in the hydraulic seeder.  
Finely ground limestone can be applied in the mulch slurry or in combination with the top dressing.  
When conventional planting is to be done, lime and fertilizer shall be applied uniformly in one of the following ways:  
-Apply before land preparation so that it will be mixed with the soil during seedbed preparation.  
-Mix with the soil used to fill the hole, distribute in furrows.  
-Broadcast after steep slopes are scarified, pitted or trenched.  
-A fertilizer pellet shall be placed at root depth in the closing hole beside each pine tree seeding.

Plant Selection  
Refer to Tables 6-4-1, 6-4-2, 6-4-3, 6-4-4 and 6-4-5 for approved species. Species not listed shall be approved by the State Resources Conservationist of the Natural Resources Conservation Service before they are used.  
Plants shall be selected on the basis of species characteristics, site and soil conditions, planned use and maintenance of the area; time of year of planting; method of planting; and the needs and desires of the land user.  
Other perennials, such as Bahia grass and Sericea Lespedeza, are slow to become established and should be planted with another perennial species. The additional species will provide quick cover and ample soil protection until the target perennial species become established. For example, Common seedling combinations are 1) Weeping Lovegrass with Sericea Lespedeza (scarified) and 2) Tall Fescue with Sericea Lespedeza (scarified).  
Plant selection may also include annual companion crops. Annual companion crops should be used only when the perennial species are not planted during their optimum planting period. A common mixture is Brown Top Millet with Common Bermuda in mid-summer. Care should be taken in selecting companion crop species and seeding rates because annual crops will compete with perennial species for water, nutrients, and growing space. A high seeding rate of the companion crop may prevent the establishment of perennial species.

**Ds2 CONTINUED**  
Byes shall not be used in any seeding mixture containing perennial species due to its ability to out-compete desired species chosen for permanent perennial cover.

**Seed Quality**  
The term "pure live seed" is used to express the quality of seed and is not shown on the label. Pure live seed, PLS, is expressed as a percentage of the seeds that are pure and will germinate. Information on percent germination and purity can be found on seed tags. PLS is determined by multiplying the percent of pure seed with the percent of germination, i.e., (PLS = % germination x % purity)

**EXAMPLE:**  
Common Bermuda seed 70% germination, 80% purity  
PLS = 70% germination x 80% purity PLS = 56%  
The percent of PLS helps you determine the amount of seed you need. If the seeding rate is 10 pounds PLS and the bulk seed is 56% PLS, the bulk seeding rate is:  
-10 lbs. PLS/56% = 17.9 lbs/bu/56% PLS  
-You would need to plant 17.9 lbs/bu to provide 10 lbs/bu of pure live seed.

**Seedbed Preparation**  
Seedbed preparation may not be required when hydraulic seeding and fertilizing equipment is to be used (but is strongly recommended for any seeding process, when possible). When conventional seeding is to be used, seedbed preparation will be done as follows:  
-Tillage, at a minimum, shall adequately loosen the soil to a depth of 4 to 6 inches; elevate compacted; incorporate lime and fertilizer; smooth and firm the soil; allow for the proper placement of seed, sprig, or plant; and allow for the anchoring of straw or hay mulch if a disk is to be used.  
-Tillage may be done with any suitable equipment.  
-Tillage should be done on the contour where feasible.  
-On slopes too steep for the seedbed equipment, the soil surface shall be pitted or trenched across the slope with appropriate hand tools to provide two places 6 to 8 inches apart in which seed may lodge and germinate. Hydraulic seeding may also be used.

**Broadcast Plantings**  
-Tillage, at a minimum, shall adequately loosen the soil to a depth of 4 to 6 inches; elevate compacted; incorporate lime and fertilizer; smooth and firm the soil; allow for the proper placement of seed, sprig, or plant; and allow for the anchoring of straw or hay mulch if a disk is to be used.  
-Tillage may be done with any suitable equipment.  
-Tillage should be done on the contour where feasible.  
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**Individual Plants**  
-Where individual plants are to be set, the soil shall be prepared by excavating holes, opening furrows, or ribble planting.  
-For nursery stock plants, holes shall be large enough to accommodate roots without crowding. Where site drainage is to be provided, holes shall be dug to the row 30 inches deep on the contour for 4 to 6 months prior to planting. Subsoiling should be done when the soil is dry, preferably in August or September.  
-Block sod provides immediate cover. It is especially effective in eroding erosion adjacent to concrete basins and other structures. Refer to Specification Disturbed Area Stabilization (With Sodding).  
-Ingrain should be used when the soil is dry or when summer plantings are done.  
-Low maintenance plants, as well as natives, should be used to ensure long-lasting erosion control.  
-Mowing should not be performed during the quail nesting season (May to September).  
-Wildlife plantings should be included in critical area plantings.  
Commercially available plants beneficial to wildlife species include the following:  
-Meal Seeding Tree  
-Beech, Black Cherry, Blackgum, Chestnut, Chickpea, Hickory, Honey Locust, Native Oak, Persimmon, Sawtooth Oak and Sweetgum.  
-All trees that produce nuts or fruits are favored by many game species. Hickory provides nuts used mainly by squirrels and deer.  
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Finely ground limestone can be applied in the mulch slurry or in combination with the top dressing.  
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Plant selection may also include annual companion crops. Annual companion crops should be used only when the perennial species are not planted during their optimum planting period. A common mixture is Brown Top Millet with Common Bermuda in mid-summer. Care should be taken in selecting companion crop species and seeding rates because annual crops will compete with perennial species for water, nutrients, and growing space. A high seeding rate of the companion crop may prevent the establishment of perennial species.

**PLANTS, PLANTING RATES, AND PLANTING DATES FOR TEMPORARY COVER OR COMPANION CROPS**

SPECIES	BROADCAST RATES PER ACRE	PLS PER 1000 FT2	AREA 4/	PLANTING DATES BY RESOURCE AREAS												REMARKS
				(DOUBLE LINES INDICATE OPTIMUM DATES, SINGLE LINES INDICATE PERMISSIBLE BUT MARGINAL DATES.)												
<b>BARLEY</b> (Hordeum vulgare)				J	F	M	A	M	J	J	A	S	O	N	D	14,000 SEED PER POUND. WINTER HARDY. USE ON PRODUCTIVE SOILS.
<b>ALONE</b>	3 bu. (144lbs.)	3.3lbs.	P													
<b>IN MIXTURES</b>	1/2 bu. (24 lbs.)	0.6lbs.														
<b>LESPEDeza (Sericea)</b> (Lespedeza bicolor)				J	F	M	A	M	J	J	A	S	O	N	D	200,000 SEED PER POUND. MAY VOLUNTARILY FOR SEVERAL YEARS. USE INOCULANT EL.
<b>ALONE</b>	40 lbs. (9.0lbs.)	0.9lbs.	P													
<b>IN MIXTURES</b>	10 lbs. (2.2lbs.)	0.2lbs.														
<b>LOVEGRASS, WEEPING</b> (Eragrostis curvula)				J	F	M	A	M	J	J	A	S	O	N	D	1,500,000 SEED PER POUND. WINTER HARDY. USE ON SEVERAL YEARS. MIX WITH SERICEA LESPEDeza.
<b>ALONE</b>	4 lbs. (0.9 lbs.)	0.1 lbs.	P													
<b>IN MIXTURES</b>	2 lbs. (0.5 lbs.)	0.1 lbs.														
<b>MILLET, BROWNTOP</b> (Panicum polycarpum)				J	F	M	A	M	J	J	A	S	O	N	D	137,000 SEED PER POUND. QUICK DENSE COVER. MAY REACH 5' IN HEIGHT. NOT RECOMMENDED FOR MIXTURES.
<b>ALONE</b>	40 lbs. (9.0lbs.)	0.9lbs.	P													
<b>IN MIXTURES</b>	10 lbs. (2.2lbs.)	0.2lbs.														
<b>MILLET, PEARL</b> (Pennisetum glaucum)				J	F	M	A	M	J	J	A	S	O	N	D	88,000 SEED PER POUND. QUICK DENSE COVER. MAY REACH 5' IN HEIGHT. NOT RECOMMENDED FOR MIXTURES.
<b>ALONE</b>	50 lbs. (1.1lbs.)	1.1lbs.	P													
<b>IN MIXTURES</b>	N/A	N/A														
<b>OATS</b> (Avena sativa)				J	F	M	A	M	J	J	A	S	O	N	D	13,000 SEED PER POUND. USE ON PRODUCTIVE SOIL. NOT AS WINTER HARDY AS RYE OR BARLEY.
<b>ALONE</b>	4 bu. (2.9lbs.)	2.9lbs.	P													
<b>IN MIXTURES</b>	1 bu. (0.7lbs.)	0.7lbs.														
<b>RYE</b> (Secale cereale)				J	F	M	A	M	J	J	A	S	O	N	D	18,000 SEED PER POUND. QUICK DENSE COVER. DROUGHT TOLERANT AND WINTER-HARDY.
<b>ALONE</b>	3 bu. (3.9lbs.)	3.9lbs.	P													
<b>IN MIXTURES</b>	1 bu. (1.3lbs.)	1.3lbs.														
<b>RYEGRASS, ANNUAL</b> (Lolium temulentum)				J	F	M	A	M	J	J	A	S	O	N	D	227,000 SEED PER POUND. DENSE COVER. VERY COMPETITIVE AND IS NOT TO BE USED IN MIXTURES.
<b>ALONE</b>	40 lbs. (9.0lbs.)	0.9lbs.	P													
<b>IN MIXTURES</b>	N/A	N/A														
<b>SUDANGRASS</b> (Sorghum sudanense)				J	F	M	A	M	J	J	A	S	O	N	D	45,000 SEED PER POUND. GOOD ON DROUGHTY SITES. NOT RECOMMENDED FOR MIXTURES.
<b>ALONE</b>	60 lbs. (1.4lbs.)	1.4lbs.	P													
<b>IN MIXTURES</b>	N/A	N/A														
<b>WHEAT</b> (Triticum aestivum)				J	F	M	A	M	J	J	A	S	O	N	D	15,000 SEED PER POUND. WINTER HARDY.
<b>ALONE</b>	3 bu. (4.1lbs.)	4.1lbs.	P													
<b>IN MIXTURES</b>	1/2 bu. (0.7lbs.)	0.7lbs.														

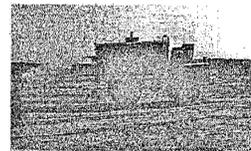
**PLANTS, PLANTING RATES, AND PLANTING DATES FOR PERMANENT COVER**

SPECIES	BROADCAST RATES PER ACRE	PLS PER 1000 FT2	AREA 3/	PLANTING DATES BY RESOURCE AREAS												REMARKS
				(SOLID LINES INDICATE OPTIMUM DATES, DOTTED LINES INDICATE PERMISSIBLE BUT MARGINAL DATES.)												
<b>Bahia, Pensacola</b> (Paspalum notatum)				J	F	M	A	M	J	J	A	S	O	N	D	166,000 SEED PER POUND. LOW GROWING. SOD FORMING. SLOW TO ESTABLISH. PLANT WITH COMPANION CROP. WILL SPREAD INTO BERMUDA PASTURES AND LAWNS. MIX WITH SERICEA LESPEDeza OR WEEPING LOVEGRASS.
<b>ALONE</b> or with temporary cover with other perennials	60 lbs. (1.4 lbs.) 30 lbs. (0.7 lbs.)	1.4 lbs. 0.7 lbs.	P													
<b>Bahia, Wilmington</b> (Paspalum notatum)				J	F	M	A	M	J	J	A	S	O	N	D	SAME AS ABOVE.
<b>ALONE</b> or with temporary cover with other perennials	60 lbs. (1.4 lbs.) 30 lbs. (0.7 lbs.)	1.4 lbs. 0.7 lbs.	P													
<b>Bermuda Common</b> (Cynodon dactylon)				J	F	M	A	M	J	J	A	S	O	N	D	1,787,000 SEED PER POUND. QUICK COVER. LOW GROWING AND SOD FORMING. FULL SUN. GOOD FOR ATHLETIC FIELDS.
<b>ALONE</b> or with other perennials	10 lbs. (0.2 lbs.) 6 lbs. (0.1 lbs.)	0.2 lbs. 0.1 lbs.	P													
<b>Bermuda Common</b> (Cynodon dactylon)				J	F	M	A	M	J	J	A	S	O	N	D	PLANT WITH WINTER ANNUALS. PLANT WITH TALL FESCUE.
<b>Unhulled seed with temporary cover with other perennials</b>	10 lbs. (0.2 lbs.) 6 lbs. (0.1 lbs.)	0.2 lbs. 0.1 lbs.	P													
<b>Bermuda Springs</b> (Pennisetum glaucum)				J	F	M	A	M	J	J	A	S	O	N	D	A CUBIC FOOT CONTAINS APPROXIMATELY 650 SPRIGS. A BUSHLET CONTAINS 1.25 CUBIC FEET OR APPROXIMATELY 800 SPRIGS.
<b>ALONE</b> or sod plugs 3' x 3'	40 cu.ft. (0.9 cu.ft.)	0.9 cu.ft.	P													
<b>CENTPEDE</b> (Eriochloa ophioides)				J	F	M	A	M	J	J	A	S	O	N	D	DROUGHT TOLERANT. FULL SUN OR PARTIAL SHADE. EFFECTIVE ADAMANT TO CONCRETE AND IN CONCENTRATED FLOW AREAS. IRRIGATION IS NEEDED UNTIL FULLY ESTABLISHED. DO NOT PLANT NEAR PASTURES. WINTER HARDY AS FAR NORTH AS ATHENS AND ATLANTA.
<b>Block sod only</b>	Block sod only		P													
<b>CROWNTECH</b> (Cornelia varia)				J	F	M	A	M	J	J	A	S	O	N	D	100,000 SEED PER POUND. DENSE GROWTH. DROUGHT TOLERANT AND FIRE RESISTANT. ATTRACTIVE ROSE, PINK, AND WHITE BLOSSOMS SPRING TO LATE FALL. MIX WITH 30 POUNDS OF TALL FESCUE OR 15 POUNDS OF FINE INOCULATE SEED WITH N INOCULANT. USE FROM NORTH ATLANTA AND NORTHWARD.
<b>ALONE</b> or with winter annuals or cool season grasses	15 lbs. (0.3 lbs.)	0.3 lbs.	P													
<b>FESCUE, TALL</b> (Festuca arundinacea)				J	F	M	A	M	J	J	A	S	O	N	D	227,000 SEED PER POUND. USE ALONE ONLY ON BETTER SITES. MIX WITH PERENNIAL LEAVED OR CROWNTECH. APPLY TOP DRESSING IN SPR



**Dust Control on Disturbed Areas**

Du



**DEFINITION**

Controlling surface and air movement of dust on construction sites, roads, and demolition sites.

**PURPOSE**

- To prevent surface and air movement of dust from exposed soil surfaces.
- To reduce the presence of airborne substances which may be harmful or injurious to human health, welfare, or safety, or to animals or plant life.

**CONDITIONS**

This practice is applicable to areas subject to surface and air movement of dust where on and off-site damage may occur without treatment.

**METHOD AND MATERIALS**

**A. TEMPORARY METHODS**

**Mulches.** See standard Ds1 - Disturbed Area Stabilization (With Mulching Only). Synthetic resins may be used instead of asphalt to bind mulch material. Refer to standard Td-Tackifiers and Binders. Resins such as Curasol or Terrastack should be used according to manufacturer's recommendations.

**Vegetative Cover.** See standard Ds2 - Disturbed Area Stabilization (With Temporary Seeding).

**Spray-on Adhesives.** These are used on mineral soils (not effective on muck soils). Keep traffic off these areas. Refer to standard Td-Tackifiers and Binders.

**Tillage.** This practice is designed to roughen and bring clods to the surface. It is an emergency measure which should be used before wind erosion starts. Begin plowing on windward side of site. Chisel-type plows spaced about 12 inches apart, spring-toothed harrows, and similar plows are examples of equipment which may produce the desired effect.

**Irrigation.** This is generally done as an emergency treatment. Site is sprinkled with water until the surface is wet. Repeat as needed.

**Barriers.** Solid board fences, snowfences, burlap fences, crate walls, bales of hay and similar material can be used to control air currents and soil blowing. Barriers placed at right angles to prevailing currents at intervals of about 15 times their height are effective in controlling wind erosion.

Calcium Chloride. Apply at rate that will keep surface moist. May need retreatment.

**B. PERMANENT METHODS**

**Permanent Vegetation.** See standard Ds3 - Disturbed Area Stabilization (With Permanent Vegetation). Existing trees and large shrubs may afford valuable protection if left in place.

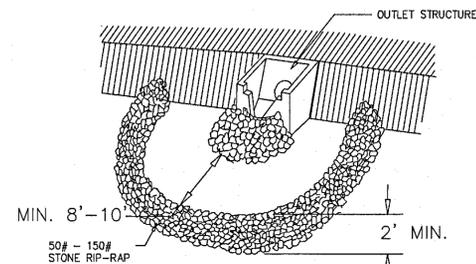
**Topsolling.** This entails covering the surface with less erosive soil material. See standard Tp - Topsolling.

**Stones.** Cover surface with crushed stone or coarse gravel. See standard Cr-Construction Road Stabilization.

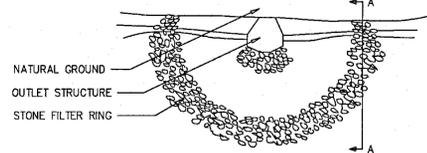
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6-81

**Fr STONE FILTER RING PERSPECTIVE VIEW**



PLAN VIEW (NOT TO SCALE)



CROSS SECTION (NOT TO SCALE)

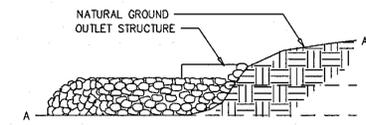


Table 6-27.2 Post Size

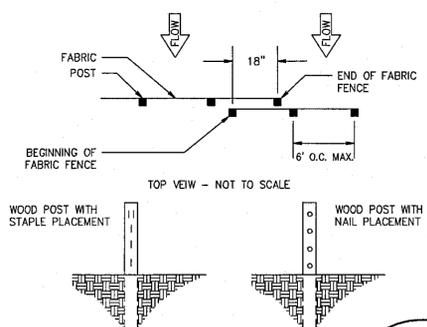
Type	Min Length	Type of Post	Size of Post
NS	4'	Soft wood Oak Steel	3" dia or 2x4 1.5" x 1.5" 1.15lb./ft. min
S	4'	Steel Oak	1.15-1.25 lb./ft. min 2"x2"

Table 6-27.3 Fasteners for Wood Posts

	Gauge	Crown	Legs	Staples / Post
Wire Staples	17 min.	3/4" wide	1/2" long	5 min.
Wire Staples	14 min.	1"	3/4"	4 min.

Note: Filler fabric may also be attached to the post by wire, cords, and pockets.

**FASTENERS FOR SILT FENCES OVERLAP AT FABRIC ENDS**

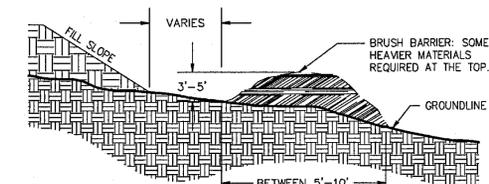


Sd1

- NOTES:
1. THE FABRIC AND WIRE SHOULD BE SECURELY FASTENED TO POSTS AND FABRIC ENDS MUST BE OVERLAPPED A MINIMUM OF 18" OR WRAPPED TOGETHER AROUND A POST TO PROVIDE A CONTINUOUS FABRIC BARRIER AROUND THE INLET.

**SEDIMENT BARRIERS**

**BRUSH BARRIER SECTION**

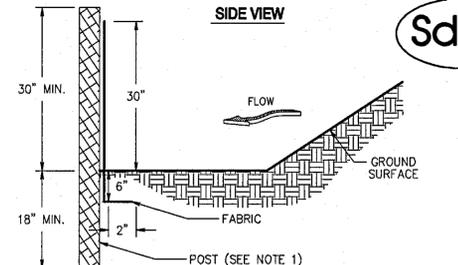


- NOTE:
1. INTERMINGLE BRUSH, LOGS, ETC. SO AS TO NOT FORM A SOLID DAM.
  2. BRUSH SHOULD BE WIND-ROWED ON THE CONTOUR AS CLOSE AS POSSIBLE.
  3. MINIMUM BASE WIDTH FOR BARRIER SHALL BE 5 FEET AND SHOULD BE NO WIDER THAN 10 FEET. THE HEIGHT OF THE BARRIER SHOULD BE BETWEEN 3' AND 5'.
  4. A COMMERCIALY AVAILABLE FILTER FABRIC MAY BE PLACED ON THE SIDE OF THE BRUSH BARRIER RECEIVING SEDIMENT-LOADED RUNOFF FOR ADDED FILTER CAPACITY (LOWER EDGE MUST BE BURIED IN A 6 INCH DEEP TRENCH AND THE UPPER EDGE MUST BE FASTENED TO THE BRUSH BARRIER).

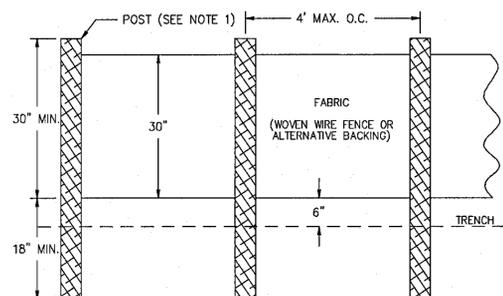
Sd1-BB

**SILT FENCE - TYPE SENSITIVE**

Sd1-S



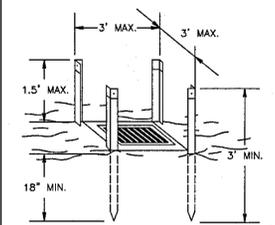
FRONT VIEW



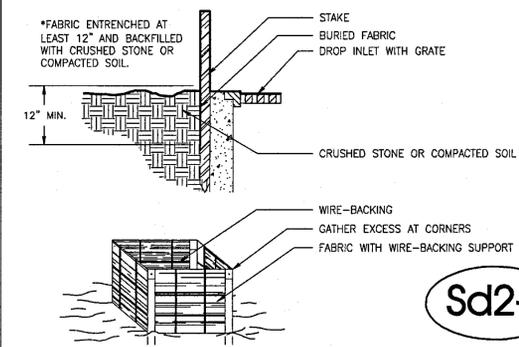
- NOTES:
1. USE STEEL OR WOOD POSTS OR AS SPECIFIED BY THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.
  2. HEIGHT (H) IS TO BE SHOWN ON THE EROSION, SEDIMENTATION, AND POLLUTION CONTROL PLAN.

**FABRIC AND SUPPORTING FRAME FOR INLET PROTECTION**

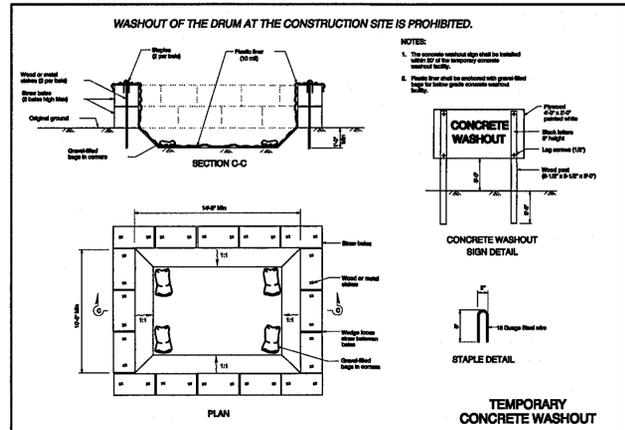
**STEEL FRAME AND SILT FENCE INSTALLATION**



- NOTES:
1. DESIGN IS FOR SLOPES NO GREATER THAN 5% (NOT DESIGNED FOR CONCENTRATED FLOWS).
  2. THE STEEL POSTS SUPPORTING THE SILT FENCE MATERIAL SHOULD BE SPACED EVENLY AROUND THE PERIMETER OF THE INLET (MAXIMUM OF 3' APART).
  3. THE STEEL POSTS SHOULD BE SECURELY DRIVEN AT LEAST 18" DEEP.
  4. THE FABRIC SHOULD BE ENTRENCHED AT LEAST 12" AND THEN BACKFILLED WITH CRUSHED STONE OR COMPACTED SOIL.



Sd2-F



**GEORGIA811**  
Utilities Protection Center, Inc  
Know what's below.  
Call before you dig.

**GSWCC** GEORGIA SOIL AND WATER CONSERVATION COMMISSION  
MR. KEDRICK SCOTT PE.  
LEVEL II CERTIFICATION DESIGN PROFESSIONAL  
CERTIFICATION NUMBER: #000004509  
ISSUED: 1/21/2021 EXPIRES: 1/21/2024

**Rochester** **PCCEM**  
Rochester and Associates, LLC  
425 Oak St NW, Gainesville, GA 30501  
770.718.0600 P | www.rochester-assoc.com

EROSION CONTROL NOTES & DETAILS  
FOR:  
**JOE PARKER SPECIAL EVENTS FACILITY**  
LOCATED IN  
3210 JOE PARKER ROAD  
G.A.D. 411  
HALL COUNTY, GEORGIA

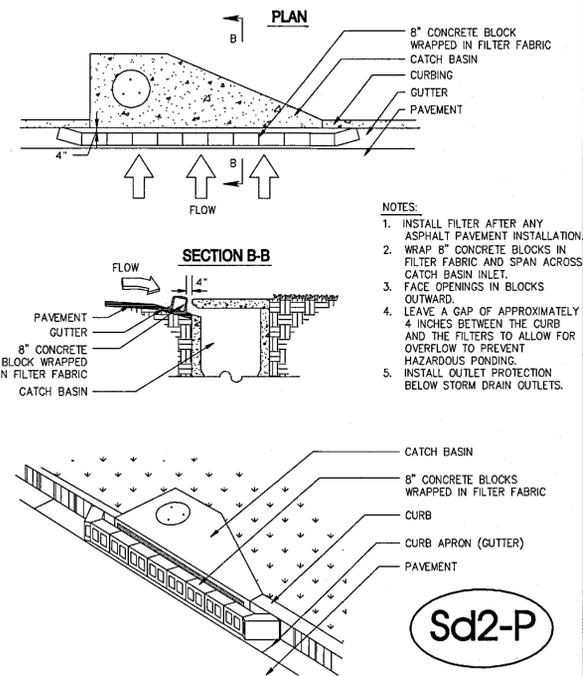
NO.	DATE	DESCRIPTION	REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF ROCHESTER & ASSOCIATES, LLC ARE VOID. THE ENGINEER HEREON AND ANY LIABILITY ASSOCIATED WITH THESE DRAWINGS IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT AND IS SUBJECT TO VERIFICATION OF ANY CHANGES.

GEORGIA REGISTERED PROFESSIONAL ENGINEER  
KEDRICK C. SCOTT  
4/12/2023  
S000000000

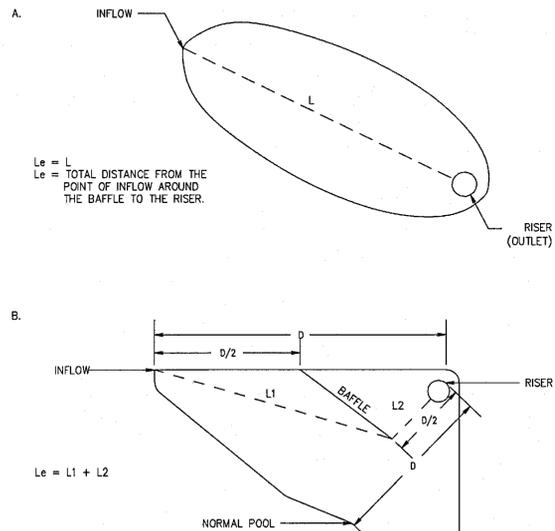
SHEET 14 OF 25  
DATE: 4/13/2023  
SCALE: N.T.S.  
JOB NO.: G222173.JPR  
FILE NO.: \*GNST.pro  
DRAWN BY: SWS

### CURB INLET FILTER "PIGS IN BLANKET"

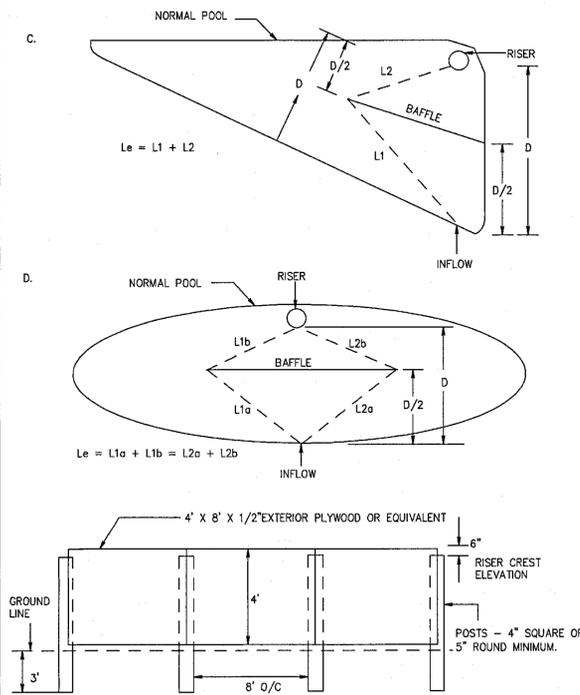


### SEDIMENT BASIN BAFFLES

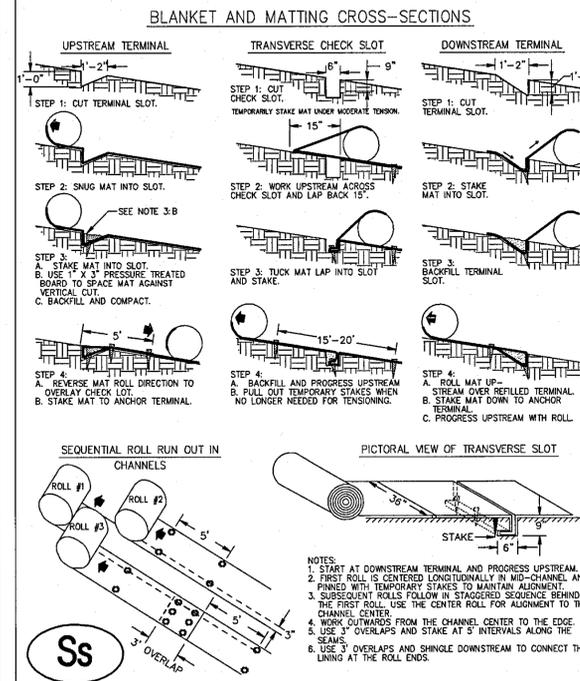
EXAMPLES: PLAN VIEWS (NOT TO SCALE)



### SEDIMENT BASIN BAFFLES CONT'D

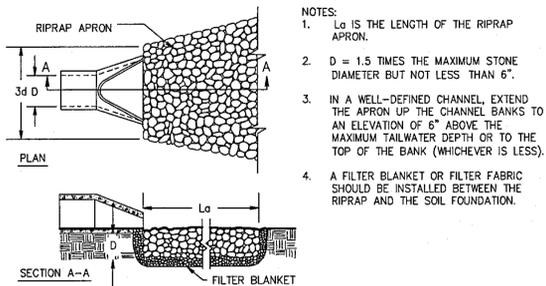


### TYPICAL INSTALLATION GUIDELINES FOR ROLLED EROSION CONTROL PRODUCTS (RECP)

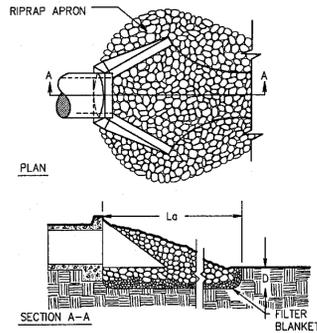


### RIPRAP OUTLET PROTECTION

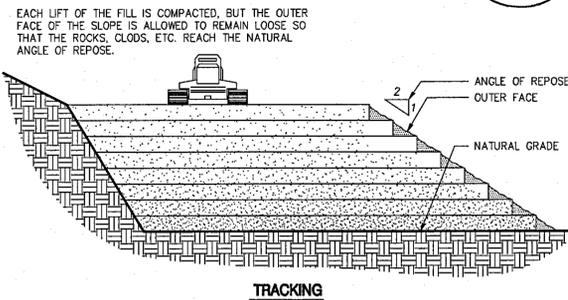
PIPE OUTLET TO FLAT AREA - NO WELL DEFINED CHANNEL



PIPE OUTLET TO WELL DEFINED CHANNEL

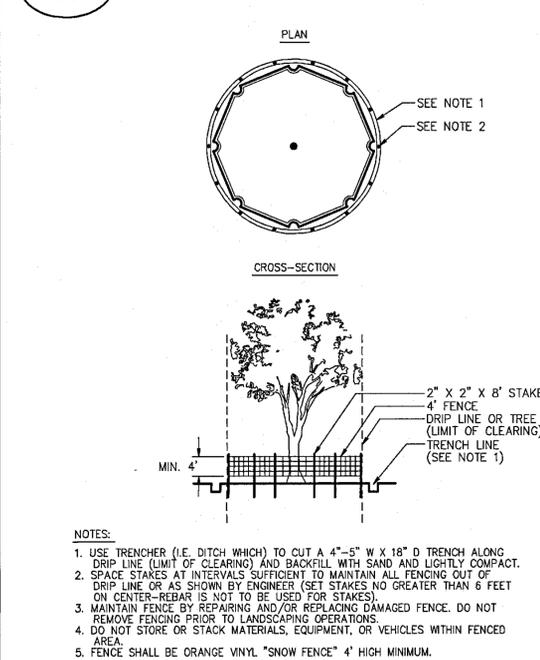


### FILL SLOPE TREATMENT



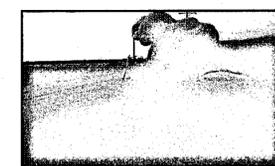
**Su**

### TREE PROTECTION "SNOW" FENCE



**Tr**

### TACKIFIERS



**DEFINITION**

Tackifiers are used as a tie-down for soil, compost, seed, straw, hay or mulch. Tackifiers hydrate in water and readily blend with other slurry materials to form a homogenous slurry.

**PURPOSE**

To reduce soil erosion from wind and water on construction sites. Other benefits include soil infiltration, soil fertility, enhanced seed germination, increased soil cohesion, enhanced soil stabilization, reduced stormwater runoff turbidity and reduction in loss of topsoil.

**CONDITIONS**

This practice is intended for direct soil surface application to sites where the timely establishment of vegetation may not be feasible or where vegetation cover is absent or inadequate. Such areas include construction areas, where plant residues are inadequate to protect the soil surface and where land disturbing activities prevent the establishment or maintenance of a vegetative cover.

**CRITERIA**

**Type I Tackifiers: Synthetic Polymers**

- Application rates shall conform to manufacturer's guidelines for application.
- Only anionic forms of PAM shall be used. Anionic PAMs shall be no more than 0.05% acrylamide monomer by weight, as

**Tac**

established by the Food and Drug Administration and the Environmental Protection Agency.

- Not harmful to plants, animals and aquatic life.
- Contain no growth or germination inhibiting materials.
- Shall not reduce infiltration rates.

**Type II Tackifiers: Organic Polymers**

Such as guar gum, polysaccharides, and starches

- Application rates shall conform to manufacturer's guidelines for application.
- Derived from natural plant sources.
- Not harmful to plants, animals and aquatic life.

Contain no growth or germination inhibiting materials.

Shall not reduce infiltration rates.

**Type III Tackifiers: Synthetic/Organic Blends**

- Application rates shall conform to manufacturer's guidelines for application.
- Only anionic forms of PAM shall be used in the blend, and shall be no more than 0.05% acrylamide monomer by weight.

- Organic material must be derived from natural plant sources.
- Not harmful to plants, animals and aquatic life.
- Contain no growth or germination inhibiting materials.
- Shall not reduce infiltration rates.

GSWCC (Amended - 2013)

6-125

**GSWCC** GEORGIA SOIL AND WATER CONSERVATION COMMISSION

MR. KEDRICK SCOTT PE.  
LEVEL II CERTIFICATION DESIGN PROFESSIONAL

CERTIFICATION NUMBER: #000004509  
ISSUED: 1/21/2021 EXPIRES: 1/21/2024

EROSION CONTROL NOTES & DETAILS FOR:

**JOE PARKER SPECIAL EVENTS FACILITY**

LOCATED IN 3210 JOE PARKER ROAD G.A.M.D. 411 HALL COUNTY, GEORGIA

**Rochester** **PECCM**

Rochester and Associates, LLC  
425 Oak St NW, Gainesville, GA 30501  
770.718.0600 P | www.rochester-assoc.com

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF ROCHESTER & ASSOCIATES, LLC ARE VOID. ALL LIABILITY ASSOCIATED WITH THESE DRAWINGS SHALL REMAIN WITH ROCHESTER & ASSOCIATES, LLC. NO FIELD VERIFICATION OF ANY CHANGES.



SHEET 15 OF 25

DATE: 4/13/2023  
SCALE: N.T.S.  
JOB NO.: G222173.JPR  
FILE NO.: \*CONST.dwg  
DRAWN BY: SNS

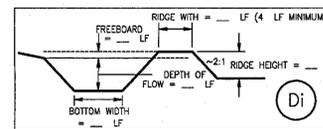
- Type IV Tackifiers:**  
Organic Tackifiers with Synthetic Fibers **Tac-4**
- Application rates shall conform to manufacturer's guidelines for application.
  - Organic material must be derived from natural plant sources.
  - Not harmful to plants, animals and aquatic life.
  - Contain no growth or germination inhibiting materials.
  - Shall not reduce infiltration rates.
  - Synthetic fibers shall be of nylon or polyester blends.

- Type V Tackifiers:**  
Synthetic/Organic Blends with Synthetic Fibers **Tac-5**
- Application rates shall conform to manufacturer's guidelines for application.
  - Only anionic forms of PAM shall be used in the blend, and shall be no more than 0.05% acrylamide monomer by weight.
  - Organic material must be derived from natural plant sources.
  - Not harmful to plants, animals and aquatic life.
  - Contain no growth or germination inhibiting materials.
  - Shall not reduce infiltration rate.
  - Synthetic fibers shall be of nylon or polyester blends.

**MAINTENANCE**  
Tackified areas should be checked after every rain event. Periodic inspections and required maintenance must be provided per manufacturer's recommendations.

GSWCC 2016 Edition

6-74

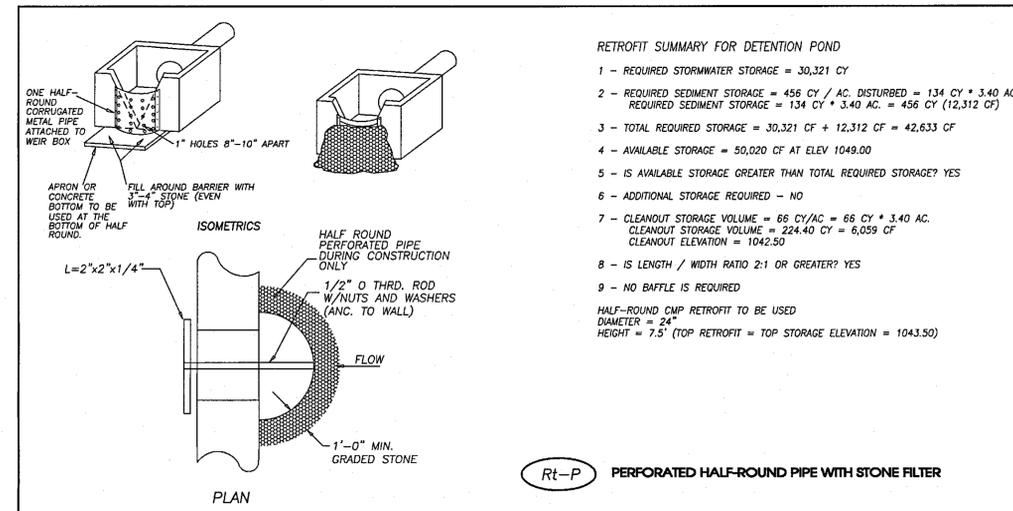


JOE PARKER, SPECIAL EVENTS FACILITY Diversion Calculations

Diversion Number	D.A. (Acres)	C	Tc (Min)	Intensity (In/Hr)	Q (cfs)	Bottom Width (ft)	Side Slope	Ridge Height (ft)	Flow Depth (ft)	Freeboard (ft)	Ridge Width (ft)	Velocity (fps)	Channel Stabilization Type
1	0.46	0.40	5	7.30	1.34	3.00	2:1	1.5	0.21	1.29	3	1.91	Ch-1

**DETENTION PONDS/SEDIMENT STORAGE:**  
DETENTION POND OR SEDIMENT BASINS/STORAGE WILL BE INSTALLED AND FUNCTIONING BEFORE ANY MAJOR GRADING OR IMPERVIOUS SURFACES ARE CONSTRUCTED.

CODE	PRACTICE	DETAIL	MAP SYMBOL	DESCRIPTION
Co	CONSTRUCTION EXIT			A CRUSHED STONE PAD LOCATED AT THE CONSTRUCTION SITE EXIT TO PROVIDE A PLACE FOR REMOVING MUD FROM TIRES THEREBY PROTECTING PUBLIC STREETS.
Du	DUST CONTROL ON DISTURBED AREAS			CONTROLLING SURFACE AND AIR MOVEMENT OF DUST ON CONSTRUCTION SITES, ROADWAYS AND SIMILAR SITES.
Ds1	DISTURBED AREA STABILIZATION (WITH MULCHING ONLY)			ESTABLISHING TEMPORARY PROTECTION FOR DISTURBED AREAS WHERE SEEDINGS MAY NOT HAVE A SUITABLE GROWING SEASON TO PRODUCE AN EROSION RETARDING COVER.
Ds2	DISTURBED AREA STABILIZATION (WITH TEMPORARY SEEDING)			ESTABLISHING A TEMPORARY VEGETATIVE COVER WITH FAST GROWING SEEDINGS ON DISTURBED AREAS.
Di	DIVERSION			AN EARTH CHANNEL OR DIKE LOCATED ABOVE, BELOW, OR ACROSS A SLOPE TO DIVERT RUNOFF. THIS MAY BE A TEMPORARY OR PERMANENT STRUCTURE.
Fr	FILTER RING			A TEMPORARY STONE BARRIER CONSTRUCTED AT STORM DRAIN INLETS AND POND OUTLETS.
Rd	ROCK FILTER DAM			A PERMANENT OR TEMPORARY STONE FILTER DAM INSTALLED ACROSS SMALL STREAMS OR DRAINAGES.
Sd1	SEDIMENT BARRIER TYPE "C"			A BARRIER TO PREVENT SEDIMENT FROM LEAVING THE CONSTRUCTION AREA. MADE OF STRAW OR HAY BRUSH, LOGS AND FENCE CHAINS. OF A SEDIMENT TRAP. USUALLY TEMPORARY AND INEXPENSIVE.
Sd2	SEDIMENT TRAP TEMPORARY FILTER FABRIC WITH SUPPORTING FRAME			A TEMPORARY PROTECTIVE DEVICE FORMED AROUND A STORM DRAIN DROP INLET TO TRAP SEDIMENT. USES A FILTER FABRIC WITH SUPPORTING FRAME TO KEEP SEDIMENT OUT.
Sd4	TEMPORARY SEDIMENT TRAP			A SMALL TEMPORARY POND THAT DRAINS A DISTURBED AREA SO THAT SEDIMENT CAN SETTLE OUT. THE PRINCIPLE FEATURE DISTINGUISHING A TEMPORARY SEDIMENT TRAP FROM A TEMPORARY SEDIMENT BASIN IS THE LACK OF A PIPE OR RISER.



Structure	Pipe Dia. (in.)	Q25 (cfs)	V25 (fps)	d(50) (in.)	La (ft.)	W1 (ft.)	W2 (ft.)	D (in.)	v2 (fps)
P.SES-1A (Headwall)	18	4.36	1.16	6	9	4.5	13	6	1.00
P.HW-2A	18	9.02	1.56	6	9	4.5	13	6	1.39
P.POND-HW	24	3.40	1.13	6	9	6	13	6	0.73

NOTES:  
1) PIPE MATERIALS AND SIZES ARE SUBJECT TO CHANGE UPON FINAL ENGINEERING DESIGN PLANS.  
2) VELOCITY 2 (V2) HAS BEEN CALCULATED AT THE MIDPOINT OF THE RP-RAP APRON.

**GSWCC** GEORGIA SOIL AND WATER CONSERVATION COMMISSION  
MR. MCDRICK SCOTT PE.  
LEVEL II CERTIFICATION DESIGN PROFESSIONAL  
CERTIFICATION NUMBER: #000004509  
ISSUED: 1/21/2021 EXPIRES: 1/21/2024

EROSION CONTROL NOTES & DETAILS  
FOR:  
**JOE PARKER SPECIAL EVENTS FACILITY**  
LOCATED IN  
3210 JOE PARKER ROAD  
G.M.D. 411  
HALL COUNTY, GEORGIA

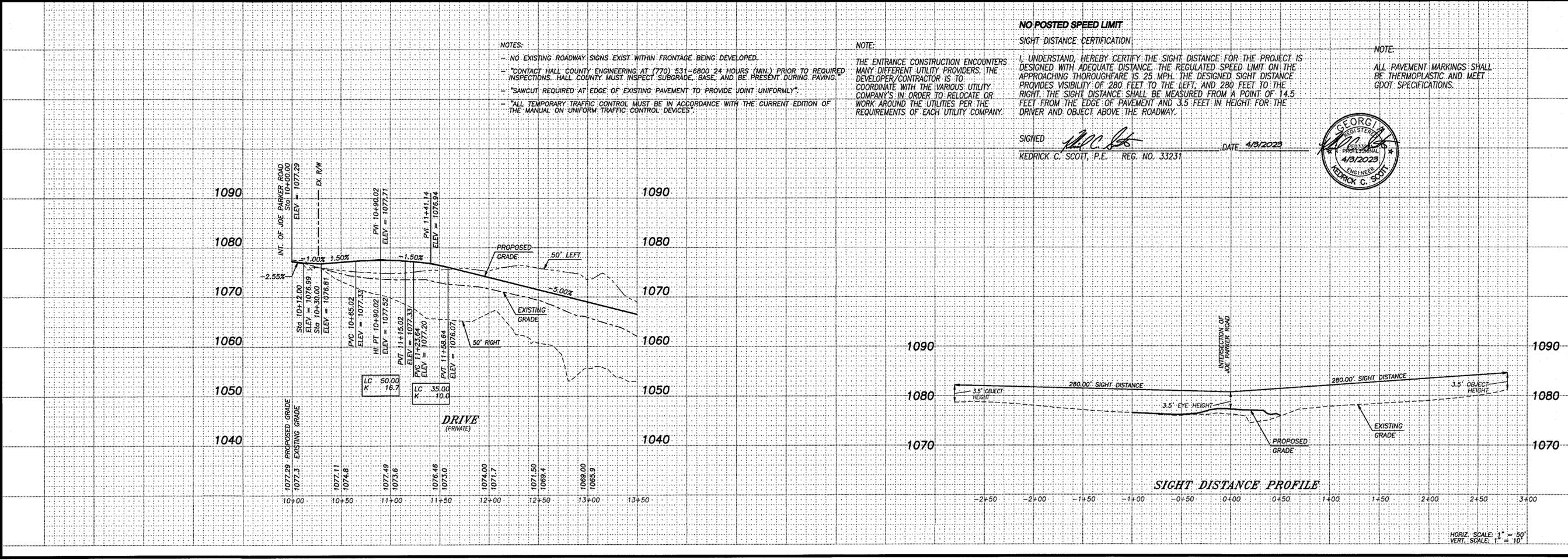
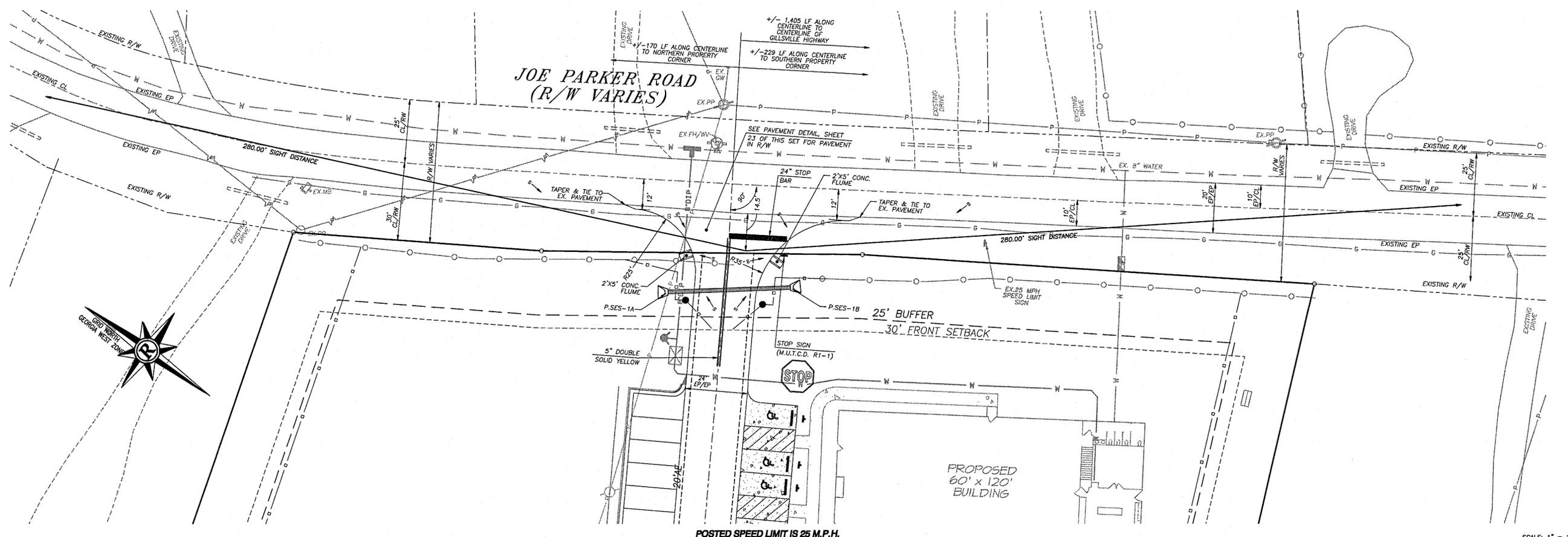
NO.	DATE	DESCRIPTION	REVISTIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT WRITTEN APPROVAL OF THE DESIGNER ARE UNAUTHORIZED. ANY LIABILITY ASSOCIATED HEREON AND ANY LIABILITY ASSOCIATED WITH THESE DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.



SHEET 16 OF 25  
DATE: 4/23/2023  
SCALE: N.T.S.  
JOB NO: C22171LJRR  
FILE NO: \*CONSIST\*  
DRAWN BY: SWS

**Rochester BECCM**  
Rochester and Associates, LLC  
435 Oak St NW, Gainesville, GA 30501  
770.718.0600 P | www.rochester-assoc.com



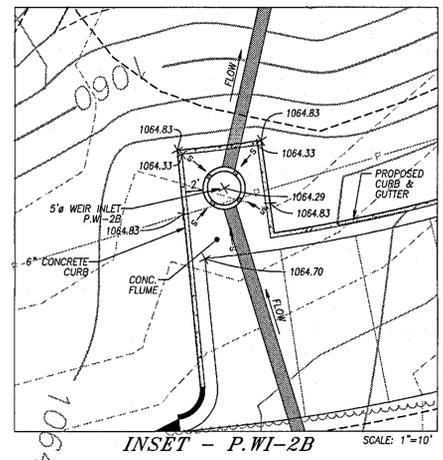
NO.	DATE	DESCRIPTION	REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE SIGNATURE AND SEAL OF THE REGISTERED PROFESSIONAL ENGINEER ASSOCIATION OF GEORGIA SHALL BE VOID. THE SEAL SHOWN HEREON AND ANY LIABILITY ASSOCIATED WITH THESE DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

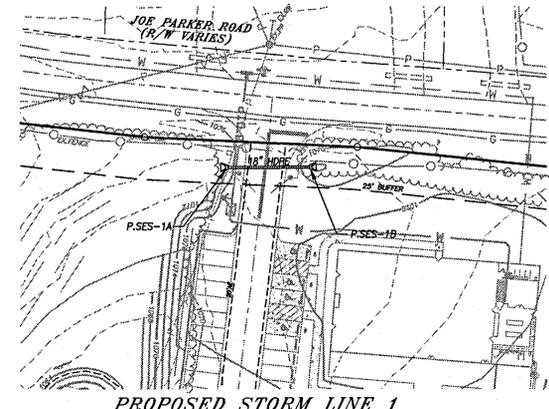
GRAPHIC SCALE  
 10' 0' 20' 40'

GEORGIA REGISTERED PROFESSIONAL ENGINEER  
 4/3/2023  
 KEDRICK C. SCOTT

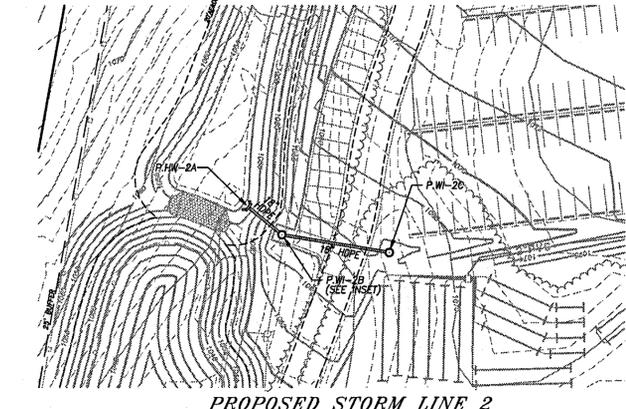
SHEET 17 OF 25  
 DATE: 4/3/2023  
 SCALE: 1" = 20'  
 JOB NO.: C221713.PRR  
 FILE NO.: C221713.PRR  
 DRAWN BY: SVS



INSET - P.WI-2B SCALE: 1"=10'



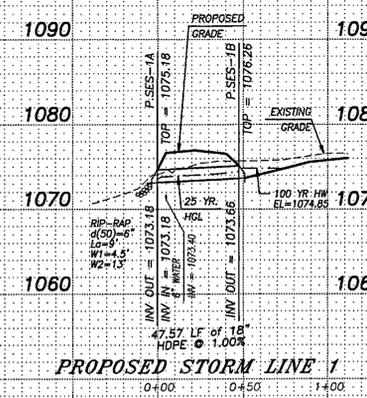
PROPOSED STORM LINE 1



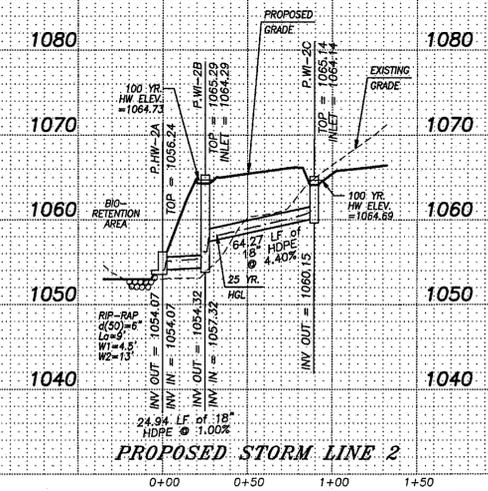
PROPOSED STORM LINE 2

SCALE: 1" = 50'

PIPE CHART FOR PROPOSED STORM LINE 1											
LOCATION	D.A. (Ac.)	Coef.	TC (M/A)	I. 25'	O. 25'	O. Sum	Slope (X)	Length	Size (in)	Material	Vel. (FPS)
P.SES-1B - P.SES-1A	0.71	0.60	5.00	6.39	3.57	4.36	1.00	47.57	18"	HDPE	5.60
S <sub>c</sub> = 0.0150 = 6 in. L <sub>a</sub> = 9 W <sub>1</sub> = 4.5 W <sub>2</sub> = 13											
PIPE CHART FOR PROPOSED STORM LINE 2											
LOCATION	D.A. (Ac.)	Coef.	TC (M/A)	I. 25'	O. 25'	O. Sum	Slope (X)	Length	Size (in)	Material	Vel. (FPS)
P.WI-2C - P.WI-2B	0.97	0.60	5.00	10.24	5.06	5.96	4.40	64.27	18"	HDPE	9.32
P.WI-2B - P.WI-2A	0.46	0.65	5.00	10.24	3.06	9.02	1.00	24.94	18"	HDPE	6.66
S <sub>c</sub> = 0.0150 = 6 in. L <sub>a</sub> = 9 W <sub>1</sub> = 4.5 W <sub>2</sub> = 13											



PROPOSED STORM LINE 1



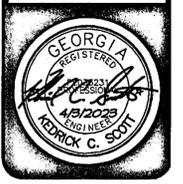
PROPOSED STORM LINE 2

HORIZ. SCALE: 1" = 50'  
VERT. SCALE: 1" = 10'

NO.	DATE	DESCRIPTION	REVISTIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT WRITTEN APPROVAL OF THE DESIGNER ASSOCIATION AND ANY LIABILITY ASSOCIATED HEREON AND ANY LIABILITY ASSOCIATED WITH THESE DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

GRAPHIC SCALE  
 25' 0' 50' 100'





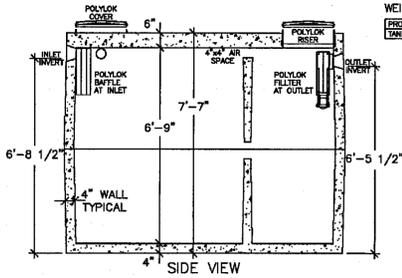
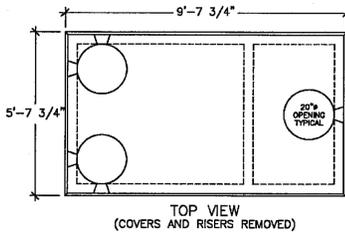
NOTE: TANK TO BE FABRICATED WITH JOINTS FOR 48" DIA. STACKOUTS, ONE ON EACH END OF THE TANK FOR ACCESS. CONTRACTOR TO CONSTRUCT CONCRETE MANHOLE STACKOUTS TO PROPOSED GRADE ELEV. 1220.49 WITH 24" X 24" ACCESS COVERS (TRAFFIC RATED).

### 2000 GALLON REGULAR SEPTIC TANK

TANK DESIGN SPECIFICATION CONFORMS TO LATEST ASTM DESIGNATION C1227

**NOTES:**

- JOINT SEALANT IS BUTYL RUBBER MASTIC TYPE SEAL THAT CONFORMS TO LATEST AASHTO SPECIFICATION M-19B. MEETS FEDERAL SPECIFICATION SS-S-0021(210-A).
- PIPE INLET AND OUTLET LOCATIONS HAVE POLYLOK II PIPE SEALS.
- REINFORCING STEEL DEFORMED BARS CONFORM TO LATEST ASTM SPECIFICATION A615.
- CONCRETE COMPRESSIVE STRENGTH - 4000 PSI AT 28 DAYS.
- METHOD OF MANUFACTURE: WET CAST.
- SECTIONS ARE MONOLITHIC.



**WEIGHT CHART**

PROJECT TANK	APPROX WEIGHT
	16100 LBS.

**UNITED CONCRETE PRODUCTS INC.**  
173 CHURCH STREET TEL. 800 234-3119 FAX. (203) 265-4941  
YALESVILLE, CT 06492 (203) 269-3119

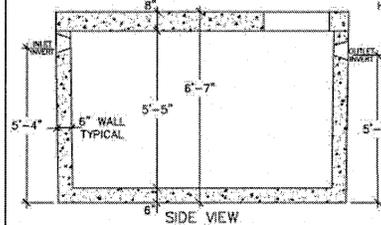
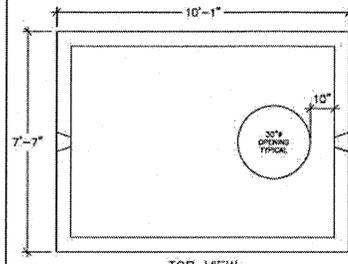
NOTE: PUMP TANK TO INCLUDE 1/2 HP PUMP, SEE DETAILS THIS SHEET FOR SPECIFICATIONS AND DETAILS.

### 2000 GALLON PUMP CHAMBER

TANK DESIGN SPECIFICATIONS CONFORMS TO LATEST ASTM DESIGNATION C913.

**NOTES:**

- JOINT SEALANT IS BUTYL RUBBER MASTIC TYPE SEAL THAT CONFORMS TO LATEST AASHTO SPECIFICATION M-19B. MEETS FEDERAL SPECIFICATION SS-S-0021(210-A).
- PIPE INLET AND OUTLET LOCATIONS HAVE POLYLOK II PIPE SEALS. TYPICAL, CUSTOM KNOCKOUTS CAN BE CAST ON REQUEST.
- WHEN SPECIFIED THE TANK EXTERIOR IS COATED WITH BAY OIL, EBONY OR EQUAL.
- WHEN SPECIFIED THE TANK INTERIOR IS COATED WITH FLOKOK EPOXY OR EQUAL.
- REINFORCING STEEL DEFORMED BARS CONFORM TO LATEST ASTM SPECIFICATION A615.
- CONCRETE COMPRESSIVE STRENGTH - 4000 PSI AT 28 DAYS.
- METHOD OF MANUFACTURE: WET CAST.
- SECTIONS ARE MONOLITHIC.
- THE CHAMBER IS DESIGNED FOR HS-20 LOADING w/18" OF SOIL COVER.



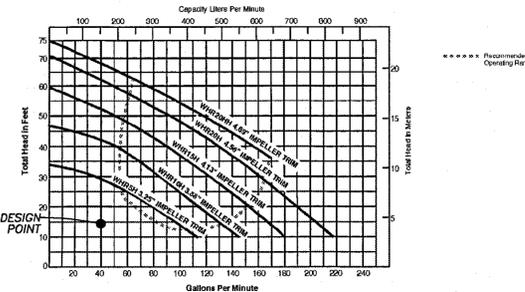
**WEIGHT CHART**

PROJECT TANK	APPROX WEIGHT
	26800 LBS.

**UNITED CONCRETE PRODUCTS INC.**  
173 CHURCH STREET TEL. 800 234-3119 FAX. (203) 265-4941  
YALESVILLE, CT 06492 (203) 269-3119

RESIDENTIAL AND COMMERCIAL SEWAGE AND EFFLUENT PUMPS

## MYERS® WHR5H-WHR20HH



**MOTOR ELECTRICAL DATA**

MODEL NUMBER	HP	VOLTS	PHASE	HERTZ	START AMPS	MAX AMPS	RUN AMPS	RUN KW	START KVA	NEC code	LETTER
WHR5H-11	1/2	115	1	60	30.4	13.8	1.9	3.5	1.6	H	H
WHR5H-21	1/2	230	1	60	16.2	7.6	1.7	3.4	1.6	H	H
WHR5H-01	1/2	208	1	60	16.2	7.6	1.7	3.4	1.6	H	H
WHR5H-02	1/2	208	3	60	20.2	4.7	1.4	8.0	1.9	S	S
WHR5H-23	1/2	230	3	60	10.1	2.3	1.4	8.0	1.9	S	S
WHR5H-03	1/2	208	3	60	8.1	1.3	1.3	8.0	1.9	S	S
WHR10H-01	1	208	1	60	29.0	14.8	3.0	5.8	2.8	D	D
WHR10H-21	1	230	1	60	23.0	12.8	3.0	5.3	2.8	B	B
WHR10H-02	1	208	3	60	30.0	7.7	2.5	10.8	3.0	J	J
WHR10H-23	1	230	3	60	30.0	7.7	2.5	10.8	3.0	K	K
WHR10H-03	1	208	3	60	15.0	3.5	2.5	11.9	3.0	C	C
WHR10H-23	1	230	3	60	12.0	2.8	2.5	11.9	3.0	D	D
WHR15H-01	1-1/2	208	1	60	39.7	15.3	3.3	8.2	3.2	K	K
WHR15H-21	1-1/2	230	1	60	34.4	13.1	3.2	7.7	3.0	C	C
WHR15H-02	1-1/2	208	3	60	30.0	8.5	2.8	10.8	3.4	F	F
WHR15H-23	1-1/2	230	3	60	30.0	7.7	2.8	11.9	3.1	G	G
WHR15H-03	1-1/2	208	3	60	15.0	3.9	2.8	11.9	3.1	G	G
WHR15H-23	1-1/2	230	3	60	12.0	3.1	2.8	11.9	3.1	G	G
WHR20H-21	2	230	1	60	63.0	18.0	3.8	14.5	3.7	E	E
WHR20H-02	2	208	3	60	53.0	10.4	3.3	19.1	3.6	G	G
WHR20H-23	2	230	3	60	44.6	9.0	3.3	18.3	3.6	G	G
WHR20H-03	2	208	3	60	23.0	4.5	3.3	18.3	3.6	G	G
WHR20H-43	2	460	3	60	18.4	3.6	3.3	18.3	3.6	G	G
WHR20H-53	2	575	3	60	18.4	3.6	3.3	18.3	3.6	G	G

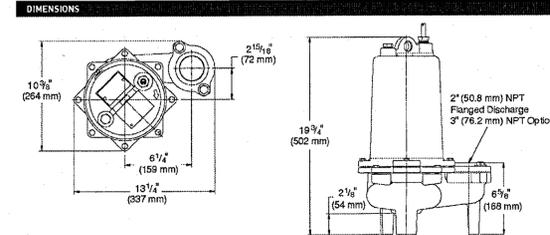
PENTAIR

RESIDENTIAL AND COMMERCIAL SEWAGE AND EFFLUENT PUMPS

## MYERS® WHR5H-WHR20HH

**ORDERING INFORMATION**

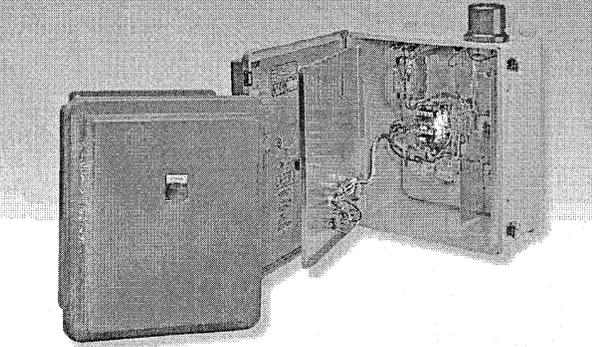
MODEL NUMBER	HP	VOLTS	PHASE/CYCLES	DISCHARGE SIZE	SWITCH TYPE	CORD LENGTH	WEIGHT LBS.
WHR5H-11		115	1/60				
WHR5H-01		208	1/60				
WHR5H-21	1/2	230	1/60	2" (50.8 mm)	Manual	20' (6.1 mm)	75 (34 kg)
WHR5H-02		208	3/60				
WHR5H-23		230	3/60				
WHR5H-43		460	3/60				
WHR5H-53		575	3/60				
WHR10H-01		208	1/60				
WHR10H-21		230	1/60				
WHR10H-03	1	208	3/60	2" (50.8 mm)	Manual	20' (6.1 mm)	79 (35.8 kg)
WHR10H-23		230	3/60				
WHR10H-43		460	3/60				
WHR10H-53		575	3/60				
WHR15H-01		208	1/60				
WHR15H-21		230	1/60				
WHR15H-03	1-1/2	208	3/60	2" (50.8 mm)	Manual	20' (6.1 mm)	85 (38.6 kg)
WHR15H-23		230	3/60				
WHR15H-43		460	3/60				
WHR15H-53		575	3/60				
WHR20H-21		230	1/60				
WHR20H-03	2	208	3/60	2" (50.8 mm)	Manual	20' (6.1 mm)	95 (43.1 kg)
WHR20H-23		230	3/60				
WHR20H-43		460	3/60				
WHR20H-53		575	3/60				



PENTAIR

### ACCESSORIES

CE, CMEP and CMW  
Simplex, Duplex, Indoor and Outdoor Control Panels



- FEATURES**
- Quality electrical components assure reliable automatic pump operation
  - For 1/2 - 7 HP sump, sewage and effluent pumps
  - IEC horsepower-rated contactors (10) and motor starters (50)
  - 30 starters with ambient-compensated quick-trip overloads
  - Includes alternating and override relays to maximize pump wear
  - Designed for use with off-on alarm (simplex) and off-on lag-alarm (duplex) mercury switches (not included with panel) for long life
  - Corrosion resistant for long life
  - Weather-tight NEMA 4X fiberglass enclosure with outdoor panels
  - Indoor NEMA 1 panels are enamel-coated galvanized steel
  - Meets NEC safety standards
  - UL-508 approved panel designs
  - Outdoor NEMA 4X panels include standard high water alarm light
  - Indoor NEMA 1 panels include standard high water alarm buzzer
  - Wide range of panel options:
    - Elapsed time meter
    - Alarm horn with silence switch
    - Auxiliary contacts
    - Condensation heater
    - Convenience outlet
    - Intrinsically safe relays
    - Lightning arrester
    - Full inner door
    - Cycle counter
    - 24V control circuitry
  - Transfer switch/generator receptacle
  - Pump delay circuitry
  - Low level cut-off and alarm
  - Phase loss circuitry
  - Low voltage circuitry
- Note:** Additional options available

RESIDENTIAL AND COMMERCIAL SEWAGE AND EFFLUENT PUMPS

## MYERS® WHR5H-WHR20HH

**SPECIFICATIONS**

Sewage Pumps - Pumps shall be Myers WHR5H - WHR20HH series sewage pumps selected in accordance with the following design criteria:

Number of Pumps:	1
Primary Design Flow:	40.00 GPM
Primary Design Head:	14.3 FEET
Minimum Shut-off Head:	3.5 FEET
Motor Horsepower:	1/2
Motor Speed:	3450 RPM
Electrical:	SINGLE

**Pump** - The pump shall be designed to handle raw sewage and be capable of passing 2 inch (50.8 mm) spherical solids. The pump shall be capable of handling liquids with temperatures to 140°F (60°C) intermittent and shall be capable of intermittently running dry without damage to the seals or bearings.

**Motor** - The pump motor shall be of the submersible type rated 1/2, 1, 1-1/2 or 2 hp as required. Motor shall operate at 3450 RPM and shall be for 115, 208 or 230 volts single phase, or 208, 230, 460, or 575 volts, 3 phase, 60 cycles. Single phase motors shall be of the permanent split capacitor type with no relays or starting switches. Three phase motors shall be squirrel cage induction type. Stator winding shall be of the open type with Class B insulation rated for 130°C maximum operating temperature. The winding housing shall be filled with clean dielectric oil to lubricate bearings, seals, and transfer heat from the windings to the outer shell. The motor assembly shall be of the standard frame design and shall be secured in place by four threaded fasteners allowing for easy field serviceability.

The motor shall be capable of operating over the full range of the performance curve without overloading the motor and causing any objectionable noise or vibration. The common motor pump shaft shall be of 416 stainless steel and shall be heat treated in the die cast motor rotor. The motor shall have two bearings to support the motor, an upper ball bearing to accommodate radial loads and a lower ball bearing to take thrust and radial loads. Ball bearings shall be designed for a B-10 life of 50,000 hours.

A heat sensor thermostat and overload shall be attached to the top end of the motor windings and shall be wired in series with the windings to stop the motor if the motor winding temperature reaches 264°F (130°C). The thermostat shall reset automatically when the motor cools to a safe operating temperature. Three phase motors shall be protected by 3 leg overload relay in control box. Overload shall be of the quick trip ambient compensated type and shall have manual reset button.

**Power Cord** - The motor power cord shall be SJOWW for single phase and SOWW for three phase. The cable jacket shall be sealed at the motor entrance by means of a rubber compression washer and compression nut. A heat shrink tube filled with epoxy shall seal the outer cable jacket and the individual leads to prevent water from entering the motor housing.

**Shaft Seal** - The motor shall be protected by a rotating mechanical shaft seal. The seal shall have carbon and ceramic seal faces lapped to a tolerance of one light band. Metal parts and springs for seals shall be 300 series stainless steel.

**Pump Impeller** - The pump impeller shall be of the recessed vortex type. The impeller shall be constructed of ductile iron. The impeller shall be threaded onto the 416 stainless steel pump/motor shaft.

**Pump and Motor Castings** - All castings shall be of high tensile strength Class 30 gray cast iron. Castings shall be treated with phosphate rinse and painted with a high quality air dry alkyd enamel.

**Fasteners** - All exposed fasteners shall be of 300 series stainless steel.

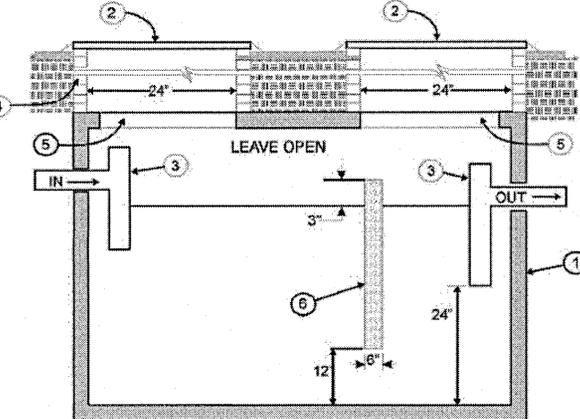
**PENTAIR**

USA: 213 WRIGHT STREET, DELAWARE, WI 53115 WWW.PENTAIR.COM  
CANADA: 490 PINEBUSH SQ., UNIT 4, CAMBRIDGE, ONTARIO, CANADA N1T 0A5  
PH: 888-937-8477 ORDERS FAX: 800-426-9446 PH: 800-263-7867 CHANGES FAX: 888-493-5484

Because we are continuously improving our products and services, Pentair reserves the right to change specifications without prior notice.

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STANDARD DESIGN GREASE INTERCEPTOR



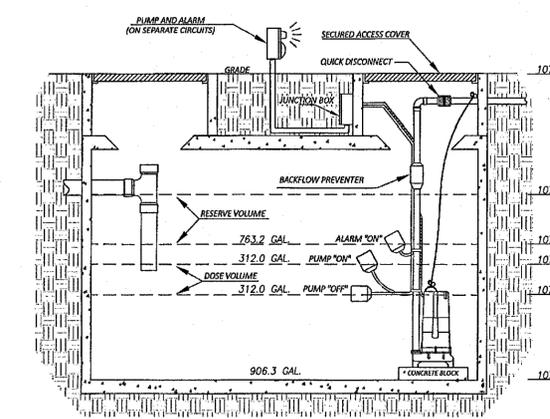
- PRECAST TANK, 2,000 GALLONS.
- MANHOLE TOP AND RING, ONE OVER EACH SECTION.
- PIPE AND FITTINGS OF APPROVED MATERIALS (SCHEDULE 40 PVC - MINIMUM)
- BRICK UP TO GRADE. INSTALL MANHOLE STEPS 2'0" ON CENTER IF THE HEIGHT OF THE BRICK WORK IS GREATER THAN 4'0".
- PROVIDE TOP SECTION WITH 24" DIAMETER OPENING AT EACH END OF THE TANK.
- INSTALL CONCRETE BAFFLE IN TANK

Figure DF - 7

SECTION B | Effluent Distribution

5) Tables, Figures and Forms

Figure 11.E Typical Dosing Tank with Pump



**On-Site Sewage Management Systems Manual**

Page 135 of 289

**Rochester** | **PECCM**  
Rochester and Associates, LLC  
435 West NW, Gainesville, GA 30501  
770.718.0600 P | www.rochester-peccm.com

SEPTIC PLAN FOR:  
**JOE PARKER SPECIAL EVENTS FACILITY**  
LOCATED IN  
3210 JOE PARKER ROAD  
G.M.D. #11  
HALL COUNTY, GEORGIA

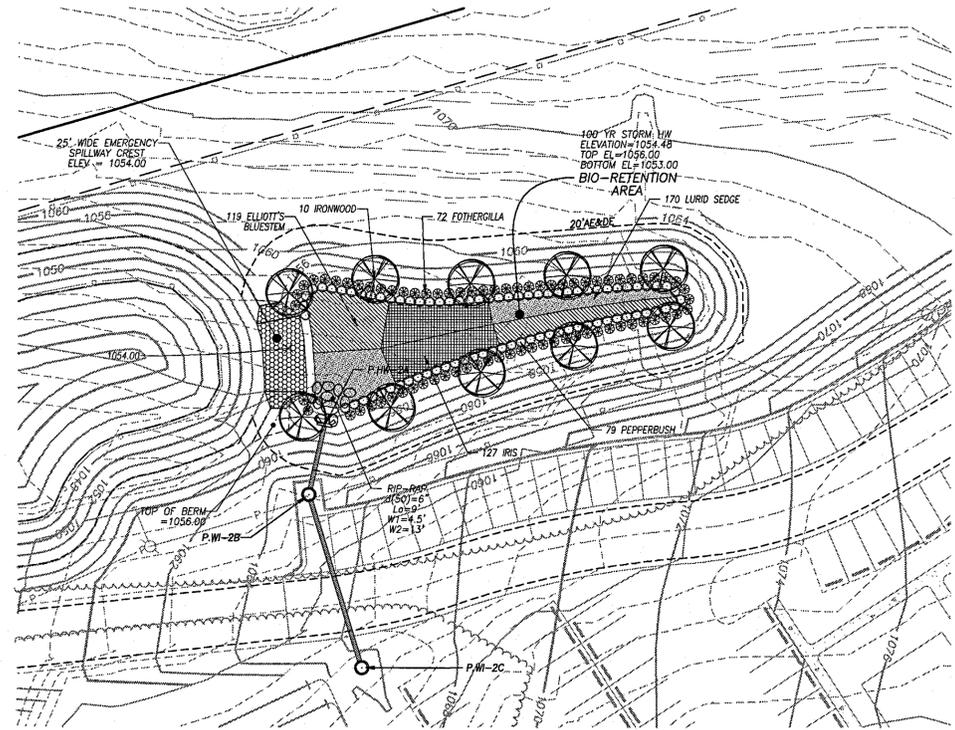
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ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF PENTAIR & HERON AND ASSOCIATES, INC. SHALL BE AT THE USER'S RISK. PENTAIR & HERON AND ASSOCIATES, INC. SHALL NOT BE RESPONSIBLE FOR ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE WRITTEN APPROVAL OF PENTAIR & HERON AND ASSOCIATES, INC.



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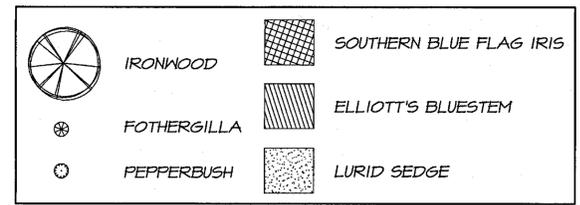


BIO-RETENTION AREA

PLANT LIST

QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
10	CARPINUS CAROLINIANA	IRONWOOD	3" GAL	30' O.C.
72	FOTHERGILLA GARDENII	FOTHERGILLA	3 GAL	4' O.C.
127	IRIS VIRGINICA	SOUTHERN BLUE FLAG IRIS	1 GAL	3' O.C.
114	ANDROPOGON GYRANS	ELLIOTT'S BLUESTEM	1 GAL	3' O.C.
170	CAREX LURIDA	LIRIOD SEDGE	1 GAL	1'-6" O.C.
74	CLETHRA ALNIFOLIA	PEPPERBUSH	3 GAL	3'-6" O.C.

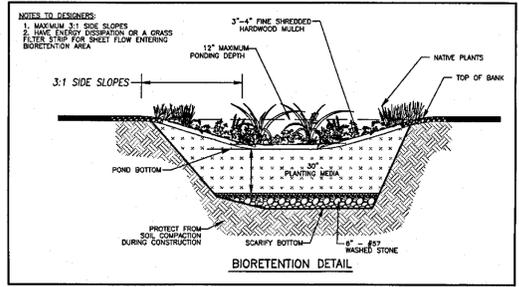
PLANT LEGEND



- NOTES:
- SOIL TESTING REQUIRED FOR ALL BIO-RETENTION AREAS
  - SOIL INFILTRATION RATES MUST ADHERE TO THE FOLLOWING:
    - YIELDS > 0.5 IN./HR. (NO ENGINEERED MEDIA OR UNDERDRAIN REQUIRED)
    - YIELDS < 0.5 IN./HR. (IMPORTED ENGINEERED MEDIA AND/OR UNDERDRAIN REQUIRED)
  - A MINIMUM OF 30" OF PERMEABLE SOIL IS REQUIRED BELOW THE INVERT OF EACH BIO-RETENTION BASIN.
  - IF THE NATIVE SOILS CANNOT SUFFICE FOR THE PLANTING MEDIA USED WITHIN THE BIORETENTION AREA PLANTING BEDS, THEN AN ENGINEERED SOIL MIX SHALL BE PROVIDED THAT MEETS THE FOLLOWING SPECIFICATIONS: TEXTURE: SANDY LOAM OR LOAMY SAND; SAND CONTENT: SOILS SHALL CONTAIN 35%-60% CLEAN, WASHED SAND; TOPSOIL CONTENT: SOILS SHALL CONTAIN 20%-30% TOPSOIL; ORGANIC MATTER CONTENT: SOILS SHALL CONTAIN 10%-25% ORGANIC MATTER; CLAY: SOILS SHALL CONTAIN LESS THAN 15%; INFILTRATION RATE: SOILS SHALL HAVE AN INFILTRATION RATE OF AT LEAST 0.50 INCHES PER HOUR (IN/HR). ALTHOUGH AN INFILTRATION RATE OF BETWEEN 2 AND 4 IN/HR IS PREFERRED; PHOSPHORUS INDEX (P-INDEX): SOILS SHALL HAVE A P-INDEX OF LESS THAN 30; EXCHANGE CAPACITY (CEC): SOILS SHALL HAVE A CEC THAT EXCEEDS 10 MILLIEQUIVALENTS (MEQ) PER 100 GRAMS OF DRY WEIGHT; PH: SOILS SHALL HAVE A PH OF 6-8.
  - TESTING SHALL BE PERFORMED BY A GEOTECHNICAL FIRM WITH A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF GEORGIA AND THE RESULTS SUBMITTED TO THE DESIGN ENGINEER PRIOR TO THE INSTALLATION OF THE BIORETENTION AREA. IF THE INFILTRATION RATE IS LESS THAN 0.5 IN/HR, THE ENGINEER SHALL SPECIFY MATERIAL TO BE INCORPORATED INTO THE SOIL TO ACHIEVE THE REQUIRED INFILTRATION RATE. ADDITIONAL INFILTRATION TESTING AND MATERIAL SHALL BE ADDED TO THE SOIL UNTIL THE INFILTRATION RATE HAS BEEN ACHIEVED. A LETTER FROM THE GEOTECHNICAL FIRM AND DESIGN ENGINEER STATING THE INFILTRATION REQUIREMENTS HAVE BEEN MET SHALL BE SUBMITTED TO THE CITY OF OAKWOOD PRIOR TO THE APPROVAL OF THE FINAL PLAN.

BMP CHART

BMP#	TYPE OF BMP	ON-SITE AREA DRAINING	OFF-SITE AREA DRAINING	STORAGE VOLUME
BMP D	BIO-RETENTION BASIN	2.89 ACRES	0.81 ACRES	5,015 CF



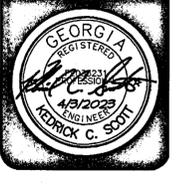
**Rochester** | **DEEM**  
 Rochester and Associates, LLC  
 435 Oak St NW, Gainesville, GA 30501  
 770.716.0600 P | www.rochester-assoc.com

BIO-RETENTION DETAIL  
 FOR :  
**JOE PARKER**  
 SPECIAL EVENTS FACILITY  
 LOCATED IN  
 3210 JOE PARKER ROAD  
 G.A.D. 411  
 HALL COUNTY, GEORGIA

NO.	DATE	DESCRIPTION	REVISIONS

ANY CHANGES OR ALTERATIONS MADE TO THESE CONSTRUCTION DRAWINGS WITHOUT THE SIGNATURE OF THE DESIGN ENGINEER HEREON AND ANY LIABILITY ASSOCIATED WITH THESE DRAWINGS ARE KEPT ON FILE FOR VERIFICATION OF ANY CHANGES.

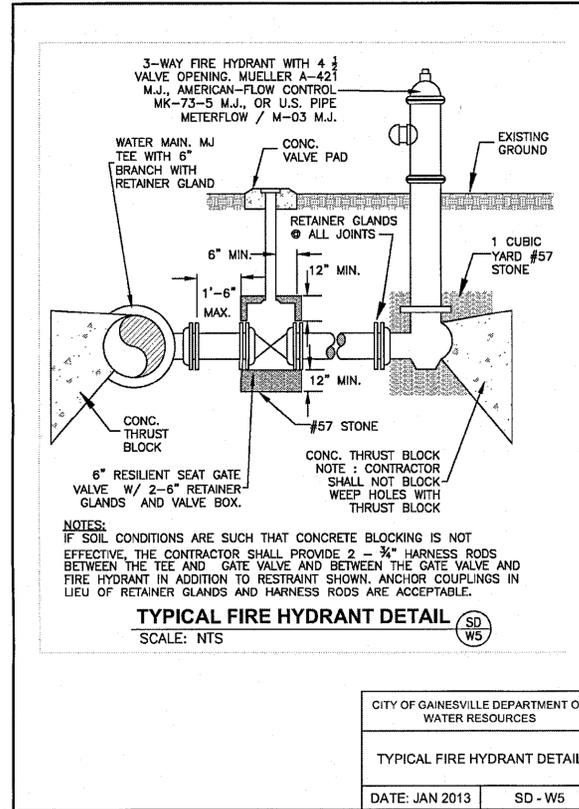
GRAPHIC SCALE  
 15' 0' 30' 60'



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 OF  
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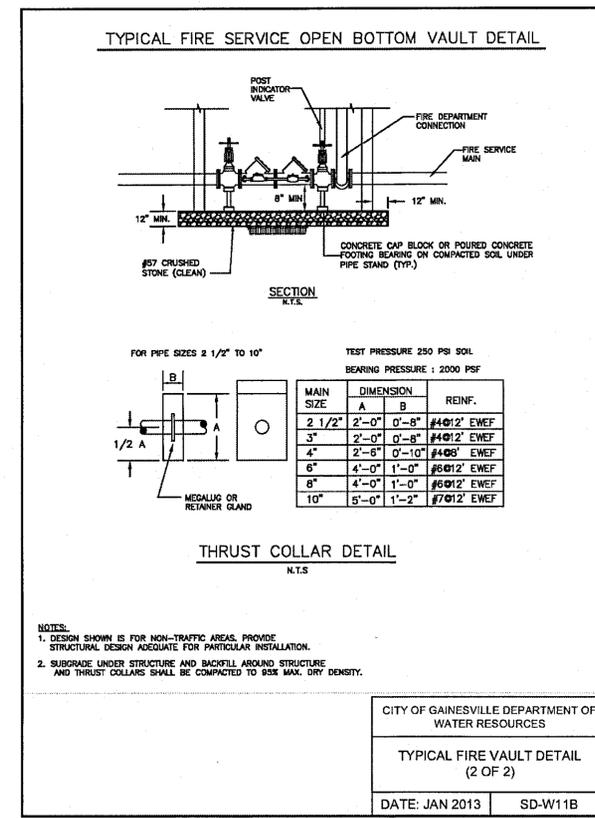
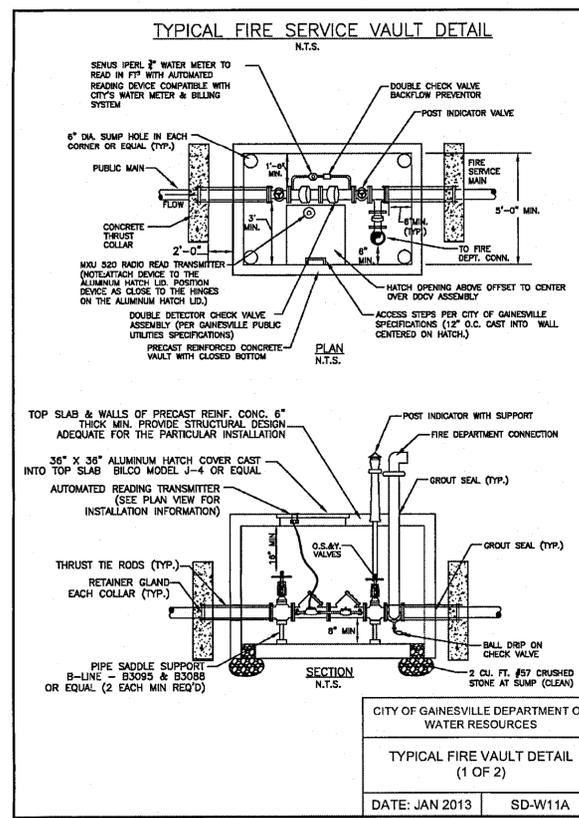






**WATER NOTES:**

- NO ADDITIONAL CONSTRUCTION OR IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO WALLS, FENCES, SIGNS, SPRINKLER SYSTEMS, LIGHTS, TREES, ETC. WILL BE ALLOWED ON THE ROAD RIGHT-OF-WAY.
- THE GAINESVILLE PUBLIC UTILITIES DEPARTMENT SHALL BE NOTIFIED 24 HOURS PRIOR TO ANY OR SANITARY SEWER LINE CONSTRUCTION OR REPAIRS. ONLY CONTRACTORS APPROVED BY GAINESVILLE PUBLIC UTILITIES DEPARTMENT WILL BE ALLOWED TO PERFORM CONSTRUCTION OR REPAIRS CONNECTED TO SAID WATER OR SANITARY SEWER MAINS. CALL ENGINEERING INSPECTOR'S AT (770)339-2407 PRIOR TO BEGINNING CONSTRUCTION OR TO BECOME AN APPROVED CONTRACTOR.
- ALL WATER MAIN AND SANITARY SEWER MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE CITY OF GAINESVILLE STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION OF WATER MAINS AND SANITARY SEWERS, LATEST EDITION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A MARKED-UP SET OF DESIGN DRAWINGS SHOWING ALL "ASBUILT CONDITIONS." THESE "RECORD DRAWINGS" SHALL BE MADE AVAILABLE TO THE DESIGNER AND/OR THE CITY INSPECTOR UPON REQUEST. THE MARK-UPS SHALL BE AT THE SITE AT ALL TIMES AND SHALL BE UTILIZED TO DEVELOP FINAL RECORD DRAWINGS. FINAL ACCEPTANCE OF WATER AND/OR SEWER MAIN CONSTRUCTION WILL NOT BE GRANTED UNTIL ASBUILT DRAWINGS HAVE BEEN RECEIVED BY CITY OF GAINESVILLE PUBLIC UTILITIES ENVIRONMENTAL COMPLIANCE PERMITTING OFFICE.
- CENTERLINE MUST BE SURVEYED AND STAKED FOR GRADING INSPECTION.
- ALL WATER VALVES SHALL BE PLACED OUTSIDE OF PAVEMENT AND FIRE HYDRANTS SHALL BE LOCATED OFF THE BACK OF SHOULDER.
- ANY CHANGES IN THE HORIZONTAL ALIGNMENT SHOWN HEREON SHALL BE APPROVED BY THE CITY OF GAINESVILLE WATER DEPARTMENT AND THE HALL COUNTY ENGINEERING DEPARTMENT PRIOR TO CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY LOCATIONS. CONTRACTOR SHOULD NOTIFY THE UTILITIES PROTECTION CENTER, INC. AT (800) 282-7411 THREE WORKING DAYS BEFORE CONSTRUCTION IS TO BEGIN.
- ALL CONSTRUCTION TO MEET CURRENT CITY OF GAINESVILLE STANDARDS AND SPECIFICATIONS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO SET ALL REQUIRED CONCRETE VALVE MARKERS AS PER THE CITY OF GAINESVILLE.
- FIRE HYDRANTS TO BE PLACED MIN. 6' BEHIND CURB & WATER VALVES OUT OF PAVEMENT.
- ALL DISTURBED AREAS SHALL BE GRASSED IMMEDIATELY UPON COMPLETION OF BACKFILLING TRENCHES.
- MINIMUM COVER OVER WATER AND SEWER LINES SHALL BE 4 FEET. WATER MAINS 12-INCHES AND LARGER SHALL HAVE A MINIMUM OF 5-FEET OF COVER.
- THE TOTAL LENGTH OF WATER MAIN IS 88 LF.

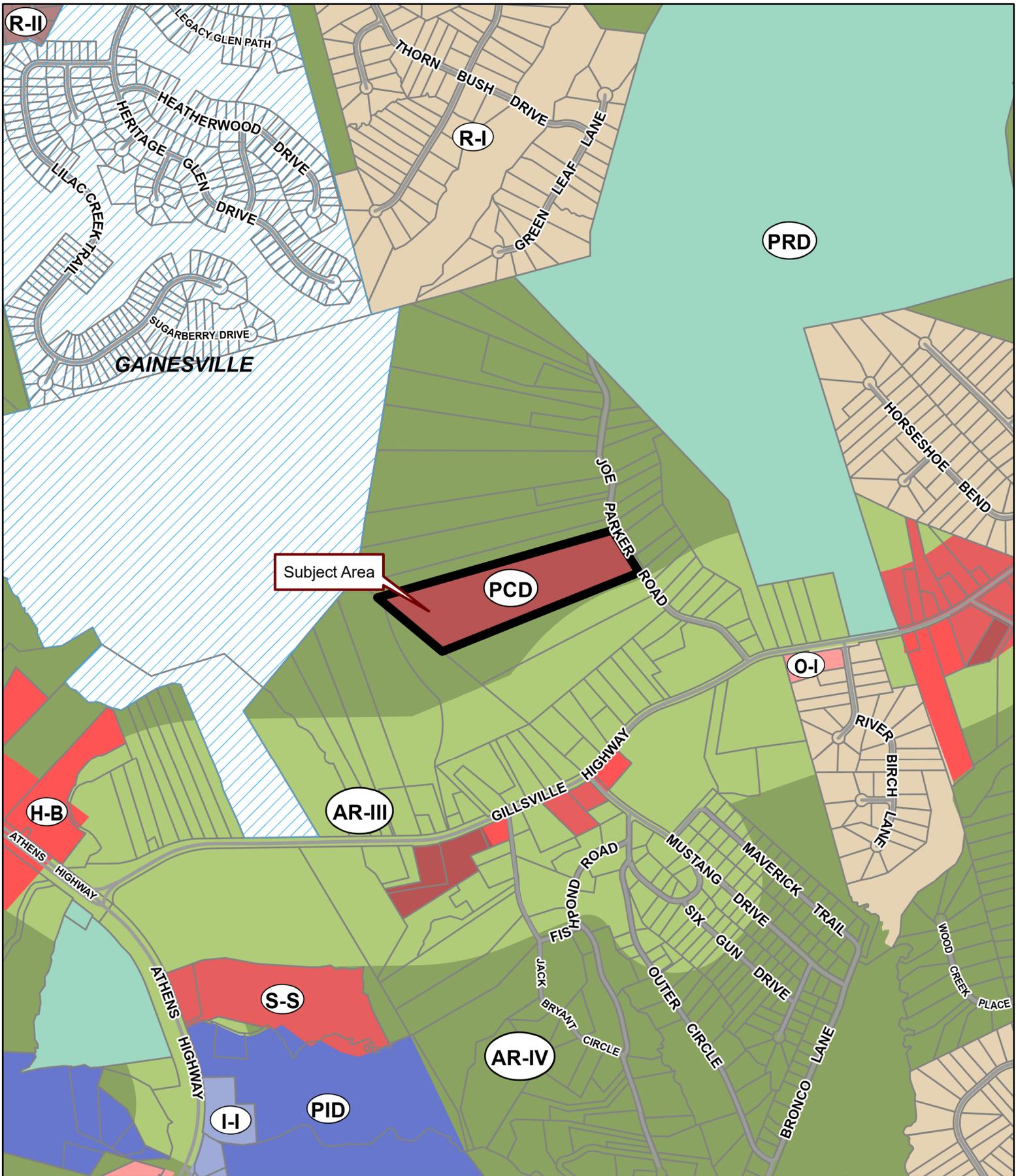


NO.	DATE	DESCRIPTION	REVISIONS

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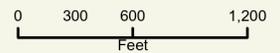
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**Tax Parcel #:** 15023 000055

**Location:** 3210 JOE PARKER ROAD, GAINESVILLE, GA 30507

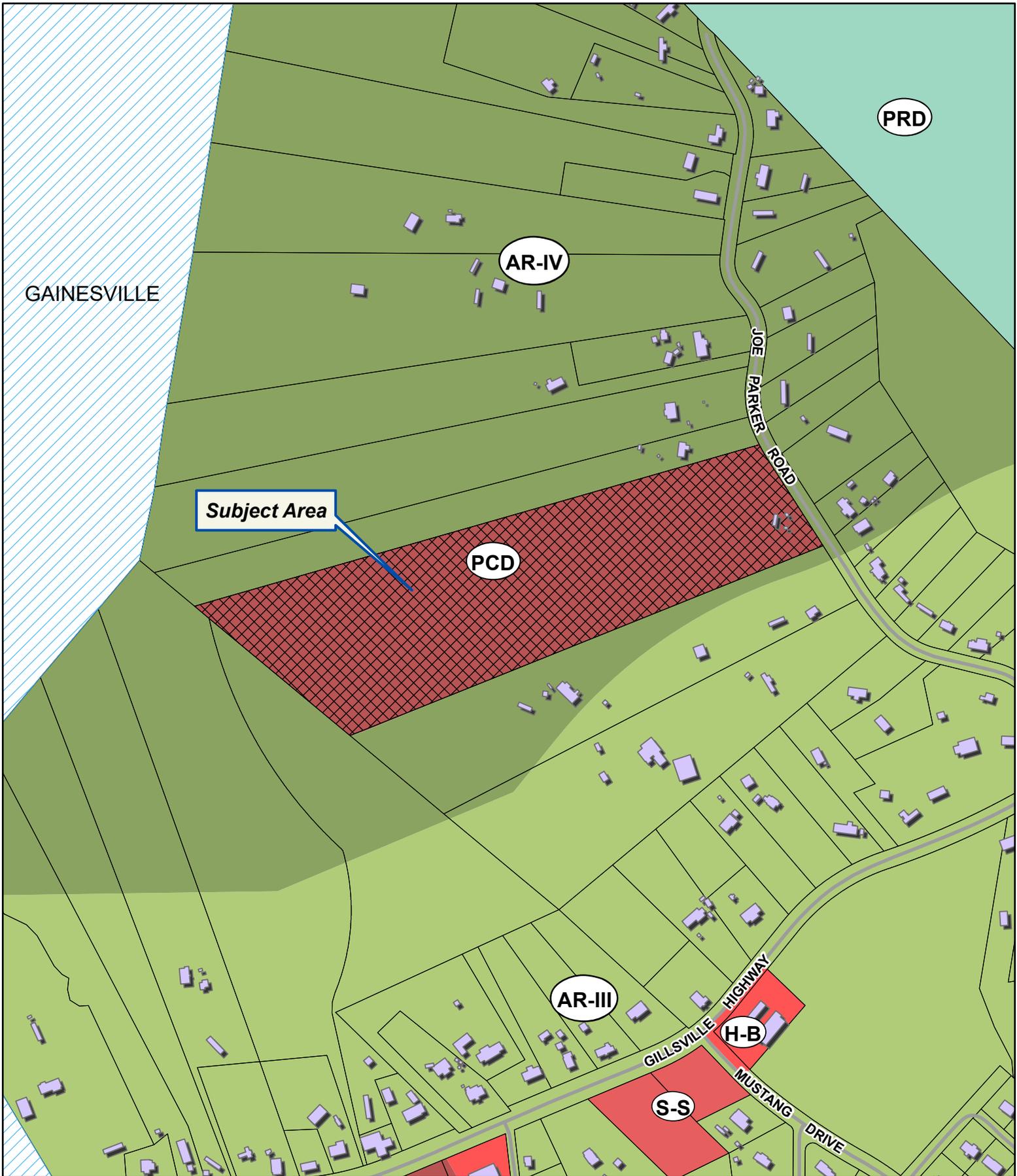
**Commission District 3**

**PC Mtg. Date:** 12/04/23



- Zoning Boundary
- City Limits
- Subject Area
- Structure





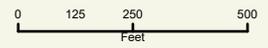
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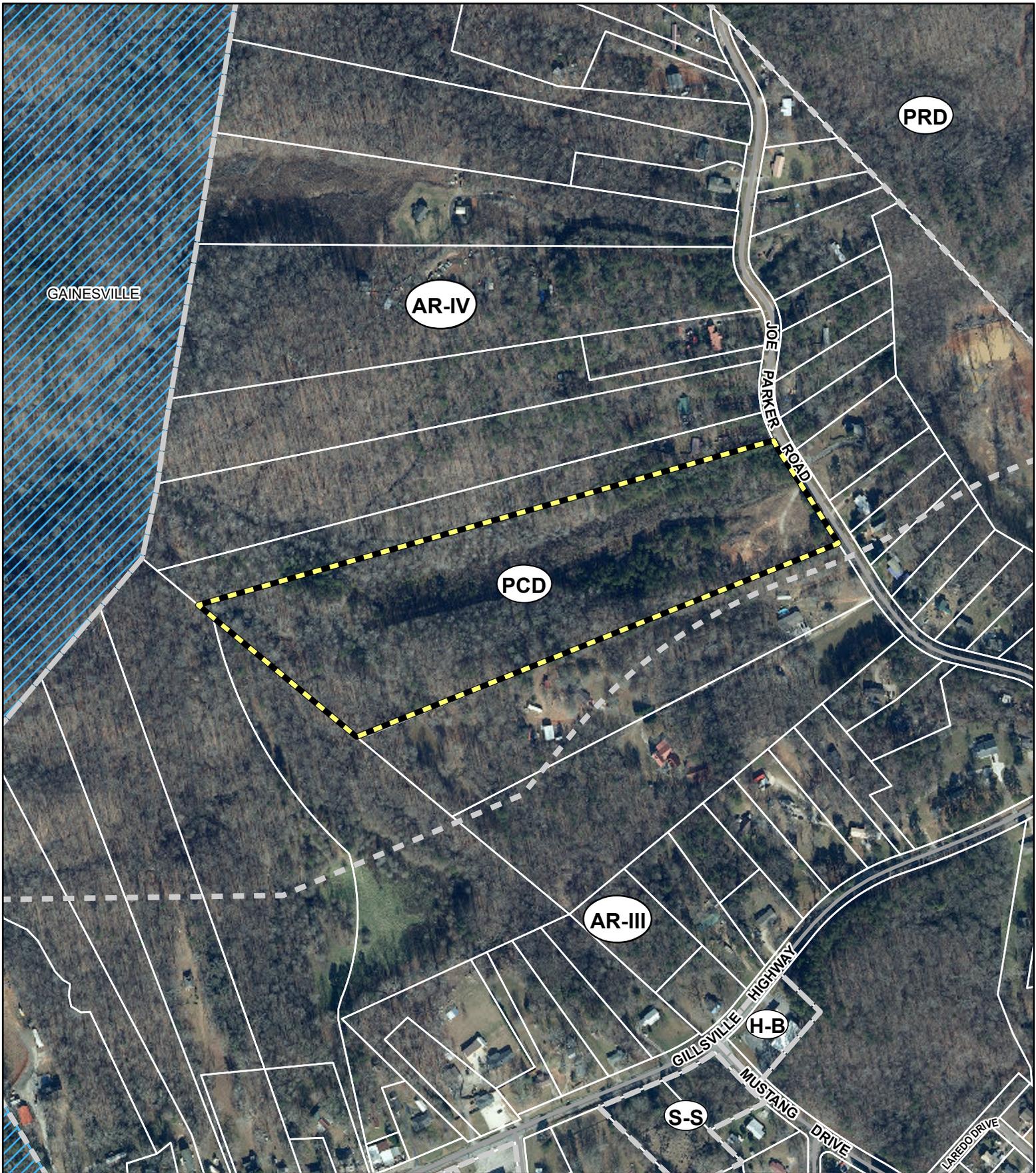
**Commission District 3**

**PC Mtg. Date:** 12/04/23



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





**Applicant:** EL ALAMO PROPERTIES, LLC

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**Location:** 3210 JOE PARKER ROAD, GAINESVILLE, GA 30507

**Commission District 3**

**PC Mtg. Date:** 12/04/23

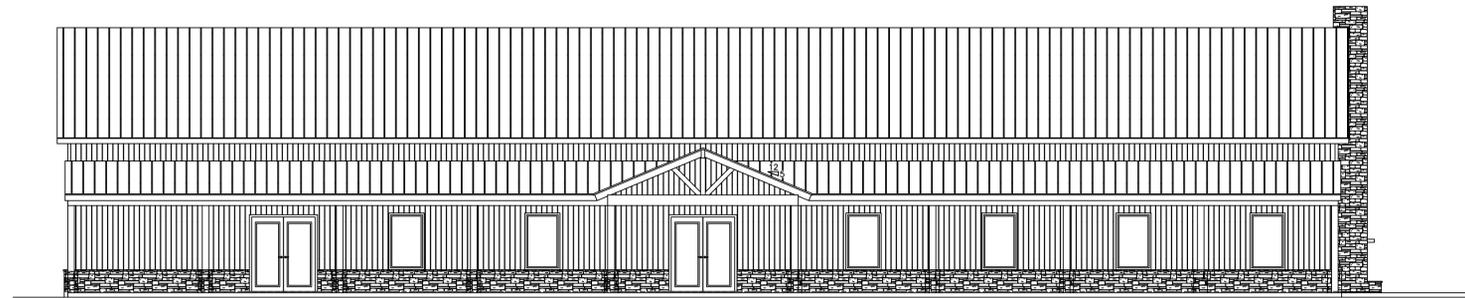


-  Zoning Boundary
-  City Limits
-  Subject Area



# JOE PARKER ROAD EVENT CENTER

HALL COUNTY, GEORGIA



**CDD - DRD**

P.O. BOX 455  
ALTO, GA. 30510  
(706)968-9270 or (706)201-4351

Revisions:

NO.	DESCRIPTION

**JOE PARKER ROAD  
EVENT CENTER**  
HALL COUNTY, GA.

## SYMBOL LEGEND

OFFICE SPACE NAME  
 ROOM NUMBER

ROOM NAME  
& NUMBER

DRAWING NUMBER  
**FLOOR PLAN** DRAWING TITLE  
SCALE: 1/4" = 1'-0" SCALE OF DRAWING  
SHEET NUMBER DRAWING TITLE

ELEVATION DWG. #  
 SHT. REFERENCE

INTERIOR ELEVATION

SECTION DWG. #  
 SHT. REFERENCE

SECTION CUT

DETAIL DWG. #  
 DETAIL DWG. No.  
 AREA DETAILED OR ENLARGED  
 SHT. REFERENCE  
SHT. REFERENCE AREA DETAILED OR ENLARGED

DETAIL REFERENCE

## PROJECT DATA

## DRAWING INDEX

- CVR COVER SHEET
- A-1.0 FOUNDATION PLAN
- A-1.1 FOUNDATION NOTES & DETAILS
- A-1.2 MAIN FLOOR PLAN
- A-1.3 UPPER FLOOR PLAN & SCHEDULES
- A-1.4 ROOF PLAN
- A-2.1 ELEVATIONS
- A-2.2 ELEVATIONS
- A-3.1 SECTIONS & DETAILS
  
- E-1.2 MAIN & UPPER FLOOR POWER PLANS
- E-1.3 MAIN & UPPER FLOOR LIGHTING PLANS
  
- M-1.2 MAIN & UPPER FLOOR HVAC PLANS
  
- P-1.2 MAIN & UPPER FLOOR PLUMBING PLANS
- P-1.3 PLUMBING DETAILS
  
- LS-1 MAIN & UPPER FLOOR LIFE SAFETY PLANS

Date: **06-16-21**

Scale: **AS NOTED**

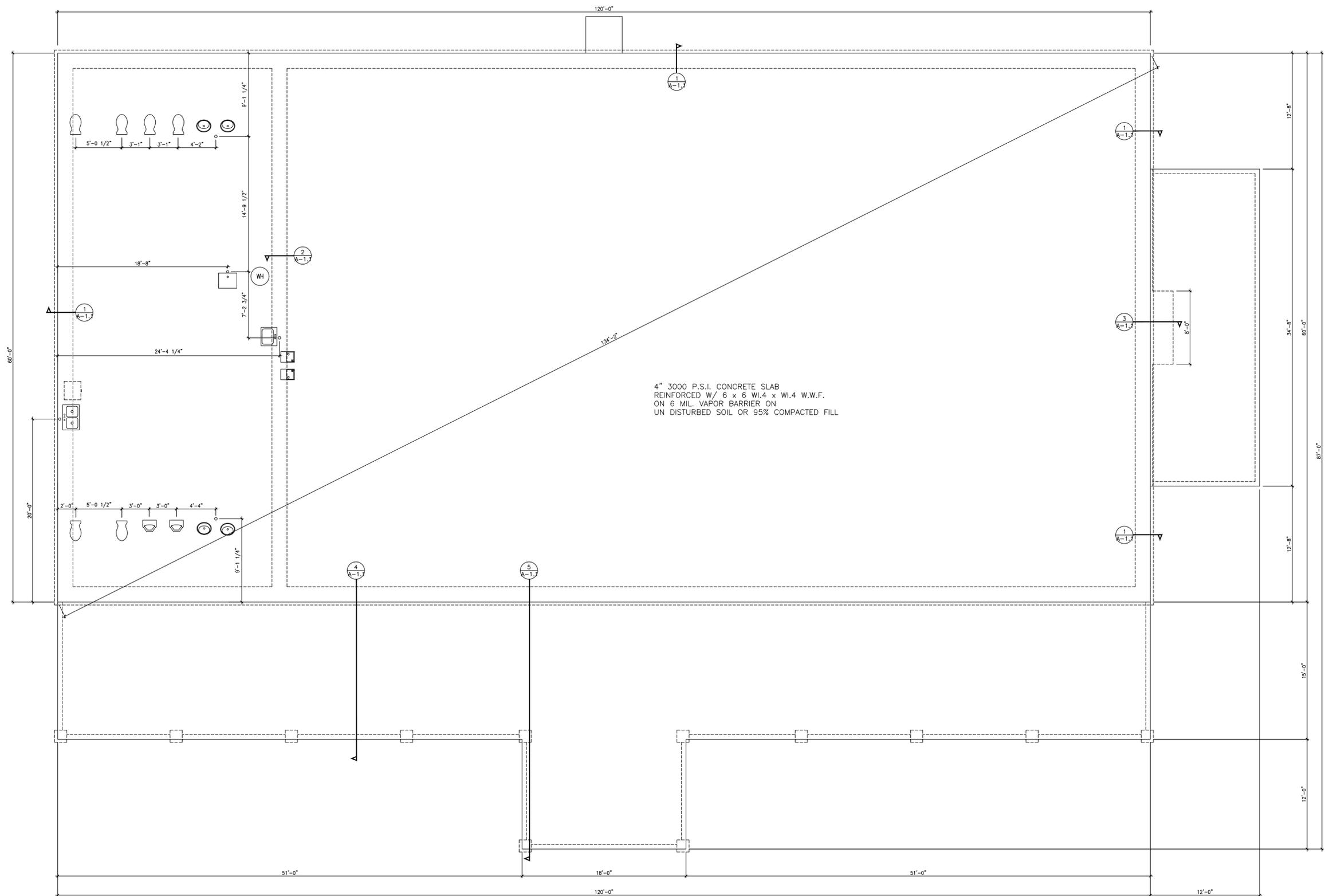
Drawn By: **KC-KD**

Checked By: **XXX**

**COVER SHEET**

Sheet Number:

**CVR**



**FOUNDATION PLAN**  
 SCALE: 3/16"=1'-0"

**CDD - DRD**

P.O. BOX 455  
 ALTO, GA. 30510  
 (706)968-9270 or (706)201-4351

Revisions:

No.	Description

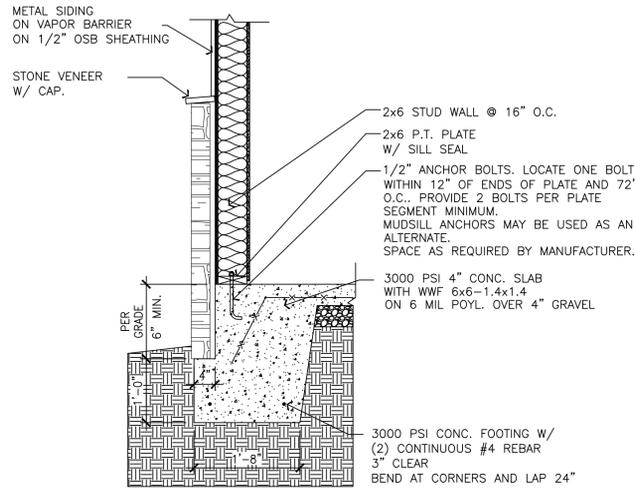
**JOE PARKER ROAD  
 EVENT CENTER  
 HALL COUNTY, GA.**

Date: **06-16-21**  
 Scale: **AS NOTED**  
 Drawn By: **KC-KD**  
 Checked By:

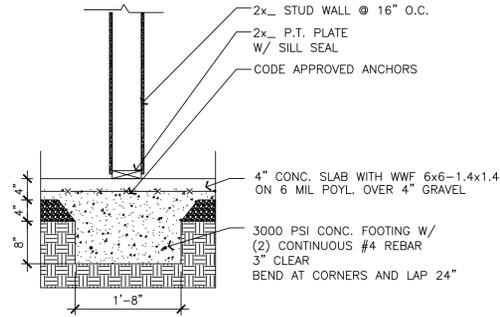
**FOUNDATION PLAN**

Sheet Number:

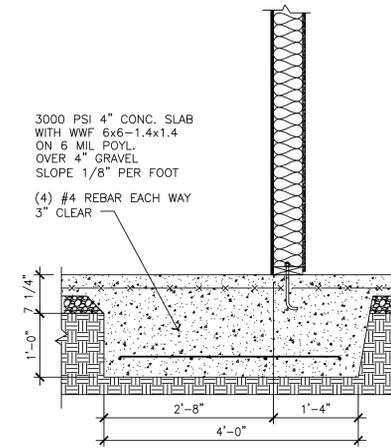
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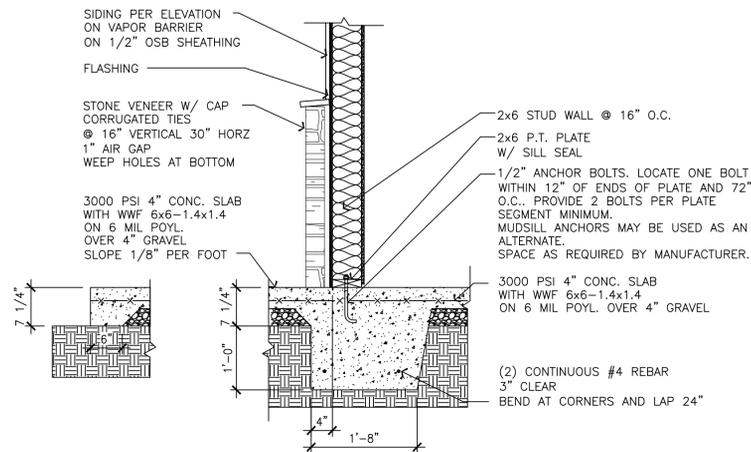
1 FOUNDATION DETAIL  
A-1.1 N.T.S.



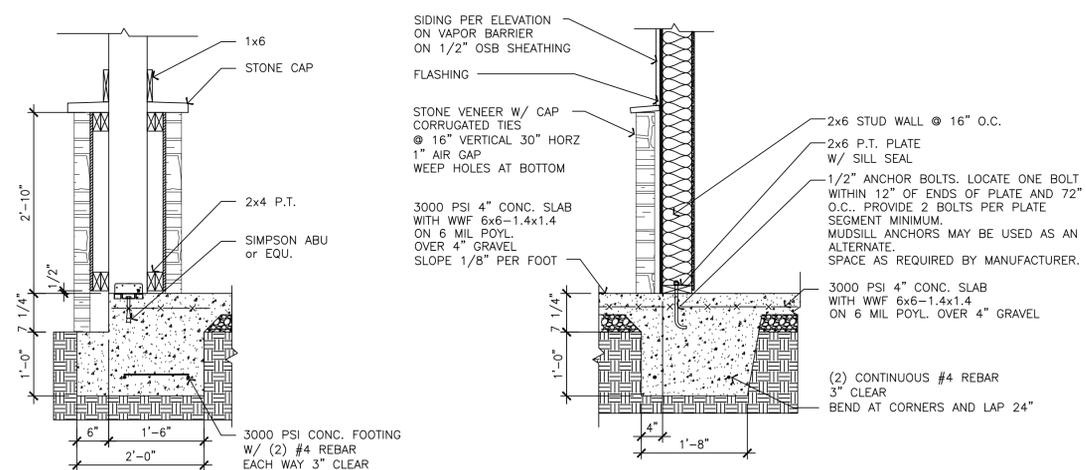
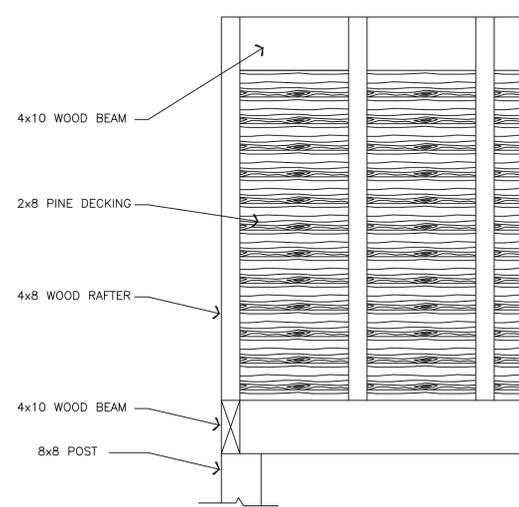
2 FOUNDATION DETAIL  
A-1.1 N.T.S.



3 FOUNDATION DETAIL  
A-1.1 N.T.S.



4 FOUNDATION DETAIL  
A-1.1 N.T.S.



5 FOUNDATION DETAIL  
A-1.1 N.T.S.

CDD - DRD

P.O. BOX 455  
ALTO, GA. 30510  
(706)968-9270 or (706)201-4351

Revisions:

NO.	DESCRIPTION

JOE PARKER ROAD  
EVENT CENTER  
HALL COUNTY, GA.

Date: 06-16-21

Scale: AS NOTED

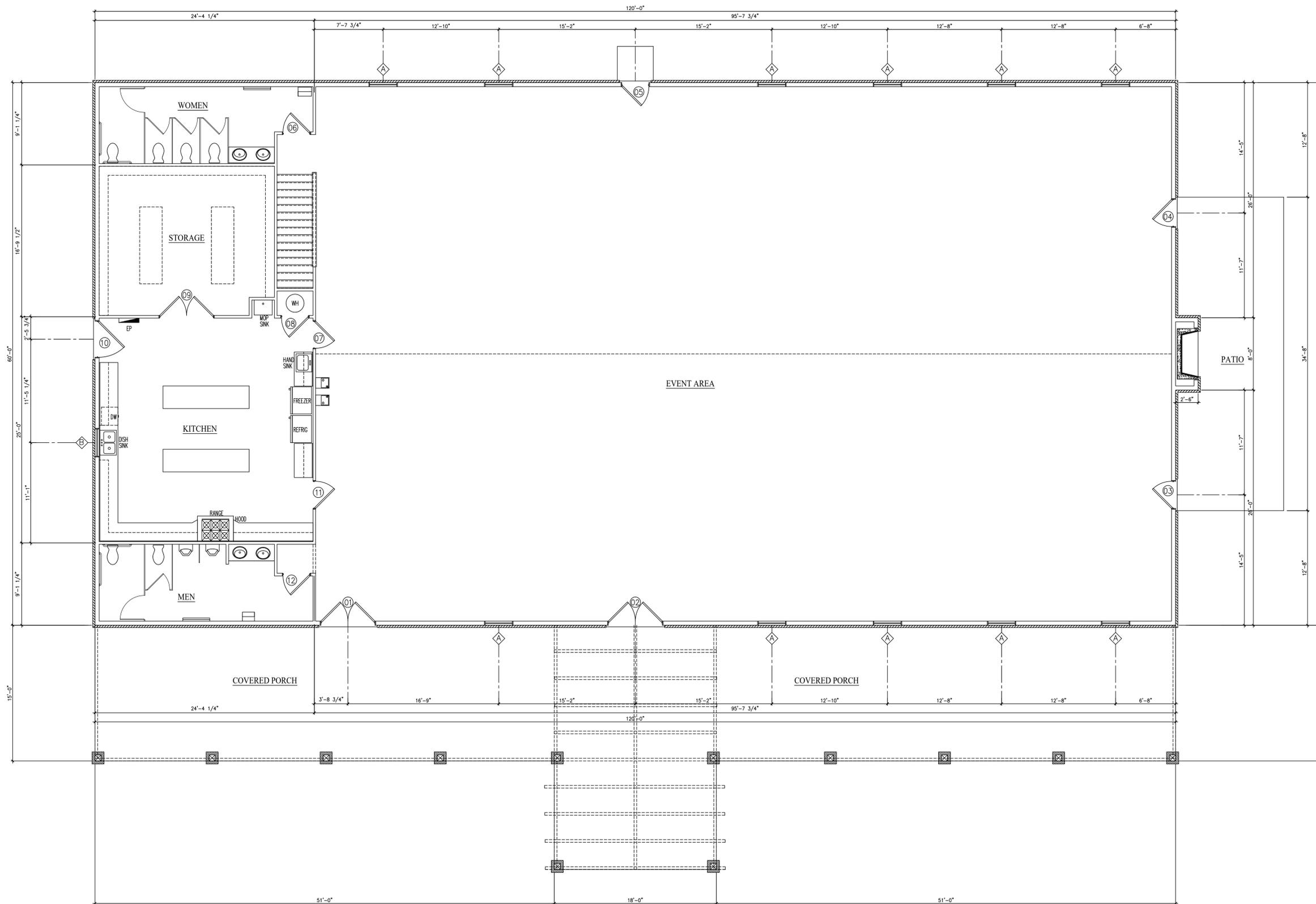
Drawn By: KC-KD

Checked By:

FOUNDATION  
NOTES & DETAILS

Sheet Number:

A-1.1



**MAIN FLOOR PLAN**  
SCALE: 3/16"=1'-0"

AREA CALCULATIONS	
MAIN LEVEL	7,200
UPPER LEVEL	432
COVERED PORCH	2,016

**CDD - DRD**  
P.O. BOX 455  
ALTO, GA. 30510  
(706)968-9270 or (706)201-4351

Revisions:

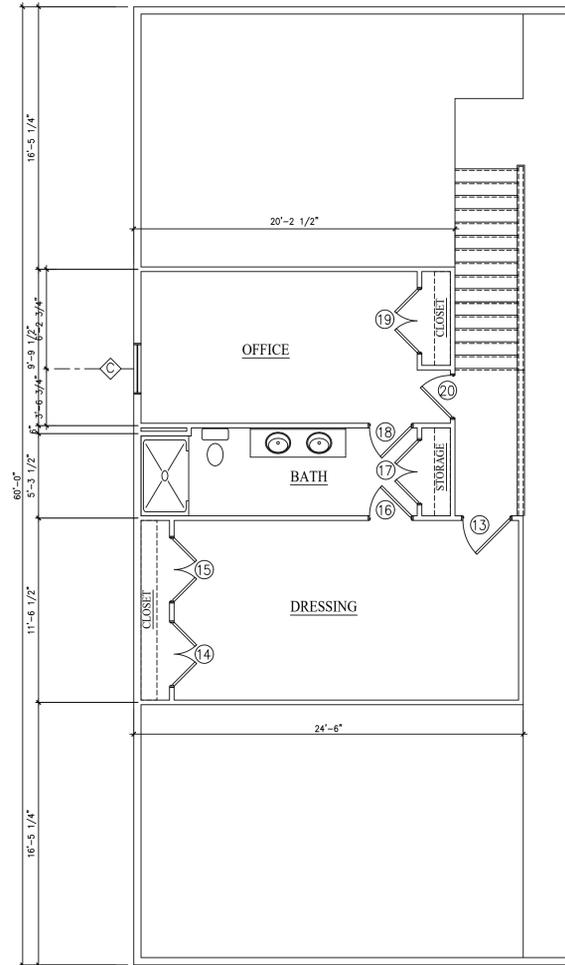
No.	Description

**JOE PARKER ROAD  
EVENT CENTER**  
HALL COUNTY, GA.

Date: **06-16-21**  
Scale: **AS NOTED**  
Drawn By: **KC-KD**  
Checked By:

**MAIN FLOOR PLAN**  
Sheet Number:

**A-1.2**



WINDOW SCHEDULE				
MARK	SIZE		TYPE	NOTES
	WIDTH	HEIGHT		
Ⓐ	3'-0"	5'-0"	FIXED	
Ⓑ	3'-0"	3'-0"	FIXED	
Ⓒ	3'-0"	5'-0"	FIXED	

DOOR AND FRAME SCHEDULE									
MARK	DOOR					FRAME			
	SIZE			MATERIAL	TYPE	MATERIAL	TYPE	SILL	NOTES
	WD	HGT	THK						
①	Pr-3'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
②	Pr-3'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
③	3'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
④	3'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑤	3'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑥	3'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑦	3'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑧	3'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑨	Pr-3'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑩	3'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑪	3'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑫	3'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑬	3'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑭	Pr-2'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑮	Pr-2'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑯	2'-8"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑰	Pr-2'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑱	2'-8"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑲	Pr-2'-0"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	
⑳	2'-8"	6'-8"	1 3/4"	WOOD		WOOD	PRE-HUNG UNIT	YES	

**CDD - DRD**

P.O. BOX 455  
ALTO, GA. 30510  
(706)968-9270 or (706)201-4351

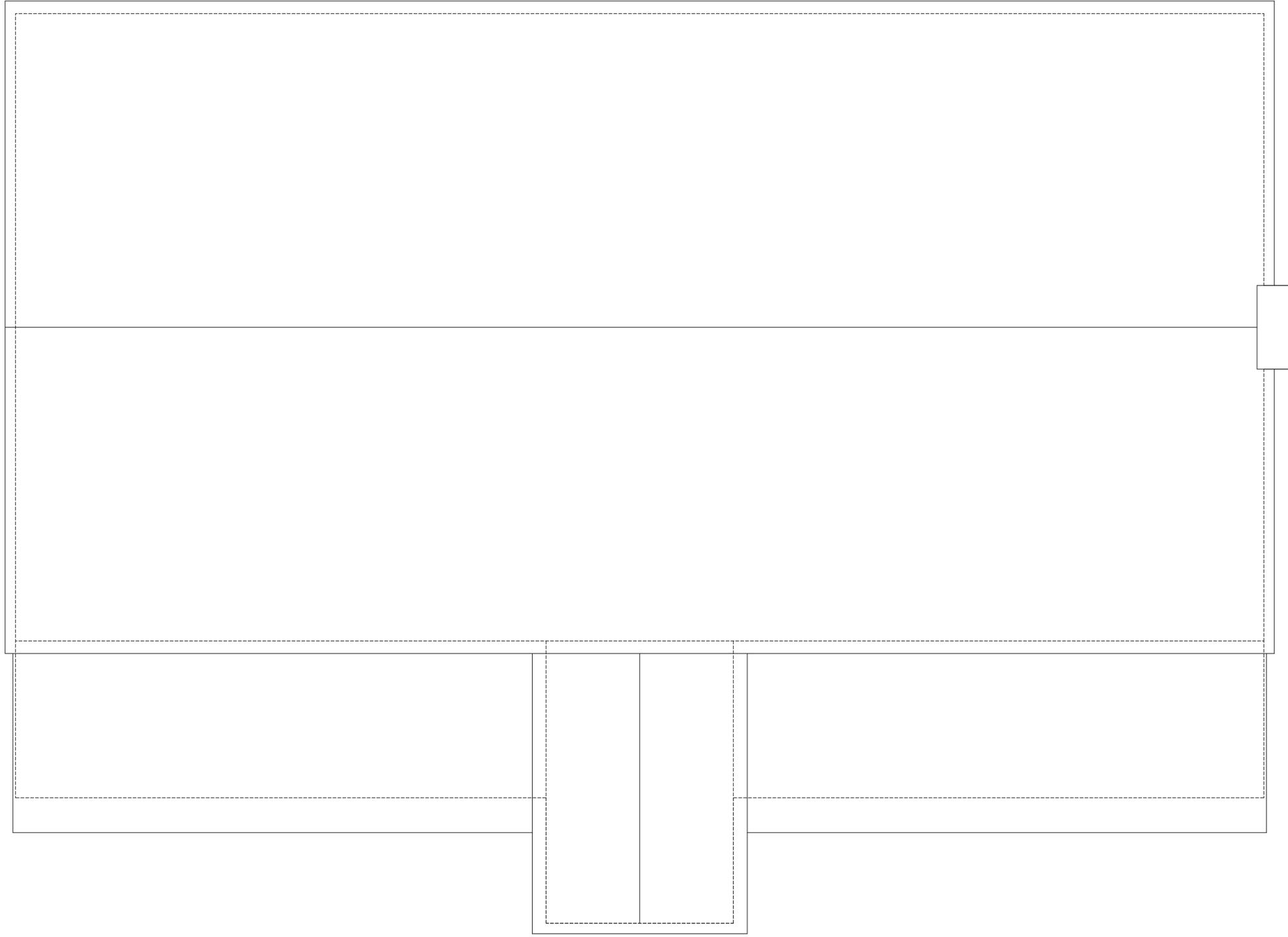
Revisions:	

**JOE PARKER ROAD  
EVENT CENTER  
HALL COUNTY, GA.**

Date: **06-16-21**  
Scale: **AS NOTED**  
Drawn By: **KC-KD**  
Checked By:

**MAIN FLOOR PLAN**  
Sheet Number:

**A-1.3**



**ROOF PLAN**  
SCALE: 3/16"=1'-0"



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 P.O. BOX 455  
 ALTO, GA. 30510  
 (706)968-9270 or (706)201-4351

Revisions:


**JOE PARKER ROAD  
 EVENT CENTER**  
 HALL COUNTY, GA.

Date: **06-16-21**

Scale: **AS NOTED**

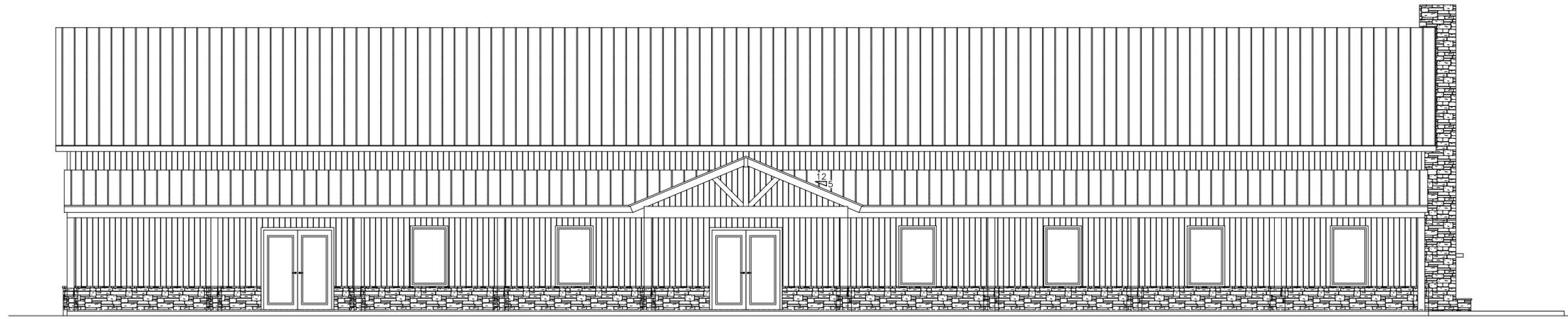
Drawn By: **KC-KD**

Checked By:

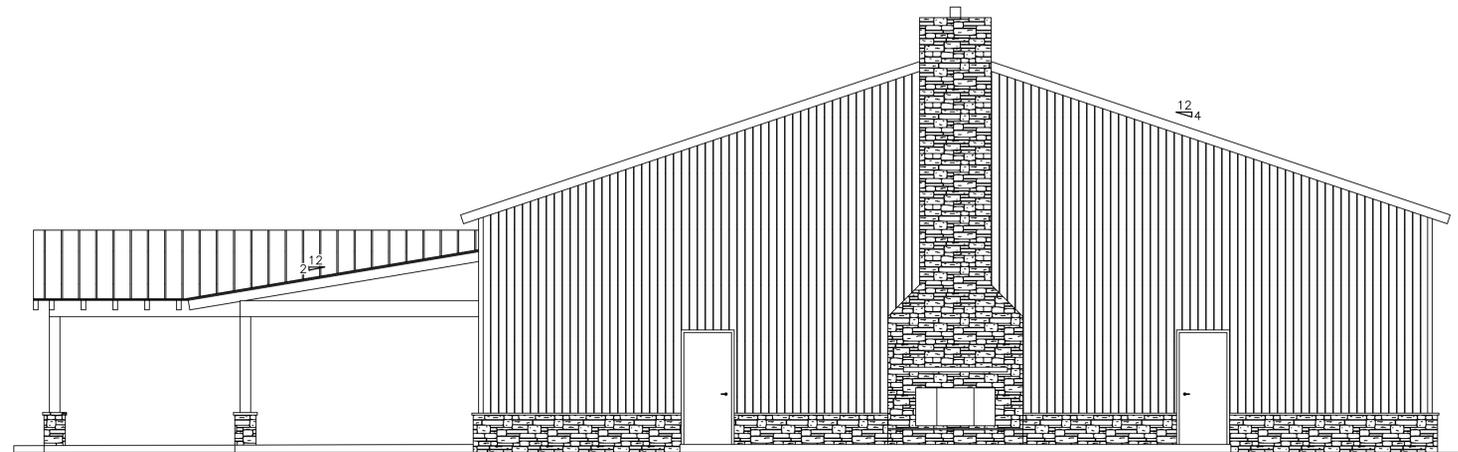
**ROOF PLAN**

Sheet Number:

**A-1.4**



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



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

**CDD - DRD**

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ALTO, GA. 30510  
(706)968-9270 or (706)201-4351

Revisions:

NO.	DESCRIPTION

**JOE PARKER ROAD  
EVENT CENTER**  
HALL COUNTY, GA.

Date: 06-16-21

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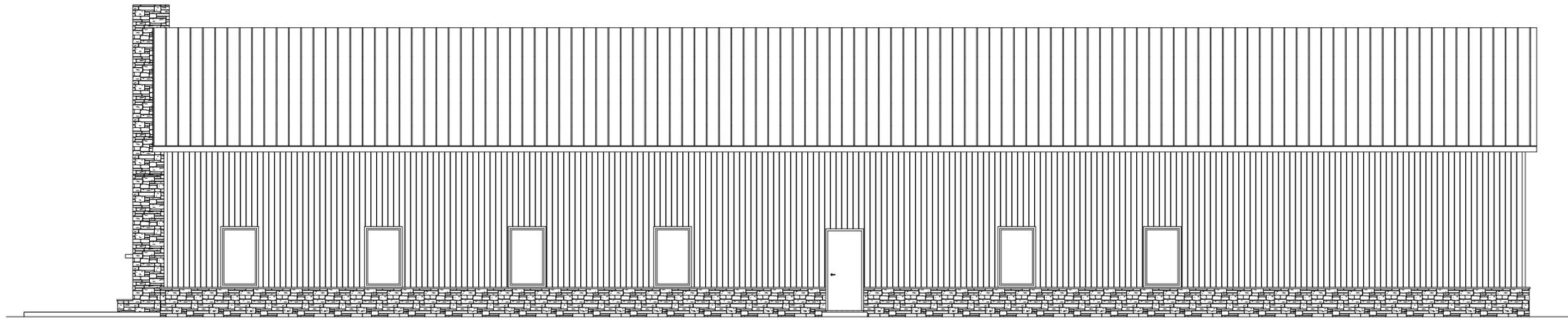
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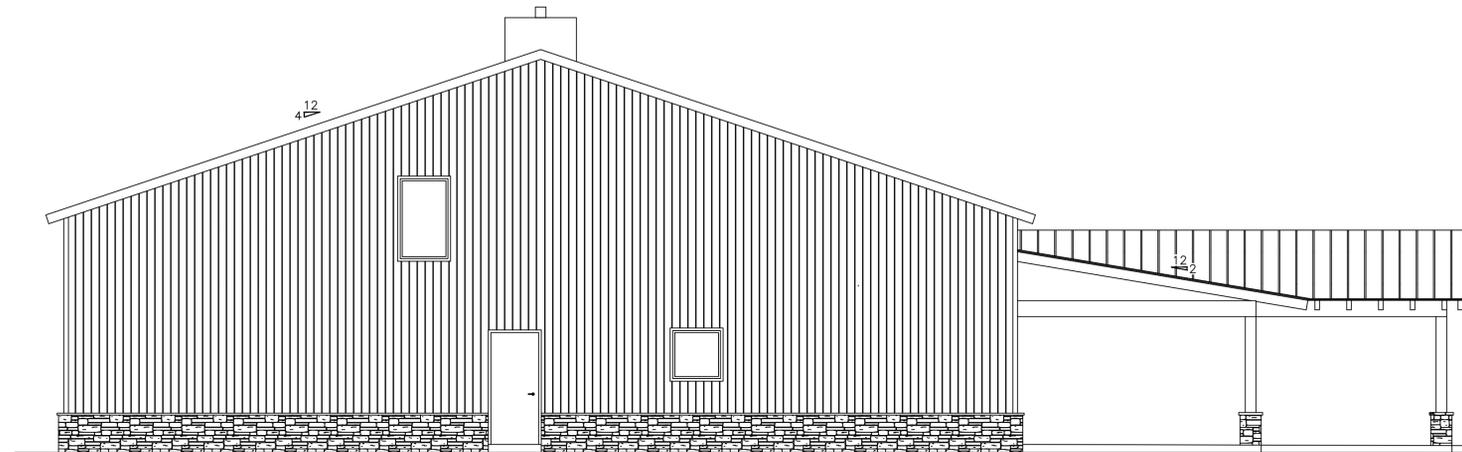
ELEVATIONS

Sheet Number:

**A-2.1**



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



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

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Revisions:

NO.	DESCRIPTION

**JOE PARKER ROAD  
EVENT CENTER**  
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Date: 06-16-21

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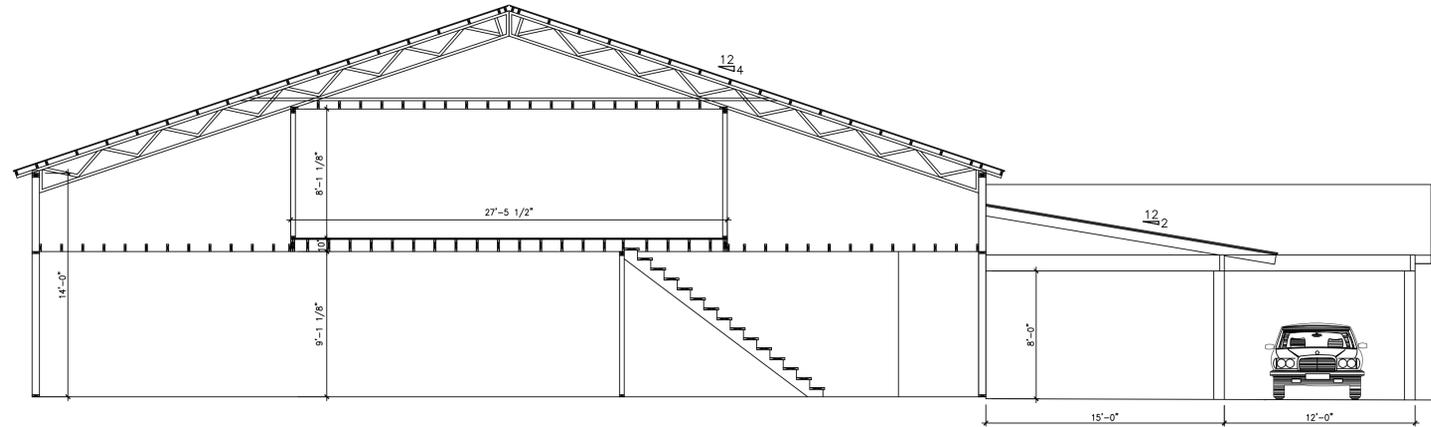
Drawn By: KC-KD

Checked By:

ELEVATIONS

Sheet Number:

**A-2.2**



BUILDING SECTION  
SCALE: 3/16"=1'-0"

**CDD - DRD**

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ALTO, GA. 30510  
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Revisions:

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**JOE PARKER ROAD  
EVENT CENTER**  
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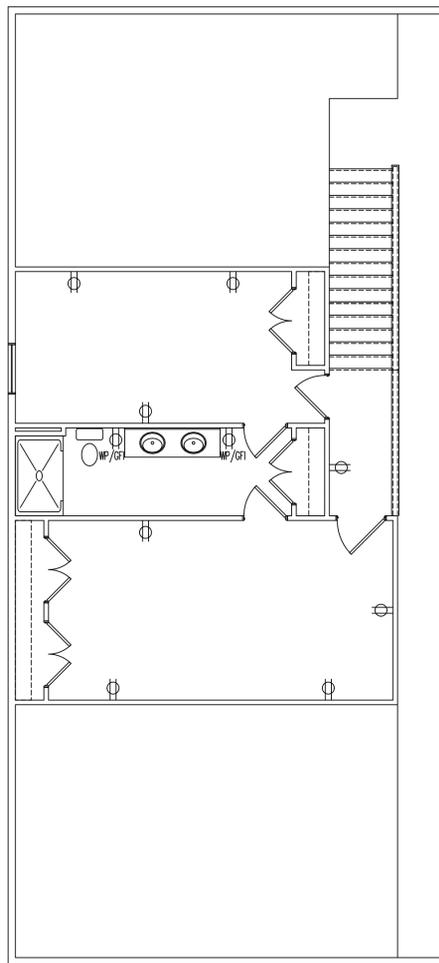
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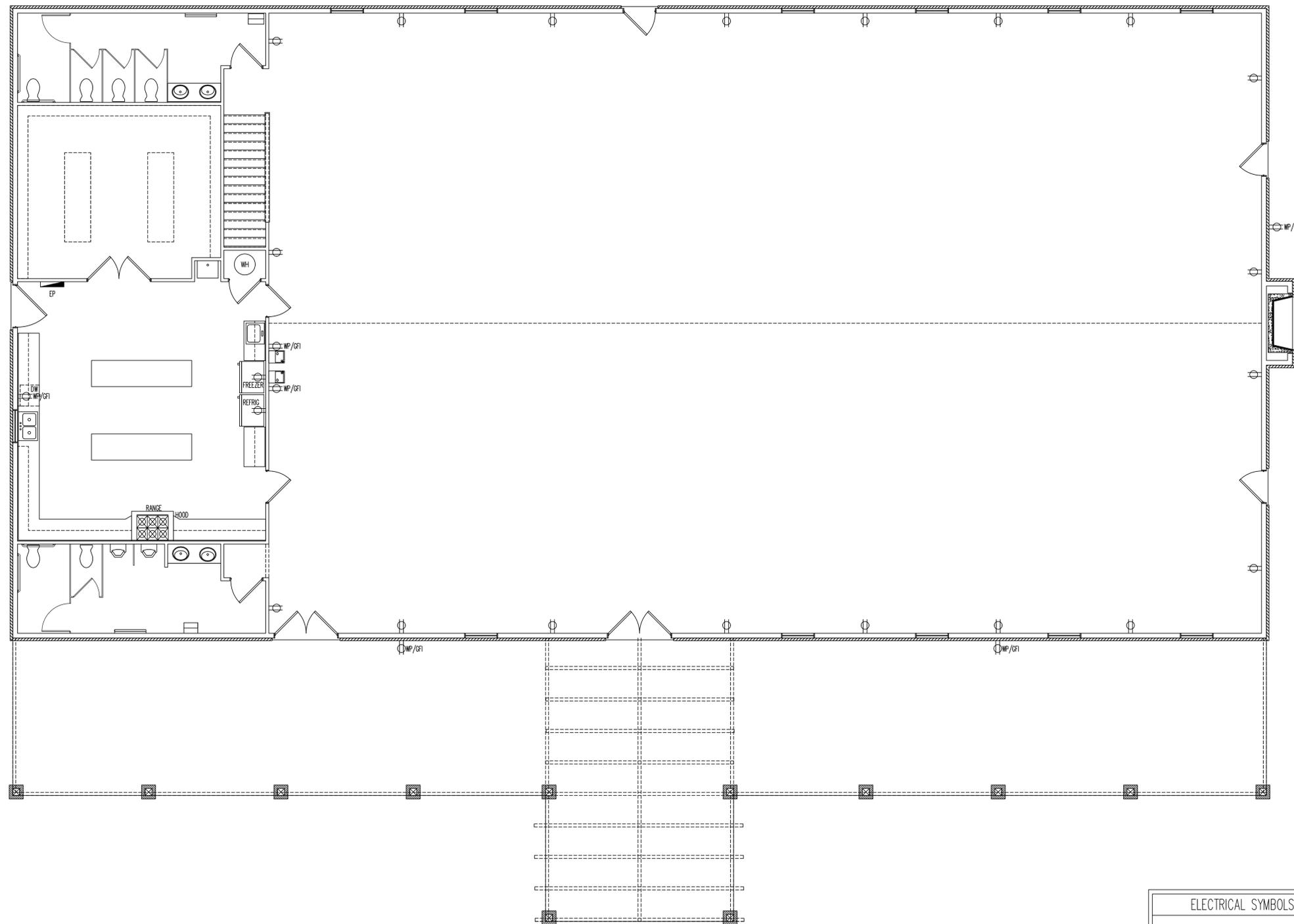
**SECTION  
& DETAILS**

Sheet Number:

**A-3.1**



UPPER FLOOR POWER PLAN  
SCALE: 3/16"=1'-0"



MAIN FLOOR POWER PLAN  
SCALE: 3/16"=1'-0"

ELECTRICAL SYMBOLS	
	CONVENIENCE OUTLET - SET 12" AFF U.N.O.
	CONVENIENCE OUTLET - 42" AFF
	CONV. OUTLET - 1/2 SWITCHED 12" A.F.F.
	CONV. OUTLET- WATER PROOF- GFI
	GARAGE DOOR OPENER
	DISHWASHER OUTLET
	ELECTRIC PANEL

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Revisions:

No.	Description

**JOE PARKER ROAD  
EVENT CENTER**  
HALL COUNTY, GA.

Date: **06-16-21**

Scale: **AS NOTED**

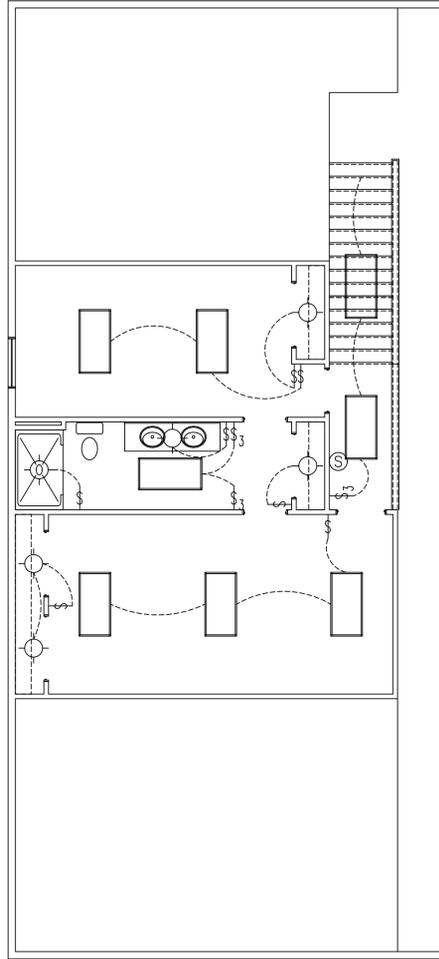
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Checked By:

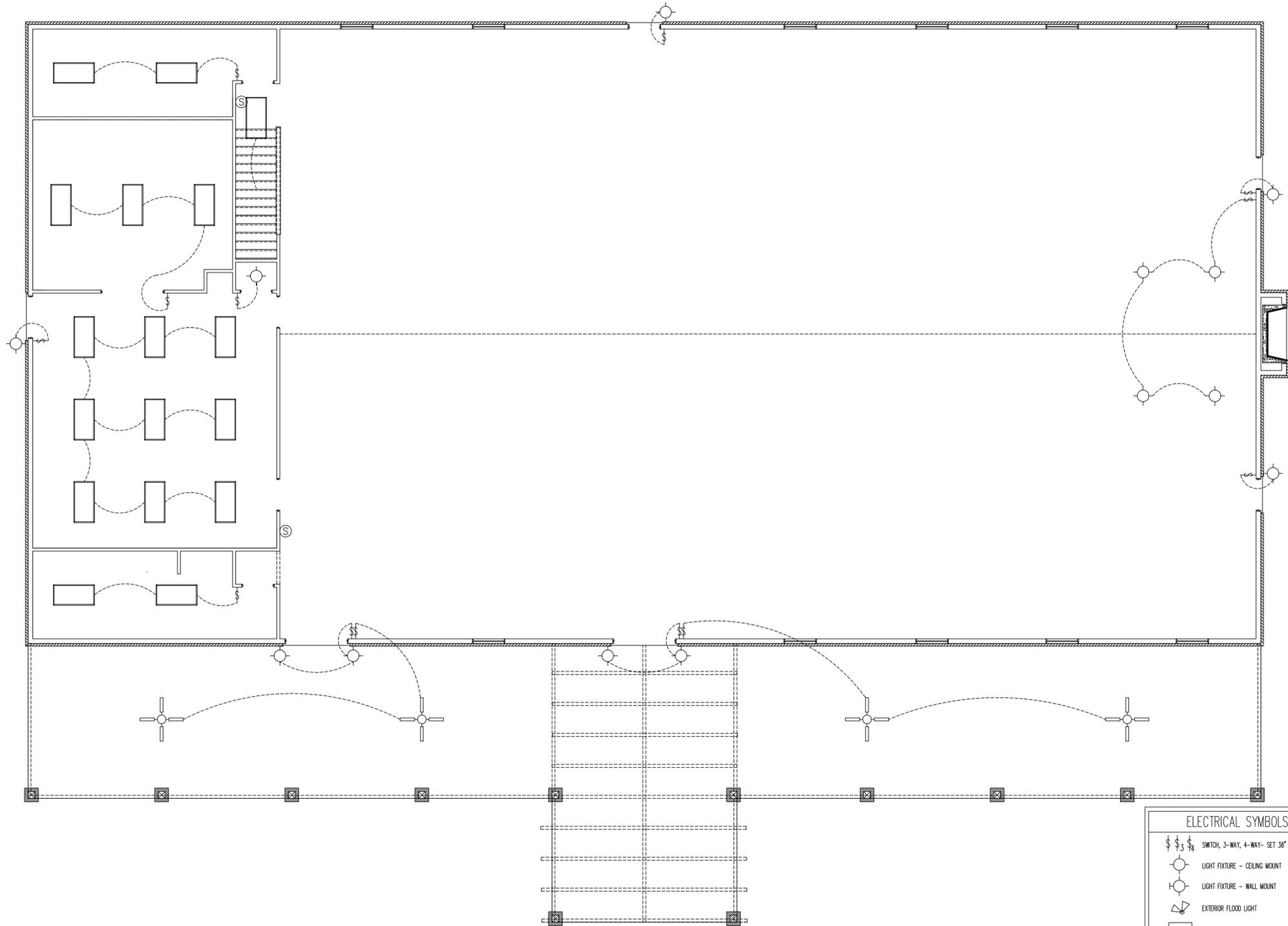
**MAIN & UPPER  
POWER PLANS**

Sheet Number:

**E-1.2**



UPPER FLOOR LIGHTING PLAN  
SCALE: 3/16"=1'-0"



MAIN FLOOR LIGHTING PLAN  
SCALE: 3/16"=1'-0"

ELECTRICAL SYMBOLS	
	SWITCH, 3-WAY, 4-WAY- SET 36" AFF U.L.O.
	LIGHT FIXTURE - CEILING MOUNT
	LIGHT FIXTURE - WALL MOUNT
	EXTERIOR FLOOD LIGHT
	FLOURESCENT LIGHT FIXTURE
	SMOKE DETECTOR
	EXHAUST FAN
	VENT TO EXT
	EXHAUST FAN / LIGHT COMBO
	FAN / LITE COMBO
	VENT TO EXT
	CLING FAN

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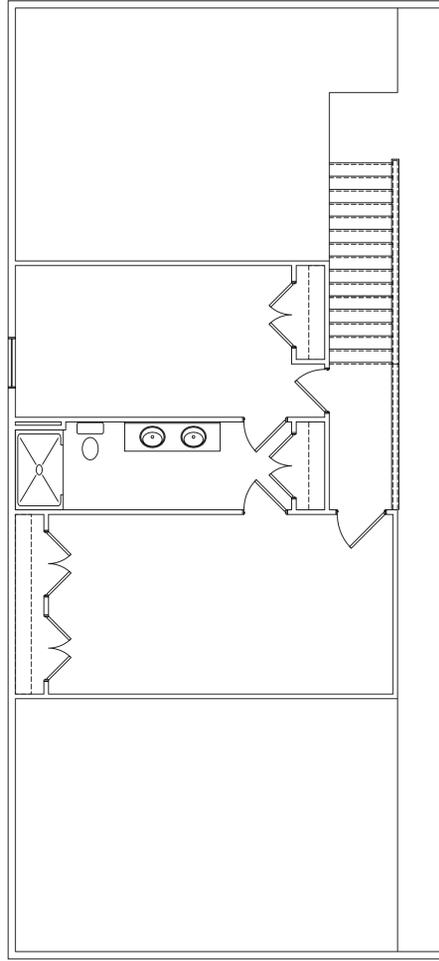
Revisions:	

**JOE PARKER ROAD  
EVENT CENTER**  
HALL COUNTY, GA.

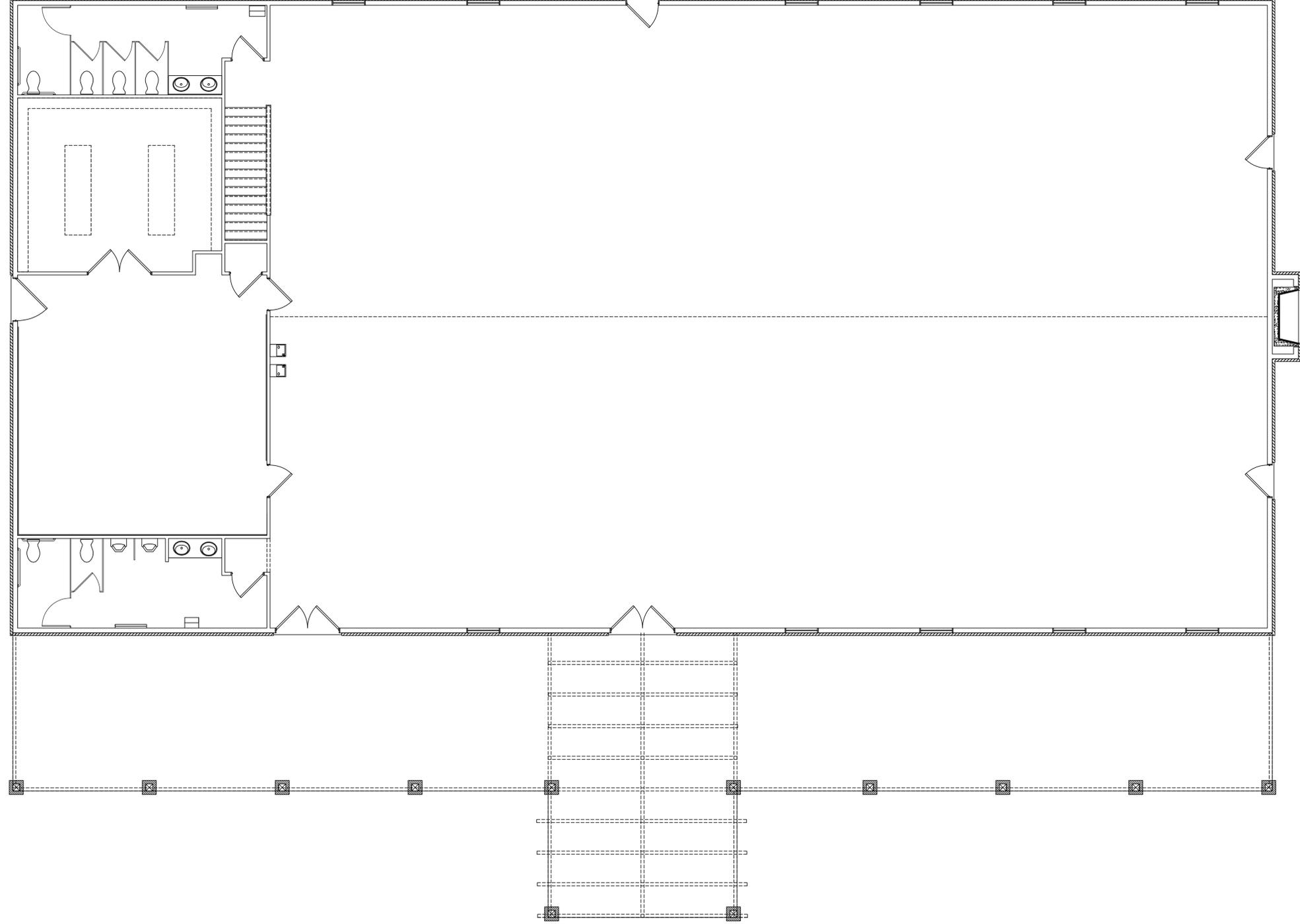
Date: **06-16-21**  
Scale: **AS NOTED**  
Drawn By: **KC-KD**  
Checked By:

**MAIN & UPPER  
LIGHTING PLANS**

Sheet Number:  
**E-1.3**



UPPER FLOOR HVAC PLAN  
SCALE: 3/16"=1'-0"



MAIN FLOOR HVAC PLAN  
SCALE: 3/16"=1'-0"

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Revisions:

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**JOE PARKER ROAD  
EVENT CENTER**  
HALL COUNTY, GA.

Date: 06-16-21

Scale: AS NOTED

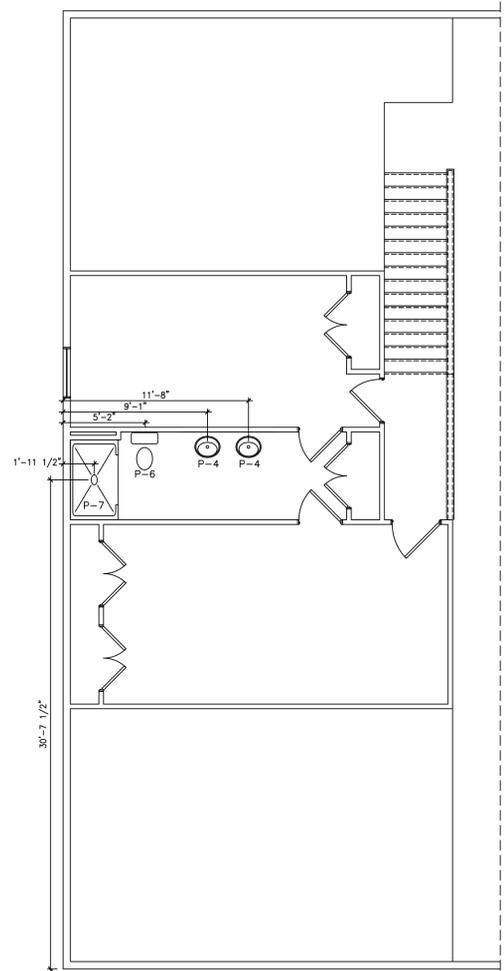
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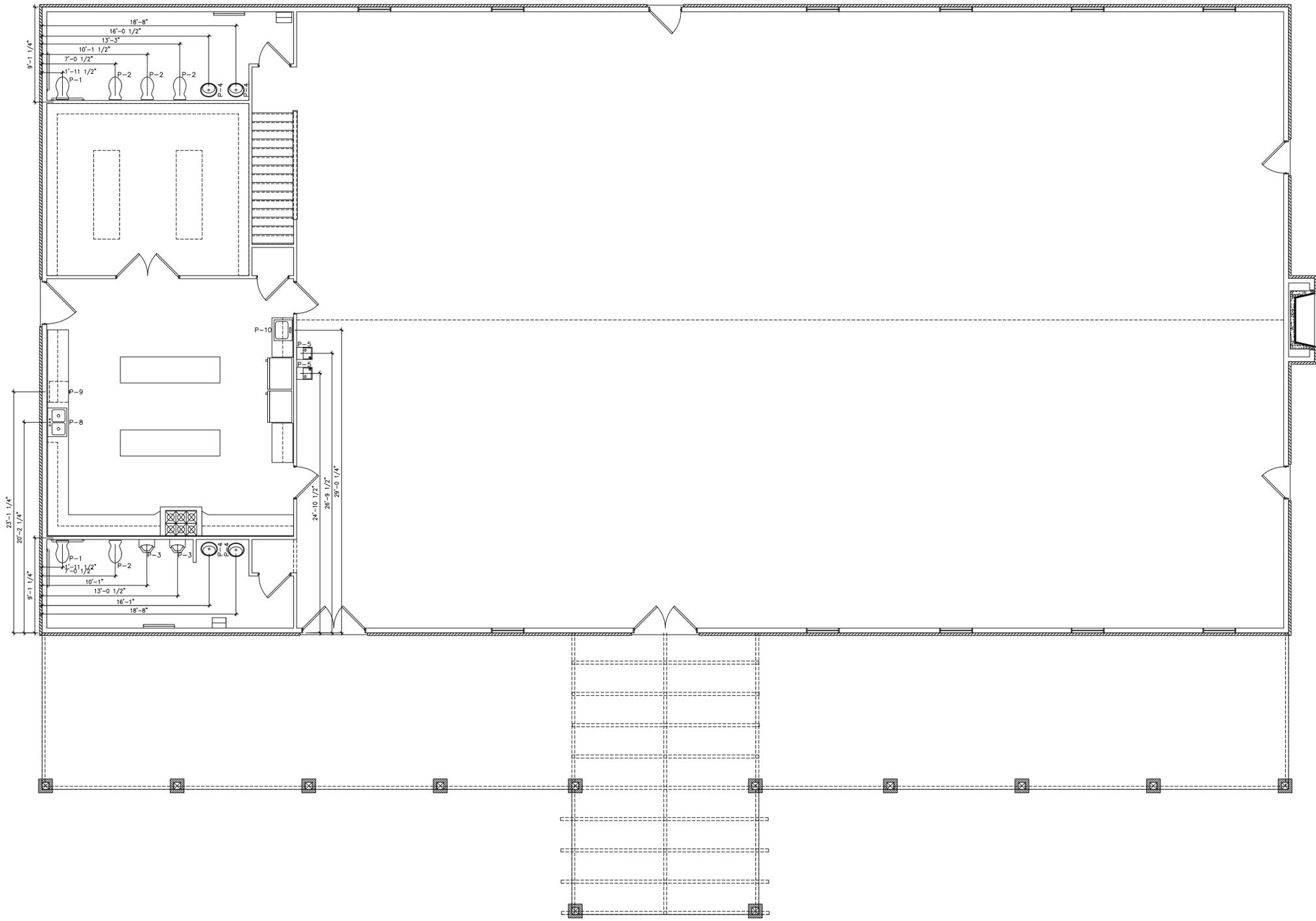
**MAIN & UPPER  
HVAC PLANS**

Sheet Number:

**M-1.2**



UPPER FLOOR PLUMBING PLAN  
SCALE: 3/16"=1'-0"



MAIN FLOOR PLUMBING PLAN  
SCALE: 3/16"=1'-0"

**CDD - DRD**

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Revisions:

NO.	DESCRIPTION

**JOE PARKER ROAD  
EVENT CENTER  
HALL COUNTY, GA.**

Date: 06-16-21

Scale: AS NOTED

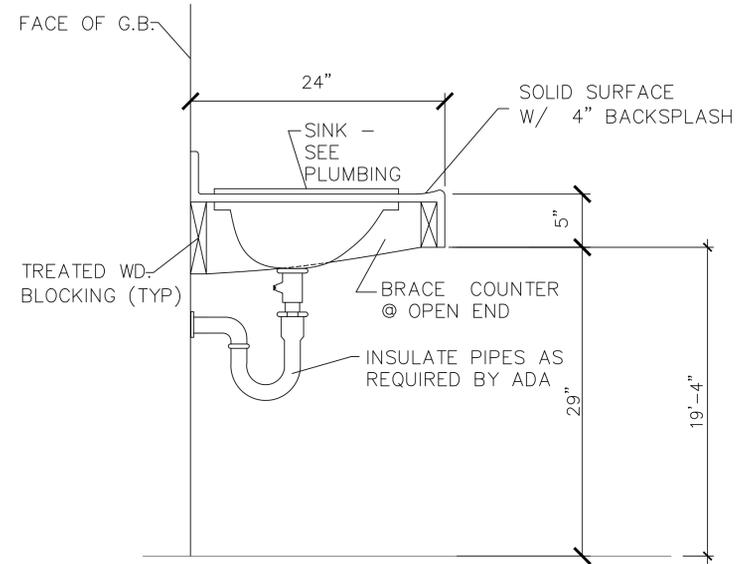
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Checked By:

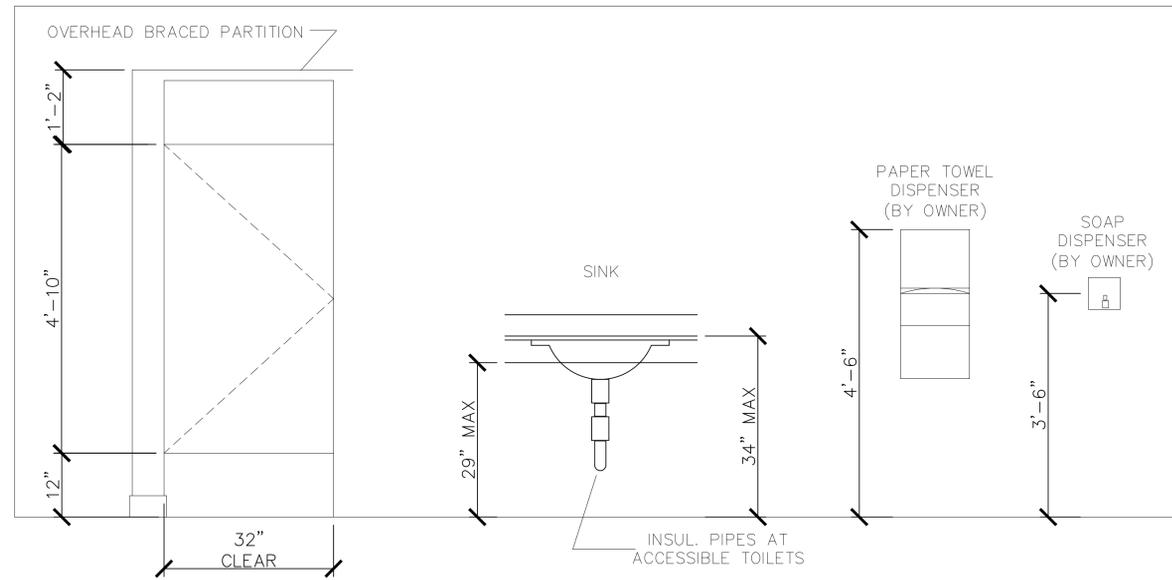
**MAIN & UPPER  
PLUMBING PLANS**

Sheet Number:

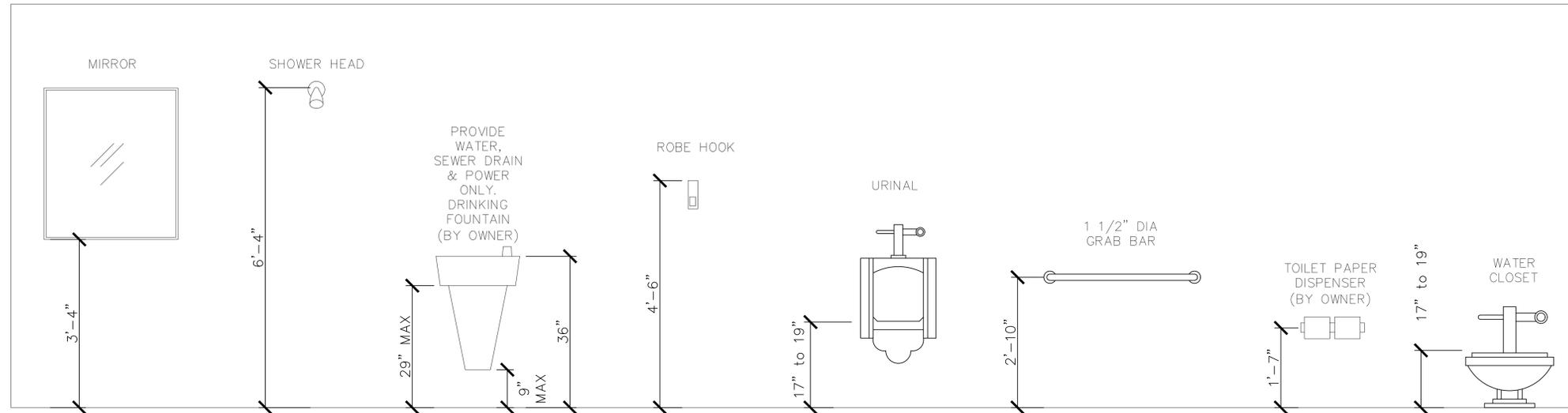
**P-1.2**



**COUNTER DETAIL(ADA)**  
SCALE: 1 1/2"=1'-0"



**ACCESSIBLE MOUNTING FIXTURE SCHEDULE**  
SCALE: 3/4"=1'-0"



**ACCESSIBLE MOUNTING FIXTURE SCHEDULE**  
SCALE: 3/4"=1'-0"

**CDD - DRD**

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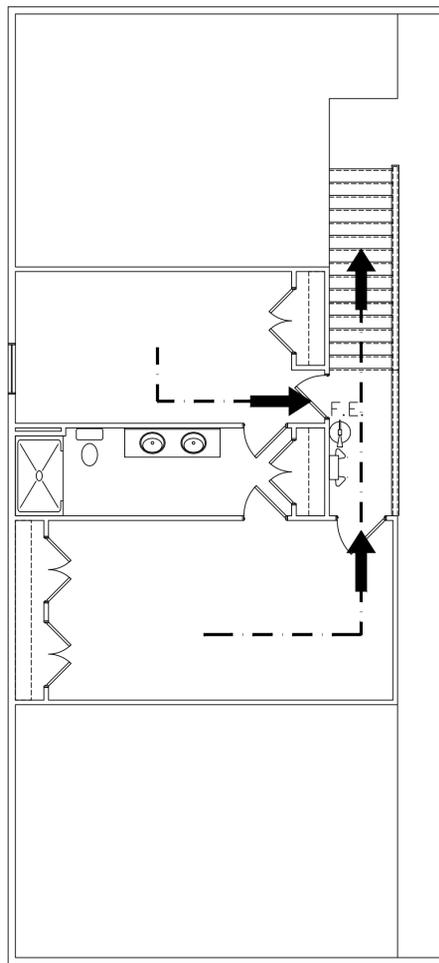
Drawn By: KC-KD

Checked By:

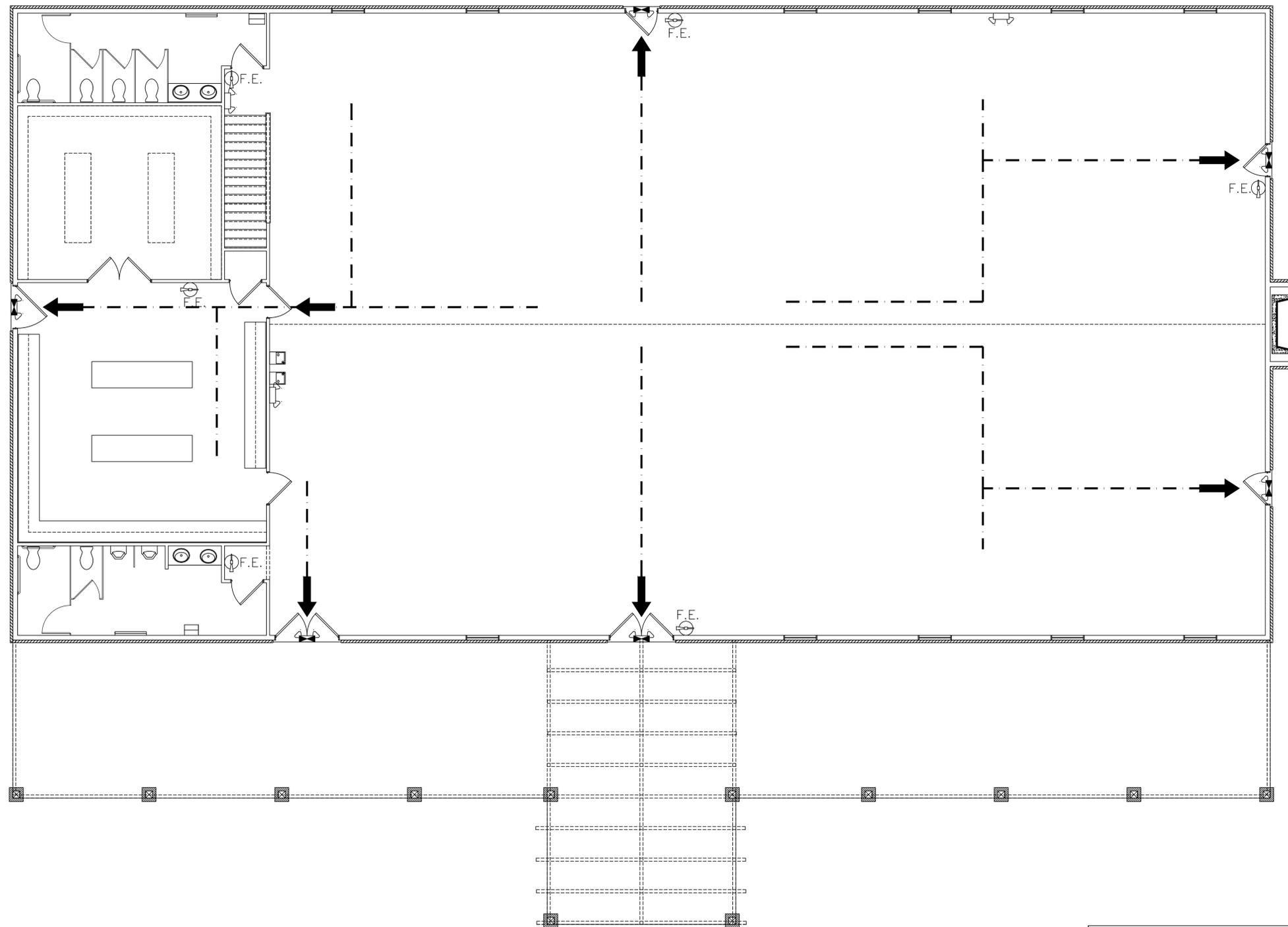
**PLUMBING  
DETAILS**

Sheet Number:

**P-1.3**



UPPER FLOOR PLUMBING PLAN  
SCALE: 3/16"=1'-0"



MAIN FLOOR PLUMBING PLAN  
SCALE: 3/16"=1'-0"

LEGEND	
	F.E. FIRE EXTINGUISHER
	WALL MOUNTED EXIT SIGN, WITH LIGHTS
	WALL MOUNTED EMERGENCY LIGHTS
	EMERGENCY EGRESS ROUTE

**CDD - DRD**

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Revisions:

NO.	DESCRIPTION

**JOE PARKER ROAD  
EVENT CENTER**  
HALL COUNTY, GA.

Date: 06-16-21

Scale: AS NOTED

Drawn By: KC-KD

Checked By:

**MAIN & UPPER  
LIFE SAFETY PLANS**

Sheet Number:

**LS-1**

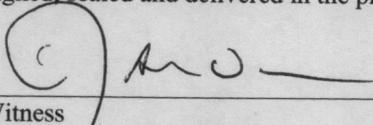
**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for 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.

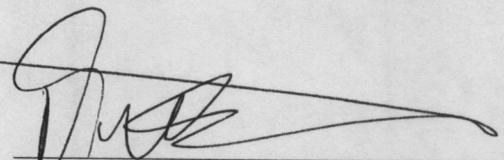
**THIS CONVEYANCE** is made pursuant to Official Code of Georgia Section 44-6-190, and it is the intention of the parties hereto to hereby create in Grantees a joint tenancy estate with right of survivorship and not as tenants in common.

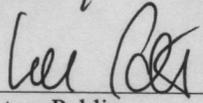
**AND THE SAID** Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

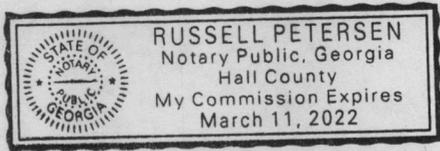
**IN WITNESS WHEREOF**, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
**DARRELL DEAN COLLINS** (Seal)

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



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).

**WITNESSETH that:** Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) 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.**

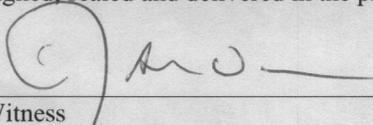
**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for 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.

**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.

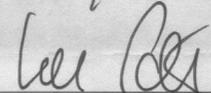
**AND THE SAID** Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

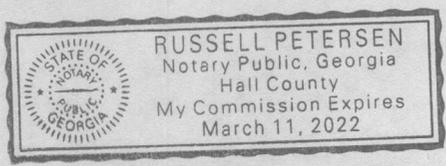
**IN WITNESS WHEREOF**, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
**DARRELL DEAN COLLINS** (Seal)

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



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).

**WITNESSETH that:** Grantor, for and in consideration of the sum of **TEN AND 00/100'S (\$10.00) 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.**

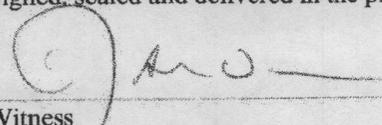
**TO HAVE AND TO HOLD** the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoove of the said Grantees, as joint tenants and not as tenants in common, for 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.

**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.

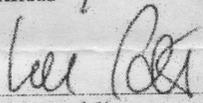
**AND THE SAID** Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons by, through and under the above named grantor.

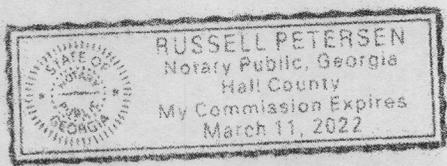
**IN WITNESS WHEREOF**, the Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

  
Witness

  
DARRELL DEAN COLLINS (Seal)

  
Notary Public



File #: 201427B  
Russell C Petersen, LLC  
P.O. Box 6499  
Gainesville, GA 30504

eFiled and eRecorded  
DATE: 09/29/2020  
TIME: 9:32 AM  
DEED BOOK: 8599  
PAGE: 353 - 354  
FILING FEES: \$25.00  
TRANSFER TAX: \$180.00  
PARTICIPANT ID: 0419150030  
PT61: 069-2020-007438  
RECORDED BY: CH  
CLERK: Charles Baker, C.S.C  
Hall County, GA

**JOINT TENANCY WITH SURVIVORSHIP  
LIMITED WARRANTY DEED**

**STATE OF GEORGIA,  
COUNTY OF HALL**

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**The Law Office of Russell C. Petersen, LLC**

**303 Jesse Jewell Pkwy, SE, Ste 100  
Gainesville, GA 30501**

**Mailing: P.O. Box 6499  
Gainesville, GA 30504**

**Phone (678) 862-0810**

**Fax (678) 862-0821**

September 29, 2020

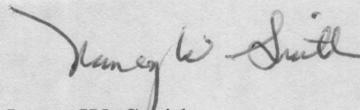
Armando Ballesteros  
Leticia Camacho  
Francisco J. Ballesteros  
4943 Weaver Road  
Gainesville, GA 30507

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,



Nancy W. Smith  
Paralegal

/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:***



**A&R Engineering Inc.**

2160 Kingston Court, Suite O  
Marietta, GA 30067  
Tel: (770) 690-9255 Fax: (770) 690-9210  
[www.areng.com](http://www.areng.com)

March 24, 2023  
A & R Project # 23-031

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## 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.



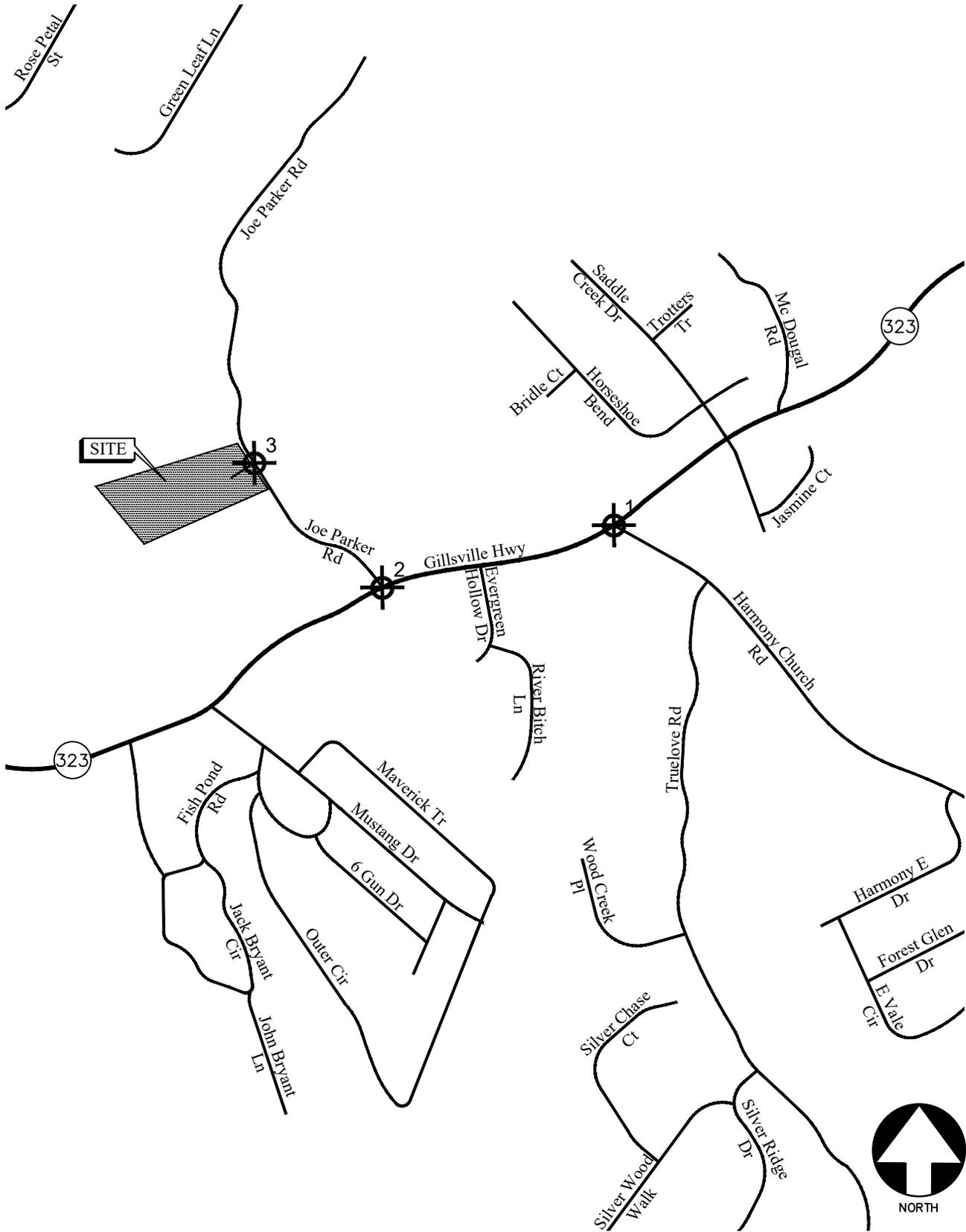
The development proposes one full access driveway on Joe Parker Road.

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.

⊕ Study Intersection



LOCATION MAP

FIGURE 1

A&R Engineering Inc.

## **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*	
	v/c ≤ 1.0	v/c > 1.0
≤ 10	A	F
> 10 and ≤ 15	B	F
> 15 and ≤ 25	C	F
> 25 and ≤ 35	D	F
> 35 and ≤ 50	E	F
> 50	F	F

\*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.

Source: Highway Capacity Manual, 6<sup>th</sup> 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.

TABLE 2 – LEVEL-OF-SERVICE CRITERIA FOR SIGNALIZED INTERSECTIONS		
Control Delay (sec/vehicle) *	LOS for Lane Group by Volume-to-Capacity Ratio*	
	v/c ≤ 1.0	v/c > 1.0
≤ 10	A	F
> 10 and ≤ 20	B	F
> 20 and ≤ 35	C	F
> 35 and ≤ 55	D	F
> 55 and ≤ 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<sup>th</sup> edition, Exhibit 19-8 *LOS Criteria: Motorized Vehicle Mode*

LOS A is typically assigned when the volume-to-capacity (v/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 v/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.

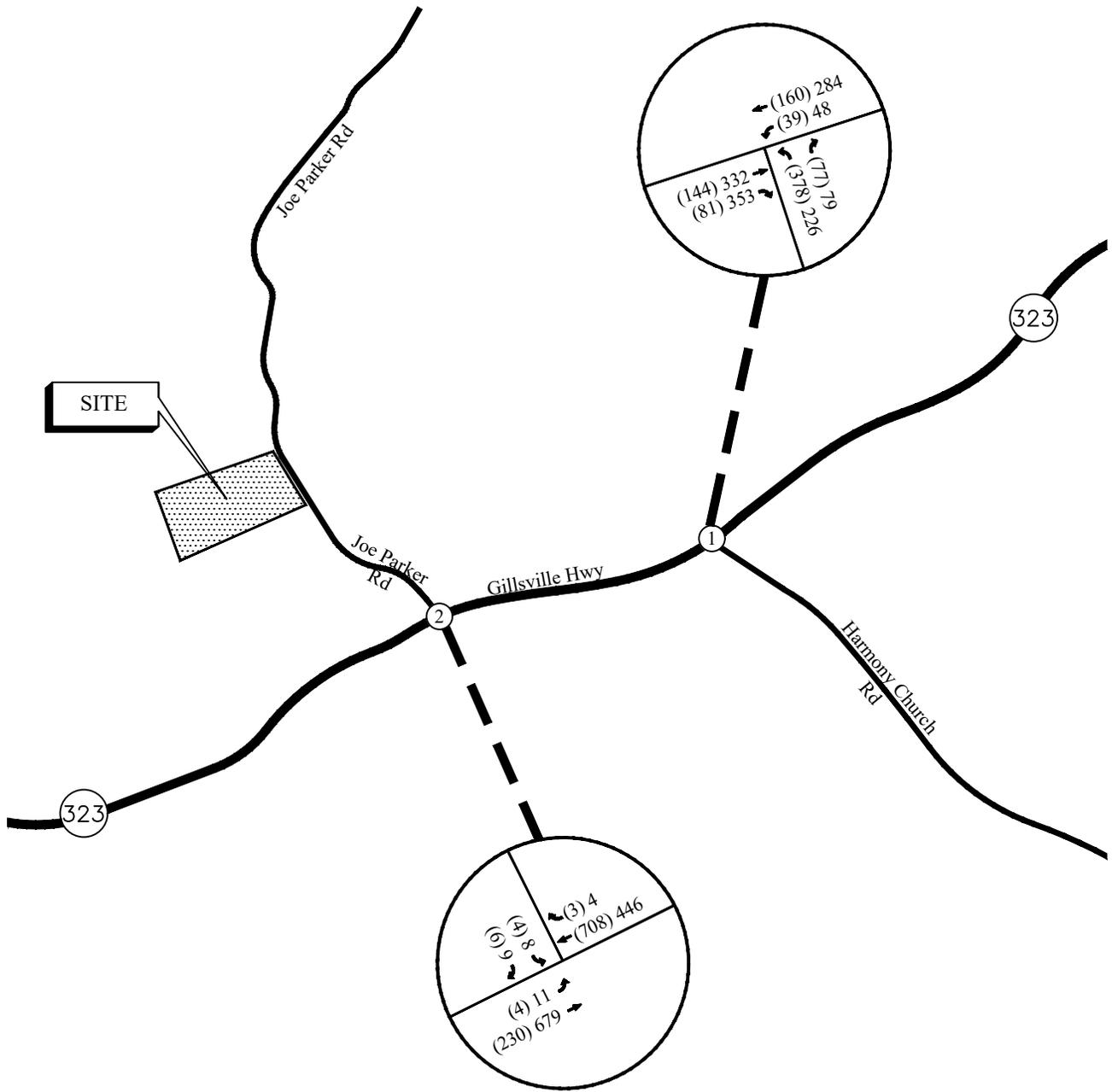
## **4.0 EXISTING 2023 TRAFFIC ANALYSIS**

### **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

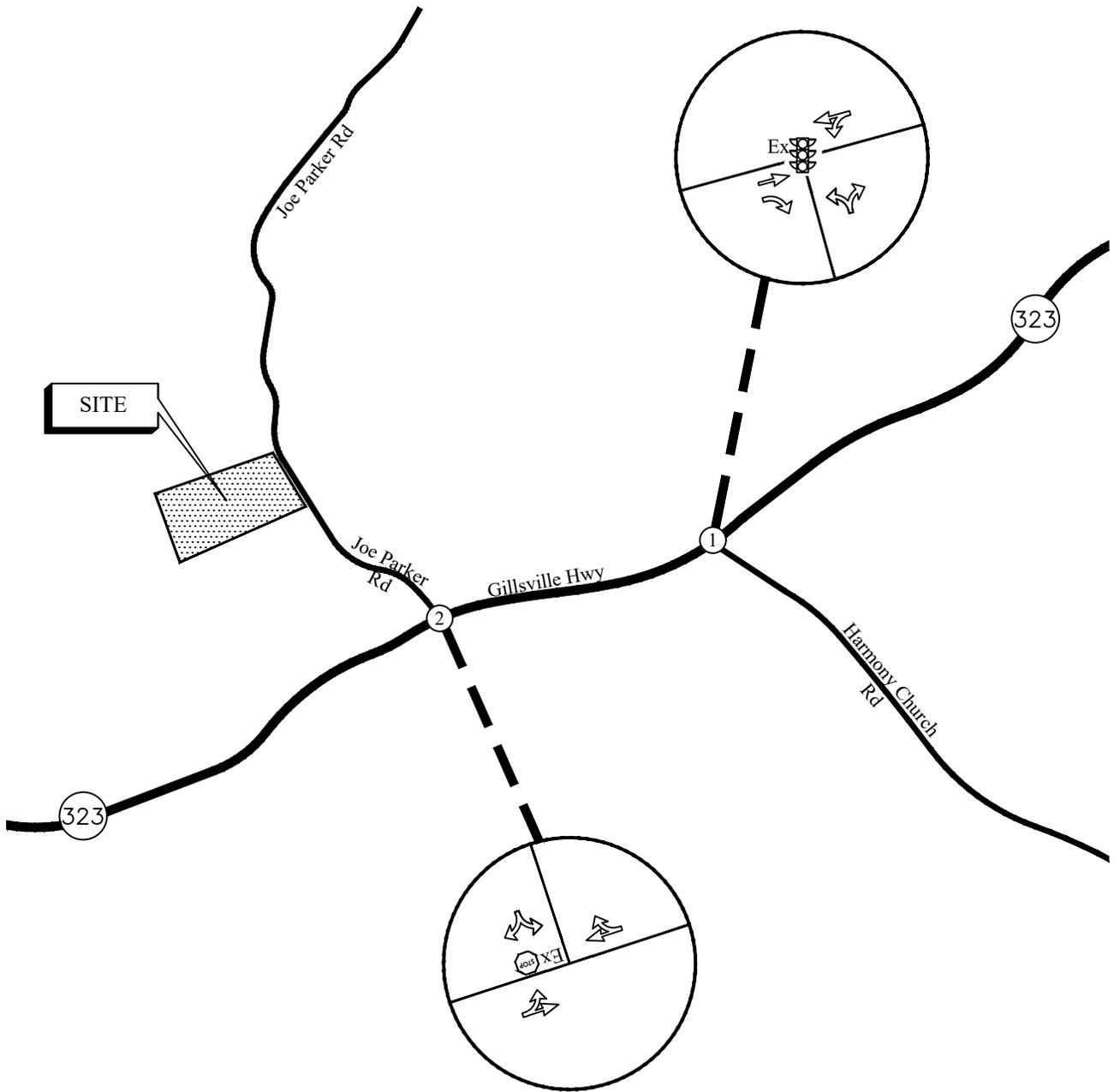


EXISTING WEEKDAY PEAK-HOUR VOLUMES

FIGURE 2  
A&R Engineering Inc.

**LEGEND**

- Ex  Existing Signed Approach
-  Existing Lane Geometry
- Ex  Existing Traffic Signal



EXISTING TRAFFIC CONTROL AND LANE GEOMETRY

FIGURE 3

A&R Engineering Inc.

## 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.

TABLE 3 – EXISTING INTERSECTION OPERATIONS				
Intersection		Traffic Control	LOS (Delay)	
			AM Peak Hour	PM Peak Hour
1	<b><u>SR 323 (Gillsville Highway) at Harmony Church Road</u></b>	Signalized	<b><u>C (25.0)</u></b>	<b><u>B (15.7)</u></b>
	-Eastbound Approach		A (8.8)	A (7.2)
	-Westbound Approach		A (9.4)	A (7.0)
	-Northbound Approach		D (39.7)	D (40.7)
2	<b><u>SR 323 (Gillsville Highway) at Joe Parker Road</u></b>	Stop Controlled on SB Approach	A (9.4)	A (8.3)
	-Eastbound Left		C (16.7)	C (16.7)
	-Southbound Approach			

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<sup>th</sup> 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.

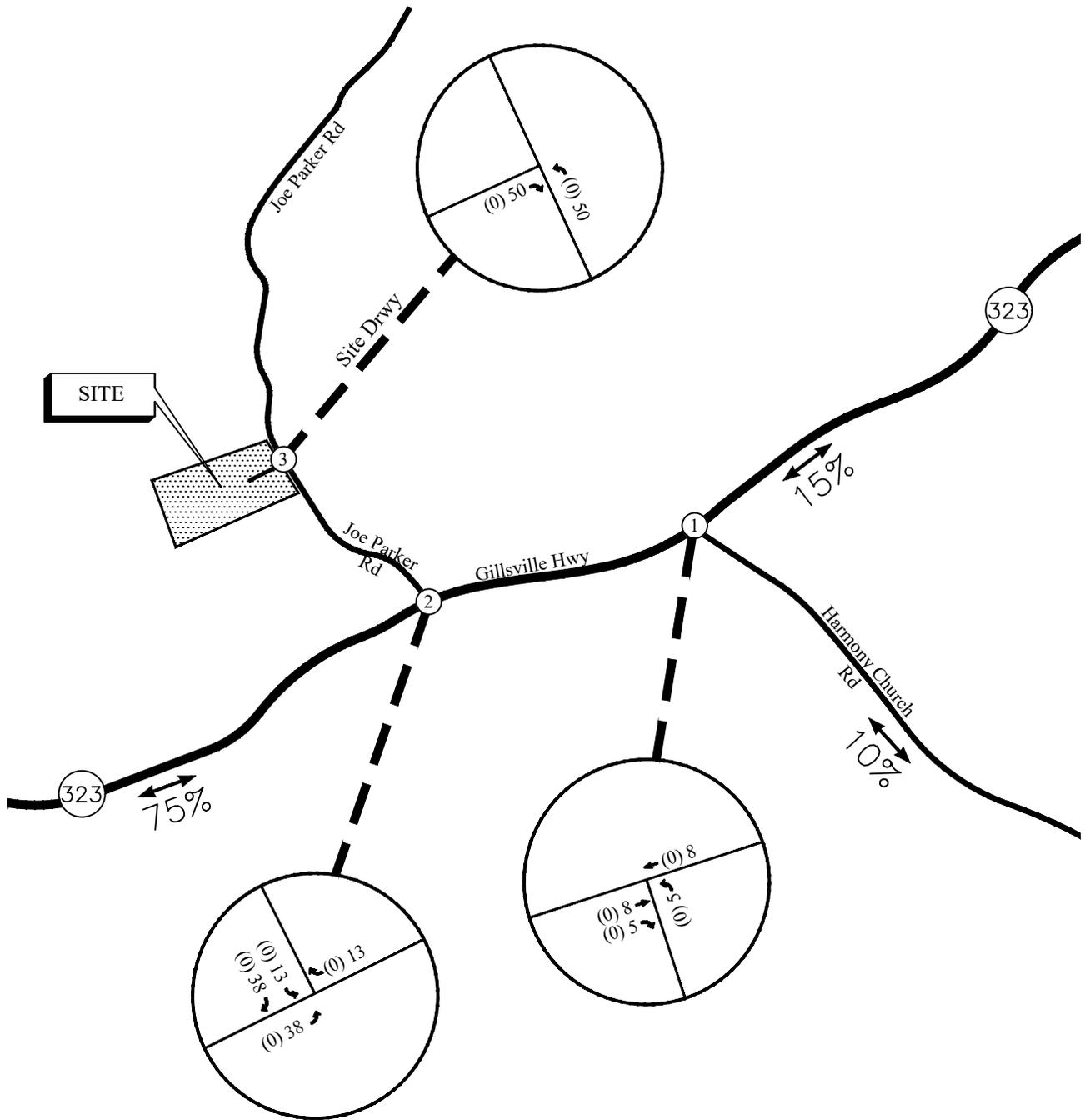
To estimate peak hour traffic, a scenario with 50 entering cars (roughly 1/3 of all the entering traffic volume for the entire event) and 50 exiting cars is taken for the PM peak hour. No site-generated traffic was assigned to the AM peak hour, as the facility will generally not be used in the morning. 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 site-generated 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.

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.





(AM) PM



TRIP DISTRIBUTION AND SITE-GENERATED  
WEEKDAY PEAK HOUR VOLUMES

FIGURE 5  
A&R Engineering Inc.

## **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**

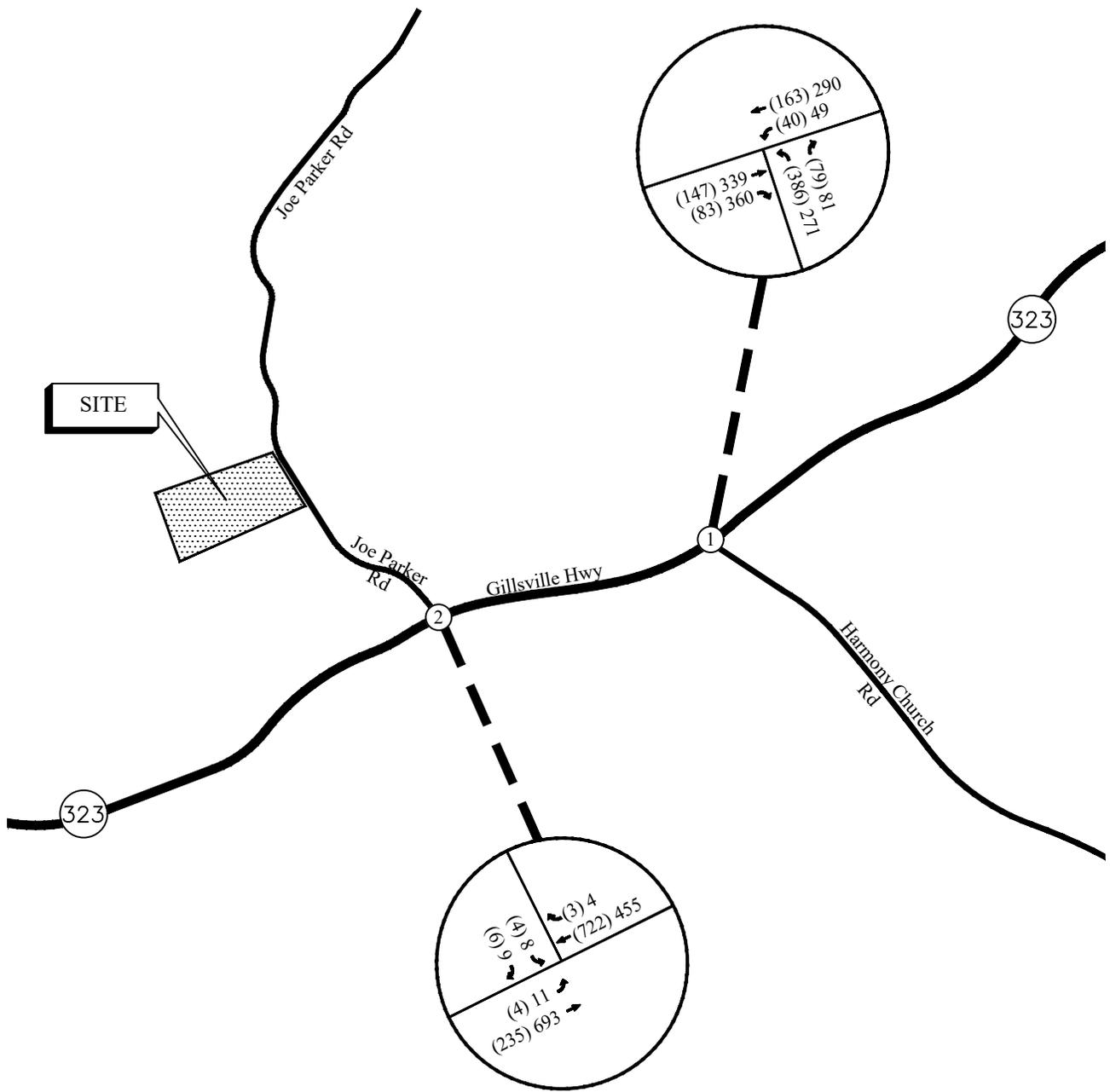
The “No-Build” (or background) conditions provide an assessment of how traffic will operate in the study horizon year without the study site being developed as proposed, with projected increases in through traffic volumes due to normal annual growth. The Future “No-Build” volumes consist of the existing 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.



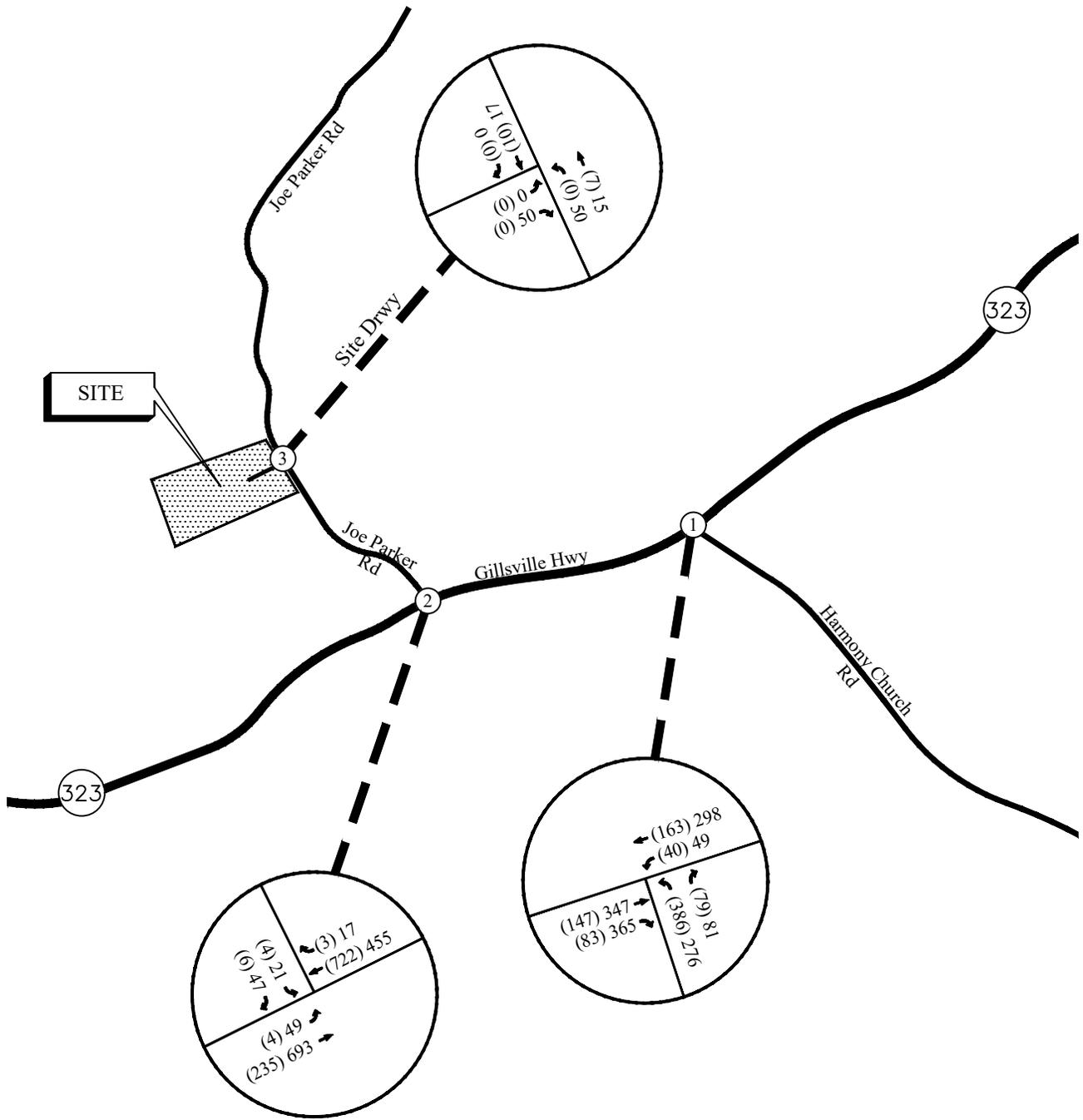
(AM) PM



FUTURE (NO-BUILD) WEEKDAY PEAK HOUR VOLUMES

FIGURE 6

A&R Engineering Inc.



(AM) PM



FUTURE (BUILD) WEEKDAY PEAK HOUR VOLUMES

FIGURE 7  
A&R Engineering Inc.

### 6.3 Future “Build” Traffic Operations

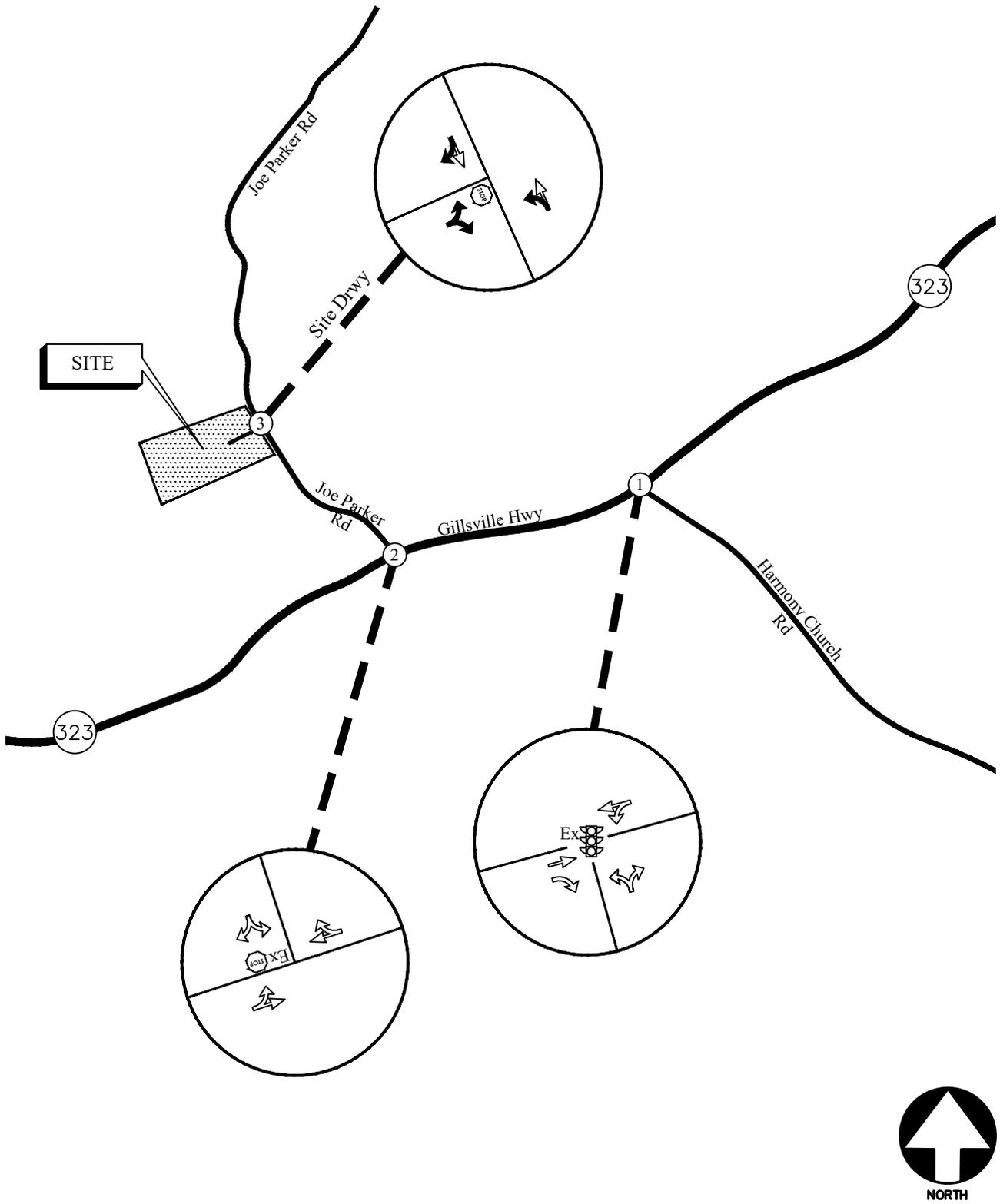
The future “No-Build” and “Build” traffic operations were analysed using the volumes in Figure 6 and Figure 7, respectively. The results of the future traffic operations analysis are shown below in Table 5. Recommendations on traffic control and lane geometry are shown in Figure 8.

TABLE 5 – FUTURE INTERSECTION OPERATIONS					
Intersection		LOS (Delay)			
		NO-BUILD		BUILD	
		AM Peak	PM Peak	AM Peak	PM Peak
1	<b>SR 323 (Gillsville Highway) at Harmony Church Road</b>	<b>C (25.6)</b>	<b>B (15.7)</b>	<b>C (25.6)</b>	<b>B (15.9)</b>
	-Eastbound Approach	A (9.4)	A (6.8)	A (9.4)	A (7.0)
	-Westbound Approach	B (10.4)	A (7.2)	B (10.4)	A (7.4)
	-Northbound Approach	D (40.2)	D (41.7)	D (40.2)	D (41.9)
2	<b>SR 323 (Gillsville Highway) at Joe Parker Road</b>				
	-Eastbound Left	A (9.4)	A (8.3)	A (9.4)	A (8.5)
	-Southbound Approach	C (17.0)	C (17.0)	C (17.0)	C (18.3)
3	<b>Joe Parker Road at Site Driveway</b>				
	-Northbound Left	-	-	A (0.0)	A (7.3)
	-Eastbound Approach			A (0.0)	A (8.6)

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.

**LEGEND**

- |  |                          |   |                          |
|--|--------------------------|---|--------------------------|
| Ex    | Existing Signed Approach |    | Proposed Signed Approach |
|      | Existing Lane Geometry   |   | Proposed Lane Geometry   |
| Ex  | Existing Traffic Signal  |  | Proposed Traffic Signal  |



**FUTURE TRAFFIC CONTROL AND LANE GEOMETRY**

**FIGURE 8  
A&R Engineering Inc.**

## 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

Start Time	Harmony Church Rd Northbound				Southbound				Gillsville Hwy Eastbound				Gillsville Hwy Westbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. 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
<b>Total</b>	<b>378</b>	<b>0</b>	<b>77</b>	<b>455</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>144</b>	<b>81</b>	<b>225</b>	<b>39</b>	<b>160</b>	<b>0</b>	<b>199</b>	<b>879</b>
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
<b>Total</b>	<b>247</b>	<b>0</b>	<b>41</b>	<b>288</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>99</b>	<b>110</b>	<b>209</b>	<b>34</b>	<b>141</b>	<b>0</b>	<b>175</b>	<b>672</b>
*** 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
<b>Total</b>	<b>232</b>	<b>0</b>	<b>60</b>	<b>292</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>287</b>	<b>326</b>	<b>613</b>	<b>55</b>	<b>254</b>	<b>0</b>	<b>309</b>	<b>1214</b>
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
<b>Total</b>	<b>266</b>	<b>0</b>	<b>79</b>	<b>345</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>332</b>	<b>353</b>	<b>685</b>	<b>48</b>	<b>284</b>	<b>0</b>	<b>332</b>	<b>1362</b>
<b>Grand Total</b>	<b>1123</b>	<b>0</b>	<b>257</b>	<b>1380</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>862</b>	<b>870</b>	<b>1732</b>	<b>176</b>	<b>839</b>	<b>0</b>	<b>1015</b>	<b>4127</b>
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	

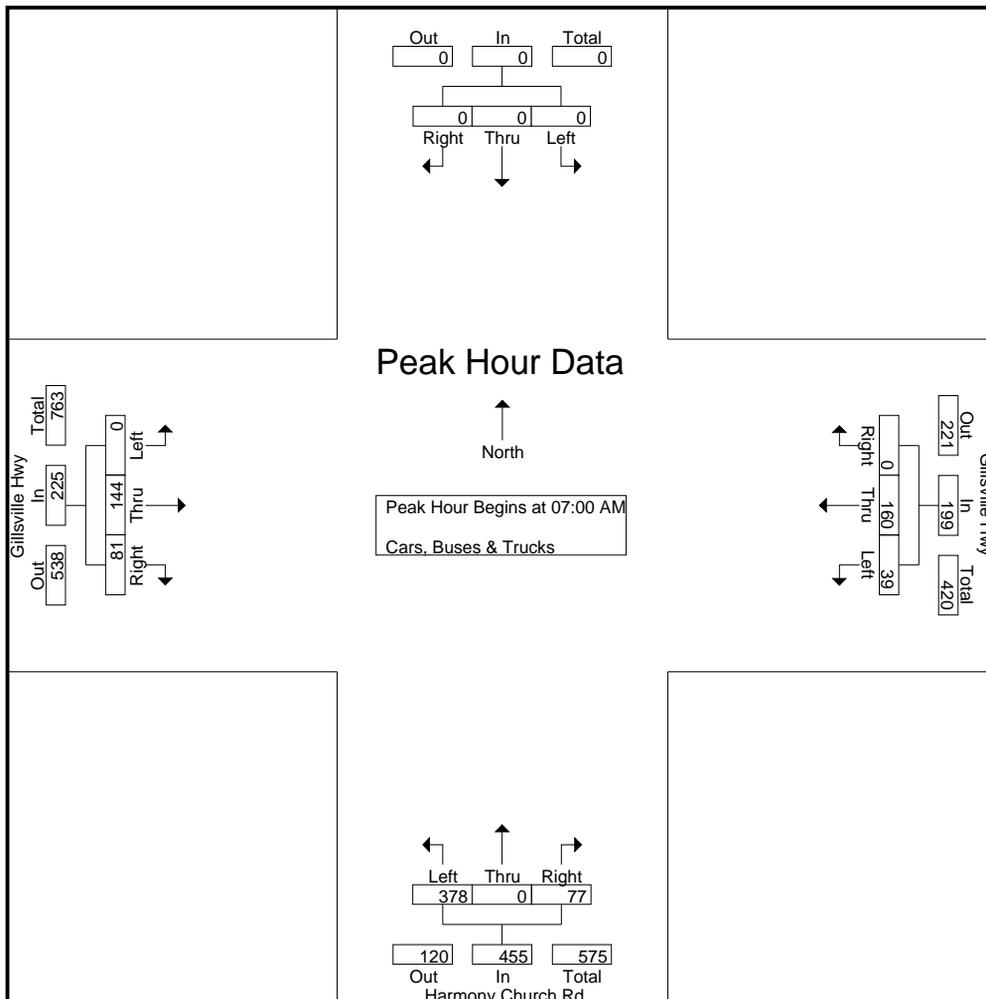
# A & R Engineering, Inc.

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	<b>28</b>	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	<b>115</b>	0	17	<b>132</b>	0	0	0	0	0	<b>49</b>	16	<b>65</b>	8	49	0	57	<b>254</b>
07:45 AM	78	0	<b>28</b>	106	0	0	0	0	0	42	24	<b>66</b>	<b>13</b>	<b>52</b>	0	<b>65</b>	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



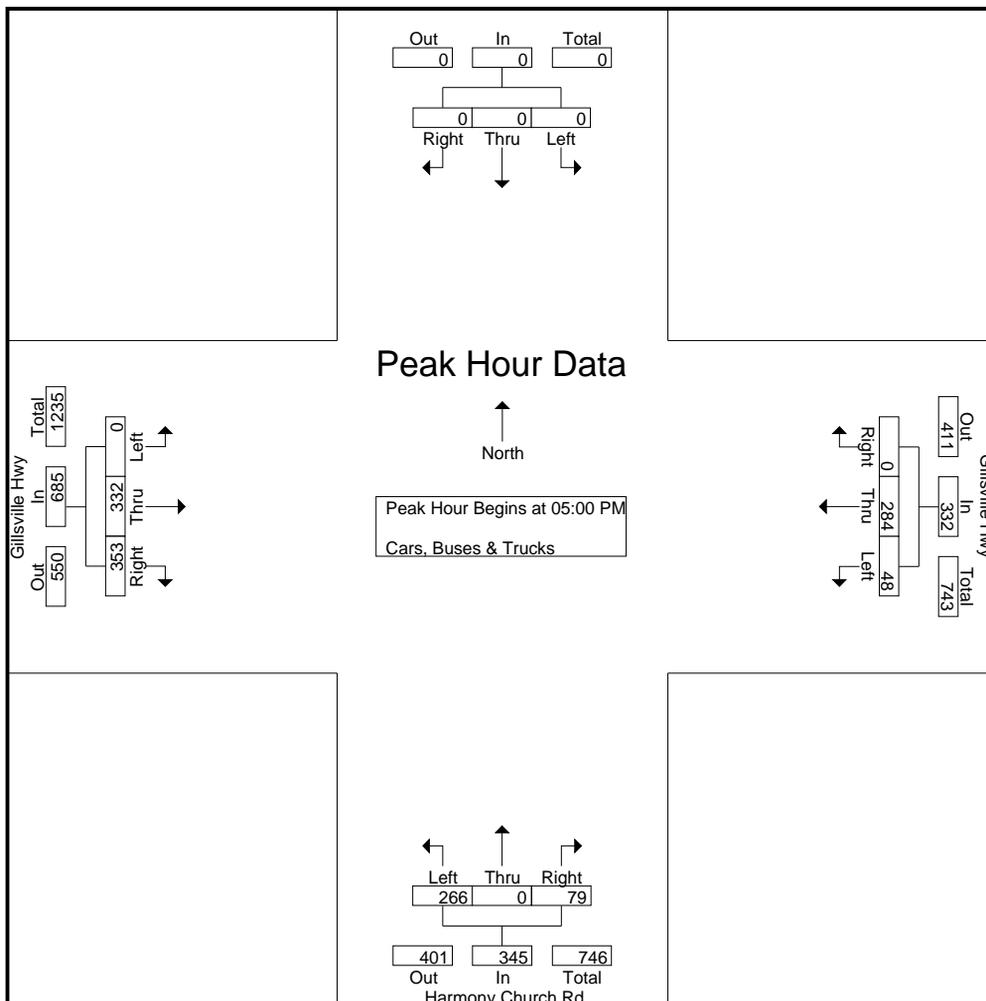
# A & R Engineering, Inc.

2160 Kingston Court Suite 'O'  
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

Start Time	Harmony Church Rd Northbound				Southbound				Gillsville Hwy Eastbound				Gillsville Hwy Westbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. 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

## Groups Printed- Cars,Buses & Trucks

Start Time	Northbound				Joe Parker Rd Southbound				Gillsville Hwy Eastbound				Gillsville Hwy Westbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	
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	0	0	0	0	4	0	6	10	4	230	0	234	0	708	3	711	955
08:00 AM	0	0	0	0	1	0	1	2	0	47	0	47	0	112	0	112	161
08:15 AM	0	0	0	0	0	0	1	1	1	58	0	59	0	127	0	127	187
08:30 AM	0	0	0	0	1	0	1	2	1	57	0	58	0	92	0	92	152
08:45 AM	0	0	0	0	0	0	1	1	0	41	0	41	0	82	0	82	124
Total	0	0	0	0	2	0	4	6	2	203	0	205	0	413	0	413	624
*** BREAK ***																	
04:00 PM	0	0	0	0	1	0	2	3	3	118	0	121	0	105	2	107	231
04:15 PM	0	0	0	0	3	0	2	5	6	176	0	182	0	93	0	93	280
04:30 PM	0	0	0	0	0	0	2	2	0	160	0	160	0	95	2	97	259
04:45 PM	0	0	0	0	1	0	2	3	3	152	0	155	0	91	2	93	251
Total	0	0	0	0	5	0	8	13	12	606	0	618	0	384	6	390	1021
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	0	0	0	0	8	0	9	17	11	679	0	690	0	446	4	450	1157
Grand Total	0	0	0	0	19	0	27	46	29	1718	0	1747	0	1951	13	1964	3757
Apprch %	0	0	0		41.3	0	58.7		1.7	98.3	0		0	99.3	0.7		
Total %	0	0	0	0	0.5	0	0.7	1.2	0.8	45.7	0	46.5	0	51.9	0.3	52.3	

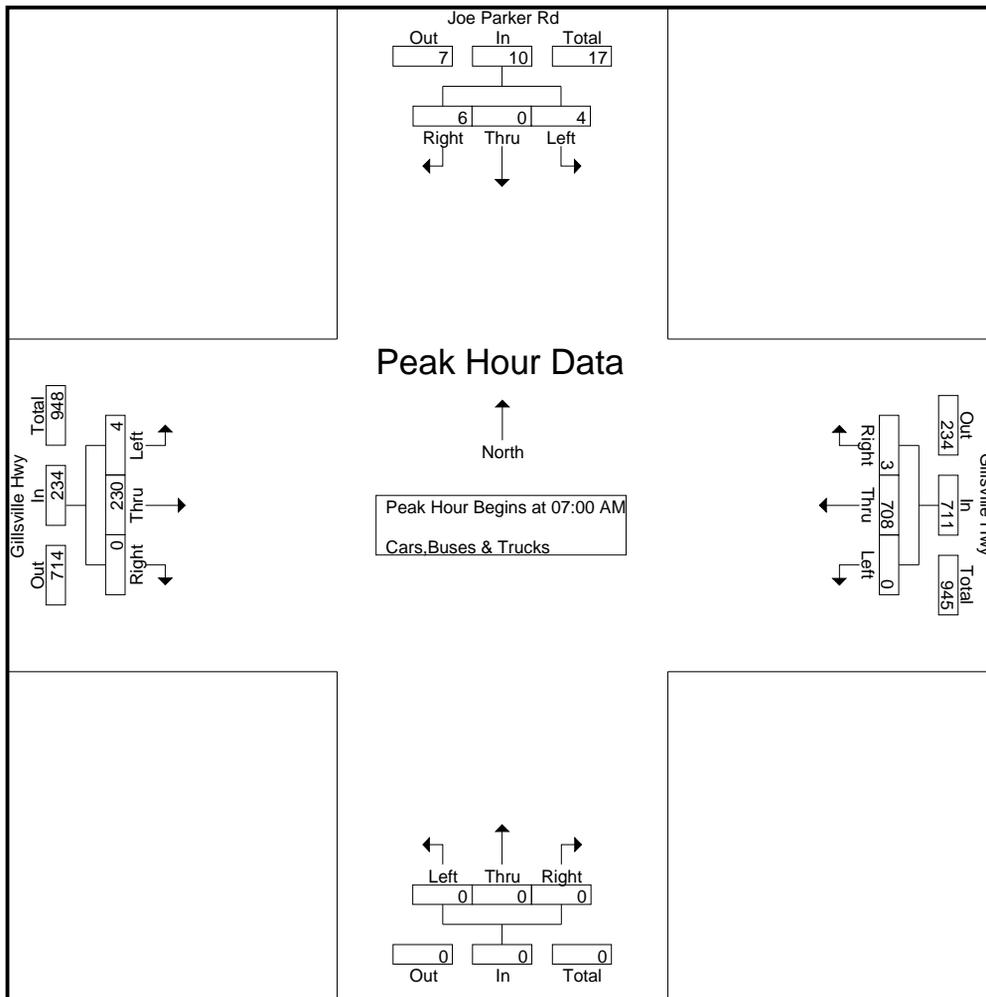
# A & R Engineering, Inc.

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

Start Time	Northbound				Joe Parker Rd Southbound				Gillsville Hwy Eastbound				Gillsville Hwy Westbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. 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	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



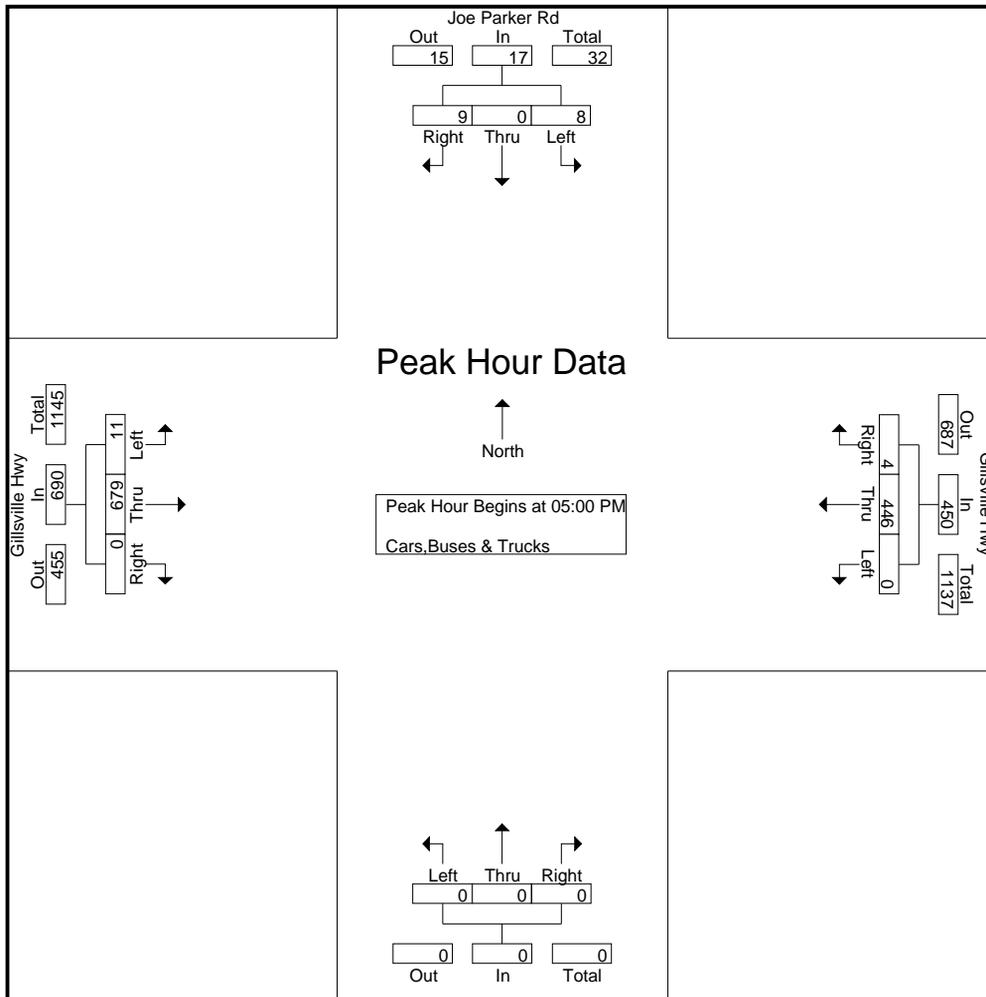
# A & R Engineering, Inc.

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

Start Time	Northbound				Joe Parker Rd Southbound				Gillsville Hwy Eastbound				Gillsville Hwy Westbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. 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	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 'O'  
Marietta, GA 30067

TMC Data  
Joe Parker Rd @ Proposed Site Driveway  
Location  
7-9 am | 4-6 pm

File Name : 20230050  
Site Code : 20230050  
Start Date : 03-07-2023  
Page No : 1

### Groups Printed- Cars, Buses & Trucks

Start Time	Jor Parker Rd Northbound				Jor Parker Rd Southbound				Eastbound				Westbound				Int. Total
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. 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
<b>Total</b>	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
<b>Total</b>	0	2	0	2	0	6	0	6	0	0	0	0	0	0	0	0	8
*** BREAK ***																	
04:00 PM	0	5	0	5	0	3	0	3	0	0	0	0	0	0	0	0	8
04:15 PM	0	4	0	4	0	4	0	4	0	0	0	0	0	0	0	0	8
04:30 PM	0	2	0	2	0	2	0	2	0	0	0	0	0	0	0	0	4
04:45 PM	0	5	0	5	0	3	0	3	0	0	0	0	0	0	0	0	8
<b>Total</b>	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
<b>Total</b>	0	13	0	13	0	14	0	14	0	0	0	0	0	0	0	0	27
<b>Grand Total</b>	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	

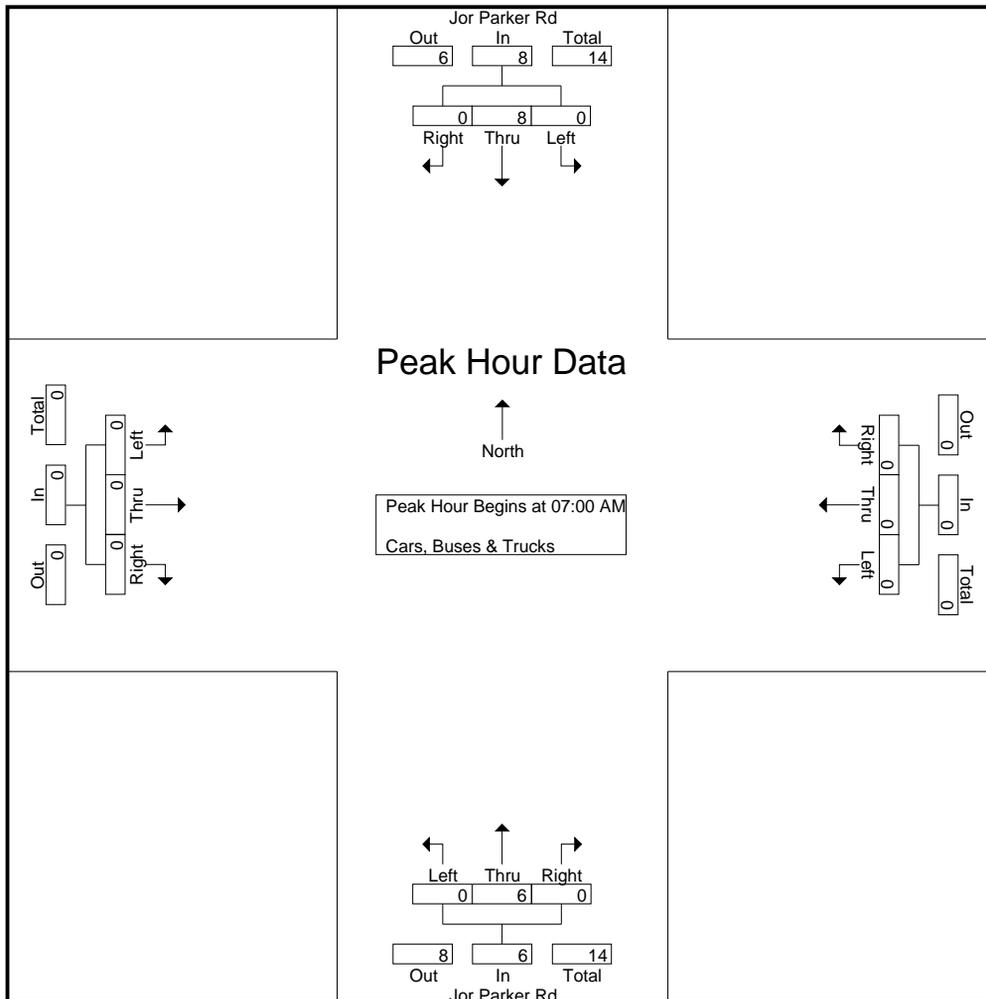
# A & R Engineering, Inc.

2160 Kingston Court Suite 'O'  
Marietta, GA 30067

TMC Data  
Joe Parker Rd @ Proposed Site Driveway  
Location  
7-9 am | 4-6 pm

File Name : 20230050  
Site Code : 20230050  
Start Date : 03-07-2023  
Page No : 2

Start Time	Jor Parker Rd Northbound				Jor Parker Rd Southbound				Eastbound				Westbound				Int. Total	
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. 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	0	3
07:15 AM	0	3	0	3	0	3	0	3	0	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	0	4
07:45 AM	0	1	0	1	0	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	0	14
% App. Total	0	100	0	.500	0	100	0	.667	0	0	0	0	0	0	0	0	0	.583
PHF	.000	.500	.000	.500	.000	.667	.000	.667	.000	.000	.000	.000	.000	.000	.000	.000	.000	.583



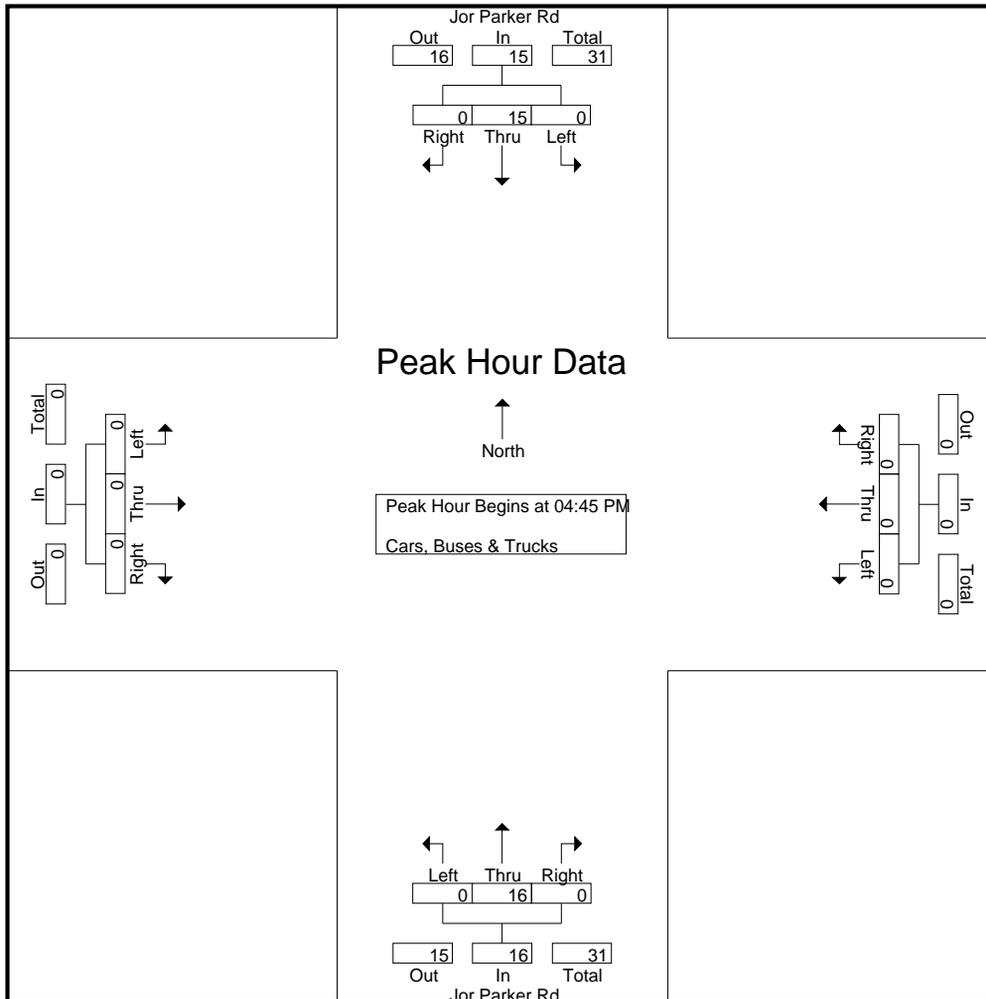
# A & R Engineering, Inc.

2160 Kingston Court Suite 'O'  
Marietta, GA 30067

TMC Data  
Joe Parker Rd @ Proposed Site Driveway  
Location  
7-9 am | 4-6 pm

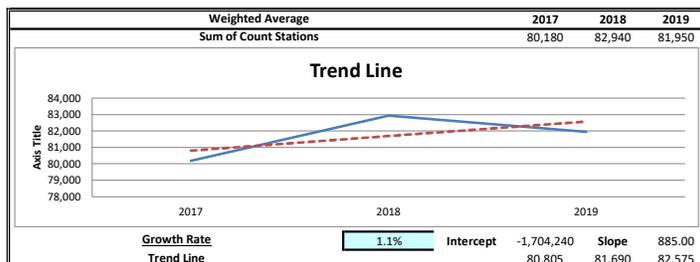
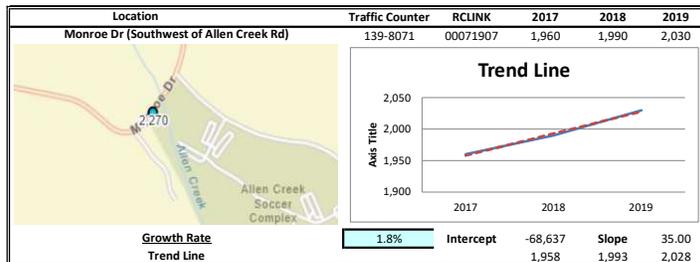
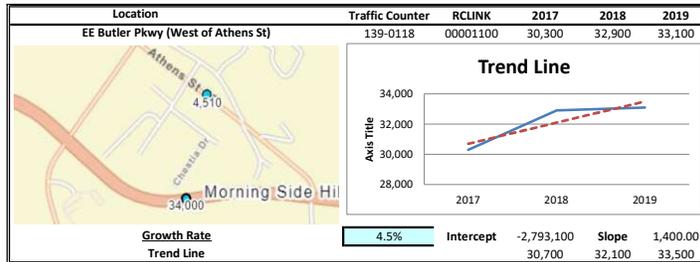
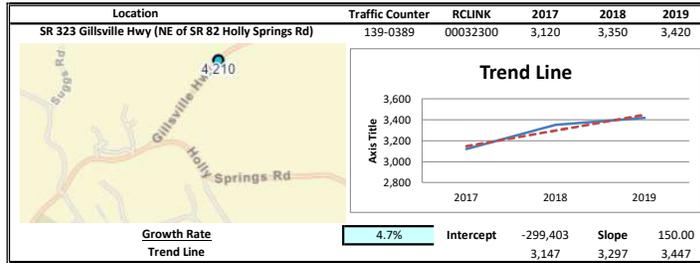
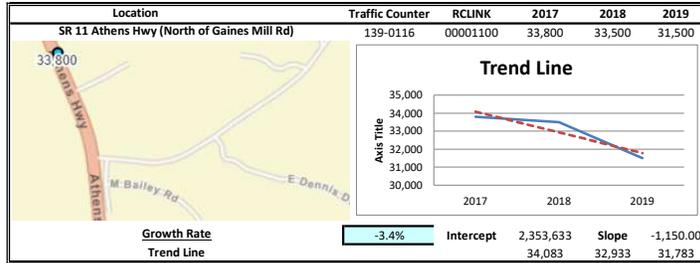
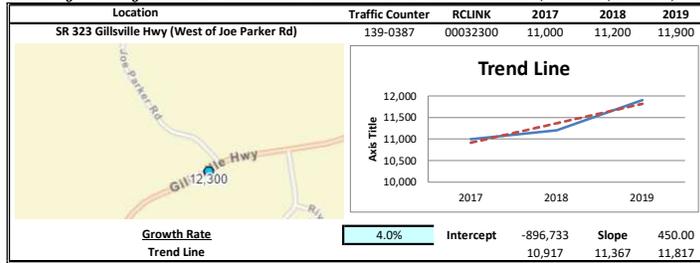
File Name : 20230050  
Site Code : 20230050  
Start Date : 03-07-2023  
Page No : 3

Start Time	Jor Parker Rd Northbound				Jor Parker Rd Southbound				Eastbound				Westbound				Int. Total	
	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. Total	Left	Thru	Right	App. 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	0	8
05:00 PM	0	3	0	3	0	4	0	4	0	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	0	10
05:30 PM	0	3	0	3	0	3	0	3	0	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	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	.000	.775



# **LINEAR REGRESSION OF DAILY TRAFFIC**

Location	Growth Rate	R Squared	Station ID	Route	2017	2018	2019
SR 323 Gillsville Hwy (West of Joe Parker Rd)	4.0%	0.91	139-0387	00032300	11,000	11,200	11,900
SR 11 Athens Hwy (North of Gaines Mill Rd)	-3.4%	0.85	139-0116	00001100	33,800	33,500	31,500
SR 323 Gillsville Hwy (NE of SR 8)	4.7%	0.91	139-0389	00032300	3,120	3,350	3,420
EE Butler Pkwy (West of Athens)	4.5%	0.80	139-0118	00001100	30,300	32,900	33,100
Monroe Dr (Southwest of Allen Creek Rd)	1.8%	0.99	139-8071	00071907	1,960	1,990	2,030
<b>Weighted Average</b>	<b>1.1%</b>	<b>0.40</b>	<b>Sum of Count Stations =</b>		<b>80,180</b>	<b>82,940</b>	<b>81,950</b>



## **EXISTING INTERSECTION ANALYSIS**

Timings  
 1: Harmony Church Rd & SR 323 (Gillsville Hwy)

1a. Existing AM  
 03/24/2023

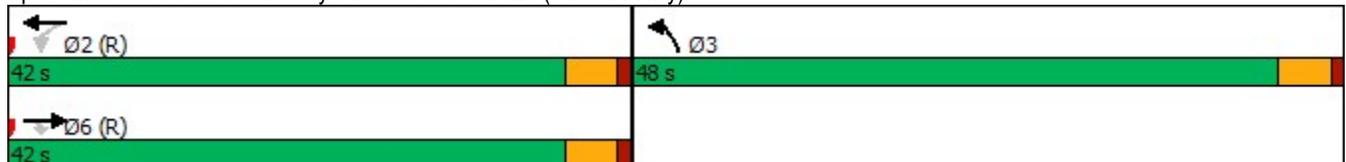


Lane Group	EBT	EBR	WBL	WBT	NBL
Lane Configurations	↑	↗		↖	↘
Traffic Volume (vph)	144	81	39	160	378
Future Volume (vph)	144	81	39	160	378
Lane Group Flow (vph)	160	90	0	221	506
Turn Type	NA	Perm	Perm	NA	Prot
Protected Phases	6			2	3
Permitted Phases		6	2		
Detector Phase	6	6	2	2	3
Switch Phase					
Minimum 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 (ft)	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

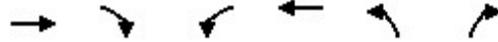
Cycle Length: 90  
 Actuated Cycle Length: 90  
 Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBT, Start of Green  
 Natural Cycle: 50  
 Control Type: Actuated-Coordinated

Splits and Phases: 1: Harmony Church Rd & SR 323 (Gillsville Hwy)



HCM 6th Signalized Intersection Summary  
 1: Harmony Church Rd & SR 323 (Gillsville Hwy)

1a. Existing AM  
 03/24/2023



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Volume (veh/h)	144	81	39	160	378	77
Future Volume (veh/h)	144	81	39	160	378	77
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	160	90	43	178	420	86
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	1089	923	206	827	460	94
Arrive On Green	0.58	0.58	0.58	0.58	0.32	0.32
Sat Flow, veh/h	1870	1585	272	1420	1445	296
Grp Volume(v), veh/h	160	90	221	0	507	0
Grp Sat Flow(s),veh/h/ln	1870	1585	1692	0	1745	0
Q Serve(g_s), s	3.5	2.3	0.0	0.0	25.1	0.0
Cycle Q Clear(g_c), s	3.5	2.3	5.0	0.0	25.1	0.0
Prop In Lane		1.00	0.19		0.83	0.17
Lane Grp Cap(c), veh/h	1089	923	1033	0	555	0
V/C Ratio(X)	0.15	0.10	0.21	0.00	0.91	0.00
Avail Cap(c_a), veh/h	1089	923	1033	0	843	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	0.00	1.00	0.00
Uniform Delay (d), s/veh	8.6	8.3	8.9	0.0	29.5	0.0
Incr Delay (d2), s/veh	0.3	0.2	0.5	0.0	10.2	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.3	0.7	1.9	0.0	11.0	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	8.9	8.5	9.4	0.0	39.7	0.0
LnGrp LOS	A	A	A	A	D	A
Approach Vol, veh/h	250			221	507	
Approach Delay, s/veh	8.8			9.4	39.7	
Approach LOS	A			A	D	
Timer - Assigned Phs		2			6	8
Phs Duration (G+Y+Rc), s		56.9			56.9	33.1
Change Period (Y+Rc), s		4.5			4.5	4.5
Max Green Setting (Gmax), s		37.5			37.5	43.5
Max Q Clear Time (g_c+I1), s		7.0			5.5	27.1
Green Ext Time (p_c), s		1.3			1.1	1.5

Intersection Summary

HCM 6th Ctrl Delay	25.0
HCM 6th LOS	C

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		↶	↷		↶	↷
Traffic Vol, veh/h	4	230	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	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	-	-	-	0.1

Timings  
 1: Harmony Church Rd & SR 323 (Gillsville Hwy)

1b. Existing PM  
 03/24/2023

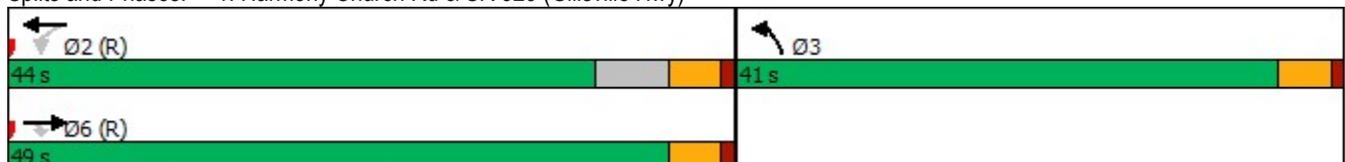


Lane Group	EBT	EBR	WBL	WBT	NBL
Lane Configurations	↑	↑		↑	↑
Traffic Volume (vph)	332	353	48	284	266
Future Volume (vph)	332	353	48	284	266
Lane Group Flow (vph)	349	372	0	350	363
Turn Type	NA	Perm	Perm	NA	Prot
Protected Phases	6			2	3
Permitted Phases		6	2		
Detector Phase	6	6	2	2	3
Switch Phase					
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

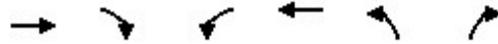
Cycle Length: 90  
 Actuated Cycle Length: 90  
 Offset: 0 (0%), Referenced to phase 2:WBTL and 6:EBT, Start of Green  
 Natural Cycle: 45  
 Control Type: Actuated-Coordinated

Splits and Phases: 1: Harmony Church Rd & SR 323 (Gillsville Hwy)



HCM 6th Signalized Intersection Summary  
 1: Harmony Church Rd & SR 323 (Gillsville Hwy)

1b. Existing PM  
 03/24/2023



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Volume (veh/h)	332	353	48	284	266	79
Future Volume (veh/h)	332	353	48	284	266	79
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	349	372	51	299	280	83
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	1241	1052	165	938	315	93
Arrive On Green	0.66	0.66	0.66	0.66	0.24	0.24
Sat Flow, veh/h	1870	1585	179	1413	1333	395
Grp Volume(v), veh/h	349	372	350	0	364	0
Grp Sat Flow(s),veh/h/ln	1870	1585	1592	0	1733	0
Q Serve(g_s), s	6.9	9.3	0.0	0.0	18.3	0.0
Cycle Q Clear(g_c), s	6.9	9.3	7.0	0.0	18.3	0.0
Prop In Lane		1.00	0.15		0.77	0.23
Lane Grp Cap(c), veh/h	1241	1052	1102	0	409	0
V/C Ratio(X)	0.28	0.35	0.32	0.00	0.89	0.00
Avail Cap(c_a), veh/h	1241	1052	1102	0	703	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	0.00	1.00	0.00
Uniform Delay (d), s/veh	6.3	6.6	6.3	0.0	33.2	0.0
Incr Delay (d2), s/veh	0.6	0.9	0.8	0.0	7.5	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	2.6	2.3	0.0	7.9	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	6.8	7.6	7.0	0.0	40.7	0.0
LnGrp LOS	A	A	A	A	D	A
Approach Vol, veh/h	721			350	364	
Approach Delay, s/veh	7.2			7.0	40.7	
Approach LOS	A			A	D	
Timer - Assigned Phs		2			6	8
Phs Duration (G+Y+Rc), s		64.2			64.2	25.8
Change Period (Y+Rc), s		4.5			4.5	4.5
Max Green Setting (Gmax), s		39.5			44.5	36.5
Max Q Clear Time (g_c+I1), s		9.0			11.3	20.3
Green Ext Time (p_c), s		2.3			3.4	1.0

Intersection Summary

HCM 6th Ctrl Delay	15.7
HCM 6th LOS	B

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		↶	↷		↶	↷
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	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	-	-	-	0.2

**FUTURE “NO-BUILD” INTERSECTION  
ANALYSIS**

Timings  
 1: Harmony Church Rd & SR 323 (Gillsville Hwy)

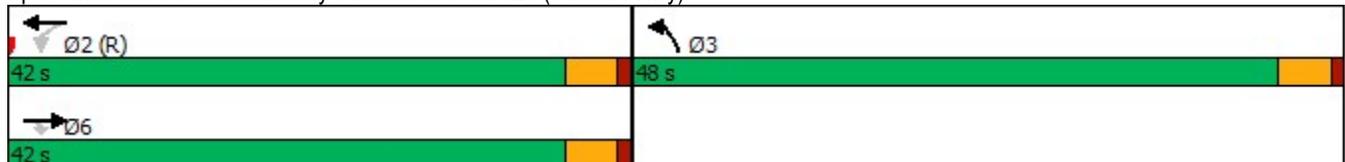


Lane Group	EBT	EBR	WBL	WBT	NBL
Lane Configurations	↑	↑		↑	↑
Traffic Volume (vph)	147	83	40	163	386
Future Volume (vph)	147	83	40	163	386
Lane Group Flow (vph)	171	97	0	237	541
Turn Type	NA	Perm	Perm	NA	Prot
Protected Phases	6			2	3
Permitted Phases		6	2		
Detector Phase	6	6	2	2	3
Switch Phase					
Minimum 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

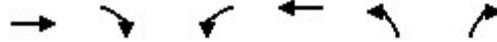
Cycle Length: 90  
 Actuated Cycle Length: 90  
 Offset: 0 (0%), Referenced to phase 2:WBTL, Start of Green  
 Natural Cycle: 50  
 Control Type: Actuated-Coordinated

Splits and Phases: 1: Harmony Church Rd & SR 323 (Gillsville Hwy)



HCM 6th Signalized Intersection Summary  
 1: Harmony Church Rd & SR 323 (Gillsville Hwy)

2a. No Build AM  
 03/24/2023



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Volume (veh/h)	147	83	40	163	386	79
Future Volume (veh/h)	147	83	40	163	386	79
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	171	97	47	190	449	92
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	1051	891	202	792	488	100
Arrive On Green	0.56	0.56	0.56	0.56	0.34	0.34
Sat Flow, veh/h	1870	1585	275	1408	1445	296
Grp Volume(v), veh/h	171	97	237	0	542	0
Grp Sat Flow(s),veh/h/ln	1870	1585	1683	0	1745	0
Q Serve(g_s), s	4.0	2.6	0.0	0.0	26.9	0.0
Cycle Q Clear(g_c), s	4.0	2.6	5.7	0.0	26.9	0.0
Prop In Lane		1.00	0.20		0.83	0.17
Lane Grp Cap(c), veh/h	1051	891	994	0	589	0
V/C Ratio(X)	0.16	0.11	0.24	0.00	0.92	0.00
Avail Cap(c_a), veh/h	1051	891	994	0	843	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	0.00	1.00	0.00
Uniform Delay (d), s/veh	9.5	9.2	9.9	0.0	28.6	0.0
Incr Delay (d2), s/veh	0.1	0.1	0.6	0.0	11.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.4	0.8	2.2	0.0	11.9	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	9.6	9.2	10.4	0.0	40.2	0.0
LnGrp LOS	A	A	B	A	D	A
Approach Vol, veh/h	268			237	542	
Approach Delay, s/veh	9.4			10.4	40.2	
Approach LOS	A			B	D	
Timer - Assigned Phs		2			6	8
Phs Duration (G+Y+Rc), s		55.1			55.1	34.9
Change Period (Y+Rc), s		4.5			4.5	4.5
Max Green Setting (Gmax), s		37.5			37.5	43.5
Max Q Clear Time (g_c+I1), s		7.7			6.0	28.9
Green Ext Time (p_c), s		1.3			1.2	1.6

Intersection Summary

HCM 6th Ctrl Delay	25.6
HCM 6th LOS	C

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		↶	↷		↶	↷
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

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	805	0	-	0	1073 804
Stage 1	-	-	-	-	804 -
Stage 2	-	-	-	-	269 -
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	819	-	-	-	244 383
Stage 1	-	-	-	-	440 -
Stage 2	-	-	-	-	776 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	819	-	-	-	243 383
Mov Cap-2 Maneuver	-	-	-	-	243 -
Stage 1	-	-	-	-	437 -
Stage 2	-	-	-	-	776 -

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	17
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	819	-	-	-	311
HCM Lane V/C Ratio	0.005	-	-	-	0.036
HCM Control Delay (s)	9.4	0	-	-	17
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Timings  
 1: Harmony Church Rd & SR 323 (Gillsville Hwy)

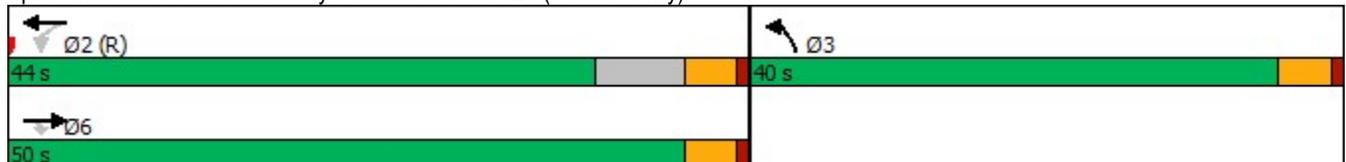


Lane Group	EBT	EBR	WBL	WBT	NBL
Lane Configurations	↑	↑		↑	↑
Traffic Volume (vph)	339	360	49	290	271
Future Volume (vph)	339	360	49	290	271
Lane Group Flow (vph)	357	379	0	357	370
Turn Type	NA	Perm	Perm	NA	Prot
Protected Phases	6			2	3
Permitted Phases		6	2		
Detector Phase	6	6	2	2	3
Switch Phase					
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

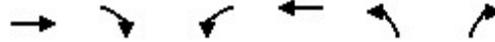
Cycle Length: 90  
 Actuated Cycle Length: 90  
 Offset: 44 (49%), Referenced to phase 2:WBTL, Start of Green  
 Natural Cycle: 45  
 Control Type: Actuated-Coordinated

Splits and Phases: 1: Harmony Church Rd & SR 323 (Gillsville Hwy)



HCM 6th Signalized Intersection Summary  
 1: Harmony Church Rd & SR 323 (Gillsville Hwy)

2b. No Build PM  
 03/24/2023



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Volume (veh/h)	339	360	49	290	271	81
Future Volume (veh/h)	339	360	49	290	271	81
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	357	379	52	305	285	85
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	1234	1046	163	930	320	95
Arrive On Green	0.66	0.66	0.66	0.66	0.24	0.24
Sat Flow, veh/h	1870	1585	178	1409	1331	397
Grp Volume(v), veh/h	357	379	357	0	371	0
Grp Sat Flow(s),veh/h/ln	1870	1585	1587	0	1732	0
Q Serve(g_s), s	7.2	9.6	0.0	0.0	18.6	0.0
Cycle Q Clear(g_c), s	7.2	9.6	7.2	0.0	18.6	0.0
Prop In Lane		1.00	0.15		0.77	0.23
Lane Grp Cap(c), veh/h	1234	1046	1093	0	416	0
V/C Ratio(X)	0.29	0.36	0.33	0.00	0.89	0.00
Avail Cap(c_a), veh/h	1234	1046	1093	0	683	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	0.00	1.00	0.00
Uniform Delay (d), s/veh	6.4	6.8	6.4	0.0	33.1	0.0
Incr Delay (d2), s/veh	0.1	0.2	0.8	0.0	8.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.2	2.5	2.4	0.0	8.2	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	6.6	7.1	7.2	0.0	41.7	0.0
LnGrp LOS	A	A	A	A	D	A
Approach Vol, veh/h	736			357	371	
Approach Delay, s/veh	6.8			7.2	41.7	
Approach LOS	A			A	D	
Timer - Assigned Phs		2			6	8
Phs Duration (G+Y+Rc), s		63.9			63.9	26.1
Change Period (Y+Rc), s		4.5			4.5	4.5
Max Green Setting (Gmax), s		39.5			45.5	35.5
Max Q Clear Time (g_c+I1), s		9.2			11.6	20.6
Green Ext Time (p_c), s		2.3			3.5	1.0

Intersection Summary

HCM 6th Ctrl Delay	15.7
HCM 6th LOS	B

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		↕	↕		↕	
Traffic Vol, veh/h	11	693	455	4	8	9
Future Vol, veh/h	11	693	455	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	700	460	4	8	9

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**

Timings  
 1: Harmony Church Rd & SR 323 (Gillsville Hwy)

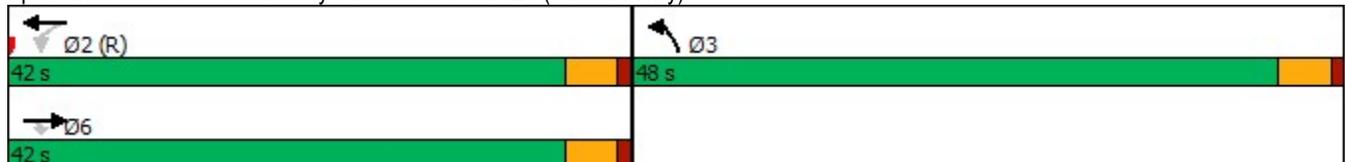


Lane Group	EBT	EBR	WBL	WBT	NBL
Lane Configurations	↑	↗		↖	↘
Traffic Volume (vph)	147	83	40	163	386
Future Volume (vph)	147	83	40	163	386
Lane Group Flow (vph)	171	97	0	237	541
Turn Type	NA	Perm	Perm	NA	Prot
Protected Phases	6			2	3
Permitted Phases		6	2		
Detector Phase	6	6	2	2	3
Switch Phase					
Minimum 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

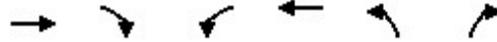
Intersection Summary

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)



HCM 6th Signalized Intersection Summary  
 1: Harmony Church Rd & SR 323 (Gillsville Hwy)



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Volume (veh/h)	147	83	40	163	386	79
Future Volume (veh/h)	147	83	40	163	386	79
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	171	97	47	190	449	92
Peak Hour Factor	0.86	0.86	0.86	0.86	0.86	0.86
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	1051	891	202	792	488	100
Arrive On Green	0.56	0.56	0.56	0.56	0.34	0.34
Sat Flow, veh/h	1870	1585	275	1408	1445	296
Grp Volume(v), veh/h	171	97	237	0	542	0
Grp Sat Flow(s),veh/h/ln	1870	1585	1683	0	1745	0
Q Serve(g_s), s	4.0	2.6	0.0	0.0	26.9	0.0
Cycle Q Clear(g_c), s	4.0	2.6	5.7	0.0	26.9	0.0
Prop In Lane		1.00	0.20		0.83	0.17
Lane Grp Cap(c), veh/h	1051	891	994	0	589	0
V/C Ratio(X)	0.16	0.11	0.24	0.00	0.92	0.00
Avail Cap(c_a), veh/h	1051	891	994	0	843	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	0.00	1.00	0.00
Uniform Delay (d), s/veh	9.5	9.2	9.9	0.0	28.6	0.0
Incr Delay (d2), s/veh	0.1	0.1	0.6	0.0	11.6	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.4	0.8	2.2	0.0	11.9	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	9.6	9.2	10.4	0.0	40.2	0.0
LnGrp LOS	A	A	B	A	D	A
Approach Vol, veh/h	268			237	542	
Approach Delay, s/veh	9.4			10.4	40.2	
Approach LOS	A			B	D	
Timer - Assigned Phs		2			6	8
Phs Duration (G+Y+Rc), s		55.1			55.1	34.9
Change Period (Y+Rc), s		4.5			4.5	4.5
Max Green Setting (Gmax), s		37.5			37.5	43.5
Max Q Clear Time (g_c+I1), s		7.7			6.0	28.9
Green Ext Time (p_c), s		1.3			1.2	1.6

Intersection Summary

HCM 6th Ctrl Delay	25.6
HCM 6th LOS	C

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		↶	↷		↶	↷
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

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	805	0	-	0	1073 804
Stage 1	-	-	-	-	804 -
Stage 2	-	-	-	-	269 -
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	819	-	-	-	244 383
Stage 1	-	-	-	-	440 -
Stage 2	-	-	-	-	776 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	819	-	-	-	243 383
Mov Cap-2 Maneuver	-	-	-	-	243 -
Stage 1	-	-	-	-	437 -
Stage 2	-	-	-	-	776 -

Approach	EB	WB	SB
HCM Control Delay, s	0.2	0	17
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	819	-	-	-	311
HCM Lane V/C Ratio	0.005	-	-	-	0.036
HCM Control Delay (s)	9.4	0	-	-	17
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.1

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
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	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
Stage 1	-	- 0 -
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 -
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)	-	-	-

Timings  
 1: Harmony Church Rd & SR 323 (Gillsville Hwy)

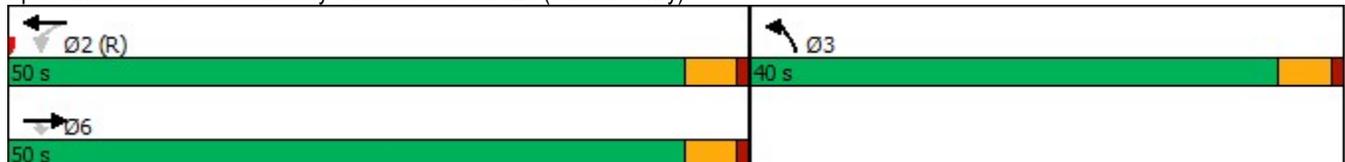


Lane Group	EBT	EBR	WBL	WBT	NBL
Lane Configurations	↑	↑		↑	↑
Traffic Volume (vph)	347	365	49	298	276
Future Volume (vph)	347	365	49	298	276
Lane Group Flow (vph)	365	384	0	366	376
Turn Type	NA	Perm	Perm	NA	Prot
Protected Phases	6			2	3
Permitted Phases		6	2		
Detector Phase	6	6	2	2	3
Switch Phase					
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 (ft)		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

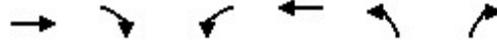
Cycle Length: 90  
 Actuated Cycle Length: 90  
 Offset: 0 (0%), Referenced to phase 2:WBTL, Start of Green  
 Natural Cycle: 45  
 Control Type: Actuated-Coordinated

Splits and Phases: 1: Harmony Church Rd & SR 323 (Gillsville Hwy)



HCM 6th Signalized Intersection Summary  
 1: Harmony Church Rd & SR 323 (Gillsville Hwy)

3b. Build PM  
 03/24/2023



Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↑		↑	↑	
Traffic Volume (veh/h)	347	365	49	298	276	81
Future Volume (veh/h)	347	365	49	298	276	81
Initial Q (Qb), veh	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)		1.00	1.00		1.00	1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No			No	No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	365	384	52	314	291	85
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	2	2	2	2	2	2
Cap, veh/h	1228	1041	159	931	326	95
Arrive On Green	0.66	0.66	0.66	0.66	0.24	0.24
Sat Flow, veh/h	1870	1585	172	1418	1338	391
Grp Volume(v), veh/h	365	384	366	0	377	0
Grp Sat Flow(s),veh/h/ln	1870	1585	1591	0	1733	0
Q Serve(g_s), s	7.5	9.9	0.0	0.0	18.9	0.0
Cycle Q Clear(g_c), s	7.5	9.9	7.5	0.0	18.9	0.0
Prop In Lane		1.00	0.14		0.77	0.23
Lane Grp Cap(c), veh/h	1228	1041	1090	0	422	0
V/C Ratio(X)	0.30	0.37	0.34	0.00	0.89	0.00
Avail Cap(c_a), veh/h	1228	1041	1090	0	684	0
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(l)	1.00	1.00	1.00	0.00	1.00	0.00
Uniform Delay (d), s/veh	6.6	7.0	6.6	0.0	32.9	0.0
Incr Delay (d2), s/veh	0.1	0.2	0.8	0.0	8.9	0.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	2.3	2.6	2.5	0.0	8.3	0.0
Unsig. Movement Delay, s/veh						
LnGrp Delay(d),s/veh	6.7	7.2	7.4	0.0	41.9	0.0
LnGrp LOS	A	A	A	A	D	A
Approach Vol, veh/h	749			366	377	
Approach Delay, s/veh	7.0			7.4	41.9	
Approach LOS	A			A	D	
Timer - Assigned Phs		2			6	8
Phs Duration (G+Y+Rc), s		63.6			63.6	26.4
Change Period (Y+Rc), s		4.5			4.5	4.5
Max Green Setting (Gmax), s		45.5			45.5	35.5
Max Q Clear Time (g_c+I1), s		9.5			11.9	20.9
Green Ext Time (p_c), s		2.5			3.6	1.0

Intersection Summary

HCM 6th Ctrl Delay	15.9
HCM 6th LOS	B

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		↕	↕		↕	
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						
Int Delay, s/veh	6.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	50	50	16	15	0
Future Vol, veh/h	0	50	50	16	15	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	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	54	54	17	16	0

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	141	16	16	0	0
Stage 1	16	-	-	-	-
Stage 2	125	-	-	-	-
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	852	1063	1602	-	-
Stage 1	1007	-	-	-	-
Stage 2	901	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	823	1063	1602	-	-
Mov Cap-2 Maneuver	823	-	-	-	-
Stage 1	973	-	-	-	-
Stage 2	901	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.6	5.6	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1602	-	1063	-	-
HCM Lane V/C Ratio	0.034	-	0.051	-	-
HCM Control Delay (s)	7.3	0	8.6	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

# **TRAFFIC VOLUME WORKSHEETS**

**23-031 Joe Parker Special Events Facility at 3210 Joe Parker Road - Hall County, GA**  
**Traffic Volumes**

**A&R Engineering**  
**March 2023**

**1. SR 323 @ Harmony Church Rd**

**A.M. Peak Hour**

Condition	Harmony Church Road Northbound				- 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:	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				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:	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**  
**Traffic Volumes**

**A&R Engineering**  
**March 2023**

**2. SR 323 @ Joe Parker Rd**

**A.M. Peak Hour**

Condition	-				Joe Parker Road				SR 323 (Gillsville Highway)				SR 323 (Gillsville Highway)			
	Northbound				Southbound				Eastbound				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	-				Joe Parker Road				SR 323 (Gillsville Highway)				SR 323 (Gillsville Highway)			
	Northbound				Southbound				Eastbound				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	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 Volumes**

**A&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 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

## Anael Dominguez (CDI: Planning)

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**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)

## Anael Dominguez (CDI: Planning)

---

**From:** Chavers, Veronica E <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>  
**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<sup>nd</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

### **CALL TO ORDER**

### **AGENDA REVIEW**

### **APPROVAL OF MINUTES – November 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± 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 | 17.240.010 to reduce the front yard setback requirement from 55 feet from centerline to 49 feet from centerline | on a 0.42± 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. No GDOT coordination required.
3. 3536 Atlanta Highway | Variance | 17.420.050 to vary the Gateway Corridors Overlay District (GCOD) standards | on a 2.99± 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 08047 001004 | Proposed Use: office building | \* Commission District 1 | Gail Chapman, applicant. No GDOT coordination required.
4. 3210 Joe Parker Road | Amend conditions of PCD | on a 20.19± 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 15023 000055 | Proposed use: event facility | \*\* Commission District 3 | El Alamo Properties, LLC, applicant. No GDOT coordination required.
5. 2595 Gillsville Highway | Use Subject to County Commission Approval | 17.110.040(M) for a commercial kennel | on a 10.14± 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 15023 000015 | 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(M) for a commercial kennel | on a 10.69± 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. 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 five working 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<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

\*\*The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, January 11, 2024**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,  
Ana Dominguez  
Planning Commission Clerk  
Hall County Community Development and Infrastructure  
(770) 531-6810 | [www.hallcounty.org](http://www.hallcounty.org)





Hall County Government  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PUBLIC WORKS AND UTILITIES

MEMORANDUM

**To:** Randi Doveton, Director of Planning and Development  
**From:** Bill Nash, Director of Public Works and Utilities  
**Date:** November 2, 2023  
**Subject:** December 4, 2023 - Hall County Planning Commission Agenda

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6800 | f: 770.531.3945

DIRECTOR  
Srikanth Yamala

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

Please be advised that our office has reviewed the Hall County Planning Commission agenda for the 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± acre tract located on the south side of White Oak Drive, at its intersection with Oak Hill Drive | Zoned R-1, Tax Parcel 08102A000065 | Proposed Use: single-family residence | \\* Commission District 2 | 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± 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± 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](#)

[08047 001004 | Proposed Use: office building | \\* Commission District 1 | Gail Chapman, applicant.](#)

- a. **Engineering:** No Comment
- b. **Traffic:** No Comment
- c. **Utilities:** No Comment

4. [3210 Joe Parker Road | Amend conditions of PCD | on a 20.19± 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 15023 000055 | 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 wooded 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± 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 15023 000015 | 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 wooded 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± 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

## Anael Dominguez (CDI: Planning)

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**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± 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 15023 000055 | Proposed use: event facility | \\*\\* Commission District 3 | El 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](http://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\***

John

**Last Name\***

Barbieri

**Address1\***

3204 Joe Parker Rd

**Address2**

**City\***

Gainesville

**State\***

GA

**Zip\***

30507

**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

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.

# ZONING NOTICE

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

APPLICANT:

EL ALAMO PROPERTIES, LLC

REQUEST:

AMEND CONDITIONS OF PCO FOR AN EVENT

FACILITY

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION

Date: Dec 4, 2023

&

COUNTY COMMISSION

Date: Jan 11, 2024

Time: 5:15 P.M.

Time: 6:00 P.M.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



## AGENDA ITEM

### Planning and Development

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**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± 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.**

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#### Meetings:

**Work Session Date:** 01/08/24

**Voting Meeting Date:** 01/11/24

#### Executive Summary:

**Presenter:** RD  
**Recommendation:**

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± 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.**

**History:**

**Facts and Issues:**

**Options:**

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

**Approvals:**

Submit	Approve	Attorney	Administration
AD	RD	WLI	CR
<b>Clerk</b>			
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



# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
**Srikanth Yamala**

PLANNING AND DEVELOPMENT  
DIRECTOR  
**Randi Doveton**

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

**From:** Randi Doveton, Director of Planning & Development

**Date:** December 26, 2023

**Subject:** **4549, 4555, 4561, 4567, 4571, 4601, 4607, and 4611 Candlestick Lane | Amend Conditions of PRD | 9-unit townhome development | on a combined 3.89± acres | Proposed Use: 9-unit townhome development | RyRoMa Properties, LLC, applicant.**

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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.
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"Owners, occupants, and users of property shown on this plat are hereby informed of the impacts associated with normal farming practices which may take place on adjacent and nearby property including, but not limited to, noise, odors, dust, the operation of machinery of any kind, the storage and disposal of manure, and the application of fertilizers, herbicides, and pesticides. Therefore, owners, occupants, and users of the property shown on this plat should be prepared to expect the effects of such practices."

**HALL COUNTY PLANNING COMMISSION  
RECOMMENDATION REPORT**

**Applicant** ..... RyRoMa Properties, LLC

**Request** ..... Use Subject to County Commission Approval |  
Amend Condition of Planned Residential  
Development (PRD [17.180.060](#))

**Proposed Use** ..... 9-unit townhome development

**Size** ..... 3.89± acres

**Zoning** ..... Planned Residential Development (PRD,  
[17.180.060](#))

**Location** ..... **4549, 4555, 4561, 4567, 4571, 4601, 4607, and  
4611 Candlestick Lane** | Tax Parcels 08067 000045,  
000044, 000043, 000042, 000041, 000039,  
000038, and 000037

**Commission District** ..... Two

**Planning Commission Date** ..... November 20, 2023

**Staff Recommendation** ..... **Approval, with conditions** as the proposed use is  
consistent with surrounding development.

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

**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.”

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**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± 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 ( <a href="#">17.180.060</a> )	Proposed Development
Site Area	5 acre minimum	3.89± 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	<b>Building 1:</b> 45 feet from centerline of road <b>Building 2:</b> 65 feet from centerline of road <b>Building 3:</b> 40 feet from property lines
Side Setback	5 feet	10 feet
Rear Setback	20 feet	20 feet
Parking	2 spaces per dwelling unit ( <a href="#">17.250.020</a> )	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 <a href="#">17.180.060</a> .		

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 originally-approved 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 2.31 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 [08067 000045](#), [000044](#), [000043](#), [000042](#), [000041](#), [000039](#), [000038](#), and [000037](#) are currently undeveloped, with no record of past 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 [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-of-way 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: 5-0**

*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.
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HZCU23-00

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



**AMEND COND.  
ZONING APPLICATION**

**Applicant (Name & Mailing Address)**

RyRoma Properties, LLC  
4890 Serene Shores Dr.  
Gainesville, Georgia 30504

Phone 770-543-8707  
Email Address maxdecook1@gmail.com  
Proposed Use Multi-Family development

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

RyRoMa Properties, LLC  
4890 Serene Shores Dr.  
Gainesville, Georgia 30504

Phone 770-543-8707  
Email Address maxdecook1@gmail.com

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

Max Decook  
4890 Serene Shores Dr.  
Gainesville, Georgia 30504

Phone 336-409-0931  
Email Address maxdecook1@gmail.com

Tax Parcel Number 08067 000037, 38, 39, 41, 45 Acreage 3.89  
Location Address Candlestick Lane, Hall County, Georgia

**Status of Applicant**

- Owner
- Option to Purchase
- Area Resident
- Other

**Requested Action**

Existing Zoning: PRD  
Rezone to: PRD  
Fee: \$ \_\_\_\_\_  
Receipt #: \_\_\_\_\_  
Check #: \_\_\_\_\_

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

Sign [Signature] Date: 08/16/2021

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

**Application Withdrawal:** I hereby **withdraw** the application.

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

**Staff Use Only**

Application Date: \_\_\_\_\_ Taken by: \_\_\_\_\_  
Tentative Planning Commission Date: \_\_\_\_\_ Tentative County Commission Date: \_\_\_\_\_  
County Commission District: \_\_\_\_\_

### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

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

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

I have\*\* \_\_\_\_\_ I have not  \_\_\_\_\_

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

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

Name of Official(s): \_\_\_\_\_

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: *Max DeLoak*

Date: 08/16/2023

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

# 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' from the centerline or 40' 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.

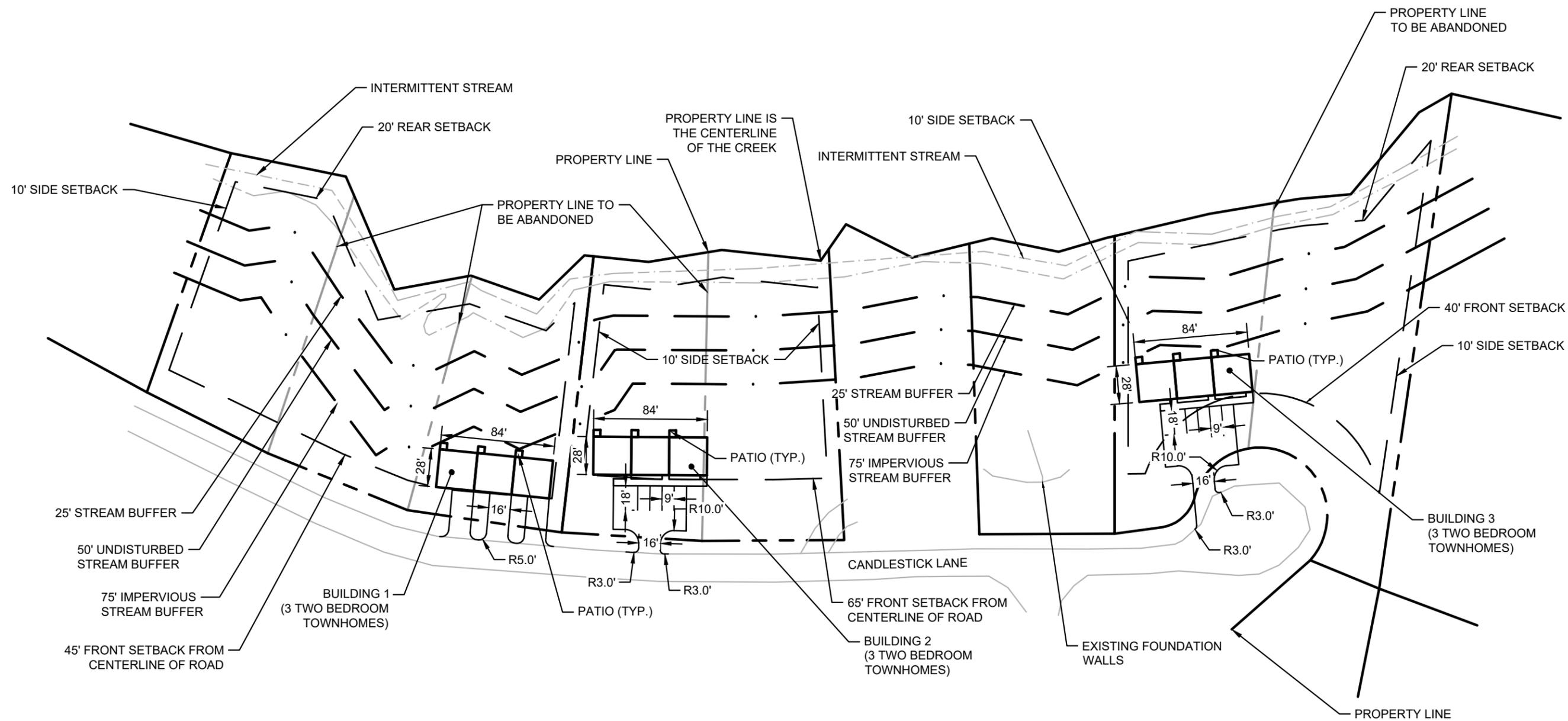
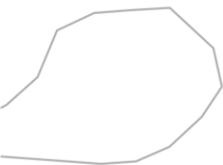
## Traffic and Parking:

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.



DEVELOPMENT SUMMARY:	
SITE SUMMARY:	
EXISTING ZONING:	PRD
PROPOSED ZONING:	PRD
BUILDING SETBACK:	65 FT FROM CENTERLINE OF ROAD OR 40 FT FROM PROPERTY LINE WHICHEVER IS GREATER
FRONT	
SIDE	10 FT
REAR	20 FT

**Kimley»Horn**  
 © 2022 KIMLEY-HORN AND ASSOCIATES, INC.  
 11720 AMBER PARK DRIVE, SUITE 600  
 ALBUQUERQUE, NM 87120  
 PHONE: (770) 674-4284  
 WWW.KIMLEY-HORN.COM

OWNER COMPANY  
 OWNER ADDRESS 1, OWNER ADDRESS 2  
 CITY, STATE, ZIP  
 PHONE: 000.000.0000

NO.	ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

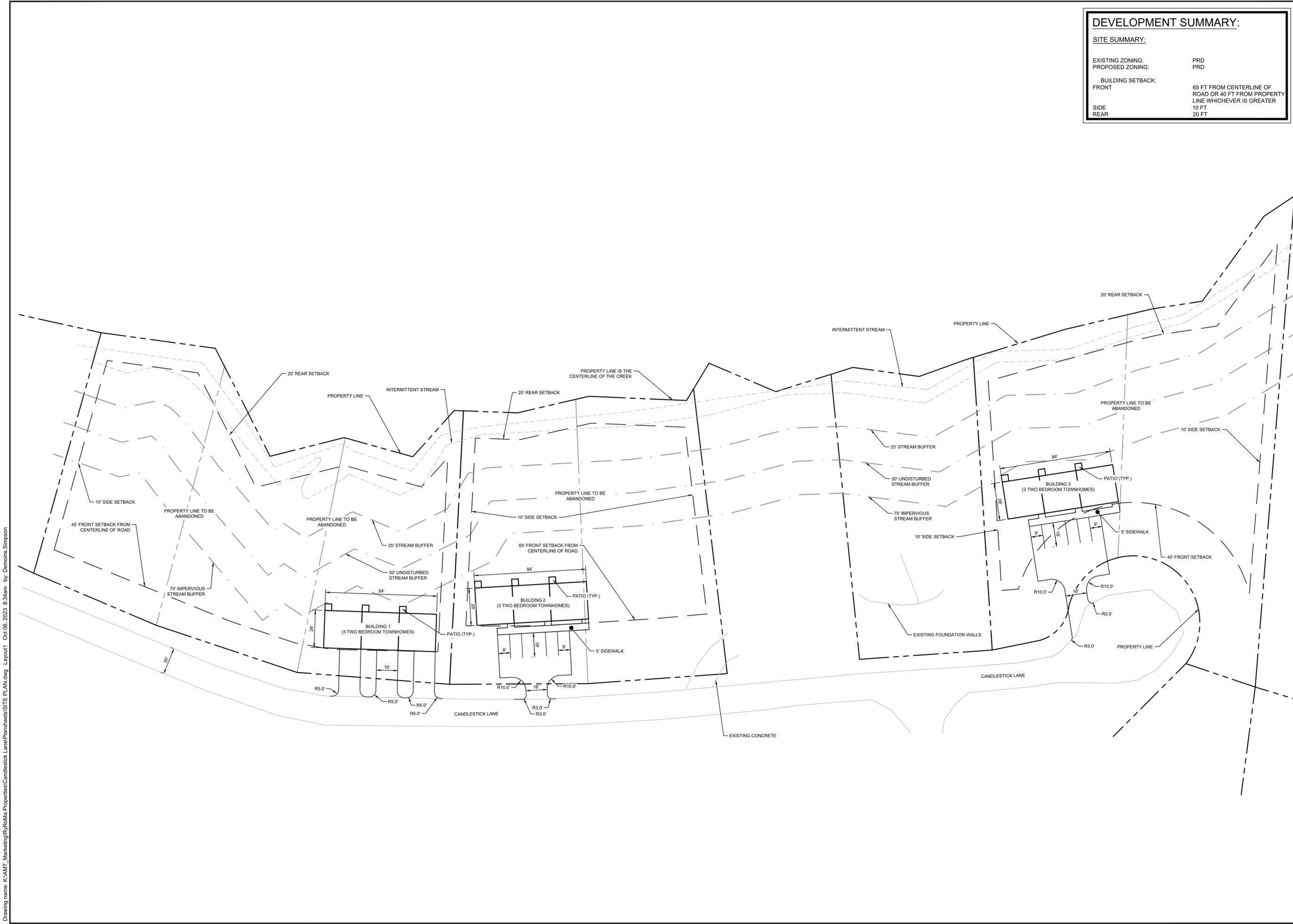
PROJECT NAME  
 STREET ADDRESS CITY, STATE, ZIP  
 LAND LOT TH DISTRICT  
 PARCEL ID: 000000000000

**PRELIMINARY**  
 NOT FOR CONSTRUCTION  
 05/14/2023

GSWCC NO. (LEVEL II) 00000XXXXX  
 DRAWN BY DSS  
 DESIGNED BY DSS  
 REVIEWED BY ARI  
 DATE 00.00.0000  
 PROJECT NO. 000000000

TITLE  
**REZONING SITE PLAN**  
 SHEET NUMBER  
**C2-00**

**PRELIMINARY: NOT FOR CONSTRUCTION**



Drawing name: K:\A\T\_Marketing\RoMa Properties\Candlestick Lane\Plansheets\SITE PLAN.dwg Layout1 Oct 06, 2023 8:34am by Demoina Simpson

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

**LEGEND**

IPS=IRON PIN SET  
 RBF=REBAR FOUND  
 OTF=OPEN TOP PIPE FOUND  
 N/F=NOW OR FORMERLY  
 P/L=PROPERTY LINE  
 R/W=RIGHT-OF-WAY  
 DB=DEED BOOK  
 PB=PLAT BOOK  
 PG=PAGE

26 08067 000045 19462.72 Sq. Feet 0.45 Acres	27 08067 000044 17954.72 Sq. Feet 0.41 Acres	28 08067 000043 18186.58 Sq. Feet 0.42 Acres	29 08067 000042 19420.67 Sq. Feet 0.45 Acres
30 08067 000041 20446.85 Sq. Feet 0.47 Acres	32 08067 000039 22206.01 Sq. Feet 0.51 Acres	33 08067 000038 22081.25 Sq. Feet 0.51 Acres	34 08067 000037 29332.61 Sq. Feet 0.67 Acres

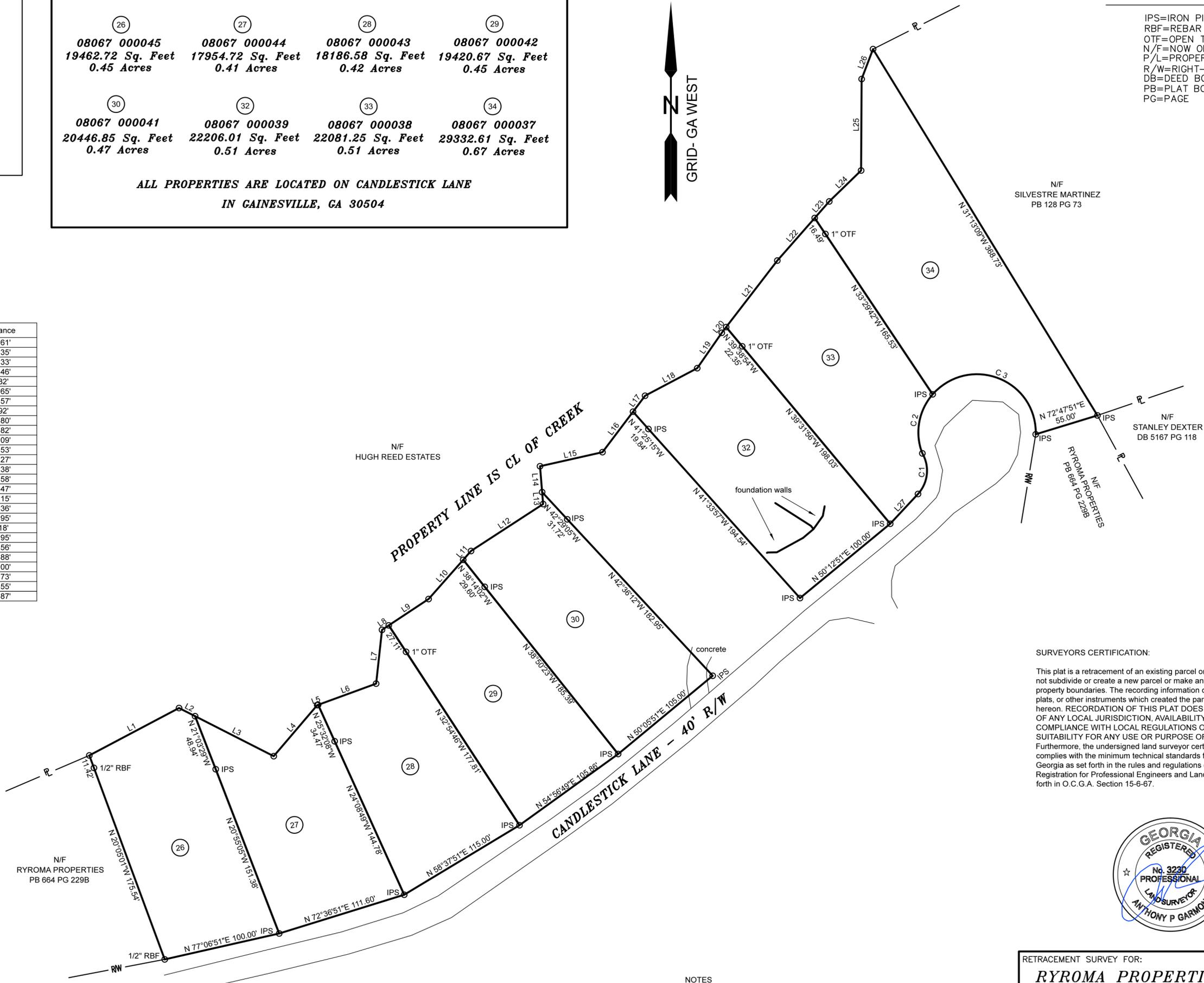
ALL PROPERTIES ARE LOCATED ON CANDLESTICK LANE  
 IN GAINESVILLE, GA 30504



THIS BLOCK RESERVED FOR THE  
 CLERK OF THE SUPERIOR COURT.

**CALLS FOR CREEK**

Course	Bearing	Distance
L1	N 61°54'11" E	86.61'
L2	S 62°48'02" E	15.35'
L3	S 62°48'02" E	75.33'
L4	N 40°08'15" E	57.46'
L5	N 69°43'14" E	0.82'
L6	N 69°43'14" E	52.65'
L7	N 06°11'52" E	46.57'
L8	N 56°14'18" E	6.92'
L9	N 56°14'18" E	40.80'
L10	N 41°09'23" E	44.82'
L11	N 41°09'23" E	10.09'
L12	N 56°38'46" E	73.53'
L13	N 04°38'53" W	10.27'
L14	N 04°38'53" W	22.38'
L15	N 77°10'32" E	54.58'
L16	N 36°45'19" E	43.47'
L17	N 36°45'19" E	17.15'
L18	N 61°53'52" E	50.36'
L19	N 34°27'23" E	36.95'
L20	N 37°16'31" E	6.18'
L21	N 37°16'31" E	71.95'
L22	N 40°59'31" E	48.56'
L23	N 40°59'31" E	18.88'
L24	N 45°31'40" E	38.00'
L25	N 00°20'10" E	78.73'
L26	N 20°37'30" E	27.55'
L27	N 42°45'51" E	34.87'



**SURVEYORS CERTIFICATION:**

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



**NOTES**

- ALL IRON PINS SET ARE 1/2" REBAR UNLESS STATED OTHERWISE.
- SURVEY AND BEARING BASIS ESTABLISHED WITH GPS USING A NETWORK ADJUSTED REAL TIME KINEMATIC ROVER.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS RELATIVE POSITIONAL ACCURACY OF +0.03 FEET.
- THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 150,000 FEET.
- EQUIPMENT USED IN THIS SURVEY WAS A CARLSON MESA 2 DATA COLLECTOR AND A LEICA TS06 TOTAL STATION.
- FIELD WORK COMPLETED ON NOVEMBER 14, 2022.
- SETBACKS ARE SHOWN FROM COUNTY CODE INFORMATION. GARMON LAND SURVEYING, LLC IS NOT LIABLE FOR ANY DISCREPANCIES.

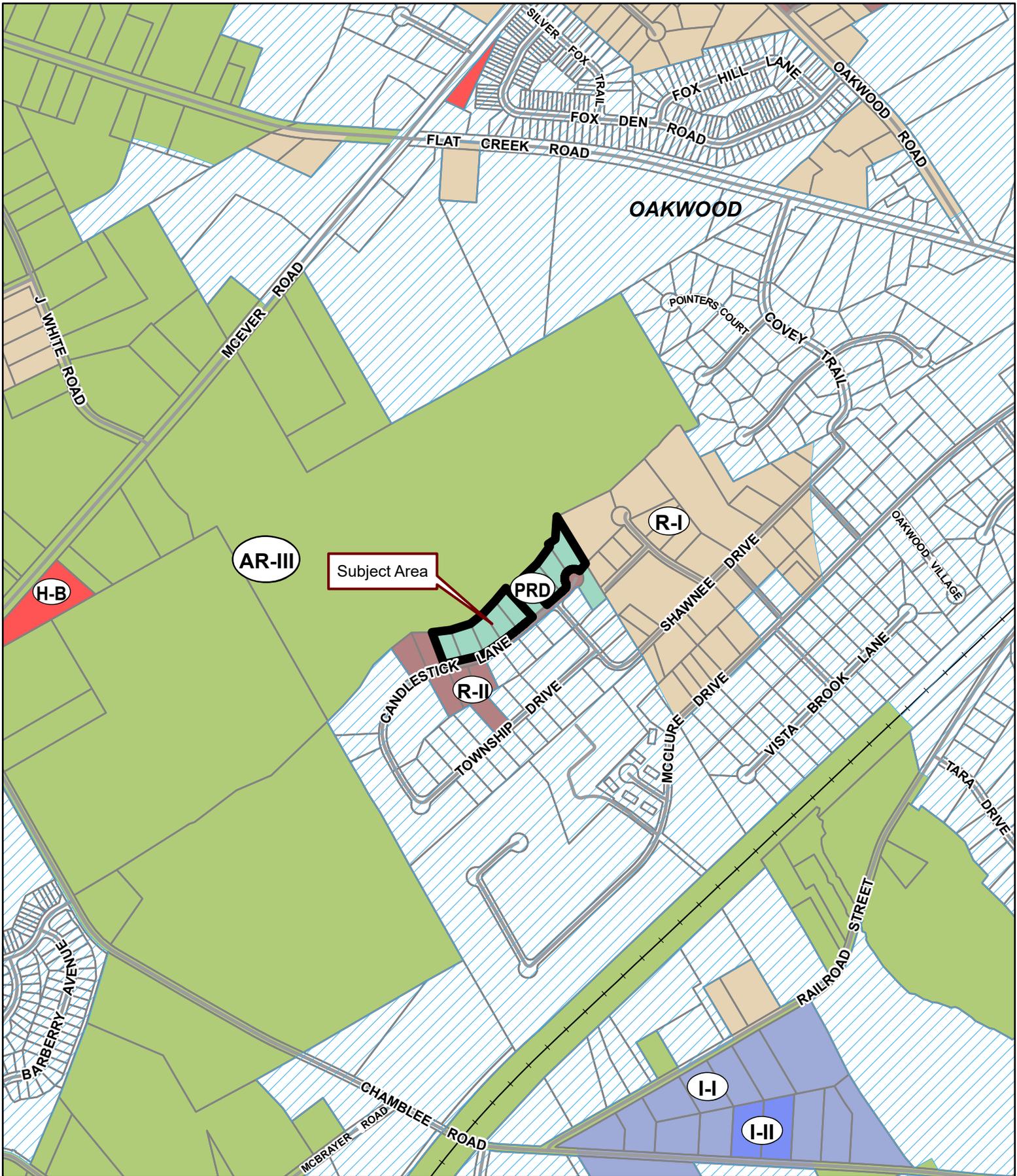
RETRACEMENT SURVEY FOR:

**RYROMA PROPERTIES**

Curve	Radius	Length	Chord	Chord Bear.
C1	30.00'	37.59'	35.18'	N 06°03'21" E
C2	50.00'	54.19'	51.58'	N 09°48'14" E
C3	50.00'	123.15'	94.30'	S 68°35'09" E



<b>L.L.</b> 67	<b>DATE</b> 11/15/2022	<p>1920 Railroad Street Statham Ga 30666                  678-726-7582                  garmonsurveying@gmail.com</p>
<b>DISTRICT:</b> 8	<b>SCALE</b> 1"=60'	
<b>SECTION:</b>		
<b>COUNTY:</b> HALL	<b>JOB NO.</b> 2022-194	<b>DRAWING NAME:</b> CANDLESTICK LANE LOTS

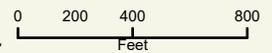


**Applicant:** RYROMA PROPERTIES, LLC

**Tax Parcel #:** 08067 000045, 000044, 000043, 000042, 000041, 000039, 000038, & 000037

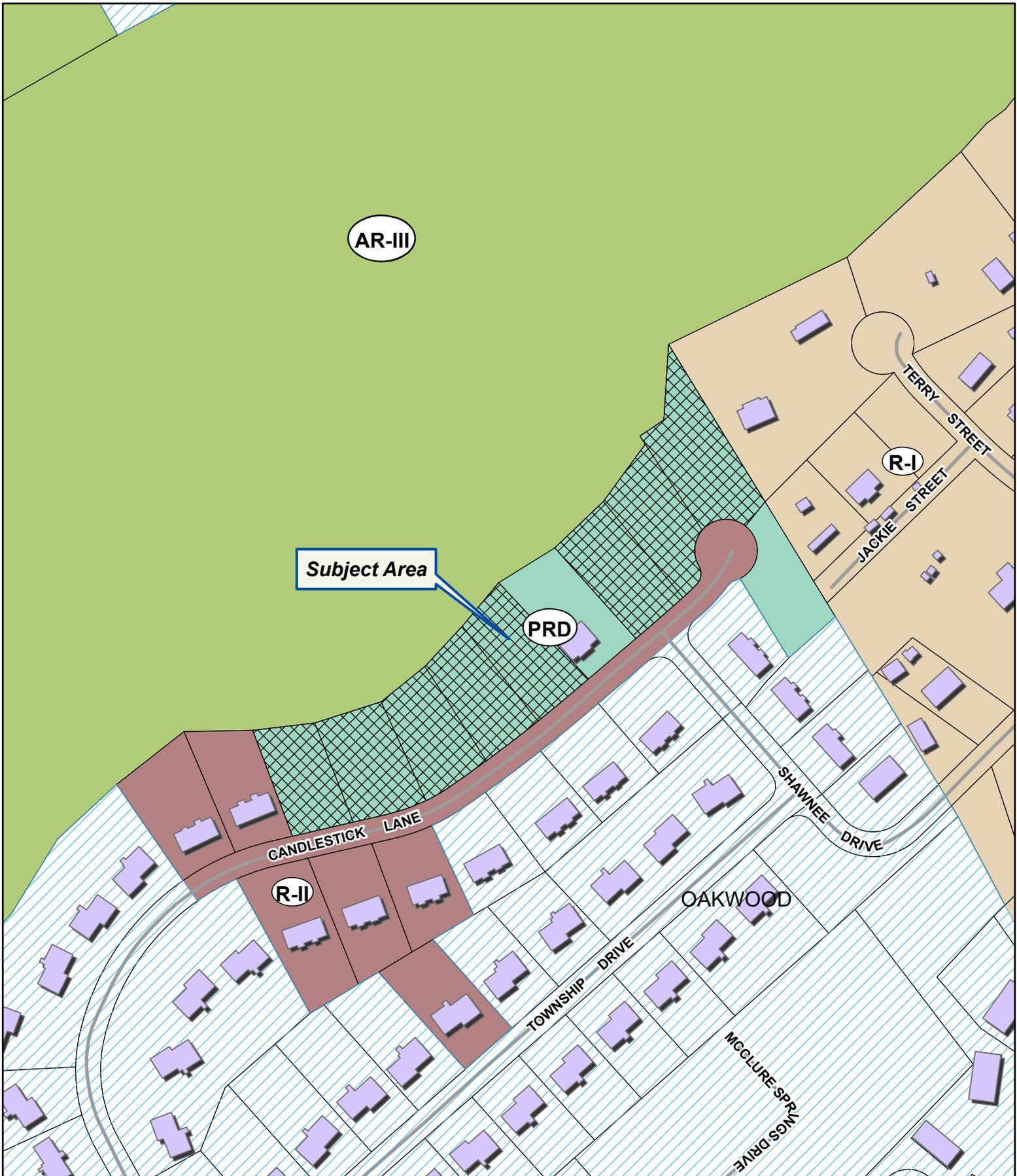
**Location:** 4549, 4555, 4561, 4567, 4571, 4601, 4607,  
& 4611 CANDLESTICK LANE, OAKWOOD, GA, 30566

**Commission District 2      PC Mtg. Date: 11/20/23**



-  Zoning Boundary
-  City Limits
-  Subject Area
-  Structure



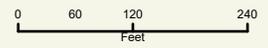


**Applicant:** RYROMA PROPERTIES, LLC

**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      PC Mtg. Date: 11/20/23**



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



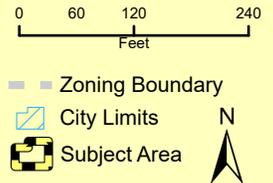


**Applicant:** RYROMA PROPERTIES, LLC

**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      PC Mtg. Date: 11/20/23**



LOT 4549 LEGAL DESCRIPTION

From the POINT OF BEGINNING; Thence, N 61° 54' 10.7" E for a distance of 86.6085 feet to a point on a line.

Thence, S 62° 48' 02.1" E for a distance of 15.3477 feet to a point on a line.

Thence, S 20° 57' 08.6" E for a distance of 200.3153 feet to a point on a line.

Thence, S 77° 06' 51.4" W for a distance of 100.0000 feet to a point on a line.

thence N 20° 05' 00.6" W a distance of 186.9651 feet to the POINT OF BEGINNING;

## LOT 4555 LEGAL DESCRIPTION

From the POINT OF BEGINNING; Thence, S 72° 36' 51.4" W for a distance of 111.6000 feet to a point on a line.

Thence, N 20° 57' 08.6" W for a distance of 200.3153 feet to a point on a line.

Thence, S 62° 48' 02.1" E for a distance of 75.3349 feet to a point on a line.

Thence, N 40° 08' 15.5" E for a distance of 57.4612 feet to a point on a line.

Thence, N 69° 43' 14.3" E for a distance of 0.8205 feet to a point on a line.

thence S 24° 09' 08.6" E a distance of 179.1884 feet to the POINT OF BEGINNING;

## LOT 4561 LEGAL DESCRIPTION

From the POINT OF BEGINNING; Thence, S 58° 37' 51.4" W for a distance of 115.0000 feet to a point on a line.

Thence, N 24° 09' 08.6" W for a distance of 179.1884 feet to a point on a line.

Thence, N 69° 43' 14.3" E for a distance of 52.6478 feet to a point on a line.

Thence, N 06° 11' 52.1" E for a distance of 46.5722 feet to a point on a line.

Thence, N 56° 14' 18.0" E for a distance of 6.9166 feet to a point on a line.

thence S 32° 54' 45.7" E a distance of 204.9205 feet to the POINT OF BEGINNING;

LOT 4567 LEGAL DESCRIPTION

From the POINT OF BEGINNING; Thence, S 53° 52' 51.4" W for a distance of 104.0000 feet to a point on a line.

Thence, N 32° 54' 45.7" W for a distance of 204.9205 feet to a point on a line.

Thence, N 56° 14' 18.0" E for a distance of 40.7982 feet to a point on a line.

Thence, N 41° 09' 22.6" E for a distance of 44.8249 feet to a point on a line.

thence S 38° 17' 08.6" E a distance of 212.9473 feet to the POINT OF BEGINNING;

## LOT 4571 LEGAL DESCRIPTION

From the POINT OF BEGINNING; Thence, S 50° 05' 51.4" W for a distance of 105.0000 feet to a point on a line.

Thence, N 38° 17' 08.6" W for a distance of 212.9473 feet to a point on a line.

Thence, N 41° 09' 22.6" E for a distance of 10.0895 feet to a point on a line.

Thence, N 56° 38' 45.7" E for a distance of 73.5254 feet to a point on a line.

Thence, N 04° 38' 53.1" W for a distance of 10.2730 feet to a point on a line.

Thence, S 42° 29' 05.4" E for a distance of 31.7229 feet to a point on a line.

thence S 42° 36' 11.5" E a distance of 182.9471 feet to the POINT OF BEGINNING;

## LOT 4601 LEGAL DESCRIPTION

From the POINT OF BEGINNING; Thence, N 36° 45' 18.6" E for a distance of 17.1466 feet to a point on a line.

Thence, N 61° 53' 51.8" E for a distance of 50.3623 feet to a point on a line.

Thence, N 34° 27' 23.2" E for a distance of 36.9508 feet to a point on a line.

Thence, N 37° 16' 31.0" E for a distance of 6.1811 feet to a point on a line.

Thence, S 39° 31' 55.6" E for a distance of 21.4614 feet to a point on a line.

Thence, S 39° 31' 55.6" E for a distance of 198.0313 feet to a point on a line.

Thence, S 50° 12' 51.4" W for a distance of 100.0000 feet to a point on a line.

Thence, N 41° 33' 56.9" W for a distance of 194.5405 feet to a point on a line.

thence N 41° 25' 14.5" W a distance of 19.8410 feet to the POINT OF BEGINNING;

## LOT 4607 LEGAL DESCRIPTION

From the POINT OF BEGINNING; Thence, S 42° 45' 51.4" W for a distance of 34.8723 feet to a point on a line.

Thence, N 39° 31' 55.6" W for a distance of 198.0313 feet to a point on a line.

Thence, N 39° 31' 55.6" W for a distance of 21.4614 feet to a point on a line.

Thence, N 37° 16' 31.0" E for a distance of 71.9504 feet to a point on a line.

Thence, N 40° 59' 30.8" E for a distance of 48.5620 feet to a point on a line.

Thence, S 33° 29' 41.8" E for a distance of 16.4890 feet to a point on a line.

Thence, S 33° 29' 41.8" E for a distance of 165.5300 feet to the beginning of a non-tangential curve,

Said curve turning to the left through 62° 05' 50.8", having a radius of 50.0000 feet, and whose long chord bears S 09° 48' 14.2" W for a distance of 51.5767 feet to the beginning of a non-tangential curve.

Said curve turning to the right through 71° 46' 59.8", having a radius of 30.0000 feet, and whose long chord bears S 06° 03' 20.9" 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° 59' 30.8" E for a distance of 18.8835 feet to a point on a line.

Thence, N 45° 31' 40.2" E for a distance of 37.9952 feet to a point on a line.

Thence, N 00° 20' 10.5" E for a distance of 78.7264 feet to a point on a line.

Thence, N 20° 37' 30.1" E for a distance of 27.5451 feet to a point on a line.

Thence, S 31° 13' 08.6" E for a distance of 368.7259 feet to a point on a line.

Thence, S 72° 47' 51.4" W for a distance of 55.0000 feet to the beginning of a non-tangential curve,

Said curve turning to the left through an angle of 141° 07' 23.7", having a radius of 50.0000 feet, and whose long chord bears N 68° 35' 08.6" W for a distance of 94.3000 feet to a point of intersection with a non-tangential line.

Thence, N 33° 29' 41.8" W for a distance of 165.5300 feet to a point on a line.

thence N 33° 29' 41.8" W a distance of 16.4890 feet to the POINT OF BEGINNING;

## **Anael Dominguez (CDI: Planning)**

---

**From:** Emily McGahee (Environmental Health)  
**Sent:** Tuesday, October 17, 2023 3:28 PM  
**To:** Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)  
**Cc:** Beth Garmon (CDI: Planning); Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)  
**Subject:** 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)

## Anael Dominguez (CDI: Planning)

---

**From:** Chavers, Veronica E <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>  
**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<sup>th</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

### **CALL TO ORDER**

### **AGENDA REVIEW**

### **APPROVAL OF MINUTES - November 6, 2023**

### **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± 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 | on a 0.46± 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 08065 000003HH | **Proposed Use: detached garage** | \* 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± 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 08065 000003HH | **Proposed Use: detached garage** | \* Commission District 2 | **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 | on a 0.43± 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 10121 000025 | **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± 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. 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± 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 & 10050 000008 | **Proposed use: 307-lot 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<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

\*\*The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, January 11, 2024**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,  
Ana Dominguez  
Planning Commission Clerk  
Hall County Community Development and Infrastructure  
(770) 531-6810 | [www.hallcounty.org](http://www.hallcounty.org)



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Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the

signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PUBLIC WORKS AND UTILITIES

MEMORANDUM

**To:** Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** October 19, 2023

t: 770.531.6800 | f: 770.531.3945

**Subject:** November 20, 2023 - Hall County Planning Commission Agenda

DIRECTOR  
Srikanth Yamala

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.

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

**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± 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.](#)
  - a. **Engineering:** Show stream buffer and impervious setback from wretched 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 | on a 0.46± 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 08065 000003HH | 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 | on a 0.46± 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 08065 000003HH | 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 | to reduce the rear yard setback requirement from 20 feet to 1 foot | on a 0.43± 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 10121 000025 | Proposed Use: residential addition | \\* 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 | Amend Conditions of PRD | 9-unit townhome development | on a combined 3.89± 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.](#)
  - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.  
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.  
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± 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 & 10050 000008 | Proposed use: 307-lot 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 wretched 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.

## Anael Dominguez (CDI: Planning)

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**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 | Amend Conditions of PRD | 9-unit townhome development | on a combined 3.89± 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.](#)

The Hall County Fire Marshal's Office has no comments as proposed.

Regards,

**John Hornick, NPQ Fire Service Plans Examiner 1**  
Lieutenant, Hall County Fire Rescue  
Hall County Government  
Main: 770-531-6838 | Cell: 404-597-0083  
Website: [www.Hallcounty.org](http://www.Hallcounty.org)





**ZONING NOTICE**  
AN APPLICATION HAS BEEN FILED WITH HALL COUNTY IN REGARD TO  
THE ZONING REGULATIONS AS THEY APPLY TO THIS PROPERTY  
APPLICANT: RYROMA PROPERTIES LLC  
REQUEST:  
AMEND CONDITIONS OF PRD FOR A  
9 UNIT TOWNHOME DEVELOPMENT  
PUBLIC HEARINGS WILL BE HELD ON:  
PLANNING COMMISSION COUNTY COMMISSION  
Date: Nov. 20, 2023 & Date: Jan. 11, 2024  
Time: 5:15 PM & Time: 6:00 PM  
HALL COUNTY GOVERNMENT CENTER, 300 BROADWAY ROAD, GAINESVILLE, GA  
FOR MORE INFORMATION CALL: (770) 531-6809



## AGENDA ITEM

### Planning and Development

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**REPORT TO:** Work Session (01/08/24)

**REPORT TO:** Voting Meeting (01/11/24)

**ITEM NO:** 712/2023

**SUBJECT:** **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± 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 & 10050 000008 | **Proposed use: 307-lot detached single-family development** | Commission District 2 | **Shadow Stone Partners, LLC, applicant.**

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#### Meetings:

**Work Session Date:** 01/08/24

**Voting Meeting Date:** 01/11/24

#### 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 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. [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± 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 & 10050 000008 | **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**  
**Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?** No  
**Has it been reviewed by the County Attorney?** Yes  
**Is there a deadline for this item?**

**Approvals:**

Submit	Approve	Attorney	Administration
AD	RD	WLI	CR
<b>Clerk</b>			
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



# Hall County Government

COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PLANNING AND DEVELOPMENT

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.531.6809 | f: 770.531.3902

DIRECTOR  
**Srikanth Yamala**

PLANNING AND DEVELOPMENT  
DIRECTOR  
**Randi Doveton**

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

**From:** Randi Doveton, Director of Planning & Development

**Date:** December 26, 2023

**Subject:** **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± acres | **Proposed use: 307-lot detached single-family development | Shadow Stone Partners, LLC, applicant.**

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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 single-family 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. [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**

**Applicant** ..... Shadow Stone Partners, LLC

**Request** ..... Rezone from Agricultural Residential III (AR-III, [17.110](#)) and Residential-I (R-I, [17.60](#)) to Planned Residential Development (PRD, [17.180.060](#))

**Proposed Use** ..... 307-lot detached single-family development

**Size** ..... 174.44± acres

**Zoning** ..... Current Agricultural Residential III (AR-III [17.110](#)) and Residential-I (R-I, [17.60](#)) | Proposed Planned Residential Development (PRD, [17.180.060](#))

**Location** ..... **3955 & 4035 Leach Road** | Tax Parcels 10033 000001 & 10050 000008

**Commission District** ..... Two

**Planning Commission Date** ..... November 20, 2023

**Staff Recommendation** ..... **Denial**, as the development exceeds the 1 dwelling unit per acre recommended for the Lake Area Residential future land use classification in the [Comprehensive Plan](#).

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

**Vote: 5-0**

**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.
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5. Each phase of the development shall meet minimum access requirements, subject to review and approval by the Hall County Fire Marshals.
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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.
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  - 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. [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.
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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.”

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**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.

**Summary Analysis**

The applicant is requesting to rezone a combined 174.44± 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± units per acre. Most of the subject property is contiguous, except for 24.12± acres to the east of Leach Road, belonging to tax parcel 10033 000001 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](#)):

<b>Standard</b>	<b>PRD Requirement (<a href="#">17.180.060</a>)</b>	<b>Proposed Development</b>
Site Area	5 acre minimum	174.44± 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 sq. ft. (60 ft. x 120 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 ( <a href="#">17.250.020</a> )	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 <a href="#">17.180.060</a> .		

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 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 [10033 000001](#) and [10050 000008](#) 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 moderate-density 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. 10033 000001 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 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. [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

**Applicant (Name & Mailing Address)**

Shadow Stone Partners, LLC

3120 Frontage Road

Gainesville, GA 30504

Phone 678-267-7138

Email Address keith@thecookandcompany.com

Proposed Use Single-Family Detached Planned Residential Development

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

Shadow Stone Partners, LLC / Fred Gober/Carolyn Gober Family LLP

3120 Frontage Road / 2762 Dover Road NW

Gainesville, GA 30504 / Atlanta, GA 30327

Phone 678-207-1500

Email Address info@thecookandcompany.com

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

Keith Cook

3120 Frontage Road

Gainesville, GA 30504

Phone 678-207-1508

Email Address keith@thecookandcompany.com

Tax Parcel Number 10050-000008 & 10033-000001

Location Address 4035 & 3955 Leach Road - Gainesville, GA 30506

**Status of Applicant**

Owner

Option to Purchase

Area Resident

Other

**Requested Action**

Existing Zoning: R-1/AR-III

Rezone to: PRD

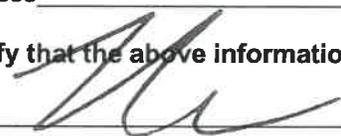
Fee: \$ \_\_\_\_\_

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

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

Acreage 174.44 Acres

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

Sign  Date: 9/22/2023

**Applicant must complete all information above. Failure to complete this section will result in the refusal of the application. The Planning Department has 15 days to review all applications and will set the dates for each application. If the application is found insufficient, an agenda date will not be set until the required information is submitted. Please note that the Planning Commission and County Commission dates are tentative.**

**Application Withdrawal:** I hereby **withdraw** the application.

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

**Staff Use Only**

Application Date: \_\_\_\_\_ Taken by: \_\_\_\_\_

Tentative Planning Commission Date: \_\_\_\_\_ Tentative County Commission Date: \_\_\_\_\_

County Commission District: \_\_\_\_\_

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



**AUTHORIZATION OF PROPERTY OWNERS**

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) Shadow Stone Partners, LLC

Address 3120 Frontage Road - Gainesville, GA 30504

Phone Number (678) 207-1500

Name of applicant(s) Shadow Stone Partners, LLC

Address 3120 Frontage Road - Gainesville, GA 30504

Phone Number (678) 207-1500

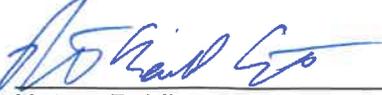
**I swear that I am the owner of the property which is the subject matter of the attached applications as shown in the records of Hall County, Georgia.**

**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)  


Personally appeared before me  
Robert Michael Santi

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

  
Notary Public

9/22/23  
Date



**AUTHORIZATION OF PROPERTY OWNERS**

*Note: If the applicant is the property owner, please disregard this form.*

Name of owner(s) H. Fred Gober and Carolyn M. Gober Family LLLP

Address 2762 Dover Road - Atlanta, GA 30327

Phone Number 404-316-1125

Name of applicant(s) 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)

Elisabeth Ann Tedesco

Elisabeth Ann Tedesco and  
Personally appeared before me

Elisabeth Ann Tedesco and

James A Gober

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

James A. Gober

James A Gober,  
Managing General Partners

[Signature]

Notary Public

8-11-2023

Date



### CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM

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

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

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

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

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

---

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

I have\*\* \_\_\_\_\_ I have not X

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

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

Name of Official(s): N/A

Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_

Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature:  \_\_\_\_\_

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

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.

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

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

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

I have\*\*  I have not

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

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

Name of Official(s): N/A Office: \_\_\_\_\_

Dollar Amount: \_\_\_\_\_ Date of Contribution: \_\_\_\_\_

Applicant's/Owner's Signature: James A. Gober  
Ann Gober Tedesco Date: August 11, 2023  
H. Fred Gober and

Applicant's/Owner's Name (Printed): Carolyn M. Gober Family ~~LLP~~ LLLP

By: Ann Gober Tedesco and  
James A Gober,  
Managing General Partners

September 22<sup>nd</sup>, 2023

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<sup>th</sup> 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)

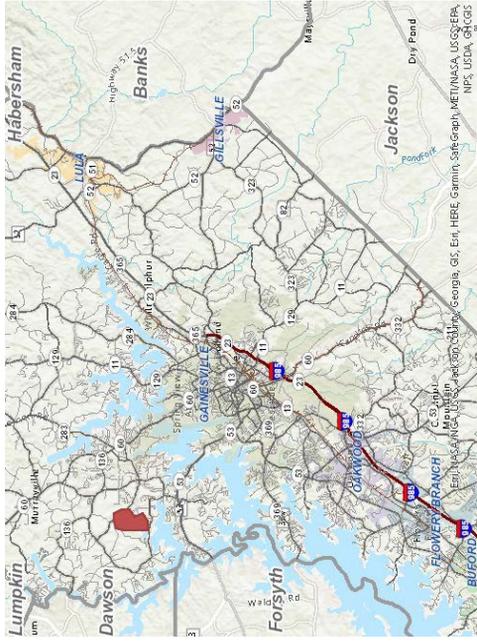
September 22<sup>nd</sup>, 2023

**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’ 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.

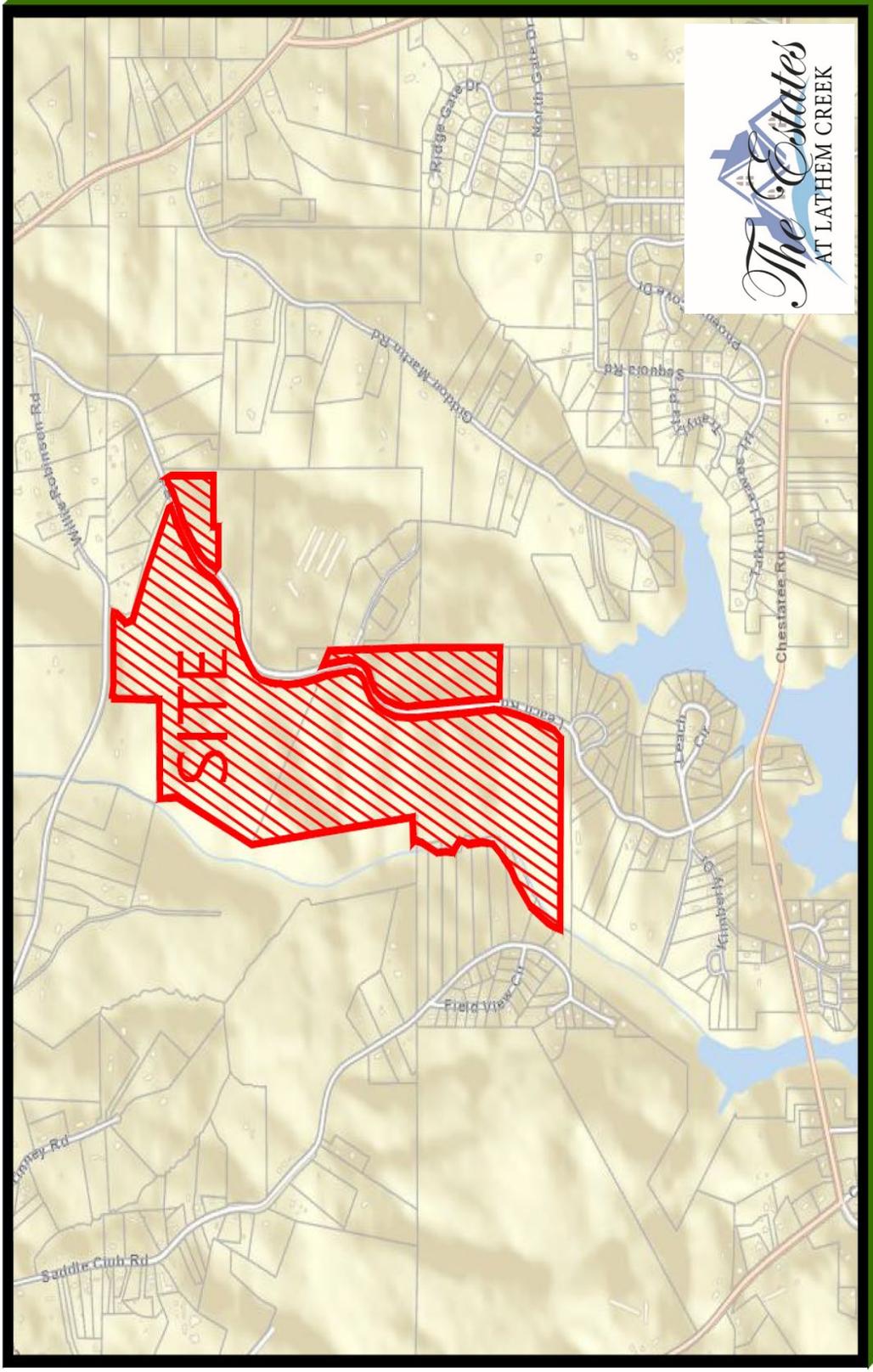
<b>Standard</b>	<b>PRD Requirement (17.180.060)</b>	<b>Proposed Development</b>
Site Area	5 acre minimum	174.44 acres
Number of Units	–	307 units
Density	2 units per acre	1.76 units per acre
Min. Lot Area	8,000 square feet	7,200 square feet
Min. Lot Width	50 feet	60 feet
Front Yard Setback	25 feet	20 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 (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 No Recession From Front Wall Plane See Included Architectural Examples



**3955 & 4035 Leach Road,  
Gainesville, GA 30506**

**Located on 174 Acres in  
Northwest Hall County**

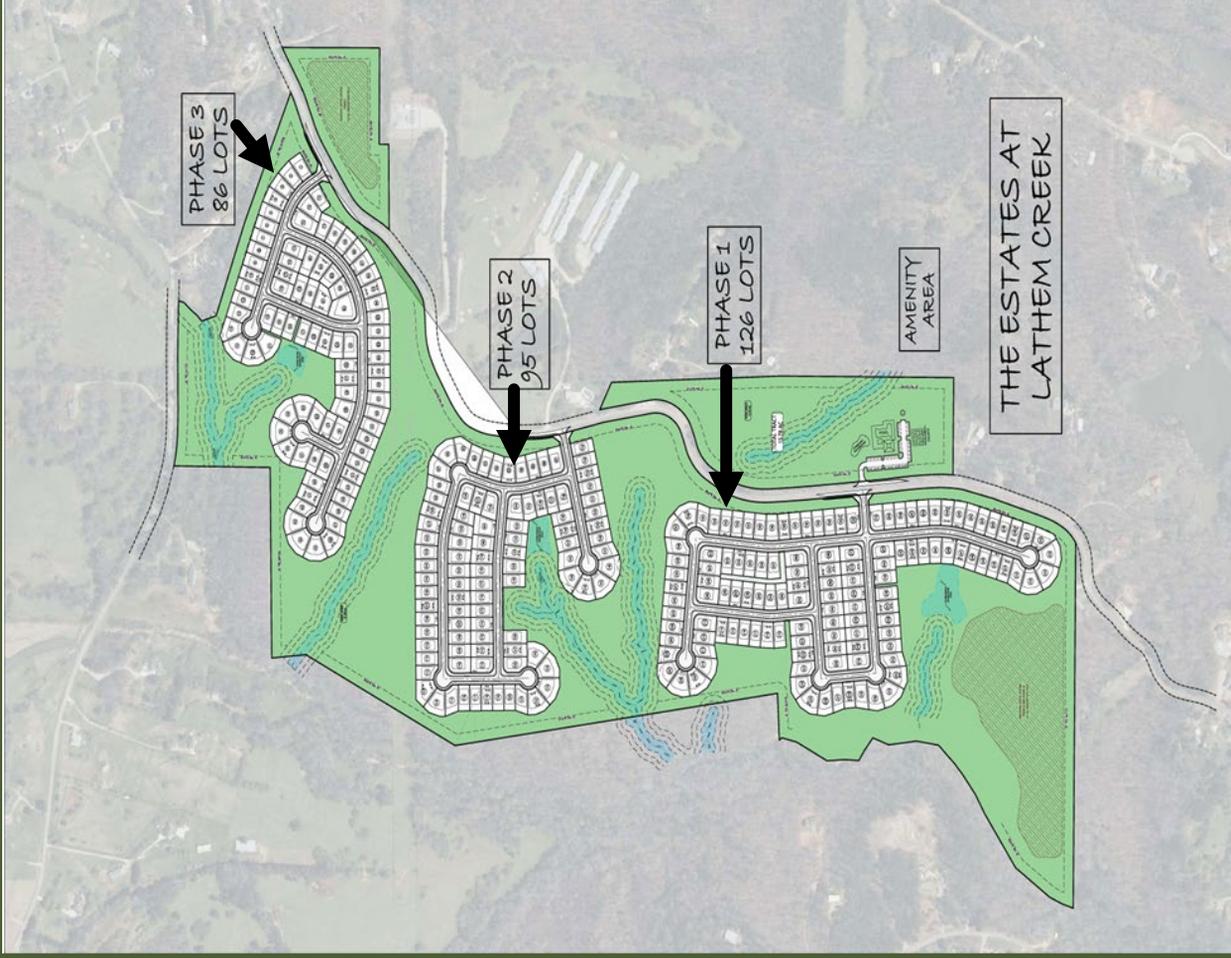
**Connecting Roads to  
Leach Road are Willie  
Robinson Road and  
Chestatee Road**



## LOCATION MAP

# The Estates AT LATHEM CREEK

Site Area:	174.44 acres
Green Space:	70 acres
% of Green Space:	40%
Proposed Units:	307 units
Min Lot Size:	7200 sq ft
Density:	1.76 lots per acre
Lot Width:	60-foot lot width
Front Setback:	20' from ROW
Side Setback:	5'
Rear Setback:	25'
Min Garage Parking:	2 car garages





Phase 1  
126 lots

Estimated 10-12-month  
to develop

Estimated 18-24-month  
for home construction

Requesting Model Home Permit  
for Phase 1





Phase 2  
95 lots

Estimated 8-10-month  
to develop

Estimated 12-month for  
home construction

Requesting Model  
Home Permit  
for Phase 2





**Phase 3  
86 lots**

**Estimated  
8-10-month to  
develop**

**Estimated 12-  
month for  
home  
construction**

**Requesting  
Model Home  
Permit for  
Phase 3**

**PHASE 3  
86 LOTS**

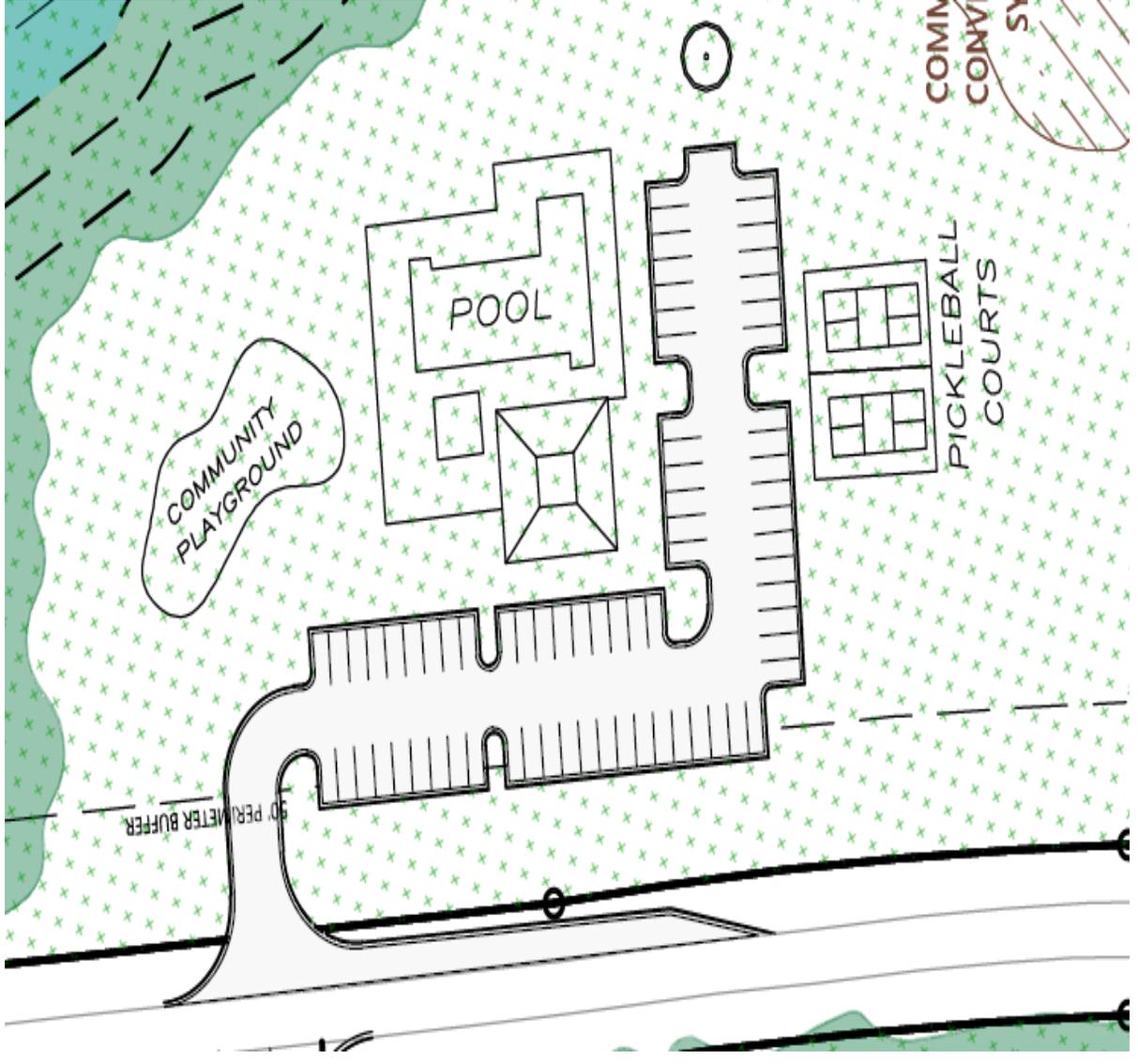




## Amenities

- Pool
- Clubhouse/Pavilion
- Playground
- Pickleball Courts
- 70 Parking Spaces
- Walking Trails Connecting All phases to Amenity area

Constructed after Phase 1 & Install of First Drip Field

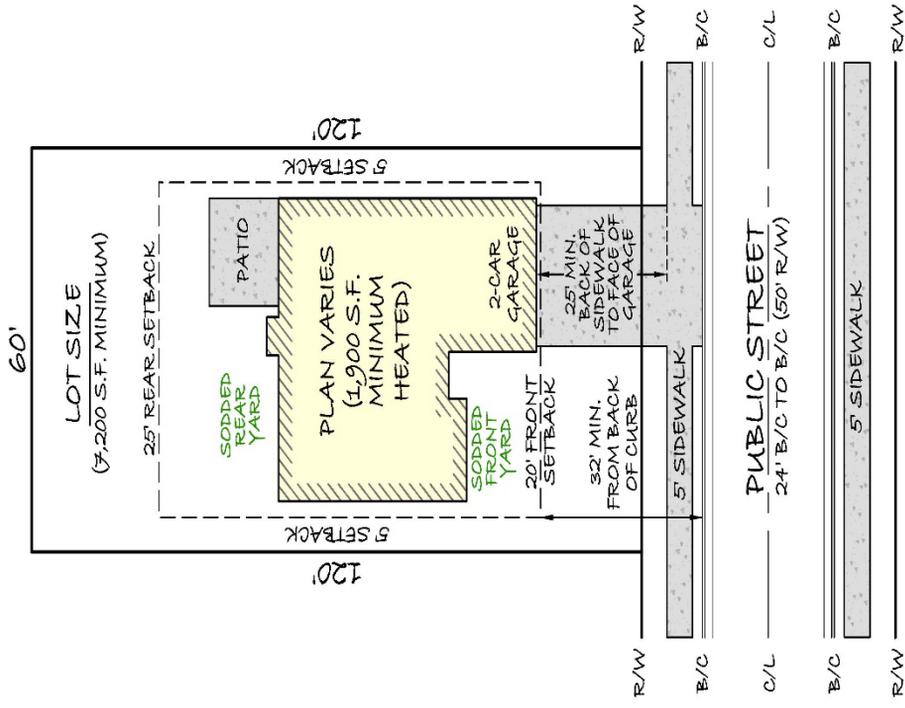


*The Estates*  
AT LATHEM CREEK



5' sidewalks within each phase will connect to mulch path walkways between the phases to connect entire subdivision to amenity area

# TYPICAL LOT LAYOUT



# SINGLE-FAMILY DETACHED

MINIMUM 60' WIDE LOT



## Architectural Design

- Modern Farmhouse Design
- Board and Batten and hardi siding with accent stone/brick on various homes
- Architectural Shingles
- Square Footage from 1900' -2600'
- Pricing from \$400's to \$600's
- Examples on upcoming slides

## Landscaping

- Professionally landscaped sodded yards
- Trees throughout subdivision and yards
- Masonry entrance sign with seasonal flowering beds
- Seasonal flowering beds throughout amenity area
- 50-foot transitional buffer planted or existing

## Homeowners Association

- Professional managed
- Quarterly assessed fees
- Neighborhood Watch implemented
- Covenants strictly enforced
- No Short-Term Rentals Allowed

## Utilities

- Water by City of Gainesville
- Electric provided by Jackson EMC
- Internet/cable provided by AT&T
- Sewer by onsite system (explanation on upcoming slide)





# THE DENISE

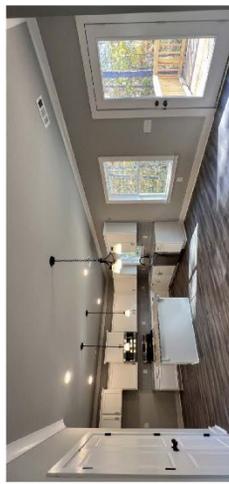


# THE SHELLY





# THE LANIER



# THE HARRISON





# THE LUCY



# THE LOGAN





# THE VIRGINIA



# THE PERRY

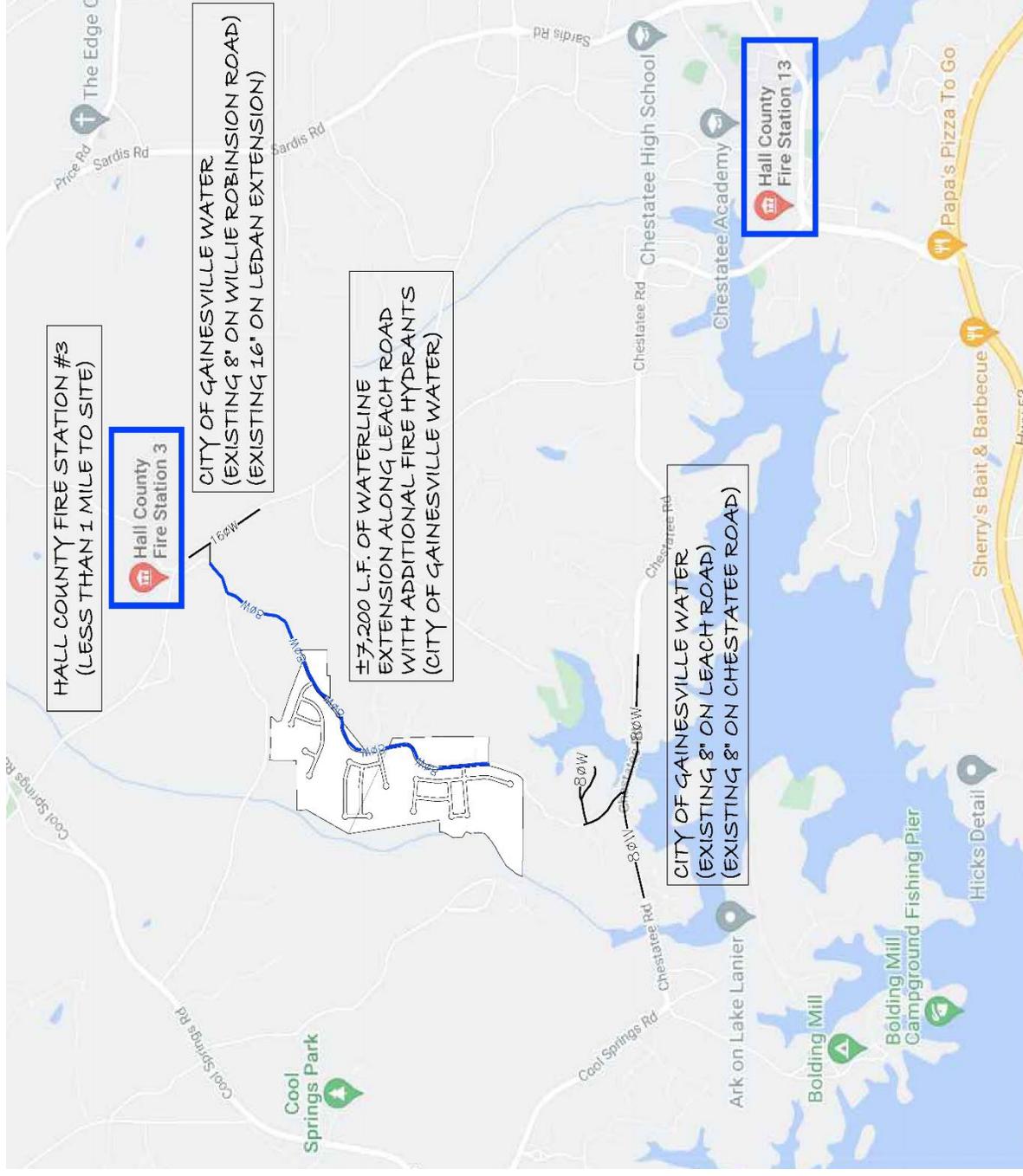




# City of Gainesville Water

+/- 7,200 linear feet of  
new water line and  
hydrants added from  
Willie Robinson Road  
along Leach Road.

This will help all  
neighboring parcels by  
lowering insurance  
premiums and help  
emergency response  
times.



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

Facially, and as applied to the Property, the specific portions of the Zoning Ordinance which restrict the Property to any zoning classification, conditions, uses, or to any development other than those proposed by the Applicant and would abolish or damage the Applicant's property rights without paying adequate, fair and just compensation 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.

Facially, and as applied to the Property, the application of County ordinances or which restrict the Property to any zoning classification, conditions, uses, or to any 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.

The denial of this application would be an arbitrary and capricious act by the County without any rational basis, thus constituting an abuse of discretion in the exercise of the zoning power in violation of the Constitution of the State of Georgia of 1983 and Due Process Clause of the Fourteenth Amendment to the United States 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.

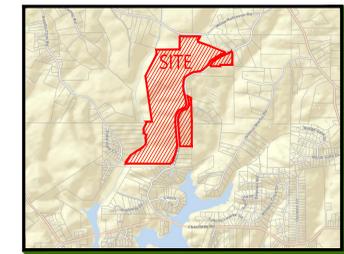
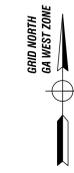


**GENERAL NOTES**

BOUNDARY PROVIDED BY:  
 COOK AND COMPANY SERVICES LLC, L.S.F. 001320  
 3120 FRONTAGE ROAD  
 GAINESVILLE, GA 30504

TOPOGRAPHICAL INFORMATION SHOWN HEREON IS BASED ON HALL COUNTY COUNTY GIS PARCEL INFORMATION WITH SUPPLEMENTAL INFORMATION BY COOK AND COMPANY SERVICES LLC

THIS PLAN IS CONCEPTUAL IN NATURE BASED ON PRELIMINARY COUNTY AND DEVELOPMENT INFORMATION AND RESEARCH. PLAN MAY CHANGE DURING PERMITTING AND GOVERNMENT APPROVAL PROCESS.



LOCATION MAP

**SITE INFORMATION**

PROPERTY ADDRESS: 4035 LEACH ROAD, GAINESVILLE, GEORGIA, 30506

PROPERTY AREA:  
 TRACT 1 152.80 ACRES  
 TRACT 2 5.86 ACRES  
 TRACT 3 15.78 ACRES

TOTAL SITE AREA 174.44 ACRES

PROPOSED ZONING: PRO (PLANNED RESIDENTIAL DEVELOPMENT)

PROPOSED RESIDENTIAL LOTS:  
 TYPICAL LOT: 60' x 120' MINIMUM WIDTH 60 FEET  
 MINIMUM SIZE 7,200 SF

PHASE I: 86 LOTS  
 PHASE II: 95 LOTS  
 PHASE III: 126 LOTS  
 TOTAL 307 LOTS

PROPOSED SETBACKS:  
 FRONT 20 FEET  
 SIDE 5 FEET  
 REAR 25 FEET

PROPOSED SITE DENSITY: 307 LOTS / 174.44 ACRES  
 1.76 LOTS / ACRE

MAXIMUM BUILDING HEIGHT: 30 FEET

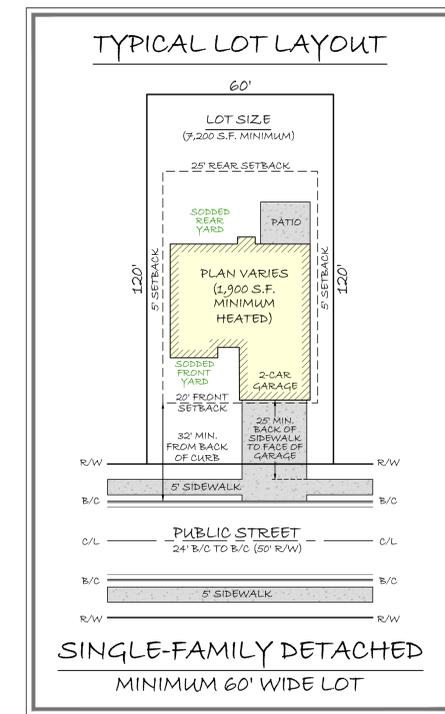
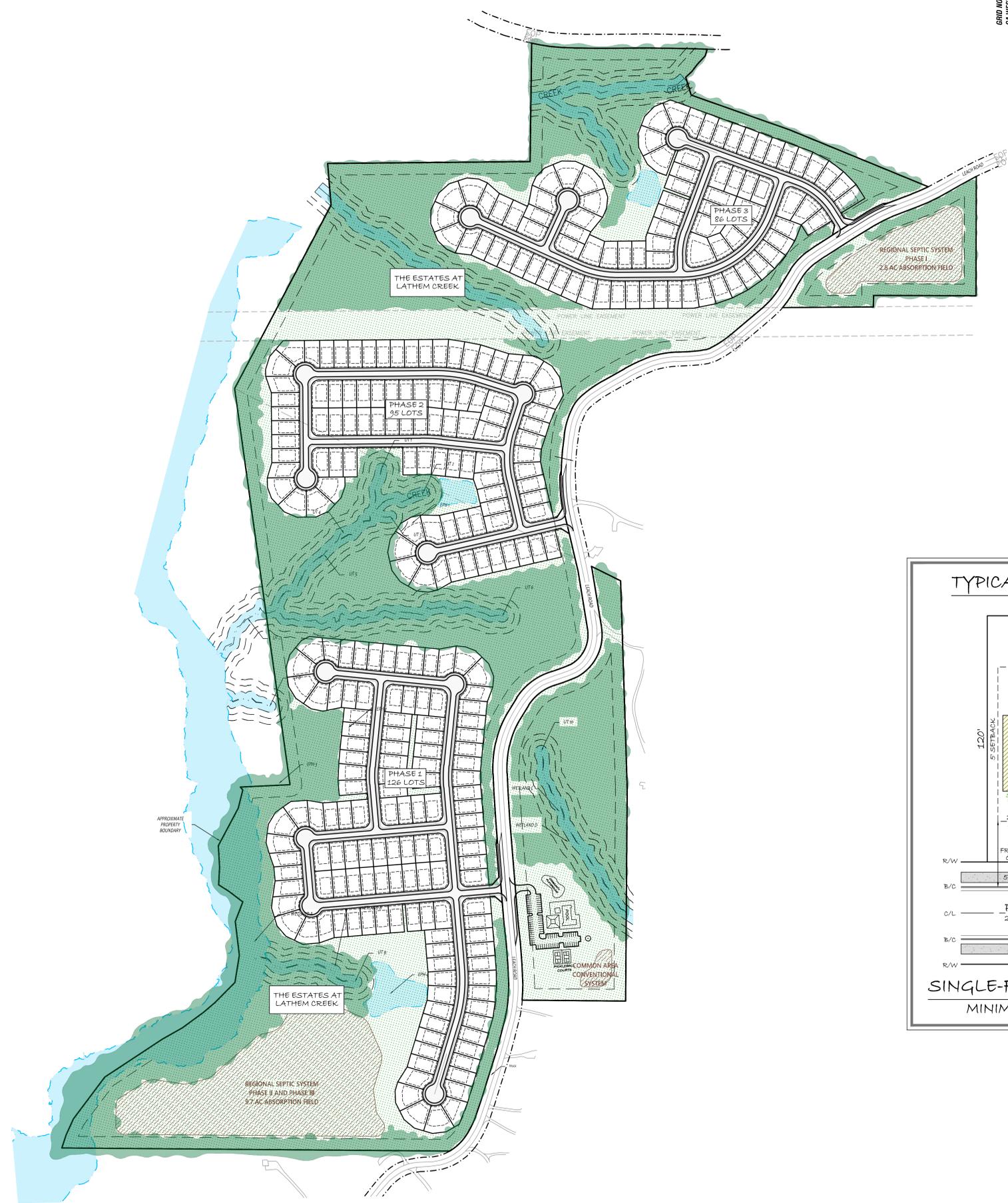
THIS PROPERTY IS NOT LOCATED WITH A DESIGNATED FLOOD HAZARD AREA PER FEMA F.I.R.M. PANEL NO. 13055C0024E DATED 09/30/2016 FOR HALL COUNTY, GEORGIA AND INCORPORATED AREAS.



PO Box 1074  
 Grayson, Georgia 30017  
 770.527.3450  
 www.acuminisconsulting.com



No.	REVISION	DATE
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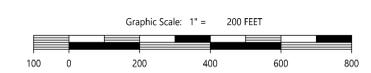


**OWNER / DEVELOPER:**  
 SHADOW STONE PARTNERS, LLC  
 3120 FRONTAGE ROAD  
 GAINESVILLE, GA 30504

24 HR. CONTACT:  
 GEOFF COOK  
 (678) 207-1509  
 gcook@cook-residential.com

**DESIGNER / ENGINEER:**  
 ACUMINIS CONSULTING GROUP, LLC.

CONTACT:  
 ALEX NASH, P.E.  
 (770) 527-3450  
 anash@acuminisconsulting.com



PREPARED FOR:  
 SHADOW STONE PARTNERS, LLC  
 3120 FRONTAGE ROAD  
 GAINESVILLE, GA 30504  
 24-HOUR CONTACT  
 GEOFF COOK  
 (678) 267-7153

PROJECT NAME:  
 THE ESTATES  
 AT  
 LATHEM CREEK  
 4035 LEACH ROAD  
 PARCEL 100-50-000008  
 GAINESVILLE, GA 30506

TASK:

MASTER PLAN

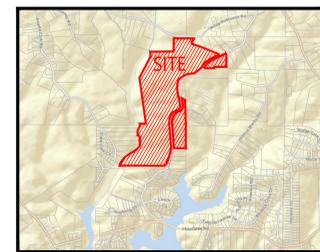
KWB DESIGN	AS SHOWN SCALE
KWB DRAWN	1 of 3
CAN CHECKED	SHEET
09/22/23 DATE	22094 PROJECT No.

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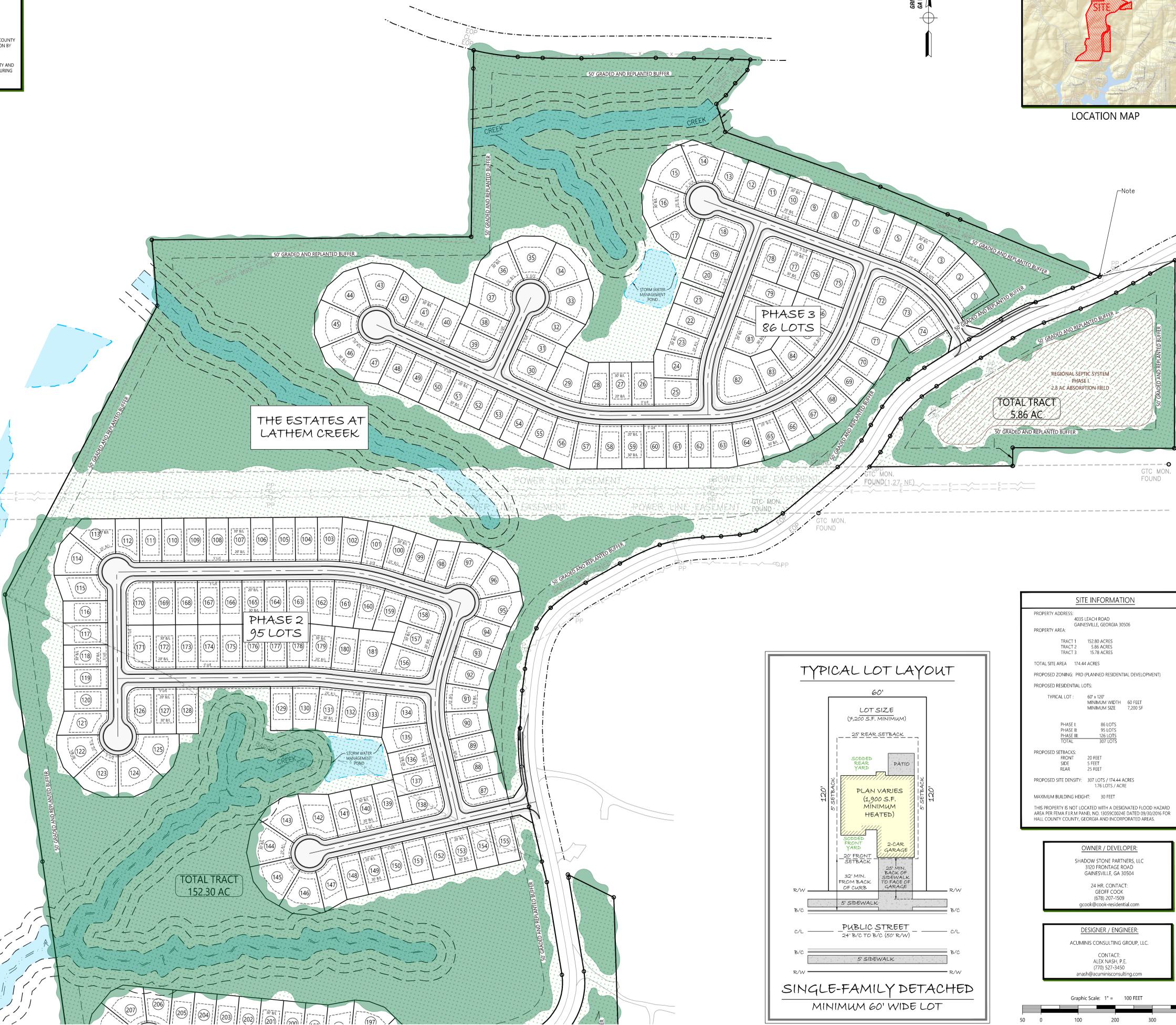
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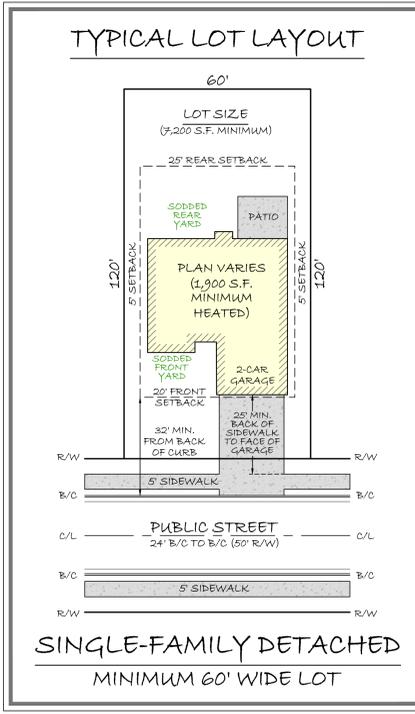
PROJECT NAME:  
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 PARCEL 100-50-000008  
 GAINESVILLE, GA 30506

TASK:  
**CONCEPT PLAN**

KWB DESIGN AS SHOWN SCALE  
 KWB DRAWN  
 CAN CHECKED  
 09/22/23 DATE  
 2 of 3 SHEET  
 22094 PROJECT No.



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MAXIMUM BUILDING HEIGHT:	30 FEET
THIS PROPERTY IS NOT LOCATED WITH A DESIGNATED FLOOD HAZARD AREA PER FEMA FIRM PANEL NO. 13059C0004E DATED 09/30/2016 FOR HALL COUNTY COUNTY, GEORGIA AND INCORPORATED AREAS.	

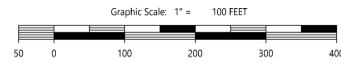


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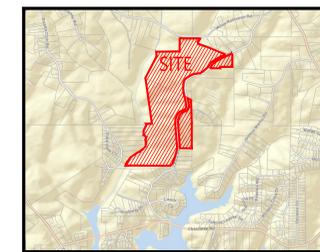


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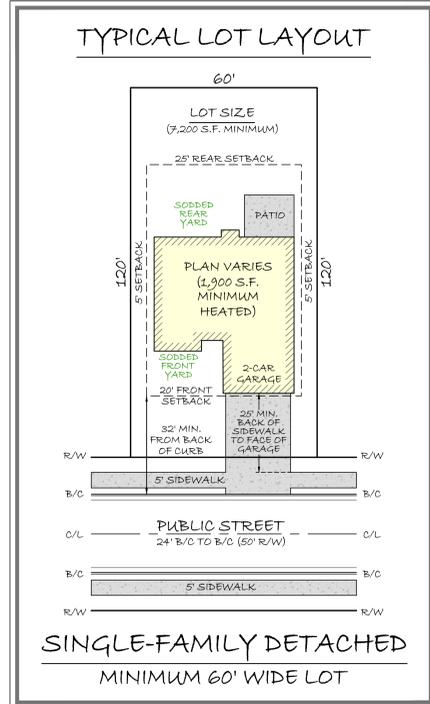
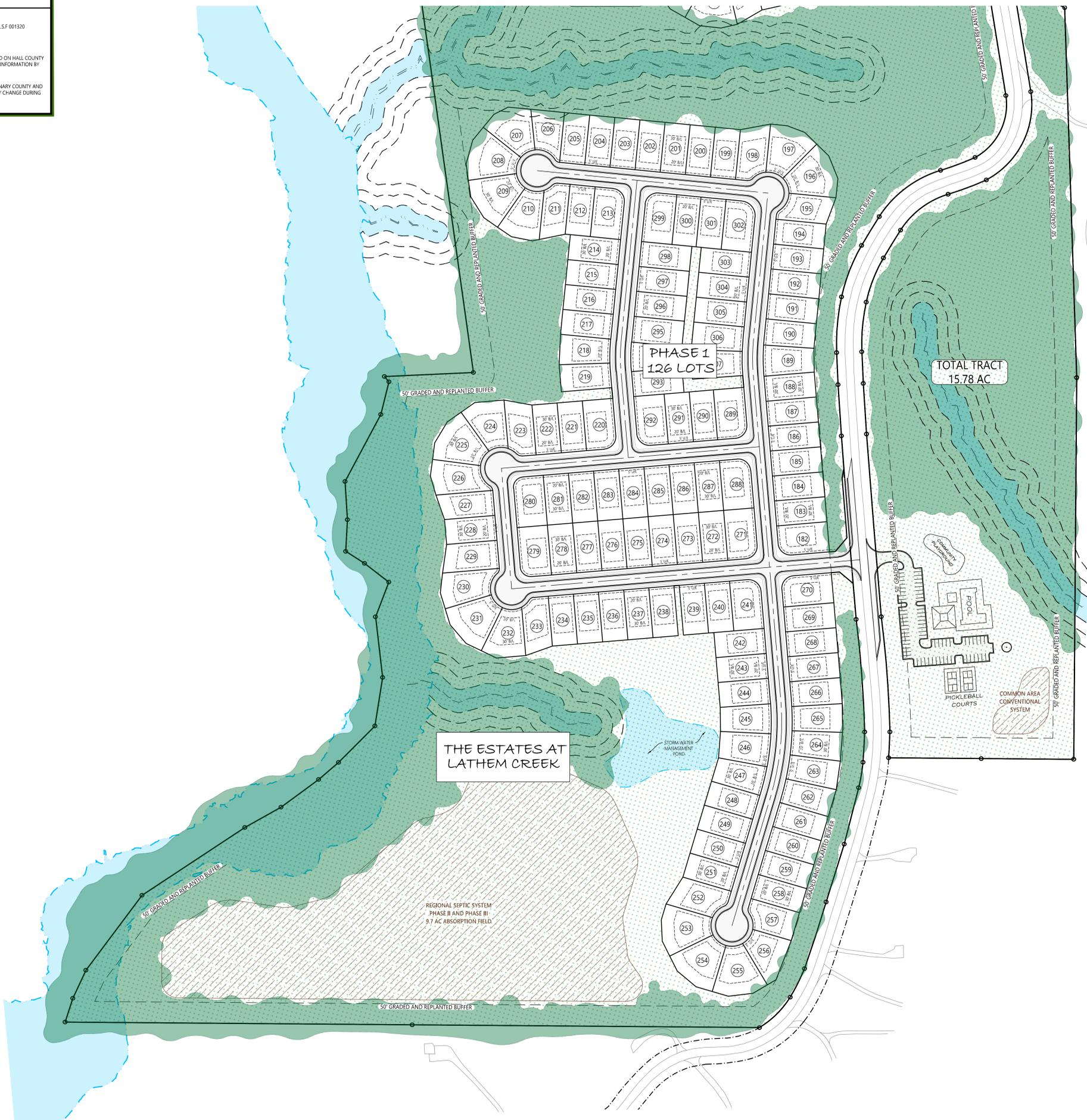
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 770.527.3450  
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LEVEL I CERTIFIED DESIGN  
 PROFESSIONAL NO. 000002698

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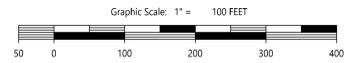


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TASK:  
 CONCEPT PLAN

KWB DESIGN	AS SHOWN SCALE
KWB DRAWN	3 of 3
CAN CHECKED	SHEET
09/22/23 DATE	22094 PROJECT No.



**GENERAL SURVEY NOTES**

- HORIZONTAL DATUM IS GEORGIA STATE PLANE WEST ZONE COORDINATE SYSTEM, NORTH AMERICAN VERTICAL DATUM OF 1983, (NAD 83).
- VERTICAL DATUM IS NORTH AMERICAN VERTICAL DATUM OF 1988, (NAVD 88).
- DATE OF FIELD SURVEY 4/27/21
- ALL DEED BOOK REFERENCES SHOWN HEREON ARE RECORDED IN THE CLERK OF SUPERIOR COURTS OFFICE IN THE GEORGIA COUNTY LISTED.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. SUBJECT AND ADJACENT PROPERTY OWNERS DEED REFERENCES WERE OBTAINED LOCAL AUTHORITY TAX RECORDS AND ARE NOT GUARANTEED AS TO THE ACCURACY OR COMPLETENESS.
- STRUCTURES VISIBLE ON THE DATE OF SURVEY ARE SHOWN HEREON. THERE MAY BE INTERIOR IMPROVEMENTS OR UTILITIES THAT ARE NOT SHOWN.
- THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AVAILABLE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
- THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCGA) 15-6-67 AS AMENDED BY THE HB 1004 (2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THOSE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF THE LAW PREVAIL.

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

- LEGEND**
- IPS = IRON PIN SET (1/2" REBAR)
  - IPF = IRON PIN FOUND
  - CMF = CONCRETE MONUMENT FOUND
  - OTF = OPEN TOP PIPE
  - BM = BENCHMARK
  - TBM = TEMPORARY BENCHMARK
  - CTP = CRIMP TOP PIPE
  - LL = LAND LOT LINE
  - N/F = NOW OR FORMERLY
  - E = PROPERTY LINE
  - B = BUILDING LINE
  - GMD = GEORGIA MILITIA DISTRICT
  - FB/PB = FLAT BOOK/PAGE
  - DB/PG = DEED BOOK/PAGE
  - C = CENTERLINE
  - R/W = RIGHT-OF-WAY
  - S.S.E. = SANITARY SEWER EASEMENT
  - D.E. = DRAINAGE EASEMENT
  - B.E. = BUFFER EASEMENT
  - U.E. = UTILITY EASEMENTS
  - MH = MANHOLE
  - CB = CATCH BASIN
  - JB = JUNCTION BOX
  - HW = HEADWALL
  - DI = DRAINAGE INLET
  - PP = POWER/UTILITY POLE
  - FH = FIRE HYDRANT
  - CV = WATER VALVE
  - INV. = INVERT ELEVATION
  - STA. = STATION
  - B/C = BACK OF CURB
  - EP = EDGE OF PAVEMENT
  - SS = SANITARY SEWER LINE
  - SS = STORM SEWER PIPE
  - W = WATER LINE
  - ELEV. = ELEVATION
  - CMF = CORRUGATED METAL PIPE
  - RCP = REINFORCED CONCRETE PIPE
  - DIP = DUCTILE IRON PIPE
  - PVC = POLYVINYLCHLORIDE PIPE
  - 910 = EXISTING CONTOUR ELEVATION
  - 9 = OVERHEAD POWER
  - T = OVERHEAD TELEPHONE
  - F = FENCE LINE
  - B = BRANCH/CREEK/STREAM CENTERLINE
  - T.B.R. = TO BE REMOVED

N/F THE H&N LAWSON LIMITED PARTNERSHIP  
D.B. 5562 PG. 399  
P.B. 41 PG. 42

N/F JOSEPH AND JAMIE ZAPPULLA  
D.B. 925 PG. 298  
P.B. 106 PG. 191

N/F DONALD BRUCE  
D.B. 1664 PG. 265  
P.S. 89 PG. 239A

N/F JEANNETTE SMITH  
D.B. 5848 PG. 635

N/F SANDRA & BRIAN KLEMMETSEN  
D.B. 4654 PG. 32-33  
P.B. 801 PG. 166A

N/F AUSTIN AKIN  
D.B. 7548 PG. 197  
P.S. 89 PG. 239A

P.O.B. N:1588731.60  
E:2368311.73

N/F TIMOTHY BRUCE  
D.B. 1664 PG. 265  
P.S. 89 PG. 240A

74.25 ACRES

125' POWER EASEMENT  
PER D.B. 149 P.G. 325

LEACH ROAD (60' R/W)  
PER D.B. 913 P.G. 277

CURVE TABLE					LINE TABLE		
CURVE #	LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH	LINE #	DIRECTION	LENGTH
C1	77.69'	718.02'	S66°27'32"W	77.66'	L1	S68°51'44.34"W	107.30'
C2	104.03'	711.78'	S63°15'07"W	103.94'	L2	S58°04'14.84"W	102.08'
C3	143.42'	9392.64'	S57°11'39"W	143.42'	L3	S30°42'50.14"W	49.12'
C4	53.05'	754.50'	S54°44'32"W	53.04'	L4	S49°32'39.90"W	182.55'
C5	103.57'	308.08'	S43°05'49"W	103.09'	L5	S85°04'14.45"W	50.73'
C6	58.30'	830.25'	S31°27'15"W	58.29'	L6	S87°25'57.06"W	49.15'
C7	91.86'	336.57'	S40°55'49"W	91.57'	L7	S60°25'04.10"W	105.96'
C8	103.83'	402.93'	S56°16'32"W	103.54'	L8	S7°02'09.41"W	59.38'
C9	21.69'	701.16'	S79°30'30"W	21.69'	L9	S4°36'43.09"W	49.41'
C10	118.34'	409.62'	S79°43'07"W	117.93'	L10	S2°17'30.23"E	104.59'
C11	119.01'	778.67'	S64°43'26"W	118.90'	L11	S12°57'45.95"E	154.06'
C12	116.70'	510.22'	S54°11'35"W	116.45'	L12	N89°37'12.63"E	200.29'
C13	68.31'	149.24'	S34°31'41"W	67.71'	L13	S89°21'28.42"E	102.45'
C14	115.54'	332.83'	S15°33'47"W	114.96'	L14	S88°45'29.01"E	102.50'
C15	110.25'	894.76'	S10°32'41"E	110.18'	L15	S87°59'48.12"E	49.79'
C16	122.75'	733.10'	S81°24'07"E	122.61'	L16	S15°42'34.87"W	29.18'
C17	67.24'	1513.79'	S87°28'17"E	67.23'	L17	S42°25'24.24"W	48.79'
C18	104.61'	2274.76'	S89°27'42"E	104.60'	L18	S37°16'21.26"W	41.04'
C19	49.60'	396.57'	N36°30'22"E	49.57'	L19	S47°28'33.84"W	34.83'
C20	54.74'	770.25'	N31°25'48"E	54.73'	L20	N30°42'50.14"E	51.00'
C21	83.40'	248.08'	N43°05'49"E	83.01'	L21	N58°04'14.84"E	101.32'
C22	48.84'	694.50'	N54°44'32"E	48.83'	L22	N68°51'44.34"E	106.07'
C23	142.28'	9332.64'	N57°11'36"E	142.27'	L23	N60°44'44.11"E	52.88'
C24	94.02'	651.78'	N63°14'32"E	93.94'	L24	N60°15'30.89"E	52.36'
C25	105.12'	729.11'	N65°36'59"E	105.03'			
C26	76.11'	1392.16'	N61°10'06"E	76.10'			

**SURVEYORS CERTIFICATION**

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.

SCOTT VAN WEBB PARKER R.L.S. #2611

*Scott Parker*



N/F FRED AND CAROLYN GOBER  
D.B. 3413 PG. 84  
P.B. 89 PG. 164-165

**SURVEYORS CERTIFICATE:**

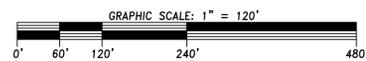
IT IS HEREBY CERTIFIED THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR PERSON UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR WILL BE SET; AN THAT THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN, AND TO THE BEST OF MY KNOWLEDGE THE RELEVANT REQUIREMENTS OF HALL COUNTY ZONING AND SUBDIVISION REGULATIONS HAVE BEEN FOLLOWED.

BY *Scott Parker* REGISTERED GEORGIA LAND SURVEYOR NO. 2611

**CLOSURE STATEMENT**

A TRIMBLE SS TOTAL STATION WAS USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT. THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 27,360 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE POINT, AND WAS ADJUSTED USING THE LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 307,620 FEET.



**PREPARED FOR:**

**SHADOW STONE PARTNERS L.L.C.**  
3120 FRONTAGE ROAD  
GAINESVILLE, GA 30504  
**24-HR. CONTACT:**  
**SCOTT PARKER**  
**(678) 207-1509**

PROJECT NAME:

**LEACH ROAD TRACT**

TASK:

**BOUNDARY SURVEY**

**PROJECT INFORMATION:**

Project Name	LEACH ROAD TRACT
Project Number	21-002
Project Address	LEACH ROAD
Land Lot No.(s)	33 AND 50
District	10th DISTRICT
County, State	HALL COUNTY, GEORGIA

**PLAN REVISION**

No.	DATE	DESCRIPTION
1		
2		
3		
4		



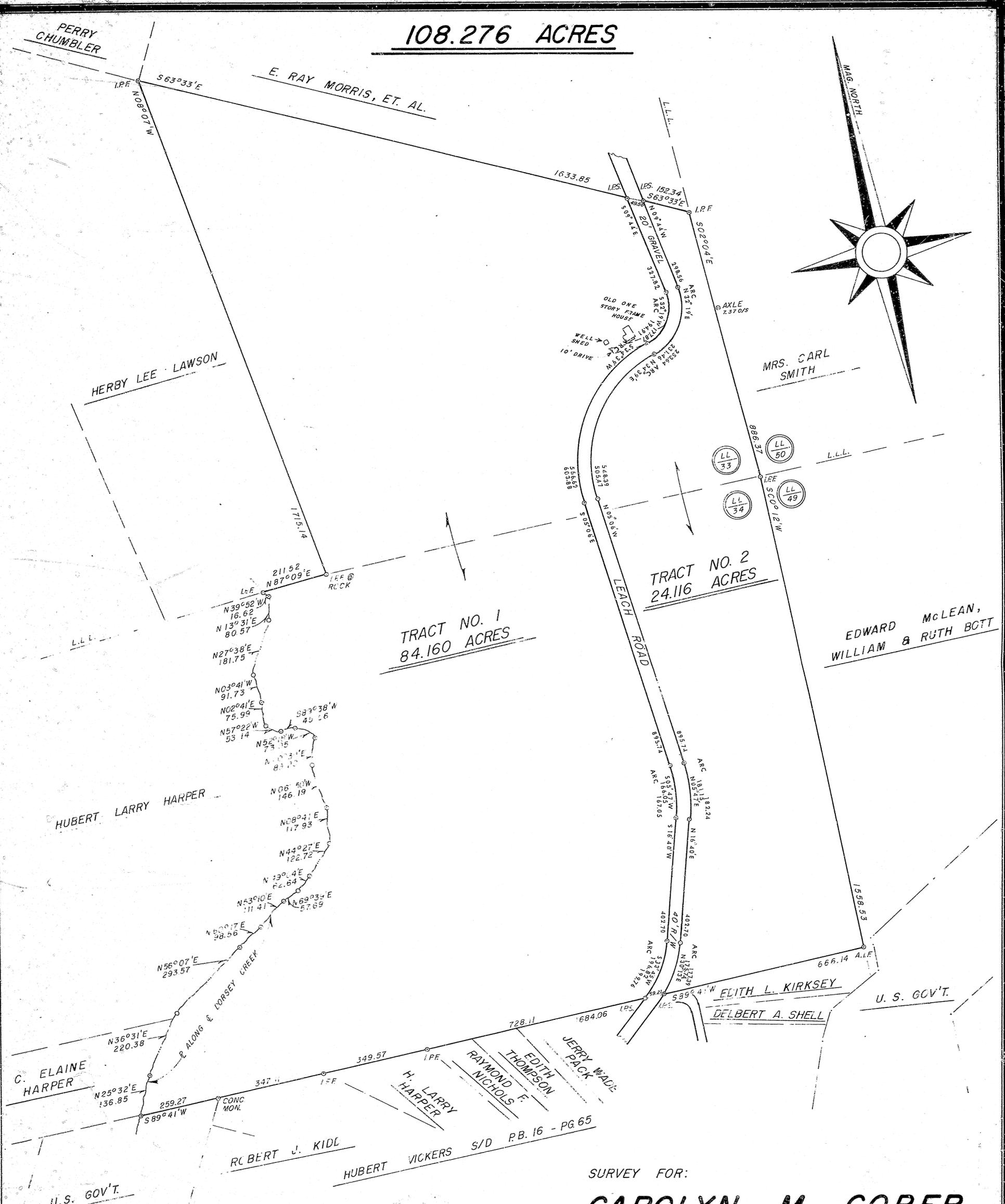
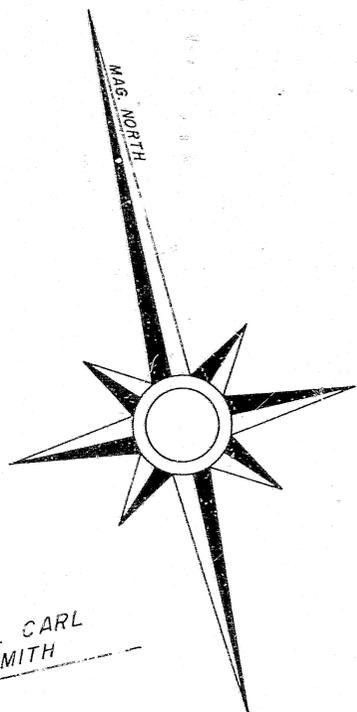
CONTACT:  
**SCOTT PARKER, R.L.S.**  
**(678) 267-7153**  
scott@thecookandcompany.com

SHEET

**1 of 1**

CDW DESIGN	AS SHOWN SCALE
4/30/21 DATE	21-002 PROJECT No.

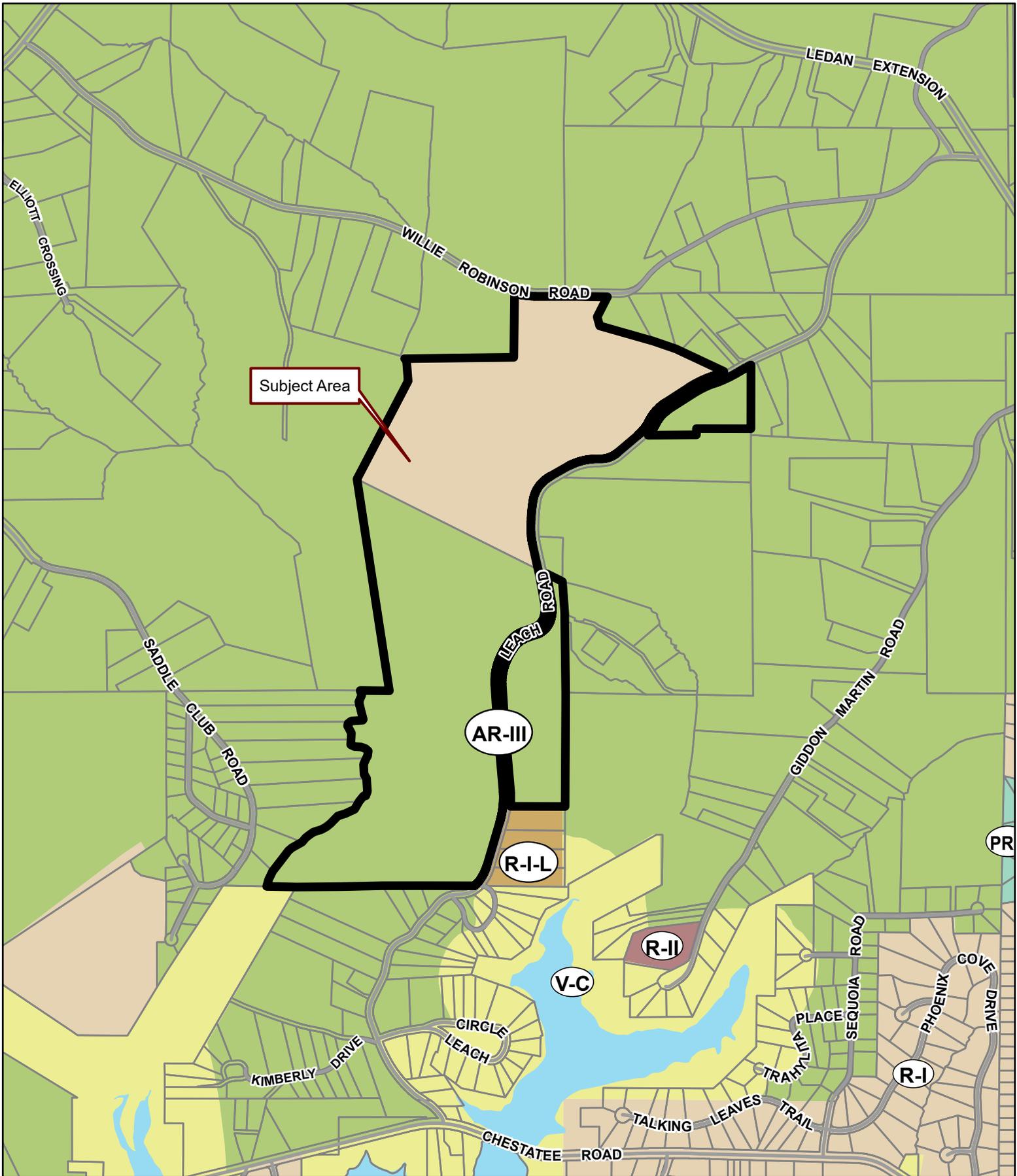
**108.276 ACRES**



THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS AN ANGULAR ERROR OF  $41.2''$  PER ANGLE POINT, AND A CLOSURE OF ONE FOOT IN 5,199 FEET, AND WAS ADJUSTED USING THE GRANDALL RULE. THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN  $41,742$  FEET.

SURVEY FOR:  
**CAROLYN M. GOBER**  
 LAND LOTS 33 & 34 — 10<sup>th</sup> DIST.  
 HALL COUNTY, GEORGIA  
 FEB. 7, 1979 — SCALE 1" = 200'  
 REVISED MAY 3, 1983

Recorded July 28, 1983 — H. Grady Watson, Clerk



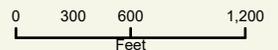
**Applicant:** SHADOW STONE PARTNERS, LLC

**Tax Parcel #:** 10033 000001 & 10050 000008

**Location:** 3955 & 4035 LEACH ROAD, GAINESVILLE, GA 30506

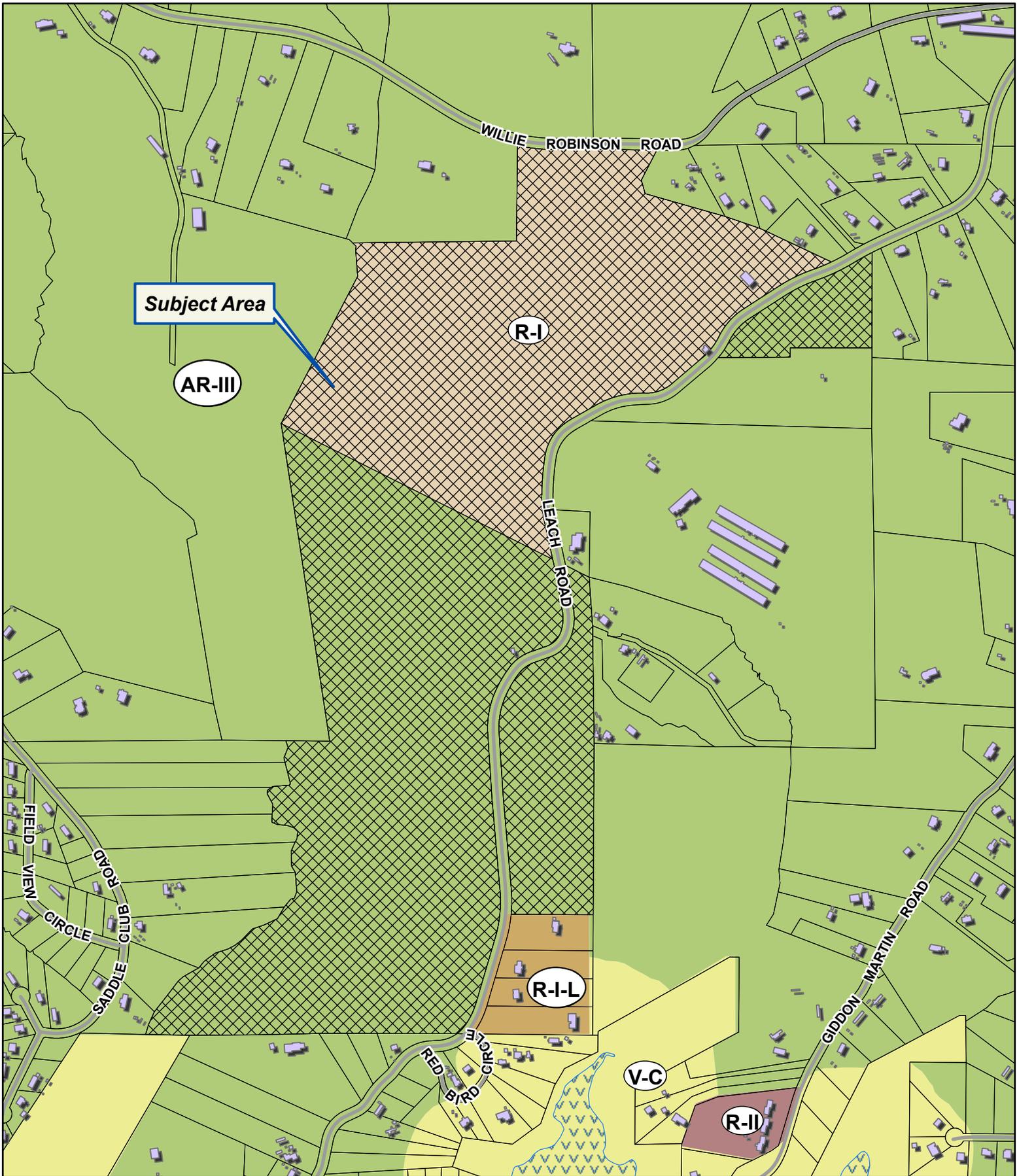
**Commission District 2**

**PC Mtg. Date: 11/20/23**



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





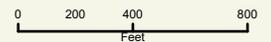
**Applicant:** SHADOW STONE PARTNERS, LLC

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**Commission District 2**

**PC Mtg. Date: 11/20/23**



- Zoning Boundary
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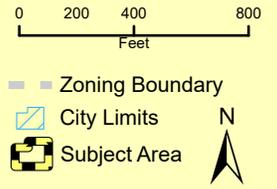


**Applicant:** SHADOW STONE PARTNERS, LLC

**Tax Parcel #:** 10033 000001 & 10050 000008

**Location:** 3955 & 4035 LEACH ROAD, GAINESVILLE, GA 30506

**Commission District 2      PC Mtg. Date: 11/20/23**



# TRAFFIC IMPACT STUDY

FOR

LEACH ROAD ASSEMBLAGE

HALL COUNTY, GA

Prepared By:



2470 Sandy Plains Road  
Marietta, GA 30066

August 29, 2023

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- Appendix D: Synchro Reports
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## 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

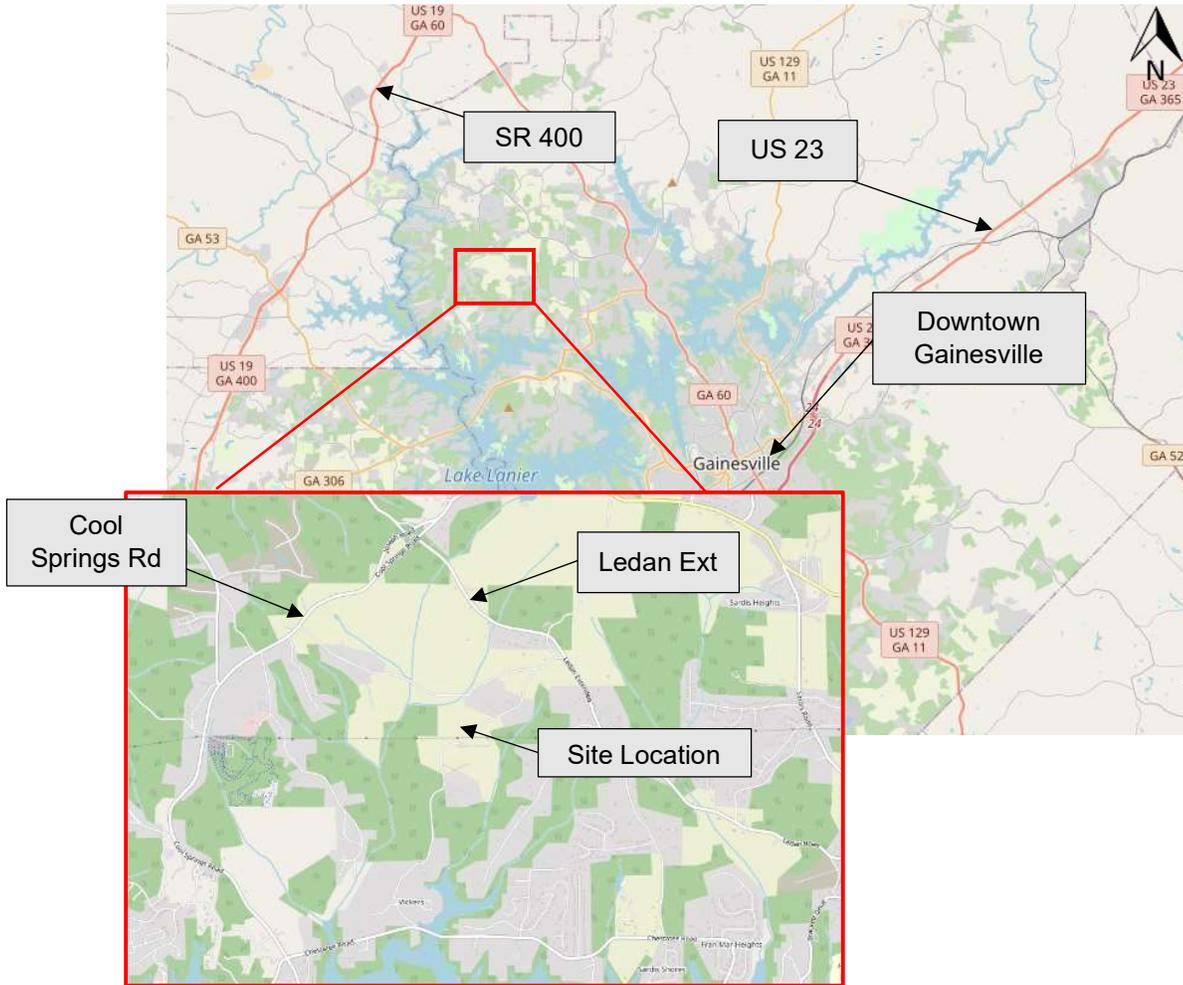
- Driveway C should be two lanes, one entry and one exit lane.
- Driveway C should be full access and stop sign controlled.
- Provide a northbound left-turn lane on Leach Road.
- Provide a southbound right turn-lane on Leach Road.

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.



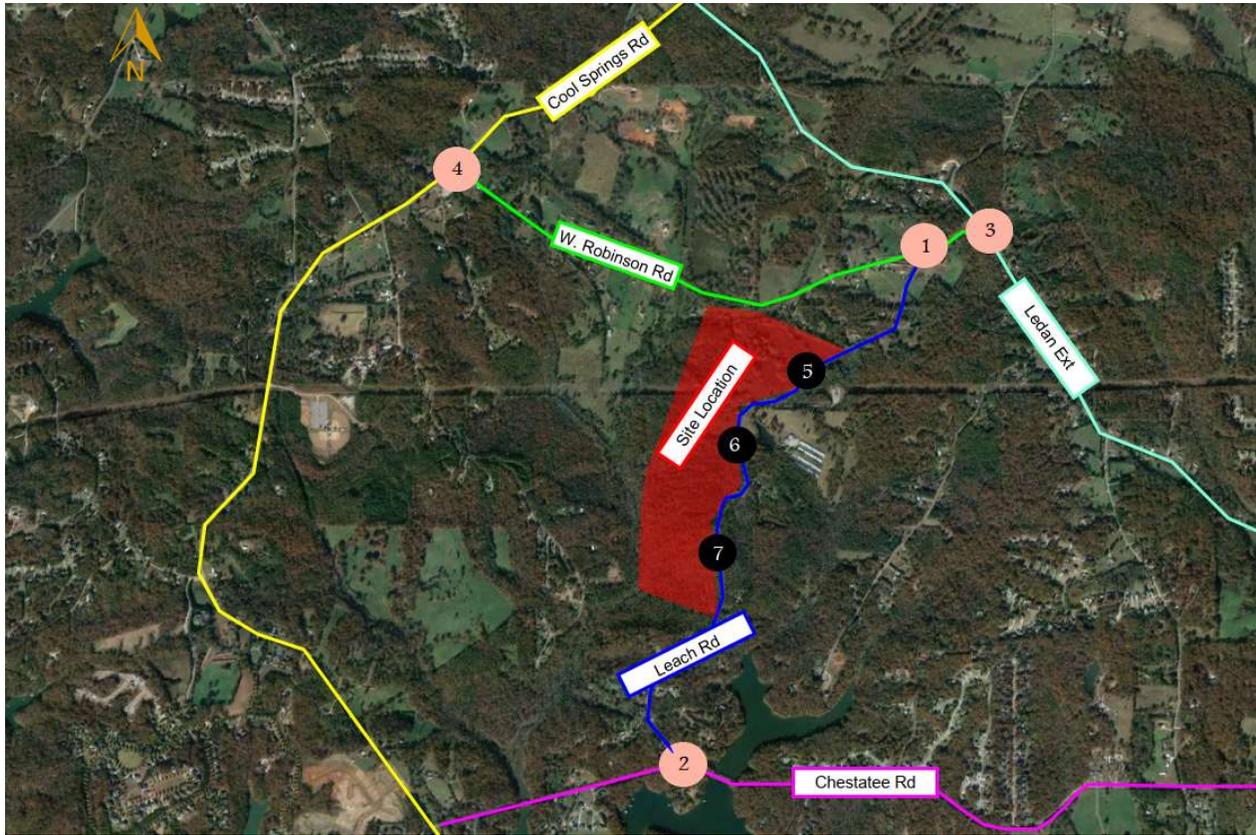


Figure 2 Aerial of Study Area

**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		Total
	Northbound/ Eastbound	Southbound /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	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%
<b>5 - Year and 10 - Year Average</b>		<b>2.3%</b>	<b>2.9%</b>
<b>Average Growth Rate</b>		<b>2.6%</b>	

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						
	2020-2025	2025-2030	2030-2035	2035-2040	2040-2045	2045-2050	Average
Hall County	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						
	2020-2030		2030-2040		2040-2050		Average
Hall County	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	2010 Census	2020 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<sup>th</sup> 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	≤10
B	>10 and ≤15
C	>15 and ≤25
D	>25 and ≤35
E	>35 and ≤50
F	>50

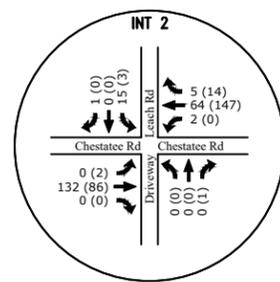
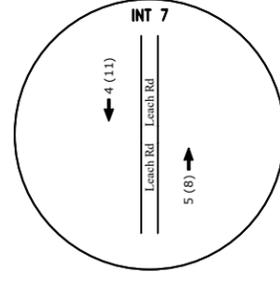
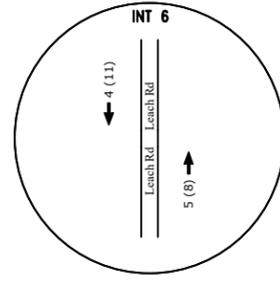
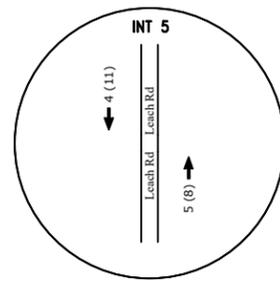
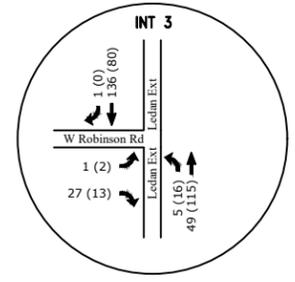
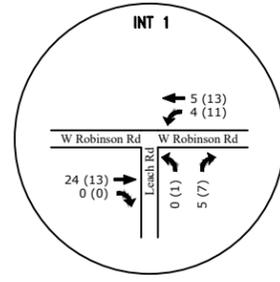
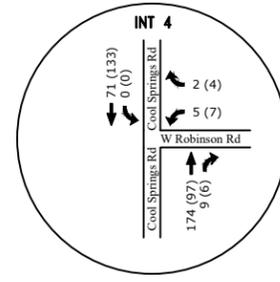
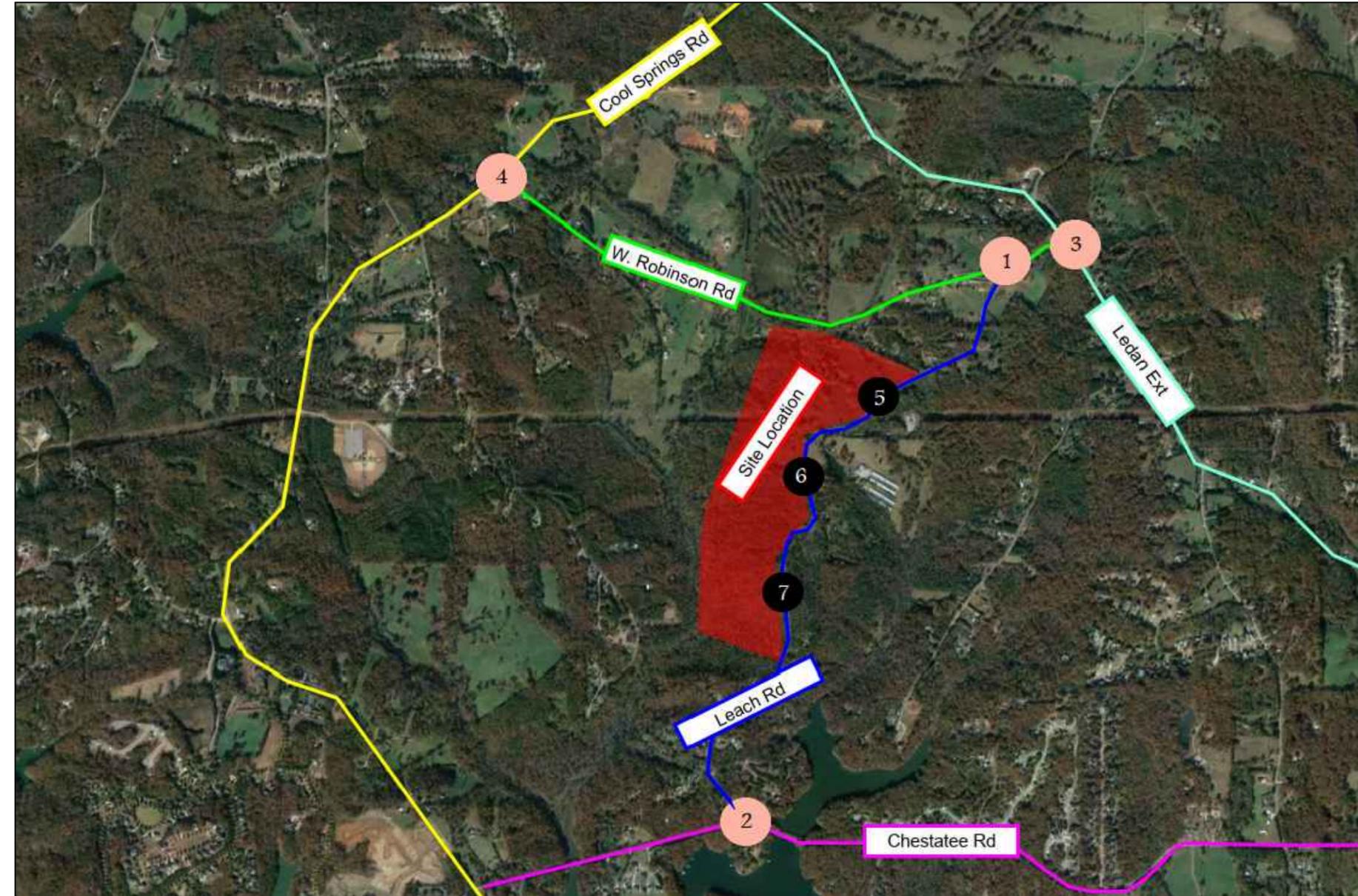
### Existing Level of Service

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 1700-1800 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 Stop-Control	NB	9 (A)	9 (A)
Leach Road at Chestatee Road	Minor-Street Stop-Control	NB	0 (A)	8 (A)
		SB	10 (B)	10 (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	9 (A)	9 (A)





Legend: AM (PM)

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FIGURE 3



EXISTING (2023)  
PEAK HOUR  
VOLUMES

REVISION DATES	

DATE:	
<b>LEACH ROAD DEVELOPMENT</b>	
SHEET NO.	

## 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

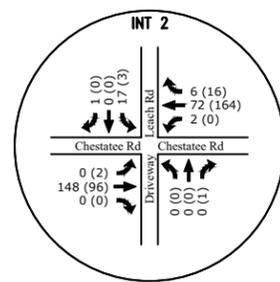
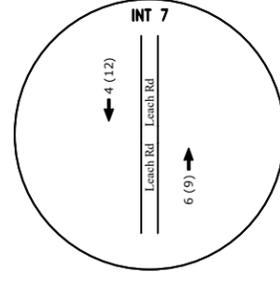
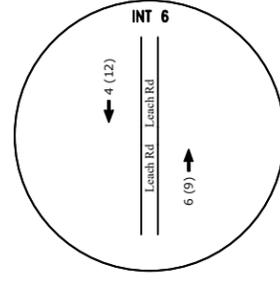
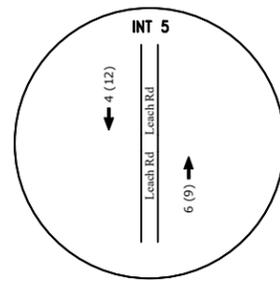
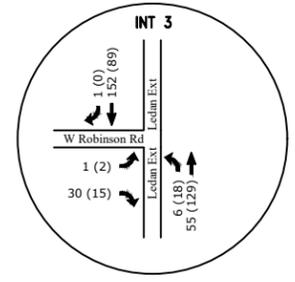
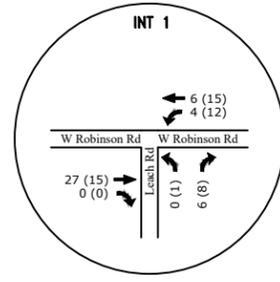
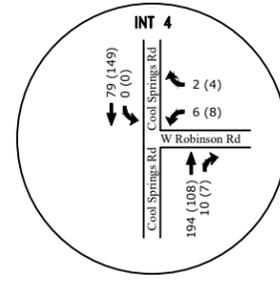
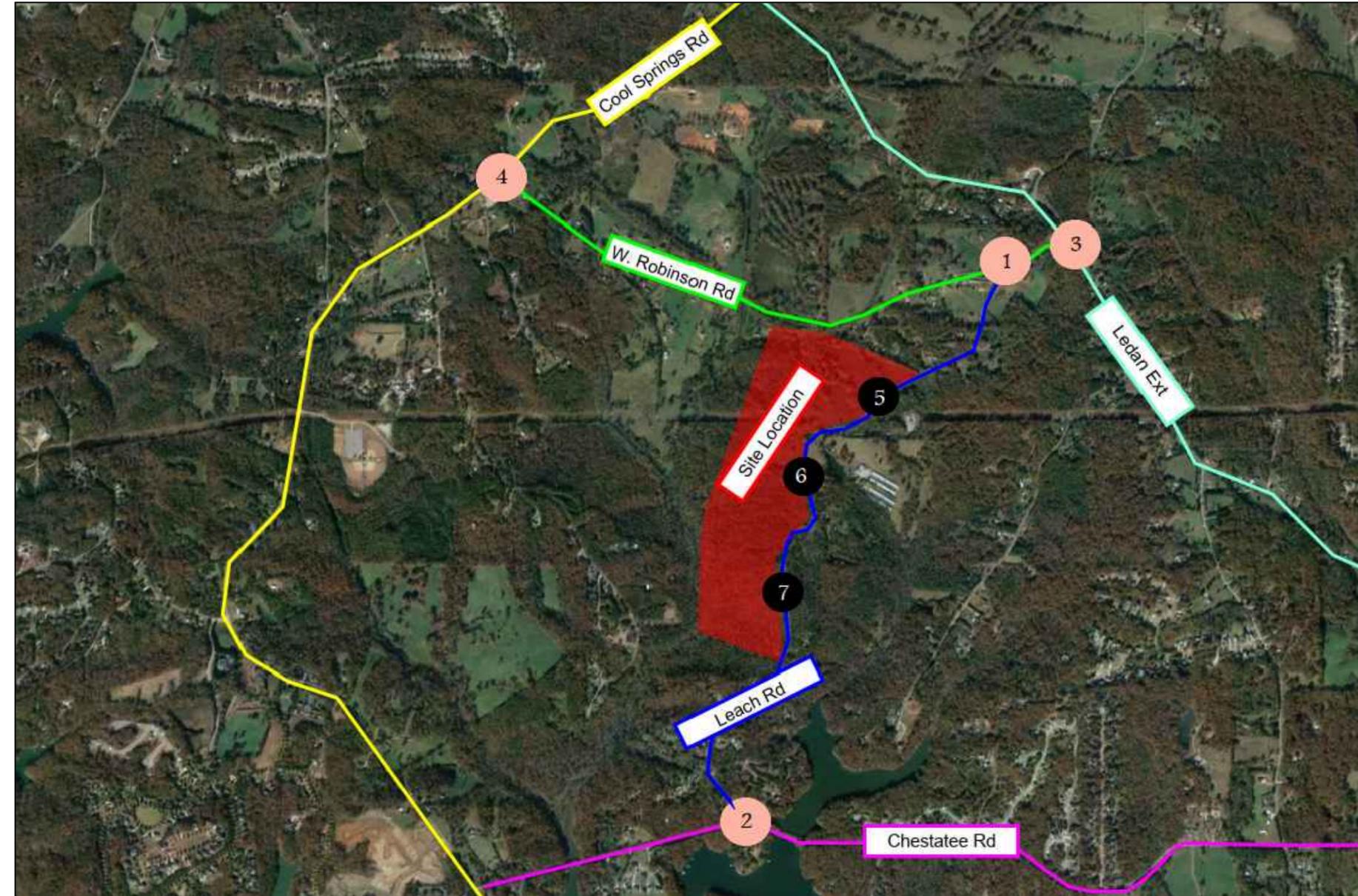
The future background traffic volumes (2030) were calculated by applying the annual exponential growth rate over seven years to the existing background traffic volumes (2023). Future background traffic volumes are shown in **Figure 4**.

### 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)





Legend: AM (PM)

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FIGURE 4



NO-BUILD (2024)  
PEAK HOUR  
VOLUMES

REVISION DATES	

DATE:

LEACH ROAD  
DEVELOPMENT

SHEET NO.

## 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)	307 Units	1,416	1,416	2,832	52	155	207	180	105	285

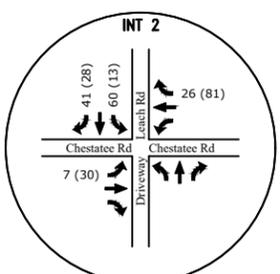
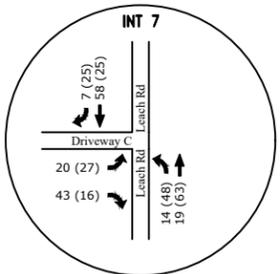
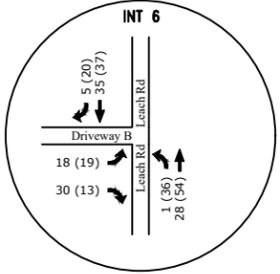
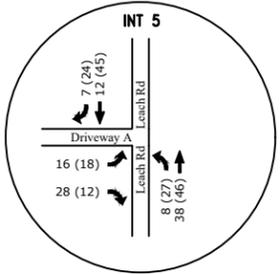
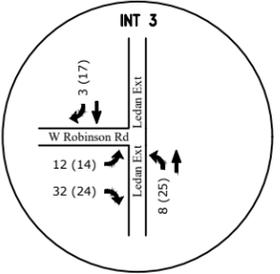
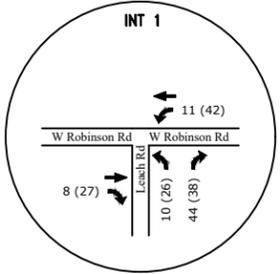
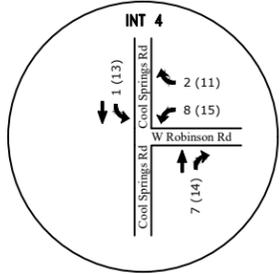
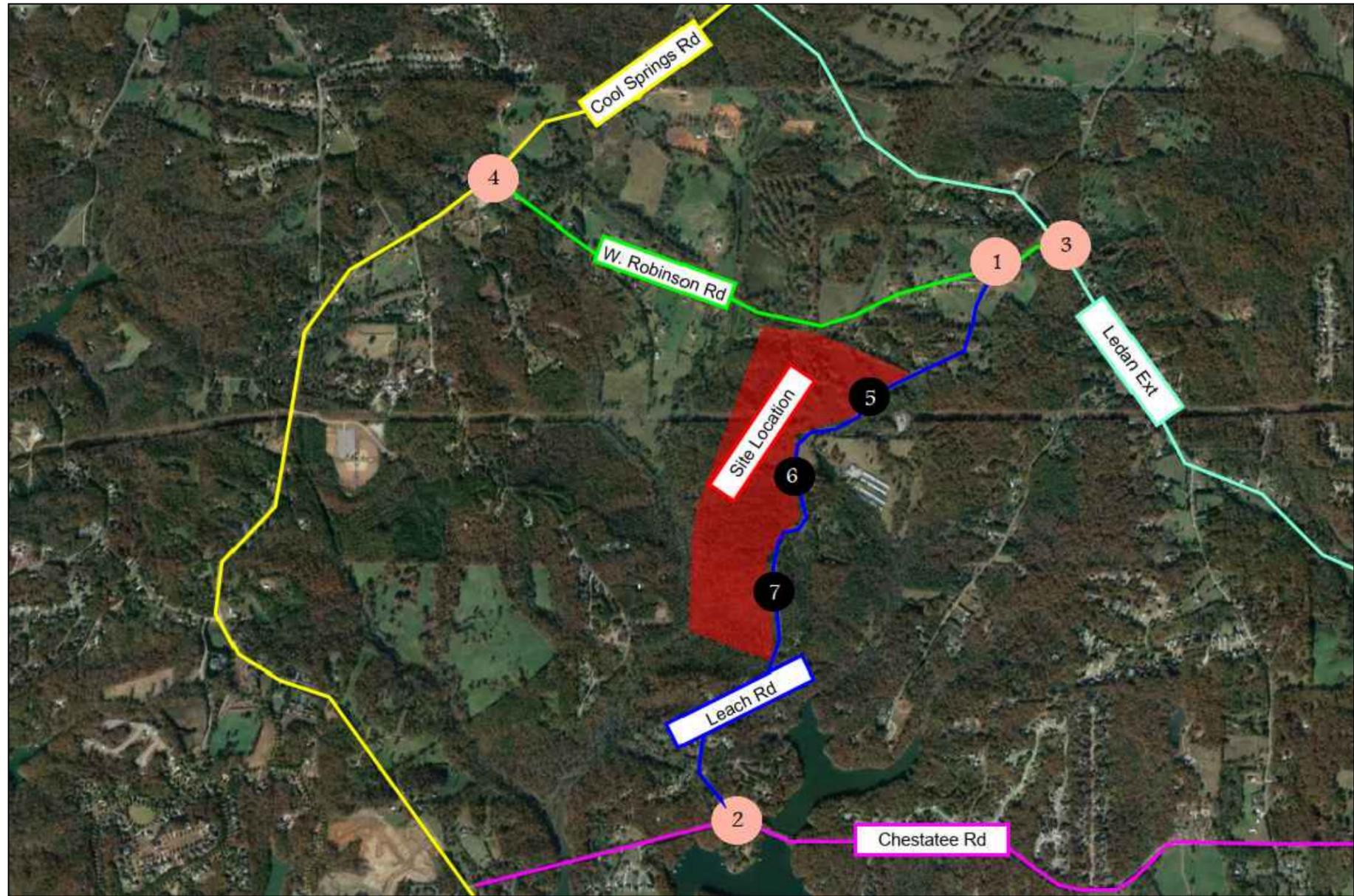
The generated trips were divided by pod to reflect the number of homes accessed by each driveway. The pods and driveways are labeled in the site plan attached in **Appendix A**. The trip generation by pod is shown in **Table 9**.

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**.





Legend: AM (PM)

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FIGURE 5



DEVELOPMENT  
PEAK HOUR TRIPS

REVISION DATES	

DATE:

LEACH ROAD  
DEVELOPMENT

SHEET NO.

### 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	
	ADT		ADT	
	< 6,000	≥ 6,000	< 10,000	≥ 10,000
35 MPH or Less	300 LTV a day	200 LTV a day	400 LTV a day	300 LTV a day
40 to 50 MPH	250 LTV a day	175 LTV a day	325 LTV a day	250 LTV a day
≥ 55 MPH	200 LTV a day	150 LTV a day	250 LTV a day	200 LTV a day

Per the GDOT manual, a right-turn lane is warranted at an intersection approach if the daily right-turn volume meets or exceeds the values as shown in **Table 11**.

Table 11: Right-Turn Lane Requirements				
Posted Speed	2 Lane Routes		More than 2 Lanes on Main Road	
	ADT		ADT	
	< 6,000	≥6,000	<10,000	≥10,000
35 MPH or Less	200 RTV a day	100 RTV a day	200 RTV a day	100 RTV a day
40 to 50 MPH	150 RTV a day	75 RTV a day	150 RTV a day	75 RTV a day
55 to 60 MPH	100 RTV a day	50 RTV a day	100 RTV a day	50 RTV a day
≥65 MPH	Always	Always	Always	Always

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**.

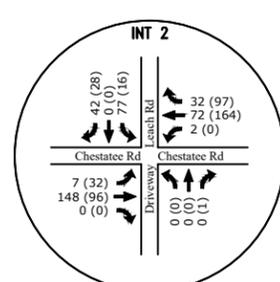
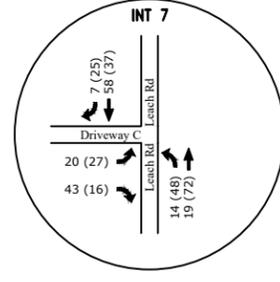
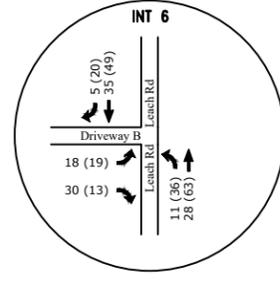
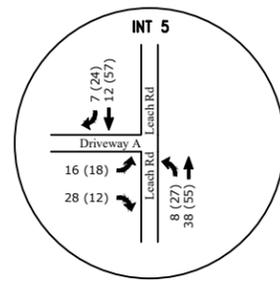
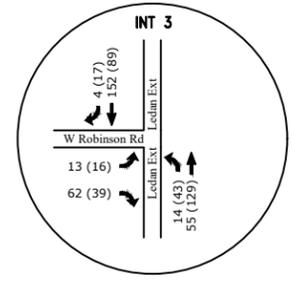
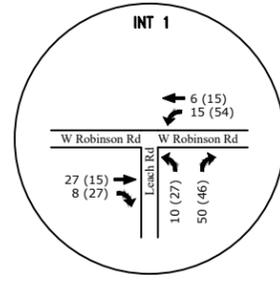
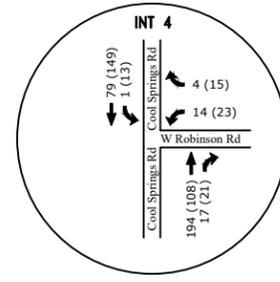
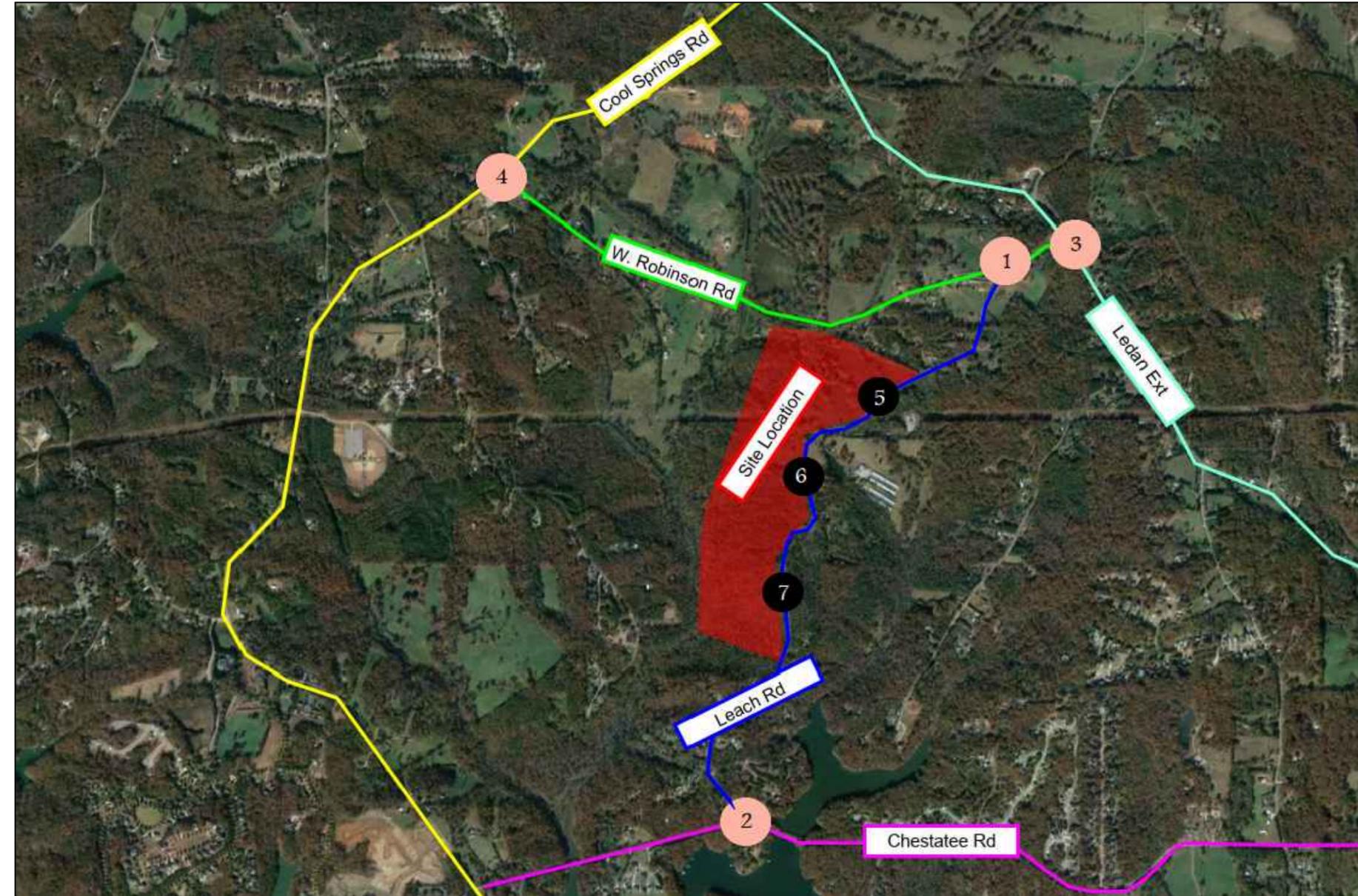
Table 13: Future Build Level of Service				
Intersection	Control Type	Approach	Delay (LOS)	
			AM	PM
Leach Road at Willie Robinson Road	Minor-Street Stop-Control	NB	9 (A)	9 (A)
Leach Road at Chestatee Road	Minor-Street Stop-Control	NB	0 (A)	9 (A)
		SB	11 (B)	11 (B)
Willie Robinson Road at Ledan Extension	Minor-Street Stop-Control	EB	9 (A)	9 (A)
Willie Robinson Road at Cool Springs Road	Minor-Street Stop-Control	WB	10 (B)	10 (B)
Leach Road at Driveway A	Minor-Street Stop-Control	EB	9 (A)	9 (A)
Leach Road at Driveway B	Minor-Street Stop-Control	EB	9 (A)	9 (A)
Leach Road at Driveway C	Minor-Street Stop-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 Chestatee Road	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)





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FIGURE 6



BUILD (2024) PEAK HOUR VOLUMES

REVISION DATES	

DATE:

LEACH ROAD DEVELOPMENT

SHEET NO.

## 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-turn 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**

**GENERAL NOTES**

BOUNDARY PROVIDED BY:  
 COOK AND COMPANY SERVICES LLC, L.S.F. 081320  
 3120 FRONTAGE ROAD  
 GAINESVILLE, GA 30504

TOPOGRAPHICAL INFORMATION SHOWN HEREON IS BASED ON HALL COUNTY COUNTY GIS PARCEL INFORMATION WITH SUPPLEMENTAL INFORMATION BY COOK AND COMPANY SERVICES LLC.

THIS PLAN IS CONCEPTUAL IN NATURE BASED ON PRELIMINARY COUNTY AND DEVELOPMENT INFORMATION AND RESEARCH. PLAN MAY CHANGE DURING PERMITTING AND GOVERNMENT APPROVAL PROCESS.



**SITE INFORMATION**

PROPERTY ADDRESS: 4035 LEACH ROAD  
 GAINESVILLE, GEORGIA 30504

PROPERTY AREA:  
 TRACT 1: 102.80 ACRES  
 TRACT 2: 3.86 ACRES  
 TRACT 3: 15.78 ACRES  
 TOTAL SITE AREA: 124.44 ACRES

PROPOSED ZONING: PFD (PLANNED RESIDENTIAL DEVELOPMENT)

PROPOSED RESIDENTIAL LOTS:  
 TYPICAL LOT SIZE: 80' x 100' (7,200 S.F.)

PHASE I: 87 LOTS  
 PHASE II: 96 LOTS  
 PHASE III: 125 LOTS  
 TOTAL: 307 LOTS

PROPOSED SETBACKS:  
 FRONT: 25 FEET  
 SIDE: 15 FEET  
 REAR: 80 FEET

PROPOSED SITE DENSITY: 307 LOTS / 124.44 ACRES  
 1.76 LOTS / ACRE

MAXIMUM BUILDING HEIGHT: 30 FEET

THIS PROPERTY IS MOST LOCATED WITH A DESIGNATED FLOOD HAZARD AREA PER FEMA FIRM PANEL NO. 13050C024E DATED 09/20/2016 FOR HALL COUNTY COUNTY, GEORGIA AND INCORPORATED AREAS.

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 Grayson, Georgia 30017  
 770.527.3450  
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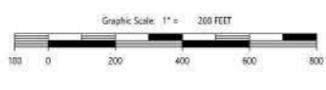
PREPARED FOR:  
 SHADOW STONE PARTNERS, LLC  
 3120 FRONTAGE ROAD  
 GAINESVILLE, GA 30504  
 24-HOUR CONTACT  
 GEOFF COOK  
 (678) 267-7153

PROJECT NAME:  
 LEACH ROAD ASSEMBLAGE  
 PLANNED RESIDENTIAL DEVELOPMENT  
 4035 LEACH ROAD  
 PARCEL 100-50-000008  
 GAINESVILLE, GA 30506

TASK:  
**MASTER PLAN**

**OWNER / DEVELOPER:**  
 SHADOW STONE PARTNERS, LLC  
 3120 FRONTAGE ROAD  
 GAINESVILLE, GA 30504  
 24 HR. CONTACT  
 GEOFF COOK  
 (678) 267-7153  
 gcco@cook-residential.com

**DESIGNER / ENGINEER:**  
 ACUMINIS CONSULTING GROUP, LLC  
 CONTACT:  
 ALEX NASH, P.E.  
 (770) 527-3450  
 anash@acuminisconsulting.com



KWB DESIGN	AS SHOWN SCALE
KWB DRAWN	1 of 3
CAN CHECKED	SHEET
10/18/22 DATE	22094 PROJECT No.

**GENERAL NOTES**

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 COOK AND COMPANY SERVICES LLC, L.S.F. 081320  
 3120 FRONTAGE ROAD  
 GAINESVILLE, GA 30504

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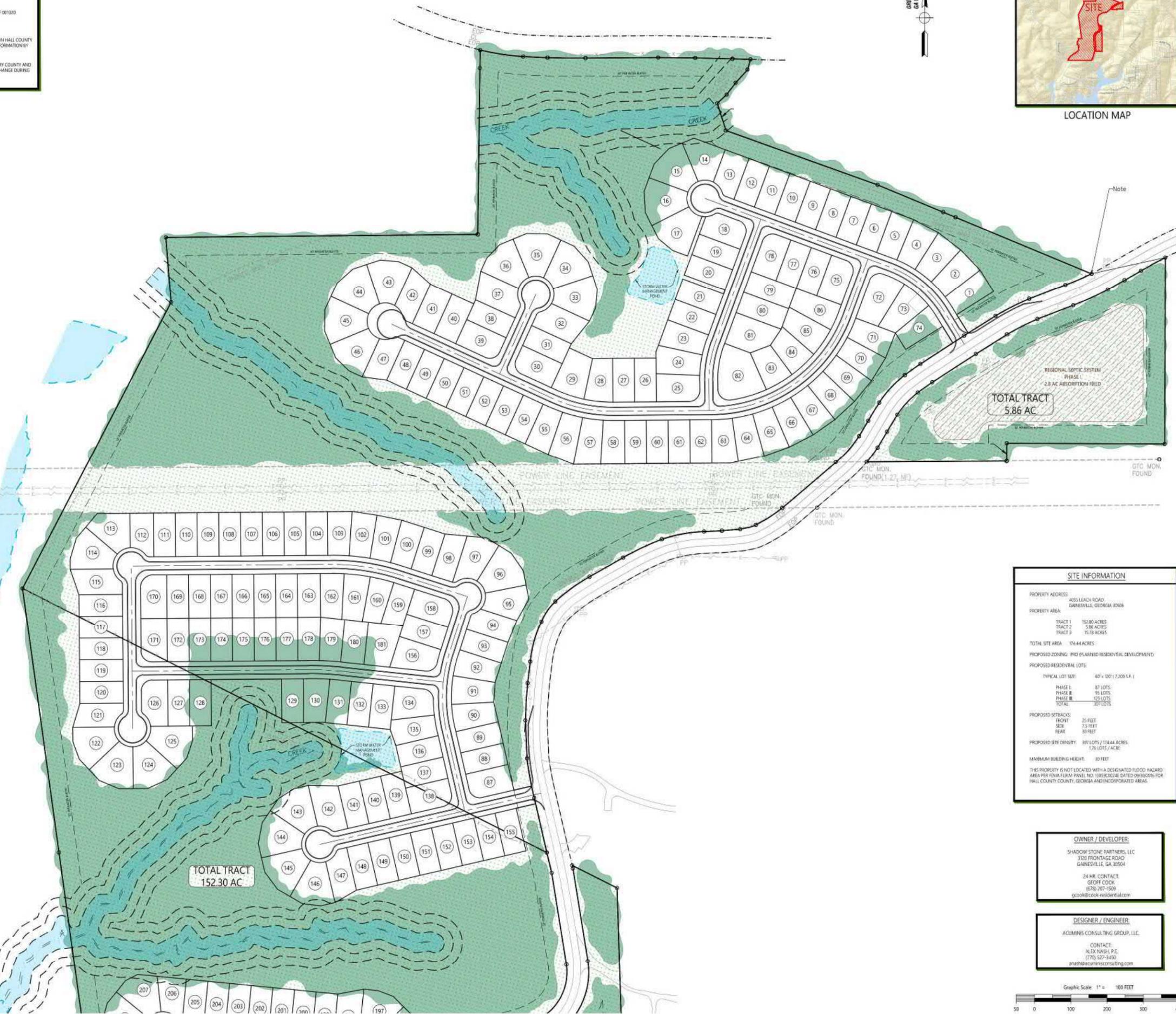


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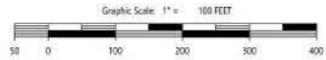
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PROPERTY AREA:	TRACT 1 150.80 ACRES TRACT 2 5.86 ACRES TRACT 3 15.38 ACRES
TOTAL SITE AREA:	174.44 ACRES
PROPOSED ZONING:	PRD (PLANNED RESIDENTIAL DEVELOPMENT)
PROPOSED RESIDENTIAL LOTS:	TYPICAL LOT SIZE: 40' x 100' (3,000 S.F.)
	PHASE I 87 LOTS PHASE II 95 LOTS PHASE III 125 LOTS TOTAL 307 LOTS
PROPOSED SPACINGS:	FRONT 25 FEET SIDE 7.5 FEET REAR 30 FEET
PROPOSED SITE DENSITY:	307 LOTS / 174.44 ACRES 1.76 LOTS / ACRE
MAXIMUM BUILDING HEIGHT:	30 FEET
THIS PROPERTY IS NOT LOCATED WITH A DESIGNATED FLOOD HAZARD AREA PER FEMA FIRM PANEL NO. 130583024E DATED 09/30/2016 FOR HALL COUNTY, GEORGIA AND INCORPORATED AREAS.	

**OWNER / DEVELOPER:**  
 SHADOW STONE PARTNERS, LLC  
 3120 FRONTAGE ROAD  
 GAINESVILLE, GA 30504

24 HR. CONTACT:  
 GEOFF COOK  
 (678) 267-7159  
 gcco@cook-residential.com

**DESIGNER / ENGINEER:**  
 ACUMINIS CONSULTING GROUP, LLC.

CONTACT:  
 ALEX NASH, P.E.  
 (770) 527-3450  
 anash@acuminisconsulting.com



**PREPARED FOR:**  
 SHADOW STONE PARTNERS, LLC  
 3120 FRONTAGE ROAD  
 GAINESVILLE, GA 30504

24-HOUR CONTACT:  
 GEOFF COOK  
 (678) 267-7153

**PROJECT NAME:**  
 LEACH ROAD ASSEMBLAGE  
 PLANNED RESIDENTIAL DEVELOPMENT

4035 LEACH ROAD  
 PARCEL 100-50-000008  
 GAINESVILLE, GA 30506

**TASK:**  
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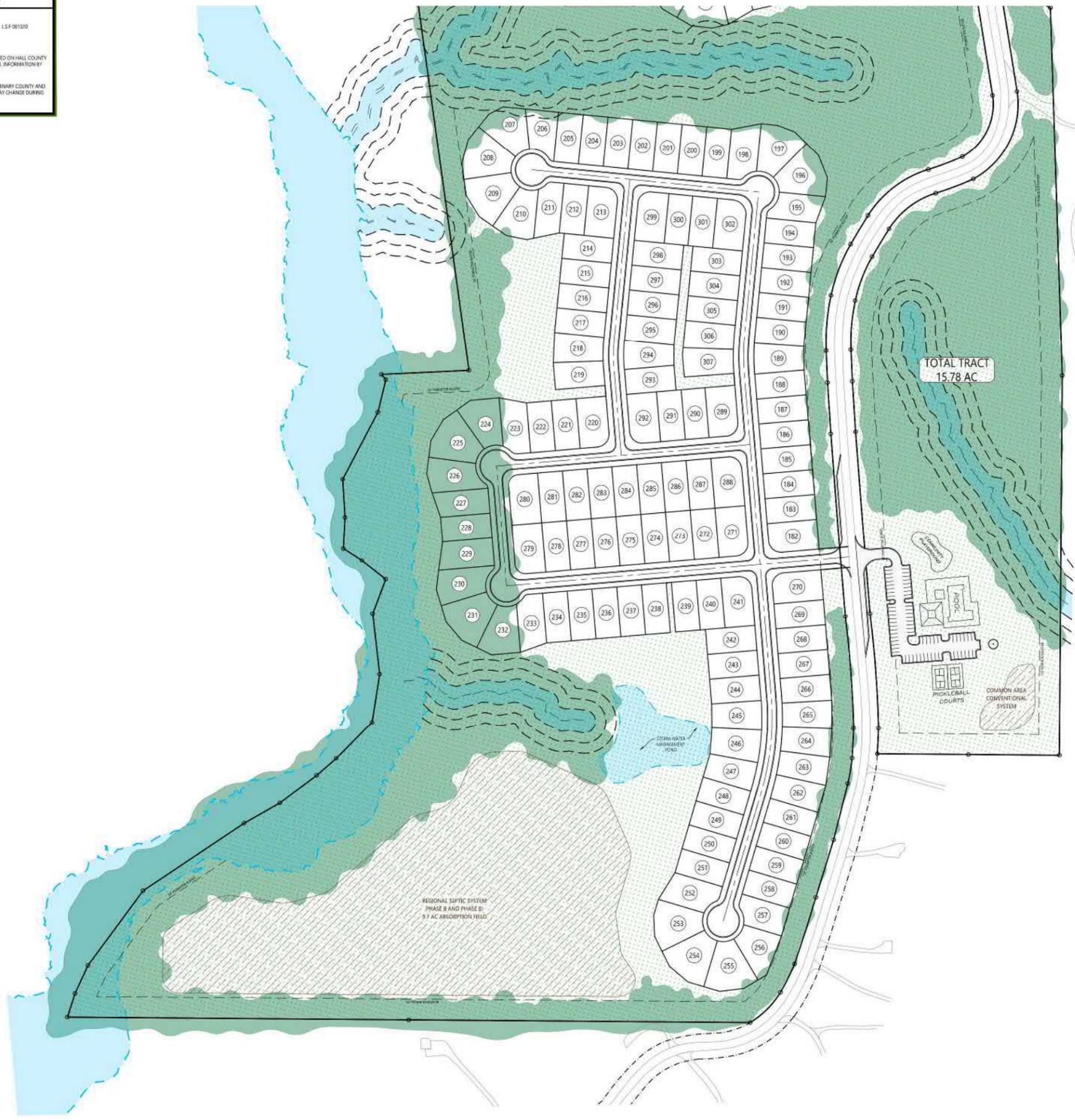
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 DATE PROJECT No.

**GENERAL NOTES**

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**SITE INFORMATION**

PROPERTY ADDRESS: 4035 LEACH ROAD  
 GAINESVILLE, GEORGIA 30506

PROPERTY AREA:  
 TRACT 1: 10.280 ACRES  
 TRACT 2: 3.86 ACRES  
 TRACT 3: 15.78 ACRES

TOTAL SITE AREA: 19.44 ACRES

PROPOSED ZONING: PRD-PLANNED RESIDENTIAL DEVELOPMENT

PROPOSED RESIDENTIAL LOTS:  
 TYPICAL LOT SIZE: 60' x 100' (7,000 S.F.)

PHASE I: 87 LOTS  
 PHASE II: 95 LOTS  
 PHASE III: 125 LOTS  
 TOTAL: 307 LOTS

PROPOSED SETBACKS:  
 FRONT: 20 FEET  
 SIDE: 15 FEET  
 REAR: 30 FEET

PROPOSED SITE DENSITY: 307 LOTS / 19.44 ACRES  
 1.576 LOTS / ACRE

MAXIMUM BUILDING HEIGHT: 30 FEET

THIS PROPERTY IS NOT LOCATED WITH A DESIGNATED FLOOD HAZARD AREA PER FEMA FIRM PANEL NO. 19059C002AL DATED 09/30/2016 FOR HALL COUNTY, GEORGIA AND INCORPORATED AREAS.

**acuminis consulting group**

PO Box 1074  
 Grayson, Georgia 30017  
 770.527.3450  
 www.acuminisconsulting.com

LEVEL II CERTIFIED DESIGN PROFESSIONAL NO. 00002998

No.	REVISION	DATE
1		
2		
3		
4		
5		
6		
7		
8		10/18/22

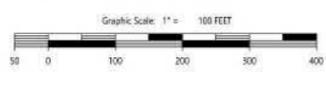
PREPARED FOR:  
**SHADOW STONE PARTNERS, LLC**  
 3120 FRONTAGE ROAD  
 GAINESVILLE, GA 30504  
 24-HOUR CONTACT  
 GEOFF COOK  
 (678) 267-7153

PROJECT NAME:  
**LEACH ROAD ASSEMBLAGE  
 PLANNED RESIDENTIAL DEVELOPMENT**  
 4035 LEACH ROAD  
 PARCEL 100-50-000008  
 GAINESVILLE, GA 30506

TASK:  
**CONCEPT PLAN**

**OWNER / DEVELOPER:**  
 SHADOW STONE PARTNERS, LLC  
 3120 FRONTAGE ROAD  
 GAINESVILLE, GA 30504  
 24 HR. CONTACT  
 GEOFF COOK  
 (678) 267-7159  
 gcco@shadowstone.com

**DESIGNER / ENGINEER:**  
 ACUMINIS CONSULTING GROUP, LLC  
 CONTACT:  
 ALEX NASH, P.E.  
 (770) 527-3450  
 anash@acuminisconsulting.com



KWB DESIGN	AS SHOWN SCALE
KWB DRAWN	3 of 3
CAN CHECKED	SHEET
10/18/22 DATE	22094 PROJECT No.

**Appendix B**  
**Traffic Counts Summary Sheets**

**Turning Movement Counts**  
**Willie Robinson Road at Leach Road**



[Click here for Map](#)

### Peak Hour Turning Movement Count

Gainesville, GA



www.marrtraffic.com



Tuesday, August 15, 2023	
Period	0600 - 0800
Peak Hour	0700 - 0800

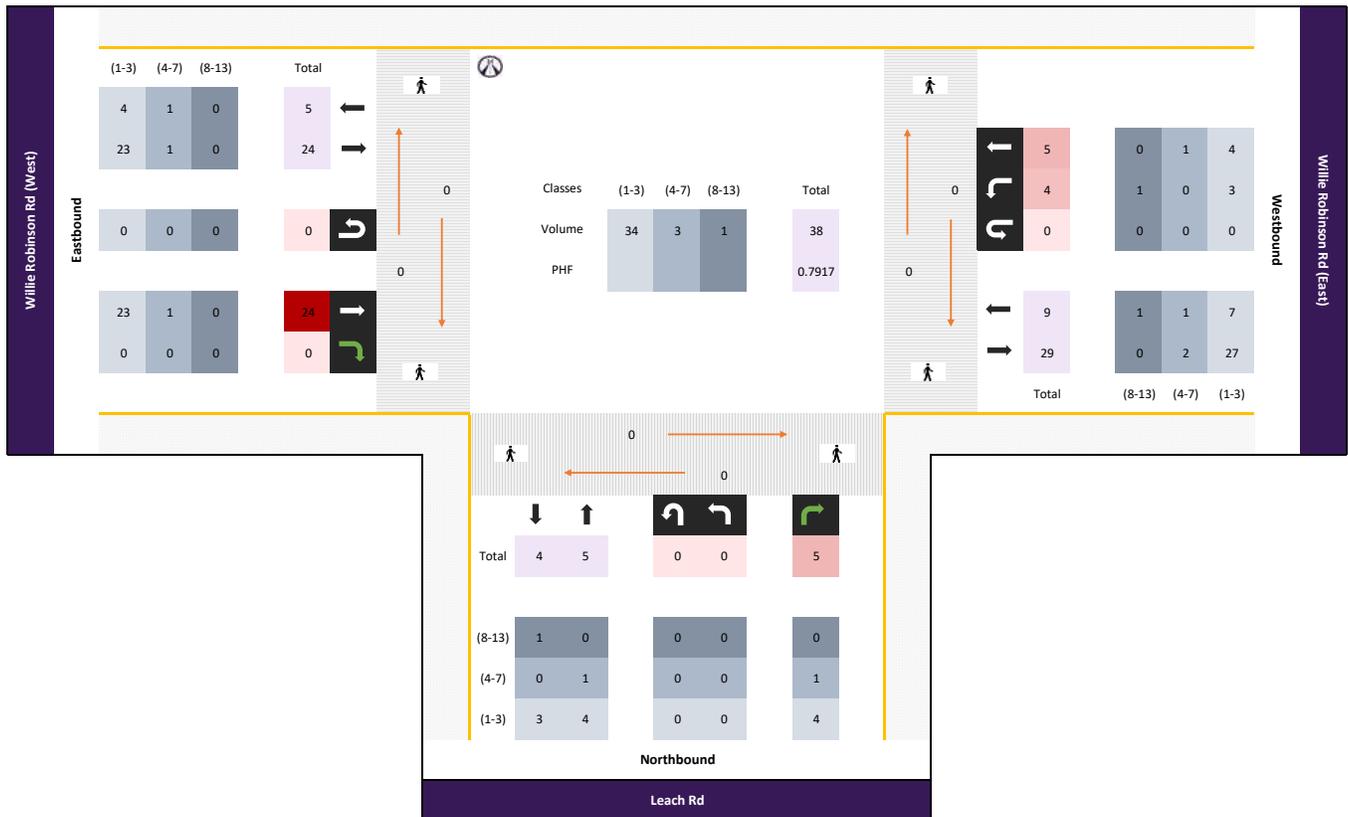
\* the Peak Hour Diagram does not include Bikes

**Session Parameters**

(Drop Down Menu)

Peak Hour

Volume







[Click here for Map](#)

### Peak Hour Turning Movement Count

Gainesville, GA



[www.marrtraffic.com](http://www.marrtraffic.com)



Tuesday, August 15, 2023	
Period	1600 - 1800
Peak Hour	1700 - 1800

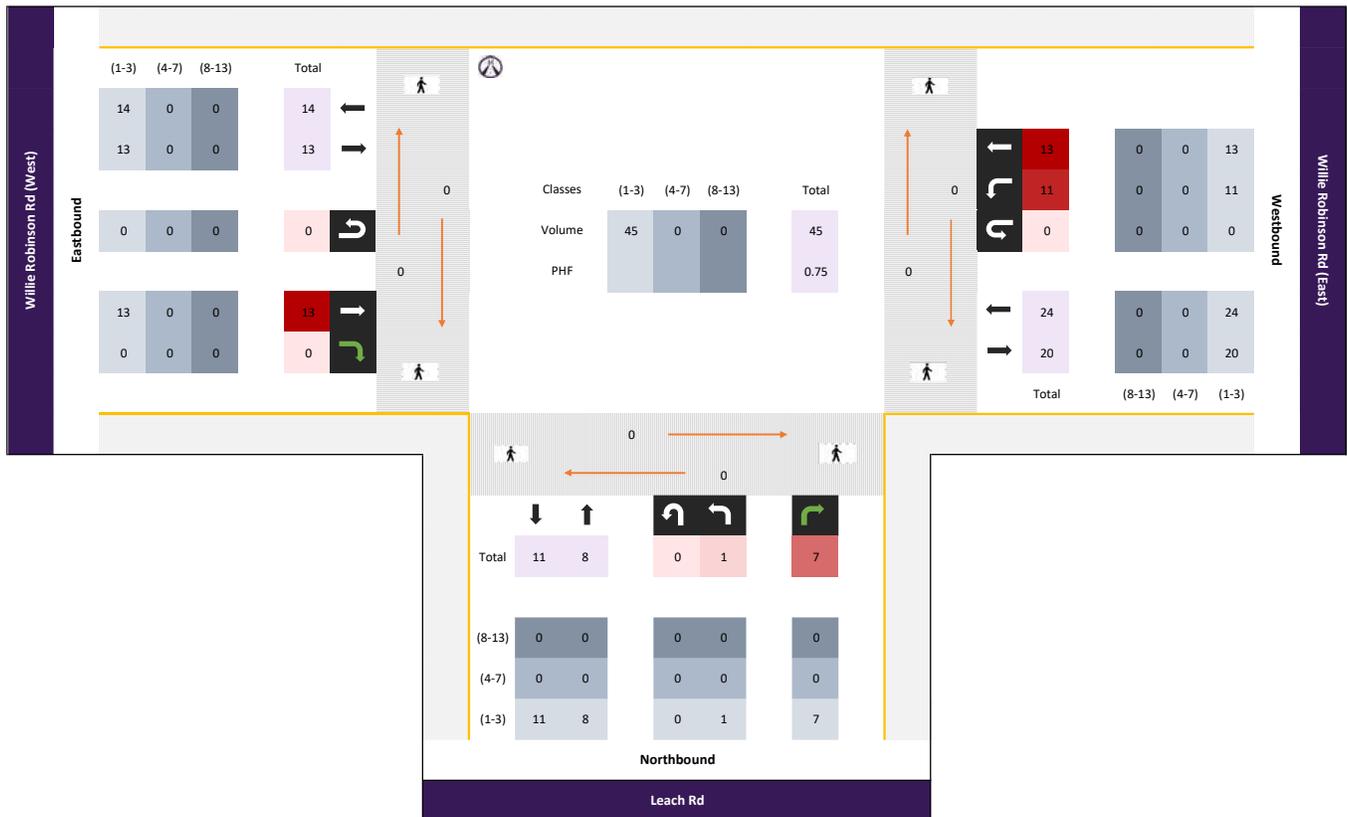
\* the Peak Hour Diagram does not include Bikes

**Session Parameters**

(Drop Down Menu)

1700 - 1800

Volume





**Turning Movement Counts**  
**Chestatee Road at Leach Road**

# Peak Hour Turning Movement Count

Gainesville, GA



[Click here for Map](#)

Tuesday, August 15, 2023	
Period	0600 - 0800
Peak Hour	0700 - 0800

\* the Peak Hour Diagram does not include Bikes

**Session Parameters**

(Drop Down Menu)

0700 - 0800

Volume





# Peak Hour Turning Movement Count

Gainesville, GA



[Click here for Map](#)

Tuesday, August 15, 2023	
Period	1600 - 1800
Peak Hour	1700 - 1800

\* the Peak Hour Diagram does not include Bikes

**Session Parameters**

(Drop Down Menu)

Peak Hour

Volume





**Turning Movement Counts**  
**Ledan Ext at Willie Robinson Road**

# Peak Hour Turning Movement Count

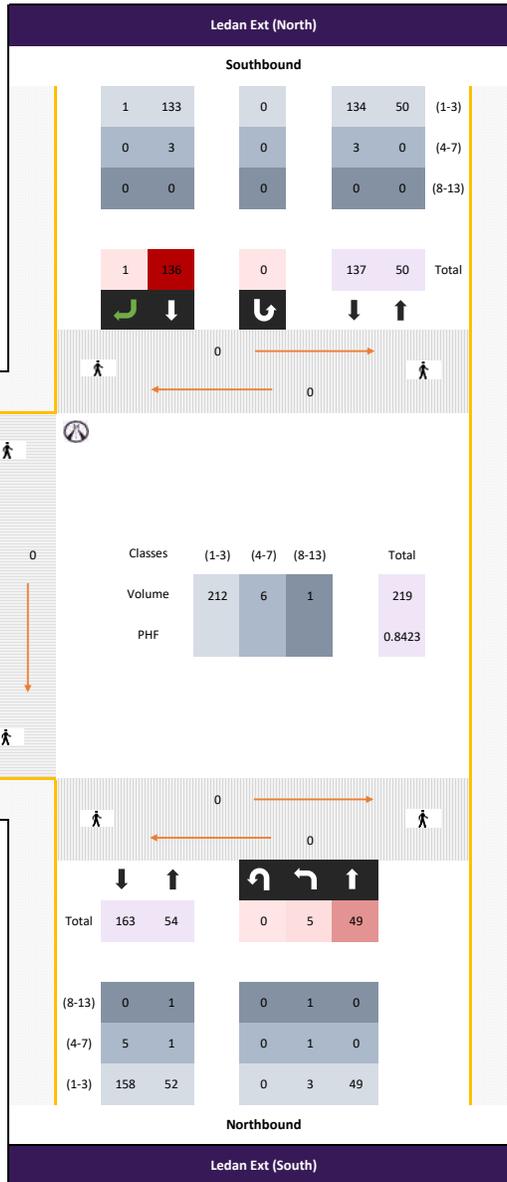
Gainesville, GA



[Click here for Map](#)

Tuesday, August 15, 2023	
Period	0600 - 0800
Peak Hour	0700 - 0800

\* the Peak Hour Diagram does not include Bikes



**Session Parameters**

(Drop Down Menu)

Peak Hour

Volume

Willie Robinson Rd



# Peak Hour Turning Movement Count

Gainesville, GA



[Click here for Map](#)

Tuesday, August 15, 2023	
Period	1600 - 1800
Peak Hour	1700 - 1800

\* the Peak Hour Diagram does not include Bikes



**Session Parameters**

(Drop Down Menu)

Peak Hour

Volume

Willie Robinson Rd

Eastbound

(1-3)	(4-7)	(8-13)	Total
16	0	0	16
15	0	0	15
0	0	0	0
2	0	0	2
13	0	0	13



**Turning Movement Counts**  
**Cool Springs Road at Willie Robinson Road**



[Click here for Map](#)

# Peak Hour Turning Movement Count

Gainesville, GA

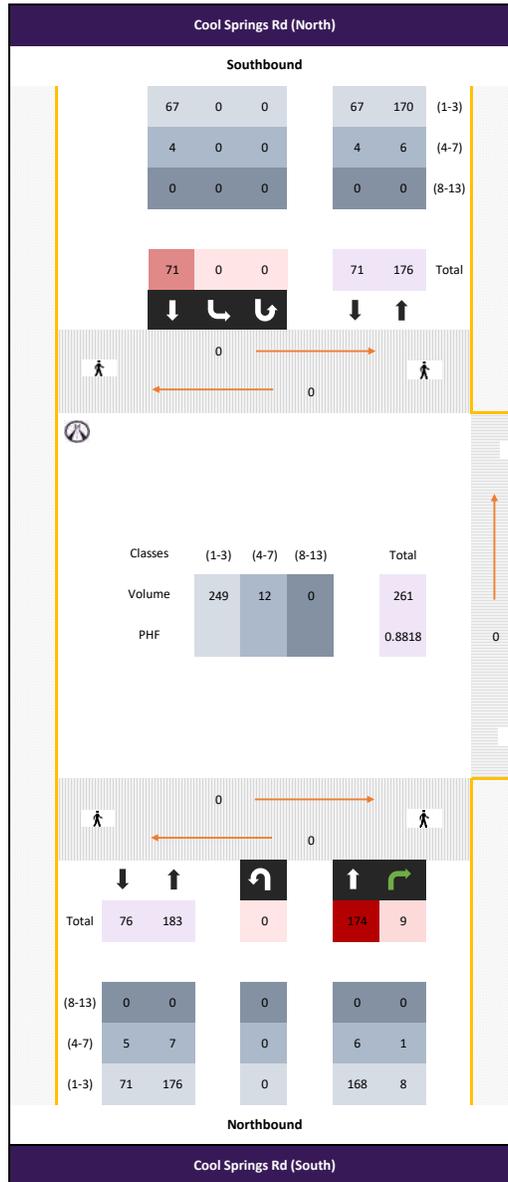


www.marrtraffic.com



Tuesday, August 15, 2023	
Period	0600 - 0800
Peak Hour	0700 - 0800

\* the Peak Hour Diagram does not include Bikes



**Session Parameters**

(Drop Down Menu)

Peak Hour

Volume

Millie Robinson Rd





[Click here for Map](#)

### Peak Hour Turning Movement Count

Gainesville, GA



www.marrtraffic.com



Tuesday, August 15, 2023	
Period	1600 - 1800
Peak Hour	1700 - 1800

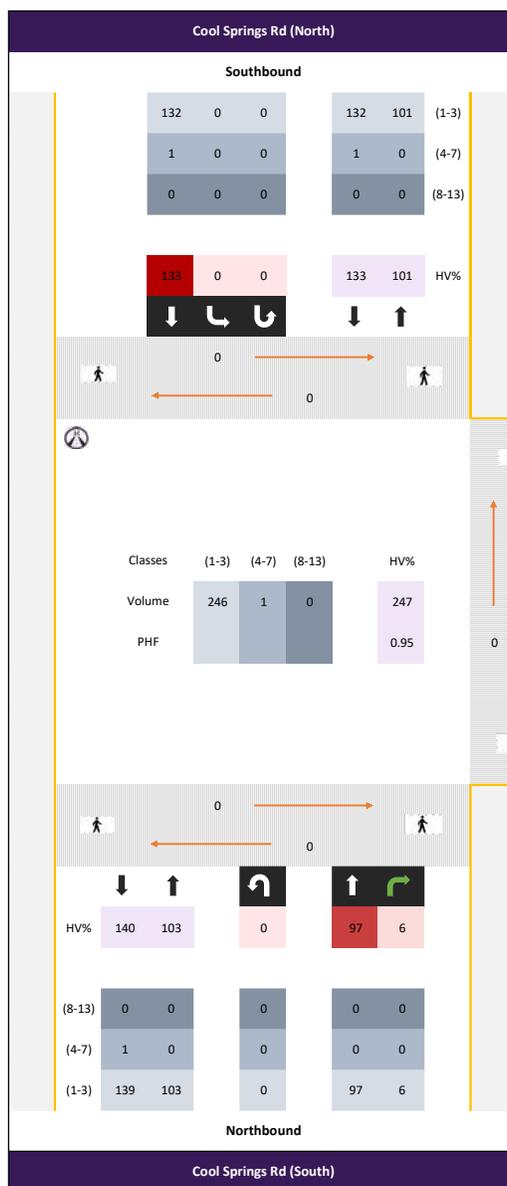
\* the Peak Hour Diagram does not include Bikes

**Session Parameters**

(Drop Down Menu)

1700 - 1800

Volume



Willie Robinson Rd



**24-Hour Classification Count**  
**Leach Road south of Willie Robinson Road**

Bi-Directional Class Count || NB EB 15min

Gainesville, GA



Site 1  
Leach Rd,  
south of Willie Robinson Rd

Date  
Tuesday, August 15, 2023

Weather  
Mostly Cloudy  
80°F

Lat/Long  
34.370315°, -83.925416°

[Click here for Map](#)

0000 - 2400 (Weekday 24h Session) (08-15-2023)  
NB EB 15min

Time	Northbound (Movement 1.1)													15min Total	60min Total	
	1	2	3	4	5	6	7	8	9	10	11	12	13			
0000-0015	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0015-0030	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0030-0045	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0045-0100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0100-0115	0	0	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	0	0
0130-0145	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0145-0200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0200-0215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0215-0230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0230-0245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0245-0300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0300-0315	0	0	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	0	0
0330-0345	0	0	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	0
0400-0415	0	0	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	0	0
0430-0445	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
0445-0500	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
0500-0515	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0515-0530	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0530-0545	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
0545-0600	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
0600-0615	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	3
0615-0630	1	2	2	0	0	0	0	0	0	0	0	0	0	0	0	5
0630-0645	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	4
0645-0700	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	2
0700-0715	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
0715-0730	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
0730-0745	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0745-0800	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
0800-0815	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
0815-0830	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0830-0845	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
0845-0900	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
0900-0915	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1
0915-0930	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
0930-0945	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
0945-1000	0	1	3	0	0	0	0	0	0	0	0	0	0	0	0	4
1000-1015	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
1015-1030	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
1030-1045	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1045-1100	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
1100-1115	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1115-1130	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
1130-1145	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	2
1145-1200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1200-1215	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
1215-1230	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1230-1245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1245-1300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1300-1315	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
1315-1330	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
1330-1345	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	2
1345-1400	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
1400-1415	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
1415-1430	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1430-1445	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
1445-1500	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
1500-1515	0	3	2	1	0	0	0	0	0	0	0	0	0	0	0	6
1515-1530	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
1530-1545	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1545-1600	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1600-1615	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	3
1615-1630	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
1630-1645	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
1645-1700	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
1700-1715	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
1715-1730	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1730-1745	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4
1745-1800	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1800-1815	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
1815-1830	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1830-1845	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1845-1900	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
1900-1915	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1915-1930	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	6
1930-1945	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
1945-2000	1	1	2	0	0	0	0	0	0	0	0	0	0	0	0	4
2000-2015	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2015-2030	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030-2045	0	0	0	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	0	0	1
2100-2115	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2115-2130	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
2130-2145	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
2145-2200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2200-2215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2215-2230	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
2230-2245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2245-2300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2300-2315	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2315-2330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2330-2345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2345-0000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Session Total	2	56	47	3	4	0	0	0	0	1	0	0	0	0	0	113
Session Average	0.02	0.58	0.49	0.03	0.04	0.00	0.00	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	1.18
Session Percentage	1.77	49.56	41.59	2.65	3.54	0.00	0.00	0.00	0.00	0.88	0.00	0.00	0.00	0.00	0.00	1.18
AM Peak Hour	0530-0630	0600-0700	0530-0630	0700-0800	0600-0700	-	-	-	-	0915-1015	-	-	-	-	-	0545-0645
AM Peak Volume</																

Bi-Directional Class Count || SB WB 15min

Gainesville, GA



Site 1  
Leach Rd,  
south of Willie Robinson Rd

Date  
Tuesday, August 15, 2023

Weather  
Mostly Cloudy  
80°F

Lat/Long  
34.370315°, -83.925416°

[Click here for Map](#)

0000 - 2400 (Weekday 24h Session) (08-15-2023)  
SB WB 15min

Time	Southbound (Movement 1.2)													15min Total	60min Total	
	1	2	3	4	5	6	7	8	9	10	11	12	13			
0000-0015	0	0	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	0	0	0
0030-0045	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0045-0100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
0100-0115	0	0	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	0	0
0130-0145	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0145-0200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0200-0215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0215-0230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0230-0245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0245-0300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0300-0315	0	0	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	0	0
0330-0345	0	0	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	0
0400-0415	0	0	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	0	0
0430-0445	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0445-0500	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
0500-0515	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0515-0530	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0530-0545	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
0545-0600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0600-0615	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0615-0630	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0630-0645	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
0645-0700	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0700-0715	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
0715-0730	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	2
0730-0745	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
0745-0800	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0800-0815	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
0815-0830	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
0830-0845	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0845-0900	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
0900-0915	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
0915-0930	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0930-0945	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0945-1000	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
1000-1015	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1015-1030	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1030-1045	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1045-1100	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
1100-1115	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1115-1130	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
1130-1145	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1145-1200	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
1200-1215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1215-1230	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	3
1230-1245	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1245-1300	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
1300-1315	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1315-1330	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
1330-1345	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1345-1400	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1400-1415	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
1415-1430	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4
1430-1445	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1445-1500	0	4	1	0	0	0	0	0	0	0	0	0	0	0	0	6
1500-1515	0	2	1	0	1	0	0	0	0	0	0	0	0	0	0	4
1515-1530	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1530-1545	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1545-1600	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
1600-1615	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
1615-1630	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
1630-1645	0	4	1	0	0	0	0	0	0	0	0	0	0	0	0	5
1645-1700	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
1700-1715	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1715-1730	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1730-1745	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	6
1745-1800	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	3
1800-1815	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4
1815-1830	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
1830-1845	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
1845-1900	0	1	3	0	0	0	0	0	0	0	0	0	0	0	0	4
1900-1915	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
1915-1930	0	2	2	0	1	0	0	0	0	0	0	0	0	0	0	5
1930-1945	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
1945-2000	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
2000-2015	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
2015-2030	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
2030-2045	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2045-2100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2100-2115	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
2115-2130	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	5
2130-2145	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
2145-2200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2200-2215	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2
2215-2230	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
2230-2245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2245-2300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2300-2315	0	0	1	0	0	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	0	0
2330-2345	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
2345-0000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Session Total	2	56	45	1	4	0	0	2	0	0	0	0	0	0	0	110
Session Average	0.02	0.58	0.47	0.01	0.04	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.15
Session Percentage	1.82	50.91	40.91	0.91	3.64	0.00	0.00	1.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
AM Peak Hour	-	0815 - 0915	0800 - 0900	0545 - 0645	-	-	-	0630 - 0730	-	-	-	-	-	-	-	0800 - 0900
AM Peak Volume	0															



# Bi-Directional Class Count || Volume Summary 15min



Gainesville, GA

**Site 1**  
Leach Rd,  
south of Willie Robinson Rd

**Date**  
Tuesday, August 15, 2023

**Weather**  
Mostly Cloudy  
80°F

**Lat/Long**  
34.370315°, -83.925416°

## 0000 - 2400 (Weekday 24h Session) (08-15-2023)

Volume Summary 15min

TIME	Volume Summary 15min		15min Total	60min Total
	NB	SB		
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		15min Total	60min 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	223
Session Average	1.18	1.15	2.32
Session Percentage	50.67	49.33	

**24-Hour Classification Count**  
**Willie Robinson Road east of Leach Road**

Bi-Directional Class Count || NB EB 15min

Gainesville, GA



Site 2  
Willie Robinson Rd,  
east of Leach Rd

Date  
Tuesday, August 15, 2023

Weather  
Mostly Cloudy  
80°F

Lat/Long  
34.3710877, -83.9243627

[Click here for Map](#)

0000 - 2400 (Weekday 24h Session) (08-15-2023)  
NB EB 15min

Time	Eastbound (Movement 2.1)													15min Total	60min Total	
	1	2	3	4	5	6	7	8	9	10	11	12	13			
0000-0015	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0015-0030	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0030-0045	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0045-0100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0100-0115	0	0	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	0	0
0130-0145	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0145-0200	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
0200-0215	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
0215-0230	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0230-0245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0245-0300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0300-0315	0	0	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	0	0
0330-0345	0	0	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	0
0400-0415	0	0	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	0	0
0430-0445	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
0445-0500	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
0500-0515	0	1	0	0	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	0	0
0530-0545	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
0545-0600	0	1	4	0	0	0	0	0	0	0	0	0	0	0	0	5
0600-0615	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	5
0615-0630	1	3	3	0	0	0	0	0	0	0	0	0	0	0	0	7
0630-0645	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	5
0645-0700	0	5	1	0	1	0	0	0	0	0	0	0	0	0	0	7
0700-0715	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	6
0715-0730	0	6	3	0	0	0	0	0	0	0	0	0	0	0	0	9
0730-0745	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
0745-0800	0	8	1	2	0	0	0	0	0	0	0	0	0	0	0	11
0800-0815	0	5	1	0	0	0	0	0	0	0	0	0	0	0	0	6
0815-0830	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	4
0830-0845	0	6	1	0	0	0	0	0	0	0	0	0	0	0	0	7
0845-0900	0	3	2	0	0	0	0	0	0	0	0	0	0	0	0	5
0900-0915	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
0915-0930	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	4
0930-0945	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
0945-1000	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
1000-1015	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
1015-1030	0	5	1	0	0	0	0	0	0	0	0	0	0	0	0	6
1030-1045	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	2
1045-1100	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
1100-1115	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1115-1130	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
1130-1145	0	1	2	0	1	0	0	0	0	0	0	0	0	0	0	4
1145-1200	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
1200-1215	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
1215-1230	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
1230-1245	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
1245-1300	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1300-1315	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
1315-1330	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4
1330-1345	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	4
1345-1400	0	4	1	0	0	0	0	0	0	0	0	0	0	0	0	5
1400-1415	0	4	2	0	0	0	0	0	0	0	0	0	0	0	0	6
1415-1430	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
1430-1445	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1445-1500	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
1500-1515	0	4	2	1	0	0	0	0	0	0	0	0	0	0	0	7
1515-1530	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
1530-1545	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
1545-1600	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
1600-1615	0	2	3	0	0	0	0	0	0	0	0	0	0	0	0	5
1615-1630	0	3	0	1	1	0	0	0	0	0	0	0	0	0	0	5
1630-1645	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4
1645-1700	0	1	3	0	0	0	0	0	0	0	0	0	0	0	0	4
1700-1715	0	7	1	0	0	0	0	0	0	0	0	0	0	0	0	8
1715-1730	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
1730-1745	0	4	1	0	0	0	0	0	0	0	0	0	0	0	0	5
1745-1800	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	5
1800-1815	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
1815-1830	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
1830-1845	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1845-1900	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	4
1900-1915	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1915-1930	0	4	3	0	0	0	0	0	0	0	0	0	0	0	0	7
1930-1945	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	4
1945-2000	1	2	2	0	0	0	0	0	0	0	0	0	0	0	0	5
2000-2015	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
2015-2030	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2030-2045	0	0	0	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	0	0	1
2100-2115	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
2115-2130	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
2130-2145	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	4
2145-2200	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
2200-2215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2215-2230	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
2230-2245	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2245-2300	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2300-2315	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2315-2330	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2330-2345	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2345-0000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Session Total	2	147	87	4	5	0	0	0	0	1	0	0	0	0	0	246
Session Average	0.02	1.53	0.91	0.04	0.05	0.00	0.00	0.00	0.00	0.01	0.00	0.00	0.00	0.00	0.00	2.56
Session Percentage	0.81	59.76	35.37	1.63	2.03	0.00	0.00	0.00	0.00	0.41	0.00	0.00	0.00	0.00	0.00	
AM Peak Hour	0530-0630	0715-0815	0530-0630	0700-0800	0600-0700	-	-	-	-	0915-1015	-	-	-	-	-	0700-0800
AM Peak Volume																

Bi-Directional Class Count || SB WB 15min

Gainesville, GA



Site 2  
Willie Robinson Rd,  
east of Leach Rd

Date  
Tuesday, August 15, 2023

Weather  
Mostly Cloudy  
80°F

Lat/Long  
34.3710877, -83.9243627

[Click here for Map](#)

0000 - 2400 (Weekday 24h Session) (08-15-2023)  
SB WB 15min

Time	Westbound (Movement 2.2)													15min Total	60min Total	
	1	2	3	4	5	6	7	8	9	10	11	12	13			
0000-0015	0	0	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	0	0	1
0030-0045	0	1	0	0	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	0	2
0100-0115	0	0	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	0	0
0130-0145	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
0145-0200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
0200-0215	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0215-0230	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
0230-0245	0	0	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	0	1
0300-0315	0	0	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	0	0
0330-0345	0	0	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	0
0400-0415	0	0	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	0	0
0430-0445	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0445-0500	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
0500-0515	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0515-0530	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0530-0545	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
0545-0600	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
0600-0615	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0615-0630	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
0630-0645	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
0645-0700	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
0700-0715	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
0715-0730	0	2	0	0	0	0	0	1	0	0	0	0	0	0	0	3
0730-0745	0	2	1	1	0	0	0	0	0	0	0	0	0	0	0	4
0745-0800	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
0800-0815	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
0815-0830	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	4
0830-0845	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0845-0900	0	1	3	0	0	0	0	0	0	0	0	0	0	0	0	4
0900-0915	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
0915-0930	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
0930-0945	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0945-1000	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
1000-1015	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1015-1030	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1030-1045	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
1045-1100	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
1100-1115	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
1115-1130	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	3
1130-1145	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	3
1145-1200	0	2	3	0	0	0	0	0	0	0	0	0	0	0	0	5
1200-1215	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
1215-1230	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	3
1230-1245	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	5
1245-1300	0	2	1	0	1	0	0	0	0	0	0	0	0	0	0	4
1300-1315	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3
1315-1330	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
1330-1345	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
1345-1400	1	1	3	0	0	0	0	0	0	0	0	0	0	0	0	5
1400-1415	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	8
1415-1430	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	7
1430-1445	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
1445-1500	0	4	2	0	0	0	0	0	0	0	0	0	0	0	0	7
1500-1515	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	4
1515-1530	0	4	1	0	0	0	0	0	0	0	0	0	0	0	0	5
1530-1545	0	2	1	0	0	0	0	0	0	0	0	0	0	0	0	3
1545-1600	0	7	0	0	0	0	0	0	0	0	0	0	0	0	0	7
1600-1615	0	2	1	1	1	0	0	0	0	0	0	0	0	0	0	5
1615-1630	0	7	3	0	0	0	0	0	0	0	0	0	0	0	0	10
1630-1645	0	6	2	0	0	0	0	0	0	0	0	0	0	0	0	8
1645-1700	0	4	2	0	0	0	0	0	0	0	0	0	0	0	0	6
1700-1715	0	4	1	0	0	0	0	0	0	0	0	0	0	0	0	5
1715-1730	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4
1730-1745	0	5	4	0	0	0	0	0	0	0	0	0	0	0	0	9
1745-1800	0	4	2	0	0	0	0	0	0	0	0	0	0	0	0	6
1800-1815	0	10	2	0	0	0	0	0	0	0	0	0	0	0	0	12
1815-1830	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	4
1830-1845	0	2	2	0	1	0	0	0	0	0	0	0	0	0	0	5
1845-1900	0	4	3	0	0	0	0	0	0	0	0	0	0	0	0	7
1900-1915	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	4
1915-1930	0	3	3	0	1	0	0	0	0	0	0	0	0	0	0	7
1930-1945	0	0	1	0	0	0	0	1	0	0	0	0	0	0	0	2
1945-2000	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
2000-2015	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2
2015-2030	0	2	1	0	0	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	0	0	0
2045-2100	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2100-2115	0	1	2	0	0	0	0	0	0	0	0	0	0	0	0	3
2115-2130	0	8	2	0	0	0	0	0	0	0	0	0	0	0	0	10
2130-2145	0	2	1	0	2	0	0	0	0	0	0	0	0	0	0	5
2145-2200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
2200-2215	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	3
2215-2230	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	3
2230-2245	0	1	0	0	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	0	0
2300-2315	0	0	1	0	0	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	0	0
2330-2345	0	0	1	0	0	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	0	0	3

Session Total	2	158	78	3	7	0	0	2	0	0	0	0	0	0	0	250
Session Average	0.02	1.65	0.81	0.03	0.07	0.00	0.00	0.02	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.60
Session Percentage	0.80	63.20	31.20	1.20	2.80	0.00	0.00	0.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
AM Peak Hour	-	0730-0830	0800-0900	0545-0645	-	-	-	0630-0730	-	-	-	-	-	-	-	0730-0830
AM Peak Volume	0	7														

Bi-Directional Class Count || Bi-Directional 15min

Gainesville, GA



Site 2  
Willie Robinson Rd,  
east of Leach Rd

Date  
Tuesday, August 15, 2023

Weather  
Mostly Cloudy  
80°F

Lat/Long  
34.3710877, -83.9243627

0000 - 2400 (Weekday 24h Session) (08-15-2023)  
Bi-Directional 15min

Time	Bi-Directional 15min													15min Total	60min Total	
	1	2	3	4	5	6	7	8	9	10	11	12	13			
0000-0015	0	0	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	0	0	1
0030-0045	0	1	0	0	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	0	2
0100-0115	0	0	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	0	0
0130-0145	0	1	0	0	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	0	0	2
0200-0215	0	1	0	0	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	0	0	1
0230-0245	0	0	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	0	2
0300-0315	0	0	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	0	0
0330-0345	0	0	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	0
0400-0415	0	0	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	0	0
0430-0445	0	1	1	0	0	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	0	0	3
0500-0515	0	1	0	0	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	0	0
0530-0545	0	1	3	0	0	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	0	0	5
0600-0615	0	3	2	0	0	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	0	0	8
0630-0645	0	3	2	1	0	0	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	0	0	7
0700-0715	0	4	4	0	0	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	0	0	12
0730-0745	0	4	2	1	0	0	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	0	0	11
0800-0815	0	7	2	0	0	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	0	0	8
0830-0845	0	6	1	0	0	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	0	0	9
0900-0915	0	1	1	0	1	0	0	0	0	0	0	0	0	0	0	3
0915-0930	0	3	3	0	0	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	0	0	2
0945-1000	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4
1000-1015	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
1015-1030	0	6	1	0	0	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	0	0	2
1045-1100	0	2	3	0	0	0	0	0	0	0	0	0	0	0	0	5
1100-1115	0	2	0	0	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	0	0	5
1130-1145	0	1	5	0	1	0	0	0	0	0	0	0	0	0	0	7
1145-1200	0	4	3	0	0	0	0	0	0	0	0	0	0	0	0	7
1200-1215	0	2	2	0	0	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	0	0	6
1230-1245	0	6	1	0	0	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	0	0	5
1300-1315	0	5	1	0	0	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	0	0	7
1330-1345	0	5	2	0	0	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	0	0	10
1400-1415	0	8	6	0	0	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	0	0	0	9
1430-1445	0	3	1	0	0	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	0	0	10
1500-1515	0	7	3	1	0	0	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	0	0	8
1530-1545	0	4	2	0	0	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	0	0	9
1600-1615	0	4	4	1	1	0	0	0	0	0	0	0	0	0	0	10
1615-1630	0	10	3	1	1	0	0	0	0	0	0	0	0	0	0	15
1630-1645	0	6	6	0	0	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	0	0	10
1700-1715	0	11	2	0	0	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	0	0	6
1730-1745	0	9	5	0	0	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	0	0	11
1800-1815	0	10	4	0	0	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	0	0	6
1830-1845	0	3	2	0	1	0	0	0	0	0	0	0	0	0	0	6
1845-1900	0	7	4	0	0	0	0	0	0	0	0	0	0	0	0	11
1900-1915	0	4	1	0	0	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	0	0	0	14
1930-1945	0	2	3	0	0	0	0	1	0	0	0	0	0	0	0	6
1945-2000	1	3	3	0	0	0	0	0	0	0	0	0	0	0	0	7
2000-2015	0	3	0	0	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	0	0	3
2030-2045	0	0	0	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	0	0	1
2100-2115	0	1	3	0	0	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	0	0	0	12
2130-2145	0	4	3	0	2	0	0	0	0	0	0	0	0	0	0	9
2145-2200	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
2200-2215	1	2	0	0	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	0	0	4
2230-2245	0	1	0	0	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	0	0
2300-2315	0	0	1	0	0	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	0	0
2330-2345	0	0	1	0	0	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	0	0	1

Session Total	4	305	165	7	12	0	0	2	1	0	0	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	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	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															

# Bi-Directional Class Count || Volume Summary 15min



Gainesville, GA

**Site 2**

Willie Robinson Rd,  
east of Leach Rd

**Date**

Tuesday, August 15, 2023

**Weather**

Mostly Cloudy  
80°F

**Lat/Long**

34.371087°, -83.924362°

**0000 - 2400 (Weekday 24h Session) (08-15-2023)**

Volume Summary 15min

TIME	Volume Summary 15min		15min Total	60min Total
	EB	WB		
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		15min Total	60min 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	5.17
Session Percentage	49.60	50.40	

**Appendix C**  
**Growth Rate Summary**

Growth Rate Based on U.S Census Bureau			
Geographic Area	2010	2020	2010-2020
	Census	Census	Population % Change
Hall County	179,684	203,136	1.23%

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%
<b>5 &amp; 10 - Year Average</b>														2.3%	2.9%
<b>Weighted Average</b>														2.6%	

Growth Rate Based on Georgia Governor's Office of Planning and Budget Annual Population Projections								
Geographic 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%					
Average		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						
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	Minor3
Conflicting Flow All	0	0	30	0	46
Stage 1	-	-	-	-	30
Stage 2	-	-	-	-	16
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1583	-	964
Stage 1	-	-	-	-	993
Stage 2	-	-	-	-	1007
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1583	-	961
Mov Cap-2 Maneuver	-	-	-	-	961
Stage 1	-	-	-	-	993
Stage 2	-	-	-	-	1004

Approach	EB	WB	NB
HCM Control Delay, s	0	3.2	8.5
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	1044	-	-	1583	-
HCM Lane V/C Ratio	0.005	-	-	0.003	-
HCM Control Delay (s)	8.5	-	-	7.3	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0	-	-	0	-

Intersection												
Int Delay, s/veh	0.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	132	0	2	64	5	0	0	0	15	0	1
Future Vol, veh/h	0	132	0	2	64	5	0	0	0	15	0	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	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	0	163	0	2	79	6	0	0	0	19	0	1

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	85	0	0	163	0	0	250	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 Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1512	-	-	1416	-	-	717
HCM Lane V/C Ratio	-	-	-	-	0.002	-	-	0.028
HCM Control Delay (s)	0	0	-	-	7.5	0	-	10.2
HCM Lane LOS		A	A	-	-	A	A	B
HCM 95th %tile Q(veh)	-	0	-	-	0	-	-	0.1

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	27	5	49	136	1
Future Vol, veh/h	1	27	5	49	136	1
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	84	84	84	84	84	84
Heavy Vehicles, %	2	7	2	2	2	2
Mvmt Flow	1	32	6	58	162	1

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	233	163	163	0	-	0
Stage 1	163	-	-	-	-	-
Stage 2	70	-	-	-	-	-
Critical Hdwy	6.42	6.27	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.363	2.218	-	-	-
Pot Cap-1 Maneuver	755	869	1416	-	-	-
Stage 1	866	-	-	-	-	-
Stage 2	953	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	752	869	1416	-	-	-
Mov Cap-2 Maneuver	752	-	-	-	-	-
Stage 1	863	-	-	-	-	-
Stage 2	953	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.3	0.7	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1416	-	864	-	-
HCM Lane V/C Ratio	0.004	-	0.039	-	-
HCM Control Delay (s)	7.6	0	9.3	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection						
Int Delay, s/veh	0.3					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	2	174	9	0	71
Future Vol, veh/h	5	2	174	9	0	71
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	88	88	88	88	88	88
Heavy Vehicles, %	2	2	3	2	2	6
Mvmt Flow	6	2	198	10	0	81

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	284	203	0	0	208
Stage 1	203	-	-	-	-
Stage 2	81	-	-	-	-
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	706	838	-	-	1363
Stage 1	831	-	-	-	-
Stage 2	942	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	706	838	-	-	1363
Mov Cap-2 Maneuver	706	-	-	-	-
Stage 1	831	-	-	-	-
Stage 2	942	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.9	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	739	1363
HCM Lane V/C Ratio	-	-	0.011	-
HCM Control Delay (s)	-	-	9.9	0
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

Intersection						
Int Delay, s/veh	3.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	13	0	11	13	1	7
Future Vol, veh/h	13	0	11	13	1	7
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	80
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	16	0	14	16	1	9

Major/Minor	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	16	0	60
Stage 1	-	-	-	-	16
Stage 2	-	-	-	-	44
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1602	-	947
Stage 1	-	-	-	-	1007
Stage 2	-	-	-	-	978
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1602	-	938
Mov Cap-2 Maneuver	-	-	-	-	938
Stage 1	-	-	-	-	1007
Stage 2	-	-	-	-	969

Approach	EB	WB	NB
HCM Control Delay, s	0	3.3	8.5
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	1046	-	-	1602	-
HCM Lane V/C Ratio	0.01	-	-	0.009	-
HCM Control Delay (s)	8.5	-	-	7.3	0
HCM Lane LOS	A	-	-	A	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	86	0	0	147	14	0	0	1	3	0	0
Future Vol, veh/h	2	86	0	0	147	14	0	0	1	3	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	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
Mvmt Flow	2	96	0	0	163	16	0	0	1	3	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	179	0	0	96	0	0	271	279	96	272	271	171
Stage 1	-	-	-	-	-	-	100	100	-	171	171	-
Stage 2	-	-	-	-	-	-	171	179	-	101	100	-
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	1397	-	-	1498	-	-	682	629	960	680	636	873
Stage 1	-	-	-	-	-	-	906	812	-	831	757	-
Stage 2	-	-	-	-	-	-	831	751	-	905	812	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1397	-	-	1498	-	-	681	628	960	678	635	873
Mov Cap-2 Maneuver	-	-	-	-	-	-	681	628	-	678	635	-
Stage 1	-	-	-	-	-	-	904	810	-	829	757	-
Stage 2	-	-	-	-	-	-	831	751	-	902	810	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.2			0			8.8			10.3		
HCM LOS							A			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	960	1397	-	-	1498	-	-	678
HCM Lane V/C Ratio	0.001	0.002	-	-	-	-	-	0.005
HCM Control Delay (s)	8.8	7.6	0	-	0	-	-	10.3
HCM Lane LOS	A	A	A	-	A	-	-	B
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0

Intersection						
Int Delay, s/veh	1.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
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

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	253	89	89	0	0
Stage 1	89	-	-	-	-
Stage 2	164	-	-	-	-
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	736	969	1506	-	-
Stage 1	934	-	-	-	-
Stage 2	865	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	726	969	1506	-	-
Mov Cap-2 Maneuver	726	-	-	-	-
Stage 1	922	-	-	-	-
Stage 2	865	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9	0.9	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1506	-	928	-	-
HCM Lane V/C Ratio	0.012	-	0.018	-	-
HCM Control Delay (s)	7.4	0	9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection						
Int Delay, s/veh	0.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	TT		T			T
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

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	245	105	0	0	108	0
Stage 1	105	-	-	-	-	-
Stage 2	140	-	-	-	-	-
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	743	949	-	-	1483	-
Stage 1	919	-	-	-	-	-
Stage 2	887	-	-	-	-	-
Platoon blocked, %			-	-		
Mov Cap-1 Maneuver	743	949	-	-	1483	-
Mov Cap-2 Maneuver	743	-	-	-	-	-
Stage 1	919	-	-	-	-	-
Stage 2	887	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	9.5	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	807	1483
HCM Lane V/C Ratio	-	-	0.014	-
HCM Control Delay (s)	-	-	9.5	0
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0

**Synchro Reports**  
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Intersection						
Int Delay, s/veh	1.7					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
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	Major1	Major2	Minor1	Minor2	Minor3
Conflicting Flow All	0	0	34	0	52
Stage 1	-	-	-	-	34
Stage 2	-	-	-	-	18
Critical Hdwy	-	-	4.12	-	6.42
Critical Hdwy Stg 1	-	-	-	-	5.42
Critical Hdwy Stg 2	-	-	-	-	5.42
Follow-up Hdwy	-	-	2.218	-	3.518
Pot Cap-1 Maneuver	-	-	1578	-	957
Stage 1	-	-	-	-	988
Stage 2	-	-	-	-	1005
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1578	-	954
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	-

Intersection												
Int Delay, s/veh	0.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	148	0	2	72	6	0	0	0	17	0	1
Future Vol, veh/h	0	148	0	2	72	6	0	0	0	17	0	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	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	0	183	0	2	89	7	0	0	0	21	0	1

Major/Minor	Major1		Major2		Minor1			Minor2				
Conflicting Flow All	96	0	0	183	0	0	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 Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1498	-	-	1392	-	-	683
HCM Lane V/C Ratio	-	-	-	-	0.002	-	-	0.033
HCM Control Delay (s)	0	0	-	-	7.6	0	-	10.4
HCM Lane LOS		A	A	-	-	A	A	B
HCM 95th %tile Q(veh)	-	0	-	-	0	-	-	0.1

Intersection						
Int Delay, s/veh	1.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	30	6	55	152	1
Future Vol, veh/h	1	30	6	55	152	1
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	84	84	84	84	84	84
Heavy Vehicles, %	2	7	2	2	2	2
Mvmt Flow	1	36	7	65	181	1

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	261	182	182	0	0
Stage 1	182	-	-	-	-
Stage 2	79	-	-	-	-
Critical Hdwy	6.42	6.27	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.363	2.218	-	-
Pot Cap-1 Maneuver	728	848	1393	-	-
Stage 1	849	-	-	-	-
Stage 2	944	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	724	848	1393	-	-
Mov Cap-2 Maneuver	724	-	-	-	-
Stage 1	845	-	-	-	-
Stage 2	944	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.5	0.7	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1393	-	843	-	-
HCM Lane V/C Ratio	0.005	-	0.044	-	-
HCM Control Delay (s)	7.6	0	9.5	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection						
Int Delay, s/veh	0.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	FF		FB			FB
Traffic Vol, veh/h	5	2	194	10	0	79
Future Vol, veh/h	5	2	194	10	0	79
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	88	88	88	88	88	88
Heavy Vehicles, %	2	2	3	2	2	6
Mvmt Flow	6	2	220	11	0	90

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	316	226	0	0	231
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 Mvmt	NBT	NBRWBLn1	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	3.2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	15	0	12	15	1	8
Future Vol, veh/h	15	0	12	15	1	8
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	80
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	19	0	15	19	1	10

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	19	0	68 19
Stage 1	-	-	-	-	19 -
Stage 2	-	-	-	-	49 -
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	-	-	1597	-	937 1059
Stage 1	-	-	-	-	1004 -
Stage 2	-	-	-	-	973 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1597	-	929 1059
Mov Cap-2 Maneuver	-	-	-	-	929 -
Stage 1	-	-	-	-	1004 -
Stage 2	-	-	-	-	964 -

Approach	EB	WB	NB
HCM Control Delay, s	0	3.2	8.5
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	1043	-	-	1597	-
HCM Lane V/C Ratio	0.011	-	-	0.009	-
HCM Control Delay (s)	8.5	-	-	7.3	0
HCM Lane LOS	A	-	-	A	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	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	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
Mvmt Flow	2	107	0	0	182	18	0	0	1	3	0	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	200	0	0	107	0	0	302	311	107	303	302	191
Stage 1	-	-	-	-	-	-	111	111	-	191	191	-
Stage 2	-	-	-	-	-	-	191	200	-	112	111	-
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	1372	-	-	1484	-	-	650	604	947	649	611	851
Stage 1	-	-	-	-	-	-	894	804	-	811	742	-
Stage 2	-	-	-	-	-	-	811	736	-	893	804	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1372	-	-	1484	-	-	649	603	947	647	610	851
Mov Cap-2 Maneuver	-	-	-	-	-	-	649	603	-	647	610	-
Stage 1	-	-	-	-	-	-	892	802	-	809	742	-
Stage 2	-	-	-	-	-	-	811	736	-	890	802	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.2			0			8.8			10.6		
HCM LOS							A			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	947	1372	-	-	1484	-	-	647
HCM Lane V/C Ratio	0.001	0.002	-	-	-	-	-	0.005
HCM Control Delay (s)	8.8	7.6	0	-	0	-	-	10.6
HCM Lane LOS	A	A	A	-	A	-	-	B
HCM 95th %tile Q(veh)	0	0	-	-	0	-	-	0

Intersection						
Int Delay, s/veh	1.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	2	15	18	129	89	0
Future Vol, veh/h	2	15	18	129	89	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	17	20	143	99	0

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	282	99	99	0	0
Stage 1	99	-	-	-	-
Stage 2	183	-	-	-	-
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	708	957	1494	-	-
Stage 1	925	-	-	-	-
Stage 2	848	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	697	957	1494	-	-
Mov Cap-2 Maneuver	697	-	-	-	-
Stage 1	911	-	-	-	-
Stage 2	848	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9	0.9	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1494	-	917	-	-
HCM Lane V/C Ratio	0.013	-	0.021	-	-
HCM Control Delay (s)	7.4	0	9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection						
Int Delay, s/veh	0.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	TT		TT			TT
Traffic Vol, veh/h	8	4	108	7	0	149
Future Vol, veh/h	8	4	108	7	0	149
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	8	4	114	7	0	157

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 Mvmt	NBT	NBRWBLn1	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

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Intersection						
Int Delay, s/veh	5.3					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	27	8	15	6	10	50
Future Vol, veh/h	27	8	15	6	10	50
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	10	19	8	13	54

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	44	0	85 39
Stage 1	-	-	-	-	39 -
Stage 2	-	-	-	-	46 -
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	-	-	1564	-	916 1033
Stage 1	-	-	-	-	983 -
Stage 2	-	-	-	-	976 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1564	-	905 1033
Mov Cap-2 Maneuver	-	-	-	-	905 -
Stage 1	-	-	-	-	983 -
Stage 2	-	-	-	-	964 -

Approach	EB	WB	NB
HCM Control Delay, s	0	5.2	8.8
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	1006	-	-	1564	-
HCM Lane V/C Ratio	0.066	-	-	0.012	-
HCM Control Delay (s)	8.8	-	-	7.3	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.2	-	-	0	-

Intersection												
Int Delay, s/veh	3.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
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	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	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

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	129	0	0	183	0	0	340	334	183	314	314	109
Stage 1	-	-	-	-	-	-	201	201	-	113	113	-
Stage 2	-	-	-	-	-	-	139	133	-	201	201	-
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	1457	-	-	1392	-	-	614	586	859	639	601	945
Stage 1	-	-	-	-	-	-	801	735	-	892	802	-
Stage 2	-	-	-	-	-	-	864	786	-	801	735	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1457	-	-	1392	-	-	577	581	859	635	596	945
Mov Cap-2 Maneuver	-	-	-	-	-	-	577	581	-	635	596	-
Stage 1	-	-	-	-	-	-	795	730	-	886	800	-
Stage 2	-	-	-	-	-	-	815	784	-	795	730	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0.3			0.1			0			11.3		
HCM LOS							A			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	1457	-	-	1392	-	-	718
HCM Lane V/C Ratio	-	0.006	-	-	0.002	-	-	0.205
HCM Control Delay (s)		0	7.5	0	-	7.6	0	11.3
HCM Lane LOS		A	A	A	-	A	A	B
HCM 95th %tile Q(veh)		-	0	-	-	0	-	0.8

Intersection						
Int Delay, s/veh	2.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	13	62	14	55	152	1
Future Vol, veh/h	13	62	14	55	152	1
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	84	84	84	84	84	84
Heavy Vehicles, %	2	7	2	2	2	2
Mvmt Flow	15	74	17	65	181	1

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	281	182	182	0	0
Stage 1	182	-	-	-	-
Stage 2	99	-	-	-	-
Critical Hdwy	6.42	6.27	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.363	2.218	-	-
Pot Cap-1 Maneuver	709	848	1393	-	-
Stage 1	849	-	-	-	-
Stage 2	925	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	700	848	1393	-	-
Mov Cap-2 Maneuver	700	-	-	-	-
Stage 1	838	-	-	-	-
Stage 2	925	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.9	1.5	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1393	-	818	-	-
HCM Lane V/C Ratio	0.012	-	0.109	-	-
HCM Control Delay (s)	7.6	0	9.9	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.4	-	-

Intersection						
Int Delay, s/veh	0.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	TT		T			T
Traffic Vol, veh/h	14	4	194	17	0	79
Future Vol, veh/h	14	4	194	17	0	79
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	88	88	88	88	88	88
Heavy Vehicles, %	2	2	3	2	2	6
Mvmt Flow	16	5	220	19	0	90

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	320	230	0	0	239
Stage 1	230	-	-	-	-
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	673	809	-	-	1328
Stage 1	808	-	-	-	-
Stage 2	934	-	-	-	-
Platoon blocked, %					
Mov Cap-1 Maneuver	673	809	-	-	1328
Mov Cap-2 Maneuver	673	-	-	-	-
Stage 1	808	-	-	-	-
Stage 2	934	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.3	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	699	1328
HCM Lane V/C Ratio	-	-	0.029	-
HCM Control Delay (s)	-	-	10.3	0
HCM Lane LOS	-	-	B	A
HCM 95th %tile Q(veh)	-	-	0.1	0

Intersection						
Int Delay, s/veh	3.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	28	8	44	16	7
Future Vol, veh/h	16	28	8	44	16	7
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	17	30	9	48	17	8

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	83	17	25	0	0
Stage 1	17	-	-	-	-
Stage 2	66	-	-	-	-
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	919	1062	1589	-	-
Stage 1	1006	-	-	-	-
Stage 2	957	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	913	1062	1589	-	-
Mov Cap-2 Maneuver	913	-	-	-	-
Stage 1	1000	-	-	-	-
Stage 2	957	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.8	1.1	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1589	-	1003	-	-
HCM Lane V/C Ratio	0.005	-	0.048	-	-
HCM Control Delay (s)	7.3	0	8.8	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection						
Int Delay, s/veh	3.9					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	18	30	11	34	39	0
Future Vol, veh/h	18	30	11	34	39	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	-	250	-	-	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	33	12	37	42	0

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	103	42	42	0	-	0
Stage 1	42	-	-	-	-	-
Stage 2	61	-	-	-	-	-
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	895	1029	1567	-	-	-
Stage 1	980	-	-	-	-	-
Stage 2	962	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	888	1029	1567	-	-	-
Mov Cap-2 Maneuver	888	-	-	-	-	-
Stage 1	972	-	-	-	-	-
Stage 2	962	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	8.9	1.8	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1567	-	971	-	-
HCM Lane V/C Ratio	0.008	-	0.054	-	-
HCM Control Delay (s)	7.3	-	8.9	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection						
Int Delay, s/veh	4.1					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	20	43	14	25	62	0
Future Vol, veh/h	20	43	14	25	62	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	-	250	-	-	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	22	47	15	27	67	0

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	124	67	67	0	-	0
Stage 1	67	-	-	-	-	-
Stage 2	57	-	-	-	-	-
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	871	997	1535	-	-	-
Stage 1	956	-	-	-	-	-
Stage 2	966	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	862	997	1535	-	-	-
Mov Cap-2 Maneuver	862	-	-	-	-	-
Stage 1	946	-	-	-	-	-
Stage 2	966	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.1	2.6	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1535	-	950	-	-
HCM Lane V/C Ratio	0.01	-	0.072	-	-
HCM Control Delay (s)	7.4	-	9.1	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection						
Int Delay, s/veh	5.9					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	15	27	54	15	27	46
Future Vol, veh/h	15	27	54	15	27	46
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	80
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	19	34	68	19	34	58

Major/Minor	Major1	Major2	Minor1		
Conflicting Flow All	0	0	53	0	191 36
Stage 1	-	-	-	-	36 -
Stage 2	-	-	-	-	155 -
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	-	-	1553	-	798 1037
Stage 1	-	-	-	-	986 -
Stage 2	-	-	-	-	873 -
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	1553	-	763 1037
Mov Cap-2 Maneuver	-	-	-	-	763 -
Stage 1	-	-	-	-	986 -
Stage 2	-	-	-	-	835 -

Approach	EB	WB	NB
HCM Control Delay, s	0	5.8	9.4
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	915	-	-	1553	-
HCM Lane V/C Ratio	0.1	-	-	0.043	-
HCM Control Delay (s)	9.4	-	-	7.4	0
HCM Lane LOS	A	-	-	A	A
HCM 95th %tile Q(veh)	0.3	-	-	0.1	-

Intersection												
Int Delay, s/veh	1.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	32	96	0	0	164	97	0	0	1	16	0	28
Future Vol, veh/h	32	96	0	0	164	97	0	0	1	16	0	28
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	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
Mvmt Flow	36	107	0	0	182	108	0	0	1	18	0	31

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	290	0	0	107	0	0	431	469	107	416	415	236
Stage 1	-	-	-	-	-	-	179	179	-	236	236	-
Stage 2	-	-	-	-	-	-	252	290	-	180	179	-
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	1272	-	-	1484	-	-	535	492	947	547	528	803
Stage 1	-	-	-	-	-	-	823	751	-	767	710	-
Stage 2	-	-	-	-	-	-	752	672	-	822	751	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1272	-	-	1484	-	-	502	477	947	534	512	803
Mov Cap-2 Maneuver	-	-	-	-	-	-	502	477	-	534	512	-
Stage 1	-	-	-	-	-	-	798	728	-	744	710	-
Stage 2	-	-	-	-	-	-	723	672	-	796	728	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	2			0			8.8			10.7		
HCM LOS							A			B		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	947	1272	-	-	1484	-	-	679
HCM Lane V/C Ratio	0.001	0.028	-	-	-	-	-	0.072
HCM Control Delay (s)	8.8	7.9	0	-	0	-	-	10.7
HCM Lane LOS	A	A	A	-	A	-	-	B
HCM 95th %tile Q(veh)	0	0.1	-	-	0	-	-	0.2

Intersection						
Int Delay, s/veh	2.6					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	39	43	129	89	17
Future Vol, veh/h	16	39	43	129	89	17
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	18	43	48	143	99	19

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	348	109	118	0	0
Stage 1	109	-	-	-	-
Stage 2	239	-	-	-	-
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	649	945	1470	-	-
Stage 1	916	-	-	-	-
Stage 2	801	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	626	945	1470	-	-
Mov Cap-2 Maneuver	626	-	-	-	-
Stage 1	884	-	-	-	-
Stage 2	801	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.7	1.9	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1470	-	823	-	-
HCM Lane V/C Ratio	0.033	-	0.074	-	-
HCM Control Delay (s)	7.5	0	9.7	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

Intersection						
Int Delay, s/veh	1.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	23	15	108	21	13	149
Future Vol, veh/h	23	15	108	21	13	149
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	24	16	114	22	14	157

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 Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	755	1448
HCM Lane V/C Ratio	-	-	0.053	0.009
HCM Control Delay (s)	-	-	10	7.5
HCM Lane LOS	-	-	B	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						
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

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	180	62	88	0	0
Stage 1	62	-	-	-	-
Stage 2	118	-	-	-	-
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	810	1003	1508	-	-
Stage 1	961	-	-	-	-
Stage 2	907	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	794	1003	1508	-	-
Mov Cap-2 Maneuver	794	-	-	-	-
Stage 1	942	-	-	-	-
Stage 2	907	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.3	2.4	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1508	-	866	-	-
HCM Lane V/C Ratio	0.019	-	0.038	-	-
HCM Control Delay (s)	7.4	0	9.3	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

Intersection						
Int Delay, s/veh	2.8					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	18	13	36	63	49	20
Future Vol, veh/h	18	13	36	63	49	20
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	-	-	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	14	39	68	53	22

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	199	53	75	0	-	0
Stage 1	53	-	-	-	-	-
Stage 2	146	-	-	-	-	-
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	790	1014	1524	-	-	-
Stage 1	970	-	-	-	-	-
Stage 2	881	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	769	1014	1524	-	-	-
Mov Cap-2 Maneuver	769	-	-	-	-	-
Stage 1	945	-	-	-	-	-
Stage 2	881	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.4	2.7	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1524	-	856	-	-
HCM Lane V/C Ratio	0.026	-	0.039	-	-
HCM Control Delay (s)	7.4	-	9.4	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

Intersection						
Int Delay, s/veh	3.4					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	27	16	48	72	37	25
Future Vol, veh/h	27	16	48	72	37	25
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	-	-	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	29	17	52	78	40	27

Major/Minor	Minor2	Major1		Major2	
Conflicting Flow All	222	40	67	0	0
Stage 1	40	-	-	-	-
Stage 2	182	-	-	-	-
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	766	1031	1535	-	-
Stage 1	982	-	-	-	-
Stage 2	849	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	740	1031	1535	-	-
Mov Cap-2 Maneuver	740	-	-	-	-
Stage 1	949	-	-	-	-
Stage 2	849	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	9.6	3	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1535	-	827	-	-
HCM Lane V/C Ratio	0.034	-	0.057	-	-
HCM Control Delay (s)	7.4	-	9.6	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

**Appendix E**  
**Trip Generation Report**

# Single-Family Detached Housing (210)

Vehicle Trip Ends vs: Dwelling Units  
On a: Weekday

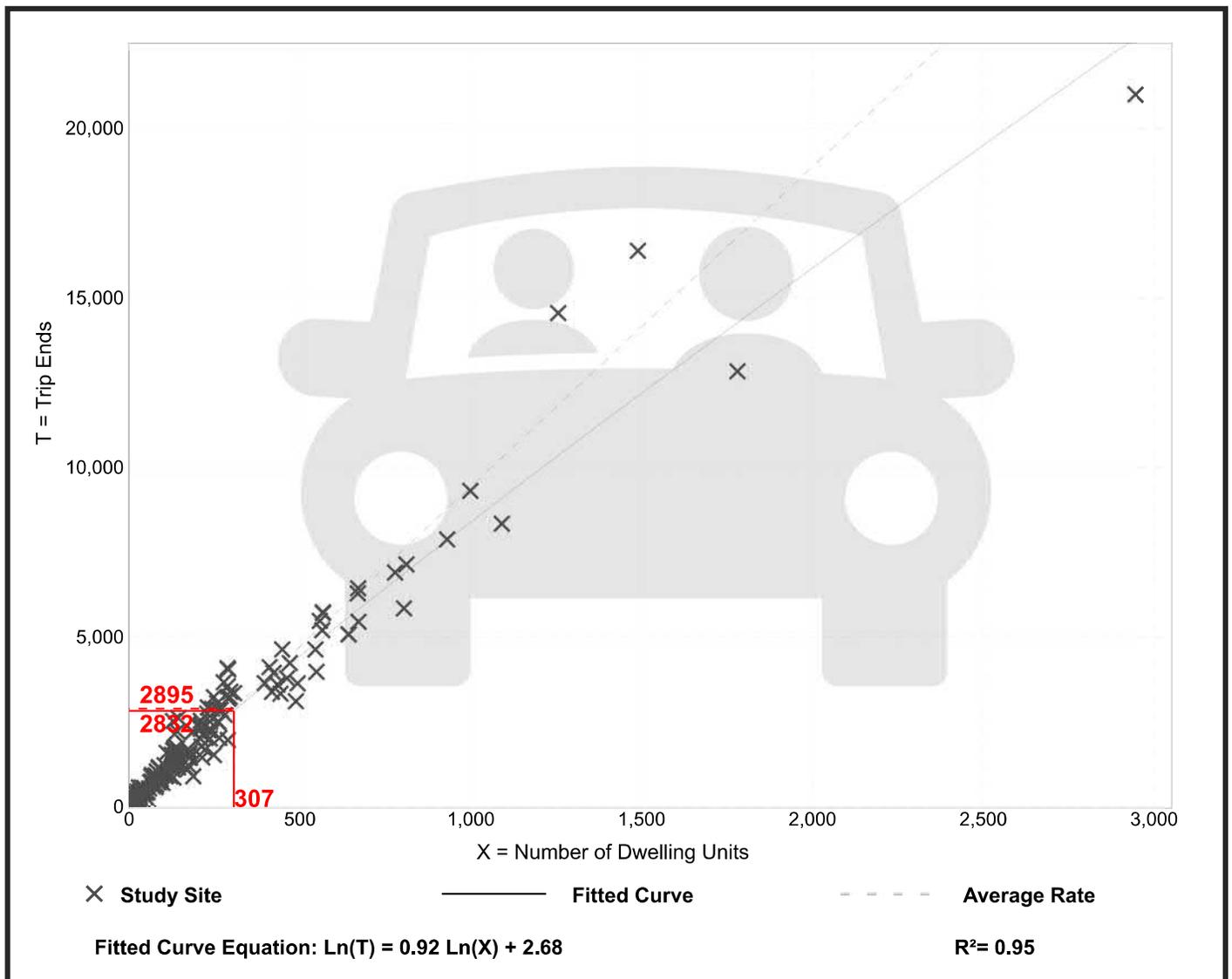
Setting/Location: General Urban/Suburban  
Number of Studies: 174  
Avg. Num. of Dwelling Units: 246  
Directional Distribution: 50% entering, 50% exiting

## Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.43	4.45 - 22.61	2.13

Enter	Exit	Total
1416	1416	2832

## Data Plot and Equation



# Single-Family Detached Housing (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

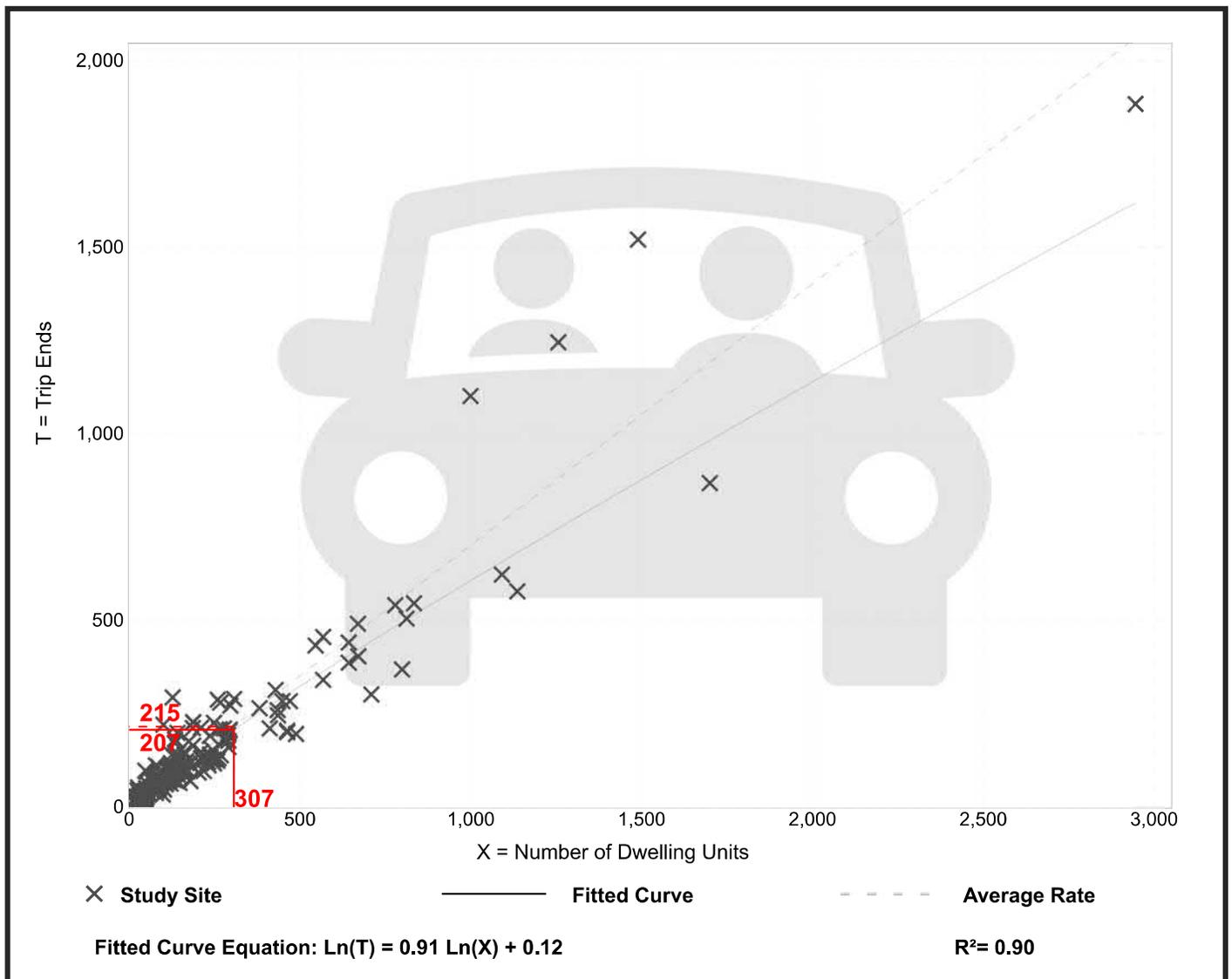
Directional Distribution: 25% entering, 75% exiting

## Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.70	0.27 - 2.27	0.24

Enter	Exit	Total
52	155	207

## Data Plot and Equation



# Single-Family Detached Housing (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

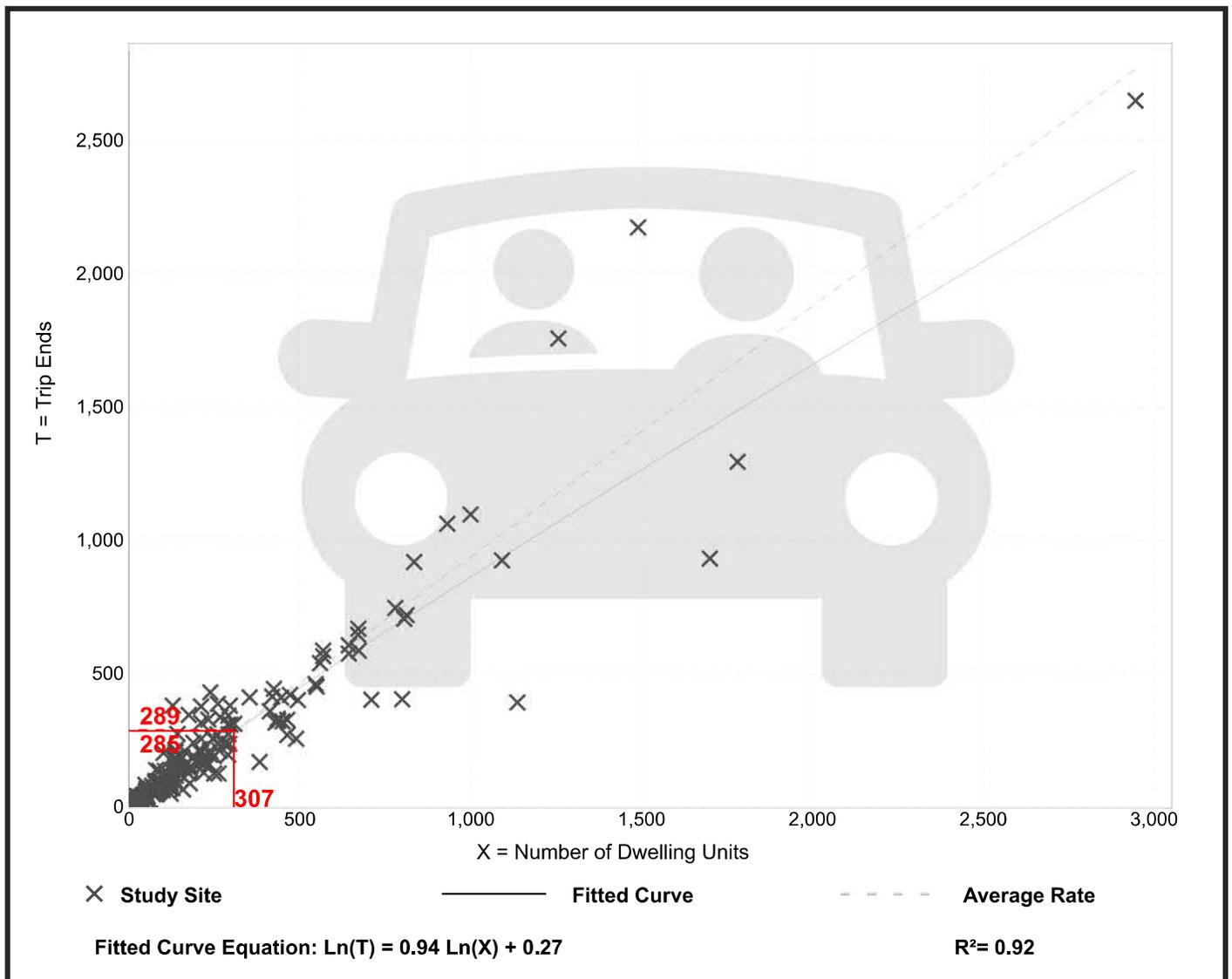
Directional Distribution: 63% entering, 37% exiting

## Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.94	0.35 - 2.98	0.31

Enter	Exit	Total
180	105	285

## Data Plot and Equation



## **Anael Dominguez (CDI: Planning)**

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**From:** Emily McGahee (Environmental Health)  
**Sent:** Tuesday, October 17, 2023 3:28 PM  
**To:** Anael Dominguez (CDI: Planning); Randi Doveton (CDI: Planning)  
**Cc:** Beth Garmon (CDI: Planning); Kelly Hairston (Environmental Health); Chad Harper (Environmental Health)  
**Subject:** 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)

## Anael Dominguez (CDI: Planning)

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**From:** Chavers, Veronica E <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

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**From:** Anael Dominguez (CDI: Planning) <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<sup>th</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

### **CALL TO ORDER**

### **AGENDA REVIEW**

### **APPROVAL OF MINUTES - November 6, 2023**

### **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± 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 | on a 0.46± 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 08065 000003HH | **Proposed Use: detached garage** | \* 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± 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 08065 000003HH | **Proposed Use: detached garage** | \* Commission District 2 | **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 | on a 0.43± 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 10121 000025 | **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± 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. 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± 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 & 10050 000008 | **Proposed use: 307-lot 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<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

\*\*The Planning Commission's recommendation will be forwarded to the Board of Commissioners for final action at a public hearing on **Thursday, January 11, 2024**. The Board will meet at 6:00 p.m. at the Hall County Government Center, 2<sup>nd</sup> Floor Meeting Room, 2875 Browns Bridge Road, Gainesville, Georgia.

Thank you,  
Ana Dominguez  
Planning Commission Clerk  
Hall County Community Development and Infrastructure  
(770) 531-6810 | [www.hallcounty.org](http://www.hallcounty.org)



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Human trafficking impacts every corner of the globe, including our state and local communities. Georgia DOT is committed to end human trafficking in Georgia through education enabling its employees and the public to recognize the

signs of human trafficking and how to react in order to help make a change. To learn more about the warning signs of human trafficking, visit <https://doas.ga.gov/human-resources-administration/human-trafficking-awareness>. To report any suspicious activity, call the Georgia Human Trafficking Hotline at 866-363-4842. Let's band together to end human trafficking in Georgia.



Hall County Government  
COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
PUBLIC WORKS AND UTILITIES

MEMORANDUM

**To:** Randi Doveton, Director of Planning and Development

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

**From:** Bill Nash, Director of Public Works and Utilities

**Date:** October 19, 2023

t: 770.531.6800 | f: 770.531.3945

**Subject:** November 20, 2023 - Hall County Planning Commission Agenda

DIRECTOR  
Srikanth Yamala

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.

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

**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± 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.](#)
  - a. **Engineering:** Show stream buffer and impervious setback from wretched 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 | on a 0.46± 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 08065 000003HH | 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 | on a 0.46± 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 08065 000003HH | 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 | to reduce the rear yard setback requirement from 20 feet to 1 foot | on a 0.43± 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 10121 000025 | Proposed Use: residential addition | \\* 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 | Amend Conditions of PRD | 9-unit townhome development | on a combined 3.89± 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.](#)
  - a. **Engineering:** This site may require a stormwater management report should the site plan indicate the proposed development meets stormwater thresholds for impervious surfaces and/or disturbed acreage.  
Show stream buffer and impervious setback from wretched vegetation not centerline of stream.  
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± 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 & 10050 000008 | Proposed use: 307-lot 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 wretched 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.

## Anael Dominguez (CDI: Planning)

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**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

On #5.( 10033 000001 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](mailto:rswatson@hallcounty.org)



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**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 –

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**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<sup>th</sup>**. Email comments to Randi ([rdoveton@hallcounty.org](mailto:rdoveton@hallcounty.org)) and Ana ([adominguez@hallcounty.org](mailto:adominguez@hallcounty.org)).

**CALL TO ORDER**

**AGENDA REVIEW**

**APPROVAL OF MINUTES - November 6, 2023**

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[\(B\) 5013 Pleasant View Circle | Variance | 17.240.010 | to reduce the rear yard setback from 20 feet to 5 feet | on a 0.46± 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 08065 000003HH | Proposed Use: detached garage | \\* Commission District 2 | Keith E. Hix, applicant.](#)
  
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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± 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 & 10050 000008 | Proposed use: 307-lot detached single-family development | \\*\\* Commission District 2 | Shadow Stone Partners, LLC, applicant.](#)

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\*\*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<sup>nd</sup> 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](http://www.hallcounty.org)



## Anael Dominguez (CDI: Planning)

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**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± 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 & 10050 000008 | Proposed use: 307-lot detached single-family development | \\*\\* 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](http://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± 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 & 10050 000008 | Proposed use: 307-lot detached single-family development | \*\* Commission District 2 | Shadow Stone Partners, LLC, applicant.

Name Jason, Tina, Thomas Black

Address 4092 Leach Rd Gainesville Fla

Name Donald, Dawn, Dylan, Courtney Bruce

Address 4098 Leach Rd Gainesville Fla

Name Cody Bruce Meloney-William Bruce

Address 4804 Willie Robinson Rd Gainesville FLA

Name Austin Ahin

Address 4075 Leach Road

Name Kylan Peck

Address 3840 Leach Road Gainesville FLA 32606

Name KURT MARTIN

Address 3826 LEACH RD

GAINESVILLE 32606

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Name Steve Brock  
Address 3947 Leach Rd 30506 Lt 55 & 56

Name Steve Brock  
Address 3761 Leach Rd Lot 53

Name Steve Brock  
Address 3753 Leach Rd, Lt 54

Name Steve Brock  
Address 3735 Leach Rd. Lt 57

Name \_\_\_\_\_  
Address \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_

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Name Glen Lawson

Address 5019 Willie Robinson Rd, Gainesville, GA

Glen Lawson

Name Ally Lett

Address 5137 COOL SPRINGS RD

Gainesville, GA 30506

Name Jenny Reynolds

Address 5817 Saddle Club Road

Name Joe Hess

Address 5206 H Thomas Rd

Name Kyle Reed

Address 4804 LeDon est

Name William Smutt

Address 3948 Leach Rd Gainesville Ga 30506

Address 3948 Leach Rd Gainesville Ga 30506

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± 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 & 10050 000008 | Proposed use: 307-lot detached single-family development | \*\* Commission District 2 | Shadow Stone Partners, LLC, applicant.**

Name Selena McMillan

Address 3956 Leach Rd  
Gainesville, GA 30506

Name Tim McMillan

Address ~~4000~~ 4000 Leach Rd  
Gainesville GA 30506

Name Ad McMillan

Address 3956 Leach Rd.  
Gainesville GA 30506

Name Bonnie McMillan } Norma McMillan

Address 3954 Leach Rd  
Gainesville Ga 30506

Name JUDITH Pech

Address 3840 Leach Rd  
Gainesville GA 30506

Name Michael Webb

Address 3840 Leach Rd  
Gainesville GA 30506

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± 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 & 10050 000008 | Proposed use: 307-lot detached single-family development | \*\* Commission District 2 | Shadow Stone Partners, LLC, applicant.

Name Paul Williams

Address 3604 Leach Rd  
Gainesville, GA 30506

Name TYLER KLIMMENSEN

Address 4079 LEACH RD  
GAINESVILLE, GA 30506

Name Dewayne England + Teresa ENGLAND

Address 4123 Leach Road  
Gainesville, GA 30506

Name Doyle Robinson

Address 5730 Grant Ford Rd.

Name \*LAUREN BROCK\*

Address 3747 LEACH Rd.  
Gainesville, GA 30506

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

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± 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 & 10050 000008 | Proposed use: 307-lot detached single-family development | \*\* Commission District 2 | Shadow Stone Partners, LLC, applicant.

Name Alex Graddis

Address 3756 Leach Road Gainesville, Ga 30506

Name Natalie Gilbert

Address 3756 Leach Rd. Gainesville Ga 30506

Name Jesus Manzo

Address 3767 Leach Rd Gainesville, GA 30506

Name Gail Breazeale

Address 3734 Kimberly Dr

Gainesville, GA. 30506

Name JONATHAN DOVER

Address 3704 KIMBERLY DR 30506

Name Chanene Dover

Address 3704 Kimberly Dr. Gainesville, GA 30506

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Name Lynn Brooks

Address 4703 Willie Robinson Rd  
Gainesville, Ga 30506

Name DONALD COUCH

Address 4630 WILLIE ROBINSON RD, GAINESVILLE GA 30506

Name Danielle M. Nash & Zach Wojcik

Address 3840 Red Bird Cir  
Gainesville, GA 30506

Name William Weatherford

Address 3844 Red Bird Circle  
Gainesville, Ga. 30506

Name Tammy Smith

Address 3802 Leach Rd Gainesville 30506

Name Keanna Mapp

Address 3729 Leach Rd  
Gainesville, GA 30506

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Name Madge Young  
Address 5709 Saddle Club Rd

Name Alex Young  
Address 5709 Saddle Club Rd

Name Jessica & Jennifer Lunitz  
Address 5755 Saddle Club Rd

Name Jaden M. Payne  
Address 5726 Grant Ford Rd.

Name James M. Martin  
Address 5726 Grant Ford Rd.

Name Stacey Robinson  
Address 5734 Grant Ford

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Name Paula Mote

Address 4124 Leach Rd 30506

Name Jim masor

Address 4118 Leach Rd 30506

Name Laura masor

Address 4118 Leach Rd 30506

Name Nikki Thomson

Address 4089 Leach Rd. 30506

Name Jahima Markw

Address 3826 Leach Rd Gainesville GA  
30506

Name Ashley Winkler

Address 3816 Leach Rd

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Name Sheila Roberts

Address 3713 Leach Rd Gainesville Ga 30506

Name Bill Freeman

Address 3742 Leach Circle  
Gainesville Ga. 30506

Name Cindy Ashby

Address 3760 Leach Dr  
Gainesville, GA 30506

• Name DONALD W. GUTHRIE

Address 3739 LEACH CIRCLE  
GAINESVILLE, GA. 30506

Name DANA BRYANT

Address 3832 LEACH ROAD  
GAINESVILLE GA 30506

Name Sheryl Williams

Address 3604 Leach Rd.  
Gainesville, GA 30506

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± 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 & 10050 000008 | Proposed use: 307-lot detached single-family development | \*\* Commission District 2 | Shadow Stone Partners, LLC, applicant.

Name Jerry Beum

Address 3940 Leach Rd

Name DONALD C. STRINGS

Address 3944 Leach Rd.

Name Brittany Moody

Address 3946 Leach Rd

Name Shane Denmon

Address 3936 Leach Rd,

Name Wanda Elliott

Address 5306 Cool Springs Rd.

Name Wanda Elliott

Address 5342 Elliott xing

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Name Matyina Vega

Address 4710 - Willie Robinson Rd.  
Gainesville Ga 30506

Name Billy Martin

Address 4710 - Willie Robinson Rd  
Gainesville GA. 30506

Name Brian Pace

Address 4135 Leach Road  
Gainesville GA 30506

Name Josh Mote

Address 4118, Leach Rd 30506

Name Michelle Mote

Address 4118 Leach Rd 30506

Name Jacob Mote

Address 4124 Leach Rd 30506

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Name Jessica Kleinhardt

Address 5111 Elrod Rd.  
Gainesville GA 30506

Name Shontema Johnson

Address 404A Hidden hollow terrace, Gainesville GA  
30506

Name Virginia Martin

Address 5355 Elliott Crossing  
Gainesville, ga. 30306

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

# ZONING NOTICE

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

APPLICANT: KEITH COOK

REQUEST:  
REZONE FROM AR-III & R-1 TO PRD FOR  
307-LOT SINGLE-FAMILY SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION  
Date: Nov. 20, 2023

Time: 5:15 p.m.

COUNTY COMMISSION  
Date: Jan. 11, 2024

Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

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

APPLICANT: KEITH COOK

REQUEST: REZONE FROM AR-III & R-1 TO PRD FOR 307 LOT SINGLE-FAMILY SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION  
Date: Nov. 20, 2023

Time: 5:15 p.m.

COUNTY COMMISSION  
Date: Jan. 11, 2024

Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 2875 BROWN'S BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



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APPLICANT: KEITH COOK

REQUEST: REZONE FROM AR-III & R-1 TO PRD FOR 307-LOT SINGLE-FAMILY SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

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Date: Jan. 11, 2024

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307-LOT SINGLE-FAMILY SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSIONS  
Date: Nov 20, 2023

COUNTY COMMISSION  
Date: Jan 11, 2024

Time: 5:15 p.m.

Time: 6:00 p.m.

HALL COUNTY GOVERNMENT CENTER, 875 BROWNS BRIDGE ROAD, CAINEVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809

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

APPLICANT: KEITH COOK

REQUEST: REZONE FROM AR-III & R-1 TO PRD FOR 307-LOT SINGLE-FAMILY SUBDIVISION

PUBLIC HEARINGS WILL BE HELD ON:

PLANNING COMMISSION  
Date: Nov 20, 2023

COUNTY COMMISSION  
Date: Jan 11, 2024

Time: 5:15 p.m.

Time: 6:00 p.m.

&

HALL COUNTY GOVERNMENT CENTER, 307 BROWNS BRIDGE ROAD, GAINESVILLE, GA

FOR MORE INFORMATION CALL: (770) 531-6809



## AGENDA ITEM

### Public Defender

---

**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 and Dawson Counties which facilitates sharing the cost of two positions 50/50.

---

#### Meetings:

**Work Session Date:** 01/08/24

**Voting Meeting Date:** 01/11/24

#### Executive Summary:

**Presenter:** HBM  
**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 position, and a Investigator position.

#### 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.

#### 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.

#### Options:

<b>Funding Requested</b>	\$ 110,430.05
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	General Fund
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
IC	BM	EW	WG
<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>	
WLI	CR	AO	

---

**Attachments:**

Financial Supplement

IGA



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

**AGENDA ITEM 692/2023**

**Funds Requested:** \$ 110,430.05

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

General Fund

Yes

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2024	100-GENERAL FUND	2800-PUBLIC DEFENDER	336002- INTERGOVERNMENTAL REIMBURSE	\$55,215.03
2025	100-GENERAL FUND	2800-PUBLIC DEFENDER	336002- INTERGOVERNMENTAL REIMBURSE	\$55,215.02

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** IC

**Phone:** 7707185523

**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<sup>st</sup> 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

DAWSON COUNTY, GEORGIA

ATTEST:

BY: \_\_\_\_\_  
Billy Thurmond, Chairman  
Dawson County Board of Commissioners

\_\_\_\_\_  
Kristen Cloud, County Clerk

HALL COUNTY, GEORGIA

ATTEST:

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

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

ATTACHMENT A TO INTERGOVERNMENTAL AGREEMENT  
 BETWEEN  
 HALL AND DAWSON COUNTIES

	Salaries	Health Ins.	Life Ins.	Retirement	FICA	Workers Comp.	TOTAL
<b>Assist. Public Defender I</b>	\$ 105,829.36	\$ 21,063.24	\$ 399.84	\$ 8,466.35	\$ 8,095.95	\$ 1,121.00	\$ 144,975.73
<b>Investigator</b>	\$ 67,812.42	\$ 278.52	\$ 128.52	\$ 1356.25	\$ 5,187.65	\$ 1,121.00	\$ 75,884.36
<b>TOTAL</b>							<b>\$ 220,860.09</b>
<b>HALF COST FOR DAWSON</b>							<b>\$ 110,430.05</b>

4 quarterly installments :

\$ 27,607.51



## AGENDA ITEM

### Public Works and Utilities

---

**REPORT TO:** Work Session (01/08/24)

**REPORT TO:** Voting Meeting (01/11/24)

**ITEM NO:** 706/2023

**SUBJECT:** 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

**Voting Meeting Date:** 01/11/24

#### Executive Summary:

**Presenter:** BN  
**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 09094 000001 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.

#### 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.

#### Facts and Issues:

The Resolution authorizes acquisition of the property by negotiated settlement or, in the event that negotiations fail, condemnation.

#### Options:

**Funding Requested**

\$ 25,875.00

**Are funds within current budget?**

Yes

**Source of Funds**

SPLOST VII

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

No

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

Yes

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

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
WS	BN	EW	WG
<b>Attorney</b>	<b>Administration</b>		<b>Clerk</b>
WLI	CR		AO

**Attachments:**

- Financial Supplement
- Declaration - Parcel 28
- Resolution - Parcel 28
- Declaration - Parcel 29
- Resolution - Parcel 29



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

**AGENDA ITEM 706/2023**

**Funds Requested:** \$ 25,875.00

**Request Budgeted:** Yes

**Proposed Source of Funding:**

**Budget Transfer Requested:**

SPLOST VII

No

**Funding Source Items:**

<b>Fiscal Year</b>	<b>Fund</b>	<b>Division</b>	<b>Account</b>	<b>Amount</b>
2024	323-SPLOST VII	4971-ENGINEERING	541100-LAND	\$25,875.00

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770-531-6800

IN THE SUPERIOR COURT FOR THE COUNTY OF HALL  
STATE OF GEORGIA

HALL COUNTY, GEORGIA, )

Petitioner-Condempnor, )

VS. )

CIVIL ACTION  
FILE NO. \_\_\_\_\_

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 )  
09094 000001 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: )

(PARCEL NO. 29)

That certain Right of Way shown on the )  
Project Plans for Parcel 29, containing 0.053 )  
acre, more or less; )

DECLARATION OF TAKING

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; )  
 )  
**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 **\$10,100.00** 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF COMMISSIONERS OF  
HALL COUNTY, GEORGIA**

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

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

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)*

**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 09094 000001 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.

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**HALL COUNTY BOARD OF  
COMMISSIONERS**

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Richard Higgins, Chairman

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ATTEST:

Jennifer Rivera, County Clerk

(SEAL)

Approved as to form:

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County Attorney

William J. Linkous, III

**Attachment 1**

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

<b>STATE OF GEORGIA</b>	<b>PROJECT: CAGLE ROAD IMPROVEMENTS, PARCEL 28</b>
<b>COUNTY OF HALL</b>	<b>TAX MAP #: 09094 000001</b>
<b>OWNER: AEROSPACE SCIENCE FOUNDATION, INC.</b>	<b>4401 CAGLE ROAD</b>

All that tract or parcel of land lying and being in Land Lots 94, 95, and 98 of the 9<sup>th</sup> 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-of-way 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)**

<b>STATE OF GEORGIA</b>	<b>PROJECT: CAGLE ROAD IMPROVEMENTS, PARCEL 28</b>
<b>COUNTY OF HALL</b>	<b>TAX MAP #: 09094 000001</b>
<b>OWNER: AEROSPACE SCIENCE FOUNDATION, INC.</b>	<b>4401 CAGLE ROAD</b>

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°08'31" 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°57'24" East, 151.47 feet to a point 35.00 feet left of station 141+97.71;

THENCE North 67°56'21" East, 105.08 feet to a point 35.00 feet left of station 143+02.80;

THENCE South 55°06'41" 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°44'34" East, 173.49 feet to a point 2.02 feet left of station 140+39.84;

THENCE (6) North 11°08'31" 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)**

<b>STATE OF GEORGIA</b>	<b>PROJECT: CAGLE ROAD</b>
<b>COUNTY OF HALL</b>	<b>IMPROVEMENTS, PARCEL 28</b>
<b>OWNER:</b>	<b>TAX MAP #: 09094 000001</b>
<b>AEROSPACE SCIENCE</b>	<b>4401 CAGLE ROAD</b>
<b>FOUNDATION, INC.</b>	

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°03'26" East, 53.01 feet to a point 54.90 feet left of station 146+65.12;

THENCE South 0°02'35" 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°31'26" East, 122.83 feet to a point 30.00 feet left of station 147+84.67;

THENCE South 76°49'37" East, 265.33 feet to a point 30.00 feet left of station 150+50.00;

THENCE North 13°10'23" 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°38'25" East, 298.59 feet to a point 35.00 feet left of station 153+58.75;

THENCE South 1°32'24" 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°56'00" East, 453.77 feet to a point 30.00 feet left of station 158+30.93;

THENCE North 29°41'11" West, 25.93 feet to a point 55.92 feet left of station 158+30.40;

THENCE North 61°42'30" East, 32.01 feet to a point 55.23 feet left of station 158+64.29;

THENCE South 29°41'11" 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°35'19" East, 34.40 feet to a point 30.00 feet left of station 158+96.29;

THENCE North 57°39'40" 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°10'50" 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°33'29" West, 310.62 feet to a point 3.97 feet right of station 156+78.19;

THENCE South 76°56'09" 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°53'57" West, 144.61 feet to a point 7.23 feet right of station 152+34.17;

THENCE North 68°44'03" 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°46'08" West, 88.05 feet to a point 5.59 feet left of station 150+86.65;

THENCE South 89°19'42" 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°25'13" West, 135.27 feet to a point 21.80 feet right of station 148+45.91;

THENCE North 64°01'15" 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**

**(Legal Description of Temporary Easement for the Construction of a Driveway)**

<b>STATE OF GEORGIA</b>	<b>PROJECT: CAGLE ROAD IMPROVEMENTS, PARCEL 28</b>
<b>COUNTY OF HALL</b>	<b>TAX MAP #: 09094 000001</b>
<b>OWNER: AEROSPACE SCIENCE FOUNDATION, INC.</b>	<b>4401 CAGLE ROAD</b>

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°08'31" West, 37.81 feet to a point 72.35 feet left of station 140+50.93;

THENCE North 76°38'59" East, 134.01 feet to a point 54.50 feet left of station 141+85.75;

THENCE North 66°52'22" East, 167.86 feet to a point 57.73 feet left of station 143+52.86;

THENCE South 41°15'35" West, 44.98 feet to a point 37.45 feet left of station 143+13.55;

THENCE South 55°06'17" West, 11.03 feet to a point 35.00 feet left of station 141+97.71;

THENCE (6) South 67°56'21" 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°57'24" 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)**

<b>STATE OF GEORGIA</b>	<b>PROJECT: CAGLE ROAD IMPROVEMENTS, PARCEL 28</b>
<b>COUNTY OF HALL</b>	<b>TAX MAP #: 09094 000001</b>
<b>OWNER: AEROSPACE SCIENCE FOUNDATION, INC.</b>	<b>4401 CAGLE ROAD</b>

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°56'53" East, 117.98 feet to a point 69.74 feet left of station 147+00.37;

THENCE South 71°52'36" East, 83.73 feet to a point 57.16 feet left of station 147+76.48;

THENCE South 84°14'49" East, 93.11 feet to a point 69.13 feet left of station 148+68.16;

THENCE South 75°15'53" East, 153.95 feet to a point 64.93 feet left of station 150+22.06;

THENCE South 52°10'21" East, 51.67 feet to a point 43.38 feet left of station 150+69.02'

THENCE South 83°39'51" East, 265.21 feet to a point 46.69 feet left of station 153+46.04;

THENCE North 64°43'38" East, 58.52 feet to a point 69.40 feet left of station 154+03.32;

THENCE South 80°35'59" East, 38.10 feet to a point 59.78 feet left of station 154+42.73;

THENCE North 77°38'30" East, 254.13 feet to a point 52.06 feet left of station 157+12.61;

THENCE North 2°43'30" West, 27.20 feet to a point 77.72 feet left of station 157+22.26;

THENCE North 76°42'44" East, 103.19 feet to a point 55.92 feet left of station 158+30.40;

THENCE South 29°41'11" 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°56'00" West, 453.77 feet to a point 30.00 feet left of station 153+58.75;

THENCE North 1°32'24" 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°38'25" West, 298.59 feet to a point 36.40 feet left of station 150+50.00;

THENCE South 13°10'23" West, 6.40 feet to a point 30.00 feet left of station 150+50.00;

THENCE North 76°49'37" 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°31'26" West, 122.83 feet to a point 30.00 feet left of station 146+66.63;

THENCE North 0°02'35" East, 24.95 feet to a point 54.90 feet left of station 146+65.12;

THENCE North 89°03'26" 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°46'58" 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**

**(Legal Description of Temporary Easement for the Construction of a Driveway)**

<b>STATE OF GEORGIA</b>	<b>PROJECT: CAGLE ROAD IMPROVEMENTS, PARCEL 28</b>
<b>COUNTY OF HALL</b>	<b>TAX MAP #: 09094 000001</b>
<b>OWNER: AEROSPACE SCIENCE FOUNDATION, INC.</b>	<b>4401 CAGLE ROAD</b>

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°41'11" West, 25.23 feet to a point 55.23 feet left of station 158+64.29;

THENCE North 65°05'04" East, 199.00 feet to a point 30.00 feet left of station 160+63.39;

THENCE South 57°39'40" 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°35'19" 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**

**(Legal Description of Temporary Easement for the Construction of a Driveway)**

<b>STATE OF GEORGIA</b>	<b>PROJECT: CAGLE ROAD IMPROVEMENTS, PARCEL 28</b>
<b>COUNTY OF HALL</b>	<b>TAX MAP #: 09094 000001</b>
<b>OWNER: AEROSPACE SCIENCE FOUNDATION, INC.</b>	<b>4401 CAGLE ROAD</b>

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°56'06" East, 55.97 feet to a point 58.62 feet left of station 165+00.00;

THENCE North 78°47'37" 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°49'36" East, 166.94 feet to a point 53.38 feet left of station 167+24.45;

THENCE North 76°51'36" East, 275.55 feet to a point 52.99 feet left of station 170+00.00;

THENCE South 78°08'08" East, 55.21 feet to a point 29.59 feet left of station 170+50.00;

THENCE South 76°27'42" 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°39'47" West, 34.96 feet to a point 29.42 feet left of station 169+97.26;

THENCE South 76°51'52" 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°49'53" West, 167.72 feet to a point 32.89 feet left of station 165+56.90;

THENCE South 78°47'53" 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

---

JENNIFER RIVERA  
Clerk of the Board of Commissioners of  
Hall County, Georgia.

(SEAL OF HALL COUNTY)

IN THE SUPERIOR COURT FOR THE COUNTY OF HALL  
STATE OF GEORGIA

HALL COUNTY, GEORGIA, )

Petitioner-Condempnor, )

VS. )

CIVIL ACTION  
FILE NO. \_\_\_\_\_

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 )  
09094 000001 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: )

(PARCEL NO. 29)

That certain Right of Way shown on the )  
Project Plans for Parcel 29, containing 0.053 )  
acre, more or less; )

DECLARATION OF TAKING

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; )**  
**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 **\$10,100.00** 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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**BOARD OF COMMISSIONERS OF  
HALL COUNTY, GEORGIA**

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

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

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)*

**RESOLUTION**

**(Parcel No. 29)**

**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 09094 000001 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.

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**HALL COUNTY BOARD OF  
COMMISSIONERS**

---

Richard Higgins, Chairman

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ATTEST:

Jennifer Rivera, County Clerk

(SEAL)

Approved as to form:

---

County Attorney

William J. Linkous, III

**Attachment 1**

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

<b>STATE OF GEORGIA</b>	<b>PROJECT: CAGLE ROAD IMPROVEMENTS, PARCEL 29</b>
<b>COUNTY OF HALL</b>	<b>TAX MAP #: 09094 000001</b>
<b>OWNER: AEROSPACE SCIENCE FOUNDATION, INC.</b>	<b>4401 CAGLE ROAD</b>

All that tract or parcel of land lying and being in Land Lots 94, 95, and 98 of the 9<sup>th</sup> 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-of-way 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)**

<b>STATE OF GEORGIA</b>	<b>PROJECT: CAGLE ROAD IMPROVEMENTS, PARCEL 29</b>
<b>COUNTY OF HALL</b>	<b>TAX MAP #: 09094 000001</b>
<b>OWNER: AEROSPACE SCIENCE FOUNDATION, INC.</b>	<b>4401 CAGLE ROAD</b>

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°10'50" 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°29'21" East, 201.05 feet to a point 5.82 feet right of station 163+48.18;

THENCE North 78°47'53" 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°49'53" East, 169.74 feet to a point 30.18 feet right of station 167+24.50;

THENCE North 76°51'52" 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°19'06" West, 50.23 feet to a point 35.00 feet right of station 167+00.00;

THENCE South 76°46'50" 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  $67^{\circ}13'15''$  West, 320.53 feet to a point 35.00 feet right of station 161+82.72;

THENCE South  $57^{\circ}39'40''$  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)**

<b>STATE OF GEORGIA</b>	<b>PROJECT: CAGLE ROAD</b>
<b>COUNTY OF HALL</b>	<b>IMPROVEMENTS, PARCEL 29</b>
<b>OWNER:</b>	<b>TAX MAP #: 09094 000001</b>
<b>AEROSPACE SCIENCE</b>	<b>4401 CAGLE ROAD</b>
<b>FOUNDATION, INC.</b>	

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°19'42" 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°46'47" East, 65.14 feet to a point 51.25 feet right of station 151+63.04;

THENCE South 68°44'03" 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°51'01" 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°29'18" West, 136.40 feet to a point 68.00 feet right of station 151+01.96;

THENCE North 76°49'37" 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)**

<b>STATE OF GEORGIA</b>	<b>PROJECT: CAGLE ROAD IMPROVEMENTS, PARCEL 29</b>
<b>COUNTY OF HALL</b>	<b>TAX MAP #: 09094 000001</b>
<b>OWNER: AEROSPACE SCIENCE FOUNDATION, INC.</b>	<b>4401 CAGLE ROAD</b>

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°19'43" East, 44.43 feet to a point 68.00 feet right of station 150+38.78;

THENCE South 76°49'37" 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°29'18" 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°00'55" East, 168.64 feet to a point 72.87 feet right of station 153+87.41;

THENCE North 76°56'09" East, 274.41 feet to a point 60.80 feet right of station 156+45.09;

THENCE South 62°32'42" West, 144.93 feet to a point 94.12 feet right of station 155+14.07;

THENCE South 87°49'01" West, 246.20 feet to a point 86.44 feet right of station 152+87.88;

THENCE South 11°52'57" West, 12.56 feet to a point 98.83 feet right of station 152+86.02;

THENCE North 76°34'02" West, 71.37 feet to a point 87.71 feet right of station 152+21.52;

THENCE North  $77^{\circ}12'52''$  West, 59.79 feet to a point 82.62 feet right of station 151+66.62;

THENCE North  $76^{\circ}18'21''$  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)**

<b>STATE OF GEORGIA</b>	<b>PROJECT: CAGLE ROAD</b>
<b>COUNTY OF HALL</b>	<b>IMPROVEMENTS, PARCEL 29</b>
<b>OWNER:</b>	<b>TAX MAP #: 09094 000001</b>
<b>AEROSPACE SCIENCE</b>	<b>4401 CAGLE ROAD</b>
<b>FOUNDATION, INC.</b>	

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°47'22" East, 12.33 feet to a point 48.29 feet right of station 160+05.51;

THENCE North 42°10'50" East, 49.79 feet to a point 35.00 feet right of station 160+53.50;

THENCE North 57°39'40" 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°13'15" East, 320.53 feet to a point 35.00 feet right of station 165+16.42;

THENCE North 76°46'50" East, 183.58 feet to a point 35.00 feet right of station 167+00.00;

THENCE North 71°19'06" East, 50.23 feet to a point 30.22 feet right of station 167+50.00;

THENCE North 76°51'52" East, 154.21 feet to a point 30.44 feet right of station 169+04.21;

THENCE South 63°32'01" West, 242.43 feet to a point 86.00 feet right of station 166+68.24;

THENCE South 70°03'08" West, 54.11 feet to a point 92.34 feet right of station 166+14.50;

THENCE North 82°42'30" West, 78.44 feet to a point 64.85 feet right of station 165+41.03;

THENCE South 74°22'40" West, 210.72 feet to a point 55.21 feet right of station 163+18.34;

THENCE South 57°28'15" West, 229.29 feet to a point 64.65 feet right of station 160+81.17;

THENCE South 66°13'46" 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 \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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JENNIFER RIVERA  
Clerk of the Board of Commissioners of  
Hall County, Georgia.

(SEAL OF HALL COUNTY)



## AGENDA ITEM

### Public Works and Utilities

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**REPORT TO:** Work Session (01/08/24)

**REPORT TO:** Voting Meeting (01/11/24)

**ITEM NO:** 721/2023

**SUBJECT:** 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.

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#### Meetings:

**Work Session Date:** 01/08/24

**Voting Meeting Date:** 01/11/24

#### 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.

**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 GDOT's 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.

**Options:**

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.

**Funding Requested**

\$ 0.00

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

**Approvals:**

<b>Submit</b>	<b>Approve</b>	<b>Budget</b>	<b>Finance</b>
BN	BN	EW	WG
<b>Attorney</b>	<b>Administration</b>		<b>Clerk</b>
WLI	CR		AO

**Attachments:**

GDOT request letter for response letter  
 Hall County Response Letter  
 Hall County Response Letter Attachment



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

**AGENDA ITEM 721/2023**

**Funds Requested:** \$ 0.00

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:**

No

**Funding Source Items:**

**Budget Transfer Items:**

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:** 770 531-6800



**Russell R. McMurry, P.E., Commissioner**  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

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

*KWN:CAR*

KWN:CAR:kww

Attachment: Latest Hall County Construction Cost Estimate submitted 9/5/2023

cc: Meg Pirkle, P.E. Chief Engineer  
Matt Markham, Deputy Director of Planning  
Kelvin Mullins, District 1 Engineer  
Kimberly W. Nesbitt, State Program Delivery Administrator

<u>COST EST AMTS</u>			<u>STIP AMOUNTS</u>		
PE	\$1,412,885.18	12/9/22	Activity	Cost	Fund
ROW	\$20,763,000.00	12/6/18	PE	\$0.00	HB170
CST	\$35,637,685.01	7/7/22	PE	\$52,000.00	L200
UTL	\$2,066,777.00	5/8/23	PE	\$0.00	LOC
			ROW	\$22,874,000.00	LOC
			CST	\$30,627,271.69	HB170
			UTL	\$664,598.00	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 were reviewed, an increase of 35% in total cost is due to unit price increases overall, there were some final quantity increases due to final plan preparations completed, a 5% contingency was included since the project is new construction.

## Interoffice Memo

**FILE**

PI NUMBER	PI 0003626	PROJECT DESCRIPTION	SARDIS RD CONN FM SR 60 TO SARDIS RD NEAR CHESTATEE RD Hall County
OFFICE	Program Delivery		
DATE	August 31 2023		

**From:** Kimberly W. Nesbitt, State Program Delivery Administrator

*Charles Palm for*

**To:** Erik Rohde, P.E., State Project Review Engineer  
via email Mailbox: [CostEstimatesandUpdates@dot.ga.gov](mailto:CostEstimatesandUpdates@dot.ga.gov)

**Subject:** REVISIONS TO PROGRAMMED COSTS

<b>Project Manager:</b>	Kesha Wynn
<b>Management Let Date:</b>	4/19/2024
<b>Management Right of Way Date:</b>	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 (T-Pro Without Inflation)	Last Estimate Date	Revised Cost Estimate
CONSTRUCTION	\$35,637,685.01	07/07/2022	\$48,312,894.37
RIGHT OF WAY			
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 were 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
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Printed Name:	Geoffrey Donald
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Title:	Sr Project Manager
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Signature:	
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Date:	8/31/2023
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**FOR PROJECTS WITH A LOCAL SPONSOR**

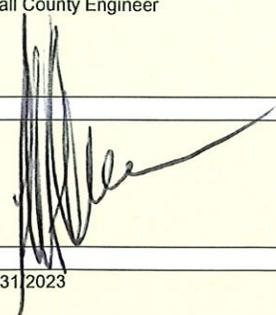
If the project has a local sponsor, the project manager should ensure that the local authority completes the following validation indicating that it has reviewed the construction cost estimate and whether it is in concurrence with the construction costs presented.

Please select the appropriate validation below upon review of the cost estimate:

- I acknowledge that I have reviewed the project construction cost estimate and concur with the costs presented.
- 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-concurrence.	
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Local Authority Name and Title:	Frank Miller, Hall County Engineer
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Local Authority Signature:	
----------------------------	---

Date:	8/31/2023
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**Project Cost Estimate**

Processed on: 8/31/2023 4:43:24 PM

<b>Concept Name:</b>	0003626	<b>Cost Estimate Name:</b>	0003626
<b>Concept Description:</b>	SARDIS RD CONN FM SR 60 TO SARDIS RD NEAR I	<b>Adhoc Pricing Total:</b>	\$0.00
<b>Spec Year:</b>	21	<b>Typical Section Total:</b>	\$0.00
<b>Item History:</b>	BHP-ALL	<b>Estimate Total:</b>	\$42,612,235.99
<b>Cost Estimate Phase:</b>	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

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	Amount
0155	204-0001	766	CY	8.50	CHANNEL EXCAVATION	\$6,511.00
0175	207-2003	400	CY	46.75	IMPERFECT TRENCH BKFILL MATL, TP III	\$18,700.00
0250	441-0302	6	EA	1,624.00	CONC SPILLWAY, TP 2	\$9,744.00
0295	500-3002	1069	CY	1,093.73	CLASS AA CONCRETE	\$1,169,197.92
0315	500-3200	1200	CY	265.71	CLASS B CONCRETE	\$318,851.66
0325	500-3900	5	CY	1,656.36	CLASS B CONCRETE, INCL REINF STEEL	\$8,281.79
0330	501-2001	687	LB	20.90	STR STEEL	\$14,356.47
0335	511-1000	112182	LB	1.45	BAR REINF STEEL	\$163,147.40
0400	550-3618	36	EA	1,027.18	SAFETY END SECTION 18 IN, SIDE DRAIN, 6:1 SLOPE	\$36,978.57

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

0200 - Drainage

Line Number	Item	Quantity	Units	Price	Description	Amount
0765	668-4311	76	LF	579.47	STORM SEWER MANHOLE, TP 1, ADDL DEPTH, CL 1	\$44,040.02
0770	668-5000	1	EA	4,724.06	JUNCTION BOX	\$4,724.06
0880	999-3125	1	L S	120,000.00	RETENTION POND	\$120,000.00
0200 Total						\$8,554,212.38

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

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						\$1,058,792.56

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

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

0610 Total	\$140,632.04
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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	L S	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

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						\$131,624.23

**ADHOC PRICING FOR CONCEPT NAME 0003626**

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TYPICAL SECTIONS FOR CONCEPT NAME 0003626

**TOTALS FOR CONCEPT NAME 0003626**

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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:	

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# Preconstruction Status Report

**PI NUMBER:** 0003626      **SARDIS RD CONN FM SR 60 TO SARDIS RD NEAR CHESTATEE RD**  
**COUNTY:** Hall      **SPONSOR:** Hall County      **MEASURE:** E  
**LENGTH(MI):** 3.42      **MPO:** Gainesville      **DESIGN FIRM:** WSP USA, Inc.  
**PROJ NO:** STP00-0003-00 (626)      **TIP#:** GH-016      **PRIORITY CD:**  
**PROJ MGR:** Wynn, Kesha      **MODEL YR:** 2015      **DOT DIST:** 1  
**AOHD INITIALS:** CAR      **TYPE WORK:** Widening      **CONG. DIST:** 009  
**OFFICE:** Program Delivery      **CONCEPT:** WIDEN & RECONST      **COMPLETE STREETS:** B  
**CONSULTANT:** Local Design, Local PE funds      **PROG TYPE:** Reconstruction/Rehabilitation

**BASELINE LET DT:** 11/1/22      **MGMT LET DT:** 4/19/24      **PRINT DATE:** 09/05/23  
**SCHED LET DT:** 5/2/24      **MGMT ROW DT:** 7/15/19      **PAGE:** 1  
**LIGHTING TYP:** None      **WHO LETS?:** Prepare Plans for Shelf  
**ENV DOC TYPE:** GEPA      **LET WITH:** 0

**Project Manager**

1. Not on BL schd for Apr24 LET-PCRF to shift to FY25 due to Consult & ROW acq delays; design changes-reduce ROW impacts/costs & WFI-MSE wall. Escalation Memo 7/3/23.
2. FFPR Req Dec 2023-FFPR 1/2024.
3. UTL-On Sched. Rev.2nd sub.-Charter upd. reloc outstanding-FTS on 4/27/23; UTL Cost Est update \$2,066,777 aprv'd 5/8/23.
4. ROW; Not on sched. 163 parcels; Negot. 1, Closed: 155 (10 GDOT; 145 Hall Co) Closing: 8; Condemn Pend: 1 (5 GDOT) Condemn 3 (3 Hall Co)
5. ENV-Behind Schd-subcontract executed 6/9/23. 404(IP 34)& PCN to USACE 4/27/23.

BASE START	BASE FINISH	TASKS	ACTUAL START	ACTUAL FINISH	EXPECTED FINISH	%
10/7/06	9/28/11	Concept Development Summary	10/7/06	9/28/11		100
10/23/07	10/23/07	Concept Meeting	10/23/07	10/23/07		100
2/18/11	2/18/11	PM Submit Concept Report	2/18/11	2/18/11		100
9/28/11	9/28/11	Management Concept Approval Complete	9/28/11	9/28/11		100
3/16/11	8/30/11	VE Study Summary	3/16/11	8/30/11		100
10/25/18	11/8/18	Public Information Open House Advertisement (with steps)	10/25/18	11/8/18		100
11/15/18	11/15/18	Public Information Open House Held	11/15/18	11/15/18		100
11/8/17	5/17/19	Environmental Document Approval Summary (11412 through 18100)	11/8/17	5/17/19		100
11/8/17	8/21/20	Environmental Resource Identification Summary	11/8/17	8/21/20		100
11/8/17	11/15/17	Receive Environmental Study Area Layout / Start Environmental Studies	11/8/17	11/15/17		100
11/19/18	11/19/18	Receive Preliminary Plans to Begin Technical Studies	11/19/18	11/19/18		100
3/28/11	5/24/12	Database Summary	3/28/11	5/24/12		100
3/9/18	5/22/19	Preliminary Roadway Plans (consultant design)	3/9/18	5/22/19		100
8/20/18	5/28/19	Request/Receive Utilities First Submission/SUE Coordination	8/20/18	5/28/19		100
1/8/20	2/5/20	Request/Receive Constructability Review	1/8/20	2/5/20		100
7/30/12	8/16/19	UST and HW Summary	7/30/12	8/16/19		100
5/28/19	5/28/19	PM Request PFPR	5/28/19	5/28/19		100
5/31/19	6/3/19	PFPR Request (OES)	5/31/19	6/3/19		100
7/9/19	7/10/19	PFPR Inspection	7/9/19	7/10/19		100
7/15/19	8/19/19	PM Submits PFPR Responses to OES	7/15/19	8/19/19		100
8/19/19	10/18/19	ROW Plans Preparation	8/19/19	10/18/19		100
11/18/19	1/2/20	ROW Plans Final Approval	11/18/19	1/2/20		100
9/17/19	10/7/19	L & D Approval	9/17/19	10/7/19		100
12/4/19	6/20/22	ROW Acquisition Summary	12/4/19			100
1/14/20	1/14/20	ROW Authorization	1/14/20	1/14/20		100
10/28/11	4/18/13	Soil Survey Summary	10/28/11	4/18/13		100
3/15/22	3/15/22	Submit Plans to Environmental for Permit Applications				0
9/19/19	3/7/22	Final Construction Plans	9/19/19			100
4/17/20	7/8/20	Request/Receive Utilities Second Submission	4/17/20	7/8/20		100
2/16/21	4/12/21	Wall Plans Preparation	2/16/21	4/12/21		100
3/29/22	7/28/22	404 and Buffer Variance (BV) Permits LOE	6/29/22			5
3/28/22	3/28/22	PM Request FFPR				0
4/25/22	4/25/22	FFPR Inspection				0
5/4/22	5/17/22	PM Submits FFPR Responses to OES				0
8/12/22	8/12/22	Submit Final Plans				0

Phase	Approved	Proposed	Lump Yr	Program	Cost	Fund	Status	Date Auth
PE	2023	2023			\$18,000.00	HB170	AUTHORIZED	11/5/10
PE	2011	2011			\$94,885.18	L200	AUTHORIZED	11/5/10
PE				LOCL	\$1,300,000.00	LOC	AUTHORIZED	11/5/10
ROW	2021	2021			\$20,763,000.00	LOC	AUTHORIZED	
CST	2024	2026			\$37,818,996.43	HB170	PRECST	
UTL	2024	2026			\$2,193,280.29	LOC	PRECST	

	COST EST AMTS		STIP AMOUNTS	
PE	\$1,412,885.18	12/9/22	Activity	Cost
ROW	\$20,763,000.00	12/6/18	PE	\$0.00
CST	\$35,637,685.01	7/7/22	PE	\$52,000.00
UTL	\$2,066,777.00	5/8/23	PE	\$0.00
			ROW	\$22,874,000.00
			CST	\$30,627,271.69
			UTL	\$664,598.00

KWW 8/31/23

**ROW/LET Status Comments**

Not on BL sched for Apr 2024 LET. FFPR Req. Dec 2023. FFPR 1/2024. A PCRF is anticipated to shift to FY 2025 due to Consultant/ROW acq delays; plan redesign; WFI for MSE wall. Signed Escalation Memo 7/3/23. UTL-On Sched. Rev.2nd sub-Charter updated reloc outstanding-FTS issued 4/27/23; UTL Cost Est update \$2,066,777 aprv'd 5/8/23. ROW ; Not on sched. 163 parcels; Negot. 1, Closed: 155 (10 GDOT; 145 Hall Co) Closing: 8; Condemn Pend: 1 (5 GDOT) Condemn 3 (3 Hall Co)

KWW 8/31/23

**DPM Comments**

NOT ON SCHEDULE for Let Date due to design changes to avoid RW impacts/costs... PCRF being corrected by PM; Let Date shifted to Apr-24 (incl waiver fm Bridge) will submit to OPC NLT 7/11/23  
 \*DESIGN - FFPR pkg delayed due to design changes (new request date Sept-23)  
 \*RW acq ongoing (GDOT acquiring 15 parcels and Hall acquiring remainder-see PM notes above)...includes 2 Relocs  
 \*ENV - permits pending submission for SBV and 404; USACE parcel - add'l scope negot between LG and Consultant  
 \*UTL no updates until after FFPR (1 utl outstanding...FTS)

**Bridge :** DDF 8/28/23 WSP - SARDIS ROAD CONNECTOR WALLS PL SENT OUT 8/25/23 - RESUBMITTAL 8/22/23 - COMMENTS SENT OUT 7/11/23 - REC'D 5/4/23  
**Design :** 1)Designer Contact: Geoffrey Donald-WSP geoffrey.donald@wsp.com/(404)364-2656  
 2)Local Contact: Frank Miller-Hall County fmiller@hallcounty.org/(770)531-6800  
**EIS :** On Sched MGT April 2024 Let|Will Cert by 29Feb2024|SF - no doc|Jackson/Cox 29August2023  
**EMG :** RECST/REHAB (WIDENING); PE BY COUNTY  
**Engr Services :** VE Impl Letter Approved 8/30/11.  
 EAR Cost estimate update: CST rcvd 5/3/19; returned markups to PM 5/13/19; KYP CST V2 rcvd 6/10/19; submitted for approval 6/12/19. UTL sub for apvl 6/28/19. CST rcvd 6/11/20; sub for apvl 7/1/20. UTL rcvd 8/4; sub for apvl 8/7/20. CST rcvd 6/3/21; sub for apvl 6/14/21. UTL rcvd 8/16/21; sub for apvl 8/17/21. CST rcvd 6/21/22; sub for apvl 7/7/22. UTL rcvd 4/26/23; sub for apvl 5/8/23.  
 WDT: 28MAY2019 received PFPR request.  
 MJS: 15JUL2019 Sent out PFPR Report.  
 MJS: 19AUG2019 Accepted PFPR Responses.  
**LGPA :** REV PFA SGN HALL DO ROW|UTIL|100% PE >\$52K & 100% CST >\$56,476,681.24 3-9-11.  
**Office Heads :** 10/23/17 Approved for GDOT let per Chief as long as the plans are clean. AVS 11/27/17 PCRF appvd  
**PDD :** Dec01 LR: assigned Road Design  
**Planning :** Traffic completed for (2024/2044) & (2026/2046) on 9/20/2018  
**Prog. Develop :** PE & CST STIP AMENDMENT #15 6-2010|PE & RW STIP AMENDMENT #19 11-2010  
**Programming :** STATE FUNDED NON-BANK PROJECT|#1 12-2015|#2 8-2016|PE FV 12-2020|PE 1625 1-2023  
**ROW :** ASU:Concur 4/17/24 LET FJW 4-12-23;Concur 11/22 LET FJW 11-22-21;Concur 7/22 LET FJW 3-16-20; 9 on-system parcels tr 1-6-2020;Unmarked grave found in ROW announced @ ROW Status FJW 10-25-18; 30 months per KTA|15 parcels are located on SR 60 trr;Will miss BSLN locals behind on ROW acquisition trr;  
**STIP :** Widen fm 2 to 4- accommodate existing and future traffic demands- reduce crash frequency and severity.  
**Traffic Op :** CAH|PE BY CNSLTNT OR IN-HOUSE?|021403  
**UST :** Phase II 6-1-12, IR-8-26-15  
**Utility :** RBO; On schedule 08/30/23; Revised 2nd Sub to PM 8 of 9 (Charter FTS 04/27/23); Current estimate to PM 11/30/22; FTS to Charter. Loc coord for 1st/2nd/RE costs. GDOT coord rev 2nd sub, permits, and agreements.

<b>Pre Parcel CT</b>	159	<b>Total Parcel in ROW System:</b>	15	<b>Cond Field:</b>	0	<b>Acquired by:</b>	LOC	<b>DEEDS CT:</b>	13
<b>Under Review</b>	1	<b>Options Pending:</b>	1	<b>Relocations:</b>	2	<b>Acquisition MGR:</b>	Byers, Kim (LOC)		
<b>Released</b>	14	<b>Condemnations – Pend:</b>	0	<b>Acquired:</b>	13	<b>ROW Cert Date:</b>			



# Hall County Government

BOARD OF COMMISSIONERS

January 11, 2024

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

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COUNTY ADMINISTRATOR  
**Katie Crumley**

ASSISTANT  
COUNTY ADMINISTRATOR  
**Casey Ramsey**

COUNTY CLERK  
**Jennifer Rivera**

Georgia Department of Transportation  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308

RE: Construction Funding Commitments  
SARDIS RD CONN FM SR 60 TO SARDIS RD NEAR CHESTATEE RD  
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 well-being 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.

Sincerely,

A handwritten signature in black ink, appearing to read "Angela Robinson".

Angela Robinson,  
Financial Management Administrator

AR: rm

Enclosure

c: Bob Rogers  
Todd McDuffie – District 1  
Kim Coley – District 1  
Allen Ferguson – District 1  
Jeff Baker – Utilities  
Kevin McInturff

**AGREEMENT**  
**BETWEEN**  
**DEPARTMENT OF TRANSPORTATION**  
**STATE OF GEORGIA**  
**AND**  
**HALL COUNTY**  
**FOR**  
**SARDIS ROAD CONNECTOR FROM SR 60 TO SARDIS ROAD NEAR**  
**CHESTATEE ROAD**

This Framework Agreement is made and entered into this 9<sup>th</sup> day of March, 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, ¶I(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 re-identified 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.

l. 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' existing 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 conflicts 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 GOVERNMENT 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 in-house 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.

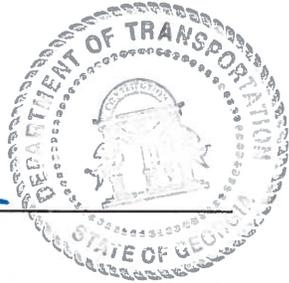
DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT NAME

BY: *Vann C. Smith*  
Commissioner

BY: *Tom Oliver*  
Tom Oliver  
Commission Chair

ATTEST: *[Signature]*  
Treasurer



Signed, sealed and delivered this 10<sup>th</sup> day of February, 2011, in the presence of:

*Jessica D. York*  
Witness

*Tania Gallman*  
Notary Public



This Agreement approved by Local Government, the 10<sup>th</sup> day of February, 2011.

Attest *Heather B. Coggins*  
*Heather B. Coggins, Commission Clerk*  
Name and Title

FEIN: 58-6000836

**ATTACHMENT "A"**  
**PI No. 0003626, Hall County**

Project (PI#, Project #, Description)	Preliminary Engineering		Right of Way			Construction		Utility Relocation	
	Funding	PE Activity by	*Funding of Real Property	Acq. by	Acq. Fund by	*Funding by	Letting by	Utility Funding by	Railroad Funding by
PI No. 0003626, STP00-0003- 00(626), Sardis Road Connector from SR 60 to Sardis Road near Chestatee Road	L200 (80%)Federal (\$41,600.00) (20%) State (\$10,400.00) (0%) LCL GOV (\$0) (GDOT Review) > (\$52,000.00) 100% Local	Local Gov.	(100%) LCL GOV	Local Gov.	Local Gov.	(80%) Federal (\$45,181,344.99) (20%) State (\$11,295,336.25) (0%) LCL GOV (\$0) >(\$56,476,681.24) 100% Local Gov.	GDOT	100% Local Gov.	100% Local Gov.

Note: Maximum allowable GDOT participating amounts for PE category shall be shown above. Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated. \*R/W and Construction amounts shown are estimates for budget planning purposes only.

**ATTACHMENT "B"**  
**PI No. 0003626, Hall County**

**Proposed Project Schedule**

<b>Environmental Phase</b>					
<b>Concept Phase</b>					
<b>Preliminary Plan Phase</b>					
<b>Right of Way Phase</b>					

<b>Deadlines for Responsible Parties</b>	<b>Execute Agreement</b>	<b>February/2011</b> (Approve Concept)	<b>March/2012</b> (Approve Env. Document)	<b>September/2012</b> (Authorize Right of Way funds)	<b>July/2015</b> (Authorize Const. funds)
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**Annual Reporting Requirements**

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

### Public Works and Utilities

**REPORT TO:** Work Session (01/08/24)

**REPORT TO:** Voting Meeting (01/11/24)

**ITEM NO:** 1/2024

**SUBJECT:** 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                      **Voting Meeting Date:** 01/11/24

**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 of GA, Inc. of Athens, GA in the amount of \$998,740.00

**History:** Waste Pro of GA, Inc. is a vendor in good standing with the County.

**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 from December 18, 2023 through June 30, 2024 via Amendment #001 and the attached PO # 20240800

**Options:**

<b>Funding Requested</b>	\$ 998,740.00
<b>Are funds within current budget?</b>	No
<b>Source of Funds</b>	Solid Waste
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	2024-01-02

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
AP	BN	BN	AP
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
EW	WG	WLI	CR
<b>Clerk</b>			
AO			

**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

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Solid Waste

Yes

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2024	540-SOLID WASTE FUND	4520-SOLID WASTE/DISPOSAL	521000-PROFESSIONAL SERVICES	\$998,740.00

**Budget Transfer Items:**

Fiscal Year	Fund	Division	Account	Amount
2024	540-SOLID WASTE FUND	4530-LANDFILL	521000-PROFESSIONAL SERVICES	\$-137,217.00
2024	540-SOLID WASTE FUND	4530-LANDFILL	531270-FUEL	\$-70,000.00
2024	540-SOLID WASTE FUND	4530-LANDFILL	541400-INFRASTRUCTURE	\$-622,544.00
2024	540-SOLID WASTE FUND	4520-SOLID WASTE/DISPOSAL	511101-PART-TIME SALARIES	\$-27,403.00
2024	540-SOLID WASTE FUND	4520-SOLID WASTE/DISPOSAL	521000-PROFESSIONAL SERVICES	\$857,164.00

**Additional Information/Comments:**

**Contact for Questions:** BN

**Phone:**

770-531-6800



# Hall County Government

FINANCIAL SERVICES

CONTRACT FOR SERVICES

STATE OF GEORGIA  
COUNTY OF HALL

CONTRACT # 023-42

## Amendment #001

For the provision of Additional  
EMERGENCY WASTE-REFUSE  
COLLECTION SERVICES

POST OFFICE DRAWER 1435  
GAINESVILLE, GA 30503

t: 770.535.8270 | f: 770.531.6711

DIRECTOR  
Wesley Geddings

### 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

**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

**CONTRACTOR’S CONTACT INFO**

Michael Viers  
Division Manager  
Waste-Pro Athens  
1405 Danielsville Rd  
Athens, GA 30601  
[mviers@wasteprousa.com](mailto:mviers@wasteprousa.com)  
(706) 410-5385

**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]

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

WASTE-PRO OF GA, INC

HALL COUNTY, GEORGIA

By: Michael Viers  
Print Name: Michael Viers  
Title: Division Manager

By: Zach Propes  
Zach Propes, County Administrator  
Hall County Administration

Date: 12/15/2023

Sworn to and subscribed before me this  
13 Day of December, 2023

Attestment: Jennifer Rivera  
County Clerk



Notary Public: [Signature]

Approved as to Form  
William J. Linkous III  
William J. Linkous III, County Attorney

Notary commission expires: 07/06/25

[Locus Sigilli - Seal or Stamp]

Katelyn Sexton  
NOTARY PUBLIC  
Walton County, GEORGIA  
My Commission Expires 07/06/2025



# EXHIBIT B - PROPOSAL



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](mailto:mviers@wasteprousa.com) | [www.wasteprousa.com](http://www.wasteprousa.com)

cc: Contract File

State of Georgia  
County of Hall

Contract #023-42-1

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.

Subscribed and sworn to in our presence this 25<sup>th</sup> day of May, 2023

\_\_\_\_\_  
Notary Public  
Commission expires: 3/17/2027

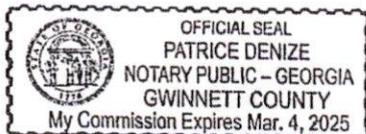


Hall County, Georgia

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

Subscribed and sworn to in our presence this 14 day of APRIL, 2023

\_\_\_\_\_  
Notary Public  
Commission expires: 03/04/2025



Waste Pro of GA., Inc.

By: \_\_\_\_\_  
Bob Wolk  
Director of Government Relations

## 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](mailto:rwolk@wasteprousa.com)

Contact: Mike Viers, Site Manager, Phone: 706-227-3222, Email: [mviders@wasteprousa.com](mailto:mviders@wasteprousa.com)

Contact: Lori Gaddy, Office Mgr, Phone: 706-227-3222, Email: [lgaddy@wasteprousa.com](mailto:lgaddy@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.

37. 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.

**023-42 - Waste-Refuse Collection Services**

**Revised: June 10, 2022**

ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY 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 cu. 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 2314 Murphy Blvd Gainesville, GA 30504	One weekly pick-up and vendor furnishing one 8 cu. 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 cu. 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 127 Main Street 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 cu. 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 Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. 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

## 023-42 - Waste-Refuse Collection Services

Revised: June 10, 2022

ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE
13	Agriculture Center 1855 Calvary Church Road Gainesville, GA 30507	Two weekly pick-ups and vendor furnishing three 8 cu. 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 cu. 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 5867 Blackjack Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. 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 2859 Browns Bridge Road Gainesville GA 30504 <i>Accessed via: 2912 Florence Drive</i>	One weekly pick-up and vendor furnishing one 8 cu. 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 cu. yd. container	\$31.50	\$136.40
22	Hall County Sheriff South Precinct 7345 Cody Drive 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 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 cu. yd. containers	\$252.00	\$1,091.16

## 023-42 - Waste-Refuse Collection Services

Revised: June 10, 2022

ITEM NO.	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 cu. 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 cu. 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 cu. 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 cu. 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 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 cu. 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 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 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 cu. yd. container	\$21.00	\$90.93
34	Fire Station #12 4890 Winder Hwy Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
35	Fire Station #13 2709 Sardis Rd Gainesville, GA 30503	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93

**023-42 - Waste-Refuse Collection Services**

**Revised: June 10, 2022**

<b>ITEM NO.</b>	<b>LOCATION</b>	<b>SERVICE DESCRIPTION</b>	<b>WEEKLY PRICE</b>	<b>MONTHLY PRICE</b>
36	Fire Station #14 7065 Dove Point Lane Hoschton, GA 30548	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
37	Fire Station #15 4219 Autry Spur Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
38	Fire Station #16 4209 Shirley Rd Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
39	Extra Containers: Solid Waste at any location if found to be necessary	One weekly pick-up of 8 cu. yd. container	\$42.00	\$181.86
40	Extra Containers: Recyclable Cardboard at any location if found to be necessary	One weekly pick-up of 8 cu. yd. container	\$56.00	\$242.48
			<b>MONTHLY TOTAL</b>	<b>\$13,154.56</b>
			<b>ANNUAL TOTAL</b>	<b>\$157,854.72</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA LLC. 1560 Sawgrass Corporate Pkwy, Suite 300 Sunrise, FL 33323	<b>CONTACT NAME:</b> Susan Vignone <b>PHONE (A/C, No, Ext):</b> 813-207-6371 <b>E-MAIL ADDRESS:</b> susan.b.vignone@marsh.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
CN105058554-GAWU-23-24	<b>INSURER A :</b> Greenwich Insurance Company	22322
<b>INSURED</b> Waste Pro USA, Inc. 2101 W. SR 434, Suite #305 Longwood, FL 32779	<b>INSURER B :</b> XL Insurance America, Inc.	24554
	<b>INSURER C :</b> N/A	N/A
	<b>INSURER D :</b> XL Specialty Insurance Company	37885
	<b>INSURER E :</b> N/A	N/A
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** ATL-005683013-01      **REVISION NUMBER:** 5

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

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GEC300138205	11/22/2023	11/22/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAE943788406 SIR: \$1,000,000	11/22/2023	11/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B D	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)    N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RWD300138006 (AOS) RWE943549706 (FL, GA) (SIR: \$600,000 FL) (\$750,000 GA)	11/22/2023 11/22/2023	11/22/2024 11/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

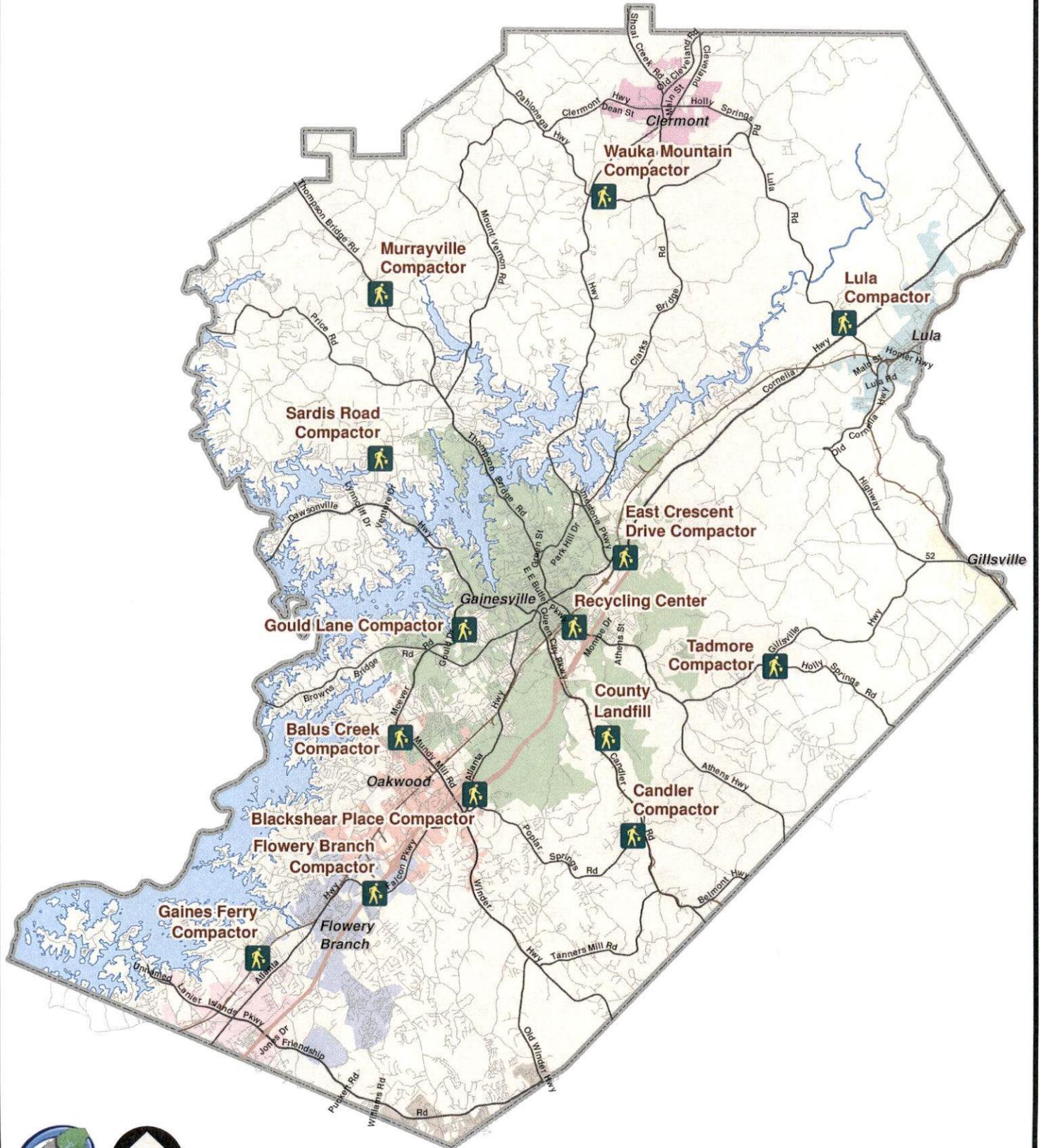
<b>CERTIFICATE HOLDER</b> Hall County, GA dba Hall County Board of Commissioners Attn: Sherrisse Chastina 2875 Browns Bridge Rd Gainesville, GA 30504	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Marsh USA LLC</i>
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# ATTACHMENT #01

## SOLID WASTE LOCATIONS MAP

RFQ/P #43-043 Augmented Staffing Services for CDL Drivers



Date: 12/22/2022



**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.



IFB 023-42 Waste-Refuse Collection Services Annual C			Waste Pro of GA Athens, GA		PROPOSED 5% FY 2024 PRICING	
ITEM NO.	LOCATION	SERVICE DESCRIPTION	WEEKLY PRICE	MONTHLY PRICE	WEEKLY 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	\$228.90	\$954.77
2	Courthouse Annex Building 116 Spring Street Gainesville, GA 30501	Five weekly pick-ups and vendor furnishing 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 furnishing one 8 cu. 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 Comella 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 cu. 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 8488 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 30505	One weekly pick-up and vendor furnishing one 8 cu. 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 cu. 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 cu. 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 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
16	Cherokee Bluffs 5867 Blackjack Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
17	Spout Springs Water Reclamation 6818 Spout Springs Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86	4.5.78	\$190.95
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 2859 Browns Bridge Road Gainesville GA 30504 <i>Accessed via: 2912 Florence Drive</i>	Twice weekly pick-up and vendor furnishing one 8 cu. yd. container	\$84.00	\$363.72	\$91.65	\$381.91
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	\$34.34	\$143.22
21	Sheriff's Dept Training Center 2684 Allen Creek Rd Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40	\$34.34	\$143.22
22	Hall County Sheriff South Precinct 7345 Cody Drive Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. 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 cu. 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 cu. 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 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
	Fire Station - Maintenance Shop	One weekly pick-up and				

26	2801 Allen Creek Rd Gainesville, GA 30507	vendor furnishing two. 8 cu. 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 furnishing one 4 cu. 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 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 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
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	\$45.78	\$190.95
32	Fire Station #9 5050 Poplar Springs Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
33	Fire Station #10 5608 Hwy 52 Gillsville, GA 30543	One weekly pick-up and vendor furnishing one 4 cu. 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 Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. 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 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 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 cu. 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 cu. 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 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
41	Extra Containers: Recyclable Car at any location if found to be necessary	One weekly pick-up of 8 cu. yd. container	\$56.00	\$242.48	\$61.04	\$254.98
			<b>MONTHLY TOTAL</b>	<b>\$12,730.22</b>	<b>FY24 Monthly Total</b>	<b>\$13,813.17</b>
			<b>ANNUAL TOTAL</b>	<b>\$152,762.64</b>	<b>FY24 Annual Total</b>	<b>\$165,758.04</b>

**RECOMMENDED AWARD:**



Hall County Board of Commissioners

Financial Services
PO Drawer 1435
Gainesville, GA 30503

PURCHASE ORDER

Fiscal Year 2024 Page 1 of 1

PURCHASE ORDER DETAILS

Purchase Order Number 20240800

Purchase Order Date 01/02/2024

Department SOLID WASTE/DISPOSAL

Bill To
Please send all invoices to
accounts payable@hallcounty.org

Ship To
HALL COUNTY LANDFILL
1700 OAKBROOK DRIVE
GAINESVILLE, GA 30507

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

Table with 7 columns: VENDOR PHONE NUMBER, VENDOR EMAIL, VENDOR NUMBER, REQUISITION NUMBER, REQUISITIONER NAME, BUYER NAME, DELIVERY REFERENCE. Row 1: 706-227-3222, 12211, 9242635, Carlos Martinez, Mike Hawkins

NOTES

WASTE HAULING 12/18-6/30

Table with 7 columns: ITEM #, DESCRIPTION, QUANTITY, UOM, UNIT PRICE, EXTENDED PRICE. Row 1: 1, WASTE HAULING FOR COMPACTOR SITES, 1.0000, EACH, \$998,740.0000, \$998,740.00

Shipment of goods or delivery of services resulting from this Purchase Order constitutes acceptance by the Supplier of the Terms and Conditions of the Purchase Order. Not to exceed amount without written change order.

Approver Name: munis

Approval Date: 01/02/2024

Handwritten signature: Andy Penick

Authorized Signature

Purchase Order Total \$998,740.00

## 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 deemed 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 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

cc: Contract File

State of Georgia  
County of Hall

Contract #023-42-1

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.

Subscribed and sworn to in our presence this 25th day of May, 2023

Notary Public

Commission expires: 3/17/2025



Hall County, Georgia

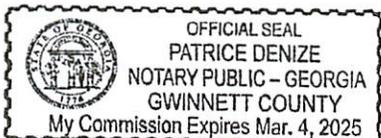
By: [Signature]

Richard Higgins, Chairman  
Board of Commissioners

Subscribed and sworn to in our presence this 14 day of April, 2023

Notary Public

Commission expires: 03/04/2025



Waste Pro of GA., Inc.

By: [Signature]

Bob Walk  
Director of Government Relations

**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.



<b>IFB 023-42 Waste-Refuse Collection Services Annual C</b>			<b>Waste Pro of GA Athens, GA</b>		<b>PROPOSED 5% FY 2024 PRICING</b>	
<b>ITEM NO.</b>	<b>LOCATION</b>	<b>SERVICE DESCRIPTION</b>	<b>WEEKLY PRICE</b>	<b>MONTHLY PRICE</b>	<b>WEEKLY PRICE</b>	<b>MONTHLY PRICE</b>
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	\$228.90	\$954.77
2	Courthouse Annex Building 116 Spring Street Gainesville, GA 30501	Five weekly pick-ups and vendor furnishing 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 furnishing one 8 cu. 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 cu. 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 cu. 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 cu. 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 cu. 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 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
16	Cherokee Bluffs 5867 Blackjack Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
17	Spout Springs Water Reclamation 6818 Spout Springs Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86	4.5.78	\$190.95
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 2859 Browns Bridge Road Gainesville GA 30504 <i>Accessed via: 2912 Florence Drive</i>	Twice weekly pick-up and vendor furnishing one 8 cu. yd. container	\$84.00	\$363.72	\$91.65	\$381.91
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	\$34.34	\$143.22
21	Sheriff's Dept Training Center 2684 Allen Creek Rd Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 6 cu. yd. container	\$31.50	\$136.40	\$34.34	\$143.22
22	Hall County Sheriff South Precinct 7345 Cody Drive Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. 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 cu. 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 cu. 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 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
	Fire Station - Maintenance Shop	One weekly pick-up and				

26	2801 Allen Creek Rd Gainesville, GA 30507	vendor furnishing two 8 cu. 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 furnishing one 4 cu. 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 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 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
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	\$45.78	\$190.95
32	Fire Station #9 5050 Poplar Springs Road Gainesville, GA 30507	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$21.00	\$90.93	\$22.89	\$95.48
33	Fire Station #10 5608 Hwy 52 Gillsville, GA 30543	One weekly pick-up and vendor furnishing one 4 cu. 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 Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. 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 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 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 cu. 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 cu. 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 cu. yd. container	\$42.00	\$181.86	\$45.78	\$190.95
41	Extra Containers: Recyclable Gar at any location if found to be nece	One weekly pick-up of 8 cu. yd. container	\$56.00	\$242.48	\$61.04	\$254.98
			<b>MONTHLY TOTAL</b>	<b>\$12,730.22</b>	<b>FY24 Monthly Total</b>	<b>\$13,813.17</b>
			<b>ANNUAL TOTAL</b>	<b>\$152,762.64</b>	<b>FY24 Annual Total</b>	<b>\$165,758.04</b>

**RECOMMENDED AWARD:**



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  
Wes Geddings

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:

Annual Contract       New       Renewal

Prior Year's Spend: \$152,763.00

Price Increase Requested      Increase Percentage: 9%

Project/Service Contract      Awarded Amount: OPEN

Product Contract      Awarded Amount: \$0

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](mailto:rwolk@wasteprousa.com)

Contact: Mike Viers, Site Manager, Phone: 706-227-3222, Email: [mviders@wasteprousa.com](mailto:mviders@wasteprousa.com)

Contact: Lori Gaddy, Office Mgr, Phone: 706-227-3222, Email: [lgaddy@wasteprousa.com](mailto:lgaddy@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.

37. 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.

**023-42 - Waste-Refuse Collection Services**

**Revised: June 10, 2022**

<b>ITEM NO.</b>	<b>LOCATION</b>	<b>SERVICE DESCRIPTION</b>	<b>WEEKLY PRICE</b>	<b>MONTHLY PRICE</b>
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 cu. 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 2314 Murphy Blvd Gainesville, GA 30504	One weekly pick-up and vendor furnishing one 8 cu. 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 cu. 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 127 Main Street 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 cu. 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 Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. 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

**023-42 - Waste-Refuse Collection Services**

**Revised: June 10, 2022**

<b>ITEM NO.</b>	<b>LOCATION</b>	<b>SERVICE DESCRIPTION</b>	<b>WEEKLY PRICE</b>	<b>MONTHLY PRICE</b>
13	Agriculture Center 1855 Calvary Church Road Gainesville, GA 30507	Two weekly pick-ups and vendor furnishing three 8 cu. 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 cu. 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 5867 Blackjack Road Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 8 cu. 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 2859 Browns Bridge Road Gainesville GA 30504 <i>Accessed via: 2912 Florence Drive</i>	One weekly pick-up and vendor furnishing one 8 cu. 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 cu. yd. container	\$31.50	\$136.40
22	Hall County Sheriff South Precinct 7345 Cody Drive 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 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 cu. yd. containers	\$252.00	\$1,091.16

**023-42 - Waste-Refuse Collection Services**

**Revised: June 10, 2022**

<b>ITEM NO.</b>	<b>LOCATION</b>	<b>SERVICE DESCRIPTION</b>	<b>WEEKLY PRICE</b>	<b>MONTHLY PRICE</b>
25	Emergency Operation Center 470 Crescent Drive 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 Gainesville, GA 30507	One weekly pick-up and vendor furnishing two 8 cu. 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 cu. 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 cu. 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 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 cu. 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 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 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 cu. yd. container	\$21.00	\$90.93
34	Fire Station #12 4890 Winder Hwy Flowery Branch, GA 30542	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
35	Fire Station #13 2709 Sardis Rd Gainesville, GA 30503	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93

**023-42 - Waste-Refuse Collection Services**

**Revised: June 10, 2022**

<b>ITEM NO.</b>	<b>LOCATION</b>	<b>SERVICE DESCRIPTION</b>	<b>WEEKLY PRICE</b>	<b>MONTHLY PRICE</b>
36	Fire Station #14 7065 Dove Point Lane Hoschton, GA 30548	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
37	Fire Station #15 4219 Autry Spur Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 4 cu. yd. container	\$21.00	\$90.93
38	Fire Station #16 4209 Shirley Rd Gainesville, GA 30506	One weekly pick-up and vendor furnishing one 8 cu. yd. container	\$42.00	\$181.86
39	Extra Containers: Solid Waste at any location if found to be necessary	One weekly pick-up of 8 cu. yd. container	\$42.00	\$181.86
40	Extra Containers: Recyclable Cardboard at any location if found to be necessary	One weekly pick-up of 8 cu. yd. container	\$56.00	\$242.48
			<b>MONTHLY TOTAL</b>	<b>\$13,154.56</b>
			<b>ANNUAL TOTAL</b>	<b>\$157,854.72</b>

**Waste Hauling Cost Worksheet**

12/18/2023

<b>Schedule</b>	<b>Cost Per Haul</b>	<b>Ave Hauls</b>	<b>Cost</b>
Waste Hauling Services - Weekdays*	\$ 245.00	3,671	\$ 899,395.00
Waste Hauling Services - Sundays	\$ 270.00	336	\$ 90,720.00
Waste Hauling Services - 1 Holidays	\$ 345.00	25	\$ 8,625.00
<b>Total</b>			<b>\$ 998,740.00</b>

\*Monday - Saturday

CA Approval Form Number



### Hall County Request for County Administrator Approval

Department: Solid Waste	Date Submitted: 12/11/2023
Submitted By: Bill Nash	Multiple Depts? Yes
Budget Type: Operating	
Special Routing:    Budget <input checked="" type="checkbox"/> Contracts <input checked="" type="checkbox"/> Grants <input type="checkbox"/> Purchasing <input checked="" type="checkbox"/> Personnel <input type="checkbox"/> Other <input type="checkbox"/>	
Special Routing Comments: CA form should be routed to Purchasing and Financial Services.	
County Administrator Action Requested: 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?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Department Head:	
HR Director:	
Finance Director:	Wes Geddings <small>Digitally signed by Wes Geddings Date: 2023.12.14 14:03:37 -05'00'</small>
County Administrator/ Deputy County Administrator:	12/15/2023
County Administrator Action: 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

Fund #	Department Name	Current Balance	Requested Allocation
540	Solid Waste (4520)		1,012,740.00
540	Landfill (4530)		(838,261.03)
540	Solid Waste Salaries		(41,402.00)
540	Solid Waste Unencumb		(133,076.97)

Finance Comments:

Once approved, this budget transfer will be made.



## AGENDA ITEM

### Sheriff's Office

---

**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 Sheriff's Office to Brannen Motor Company of Unadilla, GA, in the amount of \$381,600.00.

---

#### Meetings:

**Work Session Date:** 01/08/24

**Voting Meeting Date:** 01/11/24

#### 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.

#### History:

The County uses Clint Brannen Motors for vehicle purchases. They are in good standing with the County.

#### Facts and Issues:

#### 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.

<b>Funding Requested</b>	\$ 381,600.00
<b>Are funds within current budget?</b>	Yes
<b>Source of Funds</b>	Capital Projects Fund
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	Yes
<b>Has it been reviewed by the County Attorney?</b>	Yes
<b>Is there a deadline for this item?</b>	

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Approve</b>	<b>Purchasing</b>
MH	SC	SC	AY
<b>Budget</b>	<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>
EW	WG	WLI	CR
<b>Clerk</b>			
AO			

**Attachments:**

- Financial Supplement
- CarGurus quote
- Allan Vigil quote
- Brannen Motors quote
- Bid Summary



« All results

Result 3 of 10

Next >



Features

Mileage 0

Exterior color Oxford White

MPG 21 MPG

Fuel type Gasoline

Drivetrain All-Wheel Drive

Interior color Charcoal Black

Engine 3L V6

Transmission Automatic

*QUOTE #2*



No Impact on Your Credit Score

Finance in Advance

Only Takes Minutes

View financing options



2023 Ford Explorer Malvern, AR

\$51,290

Model: Explorer  
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

Highway gas mileage: 24 MPG  
Fuel type: Gasoline

### Performance

Transmission: Automatic  
Drivetrain: All-Wheel Drive

Engine: 3L V6

### Safety

ABS brakes  
Backup Camera  
Curtain airbags

Driver airbag  
Front side airbags  
Passenger airbag

### Measurements

Doors: 4 doors  
Front legroom: 40 in

Back legroom: 40 in  
Cargo volume: 52 cu ft

## History

- ✓ **Clean title**  
No issues reported.
- ✓ **0 accidents reported**  
No accidents or damage reported.

## Pricing

**Great price**  
Below \$43,313

**Good price**  
\$43,313 - \$45,558

**Fair price**  
\$45,559 - \$49,486

**High price**  
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.

 No price changes

 30 days at this dealership



**2023 Ford Explorer**  
Malvern, AR

**\$51,290**



# 2023 Ford Explorer

Malvern, AR

\$50,525

request information

View financing options

Home / Used Cars / Ford Explorer / Police-Interceptor-Utility-AWD

Quote #3



« All results

Result 1 of 10

Next >



## Features

Mileage  
0

Exterior color  
Agate Black

MPG  
21 MPG

Fuel type  
Gasoline

Drivetrain  
All-Wheel Drive

Interior color  
Charcoal Black

Engine  
3L V6

Transmission  
Automatic

No Impact on Your Credit Score

## Finance in Advance

Only Takes Minutes

View financing options

## Overview

Make: Ford

Interior color: Charcoal Black



# 2023 Ford Explorer

Malvern, AR

\$50,525

Body type: SUV, Crossover

Exterior color: Agate Black

Stock number: 70022

## Fuel economy

Fuel tank size: 21 gal

Combined gas mileage: 20 MPG

City gas mileage: 18 MPG

Highway gas mileage: 24 MPG

Fuel type: Gasoline

## Performance

Transmission: Automatic

Drivetrain: All-Wheel Drive

Engine: 3L V6

## Safety

ABS brakes

Backup Camera

Curtain airbags

Driver airbag

Front side airbags

Passenger airbag

## Measurements

Doors: 4 doors

Front legroom: 40 in

Back legroom: 40 in

Cargo volume: 52 cu ft

## 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 · 1 save



Sales 678-364-3673

(/)

(/)

Search Our New Inventory

[Click Here \(/searchnew.aspx\)](/searchnew.aspx)

Start Your Custom Order

[Click Here \(/custom-factory-order-2023.html\)](/custom-factory-order-2023.html)



✓ Confirm Availability



Jennifer  
Allan Vigil Ford Lincoln

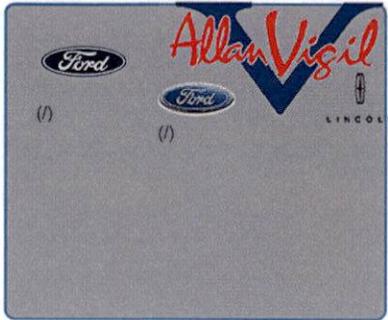
I'm online! How can I help you with the Explorer Platinum? 🙋

Type your message

SMS

1 / 38

\$↓



Sales 678-364-3673



\$↓ RECENT PRICE DROP!

### 2023 Ford Explorer Platinum

In Stock

**\$3,552**  
SAVINGS

**\$58,663**  
ALLAN VIGIL PRICE:

Less ▲

MSRP	\$62,215
Allan Vigil Discount:	-\$4,000
Admin Fee:	+\$699
Retail Bonus Cash	-\$500
Dealer Installed Accessories:	+\$249

Allan Vigil Price: **\$58,663**

Calculate Payment

Value Your Trade

Confirm Availability



**Prequalify Now**  
Zero Credit Impact.

Jennifer  
Allan Vigil Ford Lincoln

I'm online! How can I help you with the Explorer Platinum ?

SMS



1080 2nd Street  
 PO Box 746  
 Unadilla, GA 31091  
 P: (478) 627-3221 F: (478) 627-9550  
[www.brannenmotorcompany.com](http://www.brannenmotorcompany.com)



**SOLD TO: HALL CO BOC**

**INVOICE / QUOTE #**

1123HALL4

**DATE: 11/14/2023**

QTY.	DESC.	YEAR	MAKE/ MODEL	NEW OR USED	VIN	PRICE PER UNIT	SALES: GOV/FLEET
8	BLACK	2024	FORD INTERCEPTOR	NEW	1. ---- 2. ---- 3. ---- 4. ---- 5. ---- 6. ---- 7. ---- 8. ----	\$47,700.00	<b>KELLEY/REED</b>

**DEPARTMENT: HALL CO BOC**

PHONE CONTACT- HALL CO BOC  
 VEHICLE(S)- (8) FORD INTERCEPTORS, NEW NEVER TITLED, NO MILES LISTED.  
 EMAIL- [jamey@brannenmotors.com](mailto:jamey@brannenmotors.com), [jake@brannenmotors.com](mailto:jake@brannenmotors.com)

\*18" H.D.STEEL WHEELS \* 255/60R18 A/S BSW POLICE TIRES \* CLASS III HITCH RECEIVER \* DUAL EXHAUST SYSTEM \* DUAL POWER MIRRORS \* FULL SIZE 18" SPARE W/TPMS \* HEADLAMPS - AUTO, LED LOW/HIGH INCLUDES FRONT HOUSING (W/ LED WIG-WAG) \* KEY LOCKS (DR/PASS/LFTGT) \* PRIVACY GLASS 2ND/3RD ROW \* 35/30/35 SPLIT VINYL REAR \* A/C W/AUTOMATIC CLIMATE CONTROL, DUAL ZONE \* BLACK VINYL FLOOR COVERING \* CERTIFIED SPEEDOMETER \* CLOTH BUCKET FRONT SEATS \* CONSOLE MOUNTING PLATE \* ENGINE HOUR / IDLE METER \* HTD SANITIZATION SOLUTION \* PWR DR SEAT/6-WAY/M LUMBAR \* RED/WHITE TASK LIGHTING \* SEATBACK INTRUSION PLATES \* TILT/TELESCOPING STEERING WHL W/ 4 CONFIGURABLE LATCHING SWITCHES \* AM/FM/MP3/BLEETOOTH & USB \* COLUMN MOUNTED SHIFTER \* ENGINE OIL COOLER \* FORD TELEMATICS™ \* FULL-TIME ALL WHEEL DRIVE SYSTEM \* HEAVY DUTY SUSPENSION \* HEAVY-DUTY 80-AMP BATTERY \* INTERIOR TRUNK/LIFTGATE RELEASE \* POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL \* POWER STEERING W/EPAS REAR VIEW CAMERA \* TRANSMISSION OIL COOLER \* TRANSMISSION-10-SPEED AUTO \* 75 MPH REAR-CRASH TESTED \* ADVANCETRAC™ WITH RSC \* AIRBAGS - FRONT AND SIDE \* AIRBAGS - SAFETY CANOPY \* SOS POST CRASH ALERT SYS \* TIRE PRESSURE MONITOR SYS

PRICE OF CAR  
 FREIGHT AND  
 HANDLING  
 OPTIONAL EQUIP.  
 ACCESS.

LICENSE AND  
 TITLE

**TOTAL**

PLEASE FEEL FREE TO  
 CALL OR EMAIL WITH  
 ANY QUESTIONS OR  
 CONCERNS-

**PRICE DOES  
 NOT INCLUDE  
 DELIVERY**

\$ ----

NO ADDED FEES  
 GPC APPLIED  
 PER UNIT  
 \$---

**NO TAX (GOV)**

**\$381,600.00**

JAKE KELLEY  
 GOV/ FLEET  
 BRANNEN MOTORS  
 229-322-9702  
[JAKE@BRANNENMOTORS.COM](mailto:JAKE@BRANNENMOTORS.COM)

<b>SUMMATION OF BIDS RECEIVED</b>	<b>Allan Vigil Ford</b>	<b>Clint Brannen</b>	<b>Cargurus.com</b>
	<b>Morrow, GA</b>	<b>Motors</b>	
<b>8 - 2024 Ford Interceptors</b>		<b>Unadilla, GA</b>	
<b>Total Bid</b>	<b>\$469,304.000</b>	<b>\$381,600.000</b>	<b>\$404,200.000</b>
<b>Sheriff's Office Recommendation is</b>	<b><u>Clint Brannen Motors</u></b>		
<b>BIDS MAILED: (H)0</b>			
<b>BIDS RECEIVED: 3 (H) 0 No bids (0)</b>			
<b>DEPARTMENT: Sheriff</b>			



## AGENDA ITEM

### Clerk's Office

---

**REPORT TO:** Work Session (01/08/24)  
**REPORT TO:** Voting Meeting (01/11/24)  
**ITEM NO:** 716/2023  
**SUBJECT:** 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                      **Voting Meeting Date:** 01/11/24

#### 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.  
**History:**

**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.  
**Options:**  
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).

<b>Funding Requested</b>	\$ 61,975.00
<b>Are funds within current budget?</b>	No
<b>Source of Funds</b>	Capital Projects Fund
<b>Does the action involve a Resolution, Ordinance, Contract, Agreement, etc.?</b>	No

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

Yes

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

2024-01-11

**Approvals:**

<b>Buyer</b>	<b>Submit</b>	<b>Purchasing</b>	<b>Budget</b>
EW	EW	AP	EW
<b>Finance</b>	<b>Attorney</b>	<b>Administration</b>	<b>Clerk</b>
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

**Request Budgeted:** No

**Proposed Source of Funding:**

**Budget Transfer Requested:**

Capital Projects Fund

Yes

**Funding Source Items:**

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND	7130-EXTENSION OFFICE	542200-MOTOR VEHICLES	\$61,975.00

**Budget Transfer Items:**

Fiscal Year	Fund	Division	Account	Amount
2024	350-CAPITAL PROJECTS FUND			\$-61,975.00
2024	350-CAPITAL PROJECTS FUND	7130-EXTENSION OFFICE	542200-MOTOR 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:** GH

**Phone:**

770-535-8293



www.BillyCainFord.net

MD JOHNSON @ Hall County, GA  
**LOCAL BUYERS ORDER**  
 (706) 335-3105  
 ATLANTA PARTS (706) 335-3107  
 (706) 654-4743 FAX SERVICE (706) 335-3109  
 (706) 335-6692 (706) 335-3109

SALESMAN \_\_\_\_\_  
 DATE 11-28-2027  
 HOME PHONE 770 689 4463  
 WORK PHONE \_\_\_\_\_  
 CELL PHONE \_\_\_\_\_

4191 Maysville Rd, Commerce, GA 30529

PURCHASER Hall County Board of Commissioners COUNTY HALL  
 ADDRESS PO Box 1425 CITY Quitmanville STATE GA ZIP 30503  
 SS# \_\_\_\_\_ DRIVERS LICENSE # \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_

NEW <input checked="" type="checkbox"/>	CAR ( )	COLOR <u>white</u>	YEAR <u>2027</u>	MAKE <u>Ford</u>	MODEL <u>Transit</u>	BODY TYPE <u>T350</u>	SERIAL NO. <u>1FBAX2C87PKR91710</u>		
USED ( )	TRUCK <input checked="" type="checkbox"/>	( ) AUTO TRANS. ( ) STANDARD		( ) AIR COND. ( ) TINT. GLASS ( ) POWER SEATS		( ) POWER WINDOWS ( ) POWER STEERING ( ) POWER BRAKES		DVD NAVI TTP NONE	STOCK #
DEM ( )	OTHER ( )					( ) 4 ( ) 6 ( ) 8		MILEAGE: <u>10</u>	<u>21710</u>

**TITLE INFORMATION**

LIEN TO \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 LIEN CODE # \_\_\_\_\_

DEALER SUGGESTED RETAIL PRICE	
FACTORY DISCOUNT	
SUB-TOTAL	
Total Cash Price	<u>61975.00</u>
Trade In Allowance	
Trade Difference	
Delivery Service Charge	<u>399.00</u>
SUBTOTAL	
TAVT	
Georgia Electronic Registration	<u>99.00</u>
GWRA (New Only)	<u>3.00</u>
Sub Total	<u>61975.00</u>
Net Pay Off	
Deposit	Rec. #
Rebate	Rec. #
Cash on Del.	Rec. #
Balance	
Service Contract	
Other	
<b>TOTAL</b>	<u>61975.00</u>

**USED CAR TRADE-IN DESCRIPTION**

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

**USED CAR TRADE-IN DESCRIPTION**

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

**INSURANCE INFORMATION**

COMPANY \_\_\_\_\_  
 AGENT \_\_\_\_\_ POLICY # \_\_\_\_\_  
 ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 PHONE NO \_\_\_\_\_ EXPR DATE \_\_\_\_\_ DEDUCTIBLE \_\_\_\_\_

**DISCLAIMER OF WARRANTIES**

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

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

For the purpose of securing credit, I/we authorize Billy Cain Ford to check my/our credit and to answer questions about credit experience with me/us. All deliveries subject to finance approval.  
 I accept delivery of this vehicle and I have read, understand and accept all provisions of this buyer's order covering this Ford Motor Company vehicle that I am purchasing.  
**THIS ORDER NOT BINDING UNTIL SIGNED BY MANAGER**

Signature \_\_\_\_\_  
 Mgr. Signature \_\_\_\_\_

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

KAN-002469 GA

9-MORVAL, NB, 202469, PRO32

6614

120231012 8108

UIC CERT CERT TRD RAMP BUMP CAMB BOOK EXPL PROT

U W M

120073892

1FBAXX281

PKB84665

NB



ford.com

VEHICLE DESCRIPTION

2023 350 HR PASS XL RWD  
XL TRIM  
3.5L PFI V6 (GAS)  
10-SPEED TRANSMISSION

TRANSIT

PK B84665

EXTERIOR  
OFFROAD WHITE  
INTERIOR  
EBONY CLOTH

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- AXLIGHT FUEL PORT
  - BODY SIDE MOLDINGS - BLACK
  - BUMPERS - CARBON BLACK
  - FLAMMABLE FLAME-RETARDANT TIRE/WHEEL
  - WIPERS - RAIN-SENSING

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

- FUNCTIONAL**
- AUTO HIGH-BEAM HEADLAMPS
  - ELECTRONIC PWR ASST STEER
  - FORPASS™ CONNECT 4GMFI
  - HOTSPOOT TELEMATICS MODEM
  - FORWARD COLLISION WARNING
  - HILL START ASSIST
  - LANE-KEEPING SYSTEM
  - POST-COLLISION ASSIST WAEB
  - PRE-COLLISION ASSIST WAEB
  - REAR VIEW CAMERA
  - W/ TRAILER HITCH ASSIST
  - SELECTABLE DRIVE MODES
  - USB PORTS - 5 AMP

- SAFETY/SECURITY**
- 3 POINT SAFETY BELTS
  - ADVANCEDTRAC™ WITH HSC®
  - AIR BAGS & FRONT, SIDE AND
  - SAFETY CANOPY SYSTEM
  - BRKES - 4 WHEEL DISC/WABS
  - SECUR LOCK ANTI-THEFT SYS™
  - SOS POST CRASH ALERT SYS™
  - TIRE PRESSURE MOUNT SYS

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

INCLUDED ON THIS VEHICLE

(MSRP)

- OPTIONAL EQUIPMENT/OTHER**
- 4.10 LIMITED SLIP AXLE
  - FRONT LICENSE PLATE BRACKET
  - AUTO START STOP REMOVAL
  - WIFI 4G LTE HOTSPOOT DELETE
  - 9400# GVWV PACKAGE
  - 90 STATE EMISSIONS
  - BACK UP ALARM
  - FRONT FOG LAMPS
  - RAIDO - 3YR/36,000
  - EXTENDED FUEL TANK (31 GAL)
  - 2 ADDED TIRE KEYS
  - 16-PASSENGER SEATS
  - E-85 FLEX FUEL CAPABLE

- NO CHANGE
- 50.00
  - 20.00
  - NO CHANGE
  - NO CHANGE
  - 150.00
  - 105.00
  - 280.00
  - 325.00
  - 785.00
  - 75.00
  - 1,495.00
  - NO CHANGE

(MSRP)

**PRICE INFORMATION**

BASE PRICE \$53,205.00

TOTAL OPTIONS/OTHER 2,645.00

TOTAL VEHICLE & OPTIONS/OTHER \$55,850.00

DESTINATION & DELIVERY 1,895.00

*The sole price is \$68,899*

RAIMP ONE	CM7Z	CONVOY	21-171T O/T 60	TOTAL MSRP \$57,745.00
RAIMP TWO				
<p>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit <a href="http://www.ford.com/finance">www.ford.com/finance</a>.</p>				<p><b>SPECIAL ORDER</b></p> <p>PK032 N RB 2X 365 002469 10 03 23</p>

**California Air Resources Board**

**Environmental Performance**

Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

These ratings are not directly comparable to the U.S. EPA/DOT light-duty vehicle label ratings. For information on how to compare, please see [www.arb.ca.gov/ep\\_label](http://www.arb.ca.gov/ep_label).

Protect the environment. Choose vehicles with higher ratings:

**Greenhouse Gas Rating** (tailpipe only)

A+ Cleaner

**Smog Rating** (tailpipe only)

A+ Cleaner

Using alternative fuels may change scores.

**California Air Resources Board**

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

**Greenhouse Gas Rating** (tailpipe only)

A+ Cleaner

**Smog Rating** (tailpipe only)

A+ Cleaner

Using alternative fuels may change scores.

**GOVERNMENT 5-STAR SAFETY RATINGS**

Overall Vehicle Score ★★☆☆

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

<b>Frontal Crash</b>	Driver Passenger	★★★★★	★★★★★
<b>Side Crash</b>	Front seat Rear seat	★★★★★	★★★★★
<b>Rollover</b>		★★	

Based on the risk of injury in a side impact.

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

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). [www.safercar.gov](http://www.safercar.gov) or 1-888-927-4236

**FordPass Connect™**

Download the FordPass™ app\* and you can:

- Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle
- Locate your vehicle and check approximate fuel range
- Receive vehicle health alerts

Activate 4G LTE Wi-Fi-Hotspot

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

\*Requires smartphone and internet connection. See [ford.com/fordpass](http://ford.com/fordpass) for details.

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

**Ford PROTECT™**

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www.ford.com/protect

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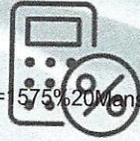
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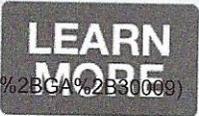
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(https://www.angelakrauseford.com/Krause-Express-Checkout-Alpharetta-GA.html)



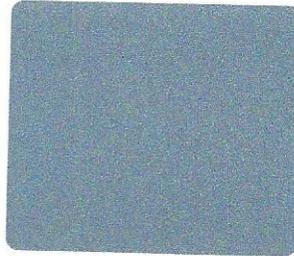
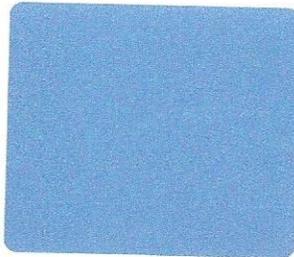
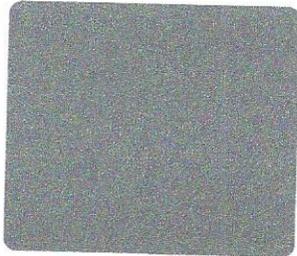
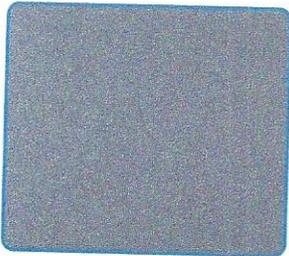
Confirm Availability

PHOTOS

360 SPIN



1 / 33



# 2023 Ford Transit-350 XL

In Stock



CHAT

\$68,899



### ANGELA KRAUSE PRICE:

Less ▲

Posted Price: **\$68,000**

Service Fees: **+\$899**

Angela Krause Price **\$68,899**

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

Click To Call (tel:6788536503)

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Value Your Trade (<https://www.angelakrauseford.com/value-your-trade-in.html>)

Window Sticker

Request Video Walk Around

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**Angela Krause Ford**  
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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  
**10-Speed Automatic with  
Overdrive / RWD**

 EXTERIOR COLOR

CHAT



 **Oxford White**

 **ENGINE**  
**6 Cyl - 3.50 L**

## Highlighted Features

Feature availability subject to final vehicle configuration.

-  **Bluetooth**
-  **3rd Rear Seat**
-  **Keyless Entry**
-  **Wi-Fi Hotspot**
-  **Automatic High Beams**
-  **Emergency Brake Assist**
-  **Lane Departure Warning**
-  **Rear View Camera**

[View More Highlights...](#)

## 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 2021. Ask about our remote test drives, remote deliveries.

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## Eligible Benefits



(/Krause-Express-Checkout-Alpharetta-GA.html)

[CHAT](#)



## All Features

- Mechanical
- Exterior
- Entertainment
- Interior
- Safety

- 4.10 Limited-Slip Axle Ratio
- GVWR: 9,250 lbs
- 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

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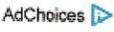
Trade appraisals are estimated values. These values could increase or decrease based on condition, mileage and availability. The advertised price does not include sales tax, vehicle registration fees, finance charges, Georgia Lemon Law and any other fees required by law. All prices include all applicable 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 additional qualifications. See dealer for complete details. New Ford vehicles with the prefix of 'S' have been previously titled and still qualify for Ford purchase and lease incentive and rebates. Vehicles shown at different locations are not currently in our inventory (Not in Stock) but can be made available to you at our location within a reasonable date from the time of your request, not to exceed one week. Additionally, we do not and cannot guarantee that every vehicle sold will be recall-free. For questions about recalls, [click here](https://www.safercar.gov) (<https://www.safercar.gov>). Please verify any information in question with Angela Krause Ford. In order to receive the internet price, you must either present a copy of this page's 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.

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11/29/23, 2:40 PM

2023 Ford Transit-350 XL Alpharetta GA | Roswell Cumming Sandy Springs Georgia 1FBAX2X81PKB84665

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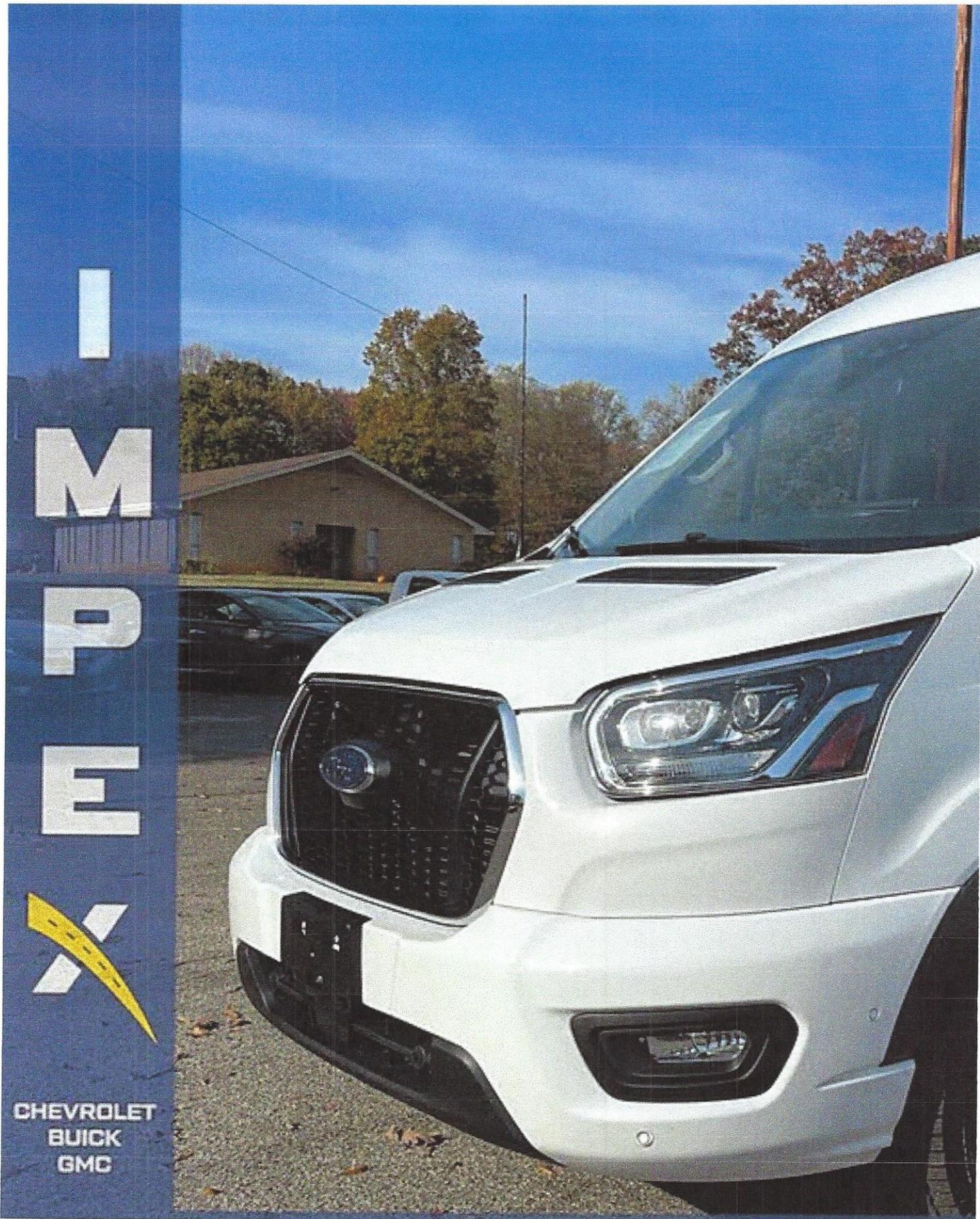
### 2023 Ford Transit Passenger

Mileage: 23,642 • 🚚 Price includes \$230 delivery to Mauldin, SC

**\$69,130**

📈 GREAT DEAL

\$2,650 Below market



CHEVROLET  
BUICK  
GMC



### 2023 Ford Transit Passenger

Mileage: 23,642 • Price includes \$230 delivery to Mauldin, SC

\$69,130

GREAT DEAL

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## Features

- Mileage**  
23,642
- Exterior color**  
White
- Engine**  
3.5L V6 Flex Fuel Vehicle
- Bluetooth**

- 
- 
- 
- 

### Overview

Make: Ford  
 Model: Transit Passenger  
 Year: 2023  
 Trim: 350 XLT Medium Roof LB AWD  
 Body type: Van  
 Exterior color: White

Interior  
 Mileage  
 Condition  
 VIN: 1  
 Stock r

### Fuel economy

Fuel tank size: 25 gal

Fuel ty

### Performance

Drivetrain: All-Wheel Drive

Engine

### Safety

ABS brakes  
 Backup Camera  
 Blind Spot Monitoring

Driver  
 Front s  
 Passen



## 2023 Ford Transit Passenger

Mileage: 23,642 · Price includes \$230 delivery to Mauldin, SC

\$69,130

**GREAT DEAL**

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Doors: 3 doors  
Front legroom: 41 in

Back le  
Cargo

### Options

Bluetooth  
Navigation System

Steel V  
Third F

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### 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.

Delivery time, fees and return policy may vary per vehicle. Contact dealer for details and to assess the vehicle before shipment. For more about delivery, visit the [CarGurus Del](#)

## History<sup>1</sup>

- ✓ **Clean title**  
No issues reported.
- ✓ **0 accidents reported**  
No accidents or damage reported.
- ✓ **1 previous owner**  
Vehicle has one previous owner.
- ⓘ **Rental use**  
Reported as previous rental vehicle.

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## Pricing

# \$69,130



### 2023 Ford Transit Passenger

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**GREAT DEAL**

\$2,650 Below market

\$71,780  
Avg. market price (IN)

This car is \$2,650 below market price. We compared this car with similar 2023 Ford Transit Passenger based on price, mileage, fea



**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

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### Estimate financing

Your estimated payment

**\$1,335** /r

9.84% Dealer AP

Down payment (0%)

\$0

Credit score

Rebuilding <640	Fair 641-699
--------------------	-----------------

Loan term

48 mo	60 mo
-------	-------

[Start purchase](#)

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\*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

\$69,130

**GREAT DEAL**

\$2,650 Below market

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## Dealer reviews

★ 4.5 (35 reviews)

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## Dealer's description

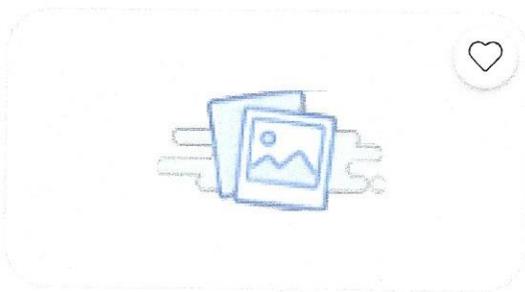
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## Recommended from this dealer



2023 Ford Transit Passenger

350 XLT Medium Roof LB RWD

\$67,700 FAIR DEAL

2021 Ford Transit Passenger

350 XLT Medium Roof LB RWD

2023 Ford Transit Passenger

350 XLT Medium Roof LB AWD



2023 Ford Transit Passenger

Mileage: 23,642 • Price includes \$230 delivery to Mauldin, SC

\$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 Passenger**  
 350 XLT Medium Roof LB RWD  
**\$66,500** ↗ FAIR DEAL  
 15,954 mi

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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**

Price includes \$230 delivery to Mauldin, SC

**\$69,130**

↗ 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

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[Start purchase](#)

**Contact dealer**

Hello, my name is  First name  Last name and I'm interested 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**

↗ GREAT DEAL

\$2,650 Below market

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### 2023 Ford Transit Passenger

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